

IN THE SUPREME COURT OF THE STATE OF NEVADA

TYRONE KEITH ARMSTRONG,

Appellant,

vs.

U.S. BANK NATIONAL
ASSOCIATION, as Trustee for
Structured Asset Securities Corporation
Mortgage Pass-Through Certificates,
Series 2007-BC3; OCWEN LOAN
SERVICING, LLC; PHH MORTGAGE
CORPORATION; WESTERN
PROGRESSIVE-NEVADA, INC.;

Respondents.

Supreme Court Case No.: 83545

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[District Court Case No.:

Elizabeth A. Brown

A-19-796941-C]

Clerk of Supreme Court

RESPONDENTS' JOINT APPENDIX
VOLUME 1 – (R 000001-R 000224)

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Mortgage Corporation, successor
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erroneously named; and Western
Progressive-Nevada Inc.*

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DATED this 28th day of March, 2022.

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CERTIFICATE OF SERVICE

I hereby certify that on the date indicated below, I served a copy of the foregoing **RESPONDENTS' JOINT APPENDIX** upon the parties to the appeal, via the following service methods:

BY UNITED STATES MAIL: Holo Discovery, located at 3016 W. Charleston Blvd., Ste. 170, Las Vegas, Nevada 89102, at the direction of the undersigned, placed a copy of the foregoing document for collection and mailing, in a sealed envelope with postage fully prepaid addressed to:

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Appellant Pro Se

BY THE COURT'S ELECTRONIC FILING SYSTEM:

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DATED this 28th day of March, 2022.

/s/ Kevin M. Sutehall

Kevin M. Sutehall

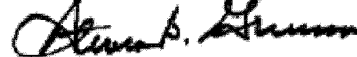
DISTRICT COURT CIVIL COVER SHEET

County, Nevada

Case No. _____

(Assigned by Clerk's Office)

Electronically Filed
6/18/2019 9:52 PM
Steven D. Grierson
CLERK OF THE COURT


I. Party Information (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone):

Tyrone Keith Armstrong

3713 Brentcove Drive

North Las Vegas, Nevada 89032

(702) 491-8426

Defendant(s) (name/address/phone):

U.S. Bank National Association, et al

2300 W. Sahara Avenue, Ste. 10

Las Vegas, Nevada 89102

(702) 251-1600

Attorney (name/address/phone):

Pro Se

Attorney (name/address/phone):

CASE NO. A-19-796941-C
Department 18

II. Nature of Controversy (please select the one most applicable filing type below)**Civil Case Filing Types**

Real Property	Torts
Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Other Landlord/Tenant Title to Property <input type="checkbox"/> Judicial Foreclosure <input checked="" type="checkbox"/> Other Title to Property Other Real Property <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property	Negligence <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence Malpractice <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice Other Torts <input type="checkbox"/> Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Employment Tort <input type="checkbox"/> Insurance Tort <input type="checkbox"/> Other Tort
Probate <i>(select case type and estate value)</i> <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside <input type="checkbox"/> Trust/Conservatorship <input type="checkbox"/> Other Probate Estate Value <input type="checkbox"/> Over \$200,000 <input type="checkbox"/> Between \$100,000 and \$200,000 <input type="checkbox"/> Under \$100,000 or Unknown <input type="checkbox"/> Under \$2,500	Construction Defect & Contract Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> Other Construction Defect Contract Case <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Building and Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Collection of Accounts <input type="checkbox"/> Employment Contract <input type="checkbox"/> Other Contract
Civil Writ <input type="checkbox"/> Writ of Habeas Corpus <input type="checkbox"/> Writ of Mandamus <input type="checkbox"/> Writ of Quo Warrant <input type="checkbox"/> Writ of Prohibition <input type="checkbox"/> Other Civil Writ	Judicial Review/Appeal Judicial Review <input type="checkbox"/> Foreclosure Mediation Case <input type="checkbox"/> Petition to Seal Records <input type="checkbox"/> Mental Competency Nevada State Agency Appeal <input type="checkbox"/> Department of Motor Vehicle <input type="checkbox"/> Worker's Compensation <input type="checkbox"/> Other Nevada State Agency Appeal Other <input type="checkbox"/> Appeal from Lower Court <input type="checkbox"/> Other Judicial Review/Appeal Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Foreign Judgment <input type="checkbox"/> Other Civil Matters

Business Court filings should be filed using the Business Court civil coversheet.

06-18-2019

Date



Signature of initiating party or representative

See other side for family-related case filings.

1 **COMP**

2 TYRONE KEITH ARMSTRONG
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4 North Las Vegas, Nevada 89032
5 Telephone: (702) 491-8426
6 Email: performanceoneautomotive@gmail.com
7 *Plaintiff Pro Se*

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 TYRONE KEITH ARMSTRONG,
11)
12)
13)
14)
15)
16)
17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)
Plaintiff,

Case No:
Dept No:

vs.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee for Structured Asset Securities
Corporation Mortgage Pass-Through
Certificates, Series 2007-BC3; OCWEN
LOAN SERVICING, LLC; PHH
MORTGAGE CORPORATION;
WESTERN PROGRESSIVE-NEVADA,
INC.; BNC MORTGAGE, INC.; DOES 1
through 20; and ROE BUSINESS
ENTITIES 1 through 20;

Defendants.

VERIFIED COMPLAINT FOR:

1. **WRONGFUL FORECLOSURE;**
2. **QUIET TITLE;**
3. **DECLARATORY RELIEF;**
4. **SLANDER OF TITLE;**
5. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; AND**
6. **FRAUD**

VERIFIED COMPLAINT

(ARBITRATION EXCEPTION CLAIMED: TITLE TO REAL PROPERTY)

COMES NOW Plaintiff Pro Se TYRONE KEITH ARMSTRONG, and complains of
Defendants as follows:

I. PARTIES

1. Plaintiff TYRONE KEITH ARMSTRONG ("Plaintiff"), is, and was at all relevant times
herein, a resident and owner of certain real property located in Clark County, Nevada.

1 2. Defendant U.S. BANK NATIONAL ASSOCIATION as Trustee for Structured Asset
2 Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank"), is,
3 and was at all relevant times herein, a business entity of unknown form doing business in Clark
4 County, Nevada.

5 3. Defendant OCWEN LOAN SERVICING, LLC ("Ocwen"), is, and was at all relevant
6 times herein, a foreign limited liability company incorporated in the State of Delaware, doing
7 business in Clark County, Nevada, registered with our Secretary of State as Business ID:
8 NV20021078677.
9

10 4. Defendant PHH MORTGAGE SERVICES aka PHH MORTGAGE CORPORATION
11 ("PHH"), is, and was at all relevant times herein, a foreign corporation incorporated in the State
12 of New Jersey, doing business in Clark County, Nevada, registered with our Secretary of State as
13 Business ID: NV19861005108.
14

15 5. Defendant WESTERN PROGRESSIVE-NEVADA, INC. ("Western"), is, and was at all
16 relevant times herein, a foreign corporation incorporated in the State of Delaware, doing business
17 in Clark County, Nevada, registered with our Secretary of State as Business ID:
18 NV20121471611.
19

20 6. Upon information and belief Defendant BNC MORTGAGE, INC. ("BNC") is, and was
21 at all relevant times herein, a defunct foreign corporation from the State of Delaware, doing
22 business in Clark County, Nevada, registered with our Secretary of State as Business ID:
23 NV19981309027.
24

25 7. All other persons unknown claiming any right, title, estate, lien or interest in the real
26 property described in the complaint adverse to Plaintiff's ownership, or any cloud upon
27 Plaintiff's title thereto.
28

1 8. Plaintiff does not know the true names and capacities of the defendants sued herein as
2 DOES 1 through 20 and ROE BUSINESS ENTITIES 1 through 20 and, therefore sues said
3 Defendants by such fictitious names. Plaintiff is informed and believes and therefore alleges that
4 each of the Defendants designated as DOES or ROE BUSINESS ENTITIES is responsible in
5 some manner for the events and occurrences referred to in this Complaint, claims some right,
6 title or interest in the Property described below that is subject and subordinate to the rights,
7 interests, and asserted ownership of Plaintiff described herein. Plaintiff will amend this
8 Complaint to insert the true names and capacities of DOES 1 through 20 and/or ROE
9 BUSINESS ENTITIES 1 through 20, when the same have been ascertained and to join
10 Defendants in this action.
11

12
13 9. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,
14 Defendants U.S. Bank, Ocwen, PHH, Western, BNC, DOES 1-20 and ROE BUSINESS
15 ENTITIES 1-20 are the agents, employees and/or joint-venturers of each other, and in doing the
16 things alleged herein below, were acting with the course and scope of such agency, employment
17 and/or joint venture. Defendants U.S. Bank, Ocwen, PHH and Western are hereinafter
18 collectively referred to as the "Foreclosing Defendants."
19

20 **II. JURISDICTION**

21 10. This action relates to the ownership and title to certain residential real property located in
22 Clark County, Nevada that is commonly known as 3713 Brentcove Drive, North Las Vegas,
23 Nevada 89032; APN: 139-09-217-099; and legally described as LOT 1, BLOCK 4 of
24 CHEYENNE RIDGE-UNIT 2A. PLAT BOOK 54, PAGE 67, of the public records of Clark
25 County, Nevada (hereinafter the "Property"). Accordingly, jurisdiction and venue are
26 appropriate in Clark County, Nevada.
27
28

11. Plaintiff's *Petition for Foreclosure Mediation Assistance*¹ filed in the Eighth Judicial District Court on July 18, 2018 is an in rem or quasi in rem proceeding² in which Defendants U.S. Bank and Western entered into a *Stipulation for a 90-Day Stay of Foreclosure With a Certificate to Issue in 90-Days*. No notice of entry of order has yet been entered following said *Stipulation and Order* and the register of actions currently reflects that the case remains open.

12. Defendant U.S. Bank's unlawful detainer related to the Property filed in North Las Vegas Justice Court,³ detailed herein below, was an in rem or quasi in rem proceeding and further subjects the instant action to the prior-exclusive-jurisdiction-doctrine.

13. This Court has continuing, exclusive jurisdiction over this matter because: (i) the Foreclosure Mediation state court case remains open; (ii) the state court *90-day Stay* is tolled pending a notice of entry of order; (iii) the state court *Stay* will commence and continue to remain in effect 90 days after a notice of entry of order is filed; (iv) an unlawful detainer filed by Defendant U.S. Bank in North Las Vegas was posted on Plaintiff's Property; and (v) Plaintiff responded to Defendants' unlawful detainer action. This Court should deny Defendants' anticipated request to remove the instant case to federal court.

III. INTRODUCTION

14. This is an action brought by Plaintiff for declaratory judgment, injunctive and equitable relief, and for compensatory, special, general and punitive damages. Plaintiff, the homeowner, disputes the title and ownership of the real property in question, which is the subject of this action, in that a purported lender alleges to have ownership of Plaintiff's mortgage note and/or

¹ Dist. Ct. Case No: A-18-777819-FM.

² *Chapman v. Deutsche Bank Nat'l Trust Co.*, 302 P.3d 1103 (Nev. May 30, 2013).

³ North Las Vegas Justice Court Case No: 15CN000006.

1 Deed of Trust and, that the claim, although facially valid, is invalid and unenforceable because it
2 is supported by false or fraudulent documents and licensing. Defendants are attempting to
3 unlawfully sell, assign and/or transfer its purported ownership/security interest in a promissory
4 note and deed of trust related to the Property, and, thus, do not have lawful ownership or a
5 security interest in Plaintiff's home which is described in detail herein. For these reasons, the
6 Court should issue a preliminary and permanent injunction against the Notice of Trustee Sale
7 scheduled on **July 19, 2019 at 9:00am** against Plaintiff's home and quiet title to the Property in
8 Plaintiff's name.

10 **IV. ALLEGATIONS REGARDING BNC MORTGAGE, INC.**

11 15. On May 02, 1995, BNC originally incorporated in the State of California as reflected by
12 the official records of the California Secretary of State.

14 16. On October 15, 1997, BNC registered in the State of Delaware as a foreign corporation
15 from California, as reflected by the official records of the Delaware Secretary of State.

16 17. On March 11, 1998, the official records of the California Secretary of State reflect a
17 merger between BNC, a California corporation, and BNC, a Delaware corporation, with BNC, a
18 Delaware corporation, as the surviving entity.

20 18. On March 11, 1998, BNC registered in the State of California as a foreign corporation
21 from Delaware, as reflected by the official records of the California Secretary of State.

22 19. On March 20, 1998, BNC, a Delaware corporation, withdrew its domestic corporation
23 and was no longer active in the State of Delaware, as reflected by the official records of the
24 Delaware Secretary of State.

26 20. On August 17, 1998, BNC registered in the State of Nevada as a foreign corporation from
27 Delaware as reflected by the official records of the Nevada Secretary of State.

1 21. On August 17, 1998, BNC filed a Foreign Qualification with the Nevada Secretary of
2 State, under penalty of perjury, and declared that BNC is in good standing in the State of
3 Delaware.

4 22. In accordance with the Foreign Qualification filed by BNC, the State of Nevada Division
5 of Mortgage Lending approved BNC with an exempt company registration and permitted BNC
6 to originate loans in Nevada.
7

8 23. BNC renewed its annual foreign registration in Nevada and continued to transact business
9 in this State until 2007, as reflected by the official records of the Nevada Secretary of State.

10 24. At all times relevant herein, BNC was not properly licensed to originate mortgage loans
11 in Nevada due to BNC's status as a defunct corporation in its home state of Delaware.
12

13 **V. GENERAL ALLEGATIONS**

14 25. On December 23, 1998, Plaintiff obtained fee simple title to the Property, against the
15 whole world. The Deed of Trust identified Norwest Mortgage, Inc. as the lender and was
16 recorded as document number 199812230001631 in the official records of Clark County,
17 Nevada.
18

19 26. On December 23, 2003, Plaintiff refinanced his home, the Deed of Trust identified
20 Finance America, LLC as the lender and was recorded as document number: 200312230003212
21 in the official records of Clark County, Nevada.

22 27. On December 29, 2004, Plaintiff refinanced his home and the Deed of Trust identified
23 New Century Mortgage Corporation as the lender and was recorded as document number:
24 200412290002078 in the official records of Clark County, Nevada. The note reflects that the
25 amount of the mortgage was \$224,000.00 at a 6.5% interest rate. The trustee of record was
26 Southwest Title.
27
28

1 28. As a result of the real estate crisis of 2007, New Century Mortgage Corporation was
2 acquired by Countrywide Financial Corporation, and then acquired by Bank of America
3 (hereinafter collectively referred to as "Bank of America").

4 29. On January 25, 2007, a Deed of Trust was recorded against the Property, identified the
5 lender as BNC, and recorded as document number: 200701250003978 in the official records of
6 Clark County, Nevada. The purported BNC note was in the amount of \$237,000.00 with a 6.4%
7 interest rate. The trustee of record is reflected as T.D. Service Company. The escrow company
8 was identified as National Alliance Title Company.
9

10 30. Defendant U.S. Bank alleges to be the beneficiary of the BNC note/deed, Defendant
11 Ocwen services the purported loan, Defendant PHH is partners with or possesses a joint interest
12 with Ocwen, and Defendant Western records notices of default and trustee sales on behalf of the
13 Foreclosing Defendants.
14

15 31. Plaintiff categorically denies that he applied for a mortgage with BNC and challenges the
16 authenticity of said note/deed of trust.
17

18 32. Neither Bank of America nor Plaintiff received the \$237,000.00 benefit from the
19 purported BNC (second) mortgage. The Foreclosing Defendants have failed to produce proof of
20 payment and have further failed to produce the original BNC note/deed of trust for inspection.
21

22 33. At no time has Plaintiff made a payment to BNC, ever.

23 34. According to the Nevada Secretary of State, the escrow company where the BNC
24 mortgage was purportedly executed, National Alliance Title Company, was permanently revoked
25 on or about May 31, 2008.
26
27
28

1 35. On February 24, 2009, Plaintiff's mortgage was subject to a consent judgment⁴ entered
2 between Countrywide Financial Corporation (aka New Century/Bank of America) and the State
3 of Nevada related to mortgages that originated with Countrywide or its subsidiaries.

4 36. On May 06, 2010, the Foreclosing Defendants, through the Cooper Castle Law Firm,
5 interfered with Plaintiff's use of the Property and recorded a Notice of Default and Election to
6 Sell as document number: 201005060002260 in the official records of Clark County, Nevada.
7 The notice of default was premised on a promise to pay BNC. Said notice of default identified
8 U.S. Bank as the beneficiary, Ocwen as the loan servicer and Western as the trustee.
9

10 37. As a result of the initial non-judicial foreclosure proceedings against Plaintiff's home, he
11 suffered from a lack of sleep, anxiety, depression, lack of appetite and loss of productivity
12 related to his employment.
13

14 38. Notwithstanding numerous requests made by Plaintiff pursuant to NRS 106.295, the
15 Foreclosing Defendants either concealed or failed to produce the original or a certified copy of
16 the BNC note, mortgage and any endorsements, either blank or to a specific party.
17

18 39. On October 11, 2012, the Foreclosing Defendants, through the Cooper Castle Law Firm,
19 rescinded said Notice of Default and Election to Sell as document number: 201210110001889 in
20 the official records of Clark County, Nevada.

21 40. On January 07, 2015, Defendant U.S. Bank filed an unlawful detainer as part of North
22 Las Vegas Justice Court case number 15CN000006, naming only Anthony Morris, an alleged
23 tenant. On or about said date, a copy of said unlawful detainer was posted on Plaintiff's
24 Property, yet failed to name Plaintiff.
25

26
27
28 ⁴ District Court Case No: A583442.

1 41. On April 23, 2015, Plaintiff filed a pleading with the North Las Vegas Justice Court that
2 indicates in relevant part, that Plaintiff is the owner and Anthony Morris has no interest in the
3 Property.

4 42. On May 14, 2015, Plaintiff appeared at a hearing related to the unlawful detainer in North
5 Las Vegas Justice Court. The register of actions reflects that Plaintiff was "present but is not
6 party to this case. Off calendar."
7

8 43. On June 12, 2015, the Foreclosing Defendants once again interfered with Plaintiff's use
9 of the Property and recorded a Notice of Default and Election to Sell as document number:
10 201506120001252 in the official records of Clark County, Nevada.
11

12 44. As a result of the second non-judicial foreclosure proceedings against Plaintiff's home,
13 he suffered from a lack of sleep, anxiety, depression, lack of appetite and loss of productivity
14 related to his employment.

15 45. Plaintiff once again requested the Foreclosing Defendants to produce the original or
16 certified copy of the note, mortgage and/or assignments. Defendants either concealed or failed to
17 produce the same.
18

19 46. On November 24, 2015, a Notice of Trustee Sale was recorded by Defendant Western on
20 behalf of the Foreclosing Defendants as document number: 201511240001981 in the official
21 records of Clark County, Nevada.
22

23 47. On or about July 04, 2016, the Internal Revenue Service responded to a complaint filed
24 by Plaintiff regarding the theft of his identity and confirmed "We verified your documents to
25 support your identity theft report."

26 48. On or about October 26, 2016, Plaintiff satisfied or settled his mortgage with the true
27 holder of the note and deed of trust, Bank of America.
28

1 49. Plaintiff received written correspondence from Bank of America that reflects "*We*
2 *received a full payoff for this loan*" (attached as exhibit "1"). Along with said written
3 correspondence, Bank of America enclosed the "original" note⁵ and deed of trust originating
4 from New Century Mortgage Corporation stamped "paid in full" (attached as exhibit "2").

5 50. On December 20, 2016, Plaintiff received a Deed and Encumbrance Report in connection
6 with an attempt to refinance his Property. Said report reflected the BNC mortgage as a *second*
7 *mortgage* on the property. Plaintiff was denied for the loan due to the BNC encumbrance.
8

9 51. The BNC mortgage was not used to extinguish the Bank of America mortgage.

10 52. Upon information and belief, a title report and appraisal of the Property were required
11 prior to issuance of the alleged BNC mortgage.
12

13 53. BNC purportedly issued a second mortgage in the amount of \$237,000.00 on a Property
14 that was encumbered by a \$224,000.00 first lien by Bank of America; creating a total
15 indebtedness of \$461,000.00 secured by a Property that, according to BNC, last appraised for
16 \$237,000.00.
17

18 54. On January 19, 2017, Bank of America as the current beneficiary recorded a Substitution
19 of Trustee and Full Reconveyance in favor of Plaintiff as document number: 201701190001205
20 in the official records of Clark County, Nevada (attached as exhibit "3").

21 55. On February 15, 2017, Plaintiff filed a police report with the North Las Vegas Police
22 Department claiming that his identity had been stolen to obtain the BNC mortgage.
23

24 56. On January 18, 2018, the Defendants' second Notice of Default and Election to Sell was
25 rescinded by Defendant Western and recorded as document number: 201801180000153 in the
26 official records of Clark County, Nevada.
27

28 ⁵ Original note available for inspection upon request.

1 57. On May 31, 2018, the Foreclosing Defendants, through Defendant Western, recorded a
2 third Notice of Default and Election to Sell as document number: 201805310000866 in the
3 official records of Clark County, Nevada.

4 58. As a result of the third foreclosure proceedings against Plaintiff's home, he suffered from
5 a lack of sleep, anxiety, depression, lack of appetite and loss of productivity related to his
6 employment.
7

8 59. On July 18, 2018, Plaintiff filed his *Petition for Foreclosure Mediation* in district court.

9 60. On September 18, 2018, a stipulation and order was entered for a 90-day stay of
10 foreclosure with a certificate to issue in 90-days. No *notice of entry* of the stipulation and order
11 appears in the case file.
12

13 61. On November 04, 2018, Plaintiff submitted a complaint to the Nevada Secretary of State
14 Notary Division and alleged that he did not execute his signature on the BNC note that was
15 purportedly witnessed by Roseanne Ehring, a Nevada notary. Plaintiff requested to inspect the
16 notary's journal to determine whether Plaintiff's signature was present. Plaintiff's complaint to
17 the Notary Division details the due diligence he conducted to locate the notary, but to no avail.
18

19 62. On November 29, 2018, the Notary Division responded to Plaintiff's complaint, found
20 that the notary's appointment expired in 2008 and that the former notary is not required to
21 produce her journal more than seven years after expiration of her appointment.
22

23 63. On December 10, 2018, Plaintiff conducted due diligence in an attempt to inspect
24 documents in connection with the purported BNC loan application and to identify the individuals
25 that participated at closing. Plaintiff made attempts to locate the escrow company that is
26 reflected on the BNC deed of trust, National Alliance Title Company. All locations in Clark
27 County were out of business.
28

1 64. According to the Nevada Secretary of State, National Alliance Title Company was a
2 foreign corporation from California that was permanently revoked on or about May 31, 2008.

3 65. In a further attempt to locate the purported BNC mortgage records, a business entity
4 search with California Secretary of State revealed no record for National Alliance Title
5 Company.

6 66. To date, Defendants have failed to produce adequate evidence of the original or certified
7 copy of the Note, Mortgage and/or Assignments.

9 67. Plaintiff has openly and continuously been in exclusive possession and control of the
10 Property since December 23, 1998; maintained and paid all utilities including, but not limited to
11 water, sewer, trash, electric, gas, HOA fees, property taxes, homeowner's insurance, and made
12 numerous improvements to the Property.

14 68. On June 13, 2019, the Foreclosing Defendants recorded a Notice of Trustee Sale as
15 document number: 201906130001519 in the official records of Clark County, Nevada.

16 69. Unless and until enjoined and restrained by order of this court, Defendants will cause
17 grave and irreparable injury to Plaintiff in that he will be deprived of his home.

18 70. Plaintiff has no adequate remedy at law for the continuing conduct in that it would be
19 impossible for Plaintiff to determine the precise amount of damage he will suffer if Defendants'
20 conduct is not restrained, and that Plaintiff will be deprived of the Property, his home of 20
21 years, which deprivation cannot be compensated in damages.
22

23
24 **VI. CLAIMS FOR RELIEF**

25 **FIRST CLAIM FOR RELIEF**
26 **(WRONGFUL FORECLOSURE)**

27 71. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
28 herein.

1 72. Plaintiff was not in default when the Foreclosing Defendants exercised the power of sale
2 because Plaintiff tendered the amount of the secured indebtedness to Bank of America or was
3 excused from tendering and Plaintiff received a satisfaction of mortgage from Bank of America
4 (see exhibits "1-3," inclusive).

5 73. Plaintiff was not in default when the Foreclosing Defendants exercised the power of sale
6 because *at no time* did Plaintiff enter into a residential mortgage agreement with BNC for the
7 power of sale to be conferred upon or exercised by the Foreclosing Defendants.

9 74. Plaintiff has repeatedly challenged the authenticity of the BNC note and, notwithstanding
10 Plaintiff's numerous requests via certified mail, the Foreclosing Defendants have either
11 concealed or failed to produce the original or certified copy of the note, mortgage and/or
12 assignments required pursuant to NRS 106.295.

14 75. Assuming *arguendo*, even if Defendants did have the ability to produce an original
15 note/mortgage (and they do not), BNC *was not properly licensed* to originate loans in Nevada, or
16 elsewhere, because at all relevant times herein BNC was a defunct corporation in its home state
17 of Delaware.

19 76. The note by which the foreclosing bank purportedly took a beneficial interest in the deed
20 of trust is not merely voidable, but *void ab initio*; and the Foreclosing Defendants have no legal
21 right to foreclose on the Property. The void note is the proximate cause of actual injury and
22 Plaintiff has been harmed or prejudiced as a result.

24 77. Plaintiff has no other plain, speedy or adequate remedy and the injunctive relief prayed
25 for below is necessary and appropriate at this time to prevent irreparable loss to Plaintiff.
26 Plaintiff has suffered and will continue to suffer in the future unless Defendants' wrongful
27
28

1 conduct is restrained and enjoined because real property is inherently unique and it will be
2 impossible for Plaintiff to determine the precise amount of damage he will suffer.

3 **SECOND CLAIM FOR RELIEF**
4 **(QUIET TITLE)**

5 78. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
6 herein.

7 79. Plaintiff is the equitable owner of the Property and entitled to a determination from this
8 Court pursuant to NRS 30.010 *et seq.* and/or 40.010.

9
10 80. An actual controversy has arisen and exists between Plaintiff and Defendants specified
11 hereinabove, regarding Plaintiff's respective rights, in that Plaintiff contends that Defendants,
12 and each of them, are unlawfully asserting an adverse claim to title to real property duly owned
13 by Plaintiff; that title to the Property is affected by a claim by the Defendants (i.e. Notice of
14 Trustee Sale); and that the claim, although facially valid, is invalid and unenforceable because it
15 is supported by false or fraudulent documents and licensing. Defendants do not have the right to
16 foreclose on the Property because Defendants, and each of them, have failed to perfect any
17 security interest in the Property, cannot prove to the court that they have a valid interest, properly
18 licensed, or are otherwise barred by the statute of limitations.
19

20 **THIRD CLAIM FOR RELIEF**
21 **(DECLARATORY RELIEF)**

22 81. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
23 herein.

24
25 82. Plaintiff seeks a declaration from this Court, pursuant to NRS 30.010 *et seq.* and/or
26 40.010, that title in the Property be vested in Plaintiff free and clear of all liens and
27
28

1 encumbrances, that the Defendants herein have no estate, title, right, interest, or claim to the
2 subject Property adverse to the Plaintiff.

3 **FOURTH CLAIM FOR RELIEF**
4 **(SLANDER OF TITLE)**

5 83. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
6 herein.

7 84. Only the beneficiary of a Deed of Trust or the beneficiary's assignee or the agent of a
8 beneficiary or its assignee may cause to be recorded against real property either a Notice of
9 Default or Notice of a Trustee's Sale.
10

11 85. Defendants, and each of them, disparaged Plaintiff's exclusive valid title by and through
12 the preparation, posting, publishing and recordings related to the BNC mortgage including, but
13 not limited to numerous Notices of Default and Notice of Trustee Sales.
14

15 86. Defendants knew or should have known that such documents were improper in that at the
16 time of execution and delivery of said documents, Defendants had no right, title or interest in the
17 Property. These documents were naturally and commonly to be interpreted as denying,
18 disparaging, and casting doubt upon Plaintiff's legal title to the Property. Due to the posting,
19 publishing and recording of said documents, Defendants' disparagement of Plaintiff's legal title
20 was made to the world at large.
21

22 87. At the time that the false and disparaging documents were created and published,
23 Defendants knew the documents were false and created and published them with the malicious
24 intent to injure Plaintiff and deprive him of his exclusive right, title, and interest in the Property,
25 and to obtain the Property for their own use by unlawful means.
26

27 88. As a direct and proximate result of Defendants' fraudulent, oppressive and malicious
28 conduct in publishing these documents, Plaintiff's title to the Property has been disparaged and

1 slandered, there is a cloud on Plaintiff's title, Plaintiff has suffered, and continues to suffer,
2 damages in an amount that exceeds \$15,000.00.

3 **FIFTH CLAIM FOR RELIEF**
4 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

5 89. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
6 herein.

7 90. The actions of Defendants, as set forth herein, have resulted in the Plaintiff being
8 threatened with the loss of Property.

9 91. This outcome has been created without any right or privilege on the part of the
10 Defendants, and, as such, their actions constitute outrageous or reckless conduct.

11 92. Defendants, intentionally, knowingly and recklessly misrepresented to the Plaintiff those
12 Defendants were entitled to exercise the power of sale provision contained in a fraudulent deed
13 of trust. Defendants were not entitled to do so and have no legal, equitable, or actual beneficial
14 interest whatsoever in the Property.
15

16 93. Defendants' conduct, fraudulently attempting to foreclose or claiming the right to
17 foreclose on the Property in which they have no right, title, or interest is so outrageous and
18 extreme that it exceeds all bounds usually tolerated in a civilized community.
19

20 94. Such conduct was taken with the specific intent of inflicting emotional distress and
21 debilitated that Plaintiff would be unable to exercise legal rights in the Property; the right to title
22 of the Property; the right to verify the alleged debt that Defendants are attempting to collect, and
23 right to clear title to the Property such that said title will regain its marketability and value.
24

25 95. At the time Defendants began their fraudulent foreclosure proceedings, Defendants were
26 not acting in good faith while attempting to collect on the subject debt. Defendants, and each of
27

28

1 them, committed the acts set forth above with complete, utter and reckless disregard of the
2 probability of causing Plaintiff to suffer severe emotional distress.

3 96. As an actual and proximate cause of Defendants' attempt to fraudulently foreclose on
4 Plaintiff's home or claim of the right to foreclose on Plaintiff's home, the Plaintiff has suffered
5 severe emotional distress, including but not limited to lack of sleep, anxiety and depression.

6 97. Plaintiff did not default in the manner expressed in the notices of default, yet due to
7 Defendants' outrageous conduct, Plaintiff has been living under the constant emotional
8 nightmare of losing his Property.

9 98. As a proximate cause of Defendants' conduct, Plaintiff has experienced many sleepless
10 nights, severe depression, lack of appetite, and loss of productivity related to his employment.

11 99. As a result of Defendants' conduct, Plaintiff has been damaged in an amount in excess of
12 \$15,000.00.

13
14
15 **SIXTH CLAIM FOR RELIEF**
16 **(FRAUD)**

17 100. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
18 herein.

19 101. Defendant BNC knowingly or recklessly filed a Foreign Qualification with the Nevada
20 Secretary of State, under penalty of perjury, that it knew to be false or fraudulent.

21 102. Defendant BNC knowingly or recklessly induced the Nevada Mortgage Lending Division
22 to issue BNC a license to transact business in Nevada.

23 103. The State of Nevada Mortgage Lending Division relied on the material representation
24 that BNC was a foreign corporation in good standing when issuing BNC a license to transact
25 business in Nevada.
26
27
28

1 104. Upon information and belief, Defendants BNC manufactured false or fraudulent notes
2 during the real estate crisis of 2007 in an effort to foreclose on homes in which it had no interest
3 and, as a calculated business practice, incurred no liability due to its status as a defunct foreign
4 corporation.

5 105. On or about February 18, 2015, Defendant U.S. Bank attempted to circumvent notice
6 requirements to Plaintiff by posting an unlawful detainer on his Property, yet failing to name
7 Plaintiff in said unlawful detainer, as a fraudulent and calculated business practice to remove
8 Plaintiff from the Property without affording Plaintiff due process of law.

10 106. Defendants, at all relevant times herein, omitted documents required to be produced
11 pursuant to NRS 106.295.

13 107. Plaintiff further contends that the above-specified Defendants, and each of them, falsely
14 or fraudulently prepared documents required for Defendants, and each of them, to foreclose on
15 Plaintiff's home as a calculated and fraudulent business practice.

16 108. Plaintiff requests that this Court find that Defendants are vexatious litigants and that the
17 purported power of sale contained in the purported Note and Deed of Trust has no force and
18 effect because Defendants' actions in the processing, handling and attempted foreclosure of this
19 loan involved numerous fraudulent, false, deceptive and misleading practices, including, but not
20 limited to violations of State laws designed to protect borrowers, which has directly caused
21 Plaintiff to be at an equitable disadvantage to Defendants, and each of them.

23 109. Defendants, and each of them, through the allegations alleged above, have or claim the
24 right to illegally commence foreclosure under the Note on the Property via a foreclosure action
25 supported by false or fraudulent documents. Said unlawful foreclosure action has caused and
26 continues to cause Plaintiff great and irreparable injury in that real property is unique.
27
28

110. As a proximate result of Defendants' conduct, Plaintiff has suffered harm.

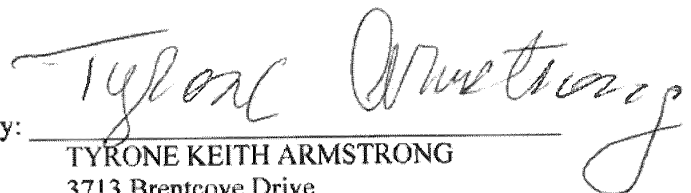
111. As a result of Defendants' conduct, Plaintiff has been damaged in an amount in excess of \$15,000.00.

WHEREFORE, Defendant prays for judgment as follows:

1. For the foreclosure sale to be enjoined by a preliminary and/or permanent injunction.
2. A judicial declaration that the title to the subject Property is vested in Plaintiff alone and that Defendants, and all other persons unknown, and each of them be declared to have no right, title, estate, lien or interest in the real property described in the complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto.
3. That Defendants, and all other persons unknown, their agents or assigns, be forever enjoined from asserting any right, title, estate, lien or interest in the real property described in the complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto.
4. Compensatory, special, general and punitive damages.
5. For such other and further relief as the Court deems just and proper.

DATED this 18th day of June, 2019.

By: _____



TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
(702) 491-8426
performanceoneautomotive@gmail.com
Plaintiff Pro Se

VERIFICATION

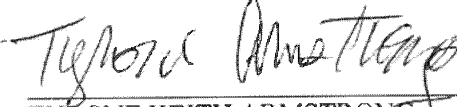
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, TYRONE KEITH ARMSTRONG, under penalty of perjury, state:

1. That I am the Plaintiff in this matter.
2. That I am over 18 years of age and competent to testify to the facts herein.
3. That I have read the above and foregoing *Verified Complaint* and know the contents thereof; that the same is true of my own knowledge, except those matters stated therein upon information and belief, and as to those matters I believe them to be true.
4. That I bring this Complaint in good faith and not for any improper purpose.

Per NRS 53.045 "I declare under penalty of perjury that the foregoing is true and correct."

DATED this 18th day of June, 2019.



TYRONE KEITH ARMSTRONG

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EXHIBIT “1”

Bank of America



Bank of America
4500 Amon Carter Blvd
TX2-979-01-19
Fort Worth, TX 76155

October 26, 2016

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Loan #9786998021208001

Property Address: 3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032

TYRONE K ARMSTRONG,

We received a full payoff for this loan.

Our records show that Bank of America has received a full payoff of your promissory note, home equity agreement, or other instrument of indebtedness (referred to as "Note" in this letter) for the loan listed above.

What you should know

- ☒ Enclosed is the original Note marked "paid".
- ☐ Enclosed is a copy of the Note marked "paid". Based on our records, the original Note has been lost or destroyed.
- ☐ We are unable to locate the original Note or a copy. Based on our records, the original Note has been lost or destroyed.
- ☒ Enclosed is the original security instrument marked "paid".
- ☐ Enclosed is a copy of the security instrument marked "paid". Based on our records, the original security instrument has been lost or destroyed.
- ☐ We are unable to locate the original security instrument or a copy. Based on our records, the original security instrument instrument has been lost or destroyed.

We are providing you this letter for your records.

Questions?

We appreciate the opportunity to serve your home loan needs. If you have any questions, please call us at 800.669.4807 Monday through Friday 7 a.m. to 10 p.m. Eastern.

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EXHIBIT “2”

20041229-0002078

Assessor's Parcel Number:
139-09-217-099
Return To: New Century Mortgage
Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

13
Prepared By: New Century Mortgage
Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612
Recording Requested By: New Century
Mortgage Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

Fee: \$36.00
N/C Fee: \$25.00

12/29/2004 10:32:25
T20040160085

Requestor:
SOUTHWEST TITLE

Frances Deane KGP
Clark County Recorder Pgs: 23

23

04-12-0012 TR [Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated December 23, 2004, together with all Riders to this document.

(B) "Borrower" is TYRONE K ARMSTRONG, A Single Man

610 069980212 D2 001 003

Borrower is the trustor under this Security Instrument.

(C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation
organized and existing under the laws of California

1000584013

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

Form 3029 1/01

VMP -6(NV) (0307).01

Page 1 of 15

Initials: TKA

VMP Mortgage Solutions (800)521-7291

ADJUSTABLE RATE NOTE

(LIBOR Six Month Index (as Published in *The Wall Street Journal*) - Rate Caps)
2 YEAR RATE LOCK

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT.

²⁹
December ~~25~~, 2004
(Date)

North Las Vegas
(City)

Nevada
(State)

3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 224,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **New Century Mortgage Corporation**, a California Corporation. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.500 %. The interest rate I will pay may change. The interest rate required by this Section 2 and Section 4 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

The interest rate I will pay may change on the first day of **January, 2007**, and on that day every 6th month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date in accordance with Section 4 of this Note.

3. PAYMENTS

(A) Time and Place of Payments

Beginning on the first day of **February 1, 2005** and on the first day of every month thereafter until the first day of **January, 2007**, I will pay only interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month until the Maturity Date, as provided below. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.

My monthly payments will be applied to interest before principal. If on **January 1, 2035**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."



610 069980212 N 001 001

...I will make my monthly payments at 18400 Von Karman, Suite 1000 Irvine, CA 92612 or at a different place if required by the Note Holder.

(B) Amount of My Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,213.34 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Withholding

If I am a non-resident alien, I understand that all payments due hereunder shall be paid without reduction for any taxes, deductions or withholding of any nature. If such tax, deduction or withholding is required by any law to be made from any payment to the Note Holder, I shall continue to pay this Note in accordance with the terms hereof, such that the Note Holder will receive such amount as it would have received had no such tax, deduction or withholding been required.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **January, 2007** and on the same day of every 6th month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date."

(B) The Index

Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index plus a margin. The "Index" is the average of interbank offered rates for six-month dollar deposits in the London market ("LIBOR"), as published in *The Wall Street Journal* "Money Rates" Table. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

At each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding **Five And Eight Tenth(s)** percentage points (**5.800%**) to the Current Index. The Note Holder will then round this figure to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Rate Change Date.

(i) Interest-Only Period. The "Interest-only Period" is the period from the date of this Note through **January 1, 2007** . For the Interest-only Period, the Note Holder will calculate the amount of the monthly payment to be one-twelfth (1/12th) of one (1) year's interest **6.500 %**. The result of this calculation will be the amount of my monthly payment until the next Interest Rate Change Date.

(ii) **Amortization Period.** The "Amortization Period" is the period after the Interest-only Period and continuing until the Maturity Date. During the Amortization Period, after calculating my new interest rate as provided in Section 4(C) above, the Note Holder will then calculate the amount of the monthly payment that would be sufficient to fully repay the remaining unpaid principal in equal monthly payments by the Maturity Date, assuming, for purposes of each calculation, that the interest rate remained unchanged during that period. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.000 % or less than 6.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and one half percentage points (1.5%) from the rate of interest I have been paying for the preceding month. My interest rate will never be greater than 13.500 % nor less than 6.500%.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment at least 25 days before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note and to pay the interest then accruing at the Note rate as of the date my prepayments are applied. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** or **\$5.00**, whichever is greater of my overdue monthly payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amount owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor, and further waive all relief under any valuation and appraisal laws. "Presentment" means the right to

require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. GOVERNING LAW - SECURED NOTE

This Note is governed by federal law and the law of the jurisdiction in which the property encumbered by the Security Instrument (as defined below) is located. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in the Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

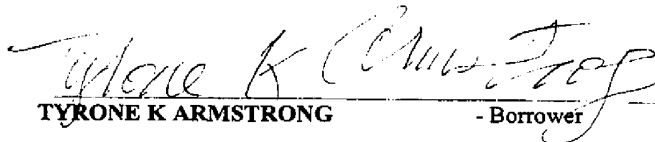
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

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

CAUTION

IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE YOU SIGN IT.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


TYRONE K ARMSTRONG

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

(Sign Original Only)

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EXHIBIT “3”

Inet #: 20170119-0001205

Fees: \$21.00

N/C Fee: \$0.00

01/19/2017 10:28:53 AM

Receipt #: 2985352

Requestor:

RECONTRUST COMPANY NA

Recorded By: CDE Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

(2)

Tax ID: 139-09-217-099

THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT CONTAINS NO INDIVIDUAL'S FEDERAL SOCIAL SECURITY NUMBER
Trisha Baca, Assistant Vice President



UID:652744e8-7f84-435f-b2f5-84b6cd9a8af1
DOCID_2006998021220100

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, TYRONE K ARMSTRONG

Is the trustor, NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS ATTORNEY-IN-FACT is the current beneficiary ("Beneficiary") and SOUTHWEST TITLE was the original trustee under that certain Deed of Trust dated 12/23/2004 and recorded 12/29/2004, as Instrument or Document No.20041229-0002078, in Book N/A, Page N/A, of Official Records of the County of CLARK, State of Nevada.

NOW THEREFORE, the undersigned Beneficiary hereby substitutes a new trustee, ReconTrust Company, N.A. ("Trustee"), under the Deed of Trust, and Trustee does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by Trustee under the Deed of Trust.

Dated: 01/09/2017

Beneficiary:

NEW CENTURY MORTGAGE CORPORATION, BY
COUNTRYWIDE HOME LOANS, INC., ITS
ATTORNEY-IN-FACT

By: _____

Jesse Lester
Assistant Vice President

Trustee:

ReconTrust Company, N.A.

By: _____

Trisha Baca
Assistant Vice President

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Document Prepared By And
When Recorded Return To:
ReconTrust Company, N.A./Lien Release
TX2-979-01-19 REL
P.O. BOX 619040
Dallas, TX 75261-9943
(800) 540-2684

This Substitution of Trustee and Full Reconveyance is made without recourse to or against the New Century Liquidating Trust and New Century Mortgage Corporation, and without representation of warranty, express or implied, by the New Century Liquidating Trust and New Century Mortgage Corporation.

Notarial Acknowledgment

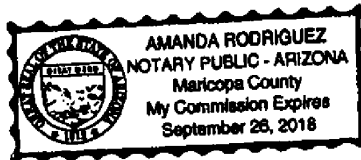
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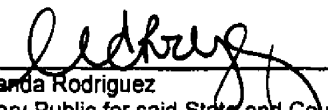
Attached to Substitution of Trustee and Full Reconveyance dated: 01/09/2017
2 pages including this page

STATE OF ARIZONA,
COUNTY OF MARICOPA

On 01/09/17, before me, Amanda Rodriguez, Notary Public, personally appeared Jesse Lester, Assistant Vice President of NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS ATTORNEY-IN-FACT and Trisha Baca, Assistant Vice President of ReconTrust Company, N.A., whose identities were proven to me on the basis of satisfactory evidence to be the persons they claim to be and whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

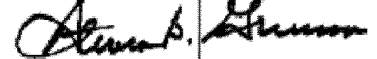
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.




Amanda Rodriguez
Notary Public for said State and County

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Document Prepared By And
When Recorded Return To:
ReconTrust Company, N.A./Lien Release
TX2-979-01-19 REL
P.O. BOX 619040
Dallas, TX 75261-9943
(800) 540-2684



IAFD
TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
Telephone: (702) 491-8426
Email: performanceoneautomotive@gmail.com
Plaintiff Pro Se

CASE NO: A-19-796941-C
Department 18

DISTRICT COURT
CLARK COUNTY, NEVADA

TYRONE KEITH ARMSTRONG,

Plaintiff,

-vs-

U.S. BANK NATIONAL ASSOCIATION,
as Trustee for Structured Asset Securities
Corporation Mortgage Pass-Through
Certificates, Series 2007-BC3; OCWEN
LOAN SERVICING, LLC; PHH
MORTGAGE CORPORATION;
WESTERN PROGRESSIVE-NEVADA,
INC.; BNC MORTGAGE, INC.; DOES 1
through 20; and ROE BUSINESS
ENTITIES 1 through 20;

Defendant(s).

CASE NO.

DEPT. NO.

INITIAL APPEARANCE FEE DISCLOSURE (NRS CHAPTER 19)

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

New Complaint Fee	1 st Appearance Fee
<input type="checkbox"/> \$1530 <input type="checkbox"/> \$520 <input type="checkbox"/> \$299 <input checked="" type="checkbox"/> \$270.00	<input type="checkbox"/> \$1483.00 <input type="checkbox"/> \$473.00 <input type="checkbox"/> \$223.00
Name: TYRONE KEITH ARMSTRONG	
<input type="checkbox"/> \$30	

IAFD Word Fillable.doc/6/18/2019

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☐ \$30

☐ \$30

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☐ Total of Continuation Sheet Attached

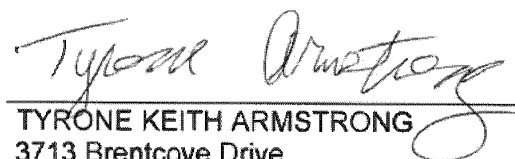
☐ \$ _____

TOTAL REMITTED: (Required)

Total Paid

\$ 270.00

DATED this 18th day of June, 2019.



TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
Telephone: (702) 491-8426
Email: performanceoneautomotive@gmail.com
Plaintiff Pro Se



LISP

1 TYRONE KEITH ARMSTRONG
2 3713 Brentcove Drive
3 North Las Vegas, Nevada 89031
4 Telephone: (702) 491-8426
5 Email: performanceoneautomotive@gmail.com
6 *Plaintiff Pro Se*

DISTRICT COURT

CLARK COUNTY, NEVADA

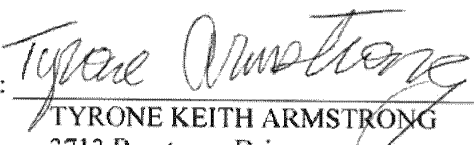
8 TYRONE KEITH ARMSTRONG,)	Case No:	A-19-796941-C
9)	Dept No:	XVIII
10 Plaintiff,)		
11 vs.)		
12 U.S. BANK NATIONAL ASSOCIATION,)		
13 as Trustee for Structured Asset Securities)		
14 Corporation Mortgage Pass-Through)		
15 Certificates, Series 2007-BC3; OCWEN)		
16 LOAN SERVICING, LLC; PHH)		
17 MORTGAGE CORPORATION;)		
18 WESTERN PROGRESSIVE-NEVADA,)		
19 INC.; BNC MORTGAGE, INC.; DOES 1)		
through 20; and ROE BUSINESS)		
ENTITIES 1 through 20;)		
20 Defendants.)		

NOTICE OF LIS PENDENS

21 **NOTICE IS HEREBY GIVEN** that a Complaint which will affect title to real property
22 has been filed by the Plaintiff-homeowner, TYRONE KEITH ARMSTRONG against the above-
23 referenced Defendants, and all other persons unknown claiming any right, title, estate, lien or
24 interest in the real property described in the complaint adverse to Plaintiff's ownership, or any
25 cloud upon Plaintiff's title thereto.
26
27
28

1 This action affects title to a specific parcel of real property that is situated in Clark
2 County, Nevada which is commonly known as 3713 Brentcove Drive, North Las Vegas, Nevada
3 89032; APN: 139-09-217-099; and legally described as LOT 1, BLOCK 4 of CHEYENNE
4 RIDGE-UNIT 2A, PLAT BOOK 54, PAGE 67, of the public records of Clark County, Nevada.

5 DATED this 18th day of June, 2019.
6
7
8

9 By: 
10 TYRONE KEITH ARMSTRONG
11 3713 Brentcove Drive
12 North Las Vegas, Nevada 89032
13 (702) 491-8426
14 performanceoneautomotive@gmail.com
15 Plaintiff Pro Se
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MISC

TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
Telephone: (702) 491-8426
Email: performanceoneautomotive@gmail.com
Plaintiff Pro Se

DISTRICT COURT

CLARK COUNTY, NEVADA

TYRONE KEITH ARMSTRONG,)
)
Plaintiff,)
)
)
vs.)
)
U.S. BANK NATIONAL ASSOCIATION,)
as Trustee for Structured Asset Securities)
Corporation Mortgage Pass-Through)
Certificates, Series 2007-BC3; OCWEN)
LOAN SERVICING, LLC; PHH)
MORTGAGE CORPORATION;)
WESTERN PROGRESSIVE-NEVADA,)
INC.; BNC MORTGAGE, INC.; DOES 1)
through 20; and ROE BUSINESS)
ENTITIES 1 through 20;)
Defendants.)

Case No:

Dept No:

VERIFIED COMPLAINT FOR:

- 1. WRONGFUL FORECLOSURE;**
- 2. QUIET TITLE;**
- 3. DECLARATORY RELIEF;**
- 4. SLANDER OF TITLE;**
- 5. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; AND**
- 6. FRAUD**

VERIFIED COMPLAINT

(ARBITRATION EXCEPTION CLAIMED: TITLE TO REAL PROPERTY)

COMES NOW Plaintiff Pro Se TYRONE KEITH ARMSTRONG, and complains of
Defendants as follows:

I. PARTIES

1. Plaintiff TYRONE KEITH ARMSTRONG ("Plaintiff"), is, and was at all relevant times
herein, a resident and owner of certain real property located in Clark County, Nevada.

1 2. Defendant U.S. BANK NATIONAL ASSOCIATION as Trustee for Structured Asset
2 Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank"), is,
3 and was at all relevant times herein, a business entity of unknown form doing business in Clark
4 County, Nevada.

5 3. Defendant OCWEN LOAN SERVICING, LLC ("Ocwen"), is, and was at all relevant
6 times herein, a foreign limited liability company incorporated in the State of Delaware, doing
7 business in Clark County, Nevada, registered with our Secretary of State as Business ID:
8 NV20021078677.
9

10 4. Defendant PHH MORTGAGE SERVICES aka PHH MORTGAGE CORPORATION
11 ("PHH"), is, and was at all relevant times herein, a foreign corporation incorporated in the State
12 of New Jersey, doing business in Clark County, Nevada, registered with our Secretary of State as
13 Business ID: NV19861005108.
14

15 5. Defendant WESTERN PROGRESSIVE-NEVADA, INC. ("Western"), is, and was at all
16 relevant times herein, a foreign corporation incorporated in the State of Delaware, doing business
17 in Clark County, Nevada, registered with our Secretary of State as Business ID:
18 NV20121471611.
19

20 6. Upon information and belief Defendant BNC MORTGAGE, INC. ("BNC") is, and was
21 at all relevant times herein, a defunct foreign corporation from the State of Delaware, doing
22 business in Clark County, Nevada, registered with our Secretary of State as Business ID:
23 NV19981309027.
24

25 7. All other persons unknown claiming any right, title, estate, lien or interest in the real
26 property described in the complaint adverse to Plaintiff's ownership, or any cloud upon
27 Plaintiff's title thereto.
28

1 8. Plaintiff does not know the true names and capacities of the defendants sued herein as
2 DOES 1 through 20 and ROE BUSINESS ENTITIES 1 through 20 and, therefore sues said
3 Defendants by such fictitious names. Plaintiff is informed and believes and therefore alleges that
4 each of the Defendants designated as DOES or ROE BUSINESS ENTITIES is responsible in
5 some manner for the events and occurrences referred to in this Complaint, claims some right,
6 title or interest in the Property described below that is subject and subordinate to the rights,
7 interests, and asserted ownership of Plaintiff described herein. Plaintiff will amend this
8 Complaint to insert the true names and capacities of DOES 1 through 20 and/or ROE
9 BUSINESS ENTITIES 1 through 20, when the same have been ascertained and to join
10 Defendants in this action.
11

12 9. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,
13 Defendants U.S. Bank, Ocwen, PHH, Western, BNC, DOES 1-20 and ROE BUSINESS
14 ENTITIES 1-20 are the agents, employees and/or joint-venturers of each other, and in doing the
15 things alleged herein below, were acting with the course and scope of such agency, employment
16 and/or joint venture. Defendants U.S. Bank, Ocwen, PHH and Western are hereinafter
17 collectively referred to as the "Foreclosing Defendants."
18

19 II. JURISDICTION

20
21 10. This action relates to the ownership and title to certain residential real property located in
22 Clark County, Nevada that is commonly known as 3713 Brentcove Drive, North Las Vegas,
23 Nevada 89032; APN: 139-09-217-099; and legally described as LOT 1, BLOCK 4 of
24 CHEYENNE RIDGE-UNIT 2A, PLAT BOOK 54, PAGE 67, of the public records of Clark
25 County, Nevada (hereinafter the "Property"). Accordingly, jurisdiction and venue are
26 appropriate in Clark County, Nevada.
27
28

11. Plaintiff's *Petition for Foreclosure Mediation Assistance*¹ filed in the Eighth Judicial District Court on July 18, 2018 is an in rem or quasi in rem proceeding² in which Defendants U.S. Bank and Western entered into a *Stipulation for a 90-Day Stay of Foreclosure With a Certificate to Issue in 90-Days*. No notice of entry of order has yet been entered following said *Stipulation and Order* and the register of actions currently reflects that the case remains open.

12. Defendant U.S. Bank's unlawful detainer related to the Property filed in North Las Vegas Justice Court,³ detailed herein below, was an in rem or quasi in rem proceeding and further subjects the instant action to the prior-exclusive-jurisdiction-doctrine.

13. This Court has continuing, exclusive jurisdiction over this matter because: (i) the Foreclosure Mediation state court case remains open; (ii) the state court *90-day Stay* is tolled pending a notice of entry of order; (iii) the state court *Stay* will commence and continue to remain in effect 90 days after a notice of entry of order is filed; (iv) an unlawful detainer filed by Defendant U.S. Bank in North Las Vegas was posted on Plaintiff's Property; and (v) Plaintiff responded to Defendants' unlawful detainer action. This Court should deny Defendants' anticipated request to remove the instant case to federal court.

III. INTRODUCTION

14. This is an action brought by Plaintiff for declaratory judgment, injunctive and equitable relief, and for compensatory, special, general and punitive damages. Plaintiff, the homeowner, disputes the title and ownership of the real property in question, which is the subject of this action, in that a purported lender alleges to have ownership of Plaintiff's mortgage note and/or

¹ Dist. Ct. Case No: A-18-777819-FM.

² *Chapman v. Deutsche Bank Nat'l Trust Co.*, 302 P.3d 1103 (Nev. May 30, 2013).

³ North Las Vegas Justice Court Case No: 15CN000006.

1 Deed of Trust and, that the claim, although facially valid, is invalid and unenforceable because it
2 is supported by false or fraudulent documents and licensing. Defendants are attempting to
3 unlawfully sell, assign and/or transfer its purported ownership/security interest in a promissory
4 note and deed of trust related to the Property, and, thus, do not have lawful ownership or a
5 security interest in Plaintiff's home which is described in detail herein. For these reasons, the
6 Court should issue a preliminary and permanent injunction against the Notice of Trustee Sale
7 scheduled on **July 19, 2019 at 9:00am** against Plaintiff's home and quiet title to the Property in
8 Plaintiff's name.
9

10 **IV. ALLEGATIONS REGARDING BNC MORTGAGE, INC.**

11 15. On May 02, 1995, BNC originally incorporated in the State of California as reflected by
12 the official records of the California Secretary of State.

13 16. On October 15, 1997, BNC registered in the State of Delaware as a foreign corporation
14 from California, as reflected by the official records of the Delaware Secretary of State.

15 17. On March 11, 1998, the official records of the California Secretary of State reflect a
16 merger between BNC, a California corporation, and BNC, a Delaware corporation, with BNC, a
17 Delaware corporation, as the surviving entity.
18

19 18. On March 11, 1998, BNC registered in the State of California as a foreign corporation
20 from Delaware, as reflected by the official records of the California Secretary of State.
21

22 19. On March 20, 1998, BNC, a Delaware corporation, withdrew its domestic corporation
23 and was no longer active in the State of Delaware, as reflected by the official records of the
24 Delaware Secretary of State.
25

26 20. On August 17, 1998, BNC registered in the State of Nevada as a foreign corporation from
27 Delaware as reflected by the official records of the Nevada Secretary of State.
28

1 21. On August 17, 1998, BNC filed a Foreign Qualification with the Nevada Secretary of
2 State, under penalty of perjury, and declared that BNC is in good standing in the State of
3 Delaware.

4 22. In accordance with the Foreign Qualification filed by BNC, the State of Nevada Division
5 of Mortgage Lending approved BNC with an exempt company registration and permitted BNC
6 to originate loans in Nevada.
7

8 23. BNC renewed its annual foreign registration in Nevada and continued to transact business
9 in this State until 2007, as reflected by the official records of the Nevada Secretary of State.

10 24. At all times relevant herein, BNC was not properly licensed to originate mortgage loans
11 in Nevada due to BNC's status as a defunct corporation in its home state of Delaware.
12

13 **V. GENERAL ALLEGATIONS**

14 25. On December 23, 1998, Plaintiff obtained fee simple title to the Property, against the
15 whole world. The Deed of Trust identified Norwest Mortgage, Inc. as the lender and was
16 recorded as document number 199812230001631 in the official records of Clark County,
17 Nevada.
18

19 26. On December 23, 2003, Plaintiff refinanced his home, the Deed of Trust identified
20 Finance America, LLC as the lender and was recorded as document number: 200312230003212
21 in the official records of Clark County, Nevada.

22 27. On December 29, 2004, Plaintiff refinanced his home and the Deed of Trust identified
23 New Century Mortgage Corporation as the lender and was recorded as document number:
24 200412290002078 in the official records of Clark County, Nevada. The note reflects that the
25 amount of the mortgage was \$224,000.00 at a 6.5% interest rate. The trustee of record was
26 Southwest Title.
27
28

1 28. As a result of the real estate crisis of 2007, New Century Mortgage Corporation was
2 acquired by Countrywide Financial Corporation, and then acquired by Bank of America
3 (hereinafter collectively referred to as "Bank of America").

4 29. On January 25, 2007, a Deed of Trust was recorded against the Property, identified the
5 lender as BNC, and recorded as document number: 200701250003978 in the official records of
6 Clark County, Nevada. The purported BNC note was in the amount of \$237,000.00 with a 6.4%
7 interest rate. The trustee of record is reflected as T.D. Service Company. The escrow company
8 was identified as National Alliance Title Company.
9

10 30. Defendant U.S. Bank alleges to be the beneficiary of the BNC note/deed, Defendant
11 Ocwen services the purported loan, Defendant PHH is partners with or possesses a joint interest
12 with Ocwen, and Defendant Western records notices of default and trustee sales on behalf of the
13 Foreclosing Defendants.
14

15 31. Plaintiff categorically denies that he applied for a mortgage with BNC and challenges the
16 authenticity of said note/deed of trust.
17

18 32. Neither Bank of America nor Plaintiff received the \$237,000.00 benefit from the
19 purported BNC (second) mortgage. The Foreclosing Defendants have failed to produce proof of
20 payment and have further failed to produce the original BNC note/deed of trust for inspection.
21

22 33. At no time has Plaintiff made a payment to BNC, ever.
23

24 34. According to the Nevada Secretary of State, the escrow company where the BNC
25 mortgage was purportedly executed, National Alliance Title Company, was permanently revoked
26 on or about May 31, 2008.
27
28

1 35. On February 24, 2009, Plaintiff's mortgage was subject to a consent judgment⁴ entered
2 between Countrywide Financial Corporation (aka New Century/Bank of America) and the State
3 of Nevada related to mortgages that originated with Countrywide or its subsidiaries.

4 36. On May 06, 2010, the Foreclosing Defendants, through the Cooper Castle Law Firm,
5 interfered with Plaintiff's use of the Property and recorded a Notice of Default and Election to
6 Sell as document number: 201005060002260 in the official records of Clark County, Nevada.
7 The notice of default was premised on a promise to pay BNC. Said notice of default identified
8 U.S. Bank as the beneficiary, Ocwen as the loan servicer and Western as the trustee.
9

10 37. As a result of the initial non-judicial foreclosure proceedings against Plaintiff's home, he
11 suffered from a lack of sleep, anxiety, depression, lack of appetite and loss of productivity
12 related to his employment.
13

14 38. Notwithstanding numerous requests made by Plaintiff pursuant to NRS 106.295, the
15 Foreclosing Defendants either concealed or failed to produce the original or a certified copy of
16 the BNC note, mortgage and any endorsements, either blank or to a specific party.
17

18 39. On October 11, 2012, the Foreclosing Defendants, through the Cooper Castle Law Firm,
19 rescinded said Notice of Default and Election to Sell as document number: 201210110001889 in
20 the official records of Clark County, Nevada.

21 40. On January 07, 2015, Defendant U.S. Bank filed an unlawful detainer as part of North
22 Las Vegas Justice Court case number 15CN000006, naming only Anthony Morris, an alleged
23 tenant. On or about said date, a copy of said unlawful detainer was posted on Plaintiff's
24 Property. yet failed to name Plaintiff.
25

26
27
28 ⁴ District Court Case No: A583442.

1 41. On April 23, 2015, Plaintiff filed a pleading with the North Las Vegas Justice Court that
2 indicates in relevant part, that Plaintiff is the owner and Anthony Morris has no interest in the
3 Property.

4 42. On May 14, 2015, Plaintiff appeared at a hearing related to the unlawful detainer in North
5 Las Vegas Justice Court. The register of actions reflects that Plaintiff was "present but is not
6 party to this case. Off calendar."
7

8 43. On June 12, 2015, the Foreclosing Defendants once again interfered with Plaintiff's use
9 of the Property and recorded a Notice of Default and Election to Sell as document number:
10 201506120001252 in the official records of Clark County, Nevada.
11

12 44. As a result of the second non-judicial foreclosure proceedings against Plaintiff's home,
13 he suffered from a lack of sleep, anxiety, depression, lack of appetite and loss of productivity
14 related to his employment.

15 45. Plaintiff once again requested the Foreclosing Defendants to produce the original or
16 certified copy of the note, mortgage and/or assignments. Defendants either concealed or failed to
17 produce the same.
18

19 46. On November 24, 2015, a Notice of Trustee Sale was recorded by Defendant Western on
20 behalf of the Foreclosing Defendants as document number: 201511240001981 in the official
21 records of Clark County, Nevada.
22

23 47. On or about July 04, 2016, the Internal Revenue Service responded to a complaint filed
24 by Plaintiff regarding the theft of his identity and confirmed "We verified your documents to
25 support your identity theft report."

26 48. On or about October 26, 2016, Plaintiff satisfied or settled his mortgage with the true
27 holder of the note and deed of trust, Bank of America.
28

1 49. Plaintiff received written correspondence from Bank of America that reflects "*We*
2 *received a full payoff for this loan*" (attached as exhibit "1"). Along with said written
3 correspondence, Bank of America enclosed the "original" note⁵ and deed of trust originating
4 from New Century Mortgage Corporation stamped "paid in full" (attached as exhibit "2").

5 50. On December 20, 2016, Plaintiff received a Deed and Encumbrance Report in connection
6 with an attempt to refinance his Property. Said report reflected the BNC mortgage as a *second*
7 *mortgage* on the property. Plaintiff was denied for the loan due to the BNC encumbrance.
8

9 51. The BNC mortgage was not used to extinguish the Bank of America mortgage.

10 52. Upon information and belief, a title report and appraisal of the Property were required
11 prior to issuance of the alleged BNC mortgage.
12

13 53. BNC purportedly issued a second mortgage in the amount of \$237,000.00 on a Property
14 that was encumbered by a \$224,000.00 first lien by Bank of America; creating a total
15 indebtedness of \$461,000.00 secured by a Property that, according to BNC, last appraised for
16 \$237,000.00.
17

18 54. On January 19, 2017, Bank of America as the current beneficiary recorded a Substitution
19 of Trustee and Full Reconveyance in favor of Plaintiff as document number: 201701190001205
20 in the official records of Clark County, Nevada (attached as exhibit "3").

21 55. On February 15, 2017, Plaintiff filed a police report with the North Las Vegas Police
22 Department claiming that his identity had been stolen to obtain the BNC mortgage.
23

24 56. On January 18, 2018, the Defendants' second Notice of Default and Election to Sell was
25 rescinded by Defendant Western and recorded as document number: 201801180000153 in the
26 official records of Clark County, Nevada.
27

28 ⁵ Original note available for inspection upon request.

1 57. On May 31, 2018, the Foreclosing Defendants, through Defendant Western, recorded a
2 third Notice of Default and Election to Sell as document number: 201805310000866 in the
3 official records of Clark County, Nevada.

4 58. As a result of the third foreclosure proceedings against Plaintiff's home, he suffered from
5 a lack of sleep, anxiety, depression, lack of appetite and loss of productivity related to his
6 employment.
7

8 59. On July 18, 2018, Plaintiff filed his *Petition for Foreclosure Mediation* in district court.

9 60. On September 18, 2018, a stipulation and order was entered for a 90-day stay of
10 foreclosure with a certificate to issue in 90-days. No *notice of entry* of the stipulation and order
11 appears in the case file.
12

13 61. On November 04, 2018, Plaintiff submitted a complaint to the Nevada Secretary of State
14 Notary Division and alleged that he did not execute his signature on the BNC note that was
15 purportedly witnessed by Roseanne Ehring, a Nevada notary. Plaintiff requested to inspect the
16 notary's journal to determine whether Plaintiff's signature was present. Plaintiff's complaint to
17 the Notary Division details the due diligence he conducted to locate the notary, but to no avail.
18

19 62. On November 29, 2018, the Notary Division responded to Plaintiff's complaint, found
20 that the notary's appointment expired in 2008 and that the former notary is not required to
21 produce her journal more than seven years after expiration of her appointment.
22

23 63. On December 10, 2018, Plaintiff conducted due diligence in an attempt to inspect
24 documents in connection with the purported BNC loan application and to identify the individuals
25 that participated at closing. Plaintiff made attempts to locate the escrow company that is
26 reflected on the BNC deed of trust, National Alliance Title Company. All locations in Clark
27 County were out of business.
28

1 64. According to the Nevada Secretary of State, National Alliance Title Company was a
2 foreign corporation from California that was permanently revoked on or about May 31, 2008.

3 65. In a further attempt to locate the purported BNC mortgage records, a business entity
4 search with California Secretary of State revealed no record for National Alliance Title
5 Company.

6 66. To date, Defendants have failed to produce adequate evidence of the original or certified
7 copy of the Note, Mortgage and/or Assignments.

9 67. Plaintiff has openly and continuously been in exclusive possession and control of the
10 Property since December 23, 1998; maintained and paid all utilities including, but not limited to
11 water, sewer, trash, electric, gas, HOA fees, property taxes, homeowner's insurance, and made
12 numerous improvements to the Property.

14 68. On June 13, 2019, the Foreclosing Defendants recorded a Notice of Trustee Sale as
15 document number: 201906130001519 in the official records of Clark County, Nevada.

16 69. Unless and until enjoined and restrained by order of this court, Defendants will cause
17 grave and irreparable injury to Plaintiff in that he will be deprived of his home.

18 70. Plaintiff has no adequate remedy at law for the continuing conduct in that it would be
19 impossible for Plaintiff to determine the precise amount of damage he will suffer if Defendants'
20 conduct is not restrained, and that Plaintiff will be deprived of the Property, his home of 20
21 years, which deprivation cannot be compensated in damages.
22

23
24 **VI. CLAIMS FOR RELIEF**

25 **FIRST CLAIM FOR RELIEF**
26 **(WRONGFUL FORECLOSURE)**

27 71. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
28 herein.

1 72. Plaintiff was not in default when the Foreclosing Defendants exercised the power of sale
2 because Plaintiff tendered the amount of the secured indebtedness to Bank of America or was
3 excused from tendering and Plaintiff received a satisfaction of mortgage from Bank of America
4 (see exhibits "1-3," inclusive).

5 73. Plaintiff was not in default when the Foreclosing Defendants exercised the power of sale
6 because *at no time* did Plaintiff enter into a residential mortgage agreement with BNC for the
7 power of sale to be conferred upon or exercised by the Foreclosing Defendants.

9 74. Plaintiff has repeatedly challenged the authenticity of the BNC note and, notwithstanding
10 Plaintiff's numerous requests via certified mail, the Foreclosing Defendants have either
11 concealed or failed to produce the original or certified copy of the note, mortgage and/or
12 assignments required pursuant to NRS 106.295.

14 75. Assuming *arguendo*, even if Defendants did have the ability to produce an original
15 note/mortgage (and they do not), BNC *was not properly licensed* to originate loans in Nevada, or
16 elsewhere, because at all relevant times herein BNC was a defunct corporation in its home state
17 of Delaware.

19 76. The note by which the foreclosing bank purportedly took a beneficial interest in the deed
20 of trust is not merely voidable, but *void ab initio*; and the Foreclosing Defendants have no legal
21 right to foreclose on the Property. The void note is the proximate cause of actual injury and
22 Plaintiff has been harmed or prejudiced as a result.

24 77. Plaintiff has no other plain, speedy or adequate remedy and the injunctive relief prayed
25 for below is necessary and appropriate at this time to prevent irreparable loss to Plaintiff.
26 Plaintiff has suffered and will continue to suffer in the future unless Defendants' wrongful
27
28

1 conduct is restrained and enjoined because real property is inherently unique and it will be
2 impossible for Plaintiff to determine the precise amount of damage he will suffer.

3 **SECOND CLAIM FOR RELIEF**
4 **(QUIET TITLE)**

5 78. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
6 herein.

7 79. Plaintiff is the equitable owner of the Property and entitled to a determination from this
8 Court pursuant to NRS 30.010 et seq. and/or 40.010.

9
10 80. An actual controversy has arisen and exists between Plaintiff and Defendants specified
11 hereinabove, regarding Plaintiff's respective rights, in that Plaintiff contends that Defendants,
12 and each of them, are unlawfully asserting an adverse claim to title to real property duly owned
13 by Plaintiff; that title to the Property is affected by a claim by the Defendants (i.e. Notice of
14 Trustee Sale); and that the claim, although facially valid, is invalid and unenforceable because it
15 is supported by false or fraudulent documents and licensing. Defendants do not have the right to
16 foreclose on the Property because Defendants, and each of them, have failed to perfect any
17 security interest in the Property, cannot prove to the court that they have a valid interest, properly
18 licensed, or are otherwise barred by the statute of limitations.
19

20 **THIRD CLAIM FOR RELIEF**
21 **(DECLARATORY RELIEF)**

22 81. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
23 herein.
24

25 82. Plaintiff seeks a declaration from this Court, pursuant to NRS 30.010 et seq. and/or
26 40.010, that title in the Property be vested in Plaintiff free and clear of all liens and
27
28

1 encumbrances, that the Defendants herein have no estate, title, right, interest, or claim to the
2 subject Property adverse to the Plaintiff.

3 **FOURTH CLAIM FOR RELIEF**
4 **(SLANDER OF TITLE)**

5 83. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
6 herein.

7 84. Only the beneficiary of a Deed of Trust or the beneficiary's assignee or the agent of a
8 beneficiary or its assignee may cause to be recorded against real property either a Notice of
9 Default or Notice of a Trustee's Sale.
10

11 85. Defendants, and each of them, disparaged Plaintiff's exclusive valid title by and through
12 the preparation, posting, publishing and recordings related to the BNC mortgage including, but
13 not limited to numerous Notices of Default and Notice of Trustee Sales.

14 86. Defendants knew or should have known that such documents were improper in that at the
15 time of execution and delivery of said documents, Defendants had no right, title or interest in the
16 Property. These documents were naturally and commonly to be interpreted as denying,
17 disparaging, and casting doubt upon Plaintiff's legal title to the Property. Due to the posting,
18 publishing and recording of said documents, Defendants' disparagement of Plaintiff's legal title
19 was made to the world at large.
20

21 87. At the time that the false and disparaging documents were created and published,
22 Defendants knew the documents were false and created and published them with the malicious
23 intent to injure Plaintiff and deprive him of his exclusive right, title, and interest in the Property,
24 and to obtain the Property for their own use by unlawful means.
25

26 88. As a direct and proximate result of Defendants' fraudulent, oppressive and malicious
27 conduct in publishing these documents, Plaintiff's title to the Property has been disparaged and
28

1 slandered, there is a cloud on Plaintiff's title, Plaintiff has suffered, and continues to suffer,
2 damages in an amount that exceeds \$15,000.00.

3 **FIFTH CLAIM FOR RELIEF**
4 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

5 89. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
6 herein.

7 90. The actions of Defendants, as set forth herein, have resulted in the Plaintiff being
8 threatened with the loss of Property.

9 91. This outcome has been created without any right or privilege on the part of the
10 Defendants, and, as such, their actions constitute outrageous or reckless conduct.

11 92. Defendants, intentionally, knowingly and recklessly misrepresented to the Plaintiff those
12 Defendants were entitled to exercise the power of sale provision contained in a fraudulent deed
13 of trust. Defendants were not entitled to do so and have no legal, equitable, or actual beneficial
14 interest whatsoever in the Property.
15

16 93. Defendants' conduct, fraudulently attempting to foreclose or claiming the right to
17 foreclose on the Property in which they have no right, title, or interest is so outrageous and
18 extreme that it exceeds all bounds usually tolerated in a civilized community.
19

20 94. Such conduct was taken with the specific intent of inflicting emotional distress and
21 debilitated that Plaintiff would be unable to exercise legal rights in the Property; the right to title
22 of the Property; the right to verify the alleged debt that Defendants are attempting to collect, and
23 right to clear title to the Property such that said title will regain its marketability and value.
24

25 95. At the time Defendants began their fraudulent foreclosure proceedings, Defendants were
26 not acting in good faith while attempting to collect on the subject debt. Defendants, and each of
27

1 them, committed the acts set forth above with complete, utter and reckless disregard of the
2 probability of causing Plaintiff to suffer severe emotional distress.

3 96. As an actual and proximate cause of Defendants' attempt to fraudulently foreclose on
4 Plaintiff's home or claim of the right to foreclose on Plaintiff's home, the Plaintiff has suffered
5 severe emotional distress, including but not limited to lack of sleep, anxiety and depression.

6 97. Plaintiff did not default in the manner expressed in the notices of default, yet due to
7 Defendants' outrageous conduct, Plaintiff has been living under the constant emotional
8 nightmare of losing his Property.

9 98. As a proximate cause of Defendants' conduct, Plaintiff has experienced many sleepless
10 nights, severe depression, lack of appetite, and loss of productivity related to his employment.

11 99. As a result of Defendants' conduct, Plaintiff has been damaged in an amount in excess of
12 \$15,000.00.

13
14
15 **SIXTH CLAIM FOR RELIEF**
16 **(FRAUD)**

17 100. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
18 herein.

19 101. Defendant BNC knowingly or recklessly filed a Foreign Qualification with the Nevada
20 Secretary of State, under penalty of perjury, that it knew to be false or fraudulent.

21 102. Defendant BNC knowingly or recklessly induced the Nevada Mortgage Lending Division
22 to issue BNC a license to transact business in Nevada.

23 103. The State of Nevada Mortgage Lending Division relied on the material representation
24 that BNC was a foreign corporation in good standing when issuing BNC a license to transact
25 business in Nevada.
26
27
28

1 104. Upon information and belief, Defendants BNC manufactured false or fraudulent notes
2 during the real estate crisis of 2007 in an effort to foreclose on homes in which it had no interest
3 and, as a calculated business practice, incurred no liability due to its status as a defunct foreign
4 corporation.

5 105. On or about February 18, 2015, Defendant U.S. Bank attempted to circumvent notice
6 requirements to Plaintiff by posting an unlawful detainer on his Property, yet failing to name
7 Plaintiff in said unlawful detainer, as a fraudulent and calculated business practice to remove
8 Plaintiff from the Property without affording Plaintiff due process of law.

9 106. Defendants, at all relevant times herein, omitted documents required to be produced
10 pursuant to NRS 106.295.

11 107. Plaintiff further contends that the above-specified Defendants, and each of them, falsely
12 or fraudulently prepared documents required for Defendants, and each of them, to foreclose on
13 Plaintiff's home as a calculated and fraudulent business practice.

14 108. Plaintiff requests that this Court find that Defendants are vexatious litigants and that the
15 purported power of sale contained in the purported Note and Deed of Trust has no force and
16 effect because Defendants' actions in the processing, handling and attempted foreclosure of this
17 loan involved numerous fraudulent, false, deceptive and misleading practices, including, but not
18 limited to violations of State laws designed to protect borrowers, which has directly caused
19 Plaintiff to be at an equitable disadvantage to Defendants, and each of them.

20 109. Defendants, and each of them, through the allegations alleged above, have or claim the
21 right to illegally commence foreclosure under the Note on the Property via a foreclosure action
22 supported by false or fraudulent documents. Said unlawful foreclosure action has caused and
23 continues to cause Plaintiff great and irreparable injury in that real property is unique.

110. As a proximate result of Defendants' conduct, Plaintiff has suffered harm.

111. As a result of Defendants' conduct, Plaintiff has been damaged in an amount in excess of \$15,000.00.

WHEREFORE, Defendant prays for judgment as follows:

1. For the foreclosure sale to be enjoined by a preliminary and/or permanent injunction.
2. A judicial declaration that the title to the subject Property is vested in Plaintiff alone and that Defendants, and all other persons unknown, and each of them be declared to have no right, title, estate, lien or interest in the real property described in the complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto.
3. That Defendants, and all other persons unknown, their agents or assigns, be forever enjoined from asserting any right, title, estate, lien or interest in the real property described in the complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto.
4. Compensatory, special, general and punitive damages.
5. For such other and further relief as the Court deems just and proper.

DATED this 18th day of June, 2019.

By: _____



TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
(702) 491-8426
performanceoneautomotive@gmail.com
Plaintiff Pro Se

VERIFICATION


STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, TYRONE KEITH ARMSTRONG, under penalty of perjury, state:

1. That I am the Plaintiff in this matter.
2. That I am over 18 years of age and competent to testify to the facts herein.
3. That I have read the above and foregoing *Verified Complaint* and know the contents thereof; that the same is true of my own knowledge, except those matters stated therein upon information and belief, and as to those matters I believe them to be true.
4. That I bring this Complaint in good faith and not for any improper purpose.

Per NRS 53.045 "I declare under penalty of perjury that the foregoing is true and correct."

DATED this 18th day of June, 2019.



TYRONE KEITH ARMSTRONG

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EXHIBIT “1”

Bank of America



Bank of America
4500 Amon Carter Blvd
TX2-979-01-19
Fort Worth, TX 76155

October 26, 2016

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Loan #9786998021208001

Property Address: 3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032

TYRONE K ARMSTRONG,

We received a full payoff for this loan.

Our records show that Bank of America has received a full payoff of your promissory note, home equity agreement, or other instrument of indebtedness (referred to as "Note" in this letter) for the loan listed above.

What you should know

- ☒ Enclosed is the original Note marked "paid".
- ☐ Enclosed is a copy of the Note marked "paid". Based on our records, the original Note has been lost or destroyed.
- ☐ We are unable to locate the original Note or a copy. Based on our records, the original Note has been lost or destroyed.
- ☒ Enclosed is the original security instrument marked "paid".
- ☐ Enclosed is a copy of the security instrument marked "paid". Based on our records, the original security instrument has been lost or destroyed.
- ☐ We are unable to locate the original security instrument or a copy. Based on our records, the original security instrument instrument has been lost or destroyed.

We are providing you this letter for your records.

Questions?

We appreciate the opportunity to serve your home loan needs. If you have any questions, please call us at 800.669.4807 Monday through Friday 7 a.m. to 10 p.m. Eastern.

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EXHIBIT “2”

-22-



20041229-0002078

PAID IN FULL

Assessor's Parcel Number:
139-09-217-099
Return To: New Century Mortgage
Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

Fee, \$36.00
N/C Fee: \$25.00
12/29/2004 10:32:25
T20040160005

Requestor:
SOUTHWEST TITLE

Frances Deane KGP
Clark County Recorder Pgs: 23

13
Prepared By: New Century Mortgage
Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612
Recording Requested By: New Century
Mortgage Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612

23

04-12-0012 TR

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated December 23, 2004, together with all Riders to this document.

(B) "Borrower" is TYRONE K ARMSTRONG, A Single Man



610 069980212 D2 001 003

Borrower is the trustor under this Security Instrument.

(C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation
organized and existing under the laws of California

1000584013

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

Form 3029 1/01

VMP -6(NV) (0307).01

Page 1 of 15

Initials: TKA

VMP Mortgage Solutions (800)521-7291

ADJUSTABLE RATE NOTE

(LIBOR Six Month Index (as Published in *The Wall Street Journal*) - Rate Caps)
2 YEAR RATE LOCK

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT.

²⁹
December ~~23~~, 2004
(Date)

North Las Vegas
(City)

Nevada
(State)

3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 224,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is **New Century Mortgage Corporation**, a California Corporation. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.500 %. The interest rate I will pay may change. The interest rate required by this Section 2 and Section 4 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

The interest rate I will pay may change on the first day of **January, 2007**, and on that day every 6th month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date in accordance with Section 4 of this Note.

3. PAYMENTS

(A) Time and Place of Payments

Beginning on the first day of **February 1, 2005** and on the first day of every month thereafter until the first day of **January, 2007**, I will pay only interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month until the Maturity Date, as provided below. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.

My monthly payments will be applied to interest before principal. If on **January 1, 2035**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."



610 069980212 N 001 001

NCMC
2/28 Six Month LIBOR Note
RE-410 (111803)

Page 1 of 5

1000584013

--I will make my monthly payments at 18400 Von Karman, Suite 1000 Irvine, CA 92612 or at a different place if required by the Note Holder.

(B) Amount of My Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,213.34 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Withholding

If I am a non-resident alien, I understand that all payments due hereunder shall be paid without reduction for any taxes, deductions or withholding of any nature. If such tax, deduction or withholding is required by any law to be made from any payment to the Note Holder, I shall continue to pay this Note in accordance with the terms hereof, such that the Note Holder will receive such amount as it would have received had no such tax, deduction or withholding been required.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of **January, 2007** and on the same day of every 6th month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date."

(B) The Index

Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index plus a margin. The "Index" is the average of interbank offered rates for six-month dollar deposits in the London market ("LIBOR"), as published in *The Wall Street Journal* "Money Rates" Table. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

At each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding **Five And Eight Tenth(s)** percentage points (5.800%) to the Current Index. The Note Holder will then round this figure to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Rate Change Date.

(i) **Interest-Only Period.** The "Interest-only Period" is the period from the date of this Note through **January 1, 2007** . For the Interest-only Period, the Note Holder will calculate the amount of the monthly payment to be one-twelfth (1/12th) of one (1) year's interest **6.500 %**. The result of this calculation will be the amount of my monthly payment until the next Interest Rate Change Date.

(ii) **Amortization Period.** The "Amortization Period" is the period after the Interest-only Period and continuing until the Maturity Date. During the Amortization Period, after calculating my new interest rate as provided in Section 4(C) above, the Note Holder will then calculate the amount of the monthly payment that would be sufficient to fully repay the remaining unpaid principal in equal monthly payments by the Maturity Date, assuming, for purposes of each calculation, that the interest rate remained unchanged during that period. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.000 % or less than 6.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and one half percentage points (1.5%) from the rate of interest I have been paying for the preceding month. My interest rate will never be greater than 13.500 % nor less than 6.500%.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment at least 25 days before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note and to pay the interest then accruing at the Note rate as of the date my prepayments are applied. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** or \$5.00, whichever is greater of my overdue monthly payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amount owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor, and further waive all relief under any valuation and appraisal laws. "Presentment" means the right to

require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. GOVERNING LAW - SECURED NOTE

This Note is governed by federal law and the law of the jurisdiction in which the property encumbered by the Security Instrument (as defined below) is located. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in the Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

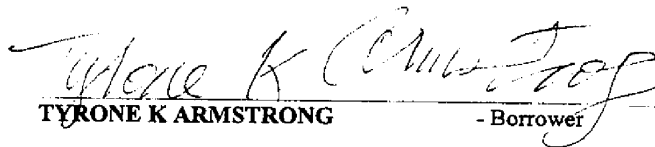
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

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

CAUTION

IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE YOU SIGN IT.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


TYRONE K ARMSTRONG

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

(Sign Original Only)

NCMC
2/28 Six Month LIBOR Note
RE-410 (111803)

1000584013

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EXHIBIT “3”

Inst #: 20170119-0001205

Fees: \$21.00

N/C Fee: \$0.00

01/19/2017 10:28:53 AM

Receipt #: 2985352

Requestor:

RECONTRUST COMPANY NA

Recorded By: CDE Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

(2)

Tax ID: 139-09-217-099

THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT CONTAINS NO INDIVIDUAL'S FEDERAL SOCIAL SECURITY NUMBER
Trisha Baca, Assistant Vice President



UID:652744e8-7f84-435f-b2f5-84b6cd9a8af1
DOCID_2006998021220100

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, TYRONE K ARMSTRONG

Is the trustor, NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS ATTORNEY-IN-FACT is the current beneficiary ("Beneficiary") and SOUTHWEST TITLE was the original trustee under that certain Deed of Trust dated 12/23/2004 and recorded 12/29/2004, as Instrument or Document No.20041229-0002078, in Book N/A, Page N/A, of Official Records of the County of CLARK, State of Nevada.

NOW THEREFORE, the undersigned Beneficiary hereby substitutes a new trustee, ReconTrust Company, N.A. ("Trustee"), under the Deed of Trust, and Trustee does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by Trustee under the Deed of Trust.

Dated: 01/09/2017

Beneficiary:

NEW CENTURY MORTGAGE CORPORATION, BY
COUNTRYWIDE HOME LOANS, INC., ITS
ATTORNEY-IN-FACT

By: _____

Jesse Lester
Assistant Vice President

Trustee:

ReconTrust Company, N.A.

By: _____

Trisha Baca
Assistant Vice President

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Document Prepared By And
When Recorded Return To:
ReconTrust Company, N.A./Lien Release
TX2-979-01-19 REL
P.O. BOX 619040
Dallas, TX 75261-9943
(800) 540-2684

This Substitution of Trustee and Full Reconveyance is made without recourse to or against the New Century Liquidating Trust and New Century Mortgage Corporation, and without representation of warranty, express or implied, by the New Century Liquidating Trust and New Century Mortgage Corporation.

Notarial Acknowledgment

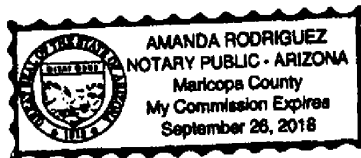
DOCID_2006998021220100

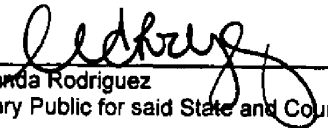
Attached to Substitution of Trustee and Full Reconveyance dated: 01/09/2017
2 pages including this page

STATE OF ARIZONA,
COUNTY OF MARICOPA

On 01/09/17, before me, Amanda Rodriguez, Notary Public, personally appeared Jesse Lester, Assistant Vice President of NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS ATTORNEY-IN-FACT and Trisha Baca, Assistant Vice President of ReconTrust Company, N.A., whose identities were proven to me on the basis of satisfactory evidence to be the persons they claim to be and whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.




Amanda Rodriguez
Notary Public for said State and County

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Document Prepared By And
When Recorded Return To:
ReconTrust Company, N.A./Lien Release
TX2-979-01-19 REL
P.O. BOX 619040
Dallas, TX 75261-9943
(800) 540-2684

**DECL**

Jeffrey S. Allison (NV Bar No. 8949)

HOUSER & ALLISON, APC

9970 Research Drive

Irvine, California 92675

6671 S. Las Vegas Blvd.

Las Vegas, Nevada 89119

Tel: (949) 679-1111

Fax: (949) 679-1112

jallison@houser-law.com

Attorneys for Defendants PHH MORTGAGE CORPORATION; U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3; PHH MORTGAGE CORPORATION, successor to OCWEN LOAN SERVICING, LLC, erroneously named; and WESTERN PROGRESSIVE-NEVADA, INC.

DISTRICT COURT**CLARK COUNTY, NEVADA**

TYRONE KEITH ARMSTRONG,

Plaintiff,

vs.

U.S. BANK NATIONAL ASSOCIATION, as

Trustee for Structured Asset Securities

Corporation Mortgage Pass-Through

Certificates, Series 2007-BC3; OCWEN

LOAN SERVICING, LLC; PHH

MORTGAGE CORPORATION; WESTER

PROGRESSIVE-NEVADA, INC.; DOES 1

through 20; ROE BUSINESS ENTITIES 1

through 20,

Defendants.

) Case No. A-19-796941-C

)

) Dept. No. 18

)

) Hon. Mary Kay Holthus

)

) **DECLARATION OF NON-MONETARY**
) **STATUS OF DEFENDANT WESTERN**
) **PROGRESSIVE-NEVADA, INC.**

) [NRS 107.029]

)

)

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Defendant WESTERN PROGRESSIVE-NEVADA, INC. ("Western Progressive");

hereby makes the following Declaration of Non-monetary Status as may be filed at any time

pursuant to NRS 107.029:

1 I, Stephanie M. Spurlock, declare as follows:

2 1. I am a Sr. Manager of Default Management Services and as such am authorized
3 to make this declaration on behalf of Western Progressive. Except for those facts stated upon
4 information and belief, I have personal knowledge of the facts set forth herein and if called as a
5 witness could and would competently testify as to those facts.
6

7 2. By written instrument recorded on January 21, 2014 in the Official Records of
8 Clark County, Nevada as Instrument No. 201401210000722, Western Progressive as the agent
9 on behalf of the beneficiary was duly substituted as the foreclosure trustee under that certain
10 Deed of Trust executed in the name of TYRONE ARMSTRONG to secure a debt in the original
11 principal amount of \$237,000.00 and recorded in the Official Records of Clark County on
12 January 25, 2007 as Instrument No. 20070125-0003978 ("Subject Deed of Trust"). The Subject
13 Deed of Trust created a first priority security interest with power of sale against the real
14 property described therein and commonly known as 3713 Brentcove Drive, North Las Vegas,
15 Nevada 89032.
16


17 3. I have reviewed the Plaintiff's Complaint in the above-captioned action. Based
18 thereon, Western Progressive maintains a reasonable belief that it is named as a defendant in the
19 above-captioned action or proceeding solely in its capacity as a foreclosure trustee under the
20 Subject Deed of Trust, and that Plaintiff's claims do not assert claims for monetary relief
21 directly against Western Progressive in other capacity.
22

23 4. Western Progressive reasonably believes that it is not remain named as a
24 defendant in the above-captioned action or proceeding due to any acts or omissions on its part in
25 or outside of the performance of its duties as foreclosure trustee, in that the facts and claims
26 alleged in the Complaint relate primarily to disputes regarding the loan origination and servicing
27 between Plaintiffs and the other defendants leading to non-judicial foreclosure commencements.
28

1 Except for handling of the non-judicial foreclosure in its limited capacity as trustee, Western
2 Progressive was not involved in the origination, servicing, or accounting concerning the loan
3 secured by the Subject Deed of Trust.

4 5. Western Progressive agrees to be bound by any non-monetary order or judgment
5 that may be issued by the Court regarding this action and the Subject Deed of Trust.

6 I declare under penalty of perjury under the laws of the State of Nevada that the
7 foregoing is true and correct and that this declaration was executed this 22nd day of July, 2019 at
8 Atlanta, Georgia
9

10 /s/  DocuSigned by:
11 1298CCA7E8AC4A7...
12 Declarant for Defendant WESTERN
13 PROGRESSIVE-NEVADA, INC.
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CERTIFICATE OF SERVICE

I hereby certify that I am over the age of eighteen (18), that I am not a party to this action, and that on this date I caused to be served a true and correct copy of the following documents:

DECLARATION OF NON-MONETARY STATUS OF DEFENDANT WESTERN PROGRESSIVE-NEVADA, INC.

I served the above-named document(s) by the following means to the persons as listed below:

- ☒ **Electronic Service through Wiznet pursuant to NRCP 5(b)(2)(D) and EDCR 8.05**
- ☒ **United States Mail, Postage Fully Prepaid**
- ☐ **Personal Service**
- ☐ **By Direct Email (as opposed to through the ECF System)**
- ☐ **By Fax Transmission**
- ☐ **By Messenger**

TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, NV 89031
Tel: (702) 491-8426
performanceoneautomotive@gmail.com

Plaintiff Pro Se

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

Dated: July 31, 2019

/s/ Jasmine Blanco
An employee of HOUSER & ALLISON, APC



1 **ANS**

2 Jeffrey S. Allison (NV Bar No. 8949)

3 HOUSER & ALLISON, APC

4 9970 Research Drive

5 Irvine, California 92675

6 6671 S. Las Vegas Blvd.

7 Building D, Ste. 210

8 Las Vegas, Nevada 89119

9 Tel: (949) 679-1111

10 Fax: (949) 679-1112

11 jallison@houser-law.com

12 Attorneys for Defendants PHH MORTGAGE CORPORATION; PHH MORTGAGE
13 CORPORATION, successor to OCWEN LOAN SERVICING, LLC, erroneously named; and
14 WESTERN PROGRESSIVE-NEVADA, INC.

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 TYRONE KEITH ARMSTRONG,) Case No. A-19-796941-C

18 Plaintiff,)

19) Dept. 18

20 vs.)

21) Hon. Mary Kay Holthus

22 U.S. BANK NATIONAL ASSOCIATION, as)

23 Trustee for Structured Asset Securities)

24 **ANSWER TO COMPLAINT**

25 Corporation Mortgage Pass-Through)

26 Certificates, Series 2007-BC3; OCWEN)

27 LOAN SERVICING, LLC; PHH)

28 MORTGAGE CORPORATION; WESTER)

through 20; ROE BUSINESS ENTITIES 1)

through 20,)

29 Defendants.)

30 Defendants PHH MORTGAGE CORPORATION; PHH MORTGAGE

31 CORPORATION, successor to OCWEN LOAN SERVICING, LLC, erroneously named,

32 collectively "Defendants," through counsel of record, answer the Complaint of Plaintiff

33 TYRONE KEITH ARMSTRONG's ("Plaintiff") as follows:

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I. PARTIES

1. Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 1.

2. Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 2.

3. Defendants admit the allegations in Paragraph 3, except deny as to the phrase "is, and " and its express or implied effect upon the allegations therein.

4. Defendants admit the allegations in Paragraph 4, except deny as to the phrase "and was" and its express or implied effect upon the allegations therein.

5. Defendants admit the allegations of paragraph 5.

6. Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 6.

7. Paragraph 7 does not aver facts that require an answer by Defendants. Subject thereto, Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 7.

8. Paragraph 8 does not aver facts that require an answer by Defendants. Subject thereto, Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 8.

9. Defendants deny the allegations of paragraph 9 as phrased.

II. JURISDICTION

10. Defendants admit the allegations of Paragraph 10, except deny as to the legal description which is incomplete

11. Defendants lack sufficient information and belief to admit or deny the allegations and legal conclusions of Paragraph 11, and on that basis deny the allegations.

1 12. Defendants lack sufficient information and belief to admit or deny the allegations
2 and legal conclusions of Paragraph 12, and on that basis deny the allegations.

3 13. Defendants lack sufficient information and belief to admit or deny the allegations
4 and legal conclusions of Paragraph 13, and on that basis deny the allegations.

5
6 **III. INTRODUCTION**

7 14. Paragraph 14 does not aver facts that require an answer by Defendants. Subject
8 thereto, Defendants lack sufficient information and belief to admit or deny the allegations and
9 legal conclusions of Paragraph 14, and on that basis denies the allegations.

10 **IV. ALLEGATIONS REGARDING BNC MORTGAGE, INC.**

11 15-24. Paragraphs 15 through 24 do not aver facts that require an answer by Defendants.
12 Subject thereto, Defendants lack sufficient information and belief to admit or deny the
13 allegations in Paragraphs 15 through 24, inclusive.

14
15 **V. GENERAL ALLEGATIONS**

16 25. Defendants lack sufficient information and belief to admit or deny the allegations
17 in Paragraph 25. The alleged instrument speaks for itself.

18 26. Defendants lack sufficient information and belief to admit or deny the allegations
19 in Paragraph 26. The alleged instrument speaks for itself.

20 27. Defendants lack sufficient information and belief to admit or deny the allegations
21 in Paragraph 27. The alleged instrument speaks for itself.

22 28. Defendants lack sufficient information and belief to admit or deny the allegations
23 in Paragraph 28.

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25 29. Defendants admit the allegations in Paragraph 29.

26 30. Defendants deny the allegations in Paragraph 30 as phrased.

27 31. Paragraph 31 does not aver facts that require an answer of Defendants.
28

1 32. Defendants lack sufficient information and belief to admit or deny the allegations
2 of Paragraph 32, and on that basis deny the allegations.

3 33. Defendants lack sufficient information and belief to admit or deny the allegations,
4 in Paragraph 33, and on that basis deny the allegations.

5 34. Defendants lack sufficient information and belief to admit or deny the allegations
6 in Paragraph 34.

7 35. Defendants lack sufficient information and belief to admit or deny the allegations
8 in Paragraph 35.

9 36. In answer to Paragraph 36, Defendants deny an interference with Plaintiff's use of
10 the property. The alleged instrument speaks for itself.

11 37. Defendants lack sufficient information and belief to admit or deny the allegations
12 of Paragraph 37, and on that basis deny the allegations.

13 38. Defendants deny the allegations of Paragraph 38.

14 39. Defendants lack sufficient information and belief to admit or deny the allegations
15 in Paragraph 39. The alleged instrument speaks for itself.

16 40. Defendants lack sufficient information and belief to admit or deny the allegations
17 of Paragraph 40, and on that basis deny the allegations.

18 41. Defendants lack sufficient information and belief to admit or deny the allegations
19 in Paragraph 41.

20 42. Defendants lack sufficient information and belief to admit or deny the allegations
21 in Paragraph 42.

22 43. In answer to Paragraph 43, Defendants deny an interference with Plaintiff's use of
23 the property. The alleged instrument speaks for itself.

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1 32. Defendants lack sufficient information and belief to admit or deny the allegations
2 of Paragraph 32, and on that basis deny the allegations.

3 33. Defendants lack sufficient information and belief to admit or deny the allegations,
4 in Paragraph 33, and on that basis deny the allegations.

5 34. Defendants lack sufficient information and belief to admit or deny the allegations
6 in Paragraph 34.

7 35. Defendants lack sufficient information and belief to admit or deny the allegations
8 in Paragraph 35.

9 36. In answer to Paragraph 36, Defendants deny an interference with Plaintiff's use of
10 the property. The alleged instrument speaks for itself.

11 37. Defendants lack sufficient information and belief to admit or deny the allegations
12 of Paragraph 37, and on that basis deny the allegations.

13 38. Defendants deny the allegations of Paragraph 38.

14 39. Defendants lack sufficient information and belief to admit or deny the allegations
15 in Paragraph 39. The alleged instrument speaks for itself.

16 40. Defendants lack sufficient information and belief to admit or deny the allegations
17 of Paragraph 40, and on that basis deny the allegations.

18 41. Defendants lack sufficient information and belief to admit or deny the allegations
19 in Paragraph 41.

20 42. Defendants lack sufficient information and belief to admit or deny the allegations
21 in Paragraph 42.

22 43. In answer to Paragraph 43, Defendants deny an interference with Plaintiff's use of
23 the property. The alleged instrument speaks for itself.

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1 44. Defendants lack sufficient information and belief to admit or deny the allegations
2 of Paragraph 44, and on that basis deny the allegations.
3 45. Defendants deny the allegations of Paragraph 45.
4 46. Defendants lack sufficient information and belief to admit or deny the allegations
5 in Paragraph 46. The alleged instrument speaks for itself.
6 47. Defendants lack sufficient information and belief to admit or deny the allegations
7 in Paragraph 47.
8 48. Defendants lack sufficient information and belief to admit or deny the allegations
9 in Paragraph 48.
10 49. Defendants lack sufficient information and belief to admit or deny the allegations
11 in Paragraph 49.
12 50. Defendants lack sufficient information and belief to admit or deny the allegations
13 in Paragraph 50.
14 51. Defendants lack sufficient information and belief to admit or deny the allegations
15 in Paragraph 51.
16 52. Defendants lack sufficient information and belief to admit or deny the allegations
17 in Paragraph 52.
18 53. Defendants lack sufficient information and belief to admit or deny the allegations
19 in Paragraph 53.
20 54. Defendants lack sufficient information and belief to admit or deny the allegations
21 in Paragraph 54. The alleged instrument speaks for itself.
22 55. Defendants lack sufficient information and belief to admit or deny the allegations
23 in Paragraph 55.
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1 56. Defendants lack sufficient information and belief to admit or deny the allegations
2 in Paragraph 56. The alleged instrument speaks for itself.

3 57. Defendants lack sufficient information and belief to admit or deny the allegations
4 in Paragraph 57. The alleged instrument speaks for itself.

5 58. Defendants lack sufficient information and belief to admit or deny the allegations
6 of Paragraph 58, and on that basis deny the allegations.

7 59. Defendants lack sufficient information and belief to admit or deny the allegations
8 in Paragraph 59.

9 60. Defendants lack sufficient information and belief to admit or deny the allegations
10 in Paragraph 60.

11 61. Paragraph 61 does not aver facts that require an answer by Defendants. Subject
12 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
13 Paragraph 61.

14 62. Paragraph 62 does not aver facts that require an answer by Defendants. Subject
15 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
16 Paragraph 62.

17 63. Defendants lack sufficient information and belief to admit or deny the allegations
18 of Paragraph 63.

19 64. Defendants lack sufficient information and belief to admit or deny the allegations
20 of Paragraph 64.

21 65. Defendants lack sufficient information and belief to admit or deny the allegations
22 of Paragraph 65.

23 66. Defendants deny the allegations of paragraph 66.

24 67. Defendants lack sufficient information and belief to admit or deny the allegations
25 of Paragraph 67.

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1 68. Defendants lack sufficient information and belief to admit or deny the allegations
2 in Paragraph 68. The alleged instrument speaks for itself.

3 69. Defendants deny the allegations of paragraph 69.

4 70. Defendants lack sufficient information and belief to admit or deny the allegations
5 of Paragraph 70, and on that basis deny the allegations.
6

7 **VI. CLAIMS FOR RELIEF**

8 **FIRST CLAIM FOR RELIEF**

9 **(WRONGFUL FORECLOSURE)**

10 71. Defendants incorporate each and every paragraph above as though fully set forth
11 herein.

12 72. Paragraph 72 does not aver facts that require an answer by Defendants. Subject
13 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
14 Paragraph 72, and on that basis deny the allegations to the extent pertaining to them.
15

16 73. Defendants lack sufficient information and belief to admit or deny the allegations
17 of Paragraph 73, and on that basis deny the allegations.

18 74. Defendants deny the allegations of paragraph 74.

19 75. Defendants lack sufficient information and belief to admit or deny the allegations
20 of Paragraph 75, and on that basis deny the allegations.
21

22 76. Defendants deny the allegations of paragraph 76.

23 77. Defendants lack sufficient information and belief to admit or deny the allegations
24 of Paragraph 77, and on that basis deny the allegations.

25 **SECOND CLAIM FOR RELIEF**

26 **(QUIET TITLE)**

27 78. Defendants incorporate each and every paragraph above as though fully set forth
28 herein.

79. Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 79, and on that basis denies the allegations.

80. Defendants deny the allegation of paragraph 80.

THIRD CLAIM FOR RELIEF

(DECLARATORY RELIEF)

81. Defendants incorporate each and every paragraph above as though fully set forth herein.

82. Defendants deny the allegations of paragraph 82.

FOURTH CLAIM FOR RELIEF

(SLANDER OF TITLE)

83. Defendants incorporate each and every paragraph above as though fully set forth herein.

84. Paragraph 84 alleges a legal conclusion and does not aver facts that require an answer by Defendants.

85. Defendants deny the allegations of paragraph 85.

86. Defendants deny the allegations of paragraph 86.

87. Defendants deny the allegations of paragraph 87.

88. Defendants deny the allegations of paragraph 88.

FIFTH CLAIM FOR RELIEF

(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

89. Defendants incorporate each and every paragraph above as though fully set forth herein.

90. Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 90.

1 91. Defendants deny the allegations of paragraph 91.

2 92. Defendants deny the allegations of paragraph 92.

3 93. Defendants deny the allegations of paragraph 93.

4 94. Defendants deny the allegations of paragraph 94.

5 95. Defendants deny the allegations of paragraph 95.

6 96. Defendants deny the allegations of paragraph 96.

7 97. Defendants deny the allegations of paragraph 97.

8 98. Defendants deny the allegations of paragraph 98.

9 99. Defendants deny the allegations of paragraph 99.

10
11 **SIXTH CLAIM FOR RELIEF**

12 **(FRAUD)**

13
14 100. Defendants incorporate each and every paragraph above as though fully set forth
15 herein.

16 101. Paragraph 101 does not aver facts that require an answer by Defendants. Subject
17 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
18 Paragraph 101, and on that basis deny the allegations.

19 102. Paragraph 102 does not aver facts that require an answer by Defendants. Subject
20 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
21 Paragraph 102, and on that basis deny the allegations.

22 103. Paragraph 103 does not aver facts that require an answer by Defendants. Subject
23 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
24 Paragraph 103.

25 104. Paragraph 104 does not aver facts that require an answer by Defendants. Subject
26 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
27 Paragraph 104.
28

1 105. Defendants deny the allegations of paragraph 105.

2 106. Defendants deny the allegations of paragraph 106.

3 107. Defendants deny the allegations of paragraph 107.

4 108. Defendants deny the allegations of paragraph 108.

5 109. Defendants deny the allegations of paragraph 109.

6 110. Defendants deny the allegations of paragraph 110.

7 111. Defendants deny the allegations of paragraph 111.

8
9 **AFFIRMATIVE DEFENSES**

10 **FIRST AFFIRMATIVE DEFENSE**

11 **(Failure to State a Claim)**

12 The Complaint and each cause of action alleged therein fails to state a claim upon which
13 relief can be granted against Defendants.

14
15 **SECOND AFFIRMATIVE DEFENSE**

16 **(Ratification or Waiver)**

17 The Complaint and each cause of action alleged therein may be barred to the extent there
18 was ratification or waiver by Plaintiff.

19 **THIRD AFFIRMATIVE DEFENSE**

20 **(Mootness and/or Estoppel)**

21 The Complaint and each cause of action alleged therein may be barred to the extent it is
22 moot and/or subject to estoppel.

23
24 **FOURTH AFFIRMATIVE DEFENSE**

25 **(Improper Party)**

26 The Complaint may be barred to the extent asserted against an improper party,
27 predecessor, successor, principal, agent or assign.

1 **FIFTH AFFIRMATIVE DEFENSE**

2 **(Unclean Hands)**

3 Any claim(s) asserted against Defendants in this action may be barred to the extent
4 Plaintiff come to this Court with unclean hands.

5 **SIXTH AFFIRMATIVE DEFENSE**

6 **(Intervening Acts or Parties)**

7
8 The relief sought by the Complaint, if any, may be proximately caused by intervening
9 or superseding acts, omissions, occurrences, events, persons, parties or entities in or about
10 the matters alleged for which Defendants are not responsible.

11 **SEVENTH AFFIRMATIVE DEFENSE**

12 **(Parties and Agency)**

13
14 Defendants are not responsible or liable for any alleged act, omission, or event by
15 persons, entities, parties or agents other than Defendants, or for persons, entities, parties or
16 agents who exceeded the scope of their authority.

17 **EIGHTH AFFIRMATIVE DEFENSE**

18 **(Statutes of Limitation; Statute of Frauds)**

19 The Complaint and each cause of action therein is barred by the applicable statutes of
20 limitation and/or the statute of frauds.

21 **NINTH AFFIRMATIVE DEFENSE**

22 **(Laches)**

23
24 The Complaint may be barred under the doctrine of laches.

25 **TENTH AFFIRMATIVE DEFENSE**

26 **(Failure to Join Necessary and Indispensable Party/ies)**

27 The Complaint is barred to the extent Plaintiff fails to join necessary and/or indispensable
28 party/ies in this action.

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PRAYER FOR RELIEF

WHEREFORE, Defendants prays as follows:

1. That Plaintiff take nothing from Defendants in this action;
2. For dismissal of Defendants;
3. For costs of suit incurred herein, including reasonable attorneys' fees,
pursuant to contract or applicable law;
4. For such other and further relief as this Court may deem just and proper.

DATED: December 9, 2019

HOUSER & ALLISON, APC

/s/ Jeffrey S. Allison
Jeffrey S. Allison, Esq.
Attorneys for Defendants
PHH MORTGAGE CORPORATION; PHH
MORTGAGE CORPORATION, successor
to OCWEN LOAN SERVICING, LLC,
erroneously named; and WESTERN
PROGRESSIVE-NEVADA, INC.

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CERTIFICATE OF SERVICE

I hereby certify that I am over the age of eighteen (18), that I am not a party to this action, and that on this date I caused to be served a true and correct copy of the following documents:

ANSWER TO COMPLAINT

I served the above-named document(s) by the following means to the persons below:

- ☒ **Electronic Service through Wiznet pursuant to NRCP 5(b)(2)(D) and EDCR 8.05**
☒ **United States Mail, Postage Fully Prepaid**
- ☐ **Personal Service**
☐ **By Direct Email (as opposed to through the ECF System)**
☐ **By Fax Transmission**
☐ **By Messenger**

TYRONE KEITH ARMSTRONG
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Tel: (702) 491-8426
performanceoneautomotive@gmail.com
Plaintiff Pro Se

Mark Connot, Esq.
Kevin M. Sutehall, Esq.
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ksutehall@foxrothschild.com

Attorneys for Defendant U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2007-BC3

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

Dated: December 9, 2019

/s/ Jasmine Blanco
An employee of HOUSER & ALLISON, APC



1 MARK J. CONNOT (10010)
2 KEVIN M. SUTEHALL (9437)
3 **FOX ROTHSCHILD LLP**
4 1980 Festival Plaza Dr., Suite 700
5 Las Vegas, NV 89135
6 Telephone: (702) 262-6899
7 Facsimile: (702) 597-5503
8 mconnot@foxrothschild.com
9 ksutehall@foxrothschild.com
10 *Defendant U.S. Bank National Association, as Trustee*
11 *for Structured Asset Securities Corporation Mortgage*
12 *Pass-Through Certificates, Series 2007-BC3*

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DISTRICT COURT
CLARK COUNTY, NEVADA

TYRONE KEITH ARMSTRONG,

Plaintiff,

vs.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee for Structured Asset Securities Corporation
Mortgage Pass-Through Certificates, Series 2007-
BC3; OCWEN LOAN SERVICING, LCC; PHH
MORTGAGE CORPORATION; WESTERN
PROGRESSIVE-NEVADA, INC.; BNC
MORTGAGE, INC., DOES 1 through 20; ROE
BUSINESS ENTITIES 1 through 20,

Defendants.

Case No.: A-19-796941-C
Dept.: 18

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2007-BC3'S ANSWER TO COMPLAINT**

Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities
Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank") answers Plaintiff
Tyrone Keith Armstrong's ("Plaintiff") Complaint (the "Complaint") as follows:

I.

PARTIES

1. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 1
of the Complaint and therefore denies the same.

2. U.S. Bank admits that it, as Trustee for Structured Asset Securities Corporation
Mortgage Pass-Through Certificates, Series 2007-BC3, is a business entity doing business in Clark

1 County, Nevada. To the extent it is a factual allegation, U.S. Bank denies that it is of “unknown
2 form.”

3 3. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 3
4 of the Complaint and therefore denies the same.

5 4. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 4
6 of the Complaint and therefore denies the same.

7 5. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 5
8 of the Complaint and therefore denies the same.

9 6. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 6
10 of the Complaint and therefore denies the same.

11 7. Paragraph 7 of the Complaint does not appear to contain any factual allegations. To
12 the extent paragraph 7 contains factual allegations, U.S. Bank lacks sufficient information to admit or
13 deny such allegations and therefore denies the same

14 8. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 8
15 of the Complaint and therefore denies the same.

16 9. Paragraph 9 of the Complaint consists in whole or in part of legal conclusions that do
17 not require a response. However, to the extent this paragraph contains allegation of facts that require
18 a response, U.S. Bank denies each and every allegation therein.

19 **II.**

20 **JURISDICTION**

21 10. Paragraph 10 of the Complaint consists in whole or in part of legal conclusions that do
22 not require a response. However, to the extent this paragraph contains allegation of facts that require
23 a response, U.S. Bank denies each and every allegation therein.

24 11. Paragraph 11 of the Complaint includes a legal conclusion concerning the nature of
25 certain proceedings that does not require a response. As to the factual allegations contained in
26 paragraph 11 of the Complaint, U.S. Bank lacks sufficient information to admit or deny such
27 allegations and therefore denies the same.

28 12. Paragraph 12 of the Complaint consists in whole or in part of legal conclusions that do

1 not require a response. However, to the extent this paragraph contains allegation of facts that require
2 a response, U.S. Bank denies each and every allegation therein.

3 13. Paragraph 13 of the Complaint consists in whole or in part of legal conclusions that do
4 not require a response. However, to the extent this paragraph contains allegation of facts that require
5 a response, U.S. Bank denies each and every allegation therein.

6 **III.**

7 **INTRODUCTION**

8 14. U.S. Bank denies the allegations in paragraph 14 of the Complaint.

9 **IV.**

10 **ALLEGATIONS REGARDING BNC MORTGAGE, INC.**

11 15. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
12 15 of the Complaint and therefore denies the same.

13 16. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
14 16 of the Complaint and therefore denies the same.

15 17. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
16 17 of the Complaint and therefore denies the same.

17 18. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
18 18 of the Complaint and therefore denies the same.

19 19. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
20 19 of the Complaint and therefore denies the same.

21 20. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
22 20 of the Complaint and therefore denies the same.

23 21. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
24 21 of the Complaint and therefore denies the same.

25 22. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
26 22 of the Complaint and therefore denies the same.

27 23. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
28 23 of the Complaint and therefore denies the same.

24. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 24 of the Complaint and therefore denies the same.

V.

GENERAL ALLEGATIONS

25. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 25 of the Complaint and therefore denies the same.

26. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 26 of the Complaint and therefore denies the same.

27. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 27 of the Complaint and therefore denies the same.

28. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 28 of the Complaint and therefore denies the same.

29. U.S. Bank admits the allegations in paragraph 29 of the Complaint.

30. Concerning paragraph 30 of the Complaint, U.S. Bank admits that it, as for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 is the successor to the BNC note/deed. U.S. Bank lacks sufficient information to admit or deny the remaining allegations in paragraph 30 of the Complaint and therefore denies the same.

31. Concerning paragraph 31 of the Complaint, U.S. Bank lacks sufficient information to admit or deny what Plaintiff “categorically denies.” U.S. Bank denies Plaintiff’s denial that he applied for the loan with BNC, and U.S. Bank denies Plaintiff’s challenge to the authenticity of said note/deed of trust.

32. U.S. Bank denies that the allegation in paragraph 32 of the Complaint that neither Plaintiff nor Bank of America received the benefit from the BNC note/deed. U.S. Bank lacks sufficient information to admit or deny what “proof of payment” Plaintiff has been provided or whether Plaintiff has been permitted to inspect the “original BNC note/deed of trust” and therefore denies Plaintiff’s allegations concerning the same.

33. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph 33 of the Complaint and therefore denies the same.

1 34. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
2 34 of the Complaint and therefore denies the same.

3 35. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
4 35 of the Complaint and therefore denies the same.

5 36. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
6 36 of the Complaint and therefore denies the same.

7 37. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
8 37 of the Complaint and therefore denies the same.

9 38. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
10 38 of the Complaint and therefore denies the same.

11 39. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
12 39 of the Complaint and therefore denies the same.

13 40. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
14 40 of the Complaint and therefore denies the same.

15 41. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
16 41 of the Complaint and therefore denies the same.

17 42. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
18 42 of the Complaint and therefore denies the same.

19 43. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
20 43 of the Complaint and therefore denies the same.

21 44. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
22 44 of the Complaint and therefore denies the same.

23 45. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
24 45 of the Complaint and therefore denies the same.

25 46. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
26 46 of the Complaint and therefore denies the same.

27 47. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
28 47 of the Complaint and therefore denies the same.

1 48. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
2 48 of the Complaint and therefore denies the same.

3 49. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
4 49 of the Complaint and therefore denies the same.

5 50. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
6 50 of the Complaint and therefore denies the same.

7 51. U.S. Bank denies the allegations in paragraph 51 of the Complaint.

8 52. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
9 52 of the Complaint and therefore denies the same.

10 53. U.S. Bank denies the allegations in paragraph 53 of the Complaint.

11 54. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
12 54 of the Complaint and therefore denies the same.

13 55. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
14 55 of the Complaint and therefore denies the same.

15 56. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
16 56 of the Complaint and therefore denies the same.

17 57. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
18 57 of the Complaint and therefore denies the same.

19 58. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
20 58 of the Complaint and therefore denies the same.

21 59. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
22 59 of the Complaint and therefore denies the same.

23 60. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
24 60 of the Complaint and therefore denies the same.

25 61. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
26 61 of the Complaint and therefore denies the same.

27 62. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
28 62 of the Complaint and therefore denies the same.

1 63. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
2 63 of the Complaint and therefore denies the same.

3 64. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
4 64 of the Complaint and therefore denies the same.

5 65. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
6 65 of the Complaint and therefore denies the same.

7 66. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
8 66 of the Complaint and therefore denies the same.

9 67. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
10 67 of the Complaint and therefore denies the same.

11 68. U.S. Bank admits the allegations in paragraph 68 of the Complaint.

12 69. U.S. Bank denies the allegations in paragraph 69 of the Complaint.

13 70. U.S. Bank denies the allegations in paragraph 70 of the Complaint.

14 **VI. CLAIMS FOR RELIEF**

15 **FIRST CLAIM FOR RELIEF**

16 **(WRONGFUL FORECLOSURE)**

17 71. Paragraph 71 of the Complaint makes no factual allegations and therefore does not
18 require a response.

19 72. U.S. Bank denies the allegations in paragraph 72 of the Complaint.

20 73. U.S. Bank denies the allegations in paragraph 73 of the Complaint.

21 74. U.S. Bank denies the allegations in paragraph 74 of the Complaint.

22 75. U.S. Bank denies the allegations in paragraph 75 of the Complaint.

23 76. U.S. Bank denies the allegations in paragraph 76 of the Complaint.

24 77. U.S. Bank denies the allegations in paragraph 77 of the Complaint.

25 **SECOND CLAIM FOR RELIEF**

26 **(QUIET TITLE)**

27 78. Paragraph 78 of the Complaint makes no factual allegations and therefore does not
28 require a response.

1 79. Paragraph 79 of the Complaint consists in whole or in part of legal conclusions that do
2 not require a response. However, to the extent this paragraph contains allegation of facts that require
3 a response, U.S. Bank denies each and every allegation therein.

4 80. U.S. Bank denies the allegations in paragraph 80 of the Complaint.

5 **THIRD CLAIM FOR RELIEF**

6 **(DECLARATORY RELIEF)**

7 81. Paragraph 81 of the Complaint makes no factual allegations and therefore does not
8 require a response.

9 82. U.S. Bank denies the allegations in paragraph 82 of the Complaint.

10 **FOURTH CLAIM FOR RELIEF**

11 **(SLANDER OF TITLE)**

12 83. Paragraph 83 of the Complaint makes no factual allegations and therefore does not
13 require a response.

14 84. Paragraph 84 of the Complaint consists in whole or in part of legal conclusions that do
15 not require a response. However, to the extent this paragraph contains allegation of facts that require
16 a response, U.S. Bank denies each and every allegation therein.

17 85. U.S. Bank denies the allegations in paragraph 85 of the Complaint.

18 86. U.S. Bank denies the allegations in paragraph 86 of the Complaint.

19 87. U.S. Bank denies the allegations in paragraph 87 of the Complaint.

20 88. U.S. Bank denies the allegations in paragraph 88 of the Complaint.

21 **FIFTH CLAIM FOR RELIEF**

22 **(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)**

23 89. Paragraph 89 of the Complaint makes no factual allegations and therefore does not
24 require a response.

25 90. U.S. Bank denies the allegations in paragraph 90 of the Complaint.

26 91. U.S. Bank denies the allegations in paragraph 91 of the Complaint.

27 92. U.S. Bank denies the allegations in paragraph 92 of the Complaint.

28 93. U.S. Bank denies the allegations in paragraph 93 of the Complaint.

1 94. U.S. Bank denies the allegations in paragraph 94 of the Complaint.

2 95. U.S. Bank denies the allegations in paragraph 95 of the Complaint.

3 96. U.S. Bank denies the allegations in paragraph 96 of the Complaint.

4 97. U.S. Bank denies the allegations in paragraph 97 of the Complaint.

5 98. U.S. Bank denies the allegations in paragraph 98 of the Complaint.

6 99. U.S. Bank denies the allegations in paragraph 99 of the Complaint.

7 **SIXTH CLAIM FOR RELIEF**

8 **(FRAUD)**

9 100. Paragraph 100 of the Complaint makes no factual allegations and therefore does not
10 require a response.

11 101. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
12 101 of the Complaint and therefore denies the same.

13 102. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
14 102 of the Complaint and therefore denies the same.

15 103. U.S. Bank lacks sufficient information to admit or deny the allegations in paragraph
16 103 of the Complaint and therefore denies the same.

17 104. U.S. Bank denies the allegations in paragraph 104 of the Complaint.

18 105. U.S. Bank denies the allegations in paragraph 105 of the Complaint.

19 106. U.S. Bank denies the allegations in paragraph 106 of the Complaint.

20 107. U.S. Bank denies the allegations in paragraph 107 of the Complaint.

21 108. U.S. Bank denies the allegations in paragraph 108 of the Complaint.

22 109. U.S. Bank denies the allegations in paragraph 109 of the Complaint.

23 110. U.S. Bank denies the allegations in paragraph 110 of the Complaint.

24 111. U.S. Bank denies the allegations in paragraph 111 of the Complaint.

25 **AFFIRMATIVE DEFENSES**

26 **FIRST AFFIRMATION DEFENSE**

27 Plaintiff's Complaint fails to state a claim upon which relief may be granted.

28 **SECOND AFFIRMATIVE DEFENSE**

1 All injuries and damages, if any, resulting from the acts described in the Complaint were
2 caused by the acts or omissions of Plaintiff or third parties other than U.S. Bank, over whom or
3 which U.S. Bank had no authority or control.

4 **THIRD AFFIRMATIVE DEFENSE**

5 U.S. Bank did not breach any duties allegedly owed to Plaintiff.

6 **FOURTH AFFIRMATIVE DEFENSE**

7 Plaintiff's claims are barred because U.S. Bank complied with applicable statutes and with the
8 requirements, statutes, and regulations of the State of Nevada.

9 **FIFTH AFFIRMATIVE DEFENSE**

10 Plaintiff's causes of action are barred in whole or in part, by the doctrines of waiver, estoppel,
11 laches, acquiescence, election of remedies, accord and satisfaction, unclean hands, unjust enrichment
12 and/or ratification, as well as other applicable equitable doctrines.

13 **SIXTH AFFIRMATIVE DEFENSE**

14 Plaintiff's claims are barred by the applicable statutes of limitations.

15 **SEVENTH AFFIRMATIVE DEFENSE**

16 U.S. Bank did not cause any damages to Plaintiff, if Plaintiff indeed suffered any damages.

17 **EIGHTH AFFIRMATIVE DEFENSE**

18 At all relevant times, U.S. Bank acted in good faith.

19 **NINTH AFFIRMATIVE DEFENSE**

20 No foreclosure sale has occurred with respect to Plaintiff's "Property" and therefore
21 Plaintiff's claim for wrongful foreclosure fails as a matter of fact and law.

22 **TENTH AFFIRMATIVE DEFENSE**

23 Plaintiff was in default of his contractual obligations on the BNC-originated loan, to which
24 U.S. Bank, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through
25 Certificates, Series 2007-BC3, is the successor-in-interest, and therefore U.S. Bank was entitled to
26 initiate trust deed foreclosure proceedings as to the "Property."

27 **ELEVENTH AFFIRMATIVE DEFENSE**

28 Plaintiff has sustained no legally cognizable damages.

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TWELFTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to relief from or against U.S. Bank because Plaintiff has not sustained any loss, injury, or damage that resulted from any act, omission, or breach by U.S. Bank.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff materially breached the agreements between him and U.S. Bank.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to join an indispensable party to this matter.

FIFTEENTH AFFIRMATIVE DEFENSE

U.S. Bank made no misrepresentation or omission of material fact to Plaintiff.

SIXTEENTH AFFIRMATIVE DEFENSE

U.S. Bank had the authority to initiate foreclosure proceedings and/or exercise the power of sale because Plaintiff failed to perform his duties pursuant to the 2007 BNC note and therefore Plaintiff's wrongful foreclosure claim fails.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff failed to perform pursuant to the 2007 BNC note, and therefore it would be inequitable to extinguish the deed of trust which secures that instrument.

EIGHTEENTH AFFIRMATIVE DEFENSE

U.S. Bank has not spoken words that were false or malicious, and accordingly Plaintiff's slander of title claim fails.

NINETEENTH AFFIRMATIVE DEFENSE

U.S. Bank did not make a statement that was false or that was made with reckless disregard of its truth or falsity.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiff has not sustained any special damages as a result of any words that have been spoken by U.S. Bank.

TWENTY-FIRST AFFIRMATIVE DEFENSE

U.S. Bank has not engaged in any extreme or outrageous conduct with the intention of, or with reckless disregard for, Plaintiff or which caused Plaintiff emotional distress.

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TWENTY-SECOND AFFIRMATIVE DEFENSE

U.S. Bank has made no false representations to or concerning Plaintiff.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Even if U.S. Bank made a false representation to or concerning Plaintiff, which is denied, U.S. Bank lacked knowledge or belief that such representation was false or that it had an insufficient basis or information for making the representation.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

U.S. Bank did not intend to induce Plaintiff to act or refrain from acting based on any misrepresentation, and indeed Plaintiff did not act or refrain from acting based on any such misrepresentation.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiff has not suffered any damages as a result of any representation or misrepresentation made by U.S. Bank.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

U.S. Bank is equitably subrogated to the first lien position of Bank of America by virtue of its 2007 payoff of the 2004 Bank of America loan secured by its deed of trust.

WHEREFORE, U.S. Bank prays as follows:

- 1. That Plaintiff take nothing by reason of his Complaint;
- 2. For judgment to be rendered in favor of U.S. Bank;

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of FOX ROTHSCHILD LLP and that on the 10th day of December, 2019, I caused the above and foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3's ANSWER TO COMPLAINT** to be served via electronic service through the court's Efile and Serve system to the parties listed below:

Tyrone Keith Armstrong
3713 Brentcove Drive
North Las Vegas, NV 89031
performanceoneautomotive@gmail.com
Plaintiff Pro Se


Jeffrey S. Allison, Esq.
Houser & Allison, APC
9970 Research Drive
Irvine, CA 92675
6671 S. Las Vegas Blvd.
Las Vegas, NV 89119
jallison@houser-law.com
*Attorneys for Defendants PHH Mortgage Corporation;
PHH Mortgage Corporation, successor to Ocwen Loan Servicing, LLC,
erroneously named; and Western Progressive-Nevada, Inc.*

Colt D. Dodrill, Esq.
Wolfe Wyman, LLP
11811 N. Tatum, Ste. 3031
Phoenix, AZ 85028
cbdodrill@wolfewyman.com
Attorneys for BNC Mortgage, Inc./LLC

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

DATED this 10th day of December, 2019.

/s/ Doreen Loffredo
An employee of Fox Rothschild LLP



FAC

TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
Telephone: (702) 491-8426
Email: performanceoneautomotive@gmail.com
Plaintiff Pro Se

DISTRICT COURT

CLARK COUNTY, NEVADA

TYRONE KEITH ARMSTRONG,) Case No: A-19-796941-C
) Dept No: 18
Plaintiff,)

vs.)

**PLAINTIFF'S FIRST
AMENDED COMPLAINT:**

U.S. BANK NATIONAL ASSOCIATION,)
as Trustee for Structured Asset Securities) **1. WRONGFUL FORECLOSURE;**
Corporation Mortgage Pass-Through) **2. QUIET TITLE;**
Certificates, Series 2007-BC3; OCWEN) **3. DECLARATORY RELIEF; AND**
LOAN SERVICING, LLC; PHH) **4. SLANDER OF TITLE.**
MORTGAGE CORPORATION;)
WESTERN PROGRESSIVE-NEVADA)
INC.; DOES 1 through 20; and ROE)
BUSINESS ENTITIES 1 through 20;)
Defendants.)

PLAINTIFF'S FIRST AMENDED COMPLAINT
(ARBITRATION EXCEPTION CLAIMED: TITLE TO REAL PROPERTY)

COMES NOW Plaintiff Pro Se TYRONE KEITH ARMSTRONG, and complains of
Defendants as follows:

I. PARTIES

1. Plaintiff TYRONE KEITH ARMSTRONG ("Plaintiff"), is, and was at all relevant times
herein, a resident and owner of certain real property located in Clark County, Nevada.

1 2. Defendant U.S. BANK NATIONAL ASSOCIATION as Trustee for Structured Asset
2 Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank"), is,
3 and was at all relevant times herein, a business entity of unknown form doing business in Clark
4 County, Nevada.

5 3. Defendant OCWEN LOAN SERVICING, LLC ("Ocwen"), is, and was at all relevant
6 times herein, a foreign limited liability company incorporated in the State of Delaware, doing
7 business in Clark County, Nevada, registered with our Secretary of State as Business ID:
8 NV20021078677.
9

10 4. Defendant PHH MORTGAGE SERVICES aka PHH MORTGAGE CORPORATION
11 ("PHH"), is, and was at all relevant times herein, a foreign corporation incorporated in the State
12 of New Jersey, doing business in Clark County, Nevada, registered with our Secretary of State as
13 Business ID: NV19861005108.
14

15 5. Defendant WESTERN PROGRESSIVE-NEVADA, INC. ("Western"), is, and was at all
16 relevant times herein, a foreign corporation incorporated in the State of Delaware, doing business
17 in Clark County, Nevada, registered with our Secretary of State as Business ID:
18 NV20121471611.
19

20 6. All other persons unknown claiming any right, title, estate, lien or interest in the real
21 property described in the complaint adverse to Plaintiff's ownership, or any cloud upon
22 Plaintiff's title thereto.
23

24 7. Plaintiff does not know the true names and capacities of the defendants sued herein as
25 DOES 1 through 20 and ROE BUSINESS ENTITIES 1 through 20 and, therefore sues said
26 Defendants by such fictitious names. Plaintiff is informed and believes and therefore alleges that
27 each of the Defendants designated as DOES or ROE BUSINESS ENTITIES is responsible in
28

1 some manner for the events and occurrences referred to in this Complaint, claims some right,
2 title or interest in the Property described below that is subject and subordinate to the rights,
3 interests, and asserted ownership of Plaintiff described herein. Plaintiff will amend this
4 Complaint to insert the true names and capacities of DOES 1 through 20 and/or ROE
5 BUSINESS ENTITIES 1 through 20, when the same have been ascertained and to join
6 Defendants in this action.
7

8 8. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,
9 Defendants U.S. Bank, Ocwen, PHH, Western, DOES 1-20 and ROE BUSINESS ENTITIES 1-
10 20 are the agents, employees and/or joint-venturers of each other, and in doing the things alleged
11 herein below, were acting with the course and scope of such agency, employment and/or joint
12 venture.
13

14 **II. JURISDICTION**

15 9. This action relates to the ownership and title to certain residential real property located in
16 Clark County, Nevada that is commonly referred to as 3713 Brentcove Drive, North Las Vegas,
17 Nevada 89032; APN: 139-09-217-099; and legally described as LOT 1, BLOCK 4 of
18 CHEYENNE RIDGE-UNIT 2A, PLAT BOOK 54, PAGE 67, of the public records of Clark
19 County, Nevada (hereinafter the "Property"). Accordingly, jurisdiction and venue are
20 appropriate in Clark County, Nevada.
21

22 10. Plaintiff's Petition for Foreclosure Mediation Assistance¹ filed in the Eighth Judicial
23 District Court on July 18, 2018 is an in rem or quasi in rem proceeding in which Defendants U.S.
24 Bank and Western entered into a Stipulation for a 90-Day Stay of Foreclosure With a Certificate
25 to Issue in 90-Days. No *notice of entry of order* has yet been entered following said Stipulation
26
27

28 ¹ Eighth Judicial District Court Case No: A-18-777819-FM.

1 and Order and the register of actions currently reflects that the case remains open. The state
2 court has continuing, exclusive jurisdiction over the foreclosure mediation proceedings because:
3 (i) the 90-day Stay is tolled pending a notice of entry of order; and (ii) the 90-day Stay will
4 commence and continue to remain in effect 90 days after a notice of entry of order is filed. In
5 addition, numerous orders have been entered regarding the property in the instant case, further
6 subjecting this matter to the prior-exclusive-jurisdiction doctrine and/or abstention doctrine.²
7

8 **III. INTRODUCTION**

9 11. This is an action brought by Plaintiff for declaratory judgment, injunctive and equitable
10 relief, and for compensatory, special, general and punitive damages. Plaintiff, the homeowner,
11 disputes the title and ownership of the real property in question, which is the subject of this
12 action, in that a purported lender alleges to have ownership of Plaintiff's mortgage Note and/or
13 Deed of Trust and, that the claim, although facially valid, is invalid and unenforceable because
14 Plaintiff denies that he entered into a mortgage agreement with the purported lender and because
15 the alleged loan was not supported by consideration. Defendants are attempting to unlawfully
16 sell, assign and/or transfer its purported ownership/security interest in a promissory note and
17 deed of trust related to the Property, and, thus, do not have lawful ownership or a security
18 interest in Plaintiff's home which is described in detail herein. For these reasons, Plaintiff
19 requests the Court enter an order to quiet title to the property in Plaintiff's name, and any other
20 relief that the Court deems just and proper.
21
22
23
24
25

26 ² *Chapman v. Deutsche Bank Nat'l Trust Co.*, 302 P.3d 1103, 1108 (Nev. 2013); also see *Karl v.*
27 *Quality Loan Serv. Corp.*, 553 Fed. Appx. 733, 734, 2014 U.S. App. LEXIS 1559, *2, 2014 WL
28 278915 (9th Cir. Nev. January 27, 2014).

IV. GENERAL ALLEGATIONS

12. On December 23, 1998, Plaintiff obtained fee simple title to the Property, against the whole world. The Deed of Trust identified Norwest Mortgage, Inc. as the lender and was recorded as document number 199812230001631 in the official records of Clark County, Nevada.³ The amount of the loan was \$118,354.00 at a 7.00% interest rate.

13. On December 23, 2003, Plaintiff refinanced his home, the Deed of Trust identified Finance America, LLC as the lender and was recorded as document number: 200312230003212 in the official records of Clark County, Nevada. The amount of the loan was \$153,900.00 at a 6.75% interest rate.

14. On December 29, 2004, Plaintiff refinanced his home and the Deed of Trust identified New Century Mortgage Corporation as the lender and was recorded as document number: 200412290002078 in the official records of Clark County, Nevada (the "2004 Bank of America loan"). The trustee was identified as Southwest Title. The amount of the loan was \$224,000.00 at a 6.50% interest rate.

15. As a result of the real estate crisis of 2007, New Century Mortgage Corporation was acquired by Countrywide Financial Corporation, and then acquired by Bank of America (hereinafter collectively referred to as "Bank of America").

16. On January 25, 2007, amidst the real estate crisis of 2007, a deed of trust was recorded against the Property, identified the lender as BNC Mortgage, Inc. ("BNC"), and reflected as document number: 200701250003978 in the official records of Clark County, Nevada (the purported "2007 BNC loan"). The trustee reflected on the document was identified as T.D.

³ Clark County Recorder register of actions attached as Exhibit "1".

1 Service Company. The escrow company was identified as National Alliance Title Company.

2 The amount of the loan was displayed as \$237,000.00 at a 6.4% interest rate.

3 17. BNC recorded a (second) lien in the amount of \$237,000.00 on a Property that was
4 encumbered by a first lien from Bank of America in the amount of \$224,000.00; creating a total
5 indebtedness of \$461,000.00 secured by a Property that, at no time was valued at such amount
6 to support the coexistence of both loans.

7
8 18. On or about September 15, 2008, BNC was acquired by Lehman Brothers Holdings, Inc.
9 and soon thereafter filed for bankruptcy in the Southern District of New York.

10 19. Defendant U.S. Bank alleges to be the beneficiary of the 2007 BNC loan, Defendant
11 Ocwen services the purported loan, Defendant PHH is partners with or possesses a joint interest
12 with Ocwen, and Defendant Western records non-judicial foreclosure notices on behalf of all
13 defendants.

14
15 20. The first lien of Bank of America along with the second lien recorded by BNC
16 contemporaneously remained in public records from 2007 to 2017, demonstrating that neither
17 Bank of America nor Plaintiff received the \$237,000.00 benefit from the 2007 BNC loan.

18
19 21. Plaintiff categorically denies that he applied for a mortgage with BNC.

20 22. BNC possesses no negotiated checks and/or wire transfers in connection with the
21 origination of the 2007 BNC loan. BNC has failed to demonstrate the performance of
22 consideration to sustain the formation of a residential mortgage agreement between BNC and
23 Plaintiff.

24
25 23. Defendants U.S. Bank, Ocwen, PHH and Western possess no negotiated checks and/or
26 wire transfers to sustain the existence of a residential mortgage agreement between BNC and
27 Plaintiff.

28

1 24. According to the Nevada Secretary of State, the mortgage broker that purportedly
2 transacted the 2007 BNC loan, Fidelity Home Loan Corporation, Inc., was permanently revoked
3 on or about February 29, 2008.

4 25. According to the Nevada Secretary of State, the escrow company where the closing of the
5 2007 BNC loan purportedly occurred, National Alliance Title Company, was permanently
6 revoked on or about May 31, 2008.

7 26. According to the Nevada Secretary of State, National Alliance Title Company was a
8 foreign corporation from California.

9 27. A business entity search with California Secretary of State revealed no record for
10 National Alliance Title Company.

11 28. According to the Nevada Secretary of State, another vendor associated with the 2007
12 BNC loan, Mercury Transaction Services, Inc., was permanently revoked on or about April 29,
13 2008.

14 29. According to the Nevada Secretary of State, the vendor that purportedly appraised the
15 property, Appraisal 2000 LLC, was permanently revoked on or about October 31, 2008.

16 30. All vendors associated with the 2007 BNC loan are out of business and do not have the
17 ability to produce documents to corroborate whether BNC tendered payment to either Bank of
18 America or Plaintiff in exchange for the lien BNC recorded against Plaintiff's property on
19 January 25, 2007.

20 31. At no time has Plaintiff tendered a payment to BNC, ever. The 2007 BNC loan was not
21 supported by legal consideration, rendering it *void ab initio*; and Plaintiff was excused from any
22 alleged obligation to tender payment to BNC or its purported successors.

1 32. On June 05, 2008, Plaintiff filed a police report for forgery with the Las Vegas
2 Metropolitan Police Department related to issuance of a check from Plaintiff's closed account.

3 33. On February 24, 2009, Plaintiff's mortgage was subject to a consent judgment entered
4 between Countrywide Financial Corporation (aka New Century/Bank of America) and the State
5 of Nevada related to mortgages that originated with Countrywide or its subsidiaries.⁴ Plaintiff
6 was informed, and hereby alleges upon information and belief that the 2004 Bank of America
7 loan was satisfied or settled by way of said consent judgment.
8

9 34. Plaintiff has openly and notoriously resided at the Property for over 21 years, tenders
10 state, county and municipal property taxes,⁵ pays insurance, all HOA fees, utilities, water, sewer,
11 trash, maintains all repairs, etc.
12

13 35. On May 06, 2010, defendants, through the Cooper Castle Law Firm, interfered with
14 Plaintiff's use of the Property and recorded a Notice of Default and Election to Sell as document
15 number: 201005060002260 in the official records of Clark County, Nevada. The notice of
16 default and acceleration of the purported 2007 BNC loan was premised on a promise to pay
17 BNC, identified U.S. Bank as the beneficiary, Ocwen as the loan servicer, and Western as the
18 trustee.
19

20 36. On October 11, 2012, defendants, through the Cooper Castle Law Firm, rescinded said
21 Notice of Default and Election to Sell as document number: 201210110001889 in the official
22 records of Clark County, Nevada.
23

24 _____
25 ⁴ Consent judgment of Eighth Judicial District Court Case No: A583442 attached as Exhibit "2".

26 ⁵ Defendant Ocwen, without the consent of Plaintiff, held itself to be the mortgage company of
27 record with the Clark County Assessor's Office and hijacked Plaintiff's ability to pay *all* of his
28 property taxes. Satisfaction of annual property taxes are dependent on whose payment arrives
first to the Clark County Assessor's Office. Plaintiff tendered the last annual payment from July
2020 to June 2021.

1 37. On June 12, 2015, defendants once again interfered with Plaintiff's use of the Property
2 and recorded a Notice of Default and Election to Sell as document number: 201506120001252 in
3 the official records of Clark County, Nevada.

4 38. On July 21 2015, Defendant Ocwen made a title insurance claim on the property that
5 reflected an outstanding lien from [Bank of America] in the amount of \$224,000.00 and
6 identified Plaintiff as the Trustor.

7 39. On July 27, 2015, Plaintiff filed an identity theft affidavit with the Internal Revenue
8 Service related to the 2007 BNC loan.

9 40. On September 08, 2015, the Ocwen Issue Title Form indicated in response to the title
10 insurance claim "the following issue prevents continuing foreclosure action: prior mortgage/deed
11 of trust/lien found of record".⁶ The recommendation was "Please have these liens eliminated."

12 41. On November 24, 2015, Defendant Western recorded a Notice of Trustee Sale, on behalf
13 of all Defendants, as document number: 201511240001981 in the official records of Clark
14 County, Nevada. Defendants U.S. Bank, Ocwen, PHH and Western knew, or should have
15 known that the contents of said Notice were false and recorded with a reckless disregard for
16 Plaintiff's rights and interests in the property.

17 42. On or about July 04, 2016, the Internal Revenue Service responded to the affidavit filed
18 by Plaintiff regarding the identity theft claim related to the 2007 BNC loan, and confirmed "We
19 verified your documents to support your identity theft report."

20 43. On or about October 26, 2016, Plaintiff received the original 2004 Deed of Trust and
21 Note from Bank of America stamped "paid in full" and a pay off letter from Bank of America.⁷
22
23
24
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26
27

28 ⁶ Ocwen title insurance claim attached as Exhibit "3".

1 44. On December 20, 2016, Plaintiff received a Deed and Encumbrance Report from
2 America First Credit Union related to a home equity loan application Plaintiff submitted
3 concerning the property. Said report reflected the 2004 Bank of America loan as first lien on the
4 property and the 2007 BNC loan as second lien on the property.⁸

5 45. On January 19, 2017, Bank of America as the current beneficiary recorded a Substitution
6 of Trustee and Full Reconveyance in favor of Plaintiff as document number: 201701190001205
7 in the official records of Clark County, Nevada.⁹

8 46. On or about February 13, 2017, Plaintiff filed a police report with the North Las Vegas
9 Police Department and alleged that his identity had been stolen to obtain the 2007 BNC loan.

10 47. On March 02, 2017, Plaintiff's application for a home equity loan was cancelled by
11 America First Credit Union due to Plaintiff's inability to remove the BNC encumbrance prior to
12 the expiration date of said application.

13 48. On January 18, 2018, the Defendants' second Notice of Default and Election to Sell was
14 rescinded by Defendant Western and recorded as document number: 201801180000153 in the
15 official records of Clark County, Nevada.

16 49. On May 31, 2018, Defendant Western, on behalf of all defendants, recorded a third
17 Notice of Default and Election to Sell as document number: 201805310000866 in the official
18 records of Clark County, Nevada. Defendants U.S. Bank, Ocwen, PHH and Western knew, or
19 should have known that the contents of said Notice were false and recorded with a reckless
20 disregard for Plaintiff's rights and interests in the property.

21 ⁷ Original note/deed, and payoff letter attached as Exhibit "4".

22 ⁸ Deed and Encumbrance Report dated 12/20/2016 attached as Exhibit "5".

23 ⁹ Bank of America lien release attached As Exhibit "6".

1 50. On July 18, 2018, Plaintiff filed his Petition for Foreclosure Mediation in the Eighth
2 Judicial District Court.

3 51. On September 18, 2018, a stipulation and order was entered as part of foreclosure
4 mediation for a 90-day stay of foreclosure with a certificate to issue in 90-days.

5 52. On November 04, 2018, Plaintiff submitted a complaint to the Nevada Secretary of State
6 Notary Division and alleged that he did not execute his signature on documents associated with
7 the 2007 BNC loan that was purportedly witnessed by Roseanne Ehring, a Nevada notary.
8 Plaintiff requested to inspect the notary's journal to determine whether Plaintiff's signature was
9 present. Plaintiff's complaint to the Notary Division details the due diligence he conducted to
10 locate the notary, but to no avail.
11

12 53. On November 29, 2018, the Notary Division responded to Plaintiff's complaint, found
13 that the notary's appointment expired in 2008 and that the former notary is not required to
14 produce her journal more than seven years after expiration of her appointment.
15

16 54. On June 13, 2019, Defendant Western, on behalf of all Defendants, recorded a Notice of
17 Trustee Sale as document number: 201906130001519 in the official records of Clark County,
18 Nevada. Upon said recording, the purported monetary lien claimed by defendants converted into
19 an adverse claim to real property. Defendants U.S. Bank, Ocwen, PHH and Western knew, or
20 should have known that the contents of said Notice were false and recorded with a reckless
21 disregard for Plaintiff's rights and interests in the property.
22

23 55. On June 19, 2019, Plaintiff filed the instant complaint in defense to Defendants' Notice
24 of Trustee Sale. Plaintiff has not been seized or possessed of his Property and currently occupies
25 the residence.
26
27
28

1 56. Plaintiff's claims are not barred because the statute of limitations applies only to *judicial*
2 actions, and a *non-judicial* foreclosure is not a judicial action.¹⁰ Due to the acceleration of the
3 purported 2007 BNC loan on May 06, 2010, Defendants are precluded by the statute of
4 limitations from commencing a *judicial* foreclosure action pursuant to NRS 104.3118.

5 57. Unless and until enjoined and restrained by order of this court, Defendants will cause
6 grave and irreparable injury to Plaintiff in that he will be deprived of his home.

7 58. Plaintiff has no adequate remedy at law for the continuing conduct in that it would be
8 impossible for Plaintiff to determine the precise amount of damage he will suffer if Defendants'
9 conduct is not restrained, and that Plaintiff will be deprived of the Property, his home of 21
10 years, which deprivation cannot be compensated in damages.
11

12
13 **V. CLAIMS FOR RELIEF**

14 **FIRST CLAIM FOR RELIEF**
15 **(WRONGFUL FORECLOSURE)**

16 59. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
17 herein.

18 60. Plaintiff was not in default when Defendants exercised the power of sale because the
19 2004 Bank of America loan was satisfied or settled by way of consent judgment and/or other
20 documents, excusing Plaintiff from tendering the secured indebtedness to Bank of America.
21 Plaintiff received the original [Bank of America] note and deed of trust stamped "paid in full"
22 and a satisfaction of mortgage letter from Bank of America.
23
24
25

26
27 ¹⁰ *Facklam v. HSBC Bank USA*, 401 P.3d 1068, 1071, 2017 Nev. LEXIS 81, *5, 2017 WL
28 4077379 (Nev. September 14, 2017) (Nonjudicial foreclosure is neither a civil nor a criminal
judicial proceeding. It is not commenced by filing a complaint with the court. NRS 11.190 serves
only to bar judicial actions; thus, they are inapplicable to nonjudicial foreclosure).

1 61. Plaintiff was not in default when Defendants exercised the power of sale because at no
2 time did Plaintiff enter into a residential mortgage agreement with BNC for the power of sale to
3 be conferred upon or exercised by Defendants.

4 62. Plaintiff was not in default when Defendants exercised the power of sale because at no
5 time was consideration performed by BNC for the power of sale to be conferred upon or
6 exercised by Defendants.

7
8 63. The note by which Defendant U.S. Bank purportedly took a beneficial interest in the deed
9 of trust is not merely voidable, but *void ab initio*, and the Defendants have no legal right to
10 foreclose on the Property.

11 64. The void 2007 BNC loan is the proximate cause of actual injury and Plaintiff has been
12 harmed or prejudiced as a direct and proximate result of Defendants' oppressive and malicious
13 conduct, in an amount that exceeds \$15,000.00.

14
15 65. Defendants acted with reckless disregard of the truth as to whether Plaintiff owned the
16 property. Defendants knew or should have known that someone else might act in reliance on
17 documents recorded in connection with the purported 2007 BNC loan, causing Plaintiff financial
18 loss.
19

20 66. Plaintiff has no other plain, speedy or adequate remedy and the injunctive relief prayed
21 for below is necessary and appropriate to prevent irreparable loss to Plaintiff. Plaintiff has
22 suffered and will continue to suffer in the future unless Defendants' wrongful conduct is
23 restrained and enjoined because real property is inherently unique and it will be impossible for
24 Plaintiff to determine the precise amount of damage he will suffer.
25

26 ///

27 ///

28

SECOND CLAIM FOR RELIEF
(QUIET TITLE)

67. Plaintiff hereby incorporates each and every paragraph above as though fully set forth herein.

68. Plaintiff is the equitable owner of the Property as reflected in the official records of Clark County, Nevada and entitled to a determination from this Court pursuant to NRS 40.010.

69. An actual controversy has arisen and exists between Plaintiff and Defendants specified hereinabove, regarding Plaintiff's respective rights, in that Plaintiff contends that Defendants, and each of them, are unlawfully asserting an adverse claim to title to real property duly owned by Plaintiff; that title to the Property is affected by a claim by the Defendants (i.e. Notice of Trustee Sale); and that the adverse claim, although facially valid, is invalid and unenforceable because it is supported by false or fraudulent documents and failure of consideration.

Defendants do not have the right to foreclose on the Property because Defendants, and each of them, have failed to perfect any security interest in the Property, cannot prove to the court that they have a valid interest, or are otherwise barred by the statute of limitations.

THIRD CLAIM FOR RELIEF
(DECLARATORY RELIEF)

70. Plaintiff hereby incorporates each and every paragraph above as though fully set forth herein.

71. Plaintiff, as the owner reflected in the official records of Clark County, Nevada, possesses a protectable interest in the subject property.

72. Plaintiff's rights, status or other legal relation to the subject property is affected by an adverse claim by the Defendants (i.e. Notice of Trustee Sale) in connection with the purported 2007 BNC loan.

1 73. Plaintiff seeks a declaration from this Court, pursuant to NRS 30.010 *et seq.*, regarding
2 the question of construction or validity of the 2007 BNC loan, that title in the Property be vested
3 in Plaintiff free and clear of all liens and encumbrances, and a determination that the Defendants
4 herein have no estate, title, right, interest, or claim to the subject Property adverse to the Plaintiff.

5
6 **FOURTH CLAIM FOR RELIEF**
(SLANDER OF TITLE)

7 74. Plaintiff hereby incorporates each and every paragraph above as though fully set forth
8 herein.

9
10 75. Only the beneficiary of a Deed of Trust or the beneficiary's assignee or the agent of a
11 beneficiary or its assignee may cause to be recorded against real property either a Notice of
12 Default or Notice of a Trustee's Sale.

13 76. Defendants, and each of them, knew or should have known, that they were precluded
14 from enforcing *non-judicial* foreclosure proceedings against the subject property pursuant to the
15 findings of Ocwen's title insurance claim; and further precluded from enforcing *judicial*
16 foreclosure proceedings against the property pursuant to the statute of limitations.¹¹

17
18 77. Defendants, and each of them, instructed, drafted, posted, published and/or recorded false
19 notices of default and/or notices of trustee sale in connection with the purported 2007 BNC loan.
20 Due to the posting, publishing and recording of said documents, Defendants' disparagement of
21 Plaintiff's exclusive and legal title was made to the world at large.

22
23 78. Defendants knew or should have known that Plaintiff owned the property free of
24 encumbrances and Defendants had no right, title or interest in the property. The documents
25

26
27
28 ¹¹ See NRS 104.3118.

1 recorded by Defendants were naturally and commonly to be interpreted as denying, disparaging,
2 and casting doubt upon Plaintiff's legal title to the Property.

3 79. Defendants acted with reckless disregard of the truth as to whether Plaintiff owned the
4 property. Defendants knew or should have known that someone else might act in reliance on
5 documents recorded in connection with the purported 2007 BNC loan, causing Plaintiff financial
6 loss.

7
8 80. That Plaintiff did in fact suffer immediate and direct financial harm because America
9 First Credit Union relied on the 2007 BNC loan as the basis to deny Plaintiff's application for a
10 home equity loan.

11 81. At the time that the false and disparaging documents were created and published,
12 Defendants did so with the malicious intent to injure Plaintiff, deprive him of his exclusive right,
13 title, and interest in the Property, and to obtain the Property for their own use by unlawful means.

14
15 82. As a direct and proximate result of Defendants' oppressive and malicious conduct in
16 publishing these documents, Plaintiff's title to the Property has been disparaged and slandered,
17 there is a cloud on Plaintiff's title, Plaintiff has suffered, and continues to suffer, damages in an
18 amount that exceeds \$15,000.00.

19
20 **WHEREFORE**, Defendant prays for judgment as follows:

- 21 1. For the foreclosure sale to be enjoined by a preliminary and/or permanent injunction.
22 2. Find that Plaintiff was not in default when the power of sale was exercised by
23 Defendants.
24 3. A judicial declaration that the title to the subject Property is vested in Plaintiff alone and

1 that Defendants, and all other persons unknown, and each of them be declared to have no right,
2 title, estate, lien or interest in the real property described in the complaint adverse to Plaintiff's
3 ownership, or any cloud upon Plaintiff's title thereto.

4 4. That Defendants, and all other persons unknown, their agents or assigns, be forever
5 enjoined from asserting any right, title, estate, lien or interest in the real property described in
6 the complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto.

7 5. Find that Defendants acted with malice and oppressed Plaintiff in the slander and/or
8 disparagement of Plaintiff's right, title, estate, lien or interest in the real property described in
9 the complaint.

10 6. For compensatory, special, general and punitive damages.

11 7. For such other and further relief as the Court deems just and proper.

12
13
14 **DATED** this 7th day of December, 2020.

15
16 By: /s/ Tyrone Keith Armstrong
17 TYRONE KEITH ARMSTRONG
18 3713 Brentcove Drive
19 North Las Vegas, Nevada 89032
20 (702) 491-8426
21 performanceonautomotive@gmail.com
22 *Plaintiff Pro Se*
23
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VERIFICATION

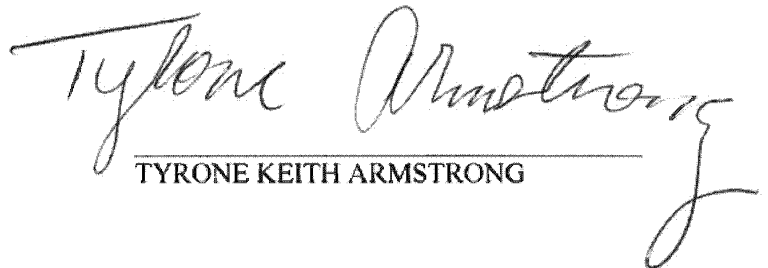
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, TYRONE KEITH ARMSTRONG, under penalty of perjury, state:

1. That I am the Plaintiff in this matter.
2. That I am over 18 years of age and competent to testify to the facts herein.
3. That I have read the above and foregoing *Plaintiff's First Amended Complaint* and know the contents thereof; that the same is true of my own knowledge, except those matters stated therein upon information and belief, and as to those matters I believe them to be true.
4. That I bring this Complaint in good faith and not for any improper purpose.

Per NRS 53.045 "I declare under penalty of perjury that the foregoing is true and correct."

DATED this 7th day of December, 2020.



TYRONE KEITH ARMSTRONG

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of December, 2020, I served a true and correct copy of the foregoing *Plaintiff's First Amended Complaint*, via the Court designated electronic service and/or U.S. Mail, first class postage prepaid, addressed to the following:

HOUSER LLP

Jeffrey S. Allison, Esq.

6671 S. Las Vegas Boulevard

Las Vegas, Nevada 89119

Email: jallison@houser-law.com

Attorney for:

Ocwen Loan Servicing, LLC;

PHH Mortgage Corporation;

Western Progressive-Nevada, Inc.

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Attorneys for U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-B3

By: /s/ Tyrone Keith Armstrong

TYRONE KEITH ARMSTRONG

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Email: performanceoneautomotive@gmail.com

Plaintiff Pro Se

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EXHIBIT “1”

Search Results [Print](#)

You searched under: **Parcel Number** for: **139-09-217-099** with the document types of: **ALL DOCUMENTS** between: **1/1/1900** and **2/7/2020**

Records found: 25

Refresh								
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
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HOUSING AND URBAN DEVELOPMENT	ARMSTRONG, TYRONE K	199812230001630	DEED		12/23/1998 3:25:00 PM	139-09-217-099		120750.0000
ARMSTRONG, TYRONE	TO WHOM IT MAY CONCERN	200312230003211	HOMESTEAD	Abandon	12/23/2003 2:58:10 PM	139-09-217-099		
ARMSTRONG, TYRONE K	FINANCE AMERICA LLC	200312230003212	DEED OF TRUST		12/23/2003 2:58:10 PM	139-09-217-099		
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ARMSTRONG, TYRONE K	NEW CENTURY MORTGAGE CORPORATION	200412290002076	DEED OF TRUST		12/29/2004 10:32:25 AM	139-09-217-099		
FINANCE AMERICA LLC	ARMSTRONG, TYRONE K	200501190003135	SUBSTITUTION/RECONVEYANCE		1/19/2005 3:48:25 PM	139-09-217-099		
ARMSTRONG, TYRONE K	BNC MORTGAGE INC	200701250003378	DEED OF TRUST		1/25/2007 2:08:21 PM	139-09-217-099		
RECONTRUST COMPANY NA	ARMSTRONG, TYRONE K	20070203000298	SUBSTITUTION/RECONVEYANCE		2/9/2007 8:01:12 AM	139-09-217-099		
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION EE	201005060002238	ASSIGNMENT		5/6/2010 11:20:05 AM	139-09-217-099		0.0000
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	ARMSTRONG TYRONE K	201210110001689	DEFAULT	RESCISSION		139-09-		0.0000

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COOPER CASTLE LAW FIRM LLP					10/11/2012 12:06:20 PM	217- 099		
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ARMSTRONG, TYRONE K	WESTERN PROGRESSIVE- NEVADA INC	201506120001252	DEFAULT & ELECTION TO SELL		6/12/2015 9:06:33 AM	139- 09- 217- 099	TEXT IN MARGIN	0.0000
ARMSTRONG, TYRONE K		2015072500002756	HOMESTEAD		7/29/2015 12:30:12 PM	139- 09- 217- 099		0.0000
ARMSTRONG, TYRONE	WESTERN PROGRESSIVE- NEVADA INC	201509140000173	CERTIFICATE FORECLOSURE MEDIATION NEVADA		9/14/2015 8:01:55 AM	139- 09- 217- 099		0.0000
ARMSTRONG, TYRONE K	WESTERN PROGRESSIVE- NEVADA INC	201511240001581	NOTICE OF TRUSTEE SALE		11/24/2015 1:06:50 PM	139- 09- 217- 099		0.0000
NEW CENTURY MORTGAGE CORPORATION	ARMSTRONG, TYRONE K	201701190001205	SUBSTITUTION/RECONVEYANCE		1/19/2017 10:28:53 AM	139- 09- 217- 099		0.0000
WESTERN PROGRESSIVE- NEVADA INC	ARMSTRONG, TYRONE K	201801180000153	DEFAULT	RESCISSION	1/18/2018 8:02:18 AM	139- 09- 217- 099		0.0000
ARMSTRONG, TYRONE K	WESTERN PROGRESSIVE- NEVADA INC	201805310000806	DEFAULT & ELECTION TO SELL		5/31/2018 9:45:37 AM	139- 09- 217- 099		0.0000
ARMSTRONG, TYRONE K	WESTERN PROGRESSIVE- NEVADA INC	201901300000205	CERTIFICATE FORECLOSURE MEDIATION NEVADA		1/30/2019 8:02:27 AM	139- 09- 217- 099		0.0000
ARMSTRONG, TYRONE K	PROGRESSIVE WESTERN	201906130001519	NOTICE OF TRUSTEE SALE		6/13/2019 1:10:03 PM	139- 09- 217- 099		0.0000
US BANK NATIONAL ASSOCIATION	ARMSTRONG, TYRONE KEITH	201906270001426	US PENDING		5/27/2019 12:01:40 PM	139- 09- 217- 099		0.0000

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EXHIBIT “2”

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FILED

2009 FEB 27 P 3:08

Ernest D. Figueroa
CLERK OF THE COURT

1 **ORDG**
2 **CATHERINE CORTEZ MASTO**
3 **Attorney General**
4 **ERNEST D. FIGUEROA**
5 **Chief Deputy Attorney General**
6 **Nevada Bar No. 006295**
7 **100 North Carson Street**
8 **Carson City, Nevada 89701**
9 **775-684-1197**
10 **Attorneys for Plaintiff, State of Nevada**

7 **DISTRICT COURT**
8 **CLARK COUNTY, NEVADA**

CC

9 **STATE OF NEVADA**

10 **Plaintiff,**

11 **vs.**

12 **COUNTRYWIDE FINANCIAL CORPORATION,**
13 **a Delaware corporation;**

14 **Defendant.**

) **Case No.:**
) **Dept. No.:**

A583442

XIII

) **BUSINESS COURT REQUESTED**
) **ARBITRATION EXEMPTION**
) **Action in Equity**

15 **ORDER**

16 The Court having reviewed the documents submitted and upon the stipulation of the
17 parties,

18 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Consent Judgment entered
19 in this action be hereby approved and entered with the Clerk of this Court.

20 **DATED:** *February 26, 2009*

[Signature]
DISTRICT COURT JUDGE

22 **SUBMITTED BY:**
23 **CATHERINE CORTEZ MASTO**
24 **Attorney General**

By:

[Signature]
25 **ERNEST D. FIGUEROA**
26 **Chief Deputy Attorney General**
27 **Nevada Bar No. 006295**
28 **100 North Carson Street**
29 **Carson City, Nevada 89701**
30 **775-684-1197**
31 **Attorneys for the State of Nevada**

CC
FEB 27 2009
CLERK OF THE COURT

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NEOJ
CATHERINE CORTEZ MASTO
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Carson City, Nevada 89701
775-684-1197
Attorneys for Plaintiff, State of Nevada

DISTRICT COURT
CLARK COUNTY, NEVADA

STATE OF NEVADA

Plaintiff,

vs.

COUNTRYWIDE FINANCIAL CORPORATION,
a Delaware corporation;

Defendant.

) Case No.: A583442

) Dept. No.: XIII

) BUSINESS COURT REQUESTED

) ARBITRATION EXEMPTION

) Action in Equity

NOTICE OF ENTRY OF ORDER

TO: COUNTRYWIDE MORTGAGE LENDING, Defendant; and

TO: ARIEL E. STERN, of the Law Firm BALLARD SPAHR ANDREWS & INGERSOLL,
LLP, Counsel for Defendant.

YOU will please take notice that the attached ORDER was entered in this action on the
26th day of February, 2009.

DATED this 3 day of March, 2009.

SUBMITTED BY:
CATHERINE CORTEZ MASTO
Attorney General

By:

ERNEST D. FIGUEROA
Chief Deputy Attorney General
Nevada Bar No. 006295
100 North Carson Street
Carson City, Nevada 89701


RECEIVED
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CLERK OF THE COURT

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 3rd day of March, 2009, I deposited for mailing, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER**, in the United States Mail, postage prepaid thereon, addressed to the following:

Ariel E. Stern
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 City Parkway, Suite 1750
Las Vegas, Nevada 89106
Counsel for Defendant


DORIANNE POTNAR, an employee of the
Office of the Attorney General

ORIGINAL

1 **CONS**
2 CATHERINE CORTEZ MASTO
3 Attorney General
4 ERNEST D. FIGUEROA
5 Chief Deputy Attorney General
6 Nevada Bar No. 008295
7 100 North Carson Street
8 Carson City, Nevada 89701
9 775-684-1197
10 Attorneys for Plaintiff, State of Nevada

FILED

FEB 24 4 13 PM '09

Ernest D. Figueroa
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

STATE OF NEVADA

Plaintiff,

vs.

COUNTRYWIDE FINANCIAL CORPORATION,
a Delaware corporation,

Defendant.

Case No.:

Dept. No.:

A 583442

X111

BUSINESS COURT REQUESTED
ARBITRATION EXEMPTION
Action in Equity

CONSENT JUDGMENT

Come now Plaintiff, STATE OF NEVADA, by and through its attorney, CATHERINE CORTEZ MASTO, Attorney General, and her Chief Deputy, Ernest D. Figueroa, and Defendant COUNTRYWIDE FINANCIAL CORPORATION, in the above entitled and numbered cause. Plaintiff STATE OF NEVADA and Defendant COUNTRYWIDE FINANCIAL CORPORATION (collectively, the "Parties") hereby consent to the entry of this Consent Judgment as set forth below, without trial or adjudication of any issue of fact or law.

This Court has jurisdiction to enter and enforce this Judgment. Venue is proper in this Court.

The terms of this Consent Judgment ("Judgment") shall be governed by the laws of the State of Nevada.

The parties voluntarily enter in this Judgment on the terms and conditions set forth below.

RECEIVED
FEB 24 2009
CLERK OF THE COURT

1 **1. DEFINITIONS**

2 **1.1 Usage.** The following rules apply to the construction of this Judgment:

3 (a) the singular includes the plural and the plural includes the singular;

4 (b) "Include" and "Including" are not limiting;

5 (c) the headings of the Sections and subsections are for convenience and shall not
6 constitute a part of this Judgment, and shall not affect the meaning, construction, or effect of
7 the applicable provisions of this Judgment;

8 (d) a reference in this Judgment or any Schedule to an Section, Exhibit, or Schedule
9 without further reference is a reference to the relevant Section, Exhibit, or Schedule to this
10 Judgment; and

11 (e) words such as "hereunder," "hereto," "hereof," and "herein," and other words of
12 like import shall, unless the context clearly indicates to the contrary, refer to the whole of this
13 Judgment and not to any particular Section, subsection or clause hereof.

14 **1.2 Defined Terms.** The following capitalized terms shall have the following
15 meanings in this Judgment unless otherwise required by the context or defined:

16 **"Affiliate"** means, with respect to any company, any company that controls, is under
17 common control with, or is controlled by such company.

18 **"Affordability Equation"** has the meaning given to such term in Section 4.4.

19 **"Alt-A Residential Mortgage Loans"** means CFC Residential Mortgage Loans that are
20 (a) not owned by a GSE; (b) not Subprime; (c) not a Pay Option ARM; (d) less than \$400,000
21 in original principal amount; and (e) including documentation or other characteristics that
22 make such loans not Federal Eligible.

23 **"Annual Increase"** means, with respect to any stated rate of interest, an annual
24 increase in the stated rate of interest such that the aggregate scheduled payments of principal
25 (if applicable) and interest in any year does not increase by more than 7.5% of the aggregate
26 scheduled payments of principal and interest in the preceding year, subject to any stated
27 interest rate cap.

28 ///

1 **"ARMs"** means adjustable rate first-lien residential mortgage loans.

2 **"BAC"** means Bank of America Corporation.

3 **"Borrower"** means, with respect to any owner-occupied CFC Residential Mortgage
4 Loan, the obligor(s) on such loan. No covenant or commitment herein is intended to require
5 a CFC Servicer to deal with more than one obligor on behalf of any Borrowers with respect
6 thereto.

7 **"CFC"** means Countrywide Financial Corporation.

8 **"CFC-Originated"** means, with respect to any residential mortgage loan, that such
9 residential mortgage loan is a first-lien residential mortgage that was originated on a retail
10 basis directly or indirectly by CFC or its subsidiaries or through brokers in their wholesale
11 lending channels.

12 **"CFC-Originated"** residential mortgage loans do not include CFC Purchased Loans.

13 **"CFC Purchased Loans"** means any first-lien residential mortgage loan originated by
14 unaffiliated third parties and directly or indirectly purchased by CFC or its subsidiaries through
15 their correspondent lending channels or otherwise, provided that such loan is serviced by a
16 CFC Servicer.

17 **"CFC Purchased Loans"** do not include CFC-Originated residential mortgage loans.

18 **"CFC Residential Mortgage Loans"** means any (i) CFC-Originated first-lien residential
19 mortgage loans, or (ii) CFC Purchased Loans, so long as, in each case, such loans are
20 serviced by a CFC Servicer.

21 **"CFC Servicer"** means CFC or any Affiliate of CFC that services CFC Residential
22 Mortgage Loans.

23 **"CLTV"** means, with respect to a first-lien residential mortgage loan as of the time
24 underwritten, the ratio of the sum of the unpaid principal balance of such mortgage loan *plus*
25 the unpaid principal balance on any second-lien mortgage to the Market Value of the
26 residential property that secures such mortgages.

27 ///

28 ///

1 **"Commencement Date"** means October 6, 2008.

2 **"Delinquent Borrower"** means, with respect to any Borrower, that the related CFC
3 Residential Mortgage Loan (a) is Seriously Delinquent on or before the Termination Date, or
4 (b) is subject to an imminent reset or Recast and, in the reasonable view of the CFC Servicer,
5 as a result of such reset or Recast is reasonably likely to become Seriously Delinquent on or
6 before the Termination Date.

7 **"Eligible Borrower"** has the meaning given to such term in Section 4.1.

8 **"Fannie Mae"** means Federal National Mortgage Association.

9 **"Fannie Rate"** means, as of any date, the Fannie Mae 30-year fixed rate 60-day
10 delivery required net yield as of such date or if such rate is for any reason not available, a
11 comparable rate published by another nationally recognized source.

12 **"Federal Eligible"** means, with respect to any first-lien residential mortgage loan that,
13 at the time of origination, (a) such loan is or was eligible for sale to, or guaranty or insurance
14 by, a federal agency, GSE or comparable federally-sponsored entity similar to a GSE, under
15 then applicable guidelines of such agency, GSE or entity, or (b) such loan was made in
16 connection with a program intended to qualify for credit under the Community Reinvestment
17 Act of 1977.

18 **"Foreclosure Avoidance Budget"** has the meaning given to such term in Section
19 4.4(a).

20 **"Foreclosure Relief Program"** means the program under which certain Borrowers will
21 be offered payments, as set forth in Section 6.

22 **"Foundation"** has the meaning given to such term in Section 7.

23 **"Freddie Mac"** means Federal Home Loan Mortgage Corporation.

24 **"GSE"** means a government-sponsored enterprise such as Fannie Mae or Freddie
25 Mac.

26 **"Interest Rate Floor"** means, with respect to modification of a Qualifying Mortgage
27 hereunder, (a) a rate of 3.5% per annum if the modification results in an interest-only
28

1 payment; or (b) a rate of 2.5% per annum if the modification results in a fully amortizing
2 payment.

3 **"LTV"** means, with respect to a first-lien residential mortgage loan as of the time
4 reviewed for eligibility for modification, the ratio of the unpaid principal balance of such
5 mortgage loan to the Market Value of the residential property that secures such mortgage.

6 **"Market Value"** means, with respect to any residential mortgage loan, the value of the
7 residential property that secures such mortgage loan as determined by a lender or servicer in
8 reliance on an appraisal (whether based on an appraisal report prepared not more than 180
9 days before the date of determination, broker price opinion prepared not more than 120 days
10 before the date of determination, or automated valuation model prepared not more than 90
11 days before the date of determination).

12 **"Office of the Attorney General"** means the Office of the Attorney General of the
13 State of Nevada.

14 **"Pay Option ARMs"** means ARMs that, during an initial period (and subject to Recast),
15 permit the borrower to choose among two or more payment options, including an interest-only
16 payment and a minimum (or limited) payment.

17 **"Qualifying Mortgage"** has the meaning given to such term in Section 4.2.

18 **"Recast"** means, in the case of a Pay Option ARM, a contractual payment recast to a
19 fully amortized payment based on a negative amortization trigger.

20 **"Relocation Assistance payment"** has the meaning given to such term in Section 5.1.

21 **"Seriously Delinquent"** means, with respect to any residential mortgage loan, that
22 payments of interest or principal are 60 or more days delinquent.

23 **"Seriously Delinquent Borrower"** means, with respect to any Borrower that, on or
24 before the Termination Date, the related CFC Residential Mortgage Loan is Seriously
25 Delinquent.

26 **"Subprime 2, 3, 5, 7, and 10 Hybrid ARMs"** means Subprime Mortgage Loans that
27 are 2, 3, 5, 7, and 10 Hybrid ARMs.

28 ///

1 **"Subprime Mortgage Loans"** means first-lien residential mortgage loans that combine
2 higher risk features (such as low or no documentation, low equity, adjustable interest rates,
3 prepayment penalties, cash-out financing) with higher risk borrower profiles (lower FICO
4 scores, recent bankruptcies/foreclosures, major derogatory credit), resulting in a loan that
5 could not reasonably be underwritten and approved as a "prime" loan. An existing CFC
6 Residential Mortgage Loan would be a **"Subprime Mortgage Loan"** if it is identified as such in
7 connection with a securitization in which it is part of the pool of securitized assets or, in the
8 case of a CFC Residential Mortgage Loan that is not included in a securitization, was
9 classified as being "subprime" on the systems of CFC and its subsidiaries on June 30, 2008.

10 **"Termination Date"** means June 30, 2012.

11 **2. CFC SOLE OBLIGOR ON ALL OBLIGATIONS IN THIS JUDGMENT**

12 **2.1 *Responsibility of CFC.*** Until the Termination Date (or such earlier date as is
13 specified herein), CFC is responsible to the other parties hereto for performance of all of the
14 undertakings in this Judgment, including the changes to the residential mortgage lending
15 practices described in Section 3, the loan modification programs described in Section 4, the
16 Relocation Assistance payments described in Section 5, the Foreclosure Relief Program
17 described in Section 6, and the reporting obligations described in Section 8.

18 **2.2 *Absence of Defenses.*** It is not an excuse to the performance of the obligations
19 of CFC hereunder that it does not directly or indirectly engage in the business of originating
20 residential mortgage loans or in the business of servicing residential mortgage loans. CFC is
21 responsible for the conduct of CFC Affiliates and CFC Servicers as specified hereunder
22 whether or not it controls such CFC Affiliates or CFC Servicers and the absence of such
23 control shall not be a defense to or otherwise excuse CFC's failure to perform hereunder.

24 **2.3 *Remedies for Failure of CFC to Cause Performance.*** If there is a material
25 failure to perform the obligations under the loan modification programs described in Section 4,
26 the Relocation Assistance payments described in Section 5, the Foreclosure Relief Program
27 described in Section 6, or the reporting obligations described in Section 8 and such failure is
28 not promptly cured after notice by the Office of the Attorney General of the State of Nevada,

1 then the Office of the Attorney General may seek enforcement of this Judgment under Section
2 10.4, or, in the alternative, terminate this Judgment. If the Office of the Attorney General
3 elects to terminate this Judgment, it shall no longer be bound by the release set forth in
4 Section 9.2.

5 **3. SERVICER PRACTICES**

6 Until the Termination Date, CFC shall be responsible for the implementation of the
7 following by CFC Affiliates with respect to CFC Residential Mortgage Loans with respect to
8 Borrowers in the State of Nevada.

9 **3.1 *Residential Mortgage Product Offerings.***

10 (a) CFC Servicers will maintain robust processes for early identification and contact
11 with Borrowers who are having, or are reasonably expected to have, trouble making their
12 payments on CFC Residential Mortgage Loans. Under these processes, when contact is
13 made with such Borrowers, an individualized evaluation of the Borrowers' economic
14 circumstances will be made to determine if alternatives to foreclosure are available, and
15 consistent with the directions of the investors, if applicable.

16 (b) CFC Servicers will maintain the current practice of offering loan modifications or
17 other workout solutions to Borrowers who are 30 days or more delinquent in their payments,
18 who desire to remain in their homes, and who can afford to make reasonable mortgage
19 payments, subject to applicable investor guidance and approvals.

20 (c) CFC's reports to the Office of the Attorney General under this Judgment will
21 include information on the numbers and types of workouts concluded on loans secured by
22 Borrower-occupied properties in the State of Nevada.

23 (d) CFC Servicers will continue the current practice of regularly monitoring the
24 delinquency characteristics of the entire portfolio of CFC Residential Mortgage Loans,
25 including Alt-A Residential Mortgage Loans, loans with interest-only features, and other loans
26 to prime borrowers, to identify high-delinquency segments that may be appropriate for
27 streamlined or non-streamlined loan modification campaigns. CFC shall be responsible for
28

1 providing reports to the Office of the Attorney General on the delinquency characteristics of
2 such loans, as provided herein.

3 (e) With respect to Alt-A Residential Mortgage Loans, CFC acknowledges that the
4 Office of the Attorney General has expressed concerns about future delinquencies, and
5 agrees to provide the Office of the Attorney General notification whenever the nationwide rate
6 at which Borrowers on Alt-A Residential Mortgage Loans are 30 days or more delinquent in
7 their payments exceeds 150% of the delinquency rate for comparably-aged FHA-insured
8 loans serviced by CFC Servicers. If such notice is required, CFC agrees to confer with the
9 Office of the Attorney General concerning Alt-A Residential Mortgage Loans delinquency
10 trends, including whether delinquencies are isolated in certain segments of the Alt-A
11 Residential Mortgage Loans portfolio (e.g., loans with interest-only features, loans originated
12 at high CLTV), and concerning the possible deployment of streamlined foreclosure avoidance
13 solutions for such Borrowers.

14 (f) Through July 1, 2009, a minimum of 3900 personnel shall be employed to assist
15 Borrowers with loan modifications and other foreclosure avoidance measures.

16 (g) CFC Servicers will ensure that the values in any AVM system used to generate
17 electronic appraisals are regularly updated and periodically validated so as to provide
18 reasonable assurance as to the accuracy of resulting valuations. Any validation will, as
19 appropriate, include back-testing of a representative sample of valuations against market data
20 on actual sales (where sufficient information is available).

21 (h) Although the scope of the loan modification program in this Judgment is limited
22 to certain first lien Qualifying Mortgages, CFC acknowledges that (i) many Eligible Borrower-
23 occupied 1-to-4 unit residential properties are subject to second lien mortgages and (ii) the
24 existence of such junior liens may reduce the incentive of Borrowers to remain in their homes
25 and may impair Eligible Borrowers' ability to refinance Qualifying Mortgages. CFC confirms
26 that it is engaged in developing best servicing practices with respect to first lien Qualifying
27 Mortgages secured by Eligible Borrower-occupied 1-to-4 unit residential properties that are
28 subject to second lien mortgages.

3.2 **Compliance.** Understanding the circumstances and behaviors of lenders and brokers that may have contributed, in part, to the current mortgage crisis, CFC recognizes its responsibility to ensure the very highest degree of ethical conduct on the part of CFC's agents and employees. CFC shall ensure that, (a) to the extent it resumes subprime lending, it will design and implement an effective compliance management program to provide reasonable assurance as to the identification and control of consumer protection hazards associated with such subprime lending activities, and (b) to the extent of its own lending activities (if any), it will create appropriate consumer safeguards to avoid unfair or deceptive activities or practices arising in connection with its interaction with brokers and other third parties.

4. LOAN MODIFICATIONS FOR DELINQUENT BORROWERS IN CERTAIN MORTGAGE PRODUCTS

Until the Termination Date, CFC shall be responsible for ensuring that CFC Servicers attempt, on an ongoing basis, to qualify eligible Borrowers in specified mortgage products for affordable loan modifications in accordance with the following provisions:

4.1 **Eligible Borrowers.** An "Eligible Borrower" is a Borrower who has a Qualifying Mortgage with a first payment date on or before December 31, 2007, that (a) is secured by an owner-occupied 1-to-4 unit residential property, (b) is serviced by a CFC Servicer, and (c) in the event that it is determined that a condition described in Section 4.10 has occurred, the applicable CFC Servicer has determined that such Borrower is in financial distress. Eligible Borrowers are potentially eligible for loan modification relief under this Section 4. A Borrower who does not occupy the 1-to-4 unit residential property that secures the Qualifying Mortgage is not an "Eligible Borrower."

4.2 **Qualifying Mortgages.** The following CFC Residential Mortgage Loans are "Qualifying Mortgages" if the Borrower is an Eligible Borrower and the Borrower meets one of the specified delinquency profiles:

(a) **Subprime 2, 3, 5, 7, and 10 Hybrid ARMs.** A Subprime 2, 3, 5, 7, and 10 Hybrid ARM shall be a Qualifying Mortgage if the Eligible Borrower meets any one of the following delinquency profiles at the time considered for loan modification:

- 1 (i) The Eligible Borrower is a Seriously Delinquent Borrower and the LTV is
2 75% or more; or
- 3 (ii) The Eligible Borrower is a Delinquent Borrower and the LTV is 75% or
4 more.
- 5 (b) **Pay Option ARMs.** A Pay Option ARM shall be a Qualifying Mortgage if the
6 Eligible Borrower meets any one of the following delinquency profiles at the time considered
7 for loan modification:
- 8 (i) The Eligible Borrower is Seriously Delinquent and the LTV is 75% or
9 more; or
- 10 (ii) The Eligible Borrower is a Delinquent Borrower and the LTV is 75% or
11 more.
- 12 (c) **Subprime First Mortgage Loans (Other than Subprime 2, 3, 5, 7, and 10
13 Hybrid ARMs).** A Subprime CFC Residential Mortgage Loan shall be a Qualifying Mortgage
14 if the Eligible Borrower is a Seriously Delinquent Borrower and the LTV is 75% or more.
- 15 **4.3 Loan Modifications to Be Considered.** Each Eligible Borrower shall be
16 considered for a range of affordable loan modification options with respect to his or her
17 Qualifying Mortgage. The loan modification options will include those described below and
18 existing modification options, subject in each case to approval of the investor who owns the
19 Qualifying Mortgage and the Affordability Equation as set forth in Section 4.4. Loan
20 modification options for each category of Qualifying Mortgages are as follows:
- 21 (a) **Subprime 2, 3, 5, 7, and 10 Hybrid ARMs.** Qualifying Mortgages that are
22 Subprime 2, 3, 5, 7, and 10 Hybrid ARMs will be eligible for loan modifications as follows, in
23 no particular order:
- 24 (i) To the extent the HOPE for Homeowners Program is available, an FHA
25 refinancing under the HOPE for Homeowners Program under the
26 underwriting criteria applicable to that program.
- 27 (ii) For Eligible Borrowers (A) who become Seriously Delinquent following a
28 reset, or (B) who are subject to an imminent reset and, in the reasonable

view of the CFC Servicer, as a result of such reset are reasonably likely to become Seriously Delinquent on or before the Termination Date (even though they are not Seriously Delinquent at the time of the modification), an unsolicited (subject to Section 4.10) restoration of the Introductory rate for five years, without new loan documentation or an evaluation of the Eligible Borrower's current income. Communications to Eligible Borrowers informing them of this modification will invite Eligible Borrowers to contact the applicable CFC Servicer if they do not believe they will be able to afford the introductory rate in order to be considered for more extensive relief under Sections 4.3(a)(ii) or 4.3(a)(v).

(iii) A streamlined, fully-amortizing loan modification subject to the Affordability Equation consisting of:

- (A) until the fifth anniversary of the loan modification, a reduction of the interest rate to the (1) introductory rate or (2) lower (but not less than 3.5%); and
- (B) on the fifth anniversary of the loan modification, an automatic conversion to a fixed rate mortgage for the remainder of the loan term at the higher of (1) the Fannie Rate and (2) the introductory rate. If the new payment would not be affordable to the Eligible Borrower based on his or her income at the time of conversion, the Eligible Borrower will be considered for a single two year period of reduced-rate financing (in which case the conversion to a fixed rate mortgage will occur at the end of the seventh year).

(iv) A streamlined loan modification subject to the Affordability Equation consisting of:

- (A) modification of the Qualifying Mortgage to include a ten-year interest-only period;

- 1 (B) reduction of the interest rate to a rate no lower than the Interest
- 2 Rate Floor, with an Annual Increase subject to an interest-rate cap
- 3 as provided below in Section 4.3(a)(iv)(C); and
- 4 (C) an interest-rate cap for the remaining, fully-amortizing term of the
- 5 Qualifying Mortgage at an annual interest rate equal to the
- 6 introductory rate.

7 (b) **Pay Option ARMs.** Qualifying Mortgages that are Pay Option ARMs are eligible
8 for the following loan modifications, in no particular order:

- 9 (i) To the extent the HOPE for Homeowners Program is available, an FHA
- 10 refinancing under the HOPE for Homeowners Program under the
- 11 underwriting criteria applicable to that program; or
- 12 (ii) A streamlined, fully-amortizing (except as provided in Section
- 13 4.3(b)(ii)(B)) loan modification subject to the Affordability Equation
- 14 consisting of:
 - 15 (A) elimination of the negative amortization feature;
 - 16 (B) optional introduction of a ten-year interest-only period on the loan;
 - 17 (C) reduction of the Interest rate to a rate no lower than the Interest
 - 18 Rate Floor, with an Annual Increase subject to an interest rate cap
 - 19 of 7%; and
 - 20 (D) if the Eligible Borrower owns only one residential property and the
 - 21 LTV is 95% or higher, a write down of the principal balance of the
 - 22 Qualifying Mortgage (but any write down of principal would not be
 - 23 in an amount greater than necessary to achieve an LTV of 95%).

24 (c) **Subprime Loans (Other than 2, 3, 5, 7, and 10 Hybrid ARMs).** Qualifying
25 Mortgages that are Subprime Loans (Other than 2, 3, 5, 7, and 10 Hybrid ARMs) are eligible
26 for the following loan modifications, in no particular order:

- (i) To the extent the HOPE for Homeowners Program is available, an FHA refinancing under the HOPE for Homeowners Program under the underwriting criteria applicable to that program; or
- (ii) A streamlined, fully-amortizing (except as provided in Section 4.3(c)(ii)(A)) loan modification within the limits of the Affordability Equation consisting of:
 - (A) optional introduction of a ten-year interest-only period on the loan;
 - (B) reduction of the interest rate on the mortgage to a rate no lower than the Interest Rate Floor, with an Annual Increase subject to an interest rate cap as provided below in Section 4.3(c)(ii)(C); and
 - (C) an interest-rate cap for the remaining term of the Qualifying Mortgage at an annual interest rate equal to (i) the fixed interest rate *less* 200 basis points, in the case of fixed-rate loans, and (ii) the remainder of the sum of the contractual index amount *plus* spread immediately before the first loan modification, *minus* 200 basis points, in the case of an ARM.

4.4 Affordability Equation. Qualifying Mortgages will be considered for loan modifications in accordance with the following Affordability Equation, which establishes a Foreclosure Avoidance Budget that is a cap on the cost of the loan modification.

(a) **Foreclosure Avoidance Budget.** Except for Eligible Borrowers who receive an unsolicited reduction of their interest rates pursuant to Section 4.3(a)(ii), a Foreclosure Avoidance Budget will be prepared with respect to the Eligible Borrower and the Qualifying Mortgage. The "**Foreclosure Avoidance Budget**" at any time is the difference between (i) the likelihood and severity of the projected loss in a foreclosure sale and (ii) the likelihood and severity of the projected loss in the event that there was a loan modification with respect to the Qualifying Mortgage and a later foreclosure sale. For purposes of determining the Foreclosure Avoidance Budget for a Qualifying Mortgage, the LTV will be based on the Market Value.

(b) **Affordability Criteria.**

(i) Subject to the Foreclosure Avoidance Budget, if tax and insurance escrows are maintained with respect to the Qualifying Mortgage, the Eligible Borrower will be offered a loan modification that produces a first-year payment of principal (if applicable), interest, taxes, and insurance equating to 34% of the Eligible Borrower's income, or as close to 34% of the Eligible Borrower's income as the Foreclosure Avoidance Budget permits without exceeding 42% of the Eligible Borrower's income.

(ii) Subject to the Foreclosure Avoidance Budget, if tax and insurance escrows are not maintained with respect to a Qualifying Mortgage, the Eligible Borrower will be offered a loan modification that produces a first-year payment of principal (if applicable) and interest equating to 25% of the Eligible Borrower's income, or as close to 25% of the Eligible Borrower's income as the Foreclosure Avoidance Budget permits without exceeding 34% of the Eligible Borrower's income.

(c) **Borrowers Who Cannot Afford a Loan Modification.** There is no obligation to offer loan modifications with respect to Qualifying Mortgages if the Eligible Borrower cannot be qualified under the Affordability Equation. Such Eligible Borrowers may be eligible for a Relocation Assistance payment and/or a payment under the Foreclosure Relief Program, all as provided in Sections 5 and 6.

4.5 Outreach to Borrowers at Risk of Delinquency. Borrowers with Subprime Mortgage Loans or Pay Option ARMs with first-payment due dates between January 1, 2004 and December 31, 2007, whose payments are scheduled to change as a result of an interest-rate reset, Recast, or expiration of an interest-only term, will be sent a communication approximately ninety (90) days before the payment change inviting them to contact their CFC Servicer if they believe they will not be able to afford their new payments. In the event that a borrower responds to this communication, the borrower will be considered for loan modifications under the eligibility criteria in this Judgment.

1 **4.6 Restrictions on Initiation or Advancement of Foreclosure Process for**
2 **Eligible Borrowers.**

3 (a) The foreclosure process for a Qualifying Mortgage of an Eligible Borrower will
4 not be initiated or advanced for the period necessary to determine such Eligible Borrower's
5 interest in retaining ownership and ability to afford the revised mortgage terms, as well as the
6 investor's willingness to accept a loan modification.

7 (b) Any such foreclosure process will be initiated or advanced only if:

8 (i) It is determined, based on communication with the Borrower or based on
9 the Borrower's abandonment of the residential property that secures the
10 mortgage loan, that the Borrower does not wish to retain ownership of the
11 residence that secured the mortgage loan;

12 (ii) It is or has been determined that the Borrower cannot be qualified for, or
13 has refused, a loan modification under this Judgment within the limits of
14 the Affordability Equation, as applicable; or

15 (iii) despite reasonable efforts, servicing agents have been unable to make
16 contact with the borrower to determine his or her preferences with regard
17 to home ownership, or to obtain information concerning his or her income
18 and ability to afford a mortgage payment under a modification.

19 **4.7 Miscellaneous Provisions Related to Loan Modification Program.**

20 (a) **Commitment to Waive Late/Delinquency Fees.** Late/delinquency fees will be
21 waived to the extent they arise with respect to past due loan payments that remain unpaid as
22 of the date immediately before modification of the Qualifying Mortgage under this Judgment.
23 Late/delinquency fees will not be waived to the extent they arise with respect to loan
24 payments that were previously past due but were subsequently paid prior to the date
25 immediately before modification.

26 (b) **Commitment Not to Charge Loan Modification Fees.** Except to the extent
27 required in connection with the HOPE for Homeowners Program, Eligible Borrowers will not
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1 be charged loan modification fees in connection with loan modifications of Qualifying
2 Mortgages hereunder.

3 (c) **Prepayment Penalty Waivers.** Prepayment penalties will be waived in
4 connection with any payoff or refinancing (even if refinanced by a person not Affiliated with
5 CFC) of a Qualifying Mortgage that is a Subprime Mortgage Loan or Pay Option ARM that (i)
6 had a first payment due date between January 1, 2004 and December 31, 2007, (ii) was
7 directly or indirectly held by CFC on June 30, 2008, and (iii) which at the time of the payoff or
8 refinancing is held by CFC or any Affiliate. Investor owners or their representatives of
9 Qualifying Mortgages that are Subprime Mortgage Loans or Pay Option ARMs serviced by a
10 CFC Servicer will be encouraged to waive prepayment penalties in such circumstances.

11 (d) **Commitment to Consider Additional Relief for Borrowers Receiving**
12 **Modifications and Later Becoming Delinquent.** Eligible Borrowers with respect to
13 Qualifying Mortgages who have earlier received loan modifications or other workouts, whether
14 or not pursuant to this Judgment, will be eligible to be considered for new loan modification
15 offers under this Judgment if they otherwise satisfy the eligibility criteria.

16 (e) **Representation Concerning Investor Delegation and Approval.** CFC
17 represents that CFC Servicers currently have, or reasonably expect to obtain, discretion to
18 pursue the foreclosure avoidance measures outlined in this Judgment for a substantial
19 majority of Qualifying Mortgages. If CFC Servicers do not have discretion to pursue these
20 foreclosure avoidance measures, best efforts will be used to obtain appropriate investor
21 authorization.

22 4.8 **Commitment to Implement Relief Measures Authorized by Federal**
23 **Government.** To the extent the federal government acquires any Qualifying Mortgages and,
24 as the owner of these mortgages, authorizes loan modifications that offer borrower benefits
25 greater than those associated with the modifications outlined in this Judgment, such relief
26 measures will be pursued in modifying such Qualifying Mortgages to the full extent of such
27 authorization.

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1 **4.9 Timeframe for Loan Modification Process.** The loan modification process will
2 be managed to ensure that offers of loan modifications under this Judgment, (other than
3 unsolicited interest rate reductions), are made to Eligible Borrowers, on average, no more
4 than 60 days after such Eligible Borrowers make contact with the applicable CFC Servicer and
5 provide any required information concerning a possible modification.

6 **4.10 Response to Intentional Nonperformance by Borrowers.** If CFC detects
7 material levels of intentional nonperformance by Eligible Borrowers that appears to be
8 attributable to the introduction of the loan modification program, it reserves the right to require
9 objective prequalification of Eligible Borrowers for loan modifications under the program by
10 obtaining verification of all sources of income and the application of funds and to take other
11 reasonable steps. Such prequalification could result in the elimination of unsolicited interest
12 rate reductions, inhibit streamlined solutions, and could otherwise significantly slow
13 implementation of the loan modification program.

14 **4.11 No Releases with Respect to Loan Modifications.** In connection with loan
15 modifications offered under this Judgment, no releases of claims will be solicited or required
16 from Eligible Borrowers.

17 **4.12 Number of Loan Modification Offers before March 31, 2009.** On or before
18 March 31, 2009, loan modifications will be offered by CFC Servicers in accordance with this
19 Judgment to not fewer than 50,000 Delinquent Borrowers on a nationwide basis. The Office
20 of the Attorney General of the State of Nevada may terminate the Judgment and no longer be
21 bound by the release set forth in Section 9.2 if there is a material failure to satisfy this
22 commitment. If the Office of the Attorney General terminates this Judgment, any unspent
23 portion of the Foreclosure Relief Program allocation that has been reserved by the Office of
24 the Attorney General for purposes other than making payments to Borrowers as provided in
25 Section 6 of this Judgment will be repaid to CFC.

26 **4.13 Second or Junior Liens.** Loan modifications contemplated in Section 4 of this
27 Judgment shall be made without consideration of second or junior liens on mortgaged
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1 properties. CFC does not expect that the presence of second or junior liens will impede
2 Eligible Borrowers from receiving a loan modification offer under Section 4 of this Judgment.

3 **5. RELOCATION ASSISTANCE PROGRAM**

4 Through the Termination Date, payments will be provided to borrowers who are unable
5 to retain their homes in accordance with this Section 5.

6 **5.1 *Eligibility.*** Borrowers under CFC Residential Mortgage Loans who (a) were
7 serviced by a CFC Servicer on June 30, 2008 (whether or not they are Qualifying Mortgages),
8 (b) occupy a 1-to-4 unit residential property subject to servicing by a CFC Servicer on the date
9 of determination of eligibility hereunder, and (c) are subject to a foreclosure sale date on or
10 before the Termination Date, will be offered an agreement under which they can receive a
11 cash payment to assist with the Borrower's transition to a new place of residence
12 ("*Relocation Assistance payment*") in exchange for voluntarily and appropriately
13 surrendering the residence that, at the time of the foreclosure sale, secured the Borrower's
14 mortgage loan. Borrowers who are eligible for, or receive, payments under the Foreclosure
15 Relief Program may also receive a Relocation Assistance payment.

16 **5.2 *Amount.*** The amount of Relocation Assistance payments offered to any
17 Borrower will be in the discretion of CFC or its delegate according to its or their assessment of
18 the individual circumstances of the Borrower (e.g., number of dependents or amount of
19 moving expenses).

20 **5.3 *Timing of Payments.*** Relocation Assistance payments shall be made to a
21 Borrower no later than fourteen days following the Borrower's voluntary and appropriate
22 surrender of the residence that secured the mortgage loan.

23 **5.4 *Payment Projection.*** CFC projects that, from October 1, 2008, through
24 December 31, 2010, Relocation Assistance payments will be made to 35,000 borrowers on a
25 nationwide basis in a total amount of more than \$70,000,000.

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6. FORECLOSURE RELIEF PROGRAM

Payments shall be made available to borrowers who experienced a foreclosure sale, or who were 120 days or more delinquent in making mortgage payments soon after their loans were originated or after an interest rate reset, in accordance with this Section 6.

6.1 **Payment.** CFC shall make available \$3,041,882 for payments to borrowers within the State of Nevada, or otherwise for foreclosure relief/mitigation or related programs consistent with this Section 6.

6.2 Individual Allocation. Unless otherwise directed by the Office of the Attorney General in accordance with Section 6.3 hereof, a Borrower will be eligible for payments under the Foreclosure Relief Program if the Borrower:

(a) Has a CFC-Originated Residential Mortgage Loan secured by owner-occupied property;

(b) The first payment on the CFC-Originated Residential Mortgage Loan was due between January 1, 2004 and December 31, 2007;

(c) Six or fewer payments were made on the CFC-Originated Residential Mortgage Loan; and

(d) The CFC-Originated Residential Mortgage Loan was foreclosed or is 120 days or more delinquent as of the Commencement Date.

8.3 **Expansion or Contraction of the Foreclosure Relief Program; Reservation of Funds for Other Purposes.** The Office of the Attorney General may expand the Foreclosure Relief Program to cover additional Borrowers or limit the Foreclosure Relief Program to cover a narrower range of Borrowers, provided that at least those eligible Borrowers who made three or fewer payments over the life of the CFC-Originated Residential Mortgage Loan are covered. If the Office of the Attorney General elects to expand or contract the program, the amount allocated to the State of Nevada will remain the same. The Office of the Attorney General may reserve as much as 50% of the sum allocated to the State of Nevada for foreclosure relief/mitigation or related programs other than payments to defaulted Borrowers, including purchasing or rehabilitating foreclosed properties.

1 6.4 **Communications.** CFC and the Office of the Attorney General shall consult as
2 to the form and content of any communication sent to Borrowers who are to receive
3 Foreclosure Relief Program payments.

4 6.5 **Unallocated Funds.** Funds allocated to Borrowers in the State of Nevada who
5 choose not to participate in the Foreclosure Relief Program or who cannot be located after
6 commercially reasonable efforts shall be available to the Office of the Attorney General for re-
7 allocation to Borrowers under this program at the direction of the Office of the Attorney
8 General.

9 6.6 **Release.** In order to receive payments under the Foreclosure Relief Program,
10 Borrowers will be required to execute a release in accordance with Section 9.1. Borrowers
11 offered payments under this Foreclosure Relief Program whose loans have not yet been
12 foreclosed shall be afforded at least a three month period to decide whether to execute the
13 release to permit them to determine whether they wish to raise claims covered by the release.

14 7. **BANK OF AMERICA FOUNDATION COMMUNITY INVESTMENT ACTIVITIES**

15 The parties understand that, while the Bank of America Foundation ("Foundation") is
16 not a party to, or in any way bound by, this Judgment, the Foundation intends to work actively
17 with non-profit organizations, community development corporations, and others in addressing
18 the adverse effects of the current housing crisis, particularly by promoting community
19 redevelopment and facilitating the application of Housing and Economic Recovery Act funds
20 to beneficial usage of real estate owned properties. CFC commits to collaborate in good faith
21 with the Office of the Attorney General to identify ways in which CFC can support or
22 complement the Foundation's efforts.

23 8. **REPORTING REQUIREMENTS**

24 8.1 ***Eligible Borrowers in Qualifying Mortgages.***

25 (a) On a quarterly basis through June 30, 2010, CFC shall report the following
26 information to the Office of the Attorney General:

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- 1 (i) The names and addresses of Eligible Borrowers in the State of Nevada in
2 Qualifying Mortgages who received loan modification offers under this
3 Judgment, and for whom loan modifications were concluded;
- 4 (ii) For loan modifications offered or concluded under this Judgment, the total
5 dollar amount of interest and principal expected to be saved by Borrowers
6 as a result of such modifications over the life of the loans;
- 7 (iii) For all loan modifications under this Judgment concluded within the
8 reporting period in the State of Nevada, the original and modified loan
9 terms, and the amounts of late/delinquency fees waived, loan
10 modification fees waived, and prepayment penalties waived by CFC
11 pursuant to this Judgment;
- 12 (iv) For a sample of Eligible Borrowers in Qualifying Mortgages for whom
13 CFC was unable to procure a loan modification offer under this Judgment
14 during the reporting period (which sample shall be no less than 5% of all
15 such Eligible Borrowers), the factors preventing a loan modification offer;
- 16 (v) The number and total amount of Relocation Assistance payments or
17 Foreclosure Relief payments made to Borrowers in the State of Nevada
18 during the reporting period;
- 19 (vi) Delinquency data on active loans with first payment due dates between
20 January 1, 2004 and December 31, 2007 that are secured by Borrower-
21 occupied residential property in the State of Nevada, broken down by
22 type of loan; and
- 23 (vii) Aggregated delinquency/default data on all loans modified under this
24 Judgment for Eligible Borrowers in the State of Nevada, separated by
25 type of modification.
- 26 (b) CFC shall provide annual reports to the Office of the Attorney General, that
27 include the information specified in Section 8.1(a) for the periods July 1, 2010 through June
28 30, 2011, and July 1, 2011, through June 30, 2012.

1 **8.2 Other Loan Modifications.** With the same frequency as specified in Section
2 8.1, CFC will provide to the Office of the Attorney General a report detailing the numbers and
3 types of modifications concluded on first-lien residential mortgage loans secured by Borrower-
4 occupied property in the State of Nevada, (other than Qualifying Mortgages), and the total
5 unpaid principal balance of such modified loans.

6 **8.3 Best Servicing Practices for Modifying First Lien Qualifying Mortgages on**
7 **Residential Property Subject to Second Lien Mortgages.** CFC will periodically report to
8 the Office of the Attorney General on its progress in developing best servicing practices as
9 described in Section 3.1(h).

10 **8.4 Compliance Monitor.** CFC will appoint an employee as the Compliance
11 Monitor for this Judgment. The Compliance Monitor will be responsible for (a) making reports
12 to the Office of the Attorney General under this Judgment and (b) receiving and responding to
13 complaints from the Office of the Attorney General or from individual borrowers concerning the
14 operation of the loan modification program.

15 **9. RELEASES; MORE FAVORABLE SETTLEMENTS**

16 **9.1 Releases from Borrowers.** Borrowers to whom payments under the
17 Foreclosure Relief Program are offered shall, as a condition of receiving such payments, be
18 required to execute and return to CFC a release of claims that includes the following
19 language:

20 In consideration for the payment we are to receive under the Foreclosure Relief
21 Program, we release Countrywide Financial Corporation and its affiliates and their respective
22 directors, officers, employees and agents (except brokers) from all civil claims, causes of
23 action, any other right to obtain any type of monetary damages (including punitive damages),
24 expenses, attorneys' and other fees, rescission, restitution or any other remedies of whatever
25 kind at law or in equity, in contract, in tort (including, but not limited to, personal injury and
26 emotional distress), arising under any source whatsoever, including any statute, regulation,
27 rule, or common law, whether in a civil, administrative, arbitral or other judicial or non-judicial
28 proceeding, whether known or unknown, whether or not alleged, threatened or asserted by us

1 or by any other person or entity on our behalf, including any currently pending or future
 2 purported or certified class action in which we are now or may hereafter become a class
 3 member, that arise from or are in any way related to CFC Loan No. [] and any loans
 4 originated directly or indirectly by Countrywide Financial Corporation or its affiliates in
 5 connection therewith that are secured by a second mortgage, including, without limitation, the
 6 origination of any such loan (and any representations or omissions made during that
 7 origination process), the terms and conditions of any such loan, and the servicing or
 8 administration of any such loan after its origination; provided, however, that nothing herein
 9 shall bar the assertion of any released claim solely as an affirmative defense to any claim
 10 against us for a deficiency in respect of any such loan, but in no event shall we be permitted to
 11 obtain an affirmative recovery in any such deficiency action.

12 **9.2 Release.** As to CFC and its Affiliates, this Judgment effects a full resolution,
 13 complete settlement, and release by the Office of the Attorney General of the State of Nevada
 14 of all claims arising out of the residential mortgage origination or servicing activities of CFC
 15 and its subsidiaries occurring before entry of this Judgment that are within the authority of the
 16 Office of the Attorney General to release, except for (i) any claims that the State of Nevada
 17 might have as an investor in CFC securities; (ii) any regulatory or enforcement proceedings by
 18 or on behalf of another State of Nevada officer or agency; (iii) any claims or investigations
 19 identified to CFC by the Office of the Attorney General of the State of Nevada; and (iv) any
 20 criminal investigations or proceedings. This Judgment does not resolve or release, but
 21 instead specifically preserves, any claims the State of Nevada may have against Angelo
 22 Mozilo or David Sambol.

23 **9.3 More Favorable Terms.** The parties agree that should CFC resolve allegations
 24 concerning the conduct covered by this Judgment which occurred before the date of this
 25 Judgment in actions brought by Attorneys General of other states on terms that are different
 26 than those contained in this Judgment (other than terms offered by CFC but not accepted by
 27 the Office of the Attorney General), then CFC will provide a copy of those terms to the Office
 28 of the Attorney General for review. If, after review, the Office of the Attorney General

1 determines the terms of such resolutions are, taken as a whole, more favorable than those
2 contained in this Judgment, then CFC shall stipulate that this Judgment shall be amended to
3 reflect all of such terms in place of the terms hereof.

4 **10. OTHER TERMS AND CONDITIONS**

5 **10.1 *No Admission.*** The Judgment shall not constitute an admission of wrongdoing
6 by BAC or CFC, nor shall it be cited as such by the Office of the Attorney General of the State
7 of Nevada. The Agreement shall not be admissible in any other proceeding as evidence of
8 wrongdoing or a concession of responsibility.

9 **10.2 *Confidentiality.*** The Office of the Attorney General agrees that all confidential
10 information disclosed to it by BAC or CFC or any of their Affiliates, including but not limited to
11 the periodic reports that will be provided pursuant to Section 8, shall be kept confidential;
12 provided, however, that the following information reported to the Office of the Attorney
13 General on a periodic basis shall not be deemed confidential to the extent aggregated for
14 Borrowers in the State of Nevada for a full reporting period: (a) the total number of loans
15 modified, (b) the total number of loans modified, by type of loan, (c) the total dollar amount of
16 interest and principal expected to be saved by Borrowers as a result of such modifications
17 over the life of the loans, and (d) the total dollar amount of payments under Sections 5 and 6
18 of this Judgment to Borrowers. The Office of the Attorney General shall not disclose or use
19 any confidential information without the prior written consent of the disclosing party, except to
20 the extent required by law, regulation, or court order (and in such case, only upon prior written
21 notice to the disclosing party).

22 **10.3 *Submission to Jurisdiction for Limited Purpose.*** CFC submits to the
23 jurisdiction of the court in the State of Nevada for the limited purpose of entering into and
24 enforcing this Judgment only. Any acts, conduct, or appearance by CFC does not constitute
25 and shall not be construed as a submission to the general jurisdiction of any court in the State
26 of Nevada for any purpose whatsoever.

27 **10.4 *Enforcement.*** This Court shall retain jurisdiction over this matter for the
28 purposes of (a) enabling the Office of the Attorney General of the State of Nevada to apply, at

1 any time, for enforcement of any provision of this Judgment and for sanctions or other
2 remedies for any violation of this Judgment; and (b) enabling any party to this Judgment to
3 apply, upon giving 45 days written notice to all other parties, for such further orders and
4 directions as might be necessary or appropriate either for the construction or carrying out of
5 this Judgment or for the modification or termination of one or more injunctive provisions of this
6 Judgment.

7 **10.5 Conflict with Subsequent Law.** In the event that any applicable law conflicts
8 with any provision hereof, making it impossible for CFC to comply both with the law and with
9 the provisions of this Judgment, the provisions of the law shall govern.

10 **10.6 No Third Party Beneficiaries Intended.** This Judgment is not intended to
11 confer upon any person any rights or remedies, including rights as a third party beneficiary.
12 This Judgment is not intended to create a private right of action on the part of any person or
13 entity other than the parties hereto.

14 **10.7 Service of Notices and Process.** Service of notices and process required or
15 permitted by this Judgment or its enforcement shall be in writing and delivered or served (as
16 appropriate) on the following persons, or any person subsequently designated by the parties:

17 **For SAC and CFC:**
18 John Beisner
19 Brian Boyle
20 O'MELVENY & MYERS LLP
21 1625 Eye Street, N.W.
22 Washington, D.C. 20006

23 **For the Office of the Attorney General:**
24 CATHERINE CORTEZ MASTO
25 Attorney General
26 ERNEST D. FIGUEROA
27 Chief Deputy Attorney General
28 Nevada Bar No. 006295
100 North Carson Street
Carson City, Nevada 89701
Attorneys for the State of Nevada

Any party may change the designated persons and address for delivery with respect to
itself by giving notice to the other parties as specified herein.

1 10.8 **Waiver.** The failure of any party to exercise any rights under this Judgment
2 shall not be deemed a waiver of any right or any future rights.

3 10.9 **Severability.** If any part hereof shall for any reason be found or held invalid or
4 unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall
5 not affect the remainder hereof, which shall survive and be construed as if such invalid or
6 unenforceable part had not been contained herein.

7 10.10 **Counterparts.** This Judgment may be signed in one or more counterparts,
8 each of which shall be deemed an original. Facsimile copies of this Judgment and the
9 signatures hereto may be used with the same force and effect as an original.

10 10.11 **Inurement.** This Judgment is binding and inures to the benefit of the parties
11 hereto and their respective successors and assigns.

12 10.12 **Integration.** This Judgment constitutes the entire agreement of the parties with
13 respect to the subject matter hereof and supersedes all prior agreements and understandings
14 relating to the subject matter hereof.

15 10.13 **Amendment.** This Judgment may be amended solely by written agreement
16 signed by the Office of the Attorney General and CFC.

17 10.14 **Termination.** Except to the extent an early date is specified or the provisions of
18 this Judgment are earlier terminated according to the terms hereof, the obligations of CFC
19 under this Judgment shall terminate on the Termination Date. Provided, however, that no
20 termination of the obligations under this Judgment shall change or terminate the terms of any
21 loan modification entered into pursuant to Section 4 of this Judgment.

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SIGNATURES:

FOR COUNTRYWIDE FINANCIAL CORPORATION

By: 
JAMES CICCONE
Title: Executive Vice President, Deputy General Counsel

DATED: 1/26/09

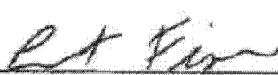
APPROVED AS TO FORM:

By: 
ARIEL E. STERN
Nevada Bar No. 008276
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 City Parkway, Suite 1750
Las Vegas, Nevada 89106
(702) 387-3085
Attorney for Countrywide Financial Corporation

DATED: 2/2/09

FOR THE STATE OF NEVADA:

CATHERINE CORTEZ MASTO
Attorney General

By: 
ERNEST D. FIGUEROA
Chief Deputy Attorney General
Nevada Bar No. 006285
100 North Carson Street
Carson City, Nevada 89701
775-684-1197
Attorneys for Plaintiffs, State Of Nevada

DATED: 1/29/09

AFFIRMATION

Pursuant to NRS 239B.030


The undersigned does hereby affirm that the preceding **CONSENT JUDGMENT** filed in District Court does not contain the social security number of any person.

DATED this _____ day of _____, 2009.

SUBMITTED BY:

CATHERINE CORTEZ MASTO
Attorney General

By:


ERNEST D. FIGUEROA
Chief Deputy Attorney General
Nevada Bar No. 006295
100 North Carson Street
Carson City, Nevada 89701
775-684-1197
Attorneys for Plaintiffs, State of Nevada

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EXHIBIT “3”

Altisource®

Vijay Kumar K
Title Resolution Associate
Kvijay.kumar@altisource.com
Telephone: 770-612-7007-1 Extn:-297804
Fax: 770-956-5844

Date: 07/21/2015
VIA E-mail: _____

First American Title Insurance Company

Re: Policy Number : 21008643
Property Address : 3713 Brentcove Dr., North Las Vegas, NV 89032
Original Mortgagor : Tyrone Armstrong
Original Mortgagee : BNC Mortgage, Inc.
Loan Number : 8254

Dear Sir or Madam:

Please be advised that our client, Ocwen Loan Servicing LLC is the agent and attorney in Mortgage/deed of trust under the above referenced title insurance policy and successor insured. This letter shall serve as notification of a claim under said policy, of the below enumerated title defects. Please be advised that this claim was found during the course of foreclosure proceedings. Accordingly, please take any steps necessary to resolve this matter expeditiously.

Issues: Outstanding Lien

1) A Deed of trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:
Amount: \$224,000.00
Dated: December 23, 2004
Trustor: Tyrone K Armstrong, a single man
Trustee: Southwest title
Beneficiary: New Century Mortgage Corporation
Recorded: December 29, 2004 in (Instrument) 20041229-0002078 of official records

In order to facilitate your assessment of this claim, we are enclosing copies of the documentation relating to the title policy and the defect, as applicable.

Please acknowledge receipt of this letter and address all non-litigation related correspondence in this regard to the undersigned at the above address referencing the loan number. Thank you in advance for your prompt attention to this matter.

Regards,
Vijay Kumar K

Attachments: Title Policy, Title Commitment, HUD-1 & supporting documents.

Thinking Ahead. Delivering Today.™

12001 Science Drive, Suite 110, Orlando, FL 32826

USBNA00252

ARM198

2930

R 000158

Ocwen Title Issue Form
Revised

Ocwen Loan Number: [REDACTED] 8254
Borrower Name: **Tyrone K Armstrong**
Ocwen Coordinator: **S, balaji**

Foreclosure Firm: Western Progressive
Form Completed By: **Ishwar Hariramani**
Today's Date: 09/08/2015

Please fill out the appropriate portion of the title issue form completely with a detailed explanation of the issue that needs addressed.

The following title issue:

- | | |
|--|--|
| <input type="checkbox"/> Prevents start of foreclosure action | <input type="checkbox"/> Must be addressed immediately in |
| <input checked="" type="checkbox"/> Prevents continuing foreclosure action | <input type="checkbox"/> Bankruptcy |
| <input type="checkbox"/> Will delay foreclosure action without stopping | <input type="checkbox"/> Arose during bankruptcy but does not need directly addressed within bankruptcy action |
| <input type="checkbox"/> Can be cured during foreclosure action | <input type="checkbox"/> Other: If other, please describe in detail: |
-

Title Issue:

- | | |
|---|--|
| <input type="checkbox"/> Assignment Needed | <input type="checkbox"/> Defective or unrecorded vesting deed |
| <input checked="" type="checkbox"/> Prior mortgage/deed of trust/lien found of record | <input type="checkbox"/> Fraud claim asserted |
| <input type="checkbox"/> Subject mortgage/deed of trust not of record | <input type="checkbox"/> Outside interest in property asserted |
| <input type="checkbox"/> Legal description discrepancy | <input type="checkbox"/> Probate issue |
| <input type="checkbox"/> Mobile home issue | <input type="checkbox"/> Other: |

Please describe above marked title issue in detail:

There is a senior lien Item # 6 mentioned in the TSG. Please have these lien eliminated

8. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount:	\$224,000.00
Dated:	December 23, 2004
Trustor:	Tyrone K Armstrong, a Single Man
Trustee:	Southwest Title
Beneficiary:	New Century Mortgage Corporation
Recorded:	December 29, 2004 In (instrument) 20041229-0002078 of Official Records

Possible Options/Solutions including, but not limited to, making a title claim based upon Ocwen's Title Insurance Policy, etc. It may not always be in Ocwen's best interest to file a title claim. For instance, if a prior interest is asserted against the property, but that interest could be extinguished for minimal cost in the foreclosure action, a title claim absorbing 6-9 months of delay would be more costly in interest lost and time than the attorney's fees charged to include the lien in the foreclosure action.

USBNA00253

ARM199

Possible Solution	Estimated Time for Completion	Cost to Ocwen (including costs, attorney's fees, etc.)
1.		

Please note which number of the above is the attorney's recommendation: __1 to 8__

USBNA00254

ARIM200

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EXHIBIT “4”

Bank of America



October 26, 2016

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Bank of America
4500 Amon Carter Blvd
TX2-979-01-19
Fort Worth, TX 76155

Loan #9786998021208001

Property Address: 3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032

TYRONE K ARMSTRONG,

We received a full payoff for this loan.

Our records show that Bank of America has received a full payoff of your promissory note, home equity agreement, or other instrument of indebtedness (referred to as "Note" in this letter) for the loan listed above.

What you should know

- ☒ Enclosed is the original Note marked "paid".
- ☐ Enclosed is a copy of the Note marked "paid". Based on our records, the original Note has been lost or destroyed.
- ☐ We are unable to locate the original Note or a copy. Based on our records, the original Note has been lost or destroyed.
- ☒ Enclosed is the original security instrument marked "paid".
- ☐ Enclosed is a copy of the security instrument marked "paid". Based on our records, the original security instrument has been lost or destroyed.
- ☐ We are unable to locate the original security instrument or a copy. Based on our records, the original security instrument has been lost or destroyed.

We are providing you this letter for your records.

Questions?

We appreciate the opportunity to serve your home loan needs. If you have any questions, please call us at 800.689.4807 Monday through Friday 7 a.m. to 10 p.m. Eastern.

ARM036

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R 000162

Description of Attached Document

Title of Type of Document DEED OF TRUST

Document Date 12/2004

Number of Pages 15

Copy Certification

State of NEVADA

County of CLARK

On this 27 day of AUGUST, in the year 2019, I certify that the
date month year

preceding or attached document, is a true, exact, complete and unaltered photocopy
made by me of DEED OF TRUST presented to me by the

description of document:
document's custodian TYRONE K ARMSTRONG, and that, to the best of my
name of document custodian

knowledge, the photocopied document is neither a public record nor a publicly recorded
document, certified copies of which are available from an official source other than a
notary.

Witness my hand and official seal.


Notary Signature



(seal)

20041229-0002078

Assessor's Parcel Number:
139-09-217-099
Return To: New Century Mortgage
Corporation
18400 Von Karmen, Suite 1000
Irvine, CA 92612

13
Prepared By: New Century Mortgage
Corporation
18400 Von Karmen, Suite 1000
Irvine, CA 92612
Recording Requested By: New Century
Mortgage Corporation
18400 Von Karmen, Suite 1000
Irvine, CA 92612

PAID IN FULL
Fee: \$36.00
R/C Fee: \$25.00
12/29/2004 10:32:25
T20040180085
Requestor:
SOUTHWEST TITLE

23
Frances Deane KGP
Clark County Recorder Pgs: 23

04-12-0012 TR [Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated December 23, 2004 together with all Riders to this document.

(B) "Borrower" is TYRONE K ARMSTRONG, A Single Man

610 069980212 D2 001 003

Borrower is the trustor under this Security Instrument.

(C) "Lender" is New Century Mortgage Corporation

Lender is a Corporation
organized and existing under the laws of California

1000564013

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

Form 3029 1/01

Page 1 of 15 Initials: TIA

VMP Mortgage Solutions (800)521-7291

ARM038

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R 000164

Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is SOUTHWEST TITLE

(E) "Note" means the promissory note signed by Borrower and dated December 23, 2004

The Note states that Borrower owes Lender TWO HUNDRED TWENTY-FOUR THOUSAND AND 00/100 Dollars

(U.S. \$224,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2035

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

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

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

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

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the
County of Clark

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

See Legal Description Attached Hereto and Made a Part Hereof

Parcel ID Number: 139-09-217-099

3713 BRENTCOVE DRIVE

North Las Vegas

("Property Address"):

which currently has the address of

[Street]

[City], Nevada 89032

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

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Page 3 of 15

Initials: TAH

Form 3029 1/01

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pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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

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

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

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, this arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. **Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$2,500.00.

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

Witnesses:

100

Tyrone K. Armstrong (Seal)
TYRONE K. ARMSTRONG Borrower

(Seal)
Borrower

Borrower

_____ (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

-Borrower

(Seal)
Borrower

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Form 3029 1/01

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STATE OF NEVADA
COUNTY OF *Clark*

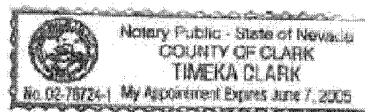
This instrument was acknowledged before me on *Dec. 23, 04*

by

Tyrene K Armstrong

[Signature]

Mail Tax Statements To:
New Century Mortgage Corporation
18400 Von Karman, Suite 1000
Irvine, CA 92612



[Signature]

ADJUSTABLE RATE NOTE

(LIBOR Six Month Index (as Published in *The Wall Street Journal*) - Rate Caps)
2 YEAR RATE LOCK

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT.

29
December 25, 2004
(Date)

North Las Vegas
(City)

Nevada
(State)

3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032

(Property Address)

PAID IN FULL

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 224,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is New Century Mortgage Corporation, a California Corporation. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.500 %. The interest rate I will pay may change. The interest rate required by this Section 2 and Section 4 is the rate I will pay both before and after any default described in Section 7(B) of this Note.

The interest rate I will pay may change on the first day of January, 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date in accordance with Section 4 of this Note.

3. PAYMENTS

(A) Time and Place of Payments

Beginning on the first day of February 1, 2005 and on the first day of every month thereafter until the first day of January, 2037, I will pay only interest on the unpaid principal balance of the Note. Thereafter, I will pay principal and interest by making payments every month until the Maturity Date, as provided below. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note.

My monthly payments will be applied to interest before principal. If on January 1, 2035, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."



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2/28 Six Month LIBOR Note
RE-410 (111803)

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I will make my monthly payments at 18400 Von Karman, Suite 1000 Irvine, CA 92612 or at a different place if required by the Note Holder.

(B) Amount of My Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,213.34 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

(D) Withholding

If I am a non-resident alien, I understand that all payments due hereunder shall be paid without reduction for any taxes, deductions or withholding of any nature. If such tax, deduction or withholding is required by any law to be made from any payment to the Note Holder, I shall continue to pay this Note in accordance with the terms hereof, such that the Note Holder will receive such amount as it would have received had no such tax, deduction or withholding been required.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of January, 2007 and on the same day of every 6th month thereafter. Each day on which my interest rate could change is called an "Interest Rate Change Date."

(B) The Index

Beginning with the first Interest Rate Change Date, my interest rate will be based on an Index plus a margin. The "Index" is the average of interbank offered rates for six-month dollar deposits in the London market ("LIBOR"), as published in *The Wall Street Journal* "Money Rates" Table. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

At each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding Five And Eight Tenth(s) percentage points (5.800%) to the Current Index. The Note Holder will then round this figure to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Interest Rate Change Date.

(i) **Interest-Only Period.** The "Interest-only Period" is the period from the date of this Note through January 1, 2007 . For the Interest-only Period, the Note Holder will calculate the amount of the monthly payment to be one-twelfth (1/12th) of one (1) year's interest 5.500 %. The result of this calculation will be the amount of my monthly payment until the next Interest Rate Change Date.

(H) **Amortization Period.** The "Amortization Period" is the period after the Interest-only Period and continuing until the Maturity Date. During the Amortization Period, after calculating my new interest rate as provided in Section 4(C) above, the Note Holder will then calculate the amount of the monthly payment that would be sufficient to fully repay the remaining unpaid principal in equal monthly payments by the Maturity Date, assuming, for purposes of each calculation, that the interest rate remained unchanged during that period. The result of this calculation will be the new amount of my monthly payment.

(D) Limit on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 8.000 % or less than 6.500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one and one half percentage points (1.5%) from the rate of interest I have been paying for the preceding month. My interest rate will never be greater than 13.500 % nor less than 6.500%.

(E) Effective Date of Changes

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

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment at least 25 days before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note and to pay the interest then accruing at the Note rate as of the date my prepayments are applied. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% or \$5.00, whichever is greater of my overdue monthly payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amount owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor, and further waive all relief under any valuation and appraisal laws. "Presentment" means the right to

require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. GOVERNING LAW - SECURED NOTE

This Note is governed by federal law and the law of the jurisdiction in which the property encumbered by the Security Instrument (as defined below) is located. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note protects the Note Holder from possible losses which might result if I do not keep the promises which I make in the Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:


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

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

CAUTION

IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS NOTE BEFORE YOU SIGN IT.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


TYRONE K ARMSTRONG

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

(Sign Original Only)

NCMC
2/28 Six Month LIBOR Note
RE-410 (111803)

1000564013

Page 5 of 5

ARM057

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R 000183

Pay to the order of, without recourse

New Century Mortgage Corporation

By: _____
Name: Magda Vilaruena
Title: A.V.P. / Shipping Manager

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EXHIBIT “5”

ATTN: America First Federal Credit Union
REF NO.: 31346992
ESCROW NO.: 16-12-0480-SD

DEED AND ENCUMBRANCE REPORT EXTENDED

No guarantee is made regarding (a) matters affecting the beneficiary interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above. If information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

DATED: December 20, 2016
PARCEL NO(S): 139-09-217-099
EFFECTIVE DATE: December 6, 2016

FEE: \$100.00

BORROWER(S): Tyrone K. Armstrong

PROPERTY ADDRESS: 3713 Brentcove Drive, North Las Vegas, NV 89032

COUNTY: Clark

LEGAL DESCRIPTION: See Exhibit "B" attached hereto and made a part hereof.

LAST VESTING DEED: GRANT DEED, recorded December 23, 1998 in Book No. 981223 as Document No. 0001630

GRANTOR: ANDREW M. CUOMO, SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C.

VESTING SHOWN AS: Tyrone K. Armstrong, a single man

SUBJECT TO: See Exhibit "A" attached hereto and made a part hereof

Escrow No.: 16-12-0480-SD

EXHIBIT "A"

1. State and County Taxes for the fiscal period of 2016 to 2017, a lien now due and payable in the total amount of \$1,140.58, and payable in the following installments and becomes delinquent 10 days after the due date set forth below.

First installment of \$286.51 has been paid

Second installment of \$284.69 has been paid

Third installment of \$284.69 unpaid and due the first Monday in January

Fourth installment of \$284.69 unpaid and due the first Monday in March

Parcel No. 139-09-217-099

2. Deed of Trust to secure an indebtedness of \$224,000.00 and any other amounts payable under the terms thereof:

Recorded: December 29, 2004 in Book 20041229 Document No. 0002078 of Official Records.

Dated: December 23, 2004

Trustor: TYRONE K. ARMSTRONG, A SINGLE MAN

Trustee: SOUTHWEST TITLE

Beneficiary: NEW CENTURY MORTGAGE CORPORATION

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

3. Deed of Trust to secure an indebtedness of \$237,000.00 and any other amounts payable under the terms thereof:

Recorded: January 25, 2007 in Book 20070125 Document No. 0003978 of Official Records.

Dated: January 18, 2007

Trustor: TYRONE K. ARMSTRONG, A SINGLE MAN

Trustee: T.D. SERVICE COMPANY

Beneficiary: BNC MORTGAGE, INC., A DELAWARE CORPORATION

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

A substitution of trustee under said deed of trust which appoints WESTERN PROGRESSIVE-NEVADA, INC. as the substituted trustee which instrument recorded January 21, 2014 in Book 20140121 of Official Records as Document No. 0000722.

The beneficial interest under said Deed of Trust now stands of record in U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3. The last Assignment recorded April 6, 2015 in Book 20150406 as Document No. 0000759 of Official Records.

Notice of Default and Election to Sell by WESTERN PROGRESSIVE-NEVADA, INC. as Trustee, under the terms of the above Deed of Trust, recorded June 12, 2015 in Book 20150612 as Document No. 0001252 of Official Records.

Terms, covenants, conditions and provisions in an instrument entitled, "CERTIFICATE STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM", recorded September 14, 2015, in Book 20150914 as Document No. 0000173, of Official Records.

The effect of a Notice of Trustee Sale Recorded November 24, 2015 in Book 20151124 as Document No. 0001981, which provides that the scheduled foreclosure sale will be conducted on December 30, 2015 at the front entrance of the Nevada Legal News 930 S. 4th St., Las Vegas Nevada 89101 at 10:00 AM.

Escrow No. 16-12-0480-SD

EXHIBIT "B"

LOT ONE (1) IN BLOCK FOUR (4) OF CHEYENNE RIDGE UNIT 2A, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 54 OF PLATS, PAGE 67, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JANUARY 8, 1993, AS DOCUMENT NO. 00777 IN BOOK 930108 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

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EXHIBIT “6”

Inst #: 20170119-0001205

Fees: \$21.00

N/C Fee: \$0.00

01/19/2017 10:26:53 AM

Receipt #: 2985352

Requestor:

RECONTRUST COMPANY NA

Recorded By: CDE Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Tax ID: 139-09-217-009

THE UNDERSIGNED HEREBY AFFIRMS THAT THIS DOCUMENT CONTAINS NO INDIVIDUAL'S FEDERAL SOCIAL SECURITY NUMBER
Trisha Baca, Assistant Vice President



UID:652744e6-7f84-435f-b2f5-84b0cd0a8a1f
DOCID_2006998021220100

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, TYRONE K ARMSTRONG is the trustor, NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS ATTORNEY-IN-FACT is the current beneficiary ("Beneficiary") and SOUTHWEST TITLE was the original trustee under that certain Deed of Trust dated 12/23/2004 and recorded 12/29/2004, as instrument or Document No 20041229-0002078, in Book N/A, Page N/A, of Official Records of the County of CLARK, State of Nevada.


NOW THEREFORE, the undersigned Beneficiary hereby substitutes a new trustee, ReconTrust Company, N.A. ("Trustee"), under the Deed of Trust, and Trustee does hereby reconvey, without warranty, to the person or persons legally entitled thereto, the estate now held by Trustee under the Deed of Trust.

Dated: 01/09/2017

Beneficiary:
NEW CENTURY MORTGAGE CORPORATION, BY
COUNTRYWIDE HOME LOANS, INC., ITS
ATTORNEY-IN-FACT

By: 
Jesse Lester
Assistant Vice President

Trustee:
ReconTrust Company, N.A.

By: 
Trisha Baca
Assistant Vice President

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Document Prepared By And
When Recorded Return To:
ReconTrust Company, N.A./Lien Release
TX2-979-01-19 REL
P.O. BOX 619040
Dallas, TX 75281-9043
(800) 540-2684

ARM059

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This Substitution of Trustee and Full Reconveyance is made without recourse to or against the New Century Liquidating Trust and New Century Mortgage Corporation, and without representation of warranty, express or implied, by the New Century Liquidating Trust and New Century Mortgage Corporation.

Notarial Acknowledgment

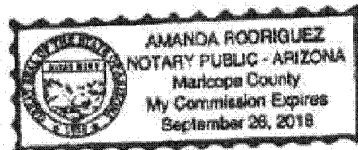
DOCID:200698021220109

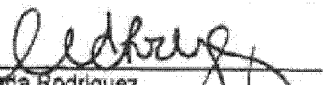
Attached to Substitution of Trustee and Full Reconveyance dated: 01/09/2017
2 pages including this page

STATE OF ARIZONA,
COUNTY OF MARICOPA.

On 01/09/17, before me, Amanda Rodriguez, Notary Public, personally appeared Jesse Lester, Assistant Vice President of NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS ATTORNEY-IN-FACT and Trisha Baca, Assistant Vice President of ReconTrust Company, N.A., whose identities were proven to me on the basis of satisfactory evidence to be the persons they claim to be and whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last written.




Amanda Rodriguez
Notary Public for said State and County

TYRONE K ARMSTRONG
3713 BRENTCOVE DR APT A
North Las Vegas, NV 89032

Document Prepared By And
When Recorded Return To:
ReconTrust Company, N.A./Lien Release
TX2-979-01-19 REL
P.O. BOX 619040
Dallas, TX 75261-9943
(800) 540-2684

ARM060



1 **AACC**
MARK J. CONNOT (10010)
2 KEVIN M. SUTEHALL (9437)
FOX ROTHSCHILD LLP
3 1980 Festival Plaza Dr., Suite 700
Las Vegas, NV 89135
4 Telephone: (702) 262-6899
Facsimile: (702) 597-5503
5 mconnot@foxrothschild.com
ksutehall@foxrothschild.com
6 *Attorneys for Defendant U.S. Bank National*
Association, as Trustee for Structured Asset Securities
7 *Corporation Mortgage Pass-Through Certificates,*
Series 2007-BC3

8
9 **DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 TYRONE KEITH ARMSTRONG,
12
Plaintiff,

13 vs.

14 U.S. BANK NATIONAL ASSOCIATION, as
Trustee for Structured Asset Securities
15 Corporation Mortgage Pass-Through
Certificates, Series 2007-BC3; OCWEN
16 LOAN SERVICING, LCC; PHH
MORTGAGE CORPORATION; WESTERN
17 PROGRESSIVE-NEVADA, INC.; BNC
MORTGAGE, INC., DOES 1 through 20;
18 ROE BUSINESS ENTITIES 1 through 20,

19 Defendants.

20 U.S. BANK NATIONAL ASSOCIATION, as
Trustee for Structured Asset Securities
21 Corporation Mortgage Pass-Through
22 Certificates, Series 2007-BC3,

23 Counterclaimant,

24 vs.

25 TYRONE KEITH ARMSTRONG,
26
Counterdefendant.

Case No.: A-19-796941-C
Dept.: 18

DEFENDANT U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-
BC3'S ANSWER TO PLAINTIFF'S FIRST
AMENDED COMPLAINT AND
COUNTERCLAIM

27 Defendant/Counterclaimant U.S. Bank National Association, as Trustee for Structured
28 Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank

Trust”), by and through its attorneys of record, the law firm of Fox Rothschild LLP, answers the allegations set forth in Plaintiff Tyrone Keith Armstrong’s First Amended Complaint (the “Complaint”) and counterclaims as follows:

ANSWER TO FIRST AMENDED COMPLAINT

I. PARTIES

1. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in paragraph 1 of the Complaint and therefore denies the same.

2. U.S. Bank Trust admits that it, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3, is a business entity doing business by agency in Clark County, Nevada. To the extent it is a factual allegation, U.S. Bank Trust denies that it is of “unknown form.”

3. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in paragraph 3 of the Complaint and therefore denies the same.

4. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in paragraph 3 of the Complaint and therefore denies the same.

5. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in paragraph 3 of the Complaint and therefore denies the same.

6. Paragraph 6 of the Complaint does not appear to contain any factual allegations. To the extent paragraph 6 contains factual allegations, U.S. Bank Trust lacks sufficient information to admit or deny such allegations and therefore denies the same.

7. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in paragraph 7 of the Complaint and therefore denies the same.

8. Paragraph 8 of the Complaint consists in whole or in part of legal conclusions that do not require a response. However, to the extent this paragraph contains allegation of facts that require a response, U.S. Bank Trust denies each and every allegation therein.

II. JURISDICTION

9. Paragraph 9 of the Complaint consists in whole or in part of legal conclusions that do not require a response. However, to the extent this paragraph contains allegation of facts that

1 require a response, U.S. Bank Trust denies each and every allegation therein.

2 10. Paragraph 10 of the Complaint includes a legal conclusion, including conclusions
3 concerning the nature of certain proceedings, that does not require a response. As to the factual
4 allegations contained in paragraph 10 of the Complaint, U.S. Bank Trust lacks sufficient
5 information to admit or deny such allegations and therefore denies the same.

6 **III. INTRODUCTION**

7 11. U.S. Bank Trust denies the allegations in paragraph 11 of the Complaint.

8 **IV. GENERAL ALLEGATIONS**

9 12. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
10 paragraph 12 of the Complaint and therefore denies the same.

11 13. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
12 paragraph 13 of the Complaint and therefore denies the same.

13 14. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
14 paragraph 14 of the Complaint and therefore denies the same.

15 15. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
16 paragraph 15 of the Complaint and therefore denies the same.

17 16. U.S. Bank Trust admits all allegations in paragraph 16 of the Complaint except for
18 the words “amidst the real estate crisis of 2007.”

19 17. Answering paragraph 17 of the Complaint, U.S. Bank Trust admits that a deed of
20 trust in the amount of \$237,000 was recorded by, or on behalf of, BNC on the Property, but denies
21 that the deed of trust was a “(second) lien.” U.S. Bank Trust further admits that Bank of America
22 did not immediately reconvey its deed of trust for reasons unknown to U.S. Bank Trust, but
23 affirmatively represents that Bank of America later reconveyed the deed of trust, and further
24 asserts that BNC discharged and paid in full Plaintiff’s loan from Bank of America on or about
25 January 25, 2007 as detailed in documents that Bank of America produced pursuant to a subpoena
26 duces tecum in this action. Accordingly, U.S. Bank Trust denies Plaintiff’s allegation that “a total
27 indebtedness of \$461,000 [was] secured by the Property”. U.S. Bank Trust lacks sufficient
28 information to admit or deny the remaining allegations in paragraph 17 of the Complaint and

1 therefore denies the same.

2 18. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
3 paragraph 18 of the Complaint and therefore denies the same.

4 19. Concerning paragraph 19 of the Complaint, U.S. Bank Trust admits that it, as for
5 Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3, is
6 the successor to the BNC note/deed. U.S. Bank Trust lacks sufficient information to admit or
7 deny the remaining allegations in paragraph 19 of the Complaint and therefore denies the same.

8 20. U.S. Bank Trust denies that the allegation in paragraph 20 of the Complaint that
9 neither Plaintiff nor Bank of America received the benefit from the BNC note/deed. U.S. Bank
10 Trust admits that, for reason unknown to U.S. Bank Trust, Bank of America did not
11 contemporaneously record a reconveyance of its deed of trust after it was paid in full on or about
12 January 25, 2007. U.S. Bank Trust further denies that Bank of America's apparent failure to
13 timely reconvey its deed of trust demonstrates that Bank of America or Plaintiff did not receive the
14 benefit of the 2007 BNC Loan. Indeed, Bank of America represented that "from my review of the
15 loan in question, it was paid full by the client on January 25, 2007. Countrywide issued a release
16 of lien that was sent to the county recorder in January 2007, but it's possible the document was
17 rejected by the county." NVAGO000066.

18 21. Concerning paragraph 21 of the Complaint, U.S. Bank Trust lacks sufficient
19 information to admit or deny what Plaintiff "categorically denies." U.S. Bank denies Plaintiff's
20 denial that he applied for the loan with BNC, and U.S. Bank denies Plaintiff's challenge to the
21 authenticity of said note/deed of trust.

22 22. Concerning paragraph 22 of the Complaint, U.S. Bank Trust lacks sufficient
23 information to admit or deny what BNC possesses or does not possess and/or what BNC has or
24 has not failed to demonstrate. U.S. Bank Trust asserts, however, that documents produced in this
25 matter conclusively prove that BNC loaned funds to Plaintiff which were used in part to fully
26 discharge Plaintiff's prior loan with Bank of America, and therefore Plaintiff's allegation about
27 "performance of consideration" is denied. U.S. Bank Trust further denies Plaintiff's assertion that
28 no agreement was formed between BNC and Plaintiff.

1 23. U.S. Bank Trust admits that it possesses no negotiated checks and/or wire transfers
2 “to sustain the existence of a residential mortgage agreement between BNC and Plaintiff,” but
3 affirmatively represents that voluminous and uncontroverted evidence produced in this matter
4 documents conclusively that BNC loaned funds to Plaintiff which were used in part to fully
5 discharge Plaintiff’s prior loan with Bank of America. U.S. Bank Trust lacks sufficient
6 information to admit or deny the remaining allegations in paragraph 23 of the Complaint and
7 therefore denies the same.

8 24. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
9 paragraph 24 of the Complaint and therefore denies the same.

10 25. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
11 paragraph 25 of the Complaint and therefore denies the same.

12 26. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
13 paragraph 26 of the Complaint and therefore denies the same.

14 27. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
15 paragraph 27 of the Complaint and therefore denies the same.

16 28. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
17 paragraph 28 of the Complaint and therefore denies the same.

18 29. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
19 paragraph 29 of the Complaint and therefore denies the same.

20 30. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
21 paragraph 30 of the Complaint and therefore denies the same.

22 31. U.S. Bank Trust lacks sufficient information to admit or deny the allegation in
23 paragraph 31 of the Complaint that Plaintiff never tendered a payment to BNC and therefore
24 denies the same. U.S. Bank Trust denies Plaintiff’s allegations that the 2007 BNC loan was not
25 supported by legal consideration. U.S. Bank Trust denies the 2007 BNC loan was rendered void
26 ab initio, and U.S. Bank Trust denies that Plaintiff was excused from any alleged obligation to
27 tender payment to BNC or its purported successors.

28 32. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in

1 paragraph 32 of the Complaint and therefore denies the same.

2 33. U.S. Bank Trust denies the allegations in paragraph 33 of the Complaint, and U.S.
3 Bank Trust notes that the Nevada Attorney General's office told Plaintiff that his loan did not
4 qualify for any relief pursuant to the consent judgment referenced in paragraph 33 of the
5 Complaint for numerous reasons. NVAGO000068.

6 34. Answering paragraph 34 of the Complaint, U.S. Bank Trust lacks sufficient
7 information to admit or deny the allegations in paragraph 34 of the Complaint and therefore denies
8 the same.

9 35. U.S. Bank Trust admits that a Notice of Default and Election to Sell was recorded
10 in or about May 2010, and further asserts that the notice speaks for itself. U.S. Bank Trust denies
11 that Plaintiff's use of the Property was interfered with as a result of the recording of the notice.

12 36. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
13 paragraph 36 of the Complaint and therefore denies the same.

14 37. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
15 paragraph 37 of the Complaint and therefore denies the same.

16 38. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
17 paragraph 38 of the Complaint and therefore denies the same.

18 39. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
19 paragraph 39 of the Complaint and therefore denies the same.

20 40. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
21 paragraph 40 of the Complaint and therefore denies the same.

22 41. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
23 paragraph 41 of the Complaint about when exactly Western recorded the particular notice and
24 therefore denies the same. U.S. Bank Trust denies the remaining allegation in paragraph 41 of the
25 Complaint.

26 42. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
27 paragraph 42 of the Complaint and therefore denies the same.

28 43. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in

1 paragraph 43 of the Complaint and therefore denies the same.

2 44. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
3 paragraph 44 of the Complaint and therefore denies the same.

4 45. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
5 paragraph 45 of the Complaint and therefore denies the same.

6 46. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
7 paragraph 46 of the Complaint and therefore denies the same.

8 47. U.S. Bank Trust denies the allegations in paragraph 47 of the Complaint.

9 48. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
10 paragraph 48 of the Complaint and therefore denies the same.

11 49. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
12 paragraph 49 of the Complaint about when exactly Western recorded the particular notice and
13 therefore denies the same. U.S. Bank Trust denies the remaining allegations in paragraph 49 of
14 the Complaint.

15 50. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
16 paragraph 50 of the Complaint and therefore denies the same.

17 51. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
18 paragraph 51 of the Complaint and therefore denies the same.

19 52. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
20 paragraph 52 of the Complaint and therefore denies the same.

21 53. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
22 paragraph 53 of the Complaint and therefore denies the same.

23 54. U.S. Bank Trust lacks sufficient information to admit or deny the allegations in
24 paragraph 54 of the Complaint about when exactly Western recorded the particular notice and
25 therefore denies the same. U.S. Bank Trust further asserts that the second sentence of paragraph
26 54 of the Complaint consists in whole or in part of legal conclusions that do not require a
27 response. U.S. Bank Trust denies the remaining allegations in paragraph 54 of the Complaint.

28 55. U.S. Bank Trust denies that Plaintiff filed his original complaint in this matter on

1 June 19, 2019. U.S. Bank Trust lacks sufficient information to admit or deny the remaining
2 allegations in paragraph 55 of the Complaint and therefore denies the same.

3 56. U.S. Bank Trust denies the allegations in paragraph 56 of the Complaint.

4 57. U.S. Bank Trust denies the allegations in paragraph 57 of the Complaint.

5 58. U.S. Bank Trust denies the allegations in paragraph 58 of the Complaint.

6 **V. CLAIMS FOR RELIEF**

7 **FIRST CLAIM FOR RELIEF**
8 **(WRONGFUL FORECLOSURE)**

9 59. Paragraph 59 of the Complaint makes no factual allegations and therefore does not
10 require a response.

11 60. U.S. Bank Trust denies the allegations in paragraph 60 of the Complaint.

12 61. U.S. Bank Trust denies the allegations in paragraph 61 of the Complaint.

13 62. U.S. Bank Trust denies the allegations in paragraph 62 of the Complaint.

14 63. U.S. Bank Trust denies the allegations in paragraph 63 of the Complaint.

15 64. U.S. Bank Trust denies the allegations in paragraph 64 of the Complaint.

16 65. U.S. Bank Trust denies the allegations in paragraph 65 of the Complaint.

17 66. U.S. Bank Trust denies the allegations in paragraph 66 of the Complaint.

18 **SECOND CLAIM FOR RELIEF**
19 **(QUIET TITLE)**

20 67. Paragraph 67 of the Complaint makes no factual allegations and therefore does not
21 require a response.

22 68. Paragraph 68 of the Complaint consists in whole or in part of legal conclusions that
23 do not require a response. However, to the extent this paragraph 68 contains allegations of fact
24 that require a response, U.S. Bank Trust denies each and every allegation therein.

25 69. U.S. Bank Trust denies the allegations in paragraph 69 of the Complaint.

26 **THIRD CLAIM FOR RELIEF**
27 **(DECLARATORY RELIEF)**

28 70. Paragraph 70 of the Complaint makes no factual allegations and therefore does not

1 require a response.

2 71. Paragraph 71 of the Complaint consists in whole or in part of legal conclusions that
3 do not require a response. However, to the extent this paragraph 71 contains allegations of fact
4 that require a response, U.S. Bank Trust denies each and every allegation therein.

5 72. Paragraph 72 of the Complaint consists in whole or in part of legal conclusions that
6 do not require a response. However, to the extent this paragraph 72 contains allegations of fact
7 that require a response, U.S. Bank Trust denies each and every allegation therein.

8 73. U.S. Bank Trust denies the allegations in paragraph 73 of the Complaint.

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10 **FOURTH CLAIM FOR RELIEF**
(SLANDER OF TITLE)

11 74. Paragraph 74 of the Complaint makes no factual allegations and therefore does not
12 require a response.

13 75. Paragraph 75 of the Complaint consists in whole or in part of legal conclusions that
14 do not require a response. However, to the extent this paragraph 75 contains allegations of fact
15 that require a response, U.S. Bank Trust denies each and every allegation therein.

16 76. U.S. Bank Trust denies the allegations in paragraph 76 of the Complaint.

17 77. U.S. Bank Trust denies the allegations in paragraph 77 of the Complaint.

18 78. U.S. Bank Trust denies the allegations in paragraph 78 of the Complaint.

19 79. U.S. Bank Trust denies the allegations in paragraph 79 of the Complaint.

20 80. U.S. Bank Trust denies the allegations in paragraph 80 of the Complaint.

21 81. U.S. Bank Trust denies the allegations in paragraph 81 of the Complaint.

22 82. U.S. Bank Trust denies the allegations in paragraph 82 of the Complaint.

23 **AFFIRMATIVE DEFENSES**

24 **FIRST AFFIRMATION DEFENSE**

25 Plaintiff's Complaint fails to state a claim upon which relief may be granted.

26 **SECOND AFFIRMATIVE DEFENSE**

27 All injuries and damages, if any, resulting from the acts described in the Complaint were
28 caused by the acts or omissions of Plaintiff or third parties other than U.S. Bank Trust, over whom

1 or which U.S. Bank Trust had no authority or control.

2 **THIRD AFFIRMATIVE DEFENSE**

3 U.S. Bank Trust did not breach any duties allegedly owed to Plaintiff.

4 **FOURTH AFFIRMATIVE DEFENSE**

5 Plaintiff's claims are barred because U.S. Bank Trust complied with applicable statutes
6 and with the requirements and regulations of the State of Nevada.

7 **FIFTH AFFIRMATIVE DEFENSE**

8 Plaintiff's causes of action are barred in whole or in part by the doctrines of waiver,
9 estoppel, laches, acquiescence, election of remedies, accord and satisfaction, unclean hands, unjust
10 enrichment and/or ratification, as well as other applicable equitable doctrines.

11 **SIXTH AFFIRMATIVE DEFENSE**

12 Plaintiff's claims are barred by the applicable statutes of limitations.

13 **SEVENTH AFFIRMATIVE DEFENSE**

14 U.S. Bank Trust did not cause any damages to Plaintiff, if Plaintiff indeed suffered any
15 damages.

16 **EIGHTH AFFIRMATIVE DEFENSE**

17 At all relevant times, U.S. Bank Trust acted in good faith.

18 **NINTH AFFIRMATIVE DEFENSE**

19 No foreclosure sale has occurred with respect to Plaintiff's "Property," and therefore
20 Plaintiff's claim for wrongful foreclosure fails as a matter of fact and law.

21 **TENTH AFFIRMATIVE DEFENSE**

22 Plaintiff was in default of his contractual obligations on the BNC-originated loan, to which
23 U.S. Bank, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through
24 Certificates, Series 2007-BC3, is the successor-in-interest, and therefore U.S. Bank Trust was
25 entitled to initiate trust deed foreclosure proceedings as to the "Property."

26 **ELEVENTH AFFIRMATIVE DEFENSE**

27 Plaintiff has sustained no legally cognizable damages.
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TWELFTH AFFIRMATIVE DEFENSE

Plaintiff is not entitled to relief from or against U.S. Bank Trust because Plaintiff has not sustained any loss, injury, or damage that resulted from any act, omission, or breach by U.S. Bank.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiff materially breached the agreements between U.S. Bank Trust and him.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiff has failed to join one or more indispensable parties to this matter.

FIFTEENTH AFFIRMATIVE DEFENSE

U.S. Bank Trust made no misrepresentation or omission of material fact to Plaintiff.

SIXTEENTH AFFIRMATIVE DEFENSE

U.S. Bank Trust had the authority to initiate foreclosure proceedings and/or exercise the power of sale because Plaintiff failed to perform his duties pursuant to the 2007 BNC note, and therefore Plaintiff's wrongful foreclosure claim fails.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiff failed to perform pursuant to the 2007 BNC note, and therefore it would be inequitable to extinguish the deed of trust which secures that instrument.

EIGHTEENTH AFFIRMATIVE DEFENSE

U.S. Bank Trust has not spoken words that were false or malicious, and accordingly Plaintiff's slander of title claim fails.

NINETEENTH AFFIRMATIVE DEFENSE

U.S. Bank Trust did not make a statement that was false or that was made with reckless disregard of its truth or falsity.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiff has not sustained any special damages as a result of any words that have been spoken by U.S. Bank Trust.

TWENTY-FIRST AFFIRMATIVE DEFENSE

U.S. Bank Trust has made no false representations to or concerning Plaintiff.

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TWENTY-SECOND AFFIRMATIVE DEFENSE

Even if U.S. Bank Trust made a false representation to or concerning Plaintiff, which is denied, U.S. Bank Trust lacked knowledge or belief that such representation was false or that it had an insufficient basis or information for making the representation.

TWENTY-THIRD AFFIRMATIVE DEFENSE

U.S. Bank Trust did not intend to induce Plaintiff to act or refrain from acting based on any misrepresentation, and indeed Plaintiff did not act or refrain from acting based on any such misrepresentation.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiff has not suffered any damages as a result of any representation or misrepresentation made by U.S. Bank Trust.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

U.S. Bank Trust is equitably subrogated to the first lien position of Bank of America by virtue of its predecessor-in-interest's 2007 payoff of the 2004 Bank of America loan secured by its deed of trust.

COUNTERCLAIM

Defendant/Counterclaimant U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank Trust"), states and alleges against Plaintiff/Counterdefendant Tyrone Keith Armstrong ("Plaintiff"), as follows:

1. U.S. Bank Trust is a national banking association that is authorized by agency to conduct business in Nevada.
2. Upon information and belief, Plaintiff is a resident and citizen of Clark County, Nevada.
3. Venue is appropriate before this Court because it concerns title to real property located in Clark County, Nevada, because Plaintiff is a resident of Clark County, Nevada, and because Plaintiff's Complaint is pending before this Court.
4. Plaintiff is the owner of that certain residential parcel of real estate, with

1 improvements constructed thereon, located at 3713 Brentcove Drive, North Las Vegas, Nevada
2 89032, which bears Clark County Assessor's Parcel Number ("APN") 139-09-217-099 (the
3 "Property").

4 5. Plaintiff has owned the Property since 1998.

5 6. On or about December 23, 2004, and in connection with a refinance of his then-
6 outstanding home loan, Plaintiff received a new home loan from New Century Mortgage
7 Corporation in the initial principal amount of \$224,000 (the "2004 Loan").

8 7. The 2004 Loan was evidenced by a certain note and secured by a certain deed of
9 trust on the Property, both of which were executed and delivered by Plaintiff in favor of New
10 Century Mortgage Corporation on or about December 23, 2004.

11 8. New Century Mortgage Corporation was succeeded in interest to the 2004 Loan by
12 Countrywide Financial Corporation, which was subsequently succeeded in interest to the 2004
13 Loan by Bank of America (all three entities, collectively, "Bank of America").

14 9. On or about January 18, 2007, and in connection with a refinance of his then-
15 outstanding 2004 Loan, Plaintiff received a new home loan from BNC Mortgage, Inc. in the initial
16 principal amount of \$237,000 (the "2007 Loan").

17 10. The 2007 Loan was evidenced by a certain note (the "2007 Note") and secured by a
18 certain deed of trust (the "2007 Deed of Trust") on the Property, both of which were executed and
19 delivered by Plaintiff in favor of BNC Mortgage, Inc. on or about January 18, 2007.

20 11. The proceeds of the 2007 Loan were used in large part to pay off and satisfy, in
21 full, the balance then due on the 2004 Loan in the amount of \$225,101.27, more or less, and to
22 provide a payment to Plaintiff in the amount of \$5,432.81.

23 12. U.S. Bank Trust is the assignee beneficiary of the 2007 Loan, and to this extent is a
24 successor-in-interest to BNC Mortgage, Inc. concerning the 2007 Loan.

25 13. In addition to the proceeds of the 2007 Loan having been used to pay off and
26 satisfy, in full, the balance then due on the 2004 Loan, as well as to provide a payment directly to
27 Plaintiff, U.S. Bank Trust and/or its predecessors-in-interest have advanced and paid, since 2007,
28 real estate taxes and insurance premiums on the Property, among perhaps other payments, without

1 reimbursement from Plaintiff, which additional advances and payments are currently are in excess
2 of \$27,000.

3 14. The payments made by U.S. Bank Trust and/or its predecessors-in-interest, as
4 referred to in the foregoing paragraphs, have been made on behalf of, and have benefitted,
5 Plaintiff, all in connection with, and as the result of, the 2007 Loan.

6 15. The 2007 Loan remains outstanding.

7 16. Plaintiff has made no payments on account of the 2007 Loan and has otherwise not
8 reimbursed U.S. Bank Trust for those sums paid on behalf of, and to, Plaintiff, all of which have
9 benefitted Plaintiff.

10 17. Plaintiff has denied that he executed both the 2007 Note and the 2007 Deed of
11 Trust, and has otherwise taken the position in this litigation that the 2007 Loan is unenforceable,
12 whether for lack of consideration or otherwise.

13 **FIRST CAUSE OF ACTION**
14 **(Unjust Enrichment)**

15 18. Based upon the circumstances set forth and referred to above, Plaintiff has
16 remained in possession and use of the Property since January 2007, with the benefit of the payoff
17 of the 2004 Loan, with the benefit of a direct payment to him, and with the benefit of the payments
18 made on his behalf for real estate taxes and insurance premiums on the Property, without Plaintiff
19 having made any payments on account of the 2007 Loan or otherwise reimbursed U.S. Bank
20 Trust, all of which has unjustly enriched Plaintiff to the detriment of U.S. Bank Trust.

21 19. Based upon the circumstances set forth and referred to above, Plaintiff's acceptance
22 and retention of such benefits has been inequitable, without Plaintiff's payment of the value
23 thereof.

24 20. In the event that the 2007 Note and the 2007 Deed of Trust are rendered void by
25 this Court, then U.S. Bank Trust will suffer damages in the amount of those payments made and
26 advanced on behalf of, and to, Plaintiff, all for Plaintiff's benefit, entitling U.S. Bank Trust to
27 reimbursement from Plaintiff in an amount in excess of \$250,000.00, plus interest.

6. For attorneys' fees and costs; and

7. For such other relief as this Court deems just and proper.

DATED this 12th day of March, 2021.

FOX ROTHSCCHILD LLP

/s/ Kevin M. Sutehall
MARK J. CONNOT (10010)
KEVIN M. SUTEHALL (9437)
1980 Festival Plaza Dr., Suite 700
Las Vegas, NV 89135
*Attorneys for Defendant U.S. Bank National
Association, as Trustee for Structured Asset
Securities Corporation Mortgage Pass-Through
Certificates, Series 2007-BC3*

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fox Rothschild LLP, and that on the 12th day of March, 2021, I served a copy of the foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S ANSWER TO PLAINTIFF'S FIRST AMENDED COMPLAINT AND COUNTERCLAIM** through the Court's electronic service system to the parties listed below:

Tyrone Keith Armstrong
3713 Brentcove Drive
North Las Vegas, NV 89032
performanceoneautomotive@gmail.com
Plaintiff Pro Se

Jeffrey S. Allison, Esq.
Houser LLP
6671 S. Las Vegas Blvd.
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*Attorneys for Defendants PHH Mortgage Corporation;
PHH Mortgage Corporation, successor to Ocwen Loan Servicing, LLC,
erroneously named; and Western Progressive-Nevada, Inc.*

/s/ Doreen Loffredo
An employee of Fox Rothschild LLP



1 **ANS**
2 **Jeffrey S. Allison (NV Bar No. 8949)**
3 **HOUSER LLP**
4 **9970 Research Drive**
5 **Irvine, California 92675**
6 **6671 S. Las Vegas Blvd.**
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9 **Tel: (949) 679-1111**
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11 **jallison@houser-law.com**

12 **Attorneys for Defendants PHH MORTGAGE CORPORATION; PHH MORTGAGE**
13 **CORPORATION, successor to OCWEN LOAN SERVICING, LLC, erroneously named; and**
14 **WESTERN PROGRESSIVE-NEVADA, INC.**

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 TYRONE KEITH ARMSTRONG,) Case No. A-19-796941-C
18)
19 Plaintiff,) Dept. 18
20)
21 vs.) Hon. Mary Kay Holthus
22)
23 U.S. BANK NATIONAL ASSOCIATION, as)
24 Trustee for Structured Asset Securities) ANSWER TO FIRST AMENDED
25 Corporation Mortgage Pass-Through) COMPLAINT
26 Certificates, Series 2007-BC3; OCWEN)
27 LOAN SERVICING, LLC; PHH)
28 MORTGAGE CORPORATION; WESTERN)
PROGRESSIVE-NEVADA, INC.; DOES 1)
through 20; ROE BUSINESS ENTITIES 1)
through 20,)
Defendants.)

29 **Defendants PHH MORTGAGE CORPORATION; PHH MORTGAGE**
30 **CORPORATION, successor to OCWEN LOAN SERVICING, LLC, erroneously named,**
31 **collectively "Defendants," through counsel of record, answer the First Amended Complaint**
32 **("Complaint") of Plaintiff TYRONE KEITH ARMSTRONG's ("Plaintiff") as follows:**

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I. PARTIES

1. Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 1.

2. Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 2.

3. Defendants admit the allegations in Paragraph 3, except deny as to the phrase "is, and" and "at all relevant times herein" as well as their express or implied effect upon the allegations therein.

4. Defendants admit the allegations in Paragraph 4, except deny as to the phrase "and was" and its express or implied effect upon the allegations therein.

5. Defendants admit the allegations of paragraph 5, except deny as to the phrase "at all relevant times herein" and its express or implied effect upon the allegations therein.

6. Paragraph 6 does not aver facts that require an answer by Defendants. Subject thereto, Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 6.

7. Paragraph 7 does not aver facts that require an answer by Defendants. Subject thereto, Defendants lack sufficient information and belief to admit or deny the allegations of Paragraph 7.

8. Defendants deny the allegations of paragraph 8 as phrased.

II. JURISDICTION

9. Defendants admit the allegations of Paragraph 9, except deny as to the legal description which is incomplete.

10. Defendants lack sufficient information and belief to admit or deny the allegations and legal conclusions of Paragraph 10, and on that basis deny the allegations.

1 20. Defendants admit the Bank of America lien improperly remained of record with
2 the first deed of trust lien for the BNC loan after the alleged date, but denies the remaining
3 allegations of paragraph 20.

4 21. The allegations of paragraph 21 are not averred against Defendants to require an
5 answer. Otherwise, Defendants deny the allegations in Paragraph 21.

6 22. Defendants lack sufficient information and belief to admit or deny the allegations,
7 in Paragraph 22, and on that basis deny the allegations.

8 23. Defendants admit that no negotiated loan origination checks or wire transfers for
9 the loan originated by BNC have been located in their possession, and deny the remaining
10 allegations of paragraph 23.

11 24. The allegations of paragraph 24 are not averred against Defendants to require an
12 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
13 allegations in Paragraph 24.

14 25. The allegations of paragraph 25 are not averred against Defendants to require an
15 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
16 allegations in Paragraph 25.

17 26. The allegations of paragraph 26 are not averred against Defendants to require an
18 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
19 allegations in Paragraph 26.

20 27. The allegations of paragraph 27 are not averred against Defendants to require an
21 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
22 allegations in Paragraph 27.

23 28. The allegations of paragraph 28 are not averred against Defendants to require an
24 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
25 allegations in Paragraph 28.

1 29. The allegations of paragraph 29 are not averred against Defendants to require an
2 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
3 allegations in Paragraph 29.

4 30. Defendants lack sufficient information and belief to admit or deny the allegations,
5 in Paragraph 30, and on that basis deny the allegations.
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7 31. Defendants lack sufficient information and belief to admit or deny the allegation
8 that Plaintiff did not tender payment to BNC, and deny the remaining allegations in paragraph
9 31.

10 32. The allegations of paragraph 32 are not averred against Defendants to require an
11 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
12 allegations in Paragraph 32.
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14 33. Defendants deny the allegations of paragraph 33.

15 34. Defendants lack sufficient information and belief to admit or deny the allegations,
16 in Paragraph 34, and on that basis deny the allegations.

17 35. In answer to Paragraph 35, Defendants deny any interference with Plaintiff's use
18 of the property or acceleration of the BNC loan by the alleged notice of default, which speaks for
19 itself and the parties referenced therein at the time.
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21 36. Defendants lack sufficient information and belief to admit or deny the allegations
22 in Paragraph 36. The alleged instrument speaks for itself.

23 37. In answer to Paragraph 37, Defendants deny any interference with Plaintiff's use
24 of the property. The alleged instrument speaks for itself and the parties referenced therein at the
25 time.

26 38. In answer to the allegations of paragraph 38, Defendants admit a claim submitted
27 on behalf of the former Ocwen entity upon discovery, and Defendants lack sufficient information
28 and belief to admit or deny remaining allegations.

1 39. The allegations of paragraph 39 are not averred against Defendants to require an
2 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
3 allegations in Paragraph 39.
4 40. Defendants deny the allegations of paragraph 40. The alleged document speaks
5 for itself.
6 41. Defendants lack sufficient information and belief to admit or deny the allegations
7 in Paragraph 41 as to the referenced recorded instrument which speaks for itself. Defendants
8 deny the remaining allegations in paragraph 41.
9 42. Defendants lack sufficient information and belief to admit or deny the allegations
10 in Paragraph 42, the referenced document for which may speak for itself.
11 43. Defendants lack sufficient information and belief to admit or deny the allegations
12 in Paragraph 43, and denies as to the timeliness of the referenced documents.
13 44. Defendants lack sufficient information and belief to admit or deny the allegations
14 in Paragraph 44.
15 45. Defendants lack sufficient information and belief to admit or deny the allegations
16 in Paragraph 45. The alleged instrument speaks for itself.
17 46. Defendants lack sufficient information and belief to admit or deny the allegations
18 in Paragraph 46.
19 47. The allegations of paragraph 47 are not averred against Defendants to require an
20 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
21 allegations in Paragraph 47.
22 48. Defendants lack sufficient information and belief to admit or deny the allegations
23 in Paragraph 48. The alleged instrument speaks for itself.
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1 49. Defendants lack sufficient information and belief to admit or deny the allegations
2 in Paragraph 49 as to the referenced recorded instrument which speaks for itself and the parties
3 referenced therein at the time. Defendants deny the remaining allegations in paragraph 49.

4 50. Defendants lack sufficient information and belief to admit or deny the allegations
5 in Paragraph 50.

6 51. Defendants lack sufficient information and belief to admit or deny the allegations
7 in Paragraph 51.

8 52. Paragraph 52 does not aver facts that require an answer by Defendants. Subject
9 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
10 Paragraph 52.

11 53. Paragraph 53 does not aver facts that require an answer by Defendants. Subject
12 thereto, Defendants lack sufficient information and belief to admit or deny the allegations of
13 Paragraph 53.

14 54. Defendants lack sufficient information and belief to admit or deny the allegations
15 in Paragraph 54 as to the referenced recorded instrument which speaks for itself. Defendants
16 deny the remaining allegations in paragraph 54.

17 55. Defendants admit the filing of the Complaint herein by Plaintiff and that there has
18 been no foreclosure. Defendants lack sufficient information and belief to admit or deny the
19 remaining allegations of paragraph 55.

20 56. Defendants deny the allegations of paragraph 56, except admits the a non-judicial
21 foreclosure is not a judicial action.

22 57. Defendants deny the allegations of paragraph 57.

23 58. Defendants deny conduct to be restrained with respect to any deprivation of the
24 Property or otherwise, and lack sufficient information and belief to admit or deny the remaining
25 allegations of paragraph 58.

1 **V. CLAIMS FOR RELIEF**

2 **FIRST CLAIM FOR RELIEF**

3 **(WRONGFUL FORECLOSURE)**

4 59. Defendants incorporate each and every paragraph above as though fully set forth
5 herein.

6 60. Defendants deny the allegations of paragraph 60, including any implied import or
7 timeliness of the alleged documents received from Bank of America.

8 61. Defendants deny the allegations of paragraph 61.

9 62. Defendants deny the allegations of paragraph 62.

10 63. Defendants deny the allegations of paragraph 63.

11 64. Defendants deny the allegations of paragraph 64.

12 65. Defendants deny the allegations of Paragraph 65.

13 66. Defendants deny the allegations of Paragraph 66.

14 **SECOND CLAIM FOR RELIEF**

15 **(QUIET TITLE)**

16 67. Defendants incorporate each and every paragraph above as though fully set forth
17 herein.

18 68. Defendants lack sufficient information and belief to admit or deny the allegations
19 of Paragraph 68, and on that basis denies the allegations.

20 69. Defendants deny the allegation of paragraph 69.

21 **THIRD CLAIM FOR RELIEF**

22 **(DECLARATORY RELIEF)**

23 70. Defendants incorporate each and every paragraph above as though fully set forth
24 herein.

1 71. Defendants lack sufficient information and belief to admit or deny the allegations
2 of paragraph 71, and on that basis denies those allegations.

3 72. Defendants lack sufficient information and belief to admit or deny the allegations
4 of paragraph 72, and on that basis denies those allegations.

5 73. Defendants deny the allegations of paragraph 73.

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7 **FOURTH CLAIM FOR RELIEF**

8 **(SLANDER OF TITLE)**

9 74. Defendants incorporate each and every paragraph above as though fully set forth
10 herein.

11 75. Paragraph 75 contains a legal conclusion and does not aver facts that require an
12 answer by Defendants. Otherwise, Defendants lack sufficient information and belief to admit or
13 deny, and on that basis denies the allegations of Paragraph 75.

14 76. Defendants deny the allegations of paragraph 76.

15 77. Defendants deny the allegations of paragraph 77.

16 78. Defendants deny the allegations of paragraph 78.

17 79. Defendants deny the allegations of paragraph 79.

18 80. Defendants lack sufficient information and belief to admit or deny, and on that
19 basis denies the allegations of Paragraph 80.

20 81. Defendants deny the allegations of paragraph 81.

21 82. Defendants deny the allegations of paragraph 82.

22 **AFFIRMATIVE DEFENSES**

23 **FIRST AFFIRMATIVE DEFENSE**

24 **(Failure to State a Claim)**

25 The Complaint and each cause of action alleged therein fails to state a claim upon which
26 relief can be granted against Defendants. 9

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SECOND AFFIRMATIVE DEFENSE

(Ratification or Waiver)

The Complaint and each cause of action alleged therein may be barred to the extent there was ratification or waiver by Plaintiff.

THIRD AFFIRMATIVE DEFENSE

(Mootness and/or Estoppel)

The Complaint and each cause of action alleged therein may be barred to the extent it is moot and/or subject to estoppel.

FOURTH AFFIRMATIVE DEFENSE

(Improper Party)

The Complaint may be barred to the extent asserted against an improper party, predecessor, successor, principal, agent or assign.

FIFTH AFFIRMATIVE DEFENSE

(Unclean Hands)

Any claim(s) asserted against Defendants in this action may be barred to the extent Plaintiff come to this Court with unclean hands.

SIXTH AFFIRMATIVE DEFENSE

(Intervening Acts or Parties)

The relief sought by the Complaint, if any, may be proximately caused by intervening or superseding acts, omissions, occurrences, events, persons, parties or entities in or about the matters alleged and/or for which Defendants are not responsible.

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SEVENTH AFFIRMATIVE DEFENSE

(Parties and Agency)

Defendants are not responsible or liable for any alleged act, omission, or event by persons, entities, agents, parties other than Defendants, or for persons, entities, parties or agents who exceeded the scope of their authority.

EIGHTH AFFIRMATIVE DEFENSE

(Statutes of Limitation; Statute of Frauds)

The Complaint and each cause of action therein is barred by the applicable statutes of limitation and/or the statute of frauds.

NINTH AFFIRMATIVE DEFENSE

(Laches)

The Complaint may be barred under the doctrine of laches.

TENTH AFFIRMATIVE DEFENSE

(Failure to Join Necessary and Indispensable Party/ies)

The Complaint is barred to the extent Plaintiff fails to join necessary and/or indispensable party/ies in this action.

ELEVENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

The Complaint is barred to the extent Plaintiffs lack standing thereunder.

TWELFTH AFFIRMATIVE DEFENSE

(Privilege or Justification)

To the extent of the acts or omissions alleged in the Complaint against Defendants, and/or relief sought against Defendants, any such was undertaken in good faith and in furtherance of economic interests, subject to applicable privilege or otherwise justified under the circumstances, and not the product of any intentional violation, fraud, negligence, recklessness,

1 malice or ill will to cause any alleged harm, damage or grounds for relief to or by Plaintiff, if any
2 which Defendants deny.

3 **THIRTEENTH AFFIRMATIVE DEFENSE**

4 **(No Successor or Vicarious Liability)**

5 Defendants are not responsible or liable for any act, omission, breach, violation or
6 conduct of predecessors or other parties alleged in the Complaint, and any such allegations as
7 denied by Defendants, should be barred or proportionately reduced with a determination of any
8 involvement, responsibility or liability of Plaintiff or said parties.

9 **FOURTEENTH AFFIRMATIVE DEFENSE**

10 **(Equitable Subrogation)**

11 To the extent applicable, the U.S. Bank defendant and Defendants are equitably
12 subrogated to the lien position of the prior 2004 deed of trust securing a loan subsequently held
13 and/or serviced by Bank of America, which was paid off by virtue of a loan secured by a 2007
14 deed of trust subsequently assigned and transferred to the defendant U.S. Bank and for the
15 benefit of Defendants.

16 **FIFTEENTH AFFIRMATIVE DEFENSE**

17 **(Additional Defenses)**

18 Defendants allege that at this time they have insufficient knowledge or information on
19 which to form a belief as to whether they may have any additional, as yet unstated, affirmative
20 defenses or claims available. Defendants therefore reserve the right to assert additional
21 affirmative defenses or claims in the event that discovery and/or further investigation indicates as
22 appropriate.

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Defendants prays as follows:

- 25 1. That Plaintiff take nothing from Defendants in this action;

- 1 2. For dismissal of Defendants;
2 3. For costs of suit incurred herein, including reasonable attorneys' fees,
3 pursuant to contract or applicable law;
4 4. For such other and further relief as this Court may deem just and proper.
5

6
7 DATED: March 12, 2021

HOUSER LLP

8
9 /s/ Jeffrey S. Allison

Jeffrey S. Allison, Esq.

Attorneys for Defendants

10 PHH MORTGAGE CORPORATION; PHH
11 MORTGAGE CORPORATION, successor
12 to OCWEN LOAN SERVICING, LLC,
13 erroneously named; and WESTERN
14 PROGRESSIVE-NEVADA, INC.
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CERTIFICATE OF SERVICE

I hereby certify that I am over the age of eighteen (18), that I am not a party to this action, and that on this date I caused to be served a true and correct copy of the following documents:

ANSWER TO FIRST AMENDED COMPLAINT

I served the above-named document(s) by the following means to the persons below:

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CERTIFICATES, SERIES 2007-BC3

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

Dated: March 15, 2021

/s/ Jasmine Blanco
An employee of HOUSER LLP