

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

Electronically Filed
Mar 28 2022 04:23 p.m.
[District Court Case No. Elizabeth A. Brown
A-19-796941-C] Clerk of Supreme Court

RESPONDENTS' JOINT APPENDIX
VOLUME 2 – (R 000225-R 000474)

MARK J. CONNOT (10010)
KEVIN M. SUTEHALL (9437)
FOX ROTHSCHILD LLP
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
Telephone: (702) 262-6899
Email: mconnot@foxrothschild.com
Email: ksutehall@foxrothschild.com
*Attorneys for Respondent U.S. Bank
National Association, as Trustee for
Structured Asset Securities
Corporation Mortgage Pass-Through
Certificates, Series 2007-BC3*

JEFFREY S. ALLISON (8949)
HOUSER LLP
6671 S. Las Vegas Blvd., Ste. 210
Las Vegas, Nevada 89119
Telephone: (949) 679-1111
Email: jallison@houser-law.com
*Attorneys for Respondents PHH
Mortgage Corporation; PHH
Mortgage Corporation, successor
to Ocwen Loan Servicing, LLC,
erroneously named; and Western
Progressive-Nevada Inc.*

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DATED this 28th day of March, 2022.

FOX ROTHSCHILD LLP

/s/ Kevin M. Sutehall

MARK J. CONNOT (10010)

KEVIN M. SUTEHALL (9437) 1980

Festival Plaza Drive, Suite 700

Las Vegas, Nevada 89135

Attorneys for Respondent U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3

JEFFREY S. ALLISON (8949)

HOUSER LLP

6671 S. Las Vegas Blvd., Ste. 210

Las Vegas, Nevada 89119

Attorneys for Respondents PHH Mortgage Corporation; PHH Mortgage Corporation, successor to Ocwen Loan Servicing, LLC, erroneously named; and Western Progressive-Nevada Inc.

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:

Tyrone Keith Armstrong
3713 Brentcove Drive
North Las Vegas, Nevada 89032
Email: performanceautomotive@gmail.com
Appellant Pro Se

BY THE COURT'S ELECTRONIC FILING SYSTEM:

Jeffrey S. Allison, Esq.
Houser LLP
6671 S. Las Vegas Blvd., Ste. 210
Las Vegas, Nevada 89119
Telephone: (949) 679-1111
Email: jallison@houser-law.com
Attorneys for Respondent PHH Mortgage Corporation; PHH Mortgage Corporation, successor to Ocwen Loan Servicing, LLC, erroneously named; and Western Progressive-Nevada Inc.

BY ELECTRONIC TRANSMISSION:

Tyrone Keith Armstrong
performanceautomotive@gmail.com

DATED this 28th day of March, 2022.

/s/ Kevin M. Sutehall

Kevin M. Sutehall



1 **NOTC**

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.

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,

18 Plaintiff,

19 vs.

20 U.S. BANK NATIONAL ASSOCIATION, as)

21 Trustee for Structured Asset Securities)

22 Corporation Mortgage Pass-Through)

23 Certificates, Series 2007-BC3; OCWEN)

24 LOAN SERVICING, LLC; PHH)

25 MORTGAGE CORPORATION; WESTER)

26 PROGRESSIVE-NEVADA, INC.; DOES 1)

27 through 20; ROE BUSINESS ENTITIES 1)

28 through 20,)

Defendants.)

Case No. A-19-796941-C

Dept. No. 18

Hon. Mary Kay Holthus

**NOTICE OF DECLARATION OF NON-
MONETARY STATUS OF DEFENDANT
WESTERN PROGRESSIVE-NEVADA,
INC. RE FIRST AMENDED COMPLAINT**

[NRS 107.029]

29 **TO THE CLERK, PLAINTIFF AND PARTIES OF RECORD:**

30 **PLEASE TAKE NOTICE** that Defendant WESTERN PROGRESSIVE-NEVADA,

31 INC. ("Western Progressive") filed in this action a Declaration of Non-Monetary Status

32 ("Declaration") on July 31, 2019 pursuant to NRS § 107.029.

The Declaration is incorporated herein by reference and applies to Plaintiff's First Amended Complaint filed on February 27, 2021.

Dated: March 15, 2021

HOUSER LLP

/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:

**NOTICE OF DECLARATION OF NON-MONETARY STATUS OF DEFENDANT
WESTERN PROGRESSIVE-NEVADA, INC. RE FIRST AMENDED COMPLAINT**

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

- ☒ **Electronic Service 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

Mark Connot, Esq.
Kevin M. Sutehall, Esq.
FOX ROTHSCHILD LLP
One Summerlin
1980 Festival Plaza Dr., Ste. 700
Las Vegas, NV 89135
Tel: (702) 262-6899
Fax: (702) 597-5503
mconnot@foxrothschild.com
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: March 15, 2021

/s/ Jasmine Blanco
An employee of HOUSER LLP



1 **MPSJ**

2 TYRONE KEITH ARMSTRONG
3 3713 Brentcove Drive
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,	)	Case No:	A-19-796941-C
	)	Dept No:	XVIII
11 Plaintiff,)		
)		
12 vs.	)	Hearing Date:	4/28/2021
	)	Hearing Time:	9:00am
13 U.S. BANK NATIONAL ASSOCIATION,)		
14 as Trustee for Structured Asset Securities)		
15 Corporation Mortgage Pass-Through)		
16 Certificates, Series 2007-BC3; OCWEN)		
17 LOAN SERVICING, LLC; PHH)		
18 MORTGAGE CORPORATION;)		
19 WESTERN PROGRESSIVE-NEVADA,)		
INC.; DOES 1 through 20; and ROE	)	HEARING REQUESTED	
BUSINESS ENTITIES 1 through 20;)		
Defendants.)		

20 **PLAINTIFF'S AMENDED MOTION FOR PARTIAL SUMMARY JUDGMENT VOL. 1**

21 COMES NOW Plaintiff Pro Se TYRONE KEITH ARMSTRONG, pursuant to NRCP 56,
22 and moves this Court to enter judgment in his favor based on the foregoing *Plaintiff's Amended*
23 *Motion for Partial Summary Judgment* for the claims identified in Plaintiff's First Amended
24 Complaint filed herein on February 27, 2021 and also for the claims identified in Defendant U.S.
25 Bank's Answer and Counterclaim filed herein on March 12, 2021. This motion is supported by
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1 the attached memorandum of points and authorities, the papers and pleadings on file herein, the
2 affidavit of Tyrone Keith Armstrong, the attached exhibits and any oral argument held.

3 **DATED** this 5th day April, 2021.

4
5 By: /s/ Tyrone K. Armstrong
6 TYRONE K. ARMSTRONG
7 3713 Brentcove Drive
8 North Las Vegas, Nevada 89032
9 *Plaintiff Pro Se*

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. INTRODUCTION**

12 On December 23, 1998, Plaintiff purchased the real property commonly referred to as
13 3713 Brentcove Drive, North Las Vegas, Nevada 89032 ("the Property"). On December 23,
14 2004, Plaintiff refinanced his loan with Bank of America and alleges he has not refinanced the
15 loan since. Amidst the U.S. Housing Market Crisis of 2007, a cloud appeared on Plaintiff's title
16 by BNC Mortgage, Inc. ("BNC"). Soon thereafter, BNC filed for bankruptcy and its purported
17 interest was assigned to Defendant U.S. Bank. Defendants Ocwen, PHH and/or Western were
18 enlisted as agents of Defendant U.S. Bank. Defendants collectively authorized and/or caused
19 several nonjudicial foreclosure proceedings to be commenced against Plaintiff's property on the
20 basis of non-payment of the 2007 BNC loan.
21

22 Plaintiff's assertion that the 2007 BNC loan is *void ab initio* is premised on basic contract
23 principles, to determine whether, in fact, the necessary elements of contract formation were
24 satisfied as it relates to the origination of the 2007 BNC loan. Plaintiff denied that he executed
25 loan documents in connection with the purported 2007 BNC loan, denied being present at the
26 closing, and denied that the 2007 BNC loan was used to extinguish the 2004 Bank of America
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1 loan. From 2007 to 2017, the first lien of Bank of America in the amount of \$224,000 remained
2 in public records contemporaneously with the second lien recorded by BNC in the amount of
3 \$237,000. At no time was the property valued at \$461,000 to support the coexistence of both
4 mortgages. In 2015, the insurance provider of the 2007 BNC loan disclosed to defendants the
5 existence of a senior, unreleased 2004 Bank of America lien. Defendants admitted that at no
6 time did they request a lien release from Bank of America, justifying that they were not obligated
7 to do the same. Instead defendants commenced a series of nonjudicial foreclosure proceedings
8 against an indigent, disabled, senior citizen that has occupied the property for over 21 years.
9 When defendants recorded a Notice of Trustee Sale on June 13, 2019, the instant action was
10 commenced and a temporary restraining order was entered in defense to the foreclosure sale.
11 Plaintiff sought to lift the automatic bankruptcy stay in an effort to conduct discovery upon BNC,
12 and the Bankruptcy Court entered a limited order for the Plan Administrator of BNC to conduct a
13 search for negotiated checks and/or wire transfers in connection with origination of the 2007
14 BNC loan. The Plan Administrator of BNC confirmed that no negotiated checks and/or wire
15 transfers were located that reflected a pay off from BNC to Bank of America. Plaintiff
16 conducted due diligence as early as August 2019 in an attempt to locate the notary whose name
17 appeared on alleged BNC loan documents, but to no avail. By December 2020, Defendant U.S.
18 Bank admitted that it too had not deposed said notary. In addition, all vendors that purportedly
19 participated at the closing of the 2007 BNC loan are out of business.

20 Plaintiff alleges the 2004 Bank of America loan was satisfied or settled pursuant to a
21 consent judgment. Additionally, Plaintiff filed several identity theft affidavits with various
22 government agencies between the time periods of 2005 to 2017. In 2016, Bank of America
23 returned the original Note and Deed of Trust to Plaintiff stamped "paid in full" accompanied by a
24

1 pay off letter. Plaintiff alleges that he is excused from tendering toward the 2007 BNC loan due
2 to its failure to satisfy the legal elements of contract formation and is, therefore, *void ab initio*.
3 As a direct and foreseeable result of defendants' refusal to lift or release the 2007 BNC lien
4 encumbering the property, or accept Plaintiff's Offer of Judgment, Plaintiff's title was
5 disparaged to the world at large, causing Plaintiff to suffer harm and damages.
6

7
8 **II. DECLARATION OF TYRONE KEITH ARMSTRONG**

9 STATE OF NEVADA)
10) ss.
11 COUNTY OF CLARK)

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

- 13 1. That I am the Plaintiff in this matter.
- 14 2. That I am over 18 years of age and competent to testify to the facts herein.
- 15 3. That I am the title-homeowner of record and have personal knowledge of the facts herein.
- 16 4. That I have read the foregoing *Plaintiff's Amended Motion for Partial Summary*
17 *Judgment* and know the contents thereof; that the same is true of my own knowledge, except
18 those matters stated therein upon information and belief, and as to those matters I believe them to
19 be true.
- 20
- 21 5. That the exhibits attached hereto are true and accurate copies of the originals.
- 22 6. That I bring this Motion in good faith and not for any improper purpose.
- 23 7. That on or about December 23, 1998, I purchased the property commonly referred to as
24 3713 Brentcove Drive, North Las Vegas, Nevada 89032 ("the Property"). I am listed as the
25 property owner as reflected by the Offices of the Clark County Assessor and the Clark County
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1 Recorder;¹ a deed of trust was recorded in favor of HUD;² and my mortgage was with Norwest
2 Mortgage.³

3 8. That on December 23, 2003, I refinanced the Norwest Mortgage loan and a deed of trust
4 was recorded in favor of Finance America LLC.⁴

5 9. That on December 23, 2004, I refinanced the Finance America LLC loan and a deed of
6 trust was recorded in favor of [New Century Mortgage Corporation]⁵ (the "2004 Bank of
7 America loan").⁶

9 10. That on July 28, 2005, I filed a police report with the Las Vegas Metropolitan Police
10 Department that entailed the theft of my identity and an unauthorized account that was opened in
11 my name.⁷

13
14 ¹ Clark County Assessor/Recorder printouts attached as Exhibit "1," electronically served
15 through the Court's e-file system on September 8th and 9th, 2020, as part of Plaintiff's First
16 Amended Disclosure of Documents and Witnesses. Bates no. ARM001-004.

17 ² HUD deed of trust attached as Exhibit "2," electronically served through the Court's e-file
18 system on September 8th and 9th, 2020, as part of Plaintiff's First Amended Disclosure of
19 Documents and Witnesses. Bates no. ARM252-254.

20 ³ Norwest mortgage statement attached as Exhibit "3," electronically served through the Court's
21 e-file system on September 8th and 9th, 2020, as part of Plaintiff's First Amended Disclosure of
22 Documents and Witnesses. Bates No. ARM088-089.

23 ⁴ Finance America LLC deed of trust attached as Exhibit "4," electronically served through the
24 Court's e-file system on September 8th and 9th, 2020, as part of Plaintiff's First Amended
25 Disclosure of Documents and Witnesses. Bates No. ARM255-280.

26 ⁵ The entire entity of New Century Mortgage Corporation (the originating lender) was acquired
27 by Countrywide Financial Corporation, and Countrywide was subsequently acquired by Bank of
28 America (collectively referred to as "Bank of America").

⁶ [Bank of America] deed of trust attached as Exhibit "5," electronically served through the
Court's e-file system on September 8th and 9th, 2020, as part of Plaintiff's First Amended
Disclosure of Documents and Witnesses. Bates No. ARM037-058 (modified w/certified copy).
from Clark County Recorder attached.

1 11. That on January 25, 2007, amidst the U.S. Housing Market Crisis of 2007, BNC
2 Mortgage, Inc. (a/k/a BNC Mortgage LLC a/k/a Lehman Brothers Holdings, Inc.) recorded a
3 purported lien/note/deed of trust with the Clark County Recorder (the "2007 BNC loan").⁸

4 12. That after the 2007 BNC lien was recorded I continued to pay property taxes directly to
5 the Clark County Treasurer.⁹ I was prevented from tendering tax payments for a period of time
6 due to payment by an unknown entity, without protest as to the correctness or legality of its
7 tender, and at a time when no tax foreclosure sale was being pressed against the property. I
8 made objections to the Clark County Treasurer, but was advised that payment had already been
9 made and I was not permitted to pay until the next tax bill became due. Thereafter, payments
10 were determined by a race to the Clark County Treasurer's Office upon issuance of the annual
11 tax bill. The tax payment history reflects mixed and sporadic payments made either by myself or
12 unknown entities that are not a party to this action. Tax payments are current on the property
13 and I tendered the last payment.

14 13. That I have maintained all repairs on the subject property since 1998; paid state, county
15 and municipal property taxes, insurance, HOA fees, electric, gas, water, sewer, trash, etc.¹⁰
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20 ⁷ LVMPD police report dated July 28, 2005 attached as Exhibit "6," electronically served
21 through the Court's e-file system on December 11, 2020, as part of Plaintiff's Second Amended
22 Disclosure of Documents and Witnesses. Bates No. ARM394-397.

23 ⁸ Defendants Ocwen, PHH, and Westerns' Answer to paragraph 16 of Plaintiff's FAC, attached
24 as Exhibit "7" and electronically filed and served through the Court's e-file system on March 15,
25 2021, admits that on January 25, 2007, the document labeled as the 2007 BNC deed of trust was
recorded in public records; and that the date of January 25, 2007, falls squarely within the time
period of the U.S. Housing Crisis of 2007.

26 ⁹ Clark County Treasurer certified records of tax payments attached as Exhibit "8," electronically
27 served through the Court's e-file system on December 29, 2020, as part of Plaintiff's
Supplemental Disclosure of Documents. Bates No. ARM594-694.

28 ¹⁰ Property maintenance receipts attached as Exhibit "9," electronically served through the

1 14. That on or about June 04, 2008, I filed a police report with the Las Vegas Metropolitan
2 Police Department that entailed forgery and a counterfeit check; and I subsequently submitted
3 additional identity theft claims or received responses from various government agencies on or
4 about 7/27/2015, 8/03/2015, 9/21/2015, 9/29/2015, 7/04/2016, and 02/16/2017.¹¹

5 15. That on or about May 06, 2009, I received copy of a consent judgment from the law
6 office of the late John Peter Lee, Esq. (NV Bar #1768), entered as part of Eighth Judicial District
7 Court case no. A583442 and styled as *State of Nevada v. Countrywide Financial Corporation*.¹²
8 I am informed and believe and, based thereon, allege that I was an eligible class member and
9 entitled to receive benefits in accordance with the terms of said consent judgment, and that those
10 benefits were subsequently allocated toward the satisfaction or settlement of my mortgage with
11 [Bank of America]. In support thereof, I received a (non-negotiated) settlement check on or
12 about October 07, 2020 regarding an unrelated matter concerning the subject property and the
13 identical [Bank of America] entity that is identified in the caption of district court case no.
14 A583442.¹³ Upon logging in to the web address reflected on the check,
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19 Court's e-file system on September 8th and 9th, 2020, as part of Plaintiff's First Amended
20 Disclosure of Documents and Witnesses. Bates no. ARM143-152.

21 ¹¹ Identity theft correspondence from government agencies attached as Exhibit "10," and
22 electronically served through the Court's e-file system on December 11, 2020, as part of
23 Plaintiff's Second Amended Disclosure of Documents and Witnesses. Bates No. ARM086-087,
24 ARM247-251, and ARM398-399.

25 ¹² *State of Nevada v. Countrywide* consent judgment and fax cover sheet from law office,
26 attached as Exhibit "11" and electronically served through the Court's e-file system on January
27 04, 2021 as part of Plaintiff's Response to Defendant U.S. Bank's Second Set of Requests for
28 Production of Documents. Bates no. ARM695-723.

¹³ Settlement check from Countrywide Financial Corporation attached as Exhibit "12" and
electronically served through the Court's e-file system on March 24, 2021 as part of Plaintiff's
Second Supplemental and/or Modified Response to Defendant U.S. Bank's First Set of Requests
for Production of Documents. Bates no. ARM0941.

1 www.waldrupwilliamsappraisallawsuit.com,¹⁴ I learned that I was not required to take any action
2 to participate and receive benefits from the class action lawsuit. I then called the toll free
3 telephone number displayed on the check and spoke to an agent at Epiq, the Settlement
4 Administrator. The Epiq agent was able to locate my property address and confirmed that it was
5 included as part of the class action settlement based on loan records of Countrywide Financial
6 Corporation. Upon information and belief, the 2004 Bank of America loan was satisfied or
7 settled in a similar procedural fashion, without the need for me to take any action.
8

9 16. That on September 27, 2013, the Department of Justice issued a press release titled *Las*
10 *Vegas Escrow Officer Convicted in Mortgage Fraud Conspiracy*,¹⁵ and the escrow officer was
11 identified as having worked for National Alliance Title, the escrow agent of BNC, from 2003 to
12 2008, the same time period the 2007 BNC loan was originated.
13

14 17. That Defendant U.S. Bank subsequently acquired the purported rights to the 2007 BNC
15 loan. Defendants' discovery responses collectively admit that Defendants Ocwen, PHH and
16 Western acted or act as authorized agents on behalf of Defendant U.S. Bank in connection with
17 the purported 2007 BNC loan.¹⁶
18

19 18. That on July 21, 2015, Defendant Ocwen, through its agent Altisource, made a title
20 insurance claim to First American Title Insurance Company ("FATIC") concerning the subject
21

22 ¹⁴ Homepage of Countrywide class action settlement website attached as Exhibit "13," and
23 electronically served through the Court's e-file system on April 04, 2021 as part of Plaintiff's
24 Supplemental Disclosure of Documents Bates No. ARM1017.

25 ¹⁵ DOJ press release re: mortgage fraud attached as Exhibit "14," and electronically served
26 through the Court's e-file system on April 04, 2021 as part of Plaintiff's Supplemental
Disclosure of Documents Bates No. ARM1018-1019.

27 ¹⁶ Defendant U.S. Bank, Ocwen, PHH and Westerns' Responses to Admission #25 of Plaintiff's
28 First Set of Requests for Admissions to Defendants attached as Exhibit "15," electronically
served through the Court's e-file system on October 23, 2020.

1 property.¹⁷ Defendants' collective discovery responses, except for U.S. Bank, acknowledge that
2 they knew about the title insurance claim in connection with the property on or about July
3 2015.¹⁸ Defendant U.S. Bank's response denies any knowledge of the factual findings resulting
4 in the 2015 title insurance claim.¹⁹ Interesting enough, the initial title insurance claim document
5 dated July 21, 2015 was produced by Defendant U.S. Bank as part of its initial disclosures.²⁰
6 Defendants' collective discovery responses admit that they knew that the 2004 Bank of
7 America lien and the 2007 BNC lien coexisted in public records from 2007 to 2017.²¹
8

9 19. Defendants' collective responses to discovery requests admit that during the 10-year
10 period from 2007 to 2017, they did not request a lien release from Bank of America and that
11 they were not obligated to do the same.²² Defendant U.S. Bank further admitted that it has
12

13
14 ¹⁷ Title insurance claim of July 21, 2015 attached as Exhibit "16," and electronically served
15 through the Court's e-file system on March 17, 2021 as part of FATIC's subpoena return. Bates
16 no. FATIC003212.

17 ¹⁸ Defendants' collective Responses to Interrogatory #5 of Plaintiff's First Set of Interrogatories
18 attached as Exhibit "17," and electronically served through the Court's e-file system on October
19 23, 2020.

20 ¹⁹ Defendant U.S. Bank's Response to Interrogatory #16 of Plaintiff's Second Set of Requests for
21 Interrogatories to Defendants attached as Exhibit "18," and electronically served through the
22 Court's e-file system on February 23, 2021.

23 ²⁰ Defendant U.S. Bank's Initial Disclosure of Witnesses and Documents pursuant to NRCp 16.1
24 attached as Exhibit "19," and electronically served through the Court's e-file system on February
25 07, 2020 as part of Defendant U.S. Bank's Initial Disclosure of Witnesses and Documents
26 Pursuant to NRCp 16.1. Bates no. USBNA00252-254.

27 ²¹ See Exhibit "15," Defendants' collective Responses to Admission #19 of Plaintiff's First Set
28 of Requests for Admissions to Defendants, electronically served through the Court's e-file
system on October 23, 2020.

²² Defendants' collective Responses to Admission #35 of Plaintiff's Second Set of Requests for
Admissions to Defendants, attached as Exhibit "20" and electronically served through the
Court's e-file system on February 23, 2021; and on March 04, 2021.

1 absolutely no record of communications with Bank of America concerning a request for lien
2 release and that it had no obligation to request a lien release from Bank of America.²³

3 20. That on July 22, 2015, FATIC confirmed receipt of the title insurance claim.²⁴ On July
4 28, 2015, the FATIC claims specialist, Stan Haddock, responded with a 2-page letter that fails to
5 specify whether the claim was approved, denied, or whether any payment was made.²⁵ From
6 July 29, 2015 to September 07, 2015, the FATIC claim file is silent and reflects no
7 communications related to the factual findings of the claims adjuster. On September 08, 2015, a
8 document was generated by Defendant Ocwen, titled Ocwen Title Issue Form.²⁶ This document
9 was disclosed as part of the FATIC claim file, as well as U.S. Bank's initial disclosures, and
10 indicated, "the following title issue *prevents continuing foreclosure action* due to a *prior*
11 *mortgage/deed of trust/lien found on record.*"
12

13
14 21. That on November 24, 2015, notwithstanding written notice that they were precluded
15 from continuing foreclosure proceedings against the subject property, defendants collectively,
16 with malice and/or a reckless disregard for my rights, authorized and/or caused a Notice of
17

18
19 ²³ See Exhibit "18," Defendant U.S. Bank's Response to Interrogatory #17 of Plaintiff's Second
20 Set of Interrogatories to Defendants, electronically served through the Court's e-file system on
February 23, 2021.

21 ²⁴ FATIC receipt of claim confirmation from FATIC claims department attached as Exhibit "21,"
22 and electronically served through the Court's e-file system on March 17, 2021 as part of
FATIC's subpoena return. Bates no. FATIC003210-3211.
23

24 ²⁵ Response letter from FATIC claims adjuster attached as Exhibit "22," and electronically
25 served through the Court's e-file system on March 17, 2021 as part of FATIC's subpoena return.
Bates no. FATIC 3349-3350.

26 ²⁶ Ocwen Title Issue Form attached as Exhibit "23," and electronically served through the court
27 e-file system on March 17, 2021 as part of a subpoena return from FATIC. Bates no.
FATIC3213; and also See Exhibit "19," Defendant U.S. Bank's Initial Disclosure of Documents
28 and Witnesses Pursuant to NRCP 16.1, electronically served on February 07, 2020. Bates no.
USBNA00253-254.

1 Trustee sale to be recorded against the property.²⁷ Defendant U.S. Bank's response to
2 discovery requests acknowledges that U.S. Bank authorized the performance of one or more
3 nonjudicial foreclosure proceedings against the property.²⁸

4 22. That on or about October 26, 2016, I received the original 2004 Bank of America note
5 and deed of trust stamped "paid in full," along with a pay off letter from Bank of America.²⁹ I
6 engaged in no fraud or illegality affecting the instrument.

7
8 23. That on December 06, 2016, I received a deed and encumbrance report from America
9 First Credit Union ("AFCU") in connection with my application for a home equity line of
10 credit.³⁰ The report reflected the existence of a first lien by Bank of America and a second lien
11 by BNC. The HELOC file also contained a copy of the purported 2007 BNC deed of trust with
12 notes from AFCU that indicate, "This lien needs to be released."³¹

13
14 24. That on January 09, 2017, Bank of America recorded a lien release in my favor with the
15

16
17 ²⁷ See Exhibit "1," Clark County Recorder register of actions, electronically served through the
18 Court's e-file system on September 8th and 9th, 2020, as part of Plaintiff's First Amended
Disclosure of Documents and Witnesses Bates no. ARM002.

19 ²⁸ See Exhibit "20," Defendants' collective Responses to Admission #34 of Plaintiff's Second
20 Set of Requests for Admissions to Defendants, electronically served through the Court's e-file
21 system on February 23, 2021.

22 ²⁹ Bank of America pay off letter, *original* deed of trust and note, attached as Exhibit "24," and
23 electronically served through the Court's e-file system on April 04, 2021 as part of Plaintiff's
Supplemental Disclosure of Documents Bates No. ARM1020-1049.

24 ³⁰ America First Credit Union HELOC application and Deed and Encumbrance Report attached
25 as Exhibit "25," Bates no. AFCU0020-0030, certified copy served by electronic mail on January
26 25, 2021, by the Custodian of Records of AFCU, Natalie Dalton.

27 ³¹ See Exhibit "25," certified copy of subpoena return from America First Credit Union's
28 Custodian of Records, Natalie Dalton, served by electronic mail on January 25, 2021.
Bates no. AFCU 0022.

1 Clark County Recorder and faxed evidence of the same to me on January 11, 2017.³²

2 25. That on March 02, 2017, my HELOC application with AFCU was canceled and I was
3 denied for said loan as a direct result of the BNC encumbrance.³³

4 26. That on January 18, 2018, defendants authorized or caused the Notice of Trustee Sale
5 previously recorded on November 24, 2015 to be rescinded.³⁴

6 27. That on June 13, 2019, defendants collectively, with malice and/or a reckless disregard
7 for my rights, authorized and/or caused another Notice of Trustee sale to be recorded against the
8 property.³⁵ Defendants' discovery responses acknowledge that they authorized, instructed,
9 performed or otherwise permitted the Notice of Trustee Sale to be recorded on June 13, 2019.³⁶

10 28. That on June 19, 2019, I commenced a verified complaint as a defense to the threat of
11 imminent foreclosure sale of the property. A temporary restraining order was entered on June
12 28, 2019, and prevented the sale of the property. Defendants Ocwen, PHH, and Westerns'
13 Answer to Plaintiff's FAC admits that Plaintiff filed the instant complaint in *defense* to
14 defendants' Notice of Trustee Sale.³⁷

15
16
17
18 ³² Bank of America lien release attached as Exhibit "26," electronically served on February 07,
19 2020 as part of Plaintiff's Individual Case Conference Report; supplemented with fax cover
20 sheet from Bank of America and electronically served through the Court's e-file system on
21 April 04, 2021 as part of Plaintiff's Supplemental Disclosure of Documents. Bates No.
ARM1050-1051.

22 ³³ See Exhibit "25," certified copy of subpoena return from America First Credit Union's
23 Custodian of Records, Natalie Dalton, served by electronic mail on January 25, 2021.
Bates no. AFCU 0034.

24 ³⁴ See Exhibit "1," Clark County Recorder register of actions. Bates no. ARM001-002.

25 ³⁵ Notice of Trustee Sale dated 6/13/2019 attached as Exhibit "27," and electronically served
26 through the court e-file system on September 8th and 9th, 2020 as part of Plaintiff's
27 First Amended Disclosure of Documents and Witnesses. Bates No. ARM153-156.

28 ³⁶ See Exhibit "15," Defendants' collective Responses to Admission #22 of Plaintiff's First Set
of Requests for Admissions to Defendants electronically served on October 23, 2020.

1 29. That on July 31, 2019, hearing was held where I incurred the expense of unbundled
2 counsel, Edward E. Vargas, Esq. (NV Bar #8702).³⁸ The Court entered a minute order directing
3 Defendants to provide materials to me ahead of time related to the alleged pay off from BNC to
4 Bank of America.³⁹ Specifically, negotiated checks and wire transfers were discussed at hearing
5 as the items to be produced. Defendants' collective discovery responses acknowledged that they
6 are not in possession, custody or control of negotiated checks and/or wire transfers that establish
7 a pay off from BNC to Bank of America.⁴⁰ Defendants' collective discovery responses
8 acknowledged that they are not in possession, custody or control of negotiated checks and/or
9 wire transfers that establish a pay off from BNC to Plaintiff.⁴¹

10
11 30. That on September 05, 2019, I attached to my Opposition and Countermotion for
12 Summary Judgment, the Declaration of Tyrone Keith Armstrong in which I identify the due
13 diligence I conducted in an effort to locate the notary whose name appears on the 2007 BNC
14 loan documents.⁴²

15
16
17
18 ³⁷ See Exhibit "7," Defendants Ocwen, PHH, and Westerns' Answer to paragraph 55 of
19 Plaintiff's FAC, electronically filed and served through the Court's e-file system on March 15,
20 2021.

21 ³⁸ I also incurred the expense of unbundled counsel on November 13, 2019, March 02, 2021, and
22 I have requested unbundled counsel to appear at the MSJ hearing of April 28, 2021.

23 ³⁹ Minute order of July 31, 2019 at 2:30pm attached as Exhibit "28".

24 ⁴⁰ See Exhibit "15," Defendants' collective Responses to Admission #3 of Plaintiff's First Set of
25 Requests for Admissions to Defendants, and electronically served through the Court's e-file
system on October 23, 2020.

26 ⁴¹ See Exhibit "15," Defendants' collective Responses to Admission #5 and #7 of Plaintiff's First
27 Set of Requests for Admissions to Defendants, electronically served through the Court's e-file
system on October 23, 2020.

28 ⁴² Declaration of Tyrone Keith Armstrong dated September 05, 2019 attached as Exhibit "29,"

1 31. That on September 20, 2019, BNC filed a notice of bankruptcy herein and was precluded
2 from participating in state court proceedings, including discovery exchanges, due to the
3 automatic bankruptcy stay it has enjoyed the protection of since September 15, 2008.⁴³

4 32. That on November 25, 2019, this Court denied Defendants' request to take judicial notice
5 of the purported 2007 BNC loan/note/deed of trust.

6 33. That on January 21, 2020, the Bankruptcy Court of the Southern District of New York
7 entered an order for the Plan Administrator of BNC to conduct a diligent search of materials
8 pertaining to the 2007 BNC loan, particularly negotiated checks and/or wire transfers, and turn
9 them over to me.⁴⁴

10 34. That on February 12, 2020, I filed a status report with this Court and attached findings
11 pursuant to the Bankruptcy Court's January 21, 2020 order in which the BNC Plan Administrator
12 responded and indicated that a diligent search was conducted and no negotiated checks and/or
13 wire transfers were found in connection with the origination of the 2007 BNC loan.⁴⁵

14 35. That on February 25, 2020, I filed and served an Offer of Judgment upon defendants in
15 an effort to resolve the claims alleged in my Complaint.⁴⁶ None of the defendants accepted the
16 offer.
17
18
19

20 and electronically filed and served through the Court's e-file system on September 05, 2019.
21 ⁴³ BNC Notice of Bankruptcy attached as Exhibit "30," and electronically filed and served
22 through the Court's e-file system on September 20, 2019.

23 ⁴⁴ SDNY Bankruptcy Court order attached as Exhibit "31," and electronically filed and served
24 through the Court's e-file system on January 21, 2020, as part of Plaintiff's Status Report Re:
25 BNC Mortgage, Inc.

26 ⁴⁵ BNC Plan Administrator's findings attached as Exhibit "32," and electronically filed and
27 served through the Court's e-file system on February 12, 2020, as part of Plaintiff's Status
28 Report Re: Wire Transfer and/or Negotiated Check.

⁴⁶ Plaintiff's Offer of Judgment electronically filed and served through the Court's e-file system
on February 25, 2020 attached as Exhibit "33".

1 36. That on July 23, 2020 and on July 24, 2020, defendants' collective discovery responses
2 confirmed that they were not in possession, custody or control of negotiated checks and/or
3 wire transfers in connection with the origination of the 2007 BNC loan.⁴⁷

4 37. Plaintiff conducted business license searches in public records of all vendors that were
5 identified as participants in the purported 2007 BNC loan transaction including, National
6 Alliance Title Company, Fidelity Home Loan Corporation, Inc., Appraisal 2000, LLC and
7 Mercury Transaction Services. According to the Nevada Secretary of State, as well as Clark
8 County Business Licensing, all companies are out of business.⁴⁸

10 38. That on or about August 13, 2020, pursuant to a subpoena duces tecum issued by
11 Defendant U.S. Bank, a computer-generated printout of payments concerning the property was
12 produced by Bank of America, and provides no indication as to *who* made the payments.⁴⁹

14 39. That on December 17, 2020, a discovery hearing was held, the Discovery Commissioner
15 inquired whether Defendant U.S. Bank deposed the notary (that purportedly witnessed the
16 signing of the 2007 BNC loan) and counsel for U.S. Bank indicated "The notary has not been
17 deposed, Your Honor."⁵⁰

20 ⁴⁷ Defendants' collective Responses to Plaintiff's Request for Production of Docs #2, #3, and #4
21 attached as Exhibit "34," electronically served through the Court's e-file system on July 23, 2020
22 and on July 24, 2020.

23 ⁴⁸ Public records confirmation of out of business attached as Exhibit "35," electronically served
24 through the Court's e-file system on September 8th and 9th, 2020 as part of Plaintiff's First
Amended Disclosure of Documents and Witnesses. Bates No. ARM103-126.

25 ⁴⁹ Bank of America printout attached as Exhibit "36," and electronically served through the court
26 e-file system on September 11, 2020 as part of Defendant U.S. Bank's First Supplemental
27 Disclosure of Witnesses and Documents Pursuant to NRCP 16.1. Bates no. BANA 0089-0091.

28 ⁵⁰ Certified copy of partial transcript of discovery hearing of December 17, 2020, attached as
Exhibit "37," electronically filed through the Court's e-file system on February 10, 2021.

1 40. That on January 06, 2021, hearing was held in part for Defendant U.S. Bank's second
2 request for extension of discovery deadlines. I objected to a further extension of discovery
3 deadlines, indicated to the Court that I was suffering from financial hardship due to COVID-
4 19, and that I was in dire need to refinance my home.

5 Per NRS 53.045 "I declare under penalty of perjury that the foregoing is true and correct."
6

7 **DATED** this 5th day of April, 2021.
8

9 /s/ Tyrone K. Armstrong
10 TYRONE KEITH ARMSTRONG

11 **III. EVIDENTIARY OBJECTIONS**
12

13 "Courts in this circuit have frequently taken judicial notice of mortgage-related documents on
14 record with public offices, including deeds of trust, notices of default, notices of trustee sale, and
15 assignments of deed of trust. Therefore, the Court may take judicial notice of the existence of
16 these exhibits and the fact of their public filing, but *not of the facts contained therein.*" Lee v.
17 City of Los Angeles, 250 F.3d 668, 689 (9th Cir. 2001).
18

19 "A court may not take judicial notice of hearsay allegations as being true merely because
20 they are part of the record or file. It is difficult to understand why the filing of a document with a
21 court should magically result in the contents of the document attaining a sufficient degree of
22 reliability to overcome evidentiary objections such as hearsay to its admissibility in a trial before
23 a [omitted] judge." In re Harmony Holdings, LLC, 393 B.R. 409, 413, 2008 Bankr. LEXIS 2494,
24 *4, 77 Fed. R. Evid. Serv. (Callaghan) 624 (Bankr. D.S.C. September 11, 2008).
25

26 On November 25, 2019, the Court entered an Order that denied defendants' request for
27 judicial notice of documents in connection with the purported 2007 BNC loan including, but not
28

1 limited to documents labeled as loan application, note, deed of trust, settlement statement, etc.
2 Plaintiff maintains his continuing objections to the admissibility of the [proposed] 2007 BNC
3 loan documents as to: (i) lack of foundation; (ii) lack of personal knowledge; (iii) lack of
4 authentication of exhibits; (iv) speculation; and (v) hearsay.
5

6 IV. ARGUMENT

7 A. *Standard of Review*

8 1. Summary Judgment

9 Summary judgment is appropriate under NRCP 56 when the pleadings, depositions,
10 answers to interrogatories, admissions, and affidavits, if any, that are properly before the court
11 demonstrate that no genuine issue of material fact exists, and the moving party is entitled
12 to judgment as a matter of law. *Wood v. Safeway, Inc.*, 121 Nev. 724, 727, 121 P.3d 1026, 1028,
13 2005 Nev. LEXIS 91, *1, 121 Nev. Adv. Rep. 73 (Nev. October 20, 2005).
14

15 “When a moving party has carried its burden under NRCP 56(c), its opponent must do
16 more than simply show that there is some metaphysical doubt as to the material facts. In the
17 language of the Rule, the nonmoving party must come forward with specific facts showing that
18 there is a genuine issue for trial. Where the record taken as a whole could not lead a rational trier
19 of fact to find for the nonmoving party, there is no genuine issue for trial.” *Id.*
20

21 2. Contract Formation

22 Contract interpretation is subject to a de novo standard of review. However, the question
23 of whether a contract exists is one of fact, requiring the appellate court to defer to the district
24 court's findings unless they are clearly erroneous or not based on substantial evidence. *May v.*
25 *Anderson*, 121 Nev. 668, 670, 119 P.3d 1254, 1256, 2005 Nev. LEXIS 77, *1, 121 Nev. Adv.
26
27
28

1 Rep. 67 (Nev. September 22, 2005). “Basic contract principles require, for an enforceable
2 contract, an offer and acceptance, meeting of the minds, and consideration.” *Id.*

3 **B. Plaintiff is entitled to summary judgment on claim 1: Wrongful Foreclosure**

4 **1. Burden of Proof and Elements**

5 An action for the tort of wrongful foreclosure will lie if the trustor or mortgagor can
6 establish that at the time the *power of sale was exercised* or the foreclosure occurred, *no breach*
7 *of condition or failure of performance existed* on the mortgagor's or trustor's part which would
8 have authorized the foreclosure or exercise of the power of sale. *Collins v. Union Fed. S&L*
9 *Ass'n*, 99 Nev. 284, 304, 662 P.2d 610, 623, 1983 Nev. LEXIS 432, *34 (Nev. April 21, 1983).
10 “Therefore, the material issue of fact in a wrongful foreclosure claim is whether the trustor was
11 in default when the power of sale was exercised.” *Id.*

12
13
14 In some jurisdictions, an actual foreclosure sale must occur to state a claim for wrongful
15 foreclosure. In Nevada, however, the authority published in *Collins v. Union Fed. Sav. & Loan*
16 (Nev. 1983) includes the connector of “or” in its language and broadens the claim of wrongful
17 foreclosure to extend to “**the exercise of the power of sale.**” The Nevada Supreme Court has
18 held that “[A] Notice of Default issued on a deed of trust has been found insufficient to dispute
19 an owner’s possession because ‘it does not call into question the validity of [the owner’s] control
20 of the property’ or ‘indirectly question [the owner’s] control of the property by asserting
21 [someone else] was entitled to possess the [property]’.”⁵¹ A Notice of Trustee Sale, however,
22 presses the adverse claim against the person in control of the property and jeopardizes title to the
23 real property. Here, the defendants’ responses to Plaintiff’s first set of requests for admissions
24 electronically served herein on October 23, 2020 admit that they caused a Notice of Trustee Sale
25

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27
28 ⁵¹ *Berberich v. Bank of Am., N.A.*, 460 P.3d 440, 443, 2020 Nev. LEXIS 10, *7, 136 Nev. Adv.
Rep. 10 (Nev. March 26, 2020).

1 to be recorded against the property on June 13, 2019. Therefore, defendants *exercised the power*
2 *of sale* and Plaintiff has established the first prong of his wrongful foreclosure claim.

3 Plaintiff was not in default when the power of sale was exercised because he satisfied or
4 settled the 2004 Bank of America loan and received the original note/deed stamped "paid in
5 full," as well as a pay off letter from Bank of America. The record fails to reflect that either
6 Plaintiff or Bank of America received any benefit whatsoever *from BNC*. The issue as to
7 whether Plaintiff was in breach of condition or failure of any performance with respect to the
8 2007 BNC loan turns on the question of contract formation.

10 **2. Elements of contract formation that cannot be proven by Defendants**

11 Plaintiff contends that defendants cannot demonstrate a triable issue of fact as to whether
12 Plaintiff was in breach of the 2007 BNC loan or failed to perform any part thereof due to
13 defendants' failure to show that the originating bank satisfied the elements of contract formation,
14 rendering the 2007 BNC loan *void ab initio*.

16 Plaintiff's First Amended Complaint (and also the original verified complaint)
17 categorically denied that he applied for the 2007 BNC loan.⁵² Plaintiff has established, through
18 public record searches, that the mortgage broker, escrow company, and all other vendors
19 identified in connection with the origination of the 2007 BNC loan are out of business.
20 Plaintiff's Declaration dated September 05, 2019 reveals that substantial due diligence was
21 conducted in an effort to locate the notary that purportedly witnessed the signing of the 2007
22 BNC loan, but to no avail. More than 15 months later, at the discovery hearing of December 31,
23 2020, the Discovery Commissioner inquired upon Defendant U.S. Bank whether the notary that
24 purportedly witnessed the signing of the 2007 BNC loan had been deposed yet, and U.S. Bank
25
26
27

28 ⁵² Plaintiff's First Amended Complaint, pg.6, paragraph 21.

1 indicated that she had not. The remaining defendants provided no response or rebuttal
2 concerning the whereabouts of the notary. Defendants have failed to lay any foundation that
3 places Plaintiff at the closing of the 2007 BNC loan that purportedly occurred on January 18,
4 2007. Therefore, Plaintiff's declarations that he was not present at the BNC closing and that
5 Plaintiff did not execute BNC loan documents is uncontradicted and must be taken as true.
6 Defendants have failed to establish specific facts in the form of admissible evidence that would
7 create a genuine dispute concerning the absence of a "meeting of the minds" and "offer and
8 acceptance," rendering the 2007 BNC loan *void ab initio*.
9

10 With respect to "consideration," the Bank of America subpoena return did reveal a single
11 computer generated printout that reflects an averment of a payment, but fails to identify *who*
12 made the payment, as no wire transfer and/or negotiated check was disclosed by Bank of
13 America. The failure of consideration by BNC is not genuinely disputed because defendants
14 cannot demonstrate that *it was BNC* that made the payment to Bank of America; defendants'
15 responses to discovery requests admit that they are not in possession, custody or control of
16 negotiated checks and/or wire transfers in connection with the origination of the 2007 BNC loan;
17 and the Bankruptcy Plan Administrator of BNC conducted a diligent search and was not able to
18 locate any checks and/or wire transfers in connection with the origination of the 2007 BNC loan.
19 Defendants fail to establish the presence of a genuine dispute with respect to the failure of
20 "consideration."
21

22 Defendants cannot establish the presence of all necessary elements to sustain the
23 existence of a contract between Plaintiff and BNC. Therefore Plaintiff was *not in breach of*
24 *condition or failure of any performance* at the time the power of sale was exercised, satisfying
25 the second prong of Plaintiff's wrongful foreclosure claim. Plaintiff respectfully requests
26
27
28

1 judgment as a matter of law as to his claim of wrongful foreclosure, and a subsequent
2 opportunity to prove up damages.

3 **C. Plaintiff is entitled to summary judgment on claims 2 and 3: Quiet Title/Declaratory Relief**

4 **1. Burden of Proof and Elements**

5 “[A] plea to quiet title does not require any particular elements, but each party must plead
6 and prove his or her own claim to the property in question, and a plaintiff’s right to relief
7 therefore depends on superiority of title.”⁵³ In Nevada, a quiet title action “may be brought by
8 any person against another who claims an estate or interest in real property, adverse to the person
9 bringing the action, for the purpose of determining such adverse claim.” NRS 40.010.
10

11 “The plaintiff seeks a remedy which courts of equity have always granted independent of
12 any statute, where a proper case was made out. The relief sought is a decree to compel certain
13 persons to execute deeds of conveyance to the plaintiff, and to remove a cloud from his title.
14 That it requires no statutory provisions to enable a court of equity to award relief in such cases,
15 there can be no doubt.” *Shadow Wood Homeowners Ass’n v. New York Cmty. Bancorp. Inc.*, 366
16 P.3d 1105, 1111, 2016 Nev. LEXIS 5, *15, 132 Nev. Adv. Rep. 5 (Nev. January 28, 2016).
17

18 If a plaintiff “properly allege[s] the foreclosure was *void* and not merely voidable, *tender*
19 *[is] not required* to state a cause of action for quiet title.” *Palmer v. MTC Fin., Inc.*, 2017 U.S.
20 Dist. LEXIS 81371, *27, 2017 WL 2311680 (E.D. Cal. May 26, 2017) (citing *Sciaratta*, 247
21 Cal. App. 4th at 568).
22

23 Consideration may be any benefit conferred or any detriment suffered, and the law will
24 not enter into an inquiry as to its adequacy. *See Nyberg v. Kirby*, 65 Nev. 42, 51, 188 P.2d 1006,
25

26
27
28 ⁵³ *Chapman v. Deutsche Bank Nat’l Trust Co.*, 129 Nev. 314, 302 P.3d 1103, 2013 Nev. LEXIS
45, 129 Nev. Adv. Rep. 34, 2013 WL 2364178 (Nev. May 30, 2013).

1 1010 (1948) (interpreting California law). Further, the performance may be "(a) an act other than
2 a promise, or (b) a forbearance, or (c) the creation, modification, or destruction of a legal
3 relation." Restatement (Second) of Contracts § 71(3) (Am. Law. Inst. 1981), *cited with approval*
4 *in Southwest Gas Corp. v. Ahmad*, 99 Nev. 594, 598, 668 P.2d 261, 263 (1983).

5 Plaintiff, as the title-homeowner of record, has openly and notoriously controlled and
6 occupied the property since 1998. Plaintiff has paid and continues to pay state, county and
7 municipal property taxes, insurance, HOA fees, electric, gas, water, sewer, trash, maintains all
8 repairs, etc.; except that Plaintiff did not have the ability to pay property taxes for a period of
9 time due to voluntary payments allegedly made toward the property by defendants: (i) without
10 protest, (ii) without Plaintiff's consent, (iii) without a pressing tax foreclosure sale, and (iv) with
11 complete knowledge of the 2015 title insurance claim that disclosed a senior, unreleased, 2004
12 Bank of America lien. On June 13, 2019, defendants recorded a Notice of Trustee Sale as an
13 adverse claim that jeopardized the superiority of Plaintiff's title to the property. Plaintiff is
14 informed and believes and, based thereon asserts that he was not in default because his identity
15 was stolen to obtain the 2007 BNC loan, and the 2004 Bank of America loan was satisfied or
16 settled by way of the consent judgment styled as State of Nevada v. Countrywide Financial
17 Corporation. Similar to the disbursement procedures of the unrelated check received by Plaintiff
18 from the class action settlement of Waldrup v. Countrywide Financial Corporation, Plaintiff *did*
19 *nothing* to receive benefits under said consent judgment. Nonetheless, Plaintiff received and
20 possesses the original 2004 Bank of America note and deed of trust stamped "paid in full,"
21 accompanied by a pay off letter addressed directly to Plaintiff from Bank of America. Plaintiff's
22 Motion requests a judicial declaration from the Court that defendants have no right, title, estate,
23 lien or interest in the property adverse to Plaintiff's ownership. The question as to whether the
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1 2007 BNC loan is *void ab initio* turns on the question of contract formation, which as described
2 above, does not appear to have formed.

3 **2. Elements of contract formation that cannot be proven by Defendants**

4 Plaintiff contends that defendants cannot demonstrate a triable issue of fact as to whether
5 U.S. Bank has a superior right to title due to defendants' failure to show that the originating bank
6 satisfied the elements of contract formation, rendering the 2007 BNC loan *void ab initio*. The
7 record reflects, through the affidavits and other materials, that in connection with the recordation
8 of the 2007 BNC loan there is no admissible evidence that conclusively demonstrates: (i) a
9 meeting of the minds; (ii) offer and acceptance; and (iii) consideration. The Court denied
10 defendants' request for judicial notice of the purported 2007 BNC note/deed on November 25,
11 2019. The computer-generated printout from Bank of America is unreliable to determine who
12 performed payment, as the printout does not reveal the identity of the payor. Defendants cannot
13 prove that the 2004 Bank of America loan was not satisfied or settled via consent judgment, as
14 Plaintiff has established that on at least one occasion, Countrywide Financial Corporation mailed
15 Plaintiff an unsolicited payment related to a home loan settlement action. Defendants can not
16 prove they maintain the property repairs, cannot demonstrate they made the last tax payment, do
17 not pay HOA fees, utilities, water, sewer, trash, etc.

18 Plaintiff is entitled to judgment as a matter of law on his declaratory relief claim for the
19 same reasons as his quiet title claim. As the title-owner, Plaintiff possesses a protectable interest
20 in the Property; Defendants' recording of the Notice of Trustee Sale ripened the "adverse claim"
21 element of NRS 40.010; and Plaintiff has requested the Court to settle and afford relief from
22 uncertainty and insecurity with respect to rights, status and other legal relations between the
23 parties. Plaintiff prays that the Court enter an Order extinguishing U.S. Bank's purported deed
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1 of trust and vested clear title in Plaintiff, leaving U.S. Bank and the other defendants nothing to
2 foreclose.

3 **D. Plaintiff is entitled to summary judgment on claim 4: Slander of Title**

4 **1. Burden of Proof and Elements**

5 The elements of a claim for slander of title are: (1) that the words spoken were false; (2)
6 malice; and (3) special damages. Rowland v. Lepire, 99 Nev. 308, 313, 662 P.2d 1332, 1335
7 (1983). In order to prove malice, it must be shown that the defendant knew that the statement
8 was false or acted in reckless disregard of its truth or falsity. Id.

9 Here, a title insurance claim was made by Defendant Ocwen and/or its agent on July 21,
10 2015; the Ocwen Title Issue Form that indicated to preclude further foreclosure proceedings was
11 generated on September 08, 2015 due to the unreleased first lien of Bank of America; and said
12 document was produced as part of Defendant U.S. Bank's initial disclosures. When defendants
13 recorded the notice of trustee sale on June 13, 2019, they knew that the statements recited therein
14 were false and/or were made with a reckless disregard for the truth due to Defendants Ocwen,
15 PHH and Westerns' responses to discovery requests to which they admitted having knowledge of
16 the 2015 title insurance claim, which revealed the unreleased 2004 Bank of America lien and,
17 Defendant U.S. Bank's response to discovery requests to which it admitted having knowledge of
18 the contemporaneous liens that remained in public records from 2007 to 2017. Plaintiff was
19 required to retain the services of an attorney, unbundled, for multiple hearings in this matter and
20 anticipates he will incur further attorney's fees on the hearing date of the instant motion.

21 The deed and encumbrance report from AFCU, public records, and defendants' responses
22 to discovery requests reflect that the Bank of America lien simultaneously remained active in
23 public records with the BNC lien for nearly 10 years. Defendants' discovery responses as to
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1 why a lien release was not requested from Bank of America in that 10-year period was that
2 defendants were not obligated to request a lien release from Bank of America and therefore, it
3 did not. As a direct and foreseeable consequence of defendants' failure to mitigate damages, the
4 2007 BNC lien caused Plaintiff's application for a home equity line of credit to be denied,
5 harming and damaging Plaintiff.
6

7 **2. Elements of Slander of Title that cannot be proven by Defendants**

8 Defendants cannot prove that the words spoken in the Notice of Trustee Sale recorded on
9 June 19, 2019 were not false because, defendants admitted they had knowledge of the 2015 title
10 insurance claim, which findings precluded continuing foreclosure action on the subject property
11 due to a senior, unreleased lien, rendering uncertainty as to Defendant U.S. Bank's authority to
12 exercise the power of sale. Defendants cannot prove that Plaintiff does not have special damages
13 because Plaintiff's unbundled counsel has made several appearances throughout the litigation.
14 Defendants cannot prove that their acts were without malice because they knew that the recitals
15 contained within the Notice of Trustee Sale were false, and defendants, collectively and
16 unconscionably, attempted to seize or possess Plaintiff, a disabled senior citizen, from his home
17 of 22 years.
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20 ***E. Plaintiff is entitled to summary judgment on U.S. Bank's claim of: Unjust Enrichment***

21 **1. Burden of Proof and Elements**

22 Unjust enrichment claims are subject to a four-year limitations period under Nevada
23 law. *In re Amerco Derivative Litig.*, 127 Nev. 196, 252 P.3d 681, 703 (Nev. 2011) ("The statute
24 of limitation for an unjust enrichment claim is four years.") (citing NRS 11.190(2)(c)).
25

26 "For purposes of the running of statute of limitations, a trier of fact must determine, as a
27 question of fact, when the [defendant] knew or in the exercise of proper [*6] diligence should
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1 have known of the facts constituting the elements of his breach of contract claim. "The doctrine
2 of unjust enrichment or recovery in quasi contract applies to situations where there is no legal
3 contract but where the person sought to be charged is in possession of money or property which
4 in good conscience and justice he should not retain but should deliver to another [or should pay
5 for]." (alteration in original) (quoting 66 Am. Jur. 2d Restitution § 11 (1973)).

6
7 An action based on a theory of unjust enrichment is not available when there is an
8 express, written contract, because no agreement can be implied when there is an express
9 agreement. 66 [*756] Am. Jur. 2d *Restitution* § 6 (1973). "The doctrine of unjust enrichment or
10 recovery in quasi contract applies to situations where there is no legal contract but where the
11 person sought to be charged is in possession of money or property which in good conscience and
12 justice he should not retain but should deliver to another [or should pay for]." 66 Am. Jur.
13 2d *Restitution* § 11(1973); see *Lipshie v. Tracy Investment Co.*, 93 Nev. 370, 379, 566 P.2d 819,
14 824 (1977) ("To permit recovery by quasi-contract where a written agreement exists would
15 constitute a subversion [***16] of contractual principles."). *LeasePartners Corp. v. Robert L.*
16 *Brooks Trust Dated Nov. 12, 1975*, 113 Nev. 747, 755-756, 942 P.2d 182, 187, 1997 Nev.
17 LEXIS 91, *15-16 (Nev. July 15, 1997).

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20 "A plaintiff must show that it conferred a benefit on the defendant, that the defendant
21 appreciated the benefit, and that the defendant accepted and retained the benefit under
22 circumstances where it would be inequitable for the defendant not to reimburse the
23 plaintiff." *Certified Fire Prot., Inc. v. Precision Constr., Inc.*, 128 Nev. 371, 381, 283 P.3d 250,
24 257 (2012).

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26 The voluntary payment doctrine is an affirmative defense that provides that one who
27 makes a payment voluntarily cannot recover it on the ground that he or she was under no legal
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1 obligation to make the payment. The "voluntary" in the voluntary payment doctrine does not
2 entail the mere payment of the bill or fee. Instead, it considers the willingness of a person to pay
3 a bill without protest as to its correctness or legality. *Nev. Ass'n Servs. v. Eighth Judicial Dist.*
4 *Court of Nev.*, 130 Nev. 949, 951, 338 P.3d 1250, 1252, 2014 Nev. LEXIS 118, *1, 130 Nev.
5 *Adv. Rep. 94* (Nev. December 4, 2014). "Once a defendant shows that a voluntary payment was
6 made, the burden shifts to the plaintiff to demonstrate that an exception to the voluntary payment
7 doctrine applies." *Id.* The Nevada Supreme Court has held that the defense-of-property
8 exception to the voluntary-payment doctrine is inapplicable "when a lien is not subject to
9 ongoing or imminent foreclosure proceedings." *Id.*

11 **2. Elements of unjust enrichment that cannot be proven by U.S. Bank**

12 Here, Defendant U.S. Bank knew, or should have known that its purported counterclaim
13 accrued, at the very latest, at the time of the September 08, 2015 title insurance findings of the
14 senior, unreleased 2004 Bank of America lien, included in U.S. Banks's initial disclosures as
15 Bates no. USBNA00252-254. Defendant U.S. Bank's substantive allegations concern conduct
16 that predates its counterclaim by more than 4 years. Defendant U.S. Bank cannot establish that it
17 did not know about the conflicting liens in public record within the previous 4 years before
18 commencing its counterclaim to overcome the statute of limitations. Accordingly, because U.S.
19 Bank filed its counterclaim more than four years after being made aware of the unreleased 2004
20 Bank of America lien, its unjust enrichment claim exceeds the statute of limitations and is not
21 properly before the Court.⁵⁴

22 Defendant U.S. Bank's unjust enrichment counterclaim is based upon not being
23 reimbursed for alleged payments for: (i) the 2004 Bank of America loan; (ii) a direct payment to

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28 ⁵⁴ *Bank of N.Y. Mellon v. Hillcrest at Summit Hills Homeowners Ass'n*, 2019 U.S. Dist. LEXIS
17119, *8, 2019 WL 415324 (D. Nev. January 31, 2019).

1 Plaintiff; (iii) property taxes; and (iv) insurance premiums on the property. Addressing the first
2 two items, U.S. Bank's response to Plaintiff's discovery requests indicate that it is not in
3 possession, custody or control of negotiated checks and/or wire transfers that reflect payment
4 either to Bank of America or directly to Plaintiff. Addressing the third and fourth items, Plaintiff
5 asserts that these claims are barred by the voluntary payment doctrine because Defendant U.S.
6 Bank neither argues that it made these alleged payments under protest or without knowledge of
7 the underlying facts surrounding the uncertainty of title. Defendant U.S. Bank cannot prove that
8 it made any payments with the knowledge or consent of Plaintiff, and so U.S. Bank cannot
9 recover, based on the voluntary payment doctrine. Defendant U.S. Bank purports to be a
10 lienholder, not a property owner. It has not plausibly alleged that any benefit that Plaintiff
11 obtained through occupying the property was a benefit conferred by Defendant U.S. Bank or that
12 in equity and good conscience belongs to U.S. Bank.⁵⁵ Plaintiff has met his burden of showing
13 that to the extent U.S. Bank made payments towards the property, if any, they were voluntary.
14 This is sufficient to shift the burden to U.S. Bank to come forward with evidence establishing
15 that an exception to the voluntary payment doctrine applies.
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19 By asserting a claim of unjust enrichment, Defendant U.S. Bank, by operation of law,
20 concedes that there is *no written contract* and its purported damages are implied. However,
21 there is also no evidence to support the finding that Plaintiff assumed the terms of the purported
22 2007 BNC loan. Plaintiff moves for summary judgment against Defendant U.S. Bank's unjust
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27 ⁵⁵ See *U. S. Bank Nat'l Ass'n v. Saticoy Bay LLC Series 3930 Swenson*, 2018 U.S. Dist. LEXIS
28 109820, *19, 2018 WL 3231245 (D. Nev. July 2, 2018).

1 enrichment counterclaim because U.S. Bank did not confer a benefit on Plaintiff by virtue of the
2 purported 2007 BNC loan.

3 Defendant U.S. Bank has also failed to demonstrate that at the time it purportedly caused
4 tax payments to be made on the subject property, that a tax foreclosure sale was pending against
5 the property or imminent. Defendant U.S. Bank, its agents and/or predecessors not only failed to
6 protest tax payments upon the property, but caused Plaintiff's tender of tax payments to be
7 rejected despite Plaintiff's objections. Certainly, Plaintiff did not appreciate the fact that
8 defendants hijacked his ability to pay his property taxes, and Plaintiff took measures to resume
9 making tax payments directly to the Clark County Treasurer as evidenced by the tax records.
10 Plaintiff has carried his burden of showing no genuine issue of material fact exists as to the
11 unjust enrichment counterclaim and that Plaintiff is entitled to judgment as a matter of law.
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13
14 ***E. Plaintiff is entitled to summary judgment on U.S. Bank's claim of Equitable Mortgage***

15 **1. Burden of Proof and Elements**

16 "An 'equitable mortgage' is a lien upon property to secure payment of money that lacks
17 the essential features of a legal mortgage, either because it grows out of a transaction between
18 the parties without any deed or express contract to give a lien or because the instrument used for
19 that purpose is lacking some of the characteristics of a common law mortgage." 59
20 C.J.S. *Mortgages* § 32 (2020). Here, however, there is no agreement between Plaintiff and
21 Defendant U.S. Bank. This claim therefore is legally deficient. *See Las Vegas Dev. Grp., LLC v.*
22 *Yfantis*, 173 F. Supp. 3d 1046, 1059 (D. Nev. 2016) (dismissing a claim under similar
23 circumstances). *Bank of N.Y. Mellon v. Ravenstar Invs.*, 2020 U.S. Dist. LEXIS 170835, *6,
24 2020 WL 5571036 (D. Nev. September 17, 2020).
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1 “Although an equitable mortgage action depends on several objective factors, the court is
2 ultimately called upon to determine the subjective intent of the parties. The objective factors are
3 simply evidence of the elusive subjective intent of the parties. Therefore, a claim that a deed
4 absolute on its face is to operate as a mortgage is a claim that the parties intended to create
5 the mortgage.” *Bidart v. American Title Ins. Co.*, 103 Nev. 175, 176, 734 P.2d 732, 733, 1987
6 Nev. LEXIS 1605, *1 (Nev. March 31, 1987).

8 **2. Elements of Equitable Mortgage that cannot be proven by U.S. Bank**

9 Defendant U.S. Bank cannot prove, with admissible evidence, the existence of a
10 mortgage-type relationship with Plaintiff; cannot point to any action of Plaintiff that
11 demonstrates an implied agreement or that Plaintiff subjectively intended to enter into a
12 mortgage agreement with U.S. Bank, its agents and/or predecessors; U.S. Bank cannot prove that
13 it protested to any payments made toward the property, if any; cannot prove that Plaintiff
14 engaged in any act of fraud, coercion, or mistake of fact; and cannot prove that it was not aware
15 of the coexistence of liens that remained in public records from 2007 to 2017, as it already
16 admitted to its knowledge of this fact in response to discovery requests. Defendant U.S. Bank
17 did not and does not have title to the property; thus, any alleged payments it made did not serve
18 to save its interest in the property. Even if U.S. Bank had retained some interest in the property,
19 it has not established that its interest was in danger of being extinguished if the tax payments
20 were not made, as no tax foreclosure sale was impending, and Plaintiff was making tax
21 payments, when permitted. The fact that U.S. Bank’s Counterclaim fails to plead that it made
22 tax payments under protest or lacked knowledge of the facts, is sufficient for Plaintiff to meet his
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1 initial burden of proof under the Voluntary Payment Doctrine.⁵⁶ Plaintiff has carried his burden
2 of showing no genuine issue of material fact exists as to the equitable mortgage counterclaim and
3 respectfully requests judgment as a matter of law.

4 ***E. Plaintiff is entitled to summary judgment on U.S. Bank's claim of Equitable Subrogation***

5 **1. Burden of Proof and Elements**

6 “The doctrine of equitable subrogation allows individuals to pay off an encumbrance to
7 assume the same position as the previous holder. *Han v. United States*, 944 F.2d 526, 529 (9th
8 Cir. 1991). *HN9* Equitable subrogation is generally appropriate where (1) the subrogee made the
9 payment to protect his or her own interest, (2) the subrogee did not act as a volunteer, (3) the
10 subrogee was not primarily liable for the debt, (4) the subrogee paid off the entire encumbrance,
11 and (5) subrogation would not work any injustice to the rights of the junior lienholder. *Mort v.*
12 *United States*, 86 F.3d 890, 894 (9th Cir. 1996) (citing *Han*, 944 F.2d at 529).” *Home Haven,*
13 *Inc. v. United States*, 1999 U.S. Dist. LEXIS 12786, *7, 99-2 U.S. Tax Cas. (CCH) P50,842, 84
14 A.F.T.R.2d (RIA) 99-5704, 1999 WL 691869 (D. Nev. July 21, 1999)

15 “Even if a party meets all five tests, equitable subrogation is not appropriate when the
16 individual has actual knowledge of a preexisting subordinate encumbrance.” *Id.*

17 **2. Elements of Equitable Subrogation that cannot be proven by U.S. Bank**

18 Defendant U.S. Bank cannot prove that it had no knowledge of a preexisitng
19 encumbrance as its responses to discovery requests admit that it knew about the
20 contemporaneous liens that remained in public records from 2007 to 2017; U.S. Bank cannot
21 prove that it possesses title to the property; thus, any alleged payments it made did not serve to

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27 ⁵⁶ *JPMorgan Chase Bank, N.A. v. SFR Invs. Pool I, LLC*, 200 F. Supp. 3d 1141, 1177, 2016 U.S.
28 Dist. LEXIS 99525, *71, 2016 WL 4084036 (D. Nev. July 28, 2016).

1 save its interest in the property. U.S. Bank cannot overcome its burden under the voluntary
2 payment doctrine because it did not protest alleged payments or lack knowledge of the facts
3 concerning the property; U.S. Bank cannot prove that its predecessor, BNC, paid off the 2004
4 Bank of America loan; and U.S. Bank cannot prove that any benefit was conferred upon Plaintiff
5 by virtue of the purported 2007 BNC loan. Plaintiff has carried his burden of showing no
6 genuine issue of material fact exists as to the equitable subrogation counterclaim and respectfully
7 requests judgment as a matter of law.
8

9 **WHEREFORE**, Plaintiff prays that the Court enters orders as follows:

- 10 1. Find that Plaintiff was not in default when the power of sale was exercised;
- 11 2. A judicial declaration that the title to parcel no. 139-09-217-099 is vested in Plaintiff
12 alone and that Defendants, and all other persons unknown, and each of them, be declared to have
13 no right, title, estate, lien, equitable mortgage, equitable subrogation, or interest in the real
14 property described in the Complaint adverse to Plaintiff's ownership, or any cloud upon
15 Plaintiff's title thereto, and Grant an Order to lift the lien from parcel no. 139-09-217-099 that
16 was recorded on January 25, 2007 in the official records of Clark County, Nevada;
17
18 3. That Defendants, and all other persons unknown, their agents or assigns, be forever
19 enjoined from asserting any right, title, estate, lien, equitable mortgage, equitable subrogation or
20 interest in the real property described in the Complaint adverse to Plaintiff's ownership, or any
21 cloud upon Plaintiff's title thereto;
22
23 4. Find that defendants slandered the title to Plaintiff's property;
- 24 5. Find that Defendants, and each of them, acted with malice and oppressed Plaintiff with
25 respect to Plaintiff's right, title, estate, lien or interest in the real property described in the
26 Complaint;
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- 1 6. For compensatory, special, general and punitive damages; and
2 7. For any other and further relief as the Court deems just and proper.

3 **DATED** this 5th day of April, 2021.

4 /s/ Tyrone Keith Armstrong
5 TYRONE KEITH ARMSTRONG
6 3713 Brentcove Drive
7 North Las Vegas, Nevada 89032
8 Telephone: (702) 491-8426
Email: performanceoneautomotive@gmail.com
Plaintiff Pro Se

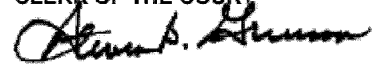
9 **CERTIFICATE OF SERVICE**

10 I HEREBY CERTIFY that on this 5th day of April, 2021, I served a true and correct copy
11 of the foregoing *Plaintiff's Amended Motion for Partial Summary Judgment Vol.1*, via the Court
12 designated electronic service and/or U.S. Mail, first class postage prepaid, addressed to the
13 following:
14

15 HOUSER, LLP
16 Jeffrey S. Allison, Esq.
17 6671 S. Las Vegas Boulevard
18 Las Vegas, Nevada 89119
19 Email: jallison@houser-law.com
Attorney for:
20 *Ocwen Loan Servicing, LLC;*
PHH Mortgage Corporation;
Western Progressive-Nevada, Inc.

21 FOX ROTHSCHILD, LLP
22 Kevin M. Sutehall, Esq.
23 John L. Grossman, Esq.
24 1980 Festival Plaza Drive Ste. 700
25 Las Vegas, Nevada 89135
ksutehall@foxrothschild.com
jgrossman@foxrothschild.com
26 *Attorneys for U.S. Bank National Association, as Trustee for Structured Asset Securities*
Corporation Mortgage Pass-Through Certificates, Series 2007-B3

27 By: /s/ Tyrone K. Armstrong
28 TYRONE K. ARMSTRONG
Plaintiff Pro Se



MPSJ

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:	XVIII
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.; and ROE BUSINESS ENTITIES)		
1 through 20;)		
)		
Defendants.)		

PLAINTIFF'S AMENDED MOTION FOR PARTIAL SUMMARY JUDGMENT VOL. 2

PLAINTIFF'S DOCUMENTS

<u>EXHIBIT NO.</u>	<u>PDF PAGE NUMBER</u>
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3	EXHIBIT 7	70-84
4	EXHIBIT 8	85-160
5	EXHIBIT 9	161-171
6	EXHIBIT 10	172-181
7	EXHIBIT 11	182-211
8	EXHIBIT 12	212-213
9	EXHIBIT 13	214-215
10	EXHIBIT 14	216-218
11	EXHIBIT 15	219-253
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1	EXHIBIT 28	364-366
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4	EXHIBIT 31	375-385
5	EXHIBIT 32	386-392
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8	EXHIBIT 35	416-440
9	EXHIBIT 36	441-444
10	EXHIBIT 37	445-447

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 5th day of April, 2021, I served a true and correct copy of the foregoing *Plaintiff Amended Motion for Partial Summary Judgment Vol. 2* 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.

FOX ROTHSCHILD, LLP
Kevin M. Sutehall, Esq.
John L. Grossman, Esq.
1980 Festival Plaza Drive Ste. 700
Las Vegas, Nevada 89135
ksutehall@foxrothschild.com
jgrossman@foxrothschild.com

Attorneys for U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-B3

By: /s/ Tyrone K. Armstrong
TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
(702) 491-8426
performanceoneautomotive@gmail.com
Plaintiff Pro Se

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EXHIBIT 1

Search Results Print

You searched under: **Parcel Number** for: **199-09-217-099** 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
<u>INNOVATIONS AT HIDDEN CANYON INC</u>	SCHWARTZ MITCHELL B	19931119000001	DEED		11/19/1993 8:00:00 AM	139-09-217-099		120575.0000
<u>NATIONAL DEFAULT SERVICING CORPORATION</u>	NORTHWEST MORTGAGE CORPORATION	199606300000061	TRUSTEE DEED		6/30/1998 8:46:28 AM	139-09-217-099		120990.0000
<u>HOUSING AND URBAN DEVELOPMENT</u>	ARMSTRONG TYRONE K	199812230001030	DEED		12/23/1998 3:25:00 PM	139-09-217-099		120750.0000
<u>ARMSTRONG TYRONE</u>	TO WHOM IT MAY CONCERN	200312230003211	HOMESTEAD	Abandon	12/23/2003 2:58:10 PM	139-09-217-099		
<u>ARMSTRONG TYRONE K</u>	FINANCE AMERICA LLC	200312230003212	DEED OF TRUST		12/23/2003 2:58:10 PM	139-09-217-099		
<u>WELLS FARGO HOME MORTGAGE INC</u>	ARMSTRONG TYRONE K	200401120003689	SUBSTITUTION/RECONVEYANCE		1/12/2004 4:55:41 PM	139-09-217-099		
<u>ARMSTRONG TYRONE K</u>	NEW CENTURY MORTGAGE CORPORATION	200412290002076	DEED OF TRUST		12/29/2004 10:32:25 AM	139-09-217-099		
<u>FINANCE AMERICA LLC</u>	ARMSTRONG TYRONE K	200501190002135	SUBSTITUTION/RECONVEYANCE		1/19/2005 3:48:25 PM	139-09-217-099		
<u>ARMSTRONG TYRONE K</u>	ANC MORTGAGE INC	200701250003370	DEED OF TRUST		1/25/2007 2:08:21 PM	139-09-217-099		
<u>RECONTRUST COMPANY NA</u>	ARMSTRONG TYRONE K	200702030002320	SUBSTITUTION/RECONVEYANCE		2/3/2007 8:01:12 AM	139-09-217-099		
<u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC</u>	US BANK NATIONAL ASSOCIATION EE	201005050002230	ASSIGNMENT		5/6/2010 7:12:00 AM	139-09-217-099		0.0000
<u>US BANK NATIONAL ASSOCIATION EE</u>	COOPER CASTLE LAW FIRM LLP	201005060002252	SUBSTITUTION	TRUSTEE	5/6/2010 11:20:05 AM	139-09-217-099	PG 1 BOTTOM MARGIN	0.0000
<u>ARMSTRONG TYRONE</u>	COOPER CASTLE LAW FIRM LLP THE	201005060002260	BREACH & ELECTION TO SELL		5/6/2010 11:20:05 AM	139-09-217-099		0.0000
	ARMSTRONG TYRONE K	201210110001009	DEFAULT	RESCISSION		139-09-		0.0000

Refresh								
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
COOPER CASTLE LAW FIRM LLP					10/11/2012 12:06:20 PM	217-099		
US BANK NATIONAL ASSOCIATION EE	WESTERN PROGRESSIVE NEVADA INC	201401210000722	SUBSTITUTION	TRUSTEE	1/21/2014 8:08:39 AM	139-09-217-099	TEXT IN THE RIGHT MARGIN PG 2	0.0000
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION EE	201504050000759	ASSIGNMENT		4/6/2015 8:05:57 AM	139-09-217-099		0.0000
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		6/27/2019 12:01:40 PM	139-09-217-099		0.0000

GENERAL INFORMATION	
PARCEL NO.	139-09-217-099
OWNER AND MAILING ADDRESS	ARMSTRONG TYRONE K 3713 BRENTCOVE DR NORTH LAS VEGAS NV 89032-3157
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	3713 BRENTCOVE DR NORTH LAS VEGAS
ASSESSOR DESCRIPTION	CHEYENNE RIDGE-UNIT 2A PLAT BOOK 54 PAGE 67 LOT 1 BLOCK 4
RECORDED DOCUMENT NO.	* 19981223:01630
RECORDED DATE	Dec 23 1998
VESTING	NS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	250
APPRAISAL YEAR	2019
FISCAL YEAR	2020-21
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2019-20	2020-21
LAND	17500	19950
IMPROVEMENTS	50004	50544
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	67504	70494
TAXABLE LAND+IMP (SUBTOTAL)	192869	201411
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	67504	70494
TOTAL TAXABLE VALUE	192869	201411

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.16 Acres
ORIGINAL CONST. YEAR	1994
LAST SALE PRICE MONTH/YEAR SALE TYPE	129950 6/1998 T - Trustee's Deed
LAND USE	20.110 - Single Family Residential
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	1852	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE	One Story	SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	3	TYPE OF CONSTRUCTION	Frame-Stucco
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	2 FULL	ROOF TYPE	Concrete Tile
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	380				

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EXHIBIT 2

State of Nevada

ESCROW NO: 98220456LS

GRANT DEED

CASE NO: 332-250675

3713 BRENTCOVE DRIVE
NORTH LAS VEGAS, NV. 89030

This Indenture, Made this 16th day of December 1998, between ANDREW M. CUOMO
Secretary of Housing and Urban Development of Washington, D.C., party of the first part, and
TYRONE K. ARMSTRONG, A SINGLE MAN

party(ies) of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum of ten dollars (\$10.00), lawful money of the United States of America, to him in hand paid by said party(ies) of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain and sell unto the said party(ies) of the second part, and to the heirs and assigns of said party(ies) of the second part, forever, all that certain lot, piece or parcel of land situate in,
County of CLARK

described as follows, to wit:
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.
APN: 139-09-217-099

Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (42 USC 3531).

Subject, however, to all conditions, covenants, restrictions, reservations, easements, rights and limitations upon the use of said property and premises appearing upon the public records or enforced under the ordinances or laws of the State of Nevada or any of its political subdivisions, or any rights of way or other easements; and subject to any state of facts an accurate survey would show.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

To Have and to Hold the said premises, together with the appurtenances unto the said party(ies) of the second part, and to the heirs and assigns of the said party(ies) of the second part, forever.

Party of the first part, for himself, his successors and assigns, will forever warrant and defend said described real estate against the lawful claims or demands of any person or persons whomsoever claiming by, through or under him, but no further or otherwise.

In Witness Whereof the undersigned has set his, her hand and seal as Representative

the said Secretary of Housing and Urban Development, under, under authority and by virtue of 35 F.R. 16106 (10, 14; 70), as amended.
Signed, sealed and delivered
in presence of:

By John M. Hayes Jr. (Seal)
John M. Hayes Jr. (Title)
HUD Office, Las Vegas, Nevada

State of ~~Nevada~~ ARIZONA)
County of ~~CLARK~~ MARICOPA) ss

On this 16th day of December 1998, personally appeared before me, the undersigned, a notary public in and for the County and State aforesaid John M. Hayes Jr. known to me to be the duly appointed

and the person who executed the foregoing instrument by virtue of the above cited authority and acknowledged the foregoing instrument to be his/her free act and deed as REPRESENTATIVE of ANDREW M. CUOMO, Secretary of Housing and Urban Development, before me.

In witness whereof, I have hereunto set my hand and affixed my official seal at my office in the said County and State, the day and year in this certificate first above written.



Kenneth P. Barilli
Notary Public
County of

My Commission Expires:

WHEN RECORDED MAIL TO: TYRONE K. ARMSTRONG 3713 BRENTCOVE DRIVE NORTH LAS VEGAS, NV. 89030

Previous Editions Are Obsolete

HUD-91846(5-85 Edition)
Reprinted 8-86

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CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:

STEWART, TITLE OF NEVADA
12-23-98 15:25 JYB

OFFICIAL RECORDS

BOOK: 981223 INST: 01630

FEE: .00 RPTT: EX4002

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CERTIFIED COPY, THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDS OF THE
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EXHIBIT 3

Figure 1

(a) **Flowchart illustrating the study design.**

(b) **Baseline characteristics of the study population.**

(c) **Comparison of baseline characteristics between the two groups.**

(d) **Comparison of baseline characteristics between the two groups.**

(e) **Comparison of baseline characteristics between the two groups.**

(f) **Comparison of baseline characteristics between the two groups.**

(g) **Comparison of baseline characteristics between the two groups.**

(h) **Comparison of baseline characteristics between the two groups.**

(i) **Comparison of baseline characteristics between the two groups.**

(j) **Comparison of baseline characteristics between the two groups.**

(k) **Comparison of baseline characteristics between the two groups.**

(l) **Comparison of baseline characteristics between the two groups.**

(m) **Comparison of baseline characteristics between the two groups.**

(n) **Comparison of baseline characteristics between the two groups.**

(o) **Comparison of baseline characteristics between the two groups.**

(p) **Comparison of baseline characteristics between the two groups.**

(q) **Comparison of baseline characteristics between the two groups.**

(r) **Comparison of baseline characteristics between the two groups.**

(s) **Comparison of baseline characteristics between the two groups.**

(t) **Comparison of baseline characteristics between the two groups.**

(u) **Comparison of baseline characteristics between the two groups.**

(v) **Comparison of baseline characteristics between the two groups.**

(w) **Comparison of baseline characteristics between the two groups.**

(x) **Comparison of baseline characteristics between the two groups.**

(y) **Comparison of baseline characteristics between the two groups.**

(z) **Comparison of baseline characteristics between the two groups.**



Correspondence Address:
Norwest Mortgage, Inc.
Customer Service Department
2655 East Magnolia Ave., Suite 200
Phoenix, AZ 85034

Phone #: (800) 288-3212
Fax #: (602) 306-2555
TTY Deaf/Hard of Hearing #: (800) 934-9998

#BWNDXCT
#4730006979089048#

017547

TYRONE K ARMSTRONG
3713 BRENTCOVE DRIVE
NORTH LAS VEGAS NV 89030-3157

The following table shows the results of the regression analysis for the dependent variable "Number of children in the household" (N = 1,000). The independent variables are "Age of the head of household" and "Gender of the head of household". The results are presented in the following table:

Account Information:

Statement Date:	04/12/99
Loan Number:	6979089
Interest Rate:	7.000%
NEXT PAYMENT DUE DATE:	04/01/99
Current Payment:	05/01/99 \$982.36
Past Due Payment(s)	\$982.36
Unpaid Late Charges	\$.00
Other Charges	\$.00

TOTAL AMOUNT DUE	\$1,964.72
------------------	------------

Where to Send Payments:

Regular Mail: P.O. Box 7190, Pasadena, CA 91109-7190
Overnight Mail: 666 Walnut MS# 4032,
Des Moines, IA 50309

Property Address:

3713 BRENTCOVE DRIVE
NORTH LAS VEGAS NV 89030

Activity Since Your Last Statement

Date	Description	Principal	Interest	Escrow	Late Charge	Miscellaneous	Total
04/02	PMI/FHA INS			\$48.23		HUD RISK-BASED	\$48.23

Principal Balance *
As of 04/12/99
\$118,159.41

Interest Paid
Year to Date
\$1,380.23

Escrow Balance
As of 04/12/99
\$103.28

Taxes Paid
Year to Date
\$348.00

* This is your Principal Balance only, not the amount required to pay your loan in full.

Important Messages

Preparing for the Year2000:
As of December 31, 1998, Norwest Mortgage had met its goal of correcting and testing all critical systems. We will continue our Year2000 efforts throughout 1999, further testing and correcting non-critical systems, while working toward our goal of no visible effect on customers, clients or shareholders. We anticipate no interruption in service as a result of our Year2000 efforts. For more information, visit <http://www.norwest.com>.



NORWEST MORTGAGE, INC.
2051 KILLEBREW DR., Suite 500
ATTN: Escrow Analysis
BLOOMINGTON MN 55479-2563

(800) 288-3212
TTY/DEAF/HARD OF HEARING
(800) 934-9998

ESCROW ACCOUNT STATEMENT

TYRONE K ARMSTRONG
3713 BRENTCOVE DRIVE
NORTH LAS VEGAS NV 89030

10312

LOAN NO: 5979089

ABOUT THIS STATEMENT

Prepared on 07/09/99

This statement provides a detailed summary of activity related to your escrow account held by Norwest Mortgage. Norwest Mortgage maintains your escrow account to pay such items as property taxes, insurance premiums and mortgage insurance.

We review your escrow account at least annually to determine any shortage or surplus in your account and if sufficient funds are being collected to pay anticipated expenses. Please review this statement carefully, as it contains all of the information required by Federal regulations to help you understand how Norwest Mortgage calculates your monthly escrow payment and determines the balance required.

YOUR MONTHLY MORTGAGE PAYMENT

CURRENT MORTGAGE PAYMENT

Loan Payment (Principal & Interest)	\$787.41
Escrow Payment	\$194.95
TOTAL PAYMENT	\$982.36

NEW MORTGAGE PAYMENT

Effective (09/01/99)

Loan Payment (Principal & Interest)	\$787.41
Escrow Payment	\$194.90
Escrow Shortage/Surplus:	\$1.03-
TOTAL PAYMENT	\$981.28

Note: Your total monthly payment reflects the monthly amount for repayment of your loan, escrow payments and other services you have requested. This payment may change in the future if you have an adjustable rate mortgage, buydown/assistance subsidies or select optional services. Your payment has been adjusted to reflect the appropriate shortage/surplus amount and your new escrow payment. If you are a user of our automatic mortgage payment option, your monthly deduction will be changed automatically.

CALCULATING YOUR NEW MONTHLY MORTGAGE PAYMENT

Anticipated Annual Escrow Disbursements

MORTGAGE INS	\$576.76	COUNTY TAX	\$1,392.00	HAZARD INS	\$369.00
Total Disbursements	\$2,338.76				
			Monthly Escrow Deposit		\$194.90
			(Total Disbursements Divided by 12)		

Minimum Balance Summary

**Projected Minimum Balance	\$5.13	**Required Minimum Balance	\$0.00
Surplus of	\$5.13		

Continued On Back

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EXHIBIT 4

20031223
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CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:

Assessor's Parcel Number: 13909217099

NATIONAL TITLE COMPANY

Return To: Finance America, LLC
P.O. Box 16637
Irvine CA 92623-6637

12-23-2003 14:58 JBR

OFFICIAL RECORDS

Prepared By: Karen Cornell
16802 Aston Street
Irvine, CA 92606

BOOK/INSTR: 20031223-03212

PAGE COUNT: 25

Recording Requested By: Collateral Management
Finance America, LLC
P.O. Box 16637
Irvine CA 92623-6637

FEE: 63.00
RPTT: .00

NON-COMPLIANCE CHARGE INC: 25.00

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[Space Above This Line For Recording Data]

240034-PIA

DEED OF TRUST

MIN

100052300368019344

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 16, 2003, together with all Riders to this document.

(B) "Borrower" is
TYRONE K ARMSTRONG, A SINGLE MAN

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Finance America, LLC

Lender is a Limited Liability Company
organized and existing under the laws of Delaware

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

Form 3029 1/01

VMP-6A(NV) (0300)

Page 1 of 10

Initials

TA

VMP Mortgage Solutions (800)521-7201

NVAA



LOAN ID: 0036801934

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Lender's address is 16802 Aston Street, Irvine, CA 92606

(D) "Trustee" is KAREN H. CORNELL, ESQ., "

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

(F) "Note" means the promissory note signed by Borrower and dated DECEMBER 16, 2003. The Note states that Borrower owes Lender

ONE HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED AND NO/100 Dollars (U.S. \$ 153,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JANUARY 01, 2034

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

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

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

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to

VM-6A(NV) (0308)

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Initials TH

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LOAN ID: 0036801934

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time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY [Type of Recording Jurisdiction] of CLARK [Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

Parcel ID Number: 13909217099 which currently has the address of
3713 BRENTCOVE DR [Street]
NORTH LAS VEGAS [City], Nevada 89032-3157 [Zip Code]
("Property Address"): 3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032-3157

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

BORROWER COVENANTS that Borrower is lawfully 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

VMP-6A(NV) 10305

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial 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

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Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 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

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 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 can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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attorneys' fees to protect its interest in the Property and/or rights under 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, the arrangement is often termed "captive reinsurance." Further:

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

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(b) Any such 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.

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12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any 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.

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding 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

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Revised

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LOAN ID: 0036801934

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one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined 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.

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LOAN ID: 0036801934

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

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

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any 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. \$

WAMP-6A(NV) (0200)

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Initials

Form 3029 1/01

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LOAN ID: 0036801934

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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:

Tyrone K. Armstrong (Seal)
TYRONE ARMSTRONG -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

VMP-6A(NV) (0306)

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Form 302B 1/01

NVAN

LOAN ID: 0036801934

ARM268

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R 000291

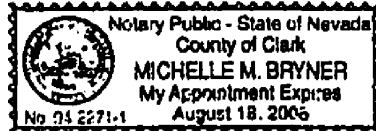
20031223
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STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on 12/17/03

by

TYRONE K. ARMSTRONG



MBryner

Mail Tax Statements To: **TYRONE ARMSTRONG**
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032

VRAP-8A(NV) (0308)

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Initials

Form 3029 1/01

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LOAD ID: 0036801934

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EXHIBIT "A"

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 in Book 930108, Document No. 00777 of Official Records, Clark County, Nevada.

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**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**

Finance America, LLC
P.O. Box 16637
Irvine, Ca 92623-6637

(Space above this line for Recorder's use)

PREPAYMENT RIDER MIN 100052300368019344

DATE: 12/16/03

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of even date herewith (the "Security Instrument") executed by Borrower, as trustor, in favor of

Finance America, LLC ("Lender"), as beneficiary, and also into that certain promissory note (the "Note") of even date herewith executed by Borrower in favor of Lender. To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Prepayment Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

Section 5 of the Note is amended to read in its entirety as follows:

FIRST MORTGAGE

MULTISTATE
(09/10/96)

Page 1 of 2

1196181 (0203)

VMP MORTGAGE FORMS - (800)521-7291

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" 5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of principal at any time before they are due, together with accrued interest. When I make a prepayment, I will tell the Note Holder in writing that I am doing so. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes. If within TWO (2) years from the date of execution of the Security Instrument (as defined above) I make a full prepayment or partial prepayment(s), I will at the same time pay to the Note Holder a prepayment charge. An amount not exceeding twenty percent (20%) of the original principal amount may be prepaid in any twelve-month period without penalty. A prepayment charge will be imposed on any amount prepaid in any twelve-month period in excess of twenty percent (20%) of the original principal amount of the loan which charge shall not exceed an amount equal to the payment of six months' advance interest on the amount prepaid in excess of twenty percent (20%) of the original principal amount.

IN WITNESS WHEREOF, the Borrower has executed this Prepayment Rider on the 17 day of

DECEMBER 2003

Tyrone K. Armstrong
Borrower TYRONE ARMSTRONG

Borrower

Borrower

Borrower

FIRST MORTGAGE

MULTISTATE
(09/10/98)

1196181 (0203)

Page 2 of 2

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LOAN ID: 0036801934

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R 000295

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.03212

Returned To:
Finance America, LLC
P.O. Box 16637
Irvine, Ca 92623-6637

MIN 100052300368019344

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16th day of
DECEMBER, 2003, and is incorporated into and shall be
deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security
Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

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

3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032-3157

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other
such parcels and certain common areas and facilities, as described in

COVENANTS, CONDITIONS AND RESTRICTIONS

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

CHEYENNE RIDGE

[Name of Planned Unit Development]

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

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

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

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

Page 1 of 3

Form 3150 1/01
Initials: TH

VMP-7R (0008)

VMP MORTGAGE FORMS - (800)521-7291



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

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

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

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

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

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

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

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

12345-7R (0008)

Page 2 of 3

Initials: TH

Form 3150 1/01

MCAR

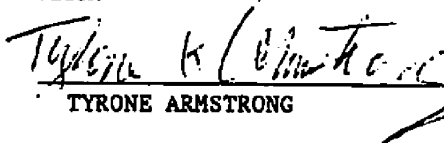
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R 000297

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



TYRONE ARMSTRONG (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

224D-7R (0008)

Page 3 of 3

Form 3150 1/01

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ARM275

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R 000298

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RETURN RECORDED DOC TO:
Finance America, LLC
P.O. Box 16637
Irvine, Ca 92623-6637

MIN 100052300368019344

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 16th day of DECEMBER, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Finance America, LLC

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

3713 BRENT COVE DR, NORTH LAS VEGAS, NV 89032-3157
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of JANUARY 01, 2006, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

MULTISTATE ADJUSTABLE RATE RIDER (LIBOR Index) - Single Family - Freddie Mac UNIFORM INSTRUMENT

VMP-815R (0008) Form 3192 1/01
Page 1 of 4 Initials:
VMP MORTGAGE FORMS - (800)521-7291



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(B) The Index

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

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND NO/100 percentage points (4.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.750 % or less than 6.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 12.750 %. My interest rate will never be lower than the initial interest rate stated in Paragraph A of this Rider.

(E) Effective Date of Changes

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

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Page 2 of 4

Initials: TA

Form 3192 1/01

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(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 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 question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

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

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

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

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Page 3 of 4

Initials: TA

Form 3192 1/01

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

Tyrone K. (line) [Signature] (Seal) _____ (Seal)
TYRONE ARMSTRONG -Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

_____ (Seal) _____ (Seal)
-Borrower -Borrower

LSMP-815R (0008)

Page 4 of 4

Form 3192 1/01

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CERTIFIED COPY. THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDS OF THE
APPROPRIATE AGENCY.

[Handwritten signature]
[Illegible text]

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EXHIBIT 5

20041229-0002078

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
T20040160085

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

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

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

which currently has the address of

3713 BRENTCOVE DRIVE

[Street]

North Las Vegas

[City], Nevada 89032

[Zip Code]

("Property Address"):

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

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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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 can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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:

TYRONE K ARMSTRONG (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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



Timeka Clark

Escrow No.: 04-12-0012TR

EXHIBIT "A"

LEGAL DESCRIPTION

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 and amended by Certificate of Amendment recorded January 8, 1993 in Book 930108 as Document No. 00777, Official Records in the Office of the County Recorder of Clark County, Nevada.

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

THIS ADJUSTABLE RATE RIDER is made this 23rd day of December, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to New Century Mortgage Corporation ("Lender") of the same date and covering the property described in the Security Instrument and located at:
3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.500 %. The Note provides for changes in the interest rate and monthly payments as follows:

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 which 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 at 6.500 % per annum. The result of this calculation will be the amount of my monthly payment until the 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 me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

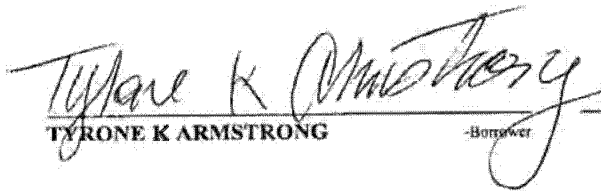
II. GOVERNING LAW - SECURED NOTE

The 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 the Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as the 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 the 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.

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

	
TYRONE K ARMSTRONG	-Borrower
_____	-Borrower
_____	-Borrower
_____	-Borrower
_____	-Borrower

(Sign Original Only)

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23rd day of December, 2004, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to New Century Mortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032

(Property Address)

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in CCBRS

(the "Declaration"). The Property is a part of a planned unit development known as CHEYENNE RIDGE-UNIT 2A

(Name of Planned Unit Development)

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

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

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

1000584013

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01

Page 1 of 3

Initials: *TKH*

VMP-7R (0406)

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

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

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

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

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

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

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

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

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

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


TYRONE K ARMSTRONG

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PREPAYMENT RIDER ADJUSTABLE RATE LOAN

This Prepayment Rider is made this **23rd** day of **December** **2004**, and is incorporated into and shall be deemed to amend and supplement the Promissory Note (the "Note") and Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure repayment of Borrower's Note to

New Century Mortgage Corporation

(the "Lender").

To the extent that the provisions of this Prepayment Rider are inconsistent with the provisions of the Note and/or Security Instrument, the provisions of this rider shall prevail over and shall supersede any such inconsistent provisions of the Note and/or Security Instrument.

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

5. BORROWERS RIGHT TO PREPAY

I have the right to make prepayments of principal 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 I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. 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.

If within **2** year(s) from the date of execution of the Security Instrument, I make a full prepayment or, in certain cases a partial prepayment, and the total of such prepayment(s) in any 12-month period exceeds **TWENTY PERCENT (20%)** of the original principal amount of this loan, I will pay a prepayment charge in an amount equal to the payment of 6 months advance interest on the amount by which the total of my prepayment(s) within that 12-month period exceeds **TWENTY PERCENT (20%)** of the original principal amount of the loan.

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



TYRONE K ARMSTRONG

**CERTIFIED COPY THIS
DOCUMENT IS A TRUE AND
CORRECT COPY OF THE
RECORDED DOCUMENT MINUS
ANY REDACTED PORTIONS**

2021 01 20

Deborah L. Gentry
Deborah L. Gentry

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EXHIBIT 6

Incident Report

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
400 E STEWART
LAS VEGAS, NV 89101
(702) 229-3111

Incident Number: LLV050728002191

Incident Summary

Incident Type:
Inc Occurred Address: 3713 BRENTCOVE DR NL, NV 89032
Inc Occurred Start: 06/18/2005 00:00 Inc Occurred End:
Domestic: N Bias Motivation:
Contact Nature:
Reporting Officer: JONES, I 7870
Case Status: OPEN Disposition:
Report type: STATION INCIDENT
Sector/Beat: Y/Y9
Report Taken: 07/28/2005 17:31
Substance: U
Gang Related: U
Primary Assigned Officer:
Reported Date/Time:
Disposition Date:

Offenses

Statute Code: NCRM100.040
Statute Desc: LOST / STOLEN PROPERTY
Counts: 1 Statute Severity: NON-CRIMINAL

Enhancers:

Officers

Event Association	Emp#	Badge#	Name	Squad#
LEST REPORT TAKER	7870	7870	JONES, I 7870	REC 3
SUPERVISOR	5004	5004	BUSHMAN, P 5004	REC

Persons Involved

Person#: 0001 MNI: 4635999
Event Association: VICTIM
Name: ARMSTRONG, TYRONE
SSN: 251-31-8275 DOB: 10/08/1962 Age: 42 - 42 Sex: MALE Race: BLACK/AFRO AMER
Height: 6' 4" - 6' 4" Weight: 250 - 250 lbs Eye Color: BROWN Hair Color: BALD / UNKNOWN
Address:
Phone Type 1: RESIDENCE Phone# 1: (702) 631-4803 Ext 1:
Phone Type 2: BUSINESS Phone# 2: (702) 491-8426 Ext 2:
DL State: DL#: DL Exp Date:
Occupation: OWNER Employer/School: KNOCK OUT AUTOSALES
Gang Name: Can ID Suspect: No
Contact Date/Time:

Property Involved

Property # 0001
Event Assoc/Orig status: STOLEN
Current status: STOLEN
Property Type:
Description: OPENED SPRINT CELL PHONE
Make/Brand:
Color:
Serial/Lot#: Model:
NCIC Data: Quantity: 1
NCIC#: Owner Applied#: NCIC Reported By: NCIC Cancelled:
Evidence: No
Original Status Date:
Current Status Date:
Original Value: \$357.00
Current Value: \$357.00

This Use and Dissemination of
this Record is regulated by Law.
Secondary Dissemination of any
kind is prohibited and could
subject the offender to Criminal
and Civil Liability.

This Information Released To:
ARMSTRONG, TYRONE
By: J. J. P. Date: 07/28/05
Las Vegas Metro Police Dept

ARM394

Incident Report

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
400 E STEWART
LAS VEGAS, NV 89101
(702) 229-3111

Incident Number: LLV050728002191

Modus Operandi

Against Persons: N
Against Property: Y
Occupied: N
General Premise 1: UNKNOWN
General Premise 2:
Specific Premise:
Surrounding Area 1:
Surrounding Area 2:
Surrounding Area 3:
Relationship to Suspect 1:
Relationship to Suspect 2:
Weapon Type 1:
Automatic: N
Weapon Type 2:
Automatic: N
Weapon Type 3:
Automatic: N

Crime Against Property

# of Premises Entered:	Suspect Action 1:
Entry Point:	Suspect Action 2:
Exit Point:	Suspect Action 3:
Entry Loc 1:	Suspect Action 4:
Exit Loc 1:	Suspect Action 5:
Entry Loc 2:	Additional Factor 1:
Exit Loc 2:	Additional Factor 2:
Entry Method 1:	Additional Factor 3:
Exit Method 1:	Additional Factor 4:
Entry Method 2:	Additional Factor 5:
Exit Method 2:	Victim Location:
Entry Tool 1:	Electronic Locks: N
Exit Tool 1:	Video Surveillance: N
Entry Tool 2:	Maid:
Exit Tool 2:	Inspectress:
Vehicle Entry:	
Safe Entry:	

Crime Against Persons

Pre-Incident Contact 1:	Suspect Action 1:
Pre-Incident Contact 2:	Suspect Action 2:
Pre-Incident Contact 3:	Suspect Action 3:
Victim Condition 1:	Suspect Action 4:
Victim Condition 2:	Suspect Action 5:
Victim Condition 3:	Sex Crime 1:
Victim Condition 4:	Sex Crime 2:
Victim Condition 5:	Sex Crime 3:
Suspect Solicited 1:	Sex Crime 4:
Suspect Solicited 2:	Sex Crime 5:
Suspect Pretended to Be:	Vehicle Involvement 1:
	Vehicle Involvement 2:

Incident Report

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
400 E STEWART
LAS VEGAS, NV 89101
(702) 229-3111

Incident Number: LLV050728002181

Narratives

Entered date/time: 07/28/2006 17:43
Subject: FRAUD

Narrative type: INCIDENT CRIME REPORT
Author: JONES, I 7870

TYRONE ARMSTRONG CAME TO THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT TO REPORT THE FOLLOWING:

SOMEONE HAS STOLEN TYRONE'S IDENTITY AND OPENED UP A SPRINT PHONE ACCOUNT WITHOUT HIS KNOWLEDGE.

SPRINT PHONE COMPANY GAVE TYRONE ID THEFT AFFIDAVIT TO FILL OUT TO FULLFILL THIS MATTER.

TYRONE HAD PUT A FRAUD ALERT ON HIS CREDIT REPORTS.

PLEASE REFER TO VOLUNTARY STATEMENT.

ARM396

age 1 of 1

LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VOLUNTARY STATEMENT

Event # 050728-2191

THIS PORTION TO BE COMPLETED BY OFFICER

Specific Crime

Fraud

Date Occurred

02/15/08

Time Occurred

Location of Occurrence

3713 Brent Cove

Sector/Beat

☐ City

☐ County

Your Name (Last / First / Middle)

Armstrong Tyronne

Date of Birth

10-06-62

Social Security #

251-31-9275

Race

Sex

Height

Weight

Hair

Eyes

Work Schedl (Hours)

(Days Off)

Business / School

Black

M

6'11"

230

Bk

Brown

Residence Address: (Number & Street)

Bldg./Apt. #

City

State

Zip Code

3713 Brent Cove

IN

Las Vegas

NV

89032

Res. Phone: 631 4803

Bus. Phone: 491 8426

Bus. (Local) Address: (Number & Street)

Bldg./Apt. #

City

State

Zip Code

Occupation

Depart Date (if visitor)

Best place to contact you during the day

Bus Phone

Best time to contact you during the day

Can You Identify ☒ Yes

the Suspect? ☐ No

DETAILS

I deny that some stole my I.D. or
info and put a cell phone in my name or open an
account with my information I learn of
this by receiving a call to pay for my bill
or the bill of the that was registered in
my name

I HAVE READ THIS STATEMENT AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HEREIN. THIS STATEMENT WAS COMPLETED AT (LOCATION) _____

ON THE _____ DAY OF _____ AT _____ (AM / PM), _____.

Witness/Officer: _____

(SIGNATURE)

Witness/Officer: _____

LYMPD 85 (REV. 5-00)

ARM397

(PRINTED)

P# _____

X Tyronne Armstrong

SIGNATURE OF PERSON GIVING STATEMENT

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EXHIBIT 7



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.
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)
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

9 23. Defendants admit that no negotiated loan origination checks or wire transfers for
10 the loan originated by BNC have been located in their possession, and deny the remaining
11 allegations of paragraph 23.

12 24. The allegations of paragraph 24 are not averred against Defendants to require an
13 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
14 allegations in Paragraph 24.
15

16 25. The allegations of paragraph 25 are not averred against Defendants to require an
17 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
18 allegations in Paragraph 25.

19 26. The allegations of paragraph 26 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 26.
22

23 27. The allegations of paragraph 27 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 27.

26 28. The allegations of paragraph 28 are not averred against Defendants to require an
27 answer. Otherwise, Defendants lack sufficient information and belief to admit or deny the
28 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.
6

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.
13

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.
20

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.

71. Defendants lack sufficient information and belief to admit or deny the allegations of paragraph 71, and on that basis denies those allegations.

72. Defendants lack sufficient information and belief to admit or deny the allegations of paragraph 72, and on that basis denies those allegations.

73. Defendants deny the allegations of paragraph 73.

FOURTH CLAIM FOR RELIEF

(SLANDER OF TITLE)

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

75. Paragraph 75 contains a legal conclusion and does not aver facts that require an answer by Defendants. Otherwise, Defendants lack sufficient information and belief to admit or deny, and on that basis denies the allegations of Paragraph 75.

76. Defendants deny the allegations of paragraph 76.

77. Defendants deny the allegations of paragraph 77.

78. Defendants deny the allegations of paragraph 78.

79. Defendants deny the allegations of paragraph 79.

80. Defendants lack sufficient information and belief to admit or deny, and on that basis denies the allegations of Paragraph 80.

81. Defendants deny the allegations of paragraph 81.

82. Defendants deny the allegations of paragraph 82.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

The Complaint and each cause of action alleged therein fails to state a claim upon which 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

10 **FOURTEENTH AFFIRMATIVE DEFENSE**

11 **(Equitable Subrogation)**

12 To the extent applicable, the U.S. Bank defendant and Defendants are equitably
13 subrogated to the lien position of the prior 2004 deed of trust securing a loan subsequently held
14 and/or serviced by Bank of America, which was paid off by virtue of a loan secured by a 2007
15 deed of trust subsequently assigned and transferred to the defendant U.S. Bank and for the
16 benefit of Defendants.
17

18 **FIFTEENTH AFFIRMATIVE DEFENSE**

19 **(Additional Defenses)**

20 Defendants allege that at this time they have insufficient knowledge or information on
21 which to form a belief as to whether they may have any additional, as yet unstated, affirmative
22 defenses or claims available. Defendants therefore reserve the right to assert additional
23 affirmative defenses or claims in the event that discovery and/or further investigation indicates as
24 appropriate.
25

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, Defendants prays as follows:

- 28 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:

- ☒ **Electronic Service 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
performanceoncautomotive@gmail.com
Plaintiff Pro Se

Mark Connot, Esq.
Kevin M. Sutehall, Esq.
FOX ROTHSCHILD LLP
One Summerlin
1980 Festival Plaza Dr., Ste. 700
Las Vegas, NV 89135
Tel: (702) 262-6899
Fax: (702) 597-5503
mconnot@foxrothschild.com
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: March 15, 2021

/s/ Jasmine Blanco
An employee of HOUSER LLP

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EXHIBIT 8


CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)


COMES NOW, Nancy Bach, who after first being duly sworn deposes and says:

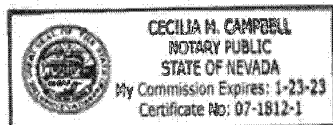
1. That the deponent is the Sr Records Tech for the Clark County Treasurer and in his/her capacity, is a custodian of the records.
2. That Clark County operates as a governmental entity in the State of Clark County.
3. That the deponent has examined the files of the County, found the attached documents, the original of those records and has made or caused to be made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.
4. That the original of those records was made at or near the time of the act, event, condition, opinion or diagnosis recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of Clark County

This day 24 of December, 2020.


SIGNATURE

Subscribed and sworn to before me, a Notary Public
on this 24th day of December, 2020.


Notary Public
My appointment expires: 01-23-2023





CLARK COUNTY

RECEIPT NUMBER: 47401912
Page 1 of 1
Entered: 12/24/2020 12:08 PM
Interest Date: 12/24/2020
Cashier: jnew
Drawer: 1006

Amount Tendered: \$75.00
Less Change: \$0.00
Amount Applied: \$75.00

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
Miscellaneous			\$75.00	101-1220-4201-01 MISCELLANEOUS REVENUE
TOTAL:			\$75.00	

Form of Payment	Amount	Reference	Payer
Check	\$75.00	MO 26449630505	ARMSTRONG TYRONE K
TOTAL:		\$75.00	

Thank you for your payment.

End of Receipt Number 47401912: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 47401912

[PROD]

Run: 12/24/2020 12:08:30 PM

ARM596

3222

R 000351

139-09-217-095 250 ACTIVE
TYPE SEQ 00 LND:00000006300 IMP:00000035480 PP:00000000000 NET:000000041780 R 3.3470 TR 00/00/00- RDM 00/00/00 DED 00/00/00- REC 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY 1999-2000 PAID BY A S S E S O R D E S C R I P T
1: 351.38 .00 .00 351.38 888-99229-8888888 08/17/99 .00 .00 HNSDE CHEYENNE RIDGE-UNIT 2A
2: 349.00 .00 .00 349.00 888-99278-8888888 08/17/99 .00 .00 HNSDE CHEYENNE RIDGE-UNIT 2A
3: 349.00 .00 .00 349.00 888-00006-8888888 10/05/99 .00 .00 HNSDE PLAT BDK 54 PAGE 67
4: 349.00 .00 .00 349.00 888-00075-8888888 03/15/00 .00 .00 HNSDE LOT 5 BLOCK 4
TOT-TAX: 1398.38 1ST HALF: .00 2: 700.38 2ND HALF: 698.00 FEES PD: .00 DATE: .00 A C R E S
STRIKES: CODE 1: 1531 BLUESTAR DR .00 4: .00
DAVIS MELVIN NATHANIEL
CHG BATCH: 00-000 CHG BATCH: 00-000 NO LAS VEGAS NV 89030-3154

139-09-217-096 250 ACTIVE
TYPE SEQ 00 LND:00000006300 IMP:00000034250 PP:00000000000 NET:000000040550 R 3.3470 TR 00/00/00- RDM 00/00/00 DED 00/00/00- REC 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY 1999-2000 PAID BY A S S E S O R D E S C R I P T
1: 340.21 .00 .00 340.21 888-99216-8888888 08/04/99 .00 .00 CWFND CHEYENNE RIDGE-UNIT 2A
2: 339.00 .00 .00 339.00 888-99281-8888888 08/04/99 .00 .00 CWFND CHEYENNE RIDGE-UNIT 2A
3: 339.00 .00 .00 339.00 888-99363-8888888 10/08/99 .00 .00 CWFND PLAT BDK 54 PAGE 67
4: 339.00 .00 .00 339.00 888-00054-8888888 02/23/00 .00 .00 CWFND LOT 4 BLOCK 4
TOT-TAX: 1357.21 1ST HALF: .00 2: 679.21 2ND HALF: 678.00 FEES PD: .00 DATE: .00 A C R E S
STRIKES: CODE 1: 1527 BLUESTAR DR .00 4: .00
TROTTER CLIFTON R & EDNA
CHG BATCH: 00-000 CHG BATCH: 00-000 NO LAS VEGAS NV 89030-3154

139-09-217-097 250 ACTIVE
TYPE SEQ 00 LND:00000006300 IMP:00000036590 PP:00000000000 NET:000000042890 R 3.3470 TR 00/00/00- RDM 00/00/00 DED 00/00/00- REC 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY 1999-2000 PAID BY A S S E S O R D E S C R I P T
1: 361.53 .00 .00 361.53 888-99216-8888888 08/04/99 .00 .00 CWFND CHEYENNE RIDGE-UNIT 2A
2: 358.00 .00 .00 358.00 888-99281-8888888 08/04/99 .00 .00 CWFND PLAT BDK 54 PAGE 67
3: 358.00 .00 .00 358.00 888-99363-8888888 10/08/99 .00 .00 CWFND LOT 3 BLOCK 4
4: 358.00 .00 .00 358.00 888-00054-8888888 02/23/00 .00 .00 CWFND
TOT-TAX: 1435.53 1ST HALF: .00 2: 719.53 2ND HALF: 716.00 FEES PD: .00 DATE: .00 A C R E S
STRIKES: CODE 1: TUGENDER LEONARD & BARBARA .00 4: .00
CHG BATCH: 00-000 CHG BATCH: 00-000 NO LAS VEGAS NV 89030-3157

139-09-217-098 250 ACTIVE
TYPE SEQ 00 LND:00000006300 IMP:00000034250 PP:00000000000 NET:000000040550 R 3.3470 TR 00/00/00- RDM 00/00/00 DED 00/00/00- REC 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY 1999-2000 PAID BY A S S E S O R D E S C R I P T
1: 340.21 .00 .00 340.21 888-99216-8888888 08/04/99 .00 .00 CWFND CHEYENNE RIDGE-UNIT 2A
2: 339.00 .00 .00 339.00 888-99281-8888888 08/04/99 .00 .00 CWFND PLAT BDK 54 PAGE 67
3: 339.00 .00 .00 339.00 888-99363-8888888 10/08/99 .00 .00 CWFND LOT 2 BLOCK 4
4: 339.00 .00 .00 339.00 888-00054-8888888 02/23/00 .00 .00 CWFND
TOT-TAX: 1357.21 1ST HALF: .00 2: 679.21 2ND HALF: 678.00 FEES PD: .00 DATE: .00 A C R E S
STRIKES: CODE 1: HARRIS RICHARD L & YVONNE E .00 4: .00
CHG BATCH: 00-000 CHG BATCH: 00-000 NO LAS VEGAS NV 89030-3157

139-09-217-099 250 ACTIVE
TYPE SEQ 00 LND:00000006300 IMP:00000037110 PP:00000000000 NET:000000043410 R 3.3470 TR 00/00/00- RDM 00/00/00 DED 00/00/00- REC 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY 1999-2000 PAID BY A S S E S O R D E S C R I P T
1: 363.93 .00 .00 363.93 888-99222-8888888 08/10/99 .00 .00 NDMST CHEYENNE RIDGE-UNIT 2A
2: 363.00 .00 .00 363.00 888-99272-8888888 08/10/99 .00 .00 NDMST PLAT BDK 54 PAGE 67
3: 363.00 .00 .00 363.00 888-99363-8888888 10/08/99 .00 .00 NDMST LOT 1 BLOCK 4
4: 363.00 .00 .00 363.00 888-00053-8888888 02/22/00 .00 .00 NDMST
TOT-TAX: 1452.93 1ST HALF: .00 2: 726.53 2ND HALF: 726.00 FEES PD: .00 DATE: .00 A C R E S
STRIKES: CODE 1: ARMSTRONG TYRONE K .00 4: .00
CHG BATCH: 00-000 CHG BATCH: 00-000 NO LAS VEGAS NV 89030-3157

ARMSTRONG

139-09-217-098 250 ACTIVE
00 LND:00000006300 IMP:00000034560 PP:00000000000 NET:00000040860 R 3.3501 TR 00/00/00- RDM 00/00/00 DEB 00/00/00 REL 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND 2000-2001 PAID BY A S E S D R D E S C K I F
1: 342.85 .00 .00 342.85 888-00242-8888888 08/29/00 .00 .00 CHEFND
2: 342.00 .00 .00 342.00 888-00285-7777777 10/11/00 .00 .00 CHEFND
3: 342.00 .00 .00 342.00 888-01011-7777777 01/11/01 .00 .00 CHEFND
4: 342.00 .00 .00 342.00 888-01073-7777777 03/14/01 .00 .00 CHEFND
TOT-TAX: 1368.85 1ST HALF: 684.43 2ND HALF: 684.42
STRIKES: CODE 1: .00 2: .00 3: .00 4: .00
HAKINS RICHARD L & YVONNE E 3717 BRENTCOWE DR NO LAS VEGAS NV 89032-3152
CHG BATCH: 00-000 CHG BATCH: 00-000

139-09-217-099 250 ACTIVE
00 LND:00000006300 IMP:00000034560 PP:00000000000 NET:00000043770 R 3.3501 TR 00/00/00- RDM 00/00/00 DEB 00/00/00 REL 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND 2000-2001 PAID BY A S E S D R D E S C K I F
1: 368.34 .00 .00 368.34 888-00231-8888888 08/12/00 .00 .00 CHEFND
2: 366.00 .00 .00 366.00 888-00285-8888888 10/11/00 .00 .00 CHEFND
3: 366.00 .00 .00 366.00 888-01010-8888888 01/10/01 .00 .00 CHEFND
4: 366.00 .00 .00 366.00 888-01060-8888888 03/01/01 .00 .00 CHEFND
TOT-TAX: 1466.34 1ST HALF: 733.17 2ND HALF: 733.17
STRIKES: CODE 1: .00 2: .00 3: .00 4: .00
ARMSTRONG TYRONE K 3713 BRENTCOWE DR NO LAS VEGAS NV 89032-3157
CHG BATCH: 00-000 CHG BATCH: 00-000

139-09-217-100 250 ACTIVE
00 LND:00000006300 IMP:00000034560 PP:00000000000 NET:00000040860 R 3.3501 TR 00/00/00- RDM 00/00/00 DEB 00/00/00 REL 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND 2000-2001 PAID BY A S E S D R D E S C K I F
1: 342.85 .00 .00 342.85 888-00236-8888888 08/23/00 .00 .00 CHEFND
2: 342.00 .00 .00 342.00 888-00293-8888888 10/19/00 .00 .00 CHEFND
3: 342.00 .00 .00 342.00 888-01002-0006393 01/02/01 .00 .00 CHEFND
4: 342.00 .00 .00 342.00 888-01072-8888888 03/13/01 .00 .00 CHEFND
TOT-TAX: 1368.85 1ST HALF: 684.43 2ND HALF: 684.42
STRIKES: CODE 1: .00 2: .00 3: .00 4: .00
HENDERSON WILLIE L III & BETTY J 1526 BRADFOX LN NO LAS VEGAS NV 89032-3150
CHG BATCH: 00-000 CHG BATCH: 00-000

139-09-217-101 250 ACTIVE
00 LND:00000006300 IMP:00000034560 PP:00000000000 NET:00000040860 R 3.3501 TR 00/00/00- RDM 00/00/00 DEB 00/00/00 REL 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND 2000-2001 PAID BY A S E S D R D E S C K I F
1: 342.85 .00 .00 342.85 888-00236-8888888 08/23/00 .00 .00 CHEFND
2: 342.00 .00 .00 342.00 888-00293-8888888 10/19/00 .00 .00 CHEFND
3: 342.00 .00 .00 342.00 888-01017-8888888 01/17/01 .00 .00 CHEFND
4: 342.00 .00 .00 342.00 888-01072-8888888 03/13/01 .00 .00 CHEFND
TOT-TAX: 1368.85 1ST HALF: 684.43 2ND HALF: 684.42
STRIKES: CODE 1: .00 2: .00 3: .00 4: .00
ALIZIEN CHARLES D & JUDITH A 1530 BRADFOX LN NO LAS VEGAS NV 89032-3150
CHG BATCH: 00-000 CHG BATCH: 00-000

139-09-218-001 250 ACTIVE
00 LND:00000006300 IMP:00000034560 PP:00000000000 NET:00000039090 R 3.3501 TR 00/00/00- RDM 00/00/00 DEB 00/00/00 REL 00/00/00
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND 2000-2001 PAID BY A S E S D R D E S C K I F
1: 328.55 .00 .00 328.55 727-00241-7777777 08/28/00 .00 .00 CHEFND
2: 327.00 .00 .00 327.00 727-00284-7777777 10/10/00 .00 .00 CHEFND
3: 327.00 .00 .00 327.00 727-01005-7777777 01/05/01 .00 .00 CHEFND
4: 327.00 .00 .00 327.00 727-01066-7777777 03/07/01 .00 .00 CHEFND
TOT-TAX: 1309.55 1ST HALF: 654.78 2ND HALF: 654.77
STRIKES: CODE 1: .00 2: .00 3: .00 4: .00
BALCINI HENRY & PATRICIA FAN TR BALCINI HENRY F & PATRICIA S TRS 3800 DEBUSBY WY NO LAS VEGAS NV 89032-0689
CHG BATCH: 00-000 CHG BATCH: 00-000

ARM598

139-09-217-095 250 ACTIVE
LND:00000006300 IMP:000000036150 PP:000000000000 NET:000000042450
R 3.3577 TR 00/00/00- RDM 00/00/00 DEB 00/00/00- REC 00/00/00-
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY A S E S D R D E S C R I P T
1 357.34 .00 .00 357.34 888-01232-8888888 08/20/01 .00 .00 HNSDE
2 356.00 .00 .00 356.00 888-01284-8888888 01/16/02 .00 .00 HNSDE
3 356.00 .00 .00 356.00 888-02016-8888888 03/14/02 .00 .00 HNSDE
4 356.00 .00 .00 356.00 888-02017-8888888 03/14/02 .00 .00 HNSDE
TOT TAX: 1425.34 1ST HALF: 712.67 2ND HALF: 712.67 FEES PD: .00 DATE: 00/00/00 A C R E S
STRIKES: CODE 1 1331 BLUESTAR DR NO LAS VEGAS NV 89032-3154
DAVIS MELVIN MARSHALL
CHG BATCH: 00-000 CHG BATCH: 00-000

139-09-217-096 250 ACTIVE
LND:00000006300 IMP:000000037300 PP:000000000000 NET:00000004210
R 3.3577 TR 00/00/00- RDM 00/00/00 DEB 00/00/00- REC 00/00/00-
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY A S E S D R D E S C R I P T
1 348.71 .00 .00 348.71 031-01235-0001550 08/23/01 .00 .00 1STAT304527
2 345.00 .00 .00 345.00 727-01281-0004782 10/08/01 .00 .00 HNSDE
3 345.00 .00 .00 345.00 727-02024-7777777 01/24/02 .00 .00 LERE
4 345.00 .00 .00 345.00 727-02092-7777777 04/02/02 .00 .00 LERE
TOT TAX: 1383.71 1ST HALF: 691.85 2ND HALF: 691.86 FEES PD: .00 DATE: 00/00/00 A C R E S
STRIKES: CODE 1 693.71 2ND HALF: 690.00
SECRETARY HOUSING & URBAN DEV AFMA #3323008299703
CHG BATCH: 00-000 CHG BATCH: 00-000 COSIA MESA CA 92626-2557
FIRST PRESTON FIDELITYLOGURE
1520 NUTMEG PL #112

139-09-217-097 250 ACTIVE
LND:00000006300 IMP:000000037300 PP:000000000000 NET:00000003600
R 3.3577 TR 00/00/00- RDM 00/00/00 DEB 00/00/00- REC 00/00/00-
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY A S E S D R D E S C R I P T
1 368.96 .00 .00 368.96 727-01228-7777777 08/16/01 .00 .00 CFND
2 365.00 .00 .00 365.00 727-01278-7777777 10/05/01 .00 .00 CFND
3 365.00 .00 .00 365.00 727-02018-7777777 01/18/02 .00 .00 CFND
4 365.00 .00 .00 365.00 727-02071-7777777 03/12/02 .00 .00 CFND
TOT TAX: 1463.96 1ST HALF: 731.98 2ND HALF: 731.98 FEES PD: .00 DATE: 00/00/00 A C R E S
STRIKES: CODE 1 733.96 2ND HALF: 730.00
LEONARD & BARBARA 3721 BRENTICOVE DR NO LAS VEGAS NV 89032-3157
CHG BATCH: 00-000 CHG BATCH: 00-000

139-09-217-098 250 ACTIVE
LND:00000006300 IMP:000000037300 PP:000000000000 NET:00000004210
R 3.3577 TR 00/00/00- RDM 00/00/00 DEB 00/00/00- REC 00/00/00-
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY A S E S D R D E S C R I P T
1 348.71 .00 .00 348.71 723-01228-7777777 08/16/01 .00 .00 CFND
2 345.00 .00 .00 345.00 723-01278-7777777 10/05/01 .00 .00 CFND
3 345.00 .00 .00 345.00 727-02018-7777777 01/18/02 .00 .00 CFND
4 345.00 .00 .00 345.00 727-02071-7777777 03/12/02 .00 .00 CFND
TOT TAX: 1383.71 1ST HALF: 691.85 2ND HALF: 691.86 FEES PD: .00 DATE: 00/00/00 A C R E S
STRIKES: CODE 1 693.71 2ND HALF: 690.00
HARRIS RICHARD L & YVONNE E 3717 BRENTICOVE DR NO LAS VEGAS NV 89032-3157
CHG BATCH: 00-000 CHG BATCH: 00-000

139-09-217-099 250 ACTIVE
LND:00000006300 IMP:000000037850 PP:000000000000 NET:000000044150
R 3.3577 TR 00/00/00- RDM 00/00/00 DEB 00/00/00- REC 00/00/00-
INSL TAXES PENALTY INTEREST INSTL TOT TRANSACTION NO PAID DATE ADJ REFUND PAID BY A S E S D R D E S C R I P T
1 372.42 .00 .00 372.42 888-01220-8888888 08/08/01 .00 .00 HNSDE
2 370.00 .00 .00 370.00 888-01274-8888888 10/01/01 .00 .00 HNSDE
3 370.00 .00 .00 370.00 888-02022-8888888 01/22/02 .00 .00 HNSDE
4 370.00 .00 .00 370.00 888-02071-8888888 03/12/02 .00 .00 HNSDE
TOT TAX: 1482.42 1ST HALF: 741.21 2ND HALF: 741.21 FEES PD: .00 DATE: 00/00/00 A C R E S
STRIKES: CODE 1 742.42 2ND HALF: 740.00
HARRIS RICHARD L & YVONNE E 3713 BRENTICOVE DR NO LAS VEGAS NV 89032-3157
CHG BATCH: 00-000 CHG BATCH: 00-000



CLARK COUNTY

RECEIPT NUMBER: 1334373

Page 1 of 1

Entered: 8/23/2002 12:00 PM

Interest Date: 8/23/2002

Cashier: hol

Drawer: -1

Amount Tendered: \$392.62

Less Change: \$0.00

Amount Applied: \$392.62

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-00-217-099	2003	250	\$392.62	Property Tax Principal
TOTAL:			\$392.62	

Form of Payment	Amount	Reference	Payer
Check	\$392.62		WELLS FARGO HOME MTG., INC.
TOTAL:	\$392.62		

End of Receipt Number 1334373: 1 Page

WELLS FARGO HOME MTG., INC.
1 HOME CAMPUS MAC#X2501-014
DES MOINES IA 50328-0000

RECEIPT NUMBER: 1334373

[PROD]

Run: 11/25/2020 3:44:37 PM

ARM600

3226

R 000355



CLARK COUNTY

RECEIPT NUMBER: 1835033

Page 1 of 1

Entered: 10/14/2002 12:00 PM

Interest Date: 10/14/2002

Cashier: hol

Drawer: -1

Amount Tendered: \$392.00

Less Change: \$0.00

Amount Applied: \$392.00

Receipt Applied To:

Property Account No. / Reference	Year District	Amount	Description
139-09-217-099	2003 250	\$392.00	Property Tax Principal
TOTAL:		\$392.00	

Form of Payment	Amount	Reference	Payer
Check	\$392.00		WELLS FARGO HOME MTG., INC.
TOTAL:	\$392.00		

End of Receipt Number 1835033: 1 Page

WELLS FARGO HOME MTG., INC.
1 HOME CAMPUS MAC#X2501-014
DES MOINES IA 50328-0000

RECEIPT NUMBER: 1835033

[PROD]

Run: 11/25/2020 3:44:38 PM

ARM601

3227

R 000356



CLARK COUNTY

RECEIPT NUMBER: 2008976

Page 1 of 1

Entered: 1/8/2003 12:00 AM

Interest Date: 1/8/2003

Cashier: hol

Drawer: -1

Amount Tendered: \$392.00

Less Change: \$0.00

Amount Applied: \$392.00

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2003	250	\$392.00	Property Tax Principal
TOTAL:			\$392.00	

Form of Payment	Amount	Reference	Payer
Check	\$392.00		WELLS FARGO HOME MTG., INC.
TOTAL:	\$392.00		

End of Receipt Number 2008976: 1 Page

WELLS FARGO HOME MTG., INC.
1 HOME CAMPUS MAC#X2501-014
DES MOINES IA 50328-0000

RECEIPT NUMBER: 2008976

[PROD]

Run: 11/25/2020 3:44:39 PM

ARM602

3228

R 000357



CLARK COUNTY

RECEIPT NUMBER: 2364143

Page 1 of 1

Entered: 2/28/2003 12:00 AM

Interest Date: 2/28/2003

Cashier: hol

Drawer: -1

Amount Tendered: \$392.00

Less Change: \$0.00

Amount Applied: \$392.00

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-089	2003	250	\$392.00	Property Tax Principal
TOTAL:			\$392.00	

Form of Payment	Amount	Reference	Payer
Check	\$392.00		WELLS FARGO HOME MTG., INC.
TOTAL:	\$392.00		

End of Receipt Number 2364143: 1 Page

WELLS FARGO HOME MTG., INC.
1 HOME CAMPUS MAC#X2501-014
DES MOINES IA 50328-0000

RECEIPT NUMBER: 2364143

[PROD]

Run: 11/25/2020 3:44:40 PM

ARM603

3229

R 000358



CLARK COUNTY

RECEIPT NUMBER: 3175959

Page 1 of 1

Entered: 8/25/2003 12:00 AM

Interest Date: 8/25/2003

Cashier: hol

Drawer: -1

Amount Tendered: \$410.96

Less Change: \$0.00

Amount Applied: \$410.96

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2004	250	\$410.96	Property Tax Principal
TOTAL:			\$410.96	

Form of Payment	Amount	Reference	Payer
Check	\$410.96		WELLS FARGO HOME MTG., INC.
TOTAL:	\$410.96		

End of Receipt Number 3175959: 1 Page

WELLS FARGO HOME MTG., INC.
1 HOME CAMPUS MAC#X2501-014
DES MOINES IA 50328-0000

RECEIPT NUMBER: 3175959

[PROD]

Run: 11/25/2020 3:44:41 PM

ARM604

3230

R 000359



CLARK COUNTY

RECEIPT NUMBER: 3361353

Page 1 of 1

Entered: 9/25/2003 12:00 AM

Interest Date: 9/25/2003

Cashier: dbo

Drawer: -1

Amount Tendered: \$410.96

Less Change: \$0.00

Amount Applied: \$410.96

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2004	250	\$410.96	Property Tax Principal
TOTAL:			\$410.96	

Form of Payment	Amount	Reference	Payer
Check	\$410.96		WELLS FARGO HOME MTG., INC.
TOTAL:	\$410.96		

End of Receipt Number 3361353: 1 Page

WELLS FARGO HOME MTG., INC.
1 HOME CAMPUS MAC#X2501-014
DES MOINES IA 50328-0000

RECEIPT NUMBER: 3361353

[PROD]

Run: 11/25/2020 3:44:42 PM

ARM605

3231

R 000360

**CLARK COUNTY**

RECEIPT NUMBER: 4112191

Page 1 of 1

Entered: 1/8/2004 12:00 AM

Interest Date: 1/8/2004

Cashier: dbo

Drawer: 1095

Amount Tendered: \$410.96

Less Change: \$0.00

Amount Applied: \$410.96

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2004	250	\$410.96	Property Tax Principal
TOTAL:			\$410.96	

Form of Payment	Amount	Reference	Payer
Check	\$410.96		WELLS FARGO HOME MORTGAGE
TOTAL:	\$410.96		

End of Receipt Number 4112191: 1 Page

WELLS FARGO HOME MORTGAGE
1 HOME CAMPUS
TAX DEPT.
DES MOINES IA 50328-0001

RECEIPT NUMBER: 4112191

[PROD]

Run: 11/25/2020 3:44:43 PM

ARM606

3232

R 000361



CLARK COUNTY

RECEIPT NUMBER: 4212059

Page 1 of 1

Entered: 1/16/2004 12:00 AM

Interest Date: 1/15/2004

Cashier: kmd

Drawer: 1091

Amount Tendered: \$410.96

Less Change: \$0.00

Amount Applied: \$410.96

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2004	250	\$410.96	Property Tax Principal
TOTAL:			\$410.96	

Form of Payment	Amount	Reference	Payer
Check	\$410.96		NATIONAL TITLE
TOTAL:	\$410.96		

End of Receipt Number 4212059: 1 Page

NATIONAL TITLE
714 E SAHARA AVE
ATTN: MARY PICKENS
LAS VEGAS NV 89104

RECEIPT NUMBER: 4212059

[PROD]

Run: 11/25/2020 3:44:44 PM

ARM607

3233

R 000362



CLARK COUNTY

RECEIPT NUMBER: 5362087

Page 1 of 1

Entered: 9/30/2004 12:04 PM

Interest Date: 9/30/2004

Cashier: clo

Drawer: 2027

Amount Tendered: \$450.00

Less Change: (\$11.69)

Amount Applied: \$438.31

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-009	2005	250	\$421.45	Property Tax Principal
	2005	250	\$16.86	Property Tax Penalty
TOTAL:			\$438.31	

Form of Payment	Amount	Reference	Payer
Cash	\$438.31		ARMSTRONG TYRONE K
TOTAL:	\$438.31		

Thank you for your payment.

End of Receipt Number 5362087: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NO LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 5362087

[PROD]

Run: 11/25/2020 3:44:45 PM

ARM608

3234

R 000363

**CLARK COUNTY**

RECEIPT NUMBER: 5429003

Page 1 of 1

Entered: 10/5/2004 10:06 AM

Interest Date: 10/5/2004

Cashier: clo

Drawer: 2027

Amount Tendered: \$440.00

Less Change: (\$18.54)

Amount Applied: \$421.46

Receipt Applied To:

Property Account No. / Reference	Year District	Amount	Description
139-09-217-099	2005 250	\$421.46	Property Tax Principal
TOTAL:		\$421.46	

Form of Payment	Amount	Reference	Payer
Cash	\$421.46		ARMSTRONG TYRONE K
TOTAL:	\$421.46		

Thank you for your payment.

End of Receipt Number 5429003: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NO LAS VEGAS NV 89032-3157**RECEIPT NUMBER: 5429003**

[PROD]

Run: 11/25/2020 3:44:46 PM

ARM609

3235

R 000364



CLARK COUNTY

RECEIPT NUMBER: 6304591

Page 1 of 1

Entered: 1/24/2005 12:00 AM

Interest Date: 1/24/2005

Cashier: mlc

Drawer: 1097

Amount Tendered: \$421.46

Less Change: \$0.00

Amount Applied: \$421.46

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2005	250	\$405.25	Property Tax Principal
	2005	250	\$16.21	Property Tax Penalty
TOTAL:			\$421.46	

Form of Payment	Amount	Reference	Payer
Check	\$421.46		SOUTHWEST TITLE
TOTAL:	\$421.46		

End of Receipt Number 6304591: 1 Page

SOUTHWEST TITLE
2880 WEST SAHARA AVE
SUITE #100
LAS VEGAS NV 89120

RECEIPT NUMBER: 6304591

[PROD]

Run: 11/25/2020 3:44:46 PM

ARM610

3236

R 000365

**CLARK COUNTY**

RECEIPT NUMBER: 6480111

Page 1 of 1

Entered: 3/7/2005 12:00 AM

Interest Date: 3/7/2005

Cashier: mlc

Drawer: 1096

Amount Tendered: \$421.46

Less Change: \$0.00

Amount Applied: \$421.46

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2005	250	\$420.81	Property Tax Principal
	2005	250	\$0.65	Property Tax Penalty
TOTAL:			\$421.46	

Form of Payment	Amount	Reference	Payer
Check	\$421.46		LSI TAX SERVICES
TOTAL:	\$421.46		

End of Receipt Number 6480111: 1 Page

LSI TAX SERVICES
3100 NEW YORK DR STE 100
PASADENA CA 91107

RECEIPT NUMBER: 6480111

[PROD]

Run: 11/25/2020 3:44:48 PM

ARM611

3237

R 000366

**CLARK COUNTY**

RECEIPT NUMBER: 6563692

Page 1 of 1

Entered: 3/9/2005 12:00 AM

Interest Date: 3/9/2005

Cashier: yxp

Drawer: 1098

Amount Tendered: \$16.86

Less Change: \$0.00

Amount Applied: \$16.86

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2005	250	\$16.86	Property Tax Principal
TOTAL:			\$16.86	

Form of Payment	Amount	Reference	Payer
Check	\$16.86		FIDELITY NATIONAL INFO. SOLUTIONS (LSI)
TOTAL:	\$16.86		

End of Receipt Number 6563692: 1 Page

FIDELITY NATIONAL INFO. SOLUTIONS (LSI)
3100 NEW YORK DRIVE
PASADENA CA 91107

RECEIPT NUMBER: 6563692

[PROD]

Run: 11/25/2020 3:44:49 PM

ARM612

3238

R 000367

**CLARK COUNTY**

RECEIPT NUMBER: 7126222

Page 1 of 1

Entered: 8/16/2005 12:00 AM

Interest Date: 8/16/2005

Cashier: yxp

Drawer: 1098

Amount Tendered: \$434.10

Less Change: \$0.00

Amount Applied: \$434.10

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2006	250	\$434.10	Property Tax Principal
TOTAL:			\$434.10	

Form of Payment	Amount	Reference	Payer
Check	\$434.10		COUNTRYWIDE HOME LOAN
TOTAL:		\$434.10	

End of Receipt Number 7126222: 1 Page

COUNTRYWIDE HOME LOAN
1757 TAPO CANYON RD.
MS. SV-24
SIMI VALLEY CA 93063

RECEIPT NUMBER: 7126222

[PROD]

Run: 11/25/2020 3:44:49 PM

ARM613

3239

R 000368

**CLARK COUNTY**

RECEIPT NUMBER: 7816114

Page 1 of 1

Entered: 10/12/2005 12:00 AM

Interest Date: 10/12/2005

Cashier: kmd

Drawer: 1091

Amount Tendered: \$434.10

Less Change: \$0.00

Amount Applied: \$434.10

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2006	250	\$434.10	Property Tax Principal
TOTAL:			\$434.10	

Form of Payment	Amount	Reference	Payer
Check	\$434.10		COUNTRYWIDE HOME LOAN
TOTAL:	\$434.10		

End of Receipt Number 7816114: 1 Page

COUNTRYWIDE HOME LOAN
1757 TAPO CANYON RD.
MS. SV-24
SIMI VALLEY CA 93063

RECEIPT NUMBER: 7816114

{PROD}

Run: 11/25/2020 3:44:50 PM

ARM614

3240

R 000369

**CLARK COUNTY**

RECEIPT NUMBER: 8204496

Page 1 of 1

Entered: 12/29/2005 12:00 AM

Interest Date: 12/29/2005

Cashier: yxp

Drawer: 1098

Amount Tendered: \$434.10

Less Change: \$0.00

Amount Applied: \$434.10

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2006	250	\$434.10	Property Tax Principal
TOTAL:			\$434.10	

Form of Payment	Amount	Reference	Payer
Check	\$434.10		COUNTRYWIDE HOME LOAN
TOTAL:	\$434.10		

End of Receipt Number 8204496: 1 Page

COUNTRYWIDE HOME LOAN
1757 TAPO CANYON RD.
MS. SV-24
SIMI VALLEY CA 93063

RECEIPT NUMBER: 8204496

[PROD]

Run: 11/25/2020 3:44:51 PM

ARM615

3241

R 000370

**CLARK COUNTY**

RECEIPT NUMBER: 8954307

Page 1 of 1

Entered: 3/9/2008 12:00 AM

Interest Date: 3/8/2008

Cashier: yxp

Drawer: 1098

Amount Tendered: \$434.10

Less Change: \$0.00

Amount Applied: \$434.10

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2008	250	\$434.10	Property Tax Principal
TOTAL:			\$434.10	

Form of Payment	Amount	Reference	Payer
Check	\$434.10		COUNTRYWIDE HOME LOAN
TOTAL:	\$434.10		

End of Receipt Number 8954307: 1 Page

COUNTRYWIDE HOME LOAN
1757 TAPO CANYON RD.
MS. SV-24
SIMI VALLEY CA 93063

RECEIPT NUMBER: 8954307

[PROD]

Run: 11/25/2020 3:44:52 PM

ARM616

3242

R 000371

**CLARK COUNTY**

RECEIPT NUMBER: 9233590

Page 1 of 1

Entered: 8/8/2006 12:00 AM

Interest Date: 8/7/2006

Cashier: yxp

Drawer: 1098

Amount Tendered: \$447.13

Less Change: \$0.00

Amount Applied: \$447.13

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2007	250	\$447.13	Property Tax Principal
TOTAL:			\$447.13	

Form of Payment	Amount	Reference	Payer
Check	\$447.13		COUNTRYWIDE HOME LOAN
TOTAL:	\$447.13		

Thank you for your payment.

End of Receipt Number 9233590: 1 Page

COUNTRYWIDE HOME LOAN
1757 TAPO CANYON RD.
MS. SV-24
SIMI VALLEY CA 93063

RECEIPT NUMBER: 9233590

[PROD]

Run: 11/25/2020 3:44:53 PM

ARM617

3243

R 000372

**CLARK COUNTY**

RECEIPT NUMBER: 10142627

Page 1 of 1

Entered: 10/4/2006 12:00 AM

Interest Date: 10/3/2006

Cashier: clo

Drawer: 1097

Amount Tendered: \$447.12

Less Change: \$0.00

Amount Applied: \$447.12

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2007	250	\$447.12	Property Tax Principal
TOTAL:			\$447.12	

Form of Payment	Amount	Reference	Payor
Check	\$447.12		COUNTRYWIDE HOME LOAN
TOTAL:	\$447.12		

Interest Date equals Received Date

End of Receipt Number 10142627: 1 Page

COUNTRYWIDE HOME LOAN
1757 TAPO CANYON RD.
MS: SV-24
SIMI VALLEY CA 93063

RECEIPT NUMBER: 10142627

[PROD]

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ARM618

3244

R 000373



CLARK COUNTY

RECEIPT NUMBER: 10707009

Page 1 of 1

Entered: 12/29/2006 12:00 AM

Interest Date: 12/29/2006

Cashier: yxp

Drawer: 1098

Amount Tendered: \$447.12

Less Change: \$0.00

Amount Applied: \$447.12

Receipt Applied To:

Property Account No. / Reference	Year District	Amount	Description
139-09-217-099	2007 250	\$447.12	Property Tax Principal
TOTAL:		\$447.12	

Form of Payment	Amount	Reference	Payer
Check	\$447.12		COUNTRYWIDE HOME LOAN
TOTAL:	\$447.12		

Thank you for your payment.

End of Receipt Number 10707009: 1 Page

COUNTRYWIDE HOME LOAN
1757 TAPO CANYON RD.
MS: SV-24
SIMI VALLEY CA 93063

RECEIPT NUMBER: 10707009

[PROD]

Run: 11/25/2020 3:44:55 PM

ARM619

3245

R 000374

**CLARK COUNTY**

RECEIPT NUMBER: 11008899

Page 1 of 1

Entered: 1/26/2007 2:31 PM

Interest Date: 1/26/2007

Cashier: dlr

Drawer: 2022

Amount Tendered: \$447.13

Less Change: \$0.00

Amount Applied: \$447.13

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
Miscellaneous			\$0.01	Small Over Payment - Not Refundable
139-09-217-099	2007	250	\$447.12	Property Tax Principal
TOTAL:			\$447.13	

Form of Payment	Amount	Reference	Payer
Check	\$447.13	CK 2038238 ESC 21008543-915TR1	NATIONAL ALLIANCE TITLE
TOTAL:		\$447.13	

Thank you for your payment.

End of Receipt Number 11008899: 1 Page

NATIONAL ALLIANCE TITLE
2450 PASEO VERDE PKWY #100
HENDERSON NV 89074

RECEIPT NUMBER: 11008899

[PROD]

Run: 11/25/2020 3:44:56 PM

ARM620

3246

R 000375

**CLARK COUNTY**

RECEIPT NUMBER: 12905470

Page 1 of 1

Entered: 10/11/2007 10:42 AM

Interest Date: 10/11/2007

Cashier: mrk

Drawer: 2042

Amount Tendered: \$1,000.00

Less Change: \$0.00

Amount Applied: \$1,000.00

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-098	2008	250	\$981.58	Property Tax Principal
	2008	250	\$18.42	Property Tax Penalty
TOTAL:			\$1,000.00	

Form of Payment	Amount	Reference	Payer
Check	\$1,000.00	CK 1918	ARMSTRONG TYRONE K
TOTAL:	\$1,000.00		

Thank you for your payment.

End of Receipt Number 12905470: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NO LAS VEGAS NV 89032-3157**RECEIPT NUMBER: 12905470**

[PROD]

Run: 11/25/2020 3:44:57 PM

ARM621

3247

R 000376



CLARK COUNTY

RECEIPT NUMBER: 14897882

Page 1 of 1

Entered: 8/28/2008 10:58 AM

Interest Date: 8/28/2008

Cashier: jen

Drawer: 2041

Amount Tendered: \$800.00

Less Change: \$0.00

Amount Applied: \$800.00

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2008	250	\$700.30	Property Tax Principal
	2008	250	\$51.02	Property Tax Penalty
	2008	250	\$41.68	Property Tax Interest
	2008	250	\$7.00	Advertising Fee
		TOTAL:	\$800.00	

Form of Payment	Amount	Reference	Payer
Cash	\$800.00		ARMSTRONG TYRONE K
TOTAL:	\$800.00		

Thank you for your payment.

End of Receipt Number 14897882: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NO LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 14897882

[PROD]

Run: 11/25/2020 3:44:58 PM

ARM622

3248

R 000377

**CLARK COUNTY**

RECEIPT NUMBER: 15552991

Page 1 of 1

Entered: 11/6/2008 12:00 AM

Interest Date: 11/6/2008

Cashier: mlg

Drawer: 1092

Amount Tendered: \$1,196.06

Less Change: \$0.00

Amount Applied: \$1,196.06

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-08-217-099	2009	250	\$947.42	Property Tax Principal
	2009	250	\$66.35	Property Tax Penalty
	2008	250	\$160.26	Property Tax Principal
	2008	250	\$8.01	Property Tax Penalty
	2008	250	\$12.02	Property Tax Interest
	2008	CTYGEN	\$2.00	MAILING FEE
		TOTAL:	\$1,196.06	

Form of Payment	Amount	Reference	Payer
Check	\$1,196.06		FIRST AMERICAN REAL ESTATE TAX SERVICE
TOTAL:	\$1,196.06		

Thank you for your payment.

End of Receipt Number 15552991: 1 Page

FIRST AMERICAN REAL ESTATE TAX SERVICE
1 FIRST AMERICAN WAY
WESTLAKE TX 76262**RECEIPT NUMBER: 15552991**

[PROD]

Run: 11/25/2020 3:44:59 PM

ARM623

3249

R 000378

**CLARK COUNTY**

RECEIPT NUMBER: 15740803

Page 1 of 1

Entered: 12/30/2008 12:00 AM

Interest Date: 12/30/2008

Cashier: mdm

Drawer: 1093

Amount Tendered: \$475.63

Less Change: \$0.00

Amount Applied: \$475.63

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2009	250	\$475.57	Property Tax Principal
	2009	250	\$0.06	Property Tax Penalty
TOTAL:			\$475.63	

Form of Payment	Amount	Reference	Payor
Check	\$475.63		CHASE HOME FINANCE LLC
TOTAL:	\$475.63		

Thank you for your payment.

End of Receipt Number 15740803: 1 Page

CHASE HOME FINANCE LLC
P O BOX 961237
FORT WORTH TX 76161**RECEIPT NUMBER: 15740803**

[PROD]

Run: 11/25/2020 3:45:00 PM

ARM624

3250

R 000379

**CLARK COUNTY**

RECEIPT NUMBER: 15741006

Page 1 of 1

Entered: 12/30/2008 12:00 AM

Interest Date: 12/30/2008

Cashier: mdm

Drawer: 1093

Amount Tendered: \$0.06

Less Change: \$0.00

Amount Applied: \$0.06

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2009	250	\$0.06	Property Tax Principal
TOTAL:			\$0.06	

Form of Payment	Amount	Reference	Payer
Check	\$0.06		CHASE HOME FINANCE LLC
TOTAL:	\$0.06		

Thank you for your payment.

End of Receipt Number 15741006: 1 Page

CHASE HOME FINANCE LLC
P O BOX 961237
FORT WORTH TX 76161**RECEIPT NUMBER: 15741006**

[PROD]

Run: 11/25/2020 3:45:01 PM

ARM625

3251

R 000380



CLARK COUNTY

RECEIPT NUMBER: 16405667

Page 1 of 1

Entered: 3/2/2009 12:00 AM

Interest Date: 2/27/2009

Cashier: mlg

Drawer: 1092

Amount Tendered: \$474.35

Less Change: \$0.00

Amount Applied: \$474.35

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2009	250	\$474.35	Property Tax Principal
TOTAL:			\$474.35	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$474.35		FIRST AMERICAN R/E TAX (CORELOGIC)
TOTAL:	\$474.35		

Thank you for your payment.

End of Receipt Number 16405667: 1 Page

FIRST AMERICAN R/E TAX (CORELOGIC)
REFUNDS DFW-1-3-110
1 FIRST AMERICAN WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 16405667

[PROO]

Run: 11/25/2020 3:45:02 PM

ARM626

3252

R 000381

**CLARK COUNTY**

RECEIPT NUMBER: 17170074

Page 1 of 1

Entered: 8/14/2009 12:00 AM

Interest Date: 8/13/2009

Cashier: clo

Drawer: 1097

Amount Tendered: \$473.94

Less Change: \$0.00

Amount Applied: \$473.94

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2010	250	\$473.94	Property Tax Principal
TOTAL:			\$473.94	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$473.94		FIRST AMERICAN R/E TAX (CORELOGIC)
TOTAL:	\$473.94		

Thank you for your payment.

End of Receipt Number 17170074: 1 Page

FIRST AMERICAN R/E TAX (CORELOGIC)
REFUNDS DFW-1-3-110
1 FIRST AMERICAN WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 17170074

[PROD]

Run: 11/25/2020 3:46:46 PM

ARM627

3253

R 000382

**CLARK COUNTY**

RECEIPT NUMBER: 17804941

Page 1 of 1

Entered: 10/1/2009 12:00 AM

Interest Date: 9/30/2009

Cashier: mlg

Drawer: 1092

Amount Tendered: \$473.95

Less Change: \$0.00

Amount Applied: \$473.95

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2010	250	\$473.95	Property Tax Principal
TOTAL:			\$473.95	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$473.95		FIRST AMERICAN R/E TAX (CORELOGIC)
TOTAL:	\$473.95		

Interest Date equals Received Date

End of Receipt Number 17804941: 1 Page

FIRST AMERICAN R/E TAX (CORELOGIC)
REFUNDS OFW-1-3-110
1 FIRST AMERICAN WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 17804941

[PROD]

Run: 11/25/2020 3:46:47 PM

ARM628

3254

R 000383



CLARK COUNTY

RECEIPT NUMBER: 18449931

Page 1 of 1

Entered: 12/31/2009 12:00 AM

Interest Date: 12/31/2009

Cashier: clo

Drawer: 1097

Amount Tendered: \$473.95

Less Change: \$0.00

Amount Applied: \$473.95

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
138-09-217-099	2010	250	\$473.95	Property Tax Principal
TOTAL:			\$473.95	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$473.95		FIRST AMERICAN R/E TAX (CORELOGIC)
TOTAL:	\$473.95		

Thank you for your payment.

End of Receipt Number 18449931: 1 Page

FIRST AMERICAN R/E TAX (CORELOGIC)
REFUNDS DFW-1-3-110
1 FIRST AMERICAN WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 18449931

[PROD]

Run: 11/25/2020 3:46:47 PM

ARM629

3255

R 000384



CLARK COUNTY

RECEIPT NUMBER: 18977214

Page 1 of 1

Entered: 3/1/2010 12:00 AM

Interest Date: 2/26/2010

Cashier: mig

Drawer: 1092

Amount Tendered: \$473.95

Less Change: \$0.00

Amount Applied: \$473.95

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2010	250	\$473.95	Property Tax Principal
TOTAL:			\$473.95	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$473.95		FIRST AMERICAN R/E TAX (CORELOGIC)
TOTAL:	\$473.95		

Interest Date equals Received Date

End of Receipt Number 18977214: 1 Page

FIRST AMERICAN R/E TAX (CORELOGIC)
REFUNDS DFW-1-3-110
1 FIRST AMERICAN WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 18977214

[PROD]

Run: 11/25/2020 3:45:48 PM

ARM630

3256

R 000385



CLARK COUNTY

RECEIPT NUMBER: 19838079

Page 1 of 1

Entered: 8/12/2010 12:00 AM

Interest Date: 8/12/2010

Cashier: yxp

Drawer: 1098

Amount Tendered: \$276.92

Less Change: \$0.00

Amount Applied: \$276.92

Receipt Applied To:

Property Account No. / Reference	Year District	Amount	Description
139-09-217-099	2011 250	\$276.92	Property Tax Principal
TOTAL:		\$276.92	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$276.92		CORELOGIC RESIDENTIAL
TOTAL:	\$276.92		

Thank you for your payment.

End of Receipt Number 19838079: 1 Page

CORELOGIC RESIDENTIAL
REFUNDS DFW 1-3-110
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 19838079

[PROD]

Run: 11/25/2020 3:46:49 PM

ARM631

3257

R 000386

**CLARK COUNTY**

RECEIPT NUMBER: 20459060

Page 1 of 1

Entered: 10/1/2010 12:00 AM

Interest Date: 9/30/2010

Cashier: yxp

Drawer: 1098

Amount Tendered: \$276.92

Less Change: \$0.00

Amount Applied: \$276.92

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-098	2011	250	\$276.92	Property Tax Principal
TOTAL			\$276.92	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$276.92		CORELOGIC RESIDENTIAL
TOTAL:	\$276.92		

Interest Date equals Received Date

End of Receipt Number 20459060: 1 Page

CORELOGIC RESIDENTIAL
REFUNDS DFW 1-3-110
1 CORELOGIC WAY
WESTLAKE TX 76262**RECEIPT NUMBER: 20459060**

[PROD]

Run: 11/25/2020 3:46:50 PM

ARM632

3258

R 000387

**CLARK COUNTY**

RECEIPT NUMBER: 21008003

Page 1 of 1

Entered: 12/30/2010 12:00 AM

Interest Date: 12/30/2010

Cashier: yxp

Drawer: 1098

Amount Tendered: \$276.92

Less Change: \$0.00

Amount Applied: \$276.92

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2011	250	\$276.92	Property Tax Principal
TOTAL:			\$276.92	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$276.92		CORELOGIC RESIDENTIAL
TOTAL:	\$276.92		

Thank you for your payment.

End of Receipt Number 21008003: 1 Page

CORELOGIC RESIDENTIAL
REFUNDS DFW 1-3-110
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 21008003

[PROD]

Run: 11/25/2020 3:46:51 PM

ARM633

3259

R 000388

**CLARK COUNTY**

RECEIPT NUMBER: 21820071

Page 1 of 1

Entered: 3/8/2011 12:00 AM

Interest Date: 3/8/2011

Cashier: mlg

Drawer: 1092

Amount Tendered: \$276.92

Less Change: \$0.00

Amount Applied: \$276.92

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2011	250	\$276.92	Property Tax Principal
TOTAL:			\$276.92	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$276.92		CORELOGIC RESIDENTIAL
TOTAL:	\$276.92		

Thank you for your payment.

End of Receipt Number 21820071: 1 Page

CORELOGIC RESIDENTIAL
REFUNDS DFW 1-3-110
1 CORELOGIC WAY
WESTLAKE TX 76262**RECEIPT NUMBER: 21820071**

[PROD]

Run: 11/25/2020 3:46:52 PM

ARM634

3260

R 000389



CLARK COUNTY

RECEIPT NUMBER: 22550958

Page 1 of 1

Entered: 8/15/2011 12:00 AM

Interest Date: 8/15/2011

Cashier: mlg

Drawer: 1092

Amount Tendered: \$285.77

Less Change: \$0.00

Amount Applied: \$285.77

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2012	250	\$285.22	Property Tax Principal
	2012	WATLV	\$0.55	Las Vegas Artesian Basin
TOTAL:			\$285.77	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$285.77		CORELOGIC RESIDENTIAL
TOTAL:	\$285.77		

Thank you for your payment.

End of Receipt Number 22550958: 1 Page

CORELOGIC RESIDENTIAL
ATTN REFUND DEPT
PO BOX 961250
FORT WORTH TX 76161-0250

RECEIPT NUMBER: 22550958

[PROD]

Run: 11/25/2020 3:46:53 PM

ARM635

3261

R 000390

**CLARK COUNTY**

RECEIPT NUMBER: 23235558

Page 1 of 1

Entered: 10/3/2011 12:00 AM

Interest Date: 9/30/2011

Cashier: mlg

Drawer: 1092

Amount Tendered: \$285.23

Less Change: \$0.00

Amount Applied: \$285.23

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2012	250	\$285.23	Property Tax Principal
TOTAL:			\$285.23	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$285.23		CORELOGIC RESIDENTIAL
TOTAL:	\$285.23		

Interest Date equals Received Date

End of Receipt Number 23235558: 1 Page

CORELOGIC RESIDENTIAL
ATTN REFUND DEPT
PO BOX 961250
FORT WORTH TX 76161-0250

RECEIPT NUMBER: 23235558

{PROD}

Run: 11/25/2020 3:46:54 PM

ARM636

3262

R 000391



CLARK COUNTY

RECEIPT NUMBER: 23927205

Page 1 of 1

Entered: 1/5/2012 12:00 AM

Interest Date: 1/4/2012

Cashier: mdm

Drawer: 1093

Amount Tendered: \$285.23

Less Change: \$0.00

Amount Applied: \$285.23

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2012	250	\$285.23	Property Tax Principal
TOTAL:			\$285.23	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$285.23		CORELOGIC RESIDENTIAL
TOTAL:	\$285.23		

Thank you for your payment.

End of Receipt Number 23927205: 1 Page

CORELOGIC RESIDENTIAL
ATTN REFUND DEPT
PO BOX 961250
FORT WORTH TX 76161-0250

RECEIPT NUMBER: 23927205

[PROD]

Run: 11/25/2020 3:46:55 PM

ARM637

3263

R 000392

**CLARK COUNTY**

RECEIPT NUMBER: 24436651

Page 1 of 1

Entered: 3/2/2012 12:00 AM

Interest Date: 3/2/2012

Cashier: mdm

Drawer: 1093

Amount Tendered: \$285.23

Less Change: \$0.00

Amount Applied: \$285.23

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
138-09-217-099	2012	250	\$285.23	Property Tax Principal
TOTAL			\$285.23	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$285.23		CORELOGIC RESIDENTIAL
TOTAL	\$285.23		

Thank you for your payment.

End of Receipt Number 24436651: 1 Page

CORELOGIC RESIDENTIAL
ATTN REFUND DEPT
PO BOX 961250
FORT WORTH TX 76161-0250**RECEIPT NUMBER: 24436651**

[PROD]

Run: 11/25/2020 3:46:56 PM

ARM638

3264

R 000393



CLARK COUNTY

RECEIPT NUMBER: 25009944

Page 1 of 1

Entered: 8/16/2012 12:00 AM

Interest Date: 8/16/2012

Cashier: mlg

Drawer: 1092

Amount Tendered: \$264.35

Less Change: \$0.00

Amount Applied: \$264.35

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2013	250	\$263.85	Property Tax Principal
	2013	WATLV	\$0.50	Las Vegas Artesian Basin
TOTAL:			\$264.35	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$264.35		CORELOGIC RESIDENTIAL
TOTAL:	\$264.35		

Thank you for your payment.

End of Receipt Number 25009944: 1 Page

CORELOGIC RESIDENTIAL
ATTN REFUND DEPT
PO BOX 961250
FORT WORTH TX 76161-0250

RECEIPT NUMBER: 25009944

[PROD]

Run: 11/25/2020 3:46:57 PM

ARM639

3265

R 000394



CLARK COUNTY

RECEIPT NUMBER: 25709506

Page 1 of 1

Entered: 10/3/2012 12:00 AM

Interest Date: 10/3/2012

Cashier: yxp

Drawer: 1098

Amount Tendered: \$263.87

Less Change: \$0.00

Amount Applied: \$263.87

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2013	250	\$263.87	Property Tax Principal
TOTAL:			\$263.87	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$263.87		CORELOGIC RESIDENTIAL
TOTAL:	\$263.87		

Thank you for your payment.

End of Receipt Number 25709506: 1 Page

CORELOGIC RESIDENTIAL
ATTN REFUND DEPT
PO BOX 961250
FORT WORTH TX 76161-0250

RECEIPT NUMBER: 25709506

{PROD}

Run: 11/25/2020 3:46:58 PM

ARM640

3266

R 000395



CLARK COUNTY

RECEIPT NUMBER: 26378473

Page 1 of 1

Entered: 1/8/2013 12:00 AM

Interest Date: 1/8/2013

Cashier: clo

Drawer: 1097

Amount Tendered: \$263.87

Less Change: \$0.00

Amount Applied: \$263.87

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2013	250	\$263.87	Property Tax Principal
TOTAL:			\$263.87	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$263.87		CORELOGIC RESIDENTIAL
TOTAL:	\$263.87		

Thank you for your payment.

End of Receipt Number 26378473: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 26378473

[PROD]

Run: 11/25/2020 3:46:59 PM

ARM641

3267

R 000396



CLARK COUNTY

RECEIPT NUMBER: 26945897

Page 1 of 1

Entered: 3/1/2013 12:00 AM

Interest Date: 2/28/2013

Cashier: clo

Drawer: 1097

Amount Tendered: \$263.87

Less Change: \$0.00

Amount Applied: \$263.87

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2013	250	\$263.87	Property Tax Principal
TOTAL:			\$263.87	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$263.87		CORELOGIC RESIDENTIAL
TOTAL:	\$263.87		

Interest Date equals Received Date

End of Receipt Number 26945897: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 26945897

[PROD]

Run: 11/25/2020 3:47:00 PM

ARM642

3268

R 000397

**CLARK COUNTY**

RECEIPT NUMBER: 27729365

Page 1 of 1

Entered: 8/16/2013 12:00 AM

Interest Date: 8/16/2013

Cashier: yxp

Drawer: 1098

Amount Tendered: \$268.42

Less Change: \$0.00

Amount Applied: \$268.42

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2014	250	\$267.80	Property Tax Principal
	2014	WATLV	\$0.62	Las Vegas Artesian Basin
TOTAL:			\$268.42	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$268.42		CORELOGIC RESIDENTIAL
TOTAL:	\$268.42		

Thank you for your payment.

End of Receipt Number 27729365: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT.
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 27729365

[PROD]

Run: 11/25/2020 3:47:01 PM

ARM643

3269

R 000398



CLARK COUNTY

RECEIPT NUMBER: 28376785

Page 1 of 1

Entered: 10/3/2013 12:00 AM

Interest Date: 10/3/2013

Cashier: yxp

Drawer: 1098

Amount Tendered: \$267.82

Less Change: \$0.00

Amount Applied: \$267.82

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2014	250	\$267.82	Property Tax Principal
TOTAL:			\$267.82	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$267.82		CORELOGIC RESIDENTIAL
TOTAL:	\$267.82		

Thank you for your payment.

End of Receipt Number 28376785: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 28376785

[PROD]

Run: 11/25/2020 3:47:02 PM

ARM644

3270

R 000399



CLARK COUNTY

RECEIPT NUMBER: 29000448

Page 1 of 1

Entered: 1/2/2014 12:00 AM

Interest Date: 12/31/2013

Cashier: yxp

Drawer: 1098

Amount Tendered: \$267.82

Less Change: \$0.00

Amount Applied: \$267.82

Receipt Applied To:

Property Account No. / Reference	Year District	Amount	Description
139-09-217-099	2014 250	\$267.82	Property Tax Principal
TOTAL:		\$267.82	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$267.82		CORELOGIC RESIDENTIAL
TOTAL:	\$267.82		

Interest Date equals Received Date

End of Receipt Number 29000448: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 29000448

[PROD]

Run: 11/25/2020 3:47:03 PM

ARM645

3271

R 000400

**CLARK COUNTY**

RECEIPT NUMBER: 29555363

Page 1 of 1

Entered: 3/1/2014 12:00 AM

Interest Date: 2/28/2014

Cashier: nub

Drawer: 1090

Amount Tendered: \$267.82

Less Change: \$0.00

Amount Applied: \$267.82

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2014	250	\$267.82	Property Tax Principal
TOTAL:			\$267.82	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$267.82		CORELOGIC RESIDENTIAL
TOTAL:	\$267.82		

Thank you for your payment.

End of Receipt Number 29555363: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 29555363

[PROD]

Run: 11/25/2020 3:47:04 PM

ARM646

3272

R 000401



CLARK COUNTY

RECEIPT NUMBER: 30304399

Page 1 of 1

Entered: 8/15/2014 12:00 AM

Interest Date: 8/15/2014

Cashier: yxp

Drawer: 1098

Amount Tendered: \$276.57

Less Change: \$0.00

Amount Applied: \$276.57

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2015	250	\$275.85	Property Tax Principal
	2015	WATLV	\$0.72	Las Vegas Artesian Basin
		TOTAL:	\$276.57	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$276.57		CORELOGIC RESIDENTIAL
	TOTAL:	\$276.57	

Thank you for your payment.

End of Receipt Number 30304399: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 30304399

[PROD]

Run: 11/25/2020 3:47:05 PM

ARM647

3273

R 000402



CLARK COUNTY

RECEIPT NUMBER: 30842931

Page 1 of 1

Entered: 10/3/2014 12:00 AM

Interest Date: 10/3/2014

Cashier: nub

Drawer: 1090

Amount Tendered: \$275.85

Less Change: \$0.00

Amount Applied: \$275.85

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2015	250	\$275.85	Property Tax Principal
TOTAL:			\$275.85	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$275.85		CORELOGIC RESIDENTIAL
TOTAL:		\$275.85	

Thank you for your payment.

End of Receipt Number 30842931: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 30842931

[PROD]

Run: 11/25/2020 3:47:06 PM

ARM648

3274

R 000403



CLARK COUNTY

RECEIPT NUMBER: 31503463

Page 1 of 1

Entered: 1/5/2015 12:00 AM

Interest Date: 12/31/2014

Cashier: yxp

Drawer: 1098

Amount Tendered: \$275.85

Less Change: \$0.00

Amount Applied: \$275.85

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2015	250	\$275.85	Property Tax Principal
TOTAL:			\$275.85	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$275.85		CORELOGIC RESIDENTIAL
TOTAL:	\$275.85		

Interest Date equals Received Date

End of Receipt Number 31503463: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 31503463

[PROD]

Run: 11/25/2020 3:47:07 PM

ARM649

3275

R 000404



CLARK COUNTY

RECEIPT NUMBER: 32112069

Page 1 of 1

Entered: 3/3/2015 12:00 AM

Interest Date: 3/3/2015

Cashier: yxp

Drawer: 1098

Amount Tendered: \$275.85

Less Change: \$0.00

Amount Applied: \$275.85

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2015	250	\$275.85	Property Tax Principal
TOTAL:			\$275.85	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$275.85		CORELOGIC RESIDENTIAL
TOTAL:	\$275.85		

Thank you for your payment.

End of Receipt Number 32112069: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 32112069

[PROD]

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ARM650

3276

R 000405

**CLARK COUNTY**

RECEIPT NUMBER: 32814863

Page 1 of 1

Entered: 8/17/2015 12:00 AM

Interest Date: 8/17/2015

Cashier: yxp

Drawer: 1098

Amount Tendered: \$285.09

Less Change: \$0.00

Amount Applied: \$285.09

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2016	250	\$284.11	Property Tax Principal
	2016	WATLV	\$0.98	Las Vegas Artesian Basin
TOTAL:			\$285.09	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$285.09		CORELOGIC RESIDENTIAL
TOTAL:	\$285.09		

Thank you for your payment.

End of Receipt Number 32814863: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262**RECEIPT NUMBER: 32814863**

[PROD]

Run: 11/25/2020 3:47:09 PM

ARM651

3277

R 000406

**CLARK COUNTY**

RECEIPT NUMBER: 33603139

Page 1 of 1

Entered: 10/5/2015 12:00 AM

Interest Date: 10/5/2015

Cashier: yxp

Drawer: 1098

Amount Tendered: \$284.13

Less Change: \$0.00

Amount Applied: \$284.13

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2016	250	\$284.13	Property Tax Principal
TOTAL:			\$284.13	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$284.13		CORELOGIC RESIDENTIAL
TOTAL:	\$284.13		

Thank you for your payment.

End of Receipt Number 33603139: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 75262

RECEIPT NUMBER: 33603139

[PROD]

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ARM652

3278

R 000407



CLARK COUNTY

RECEIPT NUMBER: 34141065

Page 1 of 1

Entered: 1/5/2016 12:00 AM

Interest Date: 12/31/2015

Cashier: yxp

Drawer: 1090

Amount Tendered: \$284.13

Less Change: \$0.00

Amount Applied: \$284.13

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2016	250	\$284.13	Property Tax Principal
TOTAL:			\$284.13	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$284.13		CORELOGIC RESIDENTIAL
TOTAL:	\$284.13		

Interest Date equals Received Date

End of Receipt Number 34141065: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 34141065

[PROD]

Run: 11/25/2020 3:47:11 PM

ARM653

3279

R 000408



CLARK COUNTY

RECEIPT NUMBER: 34681753

Page 1 of 1

Entered: 3/3/2016 12:00 AM

Interest Date: 3/3/2016

Cashier: yxp

Drawer: 1098

Amount Tendered: \$284.13

Less Change: \$0.00

Amount Applied: \$284.13

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2016	250	\$284.13	Property Tax Principal
TOTAL:			\$284.13	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$284.13		CORELOGIC RESIDENTIAL
TOTAL:	\$284.13		

Thank you for your payment.

End of Receipt Number 34681753: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 34681753

[PROD]

Run: 11/25/2020 3:47:12 PM

ARM654

3280

R 000409

**CLARK COUNTY**

RECEIPT NUMBER: 35442057

Page 1 of 1

Entered: 8/16/2016 12:00 AM

Interest Date: 8/16/2016

Cashier: yxp

Drawer: 1098

Amount Tendered: \$286.51

Less Change: \$0.00

Amount Applied: \$286.51

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2017	250	\$284.70	Property Tax Principal
	2017	WATLV	\$1.81	Las Vegas Artesian Basin
TOTAL:			\$286.51	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$286.51		CORELOGIC RESIDENTIAL
TOTAL:	\$286.51		

Thank you for your payment.

End of Receipt Number 35442057: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262**RECEIPT NUMBER: 35442057**

[PROD]

Run: 11/25/2020 3:47:13 PM

ARM655

3281

R 000410



CLARK COUNTY

RECEIPT NUMBER: 36076428

Page 1 of 1

Entered: 9/30/2016 12:00 AM

Interest Date: 9/30/2016

Cashier: yxp

Drawer: 1098

Amount Tendered: \$284.69

Less Change: \$0.00

Amount Applied: \$284.69

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2017	250	\$284.69	Property Tax Principal
TOTAL:			\$284.69	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$284.69		CORELOGIC RESIDENTIAL
TOTAL:	\$284.69		

Thank you for your payment.

End of Receipt Number 36076428: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 36076428

[PROD]

Run: 11/25/2020 3:47:14 PM

ARM656

3282

R 000411



CLARK COUNTY

RECEIPT NUMBER: 36709243

Page 1 of 1

Entered: 1/4/2017 12:00 AM

Interest Date: 1/4/2017

Cashier: yxp

Drawer: 1098

Amount Tendered: \$284.69

Less Change: \$0.00

Amount Applied: \$284.69

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2017	250	\$284.69	Property Tax Principal
TOTAL:			\$284.69	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$284.69		CORELOGIC RESIDENTIAL
TOTAL:	\$284.69		

Thank you for your payment.

End of Receipt Number 36709243: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76282

RECEIPT NUMBER: 36709243

[PROD]

Run: 11/25/2020 3:47:15 PM

ARM657

3283

R 000412



CLARK COUNTY

RECEIPT NUMBER: 37313158
Page 1 of 1
Entered: 3/6/2017 12:00 AM
Interest Date: 3/6/2017
Cashier: gbt
Drawer: 1094

Amount Tendered: \$284.69
Less Change: \$0.00
Amount Applied: \$284.69

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2017	250	\$284.69	Property Tax Principal
TOTAL:			\$284.69	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$284.69		CORELOGIC RESIDENTIAL
TOTAL:	\$284.69		

Thank you for your payment.

End of Receipt Number 37313158: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT
1 CORELOGIC WAY
WESTLAKE TX 76262

RECEIPT NUMBER: 37313158

[PROD]

Run: 11/25/2020 3:47:16 PM

ARM658

3284

R 000413



CLARK COUNTY

RECEIPT NUMBER: 38111650

Page 1 of 1

Entered: 8/22/2017 12:00 AM

Interest Date: 8/22/2017

Cashier: yxp

Drawer: 1098

Amount Tendered: \$293.88

Less Change: \$0.00

Amount Applied: \$293.88

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2018	250	\$292.08	Property Tax Principal
	2018	WATLV	\$1.80	Las Vegas Artesian Basin
TOTAL:			\$293.88	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$293.88		CORELOGIC RESIDENTIAL
TOTAL:	\$293.88		

Thank you for your payment.

End of Receipt Number 38111650: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT.
P.O. BOX 9202
COPPELL TX 75019-9208

RECEIPT NUMBER: 38111650

[PROD]

Run: 11/25/2020 3:47:17 PM

ARM659

3285

R 000414

**CLARK COUNTY**

RECEIPT NUMBER: 38570909

Page 1 of 1

Entered: 9/28/2017 7:51 AM

Interest Date: 9/28/2017

Cashier: gbt

Drawer: 2034

Amount Tendered: \$876.30

Less Change: \$0.00

Amount Applied: \$876.30

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2018	250	\$876.30	Property Tax Principal
TOTAL:			\$876.30	

Form of Payment	Amount	Reference	Payer
Debit Card	\$876.30	AUTH 180578/1	ARMSTRONG TYRONE K
TOTAL:	\$876.30		

Thank you for your payment.

End of Receipt Number 38570909: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 38570909

[PROD]

Run: 11/25/2020 3:47:18 PM

ARM660

3286

R 000415



CLARK COUNTY

RECEIPT NUMBER: 40697231

Page 1 of 1

Entered: 8/17/2018 12:00 AM

Interest Date: 8/17/2018

Cashier: yxp

Drawer: 1098

Amount Tendered: \$306.15

Less Change: \$0.00

Amount Applied: \$306.15

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2019	250	\$304.37	Property Tax Principal
	2019	WATLV	\$1.78	Las Vegas Artesian Basin
TOTAL:			\$306.15	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$306.15		CORELOGIC RESIDENTIAL
TOTAL:	\$306.15		

Thank you for your payment.

End of Receipt Number 40697231: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT.
P.O. BOX 9202
COPPELL TX 75019-9208

RECEIPT NUMBER: 40697231

[PROD]

Run: 11/25/2020 3:47:19 PM

ARM661

3287

R 000416



CLARK COUNTY

RECEIPT NUMBER: 41211473

Page 1 of 1

Entered: 9/18/2018 10:02 AM

Interest Date: 9/18/2018

Cashier: gup

Drawer: 2018

Amount Tendered: \$304.36

Less Change: \$0.00

Amount Applied: \$304.36

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2019	250	\$304.36	Property Tax Principal
TOTAL:			\$304.36	

Form of Payment	Amount	Reference	Payer
Debit Card	\$304.36	AUTH#562355-002	ARMSTRONG TYRONE K
TOTAL:	\$304.36		

Thank you for your payment.

End of Receipt Number 41211473: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 41211473

[PROD]

Run: 11/25/2020 3:47:20 PM

ARM662

3288

R 000417



CLARK COUNTY

RECEIPT NUMBER: 41809565

Page 1 of 1

Entered: 11/20/2018 3:50 PM

Interest Date: 11/20/2018

Cashier: gup

Drawer: 2018

Amount Tendered: \$400.00

Less Change: (\$95.64)

Amount Applied: \$304.36

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2018	250	\$304.36	Property Tax Principal
TOTAL:			\$304.36	

Form of Payment	Amount	Reference	Payer
Cash	\$304.36		ARMSTRONG TYRONE K.
TOTAL:	\$304.36		

Thank you for your payment.

End of Receipt Number 41809565: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 41809565

[PROD]

Run: 11/25/2020 3:47:21 PM

ARM663

3289

R 000418



CLARK COUNTY

RECEIPT NUMBER: 42413075

Page 1 of 1

Entered: 2/5/2019 4:14 PM

Interest Date: 2/5/2019

Cashier: mxgar

Drawer: 2023

Amount Tendered: \$304.36

Less Change: \$0.00

Amount Applied: \$304.36

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2019	250	\$304.36	Property Tax Principal
TOTAL:			\$304.36	

Form of Payment	Amount	Reference	Payer
Debit Card	\$304.36	AUTH#981300/6	ARMSTRONG TYRONE K
TOTAL:	\$304.36		

Thank you for your payment.

End of Receipt Number 42413075: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 42413075

[PROD]

Run: 11/25/2020 3:47:22 PM

ARM664

3290

R 000419



CLARK COUNTY

RECEIPT NUMBER: 43001267
Page 1 of 1
Entered: 7/8/2019 12:43 PM
Interest Date: 7/8/2019
Cashier: mxgar
Drawer: 2023

Amount Tendered: \$321.00
Less Change: (\$0.26)
Amount Applied: \$320.74

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2020	250	\$318.98	Property Tax Principal
	2020	WATLV	\$1.76	Las Vegas Artesian Basin
TOTAL:			\$320.74	

Form of Payment	Amount	Reference	Payer
Cash	\$320.74		ARMSTRONG TYRONE K
TOTAL:	\$320.74		

Thank you for your payment.

End of Receipt Number 43001267: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 43001267

[PROD]

Run: 11/25/2020 3:47:23 PM

ARM665

3291

R 000420

**CLARK COUNTY**

RECEIPT NUMBER: 44216528

Page 1 of 1

Entered: 10/8/2019 12:00 AM

Interest Date: 10/7/2019

Cashier: yxp

Drawer: 1098

Amount Tendered: \$318.97

Less Change: \$0.00

Amount Applied: \$318.97

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2020	250	\$318.97	Property Tax Principal
TOTAL:			\$318.97	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$318.97		CORELOGIC RESIDENTIAL
TOTAL:		\$318.97	

Thank you for your payment.

End of Receipt Number 44216528: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT.
P.O. BOX 9202
COPPELL TX 75019-9208**RECEIPT NUMBER: 44216528**

[PROD]

Run: 11/25/2020 3:47:24 PM

ARM666

3292

R 000421



CLARK COUNTY

RECEIPT NUMBER: 44834866

Page 1 of 1

Entered: 1/8/2020 12:00 AM

Interest Date: 1/7/2020

Cashier: yxp

Drawer: 1098

Amount Tendered: \$318.97

Less Change: \$0.00

Amount Applied: \$318.97

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2020	250	\$318.97	Property Tax Principal
TOTAL:			\$318.97	

Form of Payment	Amount	Reference	Payer
Wire Transfer	\$318.97		CORELOGIC RESIDENTIAL
TOTAL:		\$318.97	

Thank you for your payment.

End of Receipt Number 44834866: 1 Page

CORELOGIC RESIDENTIAL
ATTN: REFUND DEPT.
P.O. BOX 9202
COPPELL TX 75019-9208

RECEIPT NUMBER: 44834866

[PROD]

Run: 11/25/2020 3:47:25 PM

ARM667

3293

R 000422

**CLARK COUNTY**

RECEIPT NUMBER: 45113736

Page 1 of 1

Entered: 2/6/2020 3:05 PM

Interest Date: 2/6/2020

Cashier: edom

Drawer: 2003

Amount Tendered: \$320.00

Less Change: (\$1.03)

Amount Applied: \$318.97

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2020	250	\$318.97	Property Tax Principal
TOTAL:			\$318.97	

Form of Payment	Amount	Reference	Payer
Cash	\$318.97		ARMSTRONG TYRONE K
TOTAL:	\$318.97		

Thank you for your payment.

End of Receipt Number 45113736: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157**RECEIPT NUMBER: 45113736**

[PROD]

Run: 11/25/2020 3:47:26 PM

ARM668

3294

R 000423

**CLARK COUNTY**

RECEIPT NUMBER: 45830022
Page 1 of 1
Entered: 7/30/2020 9:52 AM
Interest Date: 7/30/2020
Cashier: ascendiv
Drawer: -2

Amount Tendered: \$1,363.79
Less Change: \$0.00
Amount Applied: \$1,363.79

Receipt Applied To:

Property Account No. / Reference	Year	District	Amount	Description
139-09-217-099	2021	250	\$1,361.37	Property Tax Principal
	2021	WATLV	\$2.42	Las Vegas Artesian Basin
TOTAL:			\$1,363.79	

Form of Payment	Amount	Reference	Payer
Visa	\$1,363.79	94285	ARMSTRONG TYRONE K
TOTAL:	\$1,363.79		

End of Receipt Number 45830022: 1 Page

ARMSTRONG TYRONE K
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157

RECEIPT NUMBER: 45830022

[PROD]

Run: 11/25/2020 3:47:27 PM

ARM669

3295

R 000424

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EXHIBIT 9



A Stock Company With Home Offices in Bloomington, Illinois

Po Box 9011
Tempe AZ 85281-9711

Named Insured

ATT

H-24-2385-FAA5

H F

ARMSTRONG, TYRONE K
3713 BRENTCOVE DR
N LAS VEGAS NV 89032-3157

DECLARATIONS PAGE

AMENDED DEC 16 2016

Policy Number

Policy Period	Effective Date	Expiration Date
12 Months	MAY 5 2016	MAY 5 2017

The policy period begins and ends at 12:01 am standard time at the residence premises.

HOMEOWNERS POLICY

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

Location of Residence Premises
Same as Insured's Address

Your policy is amended DEC 16 2016
1ST MORTGAGEE DELETED

Coverages & Property

SECTION I

- A Dwelling
- Dwelling Extension up to
- B Personal Property
- C Loss of Use

Limits of Liability

\$ 182,400
\$ 18,240
\$ 136,800
Actual Loss Sustained

SECTION II

- L Personal Liability (Each Occurrence)
- Damage to Property of Others
- M Medical Payments to Others (Each Person)

\$ 100,000
\$ 500
\$ 1,000

Inflation Coverage Index: 229.4

Deductibles - Section I

All Losses 1% \$ 1,824

In case of loss under this policy, the deductibles will be applied per occurrence and will be deducted from the amount of the loss. Other deductibles may apply - refer to policy.

Loss Settlement Provision (See Policy)

- A1 Replacement Cost - Similar Construction
- B1 Limited Replacement Cost - Coverage B

Endorsement Premium

NONE

Discounts Applied:
Home/Auto
Claim Record

Forms, Options, & Endorsements

Homeowners Policy EP-7955
Homeowners Policy Endorsement EE-3503
Amendatory Endorsement EE-2340
Jewelry and Furs \$1,500 Each Option JF
Article/\$2,500 Aggregate
Increase Dwlg Up to \$ 36,480 Option ID
Ordinance/Law 10%/\$ 18,240 Option OL

Other limits and exclusions may apply - refer to your policy

Your policy consists of this page, any endorsements and the policy form. Please keep these together.

EP-7022.10

JUAN C DIAZ
702-488-4242

8385 251

Prepared DEC 13 2016

565-7779

10/25/2016 11:26 AM 1/25/2016 11:26 AM

ARM143

3297

R 000426



For account information or inquiries: (702) 693-1484
See reverse side for additional information
Pay online at www.cityofnorthlasvegas.com

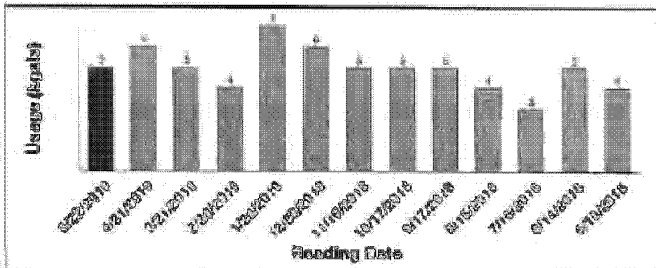
Customer Number
Account Number
Online Banking Account #

Billing Date 5/29/2019
Service Address 3713 BRENTCOVE DR
Account Type Single Family
Balance Forward 0.00
Current Charges - Due 6/19/2019 83.69
Total Amount Due 83.69
After 6/19/2019, pay 92.06

Billing Summary

Payment - Thank You (93.09)
Previous Bill 93.09
Balance Forward 0.00
Water - Daily Water Service 11.47
Water Usage - Tier 1 3.0 x 2.02 10.10
Water Subtotal 21.57
Sewer - Monthly Service Fee 4.26
Sewer Usage - Tier 1 3.0 x 15.51 15.51
Sewer Usage - Tier 2 2.0 x 5.65 11.30
Wastewater Subtotal 31.07
Graffiti - Community Improvement 0.75
City of North Las Vegas Utility Subtotal 53.39
SNWA - Reliability Surcharge 0.00
SNWA - Infrastructure Charge 3.11
SNWA - Drought Charge 4.81
SNWA - Commodity Charge 5.0 x 0.48 2.40
Southern Nevada Water Authority Subtotal 15.38
Garbage - Single Family Residential 14.83
Garbage - State Taxes 0.09
Republic Services Garbage, Com & Mod Tax 14.92
Current Charges 83.69

Current Read Date	Current Read	Days	Usage (thousand gallons)	Meter Size
5/22/2019	1316	31	5	0.75

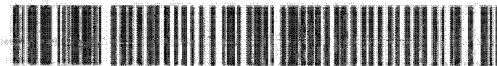


Pay your bill with CASH at 7-Eleven. There is no fee and payment is posted same-day. Take this bill to 7-Eleven and tell the cashier the amount you would like to pay. See back for more PayNearMe information.

Store Associate Steps:

- 1) Enter Amount of Payment
- 2) Hit <LOAD> Button on POS
- 3) Scan BARCODE
- 4) Collect Cash and Provide Receipt

PayNearMe(™) 29EMME



Associate Issue 7-Eleven Support: 866-714-6064
PayNearMe is a trademark of PayNearMe, Inc. Patents pending. Subject to terms of use at paynearme.com



If mailing, allow 5 business days for processing
See reverse side for additional information

0020850360

For CNLV Kiosk Payment:



*****AUTO**SCH 5-DIGIT 89032

3378 0.6410 AV 0.383 9 1 230



TYRONE K ARMSTRONG
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032-3157

Customer Number 1015767
Account Number 028770
Online Banking Account # 1015767-028770-9

Balance Forward 0.00
Current Charges - Due 6/19/2019 83.69

Total Amount Due 83.69
After 6/19/2019, pay 92.06

Amount Paid

CITY OF NORTH LAS VEGAS
UTILITIES DEPARTMENT
PO BOX 260118
NORTH LAS VEGAS, NV 89035-0118

101576702877000008369000092066

ARM144

3298

R 000427

HIDDEN CANYON OWNERS ASSOC.
C/O CAMCO
PO BOX 400518
LAS VEGAS, NV 89140
FORWARDING SERVICE REQUESTED

pd



HOMEOWNERS ASSOCIATION MANAGEMENT

HIDDEN CANYON OWNERS ASSOCIATION

Account Number	Billing Date	Amount Due
60322	Dec 07, 2016	\$80.40

*****AUTO**5-DIGIT 89032
458740P 3325WEDP 124771 1 1



TYRONE ARMSTRONG
RE: 3713 BRENTCOVE DR
3713 BRENTCOVE DR
N LAS VEGAS NV 89032-3157



To receive future statements electronically,
visit <http://www.es/mi.net>

Your Registration ID: 0296-3454-wT4c

DESCRIPTION OF CHARGES

Date	Transaction	Amount	Balance
	Previous Balance:		40.00
10/30/2016	Late Fee	10.00	50.00
10/31/2016	Late Fee	.18	50.18
11/30/2016	Late Fee	.22	50.40
1/1/2017	Assessment	30.00	80.40

IMPORTANT MESSAGE

VISIT OUR WEBSITE AT WWW.CAMCONEVADA.COM TO MAKE YOUR PAYMENT.

**HIDDEN CANYON IS OFFERING A 10% DISCOUNT IF YOU PAY THE ENTIRE AMOUNT FOR 2017 BEFORE
DECEMBER 30, 2016 (\$108 INSTEAD OF \$120)**

IF YOU ARE IN BANKRUPTCY - THIS STATEMENT IS FOR INFORMATIONAL PURPOSES ONLY!

Date Paid

4/11/17

Check #

8040

Amount

ARM145

1232 Premier Drive, Suite 100
Chattanooga, TN 37421

HomeServe

Please note our new address.

Tyrone Armstrong
3713 Brentcove Dr
North Las Vegas, NV 89032-3157

December 22, 2018



Dear Tyrone Armstrong,

Thank you for choosing Exterior Water Service Line from HomeServe. Your Declaration Page is on the back of this letter and the Terms and Conditions are enclosed, which together form your Service Agreement. Keep this information handy to help you use your coverage in the event of a covered exterior water service line emergency.

To make a service call, simply call the Emergency Repair Hotline and provide your Service Agreement Number. A local, licensed technician will be directed to your property. Once a covered repair has been completed, you will pay nothing up to your benefit amount.

Hopefully you won't be faced with an exterior water service line emergency, but if you are, prompt, reliable assistance is just one call away.

We're glad you're with us.

Sincerely,

John Kitzle
Chief Operating Officer
HomeServe

HomeServe USA Repair Management Corp. ("HomeServe"), with corporate offices located at 801 Merritt 7, 6th Floor, Norwalk, CT 06851, is an independent company separate from your local utility or community and offers this optional service plan as an authorized representative of the service contract provider, North American Warranty, Inc., 175 West Jackson Blvd., Chicago, IL 60604.

ARM146

PLEASE KEEP THESE DOCUMENTS SAFE

3300

HSCTAR_0918

R 000429

02/11/2017

Silver State HVAC replaced the entire unit.

It was found that after cleaning the unit had a heat surge that happened that caused the unit panel to become cracked, which, lead to the unit leaking carbon monoxide and gas being leaked into the home.

The cost total was \$7,900, the home owner paid \$6,000, (check attached). This leaves a balance of \$1,900 to be paid within the next three (3) weeks.

If you have any questions please call Lou at Silver State, (card attached).



TYRONE K ARMSTRONG
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032

Open Since
12/16/2016

0003
57-77510293

DATE Feb 11, 2017

PAY TO THE ORDER OF Silver State HVAC \$ 6,000.00

Six thousand 00/100

AMERICA FIRST CREDIT UNION P.O. Box 9199 Ogden, UT 84409 www.americafirst.com

FOR New Heating/Air Conditioning Tyrone Armstrong

0003

ARM147

3301

R 000430

Paul Davis Restoration

1818 Industrial Rd. Ste. 210
Las Vegas, Nevada 89102

Phone # 702-380-4802 info@pdrsnev.com
Fax # 702-380-4808

Statement

Date

7/7/2016

To:

TYRONE Armstrong
3713 BRENTCOVE DR
North Las Vegas, NV 89032

		Amount Due	Amount Enc
		\$11,269.56	
Date	Transaction	Amount	Balance
04/04/2016	Balance forward		0.00
06/13/2016	INV #12954CM. Due 06/13/2016. 013495 - TYRONE Armstrong - P01 --- Contract, 6,527.76 @ \$1.00 = 6,527.76 --- Tax Due \$0.00	6,527.76	6,527.76
06/30/2016	INV #12985CM. Due 06/30/2016. 013495 - TYRONE Armstrong - M01 --- Contract, 4,741.8 @ \$1.00 = 4,741.80 --- Tax Due \$0.00	4,741.80	11,269.56
			</

ARM148

3302

R 000431



HEATING AND COOLING PRODUCTS

TYRONE ARMSTRONG
3713 BRENT COVE
NORTH LAS VEGAS, NV 89032

Date: 2/16/2017

Dear TYRONE ARMSTRONG,

Thank you for purchasing and registering your new home comfort product. Enclosed is confirmation of your registration. We hope you will enjoy years of trouble-free operation from your new comfort system but should it ever need service, please contact the original installing dealer. They have been trained to repair and keep your new system operating at peak performance.

This document contains information that will help your dealer efficiently process any warranty claim. Always keep this original document as your permanent record of installation.

We appreciate your business and look forward to serving your comfort needs for years to come!

MAYTAG HVAC Warranty Department

You have declined to purchase labor coverage.
Please see your warranty documents for coverage information.

Privacy Policy Notice: Your information is used by the manufacturer and dealer in warranty claim processing. You may also receive related special offers and maintenance reminders on your system, but can opt-out of this feature by going to <http://optout.NortekHVAC.com>.

Maytag HVAC • 6000 Phoenix Parkway • O'Fallon • MO 63368 • 1-866-2MAYTAG

Manufactured and Warranted by Nortek Global HVAC, LLC. Warranty provided by manufacturer.

ARM149

10/18/17 10:00 AM 6312

DATE 1-18-17 TECHNICIAN Kelvin TIME SLOT PM ☐ AM ☐ INVOICE # 5565



NAME Tyler Armstrong
ADDRESS 3713 Kestrel Blvd
CITY ALB STATE AL ZIP 36032
PHONE _____ GATE _____

REASON FOR CALL: Water damage upstairs / Room 1 GFI outlet damaged

☐ MINIMUM SHOW UP FEE \$137.00 (NO WORK PERFORMED) X 10/18/17 10:00 AM 6312

SUSTAINABLE ELECTRICAL SAFETY STARTS HERE

SERVICE CLUB MEMBER BENEFITS I am ready to become a member and take advantage of the benefits immediately!

★ One Professional Electrical Safety Inspection for your home to give you the peace of mind knowing that your electrical system is monitored on a regular basis for safety and security.

★ One Panel Tune-up to ensure your electrical system is in top working order.

★ Priority Scheduling - If you ever need service, you immediately go to the front of the line when scheduling your appointment.

ONE YEAR MEMBERSHIP		STANDARD	EMERGENCY
ONE YEAR MEMBERSHIP	\$199 <input type="checkbox"/>	<input checked="" type="checkbox"/> \$80	<input type="checkbox"/> \$125
TWO YEAR MEMBERSHIP	\$358 <input type="checkbox"/>		

Parts / Materials GFI outlet

Repairs Done Water damage safety, 163201, 5/17/17

StraightForward Pricing - LABOR ONLY Repair / Install Rate

Level	Service Description	Done	Standard Rate	Club Rate
10	50 Amp Hot tub run - over 100', 2-circuit restoration Weather head repairs 400 Amp meter clips area	YES NO	\$1,399 QUANTITY	\$1,259 = \$
9	200 Amp obsolete main Breaker 50 Amp Hot-tub run - under 100' 200 Amp meter clips area	YES NO	\$949 QUANTITY	\$838 = \$
8	100 Amp obsolete main breaker, 125 Amp obsolete main breaker 100 Amp meter clips area, 100 Amp sub panel, Buss bar change - limited Availability	YES NO	\$835 QUANTITY	\$779 = \$
7	125 Amp Standard Breaker, 100 Amp Standard main Breaker, 50 amp pool sub panel install, Breaker change out-full panel <u>Water damage upstairs</u>	YES <input checked="" type="checkbox"/> NO	\$779 QUANTITY	\$729 = \$
6	Obsolete 70-90 Amp breaker, Roof/Attic vent fan, 50 Amp GFCI Breaker, 100-125 Standard main, RV Plug 50 Amp - under 50', Water heater disconnect, A/C disconnect	YES NO	\$695 QUANTITY	\$639 = \$
5	Obsolete tandem and DP Breaker, 100-125 DP breaker, Outdoor GFCI install, RV plug - under 50' (30 Amp), Smoke alarm changeout (up to 6) MH Ballast change, Replace exit sign, Circuit restoration C	YES NO	\$539 QUANTITY	\$489 = \$
4	2 Lamps - ceiling fixtures, 60 Amp disconnect, 70-100 Amp fuse, Hardwire appliance, obsolete SP breaker, 120 V Indoor outlet, ARC fault breaker, Panel tune-up, Circuit restoration B, Replace security light, A/C breaker	YES NO	\$421 QUANTITY	\$383 = \$
3	SP GFCI Breaker, Bath fan motor, Ballast change HID, Photo cell, Dimmer, minor diagnostic, circuit restoration. Small Chandelier under 12', Tandem SP Breaker, Outdoor GFCI repair	YES NO	\$373 QUANTITY	\$343 = \$
2	3 or 4 way switch, appliance cord, GFCI outlet, Ceiling Light Inst., Vent fan, Door bell transformer, T-12 Ballast SP 10-20 Amp breaker, Digital timer install, Troubleshooting (Level 2)	YES NO	\$343 QUANTITY	\$321 = \$
1	STD Lamp/one Fixture below 12ft., Fan install, Door bell button, FL Tombstone, Basic troubleshooting, NV Energy coordination	YES NO	\$292 QUANTITY	\$269 = \$

☐ Additional Installations or Repairs Performed - See Additional Notes/Work Form for details TOTAL OF ADDITIONAL WORK \$

PAYMENT INFO ARM Cash \$ _____ ☐ Check # _____ \$ _____ SERVICE CALL \$ 80

REPAIR / REPLACE	UNJACLOG	TROUBLESHOOT / INSPECT	INSTALL ROUGH-IN	WORK FINISHED
NO HEAT				
NO WATER				
BURST PIPE(S)				
THAW PIPE(S)				
INSULATE PIPE(S)				
BLOCKAGE - WASTE SYSTEM				
KITCHEN				
SINK				
INSTANT HOT				
WATER FILTER				
DISPOSAL				
DISHWASHER				
BATH (1) (2) (3)				
LAVATORY				
WATER CLOSET				
BATHTUB				
SHOWER STALL / HEAD				
WHIRLPOOL / SPA / HOT TUB				
LAUNDRY				
WASHING MACHINE				
PAUETTE(S)				
SILL COOK				
SUPPLY LINE(S)				
TRAP(S) DRAINS				
FILTER(S)				
GATE / BALL VALVE(S)				
WATER LINE(S)				
WELL / WATER PUMP				
PRESSURE TANK				
WATER SOFTENER / COND.				
SLIMP / EFFLUENT PUMP				
WATER HEATER				
BOILER - STEAM / HOT WATER				
SAFETY VALVE				
CIRCULATOR				
ZONE VALVE				
BASEBOARD / RADIATORS				
FURNACE				
BURNER				
HEAT PUMP				
AIR CONDITIONER				
WASTE / SEWER LINE(S)				
VENT PIPE(S)				

430/10

bro

7

PARTS WARRANTY
All parts as recorded here are warranted as per manufacturer specifications.

LABOR GUARANTEE
The labor charge as recorded here relative to the equipment serviced as noted, guaranteed for a period of 30 days. We do not, of course, guarantee other parts than those we replaced. If repairs later become necessary due to other brand parts, they will be charged separately.

IF REPAIR COMMENCE IS AUTHORIZED BUT PLETER IS NOT AUTHORIZED A CHARGE WILL BE ADDED FOR TRAVEL REASONED OR PART COMPLETED WORK

2943

..... MATERIALS

M L E A D E R	1. VENDOR	2. EMPLOYED	3. (SEE)
	4. STREET	5. (PRINTED)	6. (SEE)
	7. CITY, STATE, ZIP	8. (SEE)	9. (SEE)
	10. MILES	11. (SEE)	12. (SEE)
A B O R	TECH	REGULAR	13. (SEE)
	14. (SEE)	15. (SEE)	16. (SEE)
	TECH	REGULAR	17. (SEE)
	18. (SEE)	19. (SEE)	20. (SEE)
TECHNICIAN SIGNATURE		CERT #	TOTAL OTHER CHARGES MATERIALS
TERMS: DUE UPON COMPLETION		SUB-TOTAL	
I HAVE THE AUTHORITY TO ORDER THE ABOVE WORK AND GO TO ORDER AS OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL FINAL & COMPLETE PAYMENT IS MADE. AND IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER SHALL HAVE THE RIGHT TO REMOVE SAME AND THE SELLER WILL BE HELD HARMLESS FOR ANY DAMAGES RESULTING FROM THE REMOVAL THEREOF.		TAX	
		TRIP CHARGE \$	
AUTHORIZED SIGNATURE		TOTAL AMOUNT DUE \$	
WORK ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY		DATE	

EASYFLOW PLUMBING, INC.

255 ELLIOTT RD SUITE B 1
HENDERSON, NV 89015
(702) 566-1437

LC # 0077182 LIMIT \$250,000

40813

QUANTITY	ITEM OR PART DESCRIPTION	PRICE	AMOUNT
	CASH	\$165	
	CASH	65	
		130	

NAME	STREET	CITY	STATE	ZIP	DATE ORDERED	DATE SCHEDULED
NAME	MODEL	SERIAL NUMBER	NAME	MODEL	SERIAL NUMBER	
WORK LOCATION	ORIGINAL COMPLAINT					PHONE
						WORK PHONE
						CELL OR E-MAIL
<input type="checkbox"/> WARRANTY <input type="checkbox"/> CONTRACT <input type="checkbox"/> SERVICE CONTRACT <input type="checkbox"/> NORMAL <input type="checkbox"/> REPAIR <input type="checkbox"/> CORRECTION						PARTS

608740928

OUR TRAINED PERSONNEL RECOMMEND

Insty

PARTS

REPAIR / REPLACE	INSTALL
UNCLOG	ROUGH-IN
TROUBLESHOOT / INSPECT	WORK FINISHED

DESCRIPTION OF WORK

INSTALL A NEW WATER
TANK VALVE
WITH A NEW SUPPLY
PIPE TO THE TANK
WATER DAMAGE
WARRANTY
NEW TANK VALVE
WITH A NEW SUPPLY
PIPE TO THE TANK

NO HEAT
NO WATER
BURST PIPES
TRAP PIPES
INSULATE PIPES
BLOCKAGE - WASTE SYSTEM
KITCHEN
SINK
INSTANT HOT
WATER FILTER
DISPOSAL
DISHWASHER
BATH (TUB)
LAVATORY
WATER CLOSET
BATHTUB
SHOWER STALL HEAD
WATERPOOL SPA/HOT TUB
LAUNDRY
WASHING MACHINE
FAUCETS
SILL COCK
SUPPLY LINES
TRAP(S) DRAINS
FILTER(S)
WATER BALL VALVE
WATER PUMP
WELL WATER PUMP
PRESSURE TANK
WATER SOFTENER/IONIC
SUMP EFFLUENT PUMP
WATER HEATER
WATER TANK HEATER
SAFETY VALVE
CIRCULATOR
ZONE VALVE
BASEBOARD/PROPAGATOR
FURNACE
BURNER
HEAT PUMP
AIR CONDITIONER

PARTS WARRANTY
All parts as recorded
are warranted as per
manufacturer's
specifications.
LABOR GUARANTEE
The labor charge as
recorded here relative
to the equipment
employed is noted, &
guaranteed for a
period of 30 days.
We do not, of course,
guarantee when parts
(other than our supply)
are replaced.
If repairs necessary
due to (1) our defective
parts, they will be
charged separately.
If repair component
is authorized, but con-
sidered a charge, all so
marked for clarity.

REVISIONS	DATE	BY	REASON
1	01/15/01	JD	INITIAL
2	01/15/01	JD	REWORK
3	01/15/01	JD	REWORK
4	01/15/01	JD	REWORK
5	01/15/01	JD	REWORK
6	01/15/01	JD	REWORK
7	01/15/01	JD	REWORK
8	01/15/01	JD	REWORK
9	01/15/01	JD	REWORK
10	01/15/01	JD	REWORK
11	01/15/01	JD	REWORK
12	01/15/01	JD	REWORK
13	01/15/01	JD	REWORK
14	01/15/01	JD	REWORK
15	01/15/01	JD	REWORK
16	01/15/01	JD	REWORK
17	01/15/01	JD	REWORK
18	01/15/01	JD	REWORK
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EXHIBIT 10



Department of the Treasury
Internal Revenue Service

PO BOX 9052

ANDOVER MA 01810-9052

In reply refer to: 0843121322

Sep. 29, 2015 LTR 4403C 3

251-31-9275 201012 30

00024280

BOOC: WI

TYRONE K ARMSTRONG
3713 BRENTCOVE DR
N LAS VEGAS NV 89032-3157



000704

Dear Taxpayer:

WHY WE'RE SENDING YOU THIS LETTER

Thank you for contacting the IRS Identity Protection Specialized Unit. We assigned your case for monitoring purposes and are providing you information and actions you may need to take. Please continue to file all federal tax returns as you normally would.

WHAT YOU SHOULD DO NOW

You should monitor your financial accounts. If you notice any suspicious or unusual activity on any of your financial accounts, report it immediately by doing the following:

1. Contact your financial institution(s).
2. Contact the fraud department of one of the three major credit bureaus:

Equifax	Experian	TransUnion
800-525-6285	888-397-3742	800-680-7289
www.equifax.com	www.experian.com	www.transunion.com
3. Report any fraudulent activity to your local police or sheriff's department. Get a copy of the police report, which is called an "identity theft report", which is allowed under the Fair Credit Reporting Act (FCRA). Make sure the report lists the accounts with the suspicious activity. Keep the phone number of your investigator handy and give it to creditors and others who require proof that you were a victim of identity theft. Credit card companies and banks may require you to show the report in order to verify that you were a victim of identity theft.
4. File a complaint with the Federal Trade Commission (FTC) in one of the following ways:
 - Call FTC's Identity Theft Hotline: 1-877-438-4338
 - Go online to www.ftc.gov/idtheft
 - Write to: Identity Theft Clearinghouse
Federal Trade Commission
600 Pennsylvania Avenue NW
Washington, DC 20580

ARM086

0843121322
Sep. 29, 2015 LTR 4403C 3
251-31-9275 201012 30
00024281

TYRONE K ARMSTRONG
3713 BRENTCOVE DR
N LAS VEGAS NV 89032-3157

5. Contact the Social Security Administration (SSA) at 1-800-772-1213 and/or visit the SSA web site regarding "Identity Theft and Your Social Security Number": -- www.ssa.gov/pubs/10064.html

Important! The IRS doesn't initiate contact or request personal information through email. If you receive an unsolicited email communication claiming to be from the IRS, please forward the original message to: phishing@irs.gov. Complete instructions are available at www.irs.gov (keyword: phishing).

WHERE TO GET MORE INFORMATION OR ASSISTANCE

The enclosed Publication 4535, Identity Theft Prevention and Victim Assistance, provides more information.

If you have general questions regarding identity theft or the status of your account issue, you can call us toll free at 1-800-908-4490.

The Taxpayer Advocate Service (TAS) is an independent organization within the IRS whose employees assist taxpayers who are experiencing economic harm, who are seeking help in resolving tax problems that have not been resolved through normal channels, or who believe that an IRS system or procedure is not working as it should. If you believe you are eligible for TAS assistance, call 1-877-777-4778, or for individuals who are deaf, hard of hearing, or have a speech disability, call 1-800-829-4059. For more information go to www.irs.gov/advocate.

Sincerely yours,



PATRICIA A. GONZALEZ
OPERATION 1 MANAGER

Enclosure:
Publication 4535

ARM087



Department of the Treasury
Internal Revenue Service
Fresno, CA 93888-0025



Notice	CPD1C
Notice date	July 4, 2016
To contact us	1-800-908-4490
Your Caller ID	370410
Page 1 of 2	89H

025014.516892.469182.26134 1 AV 0.376 583



TYRONE ARMSTRONG
3713 BRENTCOVE DR
N LAS VEGAS NV 89032-3157

16024

Message about your identity theft documents

We verified your documents to support your identity theft report

We verified your documents and marked your account with an identity theft indicator.

What you need to do

- No further action is needed on your part unless you want to take the additional steps described below to protect your identity.
- Continue to file all federal tax returns.

Next Steps

- You have the opportunity to voluntarily create an online account at www.irs.gov/getanippin, verify your identity and receive an Identity Protection Personal Identification Number (IP PIN) to expand protection of your account from tax-related identity theft.
- Requesting an IP PIN is strictly voluntary and if you choose not to participate in the program, you can file your return as you would normally. At this time, if you choose to receive an IP PIN, you can't opt out in future years.
- An IP PIN is a six-digit number assigned to taxpayers to help prevent the misuse of their social security number (SSN) on fraudulent federal income tax returns. Once you get an IP PIN, you must use it to confirm your identity on your tax return and any prior year returns filed during the calendar year. We'll send you a new IP PIN each December by postal mail. Therefore, be sure to file Form 8822, Change of Address, if you change your mailing address.
- An IP PIN helps us to verify your identity and accept your tax return whether it is submitted electronically or on paper. A missing or incorrect IP PIN prevents the electronic filing of a tax return with your SSN and personal information. Paper returns filed with a missing or incorrect IP PIN will be subject to additional review.
- Important: If you're unable to verify your identity online, you won't be able to get an IP PIN. You should file your return without an IP PIN.

Continued on back...

ARM247



Notice	CP01C
Notice date	July 4, 2016
Page 2 of 2	89H

Additional information

- Visit www.irs.gov/cp01c
- Review the enclosed Publication 4535, Identity Theft Prevention and Victim Assistance, for detailed information on identity theft and actions you can take to protect yourself.
- Keep this notice for your records.
- Visit our website at www.irs.gov for information about identity theft. Search keywords "identity theft." You can also visit www.irs.gov/privacy and click on the "Identity theft" topic.
- The IRS does not initiate contact or request personal information through email. Please forward to us at phishing@irs.gov any unsolicited email communication you've received claiming to be us.

Identity theft is a serious issue, and we're committed to helping taxpayers who are affected by it.

If you need assistance, please don't hesitate to contact us.

Other resources

- Visit the Federal Trade Commission at www.ftc.gov/idtheft.
- Visit the Social Security Administration at www.ssa.gov and search keywords "identity theft."

Form 14039
Rev. February 2014

Department of the Treasury - Internal Revenue Service

Identity Theft Affidavit

OMB Number
1545-2138

Complete and submit this form if you are an actual or potential victim of identity theft and would like the IRS to mark your account to identify questionable activity.

Check only one of the following two boxes if they apply to your specific situation. (Optional for all filers)

- ☒ I am submitting this form in response to a mailed notice or letter from the IRS.
☐ I am completing this form on behalf of another person, such as a deceased spouse or other deceased relative. You should provide information for the actual or potential victim in Sections A, B, & D.

Note to all filers: Failure to provide required information on BOTH sides of this form AND clear and legible documentation will delay processing.

THIS FORM MUST BE SIGNED ON THE REVERSE SIDE (SECTION F).

Section A - Reason For Filing This Form (Required for all filers)

Check only ONE of the following two boxes. You MUST provide the requested description or explanation in the lined area below.

- 1 ☒ I am a victim of identity theft AND it is affecting my federal tax records.

You should check this box if, for example, your attempt to file electronically was rejected because someone had already filed using your Social Security Number (SSN) or individual Taxpayer Identification Number (ITIN), or if you received a notice or correspondence from the IRS indicating someone was otherwise using your number.

Provide a short explanation of the problem and how you were made aware of it.

- 2 ☐ I have experienced an event involving my personal information that may at some future time affect my federal tax records.

You should check this box if you are the victim of non-federal tax related identity theft, such as the misuse of your personal identity information to obtain credit. You should also check this box if no identity theft violation has occurred, but you have experienced an event that could result in identity theft, such as a lost/stolen purse or wallet, home robbery, etc.

Briefly describe the identity theft violation(s) and/or the event(s) of concern. Include the date(s) of the incident(s).

Someone named Anthony Morris worked and also filed a mortgage in my name during the period of 2006 until April of 2015 when I started filing federal reports and I also went to Court in Las Vegas in May to receive a release of lien and judgment from Bank of America. Now Chase, US Bank, and OCWEN are still harassing me even though Chase is working to release this fraudulent mortgage and judgment placed in my name. I have Court proof that Anthony Morris did die as Tyrone Armstrong and therefore all the fraudulent debt should be immediately removed and I should receive all of my Social Security that the IRS Verified at \$1,404 today. (Call recorded) from 800.903.4490.

Section B - Taxpayer Information (Required for all filers)

Taxpayer's last name: ARMSTRONG
First name: TYRONE
Middle initial: K
The last 4 digits of the taxpayer's SSN or the taxpayer's complete individual Taxpayer Identification Number (ITIN): 9275

Taxpayer's current mailing address (apt., suite no. and street, or P.O. Box)

3713 BRENTCOVE DR

City

NORTH LAS VEGAS

State

NV

ZIP code

89032

Tax year(s) affected (Required if you checked box 1 in Section A above)

2006-2015

Last tax return filed (year) (If you are not required to file a return, enter N/A and do not complete the next two lines)

DISABLED NOT REQUIRED

Address on last tax return filed (if same as current address, write "same as above")

City (on last tax return filed)

State

ZIP code

Section C - Telephone Contact Information (Required for all filers)

Telephone number (includes area code) ☐ Home ☐ Work ☒ Cell

(702) 491-8426

Best time(s) to call

ANY

I prefer to be contacted in (select the appropriate language)

☒ English

☐ Spanish

☐ Other

Section D - Required Documentation (Required for all filers)

Submit this completed form and a clear and legible photocopy of at least one of the following documents to verify your identity. If you are submitting this form on behalf of another person, the documentation should be for that person. If necessary, enlarge the photocopies so all information and pictures are clearly visible.

Check the box next to the document(s) you are submitting:

☐ Passport ☒ Driver's license ☒ Social Security Card ☐ Other valid U.S. Federal or State government issued identification**

** Do not submit photocopies of federally issued identification where prohibited by 18 U.S.C. 701 (e.g., official badges designating federal employment).

Form 14039 (Rev. 2-2014) Catalog Number 52525A

www.irs.gov

Department of the Treasury - Internal Revenue Service

ARM249

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R 000441

Form 14039
Rev. February 2014

Department of the Treasury - Internal Revenue Service

Identity Theft Affidavit

OMB Number
1545-2139

Section E - Representative Information (Required only if completing this form on someone else's behalf)

If you are completing this form on behalf of another person, you must complete this section and attach clear and legible photocopies of the documentation indicated.

Check only ONE of the following four boxes next to the reason why you are submitting this form.

- ☐ The taxpayer is deceased and I am the surviving spouse. (No attachments are required)
- ☐ The taxpayer is deceased and I am the court-appointed or certified personal representative.
Attach a copy of the court certificate showing your appointment.
- ☐ The taxpayer is deceased and a court-appointed or certified personal representative has not been appointed.
Attach a copy of the death certificate or the formal notification from the appropriate government office informing the next of kin of the decedent's death. Indicate your relationship to the decedent: _____
- ☐ The taxpayer is unable to complete this form and I have been appointed conservator or have Power of Attorney (POA) authorization.
Attach a copy of the documentation showing your appointment as conservator or your POA authorization.
If you are the POA and have been issued a CAF number by the IRS, enter it here: _____

Representative's name

RENA'E STARKS

Current mailing address

3050 N JONES BLVD #2025

City

LAS VEGAS

State

NV

ZIP code

89108

Section F - Penalty Of Perjury Statement and Signature (Required for all filers)

Under penalty of perjury, I declare that, to the best of my knowledge and belief, the information entered on this form is true, correct, complete, and made in good faith.

Signature of taxpayer or representative of taxpayer

Rena'e Starks

Date signed

05/29/2015

Instructions for Submitting this Form

Submit this form and clear and legible copies of required documentation using ONE of the following submission options.
Mailing AND faxing this form WILL result in a processing delay.

By Mail

If you checked Box 1 in Section A and are unable to file your return electronically because the primary and/or secondary SSN was misused, attach this form and documentation to your paper return and submit to the IRS location where you normally file. If you have already filed your paper return, submit this form and documentation to the IRS location where you normally file. Refer to the "Where Do You File" section of your return instructions or visit irs.gov and input the search term "Where to File".

If you checked Box 1 in Section A and are submitting this form in response to a notice or letter received from the IRS, return this form and documentation with a copy of the notice or letter to the address contained in the notice or letter.

If you checked Box 2 in Section A (you do not currently have a tax-related issue), mail this form and documentation to:

Internal Revenue Service
PO Box 9039
Andover, MA 01810-0939

By FAX

If you checked Box 1 in Section A and are submitting this form in response to a notice or letter received from the IRS that shows a reply FAX number, FAX this completed form and documentation with a copy of the notice or letter to that number. Include a cover sheet marked "Confidential." If no FAX number is shown, follow the mailing instructions on the notice or letter.

If you checked Box 2 in Section A (you do not currently have a tax-related issue), FAX this form and documentation to: (855) 847-6720.

NOTE: The IRS does not initiate contact with taxpayers by email, fax, or any social media tools to request personal or financial information. Report unsolicited email claiming to be from the IRS and bogus IRS websites to phishing@irs.gov.

NOTE: For more information about questionable communications purportedly from the IRS, visit irs.gov and input the search term "Fake IRS Communications".

Other helpful identity theft information may be found on www.irs.gov/utp/identity-protection. Additionally, locations and hours of operation for Taxpayer Assistance Centers can be found at www.irs.gov (search "Local Contacts").

Note: The Federal Trade Commission (FTC) is the central federal government agency responsible for identity theft awareness. The IRS does not share taxpayer information with the FTC. Refer to the FTC's website at www.identitytheft.gov for additional information, protection strategies, and resources.

Privacy Act and Paperwork Reduction Notice

Our legal authority to request this information is 26 U.S.C. 5001.

The primary purpose of this form is to provide a record of reporting identity theft issues to the IRS, so that the IRS may take action to protect taxpayers from identity theft. Reporting identity theft is voluntary. However, if you do not provide the information it may be more difficult to state you in resolving your identity theft issue. If you are a potential victim of identity theft and do not provide the required information, we may not be able to place a marker on your account to assist with future protection. If you are a victim of identity theft and do not provide the required information, it may be difficult for the IRS to determine your correct tax liability. If you intentionally provide false information, you may be subject to criminal penalties. You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 5102.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments regarding the burden of this collection of information, please write to the Office of Management and Budget, Paperwork Project Director, Washington, DC 20503. Do not send this form to this address. Instead, see the form for filing instructions. Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid OMB Control Number.

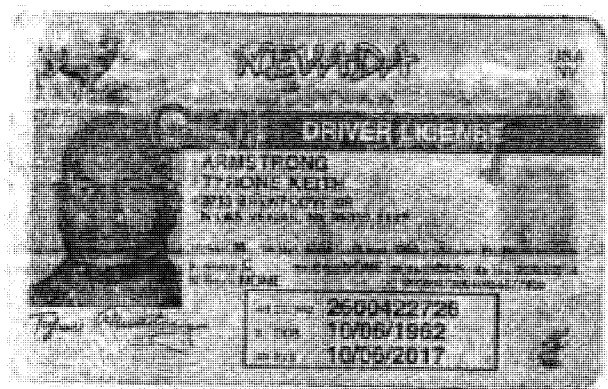
Form 14039 (Rev. 2-2014) Catalog Number 52525A

www.irs.gov

Department of the Treasury - Internal Revenue Service

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Department of the Treasury
Internal Revenue Service

PO BOX 9052

ANDOVER MA 01810-9052

In reply refer to: 0843121322
Sep. 21, 2015 LTR 5073C 0
251-31-9275 201012 30

00039889

BODC: WI

TYRONE K ARMSTRONG
3713 BRENTCOVE DR
N LAS VEGAS NV 89032-3157

Taxpayer identification number: 251-31-9275
Tax periods: Dec. 31, 2010

Dear Taxpayer:

We received the documentation for your identity theft claim. We are firmly committed to working with victims like you to resolve identity theft cases.

Identity theft issues are complex and require complete and thorough research to resolve. It could take up to 180 days for us to process identity theft cases. If you are entitled to a refund, we will issue it when we are finished processing your case. We'll contact you if we need additional information or time. You don't need to do anything further at this time.

Continue to file all your federal tax returns as you normally would. We'll contact you if any issues arise with them.

Visit our website at www.irs.gov for information about identity theft. Use the search term "identity theft" in the search box.

Review the enclosed Publication 4535, Identity Theft Prevention and Victim Assistance, for detailed information on identity theft and the actions you can take to protect yourself.

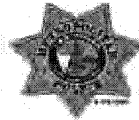
The Federal Trade Commission, the nation's consumer protection agency, provides additional information about identity theft and essential steps you can take to protect yourself on their website at www.identitytheft.gov.

The Social Security Administration also has information on identity theft. Visit www.ssa.gov and search "identity theft".

The Taxpayer Advocate Service (TAS) is an independent organization within the IRS that can help protect your taxpayer rights. We can offer you help if your tax problem is causing a hardship, or you've tried but haven't been able to resolve your problem with the IRS. If you qualify for our assistance, which is always free, we will do everything possible to help you. Visit taxpayeradvocate.irs.gov or call 1-877-777-4778.

You also can contact your local taxpayer advocate office. You can find

ARM398



Administrative

Location UNKNOWN LV AREA LAS VEGAS, NV
Occurred On (Date and Time) 5/14/2008 12:00:00 AM
Reporting Officer Parabuc, M
Entered By Parabuc, M

Or Between (Date and Time) 5/29/2008 12:00:00 AM
Report Taken On 6/5/2008 2:16:00 PM
Entered On 6/5/2008 2:16:30 PM
Sector / Beat A4

Offenses:

FORGERY

Completed Yes Domestic Violence No Hate/Bias

Victims:

Name: ARMSTRONG, TYRONE

Victim Type Individual
DOB 10/6/1962 Age 45 Sex Male Written Statement Yes
Height 6' 4" Weight 250 Race Black or African American Can ID Suspect No
Employer/School KNOCKOUT AUTO SALES Hair Color Black Eye Color Brown
Occupation/Grade CAR SALE Work Schedule 10 TO 6 PM
Injuries

Addresses

Residence 3713 BRENTCOVE DR NL, NV 89032

Phones

Residence/Home 702 792-2713

Business/Work 702 496-8423

Death/Injury

Nature/Cause Pronounced Date/Time Coroner Notified
Transported To Transported By Medical Attendant Type
Medical Attendant Name Next Of Kin Notified
Notified By Medical Clearance Required Medical Clearance By

Notes

Narrative:

Subject: FORGERY

Author: PARABUAC, M 9470 [9470]

Entered Date: 06/05/2008 14:22

Narrative Type: INCIDENT CRIME REPORT

VICTIM TYRONE ARMSTRONG CAME INTO PLAZA DESK TO REPORT A FORGERY. TYRONE STATED THAT ON 05/14/08, TYRONE GOT A LETTER FROM A LAW FIRM COMPANY IN TEXAS ADVISING TYRONE OF AN UNPAID DEBT OBLIGATION. VICTIM STATED THAT HE KNEW NOTHING ABOUT THE DEBT THAT THE FIRM WAS TRYING TO COLLECT FROM HIM. TYRONE FURTHER FOUND OUT THAT A COUNTERFEIT CHECK WAS MADE USING HIS BUSINESS NAME, BUT A DIFFERENT ACCOUNT NUMBER. A COPY OF THE CHECK WAS PROVIDED BY TYRONE FROM THE LAW FIRM COMPANY WHO SENT TYRONE THE LETTER OF UNPAID DEBT, STATING THAT THE ACCOUNT IS CLOSED AND THAT IT IS COUNTERFEIT CHECKS.

The Use and Dissemination of this
Record is Regulated by Law. Secondary
Dissemination of any kind is Prohibited
and could subject the offender to Criminal
and Civil Liability
This Information Released To
By Tyrone Armstrong Date: 1/24/17
By 8158216 Las Vegas Metro Police Dept

ARM399

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EXHIBIT 11

JOHN PETER LEE, LTD.

ATTORNEYS AT LAW

830 Las Vegas Boulevard South
Las Vegas, Nevada 89101
Telephone (702) 382-4044
Fax (702) 383-9950
E-Mail: info@johnpeterlee.com

John Peter Lee, Esq.
Paul C. Ray, Esq.
Trevor J. Hatfield, Esq.
Yvette R. Freedman, Esq.
John C. Courtney, Esq.
John W. Galardi, Of Counsel

E-MAIL TRANSMISSION

DATE: May 6, 2009

FROM: John Peter Lee, Esq.

If there is a problem with this transmission, please call Judy Reilly at (702) 382-4044

To: Rena Starks
E-mail: RenaStarks@gmail.com
Pages:
Our File No. Starks, 1655.023595
Hard Copy to Follow: no

Message: Enclosed find a copy of the Consent Judgment filed by Plaintiff in the State of Nevada v. Countrywide Financial Matter.

The information contained in this facsimile is confidential and may also be attorney-client privileged. The information is intended only for the use of the individual or entity to whom it is addressed and others who have been specifically authorized to receive it. If you are not the intended recipient, or the employee responsible to deliver it to the intended recipient, you are hereby notified that any use, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the address above by mail. Thank you.

ORIGINAL

1 **CONS**
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

FILED

FEB 24 4 13 PM '09

E. D. Figueroa
CLERK OF THE COURT

DISTRICT COURT
CLARK COUNTY, NEVADA

9 STATE OF NEVADA

10 Plaintiff,

11 vs.

12 COUNTRYWIDE FINANCIAL CORPORATION,
13 a Delaware corporation,

14 Defendant.

) Case No.: A583442

) Dept. No.: XIII

) BUSINESS COURT REQUESTED

) ARBITRATION EXEMPTION

) Action in Equity

CONSENT JUDGMENT

17 Come now Plaintiff, STATE OF NEVADA, by and through its attorney, CATHERINE
18 CORTEZ MASTO, Attorney General, and her Chief Deputy, Ernest D. Figueroa, and
19 Defendant COUNTRYWIDE FINANCIAL CORPORATION, in the above entitled and
20 numbered cause. Plaintiff STATE OF NEVADA and Defendant COUNTRYWIDE FINANCIAL
21 CORPORATION (collectively, the "Parties") hereby consent to the entry of this Consent
22 Judgment as set forth below, without trial or adjudication of any issue of fact or law.

23 This Court has jurisdiction to enter and enforce this Judgment. Venue is proper in this Court.

24 The terms of this Consent Judgment ("Judgment") shall be governed by the laws of the
25 State of Nevada.

26 The parties voluntarily enter in this Judgment on the terms and conditions set forth

27 below:

28 **RECEIVED**
FEB 24 2009
CLERK OF THE COURT

1. **DEFINITIONS**

1.1 **Usage.** The following rules apply to the construction of this Judgment:

(a) the singular includes the plural and the plural includes the singular;

(b) "include" and "including" are not limiting;

(c) the headings of the Sections and subsections are for convenience and shall not constitute a part of this Judgment, and shall not affect the meaning, construction, or effect of the applicable provisions of this Judgment;

(d) a reference in this Judgment or any Schedule to an Section, Exhibit, or Schedule without further reference is a reference to the relevant Section, Exhibit, or Schedule to this Judgment; and

(e) words such as "hereunder," "hereto," "hereof," and "herein," and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Judgment and not to any particular Section, subsection or clause hereof.

1.2 **Defined Terms.** The following capitalized terms shall have the following meanings in this Judgment unless otherwise required by the context or defined:

"Affiliate" means, with respect to any company, any company that controls, is under common control with, or is controlled by such company.

"Affordability Equation" has the meaning given to such term in Section 4.4.

"Alt-A Residential Mortgage Loans" means CFC Residential Mortgage Loans that are (a) not owned by a GSE; (b) not Subprime; (c) not a Pay Option ARM; (d) less than \$400,000 in original principal amount; and (e) including documentation or other characteristics that make such loans not Federal Eligible.

"Annual Increase" means, with respect to any stated rate of interest, an annual increase in the stated rate of interest such that the aggregate scheduled payments of principal (if applicable) and interest in any year does not increase by more than 7.5% of the aggregate scheduled payments of principal and interest in the preceding year, subject to any stated interest rate cap.

///

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 obligors(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.

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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
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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.

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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
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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.

1 **3.2 Compliance.** Understanding the circumstances and behaviors of lenders and
2 brokers that may have contributed, in part, to the current mortgage crisis, CFC recognizes its
3 responsibility to ensure the very highest degree of ethical conduct on the part of CFC's agents
4 and employees. CFC shall ensure that, (a) to the extent it resumes subprime lending, it will
5 design and implement an effective compliance management program to provide reasonable
6 assurance as to the identification and control of consumer protection hazards associated with
7 such subprime lending activities, and (b) to the extent of its own lending activities (if any), it
8 will create appropriate consumer safeguards to avoid unfair or deceptive activities or practices
9 arising in connection with its interaction with brokers and other third parties.

10 **4. LOAN MODIFICATIONS FOR DELINQUENT BORROWERS IN CERTAIN**
11 **MORTGAGE PRODUCTS**

12 Until the Termination Date, CFC shall be responsible for ensuring that CFC Servicers
13 attempt, on an ongoing basis, to qualify eligible Borrowers in specified mortgage products for
14 affordable loan modifications in accordance with the following provisions:

15 **4.1 Eligible Borrowers.** An "**Eligible Borrower**" is a Borrower who has a
16 Qualifying Mortgage with a first payment date on or before December 31, 2007, that (a) is
17 secured by an owner-occupied 1-to-4 unit residential property, (b) is serviced by a CFC
18 Servicer, and (c) in the event that it is determined that a condition described in Section 4.10
19 has occurred, the applicable CFC Servicer has determined that such Borrower is in financial
20 distress. Eligible Borrowers are potentially eligible for loan modification relief under this
21 Section 4. A Borrower who does not occupy the 1-to-4 unit residential property that secures
22 the Qualifying Mortgage is not an "**Eligible Borrower**."

23 **4.2 Qualifying Mortgages.** The following CFC Residential Mortgage Loans are
24 "**Qualifying Mortgages**" if the Borrower is an Eligible Borrower and the Borrower meets one
25 of the specified delinquency profiles:

26 (a) **Subprime 2, 3, 5, 7, and 10 Hybrid ARMs.** A Subprime 2, 3, 5, 7, and 10
27 Hybrid ARM shall be a Qualifying Mortgage if the Eligible Borrower meets any one of the
28 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)(iii) or 4.3(a)(iv).

(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;

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- (B) reduction of the interest rate 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(a)(iv)(C); and
- (C) an interest-rate cap for the remaining, fully-amortizing term of the Qualifying Mortgage at an annual interest rate equal to the introductory rate.

(b) **Pay Option ARMs.** Qualifying Mortgages that are Pay Option ARMs are eligible 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(b)(ii)(B)) loan modification subject to the Affordability Equation consisting of:
 - (A) elimination of the negative amortization feature;
 - (B) optional introduction of a ten-year interest-only period on the loan;
 - (C) reduction of the interest rate to a rate no lower than the Interest Rate Floor, with an Annual Increase subject to an interest rate cap of 7%; and
 - (D) If the Eligible Borrower owns only one residential property and the LTV is 95% or higher, a write down of the principal balance of the Qualifying Mortgage (but any write down of principal would not be in an amount greater than necessary to achieve an LTV of 95%).

(c) **Subprime Loans (Other than 2, 3, 5, 7, and 10 Hybrid ARMs).** Qualifying Mortgages that are Subprime Loans (Other than 2, 3, 5, 7, and 10 Hybrid ARMs) are eligible 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.

1 (b) **Affordability Criteria.**

2 (i) Subject to the Foreclosure Avoidance Budget, if tax and insurance
3 escrows are maintained with respect to the Qualifying Mortgage, the
4 Eligible Borrower will be offered a loan modification that produces a first-
5 year payment of principal (if applicable), interest, taxes, and insurance
6 equating to 34% of the Eligible Borrower's income, or as close to 34% of
7 the Eligible Borrower's income as the Foreclosure Avoidance Budget
8 permits without exceeding 42% of the Eligible Borrower's income.

9 (ii) Subject to the Foreclosure Avoidance Budget, if tax and insurance
10 escrows are not maintained with respect to a Qualifying Mortgage, the
11 Eligible Borrower will be offered a loan modification that produces a first-
12 year payment of principal (if applicable) and interest equating to 25% of
13 the Eligible Borrower's income, or as close to 25% of the Eligible
14 Borrower's income as the Foreclosure Avoidance Budget permits without
15 exceeding 34% of the Eligible Borrower's income.

16 (c) **Borrowers Who Cannot Afford a Loan Modification.** There is no obligation to
17 offer loan modifications with respect to Qualifying Mortgages if the Eligible Borrower cannot be
18 qualified under the Affordability Equation. Such Eligible Borrowers may be eligible for a
19 Relocation Assistance payment and/or a payment under the Foreclosure Relief Program, all
20 as provided in Sections 5 and 6.

21 4.5 **Outreach to Borrowers at Risk of Delinquency.** Borrowers with Subprime
22 Mortgage Loans or Pay Option ARMs with first-payment due dates between January 1, 2004
23 and December 31, 2007, whose payments are scheduled to change as a result of an interest-
24 rate reset, Recast, or expiration of an interest-only term, will be sent a communication
25 approximately ninety (90) days before the payment change inviting them to contact their CFC
26 Servicer if they believe they will not be able to afford their new payments. In the event that a
27 borrower responds to this communication, the borrower will be considered for loan
28 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 delegee 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.

6.3 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 BAC and CFC:**

18 John Beisner
19 Brian Boyle
20 O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, D.C. 20006

21 **For the Office of the Attorney General:**

22 CATHERINE CORTEZ MASTO
23 Attorney General
ERNEST D. FIGUEROA
24 Chief Deputy Attorney General
Nevada Bar No. 006295
25 100 North Carson Street
Carson City, Nevada 89701
Attorneys for the State of Nevada

26 Any party may change the designated persons and address for delivery with respect to
27 itself by giving notice to the other parties as specified herein.

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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. 006295

100 North Carson Street

Carson City, Nevada 89701

775-684-1197

Attorneys for Plaintiffs, State Of Nevada

DATED: 1/29/09