

IN THE SUPREME COURT OF THE STATE OF NEVADA

TYRONE KEITH ARMSTRONG,

Appellant,

vs.

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

Respondents.

Supreme Court Case No.: 83545

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[District Court Case No.:

Elizabeth A. Brown

A-19-796941-C]

Clerk of Supreme Court

RESPONDENTS' JOINT APPENDIX
VOLUME 3 – (R 000475-R 000714)

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Mortgage Corporation, successor
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erroneously named; and Western
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DATED this 28th day of March, 2022.

FOX ROTHSCHILD LLP

/s/ Kevin M. Sutehall

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Las Vegas, Nevada 89135

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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:

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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

AFFIRMATION

Pursuant to NRS 239B.030

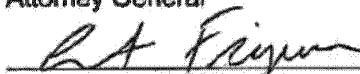
The undersigned does hereby affirm that the preceding **CONSENT JUDGMENT** filed in District Court does not contain the social security number of any person.

DATED this ____ day of _____, 2009.

SUBMITTED BY:

CATHERINE CORTEZ MASTO
Attorney General


By:


ERNEST D. FIGUEROA
Chief Deputy Attorney General
Nevada Bar No. 006295
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EXHIBIT 12

WALDRUP V COUNTRYWIDE SETTLEMENT
PO BOX 4199
PORTLAND OR 97208-4199


TYRONE ARMSTRONG
3713 BRENT COVE DR
N LAS VEGAS NV 89030-3157

CHECK DATE: OCTOBER 7, 2020
CHECK NUMBER: 522611
CHECK AMOUNT: \$77.75
TRACKING NUMBER: 1405682

This check is issued pursuant to the terms of the class action Settlement in *Waldrup v. Countrywide Financial Corporation*, Case No. 2:13-cv-06833-CAS-AGR.

The enclosed check is only valid for 90 days from the issue date. Please deposit promptly.

If you have any questions about your award, please contact the Settlement Administrator at 1-877-635-0762, visit the Settlement website at www.WaldrupWilliamsAppraisalLawuit.com, or write to P.O. Box 3727, Portland, OR 97208-3727.

WALDRUP V COUNTRYWIDE SETTLEMENT
PO BOX 4199
PORTLAND OR 97208-4199

The Huntington National Bank

CHECK NUMBER: 522611
DATE: 10/07/2020


Void if not negotiated within 90 days of date of issue.

PAY EXACTLY ***** SEVENTY SEVEN AND 75/100 DOLLARS

AMOUNT: \$77.75

PAY TO THE ORDER OF:
TYRONE ARMSTRONG

This check may not be cashed at a check cashing agency or money service business.


Authorized Signature

⑆000052261⑆ ⑆044115126⑆ 01893729445⑆

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EXHIBIT 13

Waldrup v. Countrywide (/)

Barbara Waldrup v. Countrywide Financial Corporation, Case No. 2:13-cv-08833-CAS-AGR
Beckie Reaster, Rebecca Murphy v. Countrywide Financial Corporation, Case No. 2:16-cv-04166-CAS-AGR

Welcome to the Information Website for the *Waldrup v. Countrywide* Settlement.

This website is for members who, during the period of January 1, 2003, through December 31, 2008, made a mortgage Loan application to Countrywide Home Loans, Inc., in connection with which LandSafe Appraisal Services, Inc. obtained an appraisal, excepting those who previously excluded themselves from the Class.

Your Legal Rights and Options in This Settlement

Do Nothing	You do not need to do anything in order to participate in the Settlement and be eligible to receive the Benefit Check. If you participate in the Settlement, you will be bound by any judgment or other final disposition of the Action, including the Release set forth in the Settlement Agreement, and will be precluded from pursuing claims against Defendants separately if those claims are within the scope of the Release.
Ask to Be Excluded	If you do not wish to be a Class Member, and do not want to participate in the Settlement and receive a Benefit Check, you may exclude yourself from the Class.
Object	Any Class Member who has not successfully excluded himself or herself from the Class may object to the approval of the Settlement, to any aspect of the Settlement or the Settlement Agreement, to the application for attorneys' fees and costs, and/or to the application for a Class Representative Award to Plaintiffs.
Attend a Hearing	It is not necessary for you to appear at the final Court Approval Hearing. If you wish to appear and/or speak at the hearing, then you must properly file a Notice of Appearance.

Your options are explained further on the [FAQs \(/Home/Faq\)](#) page on this informational website.

Current Status

The deadline to request a reissue of a settlement check was **March 14, 2021**. We are unable to honor reissue requests past this deadline.

Important Dates

January 1, 2003–December 31, 2008

Class Period

June 15, 2020

Deadline to Exclude Yourself from the Class

June 15, 2020

Deadline to Object to the Settlement

July 13, 2020, at 10:00 a.m.

Fairness Hearing

[Contact Us \(/Home/ContactUs\)](#) [Privacy Policy \(/Home/Privacy\)](#) [Terms of Use \(http://www.epiglobal.com/terms-of-use/\)](http://www.epiglobal.com/terms-of-use/)

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EXHIBIT 14



THE UNITED STATES ATTORNEY'S OFFICE
DISTRICT *of* NEVADA

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Department of Justice

U.S. Attorney's Office

District of Nevada

FOR IMMEDIATE RELEASE

Friday, September 27, 2013

Las Vegas Escrow Officer Convicted In Mortgage Fraud Conspiracy

LAS VEGAS, Nev. – Following a two-week jury trial, a Las Vegas real estate escrow officer was convicted today of conspiracy and fraud charges for her involvement in a mortgage fraud scheme that caused millions of dollars in losses to the lenders and financial institutions, announced Daniel G. Bogden, United States Attorney for the District of Nevada.

Theresa Marcianti, 60, of Las Vegas, was convicted of one count of conspiracy to commit bank, mail, and wire fraud, two counts of bank fraud, and one count of wire fraud, and is scheduled to be sentenced on Dec. 10, 2013, at 10:00 a.m. She faces up to 20 years in prison and a \$250,000 fine on the conspiracy count, and up to 30 years in prison and a \$1 million fine on each bank fraud and wire fraud count.

"Over the last five years, we have made the prosecution of mortgage fraud cases a priority," said U.S. Attorney Bogden. "This type of fraud was a catalyst to the real estate crisis in Nevada. Punishing those criminals for their actions should send a strong message to others who are looking to profit from the misfortune of others."

According to the indictment and evidence presented to the jury during the trial, from about 2003 to 2008, Marcianti, a real estate escrow officer who worked for Lawyer's Title and National Alliance Title, conspired with others to trick lenders into making home loans through the use of false statements. The

conspirators cheated lenders by using straw buyers to buy homes, submitting false information to lenders to make it appear that the straw buyers qualified for the loans, and taking a portion of the loans for their personal gain. Marcianti helped the co-conspirators submit the false information to the lenders to obtain the mortgage loans.

The conspirators in the scheme obtained control of approximately 227 properties which had a total purchase price of more than \$100 million. The exact number of fraudulent transactions in which Marcianti was involved and the losses for which she is responsible will be determined at sentencing in December.

The case was investigated by the FBI and prosecuted by Assistant U.S. Attorneys Daniel R. Schiess and Kimberly M. Frayn.

This case was handled in connection with the President's Financial Fraud Enforcement Task Force. The task force was established to wage an aggressive, coordinated and proactive effort to investigate and prosecute financial crimes. With more than 20 federal agencies, 94 U.S. attorneys' offices and state and local partners, it's the broadest coalition of law enforcement, investigatory and regulatory agencies ever assembled to combat fraud. Since its formation, the task force has made great strides in facilitating increased investigation and prosecution of financial crimes; enhancing coordination and cooperation among federal, state and local authorities; addressing discrimination in the lending and financial markets and conducting outreach to the public, victims, financial institutions and other organizations. Over the past three fiscal years, the Justice Department has filed nearly 10,000 financial fraud cases against nearly 15,000 defendants including more than 2,900 mortgage fraud defendants. For more information on the task force, please visit www.StopFraud.gov.

Component(s):
USAO - Nevada

Updated January 29, 2015

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EXHIBIT 15

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Corporation Mortgage Pass-Through Certificates,
8 *Series 2007-BC3*

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 TYRONE KEITH ARMSTRONG,

12 Plaintiff,

13 vs.

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

19 Defendants.

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

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2007-BC3'S RESPONSES TO
PLAINTIFF'S FIRST SET OF REQUESTS
FOR ADMISSIONS TO DEFENDANTS**

21 Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities
22 Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank Trust"), by and
23 through its attorneys of record, the law firm of Fox Rothschild LLP, hereby responds to Plaintiff
24 Tyrone Keith Armstrong's ("Plaintiff's") First Set of Requests for Admissions to Defendants as
25 follows:

26 //

27 //

28 //

1 **REQUESTS FOR ADMISSIONS**

2 **REQUEST NO. 1:**

3 Admit that you read and understood instruction number 14 of Plaintiff's First Set of
4 Requests to Defendants for Production of Documents served herein on June 24, 2020, which
5 indicates: "Production of the negotiated check and/or wire transfer hereinabove are to be separated
6 from all other documents, in a separate folder, and labeled so that they may be readily identifiable
7 and easy to locate."

8 **RESPONSE TO REQUEST NO. 1:**

9 Admit, although U.S. Bank Trust notes that the aforementioned instruction was not itself a
10 request for production of documents.

11 **REQUEST NO. 2:**

12 Admit that Defendants provided no separate folder that contains negotiated checks and/or
13 wire transfers in response to Plaintiff's First Set of Requests to Defendants for Production of
14 Documents.

15 **RESPONSE TO REQUEST NO. 2:**

16 Admit that U.S. Bank Trust did not provide a "separate folder that contains negotiated
17 checks and/or wire transfers in response to Plaintiff's First Set of Requests to Defendants for
18 Production of Documents".

19 **REQUEST NO. 3:**

20 Your responses to Plaintiff's First Set of Requests to Defendants for Production of
21 Documents served herein on July 23, 2020, specifically response number 2, represents that you did
22 not originate the 2007 BNC Loan and are not in possession, custody or control of negotiated
23 checks and/or wire transfers responsive to this request. With that understanding, admit that You are
24 not in possession, control or custody of negotiated checks and/or wire transfers that evidence
25 payoff from BNC to [Bank of America] regarding the subject property in the amount of
26 \$225,101.27 (See line 104 of USBNA00279 or PHH75, and USBNA00282 or PHH78).

27 **RESPONSE TO REQUEST NO. 3:**

28 Admit, however U.S. Bank Trust notes that numerous other documents produced in this

1 litigation, whether by U.S. Bank Trust or otherwise, prove that the payoff regarding the subject
2 property occurred in January 2007.

3 **REQUEST NO. 4:**

4 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with
5 personal knowledge as to the existence of *negotiated checks* and/or *wire transfers* reflecting
6 payment from BNC to [Bank of America] in the amount of \$225,101.27 as it relates to satisfaction
7 of the 2004 [Bank of America] Note and Deed of Trust concerning the subject property.

8 **RESPONSE TO REQUEST NO. 4:**

9 U.S. Bank Trust cannot truthfully admit or deny this request because: (1) it refers to the
10 undefined term "Defendant", and U.S. Bank Trust cannot opine to what corporate representatives of
11 other parties or non-parties can or cannot attest; (2) NRCP 30(b)(6) designees are not required to
12 have any "personal knowledge" about the underlying facts and occurrences. Rather, NRCP
13 30(b)(6) witnesses are designated to testify about information known or reasonably available to the
14 designating organization.

15 **REQUEST NO. 5:**

16 Your responses to Plaintiff's First Set of Requests to Defendants for Production of
17 Documents served herein on July 23, 2020, specifically response number 3, represents that you did
18 not originate the 2007 BNC Loan and are not in possession, custody or control of negotiated checks
19 and/or wire transfers responsive to this request. With that understanding, admit that You are not in
20 possession, control or custody of negotiated checks and/or wire transfers that evidence payment to
21 Plaintiff in the amount of \$5,432.81 as it relates to the subject property. (See line 303 of
22 USBNA00279 or PHH75).

23 **RESPONSE TO REQUEST NO. 5:**

24 Admit that U.S. Bank Trust is not in possession, custody, or control of such negotiated
25 checks or wire transfers, but deny that evidence of such payments does not exist. U.S. Bank Trust
26 further asserts that Plaintiff has refused to produce requested documents which would further
27 evidence the payment.
28

1 **REQUEST NO. 6:**

2 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with personal
3 knowledge regarding the existence of negotiated checks and/or wire transfers that evidence
4 payment to Plaintiff in the amount of \$5,432.81 as it relates to the subject property. (See line 303 of
5 USBNA00279 or PHH75).

6 **RESPONSE TO REQUEST NO. 6:**

7 U.S. Bank Trust cannot truthfully admit or deny this request because: (1) it refers to the
8 undefined term "Defendant", and U.S. Bank Trust cannot opine to what corporate representatives of
9 other parties or non-parties can or cannot attest; (2) NRCP 30(b)(6) designees are not required to
10 have "personal knowledge" about the underlying facts and occurrences. Rather, NRCP 30(b)(6)
11 witnesses are designated to testify about information known or reasonably available to the
12 designating organization.

13 **REQUEST NO. 7:**

14 Your responses to Plaintiff's First Set of Requests to Defendants for Production of
15 Documents served herein on July 23, 2020, represent that You did not originate the 2007 BNC
16 Loan and are not in possession, custody or control of negotiated checks and/or wire transfers
17 responsive to this request. With that understanding, admit that You are not in possession, custody or
18 control of negotiated checks and/or wire transfers that evidence payment to Plaintiff in the amount
19 of \$6,465.92 as it relates to the subject property. (See line 103 of USBNA00279 or PHH75).

20 **RESPONSE TO REQUEST NO. 7:**

21 Admit, however U.S. Bank Trust notes that other documents produced in this litigation
22 prove that this amount was charged to Plaintiff as settlement charges in January 2007. U.S. Bank
23 Trust further asserts that Plaintiff has refused to produce requested documents which would further
24 evidence these charges.

25 **REQUEST NO. 8:**

26 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with personal
27 knowledge regarding the existence of negotiated checks and/or wire transfers that evidence
28 payment to Plaintiff in the amount of \$6,465.92 as it relates to the subject property. (See line 103 of

1 USBNA00279 or PHH75).

2 **RESPONSE TO REQUEST NO. 8:**

3 U.S. Bank Trust cannot truthfully admit or deny this request because: (1) it refers to the
4 undefined term “Defendant”, and U.S. Bank Trust cannot opine to what corporate representatives of
5 other parties or non-parties can or cannot attest; (2) NRCP 30(b)(6) designees are not required to
6 have “personal knowledge” about the underlying facts and occurrences. Rather, NRCP 30(b)(6)
7 witnesses are designated to testify about information known or reasonably available to the
8 designating organization.

9 **REQUEST NO. 9:**

10 Admit that taxes on the subject property are current and were last paid by Plaintiff as of the
11 date of service of these Requests. (See ARM136-142).

12 **RESPONSE TO REQUEST NO. 9:**

13 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
14 about whether or not taxes on the subject property are current, and whether Plaintiff or anyone else
15 has paid any amount of taxes to any taxing authority relating to the subject property. However,
16 various documents produced to date evidence that tens of thousands of dollars were paid for
17 Plaintiff’s property taxes and hazard insurance over the course of many years by OCWEN in
18 relation to the U.S. Bank Trust loan. *See e.g.* PHH1090 *et seq.*

19 **REQUEST NO. 10:**

20 Admit that Plaintiff has paid and maintains all monthly HOA assessments related to the
21 subject property. (See ARM145)

22 **RESPONSE TO REQUEST NO. 10:**

23 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
24 about the payment of HOA assessments by Plaintiff or anyone else.

25 **REQUEST NO. 11:**

26 Admit that Plaintiff has paid and maintains continuous homeowner’s insurance on the
27 subject property. (See ARM143).

28

1 **RESPONSE TO REQUEST NO. 11:**

2 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
3 about the payment or continuous maintenance of homeowner's insurance on the subject property.
4 However, various documents produced to date evidence that tens of thousands of dollars were paid
5 for Plaintiff's property taxes and hazard insurance over the course of many years by OCWEN in
6 relation to the U.S. Bank Trust loan. *See e.g. PHH1090 et seq.*

7 **REQUEST NO. 12:**

8 Admit that Plaintiff has paid for and maintains all repairs concerning the subject property.
9 (*See ARM146-152*).

10 **RESPONSE TO REQUEST NO. 12:**

11 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
12 about the payment of maintenance or repairs for subject property.

13 **REQUEST NO. 13:**

14 Admit that Plaintiff has paid and maintains utilities related to the subject property, including
15 water, sewer, and trash. (*See ARM144*).

16 **RESPONSE TO REQUEST NO. 13:**

17 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
18 about the payment or maintenance of utilities relating to the subject property.

19 **REQUEST NO. 14:**

20 Admit that Plaintiff's possession of the subject property has been open and notorious since
21 1998. (*See ARM003-004*).

22 **RESPONSE TO REQUEST NO. 14:**

23 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
24 about the existence or nature of Plaintiff's possession of the subject property.

25 **REQUEST NO. 15:**

26 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with personal
27 knowledge as to the existence of, and averments contained in the document labeled as PHH75-78 or
28 USBNA00279-282.

1 **RESPONSE TO REQUEST NO. 15:**

2 U.S. Bank Trust cannot truthfully admit or deny this request because: (1) it refers to the
3 undefined term “Defendant”, and U.S. Bank Trust cannot opine to what corporate representatives of
4 other parties or non-parties can or cannot attest; (2) NRCP 30(b)(6) designees are not required to
5 have “personal knowledge” about the underlying facts and occurrences. Rather, NRCP 30(b)(6)
6 witnesses are designated to testify about information known or reasonably available to the
7 designating organization; and (3) the request to admit that a designated representative has or does
8 not have the “ability to attest with personal knowledge as to the . . . averments contained” in a
9 document is improper. U.S. Bank Trust denies that no one can attest to the existence of the
10 documents referenced in the request, as those documents obviously exist, have been maintained in
11 the ordinary course of business, and have been produced in this litigation.

12 **REQUEST NO. 16:**

13 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with personal
14 knowledge as to the existence of, and averments contained in the document labeled as PHH32-54 or
15 USBNA00042-64.

16 **RESPONSE TO REQUEST NO. 16:**

17 U.S. Bank Trust cannot truthfully admit or deny this request because: (1) it refers to the
18 undefined term “Defendant”, and U.S. Bank Trust cannot opine tot what corporate representatives
19 of other parties or non-parties can or cannot attest; (2) NRCP 30(b)(6) designees are not required to
20 have “personal knowledge” about the underlying facts and occurrences. Rather, NRCP 30(b)(6)
21 witnesses are designated to testify about information known or reasonably available to the
22 designating organization; and (3) the request to admit that a designated representative has or does
23 not have the “ability to attest with personal knowledge as to the . . . averments contained” in a
24 document is improper. U.S. Bank Trust denies that no one can attest to the existence of the
25 documents referenced in the request as those documents obviously exist have been maintained in
26 the ordinary course of business, and have been produced in this litigation.

27 **REQUEST NO. 17:**

28 Admit that Appraisal 2000 [LLC], as reflected on the document identified as PHH133, is out

1 of business. (See ARM116-118).

2 **RESPONSE TO REQUEST NO. 17:**

3 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
4 about the entity referenced in the request.

5 **REQUEST NO. 18:**

6 Admit that Fidelity Home Loan Corporation, Inc., as reflected on the document identified as
7 PHH483, is out of business. (See ARM119-121).

8 **RESPONSE TO REQUEST NO. 18:**

9 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
10 about the entity referenced in the request.

11 **REQUEST NO. 19:**

12 Admit that the lien recorded by [Bank of America] in 2004 and the lien recorded by BNC in
13 2007 simultaneously coexisted in the official records of Clark County, Nevada until 2017. (See
14 ARM059-065).

15 **RESPONSE TO REQUEST NO. 19:**

16 Admit that the deeds of trust “simultaneously coexisted” for a period of time.

17 **REQUEST NO. 20:**

18 Admit that You requested a lien release for the subject property from [Bank of America] at
19 any time between 2007 to 2017 and your request was denied by [Bank of America].

20 **RESPONSE TO REQUEST NO. 20:**

21 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge
22 about what requests and/or denials were made or given.

23 **REQUEST NO. 21:**

24 Admit that you have no personal knowledge regarding whether or not BNC paid the balance
25 due on the 2004 [Bank of America] Note and Deed of Trust concerning the subject property.

26 **RESPONSE TO REQUEST NO. 21:**

27 Deny.
28

1 **REQUEST NO. 22:**

2 Admit that You authorized, instructed, performed or otherwise permitted the Notice of
3 Trustee Sale to be recorded against the subject property on June 13, 2019.

4 **RESPONSE TO REQUEST NO. 22:**

5 Admit.

6 **REQUEST NO. 23:**

7 Admit that the notary appointment of Roseanne Ehring expired in 2008. (*See* ARM070).

8 **RESPONSE TO REQUEST NO. 23:**

9 U.S. Bank Trust objects to this request as it seeks nondiscoverable/irrelevant information.
10 Subject to and without waiving said objection, U.S. Bank Trust responds as follows: U.S. Bank
11 Trust cannot truthfully admit or deny this request because it lacks knowledge about Ms. Ehring's
12 notary appointment.

13 **REQUEST NO. 24:**

14 Admit that you made reasonable inquiry and learned that the Nevada Secretary of State does
15 not require a notary to keep their journal more than 7 years after expiration of appointment. (*See*
16 ARM070).

17 **RESPONSE TO REQUEST NO. 24:**

18 Deny.

19 **REQUEST NO. 25:**

20 Admit that at all times herein, Defendants Ocwen and/or PHH were acting as authorized
21 agents on behalf of Defendant U.S. Bank Trust.

22 **RESPONSE TO REQUEST NO. 25:**

23 Deny because the term "at all times herein" is undefined and therefore the request is overly
24 broad and vague. Subject to and without waiving said objections, U.S. Bank Trust admits that
25 Ocwen and/or PHH have acted as authorized agents for it at times following its acquisition of the
26 rights and interest to Plaintiff's promissory note and the deed of trust securing that note.

27 **REQUEST NO. 26:**

28 Admit that at all times herein, Defendant Western was acting as an authorized agent on

1 behalf of Defendant U.S. Bank Trust, Ocwen and/or PHH.

2 **RESPONSE TO REQUEST NO. 26:**

3 U.S. Bank Trust objects to this request to the extent that the request asks U.S. Bank Trust to
4 admit that one third party, Western, was an authorized agent of Ocwen and/or PHH. U.S. Bank
5 Trust further objects to this request as it is vague, overly broad, and otherwise seeks irrelevant and
6 nondiscoverable information. Subject to and without waiving said objections, U.S. Bank Trust
7 responds as follows: Western Progressive-Nevada, Inc. was trustee under the deed of trust that
8 Plaintiff executed in favor of BNC in 2007 and to which U.S. Bank Trust is the successor-in-
9 interest.

10 **REQUEST NO. 27:**

11 Admit that Defendants had knowledge of the documents labeled as USBNA00252-254 prior
12 to recordation of the notice of default against the subject property on May 31, 2018.

13 **RESPONSE TO REQUEST NO. 27:**

14 U.S. Bank Trust denies this request because it is unaware of what knowledge any entity
15 other than itself had about any document at any particular time. Moreover, the referenced
16 document appears to have been sent from Altisource on behalf of OCWEN to First American Title
17 Insurance Company, and U.S. Bank Trust was neither the sender nor the recipient of the document.

18 **REQUEST NO. 28:**

19 Admit that Defendants had knowledge of the documents labeled as USBNA00252-254 prior
20 to recordation of the notice of trustee sale against the subject property on June 13, 2019.

21 **RESPONSE TO REQUEST NO. 28:**

22 U.S. Bank Trust denies this request because it is unaware of what knowledge any entity
23 other than itself had about any document at any particular time.

24 **REQUEST NO. 29:**

25 Admit that BNC acquired Finance America, LLC, the entity reflected on the document
26 labeled USBNA00106.

27 **RESPONSE TO REQUEST NO. 29:**

28 U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge

about the allegation referenced in the request.

REQUEST NO. 30:

Admit that the 2004 loan/note/deed from [Bank of America] extinguished the 2003 loan/note/deed from Finance America, LLC.

RESPONSE TO REQUEST NO. 30:

U.S. Bank Trust cannot truthfully admit or deny this request because it lacks knowledge about the allegation referenced in the request.

REQUESTS FOR ADMISSION – GENUINENESS OF DOCUMENTS

1. Admit that USBNA00084-91 is a true and accurate copy of the original. ('18 default)

RESPONSE: Admit

2. Admit that PHH165-166 is a true and accurate copy of the original. (lien release)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

3. Admit that PHH172-179 is a true and accurate copy of the original. ('18 trustee sale)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

4. Admit that PHH203-204 is a true and accurate copy of the original. (HUD deed)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

5. Admit that PHH 205-227 is a true and accurate copy of the original. (New Century deed)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

6. Admit that PHH228-229 is a true and accurate copy of the original. (Assessor printout)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

7. Admit that USBNA00252-254 is a true and accurate copy of the original. (Altisource)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this

document.

8. Admit that ARM007-035 is a true and accurate copy of the original. (consent jdgmt)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

9. Admit that ARM036 is a true and accurate copy of the original. (BofA payoff letter)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

10. Admit that ARM090-091 is a true and accurate copy of the original. (Countrywd stmt)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

11. Admit that ARM255-280 is a true and accurate copy of the original. (FinAmerLLC DOT)

RESPONSE: Deny because U.S. Bank Trust is not, and has never been, the custodian of this document.

DATED this 23rd day of October, 2020.

FOX ROTHSCHILD LLP

/s/ Kevin M. Sutehall

MARK J. CONNOT (10010)

KEVIN M. SUTEHALL (9437)

LUCY C. CROW (15203)

1980 Festival Plaza Dr., Suite 700

Las Vegas, NV 89135

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

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of FOX ROTHSCHILD LLP, and that on the 23rd day of October, 2020, I served a copy of the foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSIONS TO DEFENDANTS** through the Court's electronic service system to the parties listed below:

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performanceoneautomotive@gmail.com
Plaintiff Pro Se

Jeffrey S. Allison, Esq.
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*Attorneys for Defendants PHH Mortgage Corporation;
PHH Mortgage Corporation, successor to Ocwen Loan Servicing, LLC,
erroneously named; and Western Progressive-Nevada, Inc.*

/s/ Doreen Loffredo
An employee of Fox Rothschild LLP

1 **RSPN**

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 TYRONE KEITH ARMSTRONG,

) Case No. A-19-796941-C

13)
14 Plaintiff,

) Dept. 18

15 vs.

) Hon. Mary Kay Holthus

16 U.S. BANK NATIONAL ASSOCIATION, as)

Trustee for Structured Asset Securities)

17 Corporation Mortgage Pass-Through)

Certificates, Series 2007-BC3; OCWEN)

18 LOAN SERVICING, LLC; PHH)

19 MORTGAGE CORPORATION; WESTERN)

PROGRESSIVE-NEVADA, INC.; BNC)

20 MORTGAGE, INC; DOES 1 through 20;)

21 ROE BUSINESS ENTITIES 1 through 20,)

22 Defendants.)

23
24 Pursuant to Rule 36 of the Nevada Rules of Civil Procedure, Defendant PHH

25 MORTGAGE CORPORATION, successor to OCWEN LOAN SERVICING, LLC ("Defendant"

26 or "Responding Party") responds to Plaintiff TYRONE KEITH ARMSTRONG's ("Plaintiff" or

27 "Propounding Party") First Set of Interrogatories. Defendant WESTERN PROGRESSIVE –

28 NEVADA, INC. filed a Declaration of Non-Monetary Status on July 31, 2019.

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1 **RESPONSE TO REQUEST NO. 1**

2 Objection. The Request is not individually propounded to Responding Party and does not
3 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
4 conjunctive or disjunctive as defined, and seeks to invade attorney work product. Subject to and
5 without waiving the foregoing, Responding Party admits the referenced instruction was included
6 in Plaintiff's First Set for Production of Documents and reviewed. Responding Party denies that
7 the instruction was applicable as a request for production or any negative implication thereby.

8 **REQUEST FOR ADMISSION NO 2:**

9 Admit that Defendants provided no separate folder that contains negotiated checks and/or
10 wire transfers in response to Plaintiff's First Set of Requests to Defendants for Production of
11 Documents.

12 **RESPONSE TO REQUEST NO. 2**

13 Objection. The Request is not individually propounded to Responding Party and does not
14 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
15 conjunctive or disjunctive as defined. Subject to and without waiving the foregoing, Responding
16 Party admits that it did not possess or produce a negotiated check and/or wire transfer of another
17 party or parties from the origination of the loan in a separate folder. Responding Party denies to
18 the extent of any negative implied effect thereof. See Responding Party's Response to Plaintiff's
19 First Set for Production of Documents, and documents produced therewith served by mail and
20 direct individual e-mail only. See, PHH541-11902.

21 **REQUEST FOR ADMISSION NO 3:**

22 Your responses to Plaintiff's First Set of Requests to Defendants for Production of
23 Documents served herein on July 23, 2020, specifically response number 2, represents that you
24 did not originate the 2007 BNC Loan and are not in possession, custody or control of negotiated
25 checks and/or wire transfers responsive to this request. With that understanding, admit that You
26 are not in possession, control or custody of negotiated checks and/or wire transfers that evidence
27 payoff from BNC to [Bank of America] regarding the subject property in the amount of
28 \$225,101.27 (See line 104 of USBNA00279 or PHH75, and USBNA00282 or PHH78).

1 **RESPONSE TO REQUEST NO. 3**

2 Objection. The Request is not individually propounded to Responding Party and does not
3 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
4 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
5 lesser expense. Subject to and without waiving the foregoing, Responding Party denies that its
6 Response to Plaintiff's First Set for Production of Documents is accurately set forth in its
7 entirety in this Request, or that there are no documents produced in this action which may
8 "evidence" the payoff. Otherwise, admitted that the items the subject of this request are not
9 located in the possession, custody or control of Responding Party to date. See Response to
10 Plaintiff's First Set for Production of Documents, and documents produced therewith. See,
11 PHH541-11902.

12 **REQUEST FOR ADMISSION NO 4:**

13 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with
14 personal knowledge as to the existence of *negotiated checks* and/or *wire transfers* reflecting
15 payment from BNC to [Bank of America] in the amount of \$225,101.27 as it relates to
16 satisfaction of the 2004 [Bank of America] Note and Deed of Trust concerning the subject
17 property.

18 **RESPONSE TO REQUEST NO. 4**

19 Objection. The Request is not individually propounded to Responding Party and does not
20 delineate between all of the defendants listed therein. Vague and ambiguous, argumentative,
21 assumes representatives are required to have "personal knowledge" under NRCP 30(b)(6), seeks
22 to invade attorney-client privilege or work product. Subject to and without waiving the
23 foregoing, Responding Party at this time lacks information or belief sufficient to enable it to
24 admit or deny this Request upon reasonable search of information known or readily obtained.
25 Discovery is continuing and Responding Party reserves its rights with respect hereto.

26 **REQUEST FOR ADMISSION NO 5:**

27 Your responses to Plaintiff's First Set of Requests to Defendants for Production of
28 Documents served herein on July 23, 2020, specifically response number 3, represents that you

1 did not originate the 2007 BNC Loan and are not in possession, custody or control of negotiated
2 checks and/or wire transfers responsive to this request. With that understanding, admit that You
3 are not in possession, control or custody of negotiated checks and/or wire transfers that evidence
4 payment to Plaintiff in the amount of \$5,432.81 as it relates to the subject property. (See line 303
5 of USBNA00279 or PHH75).

6 **RESPONSE TO REQUEST NO. 5**

7 Objection. The Request is not individually propounded to Responding Party and does not
8 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
9 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
10 lesser expense. Subject to and without waiving the foregoing, Responding Party denies that its
11 Response to Plaintiff's First Set for Production of Documents is accurately set forth in its
12 entirety in this Request, or that there are no documents produced in this action which may
13 "evidence" the payment. Otherwise, admitted that the items the subject of this request are not in
14 the possession, custody or control of Responding Party to date. See Response to Plaintiff's First
15 Set for Production of Documents, and documents produced therewith. See, PHH541-11902.

16 **REQUEST FOR ADMISSION NO 6:**

17 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with
18 personal knowledge regarding the existence of *negotiated checks* and/or *wire transfers* that
19 evidence payment to Plaintiff in the amount of \$5,432.81 as it relates to the subject property.
20 (See line 303 of USBNA00279 or PHH75).

21 **RESPONSE TO REQUEST NO. 6**

22 Objection. The Request is not individually propounded to Responding Party and does not
23 delineate between all of the defendants listed therein. Vague and ambiguous, argumentative,
24 assumes representatives are required to have "personal knowledge" under NRCP 30(b)(6), seeks
25 to invade attorney-client privilege or work product. Subject to and without waiving the
26 foregoing, Responding Party at this time lacks information or belief sufficient to enable it to
27 admit or deny this Request upon reasonable search of information known or readily obtained.
28 Discovery is continuing and Responding Party reserves its rights with respect hereto.

1 **REQUEST FOR ADMISSION NO 7:**

2 Your responses to Plaintiff's First Set of Requests to Defendants for Production of
3 Documents served herein on July 23, 2020, represent that You did not originate the 2007 BNC
4 Loan and are not in possession, custody or control of negotiated checks and/or wire transfers
5 responsive to this request. With that understanding, admit that You are not in possession, custody
6 or control of negotiated checks and/or wire transfers that evidence payment to Plaintiff in the
7 amount of \$6,465.92 as it relates to the subject property. (See line 103 of USBNA00279 or
8 PHH75).

9 **RESPONSE TO REQUEST NO. 7**

10 Objection. The Request is not individually propounded to Responding Party and does not
11 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
12 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
13 lesser expense. Subject to and without waiving the foregoing, Responding Party denies that its
14 Response to Plaintiff's First Set for Production of Documents, for which no numbered response
15 is given, is accurately set forth in this Request, or that there are no documents produced in this
16 action which may "evidence" the payment. Otherwise, admitted that the items the subject of this
17 request are not in the possession, custody or control of Responding Party to date. See Response
18 to Plaintiff's First Set for Production of Documents, and documents produced therewith. See,
19 PHH541-11902.

20 **REQUEST FOR ADMISSION NO 8:**

21 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with
22 personal knowledge regarding the existence of *negotiated checks* and/or *wire transfers* that
23 evidence payment to Plaintiff in the amount of \$6,465.92 as it relates to the subject property.
24 (See line 103 of USBNA00279 or PHH75).

25 **RESPONSE TO REQUEST NO. 8**

26 Objection. The Request is not individually propounded to Responding Party and does not
27 delineate between all of the defendants listed therein. Vague and ambiguous, argumentative,
28 assumes representatives are required to have "personal knowledge" under NRCP 30(b)(6), seeks

1 to invade attorney-client privilege or work product. Subject to and without waiving the
2 foregoing, Responding Party at this time lacks information or belief sufficient to enable it to
3 admit or deny this Request upon reasonable search of information known or readily obtained.
4 Discovery is continuing and Responding Party reserves its rights with respect hereto.

5 **REQUEST FOR ADMISSION NO 9:**

6 Admit that taxes on the subject property are current and were last paid by Plaintiff as of the
7 date of service of these Requests. (*See* ARM136-142).

8 **RESPONSE TO REQUEST NO. 9**

9 Objection. The Request is not individually propounded to Responding Party and does not
10 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
11 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
12 lesser expense. Subject to and without waiving the foregoing, Responding Party lacks
13 information or belief sufficient to enable it to admit or deny Propounding Party's payments of his
14 taxes to the taxing authority or whether he is current at this time. Notwithstanding, Responding
15 Party notes that property taxes and hazard insurance have been advanced over the course of
16 many years in relation to the loan. See, e.g. documents previously produced as PHH1090 et seq.

17 **REQUEST FOR ADMISSION NO 10:**

18 Admit that Plaintiff has paid and maintains all monthly HOA assessments related to the
19 subject property. (*See* ARM145)

20 **RESPONSE TO REQUEST NO. 10**

21 Objection. The Request is not individually propounded to Responding Party and does not
22 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
23 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
24 lesser expense. Subject to and without waiving the foregoing, Responding Party lacks
25 information or belief sufficient to enable it to access, admit or deny whether Propounding Party
26 has paid all his HOA assessments to his HOA at this time.

1 **REQUEST FOR ADMISSION NO 11:**

2 Admit that Plaintiff has paid and maintains continuous homeowner's insurance on the
3 subject property. (*See* ARM143).

4 **RESPONSE TO REQUEST NO. 11**

5 Objection. The Request is not individually propounded to Responding Party and does not
6 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
7 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
8 lesser expense. Subject to and without waiving the foregoing, Responding Party lacks
9 information or belief sufficient to enable it to admit or deny whether Propounding Party has for
10 maintained and paid his homeowner's insurance at this time.

11 **REQUEST FOR ADMISSION NO 12:**

12 Admit that Plaintiff has paid for and maintains all repairs concerning the subject property.
13 (*See* ARM146-152).

14 **RESPONSE TO REQUEST NO. 12**

15 Objection. The Request is not individually propounded to Responding Party and does not
16 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
17 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
18 lesser expense. Subject to and without waiving the foregoing, Responding Party is not an owner
19 of the property. Responding Party lacks access or sufficient knowledge and cannot admit or
20 deny whether Propounding Party makes repairs to his property.

21 **REQUEST FOR ADMISSION NO 13:**

22 Admit that Plaintiff has paid and maintains utilities related to the subject property,
23 including water, sewer, and trash. (*See* ARM144).

24 **RESPONSE TO REQUEST NO. 13**

25 Objection. The Request is not individually propounded to Responding Party and does not
26 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
27 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
28 lesser expense. Subject to and without waiving the foregoing, Responding Party is not an owner

1 of the property. Responding Party lacks access or sufficient knowledge and cannot admit or
2 deny whether Propounding Party has paid his utilities including his water, sewage and trash.

3 **REQUEST FOR ADMISSION NO 14:**

4 Admit that Plaintiff's possession of the subject property has been open and notorious
5 since 1998. (*See* ARM003-004).

6 **RESPONSE TO REQUEST NO. 14**

7 Objection. The Request is not individually propounded to Responding Party and does not
8 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
9 conjunctive or disjunctive as defined, may invade attorney-client privilege, information available
10 to Propounding Party at equal or lesser expense. Subject to and without waiving the foregoing,
11 Responding Party is not an owner of the property. Responding Party lacks information or belief
12 sufficient to enable it to admit or deny Propounding Party's contention in this Request.
13 Responding Party denies the legal applicability or effect of Propounding Party's contention as it
14 may relate to the loan.

15 **REQUEST FOR ADMISSION NO 15:**

16 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with
17 personal knowledge as to the existence of, and averments contained in the document labeled as
18 PHH75-78 or USBNA00279-282.

19 **RESPONSE TO REQUEST NO. 15**

20 Objection. The Request is not individually propounded to Responding Party and does not
21 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
22 conjunctive or disjunctive as defined and referenced documents not attached, argumentative,
23 assumes representatives are required to have "personal knowledge" under NRCP 30(b)(6), seeks
24 to invade attorney-client privilege or work product. Subject to and without waiving the
25 foregoing, Responding Party believes a representative can attest to the existence of the document
26 referenced but not attached to the Request, maintained in the ordinary course of business, and
27 produced in this action. Responding Party lacks information or belief sufficient to enable it to
28 specifically admit or deny this Request as phrased upon reasonable search of information known

1 or readily obtained at this time. Discovery is continuing and Responding Party reserves its rights
2 with respect hereto.

3 **REQUEST FOR ADMISSION NO 16:**

4 Admit that no NRCP 30(b) representative of Defendant has the ability to attest with
5 personal knowledge as to the existence of, and averments contained in the document labeled as
6 PHH32-54 or USBNA00042-64.

7 **RESPONSE TO REQUEST NO. 16**

8 Objection. The Request is not individually propounded to Responding Party and does not
9 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
10 conjunctive or disjunctive as defined and referenced documents not attached, argumentative,
11 assumes representatives are required to have "personal knowledge" under NRCP 30(b)(6), seeks
12 to invade attorney-client privilege or work product. Subject to and without waiving the
13 foregoing, Responding Party admits a representative can attest to the existence, standard or
14 executed provisions and effect of the recorded public instrument securing the loan referenced but
15 not attached to this Request, maintained in the ordinary course of business, and produced as well
16 as provided in this action. Discovery is continuing and Responding Party reserves its rights with
17 respect hereto.

18 **REQUEST FOR ADMISSION NO 17:**

19 Admit that Appraisal 2000 [LLC], as reflected on the document identified as PHH133, is
20 out of business. (*See* ARM116-118).

21 **RESPONSE TO REQUEST NO. 17**

22 Objection. The Request is not individually propounded to Responding Party and does not
23 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
24 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
25 lesser expense. Subject to and without waiving the foregoing, Responding Party is not the entity
26 referenced. Responding Party lacks information or belief sufficient to enable it to admit or deny
27 this Request.

1 **REQUEST FOR ADMISSION NO 18:**

2 Admit that Fidelity Home Loan Corporation, Inc., as reflected on the document identified
3 as PHH483, is out of business. (See ARM119-121).

4 **RESPONSE TO REQUEST NO. 18**

5 Objection. The Request is not individually propounded to Responding Party and does not
6 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
7 conjunctive or disjunctive as defined, information available to Propounding Party at equal or
8 lesser expense. Subject to and without waiving the foregoing, Responding Party is not the entity
9 referenced. Responding Party lacks information or belief sufficient to enable it to admit or deny
10 this Request.

11 **REQUEST FOR ADMISSION NO 19:**

12 Admit that the lien recorded by [Bank of America] in 2004 and the lien recorded by BNC
13 in 2007 simultaneously coexisted in the official records of Clark County, Nevada until 2017.
14 (See ARM059-065).

15 **RESPONSE TO REQUEST NO. 19**

16 Objection. The Request is not individually propounded to Responding Party and does not
17 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
18 conjunctive or disjunctive as defined and referenced documents not attached, argumentative,
19 information available to Propounding Party at equal or lesser expense. Subject to and without
20 waiving the foregoing, Responding Party is not BNC or Bank of America, and is uncertain as to
21 Bank of America's or its predecessor's recording or release of its lien and the extent to which it
22 may have 'coexisted' with the BNC lien for period of time. However, admit that it appears both
23 liens appeared as a matter of record in the Clark County Recorder's Office for a period of time.
24 Responding Party lacks information or belief sufficient to enable it to specifically admit or deny
25 this Request as phrased.

26 **REQUEST FOR ADMISSION NO 20:**

27 Admit that You requested a lien release for the subject property from [Bank of America]
28 at any time between 2007 to 2017 and your request was denied by [Bank of America].

1 **RESPONSE TO REQUEST NO. 20**

2 Objection. The Request is not individually propounded to Responding Party and does not
3 delineate between all of the defendants listed therein. Vague and ambiguous, overbroad or
4 unduly burdensome, argumentative. Subject to and without waiving the foregoing, Responding
5 Party lacks information or belief sufficient to enable it to admit or deny this Request as phrased
6 upon reasonable search of information known or obtained at this time. Discovery is continuing.

7 **REQUEST FOR ADMISSION NO 21:**

8 Admit that you have no personal knowledge regarding whether or not BNC paid the
9 balance due on the 2004 [Bank of America] Note and Deed of Trust concerning the subject
10 property.

11 **RESPONSE TO REQUEST NO. 21**

12 Objection. The Request is not individually propounded to Responding Party and does not
13 delineate between all of the defendants listed therein. Vague and ambiguous, argumentative.
14 Subject to and without waiving the foregoing, Responding Party is not BNC or Bank of America.
15 However, denied upon information and belief.

16 **REQUEST FOR ADMISSION NO 22:**

17 Admit that You authorized, instructed, performed or otherwise permitted the Notice of
18 Trustee Sale to be recorded against the subject property on June 13, 2019.

19 **RESPONSE TO REQUEST NO. 22**

20 Objection. The Request is not individually propounded to Responding Party and does not
21 delineate between all of the defendants listed therein. Vague and ambiguous. Subject to and
22 without waiving the foregoing, admitted.

23 **REQUEST FOR ADMISSION NO 23:**

24 Admit that the notary appointment of Roseanne Ehring expired in 2008. (*See* ARM070).

25 **RESPONSE TO REQUEST NO. 23**

26 Objection. The Request is not individually propounded to Responding Party and does not
27 delineate between all of the defendants listed therein. Vague and ambiguous, information
28 available to Propounding Party at equal or lesser expense. Subject to and without waiving the

1 foregoing, Responding Party is not the referenced person. Accordingly, Responding Party lacks
2 information or belief sufficient to enable it to admit or deny this Request.

3 **REQUEST FOR ADMISSION NO 24:**

4 Admit that you made reasonable inquiry and learned that the Nevada Secretary of State
5 does not require a notary to keep their journal more than 7 years after expiration of appointment.
6 (*See ARM070*).

7 **RESPONSE TO REQUEST NO. 24**

8 Objection. The Request is not individually propounded to Responding Party and does not
9 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
10 documents not attached, information available to Propounding Party at equal or lesser expense.
11 Subject to and without waiving the foregoing, denied the Responding Party made the inquiry as
12 phrased. Responding Party lacks information or belief sufficient to enable it to further admit or
13 deny this Request.

14 **REQUEST FOR ADMISSION NO 25:**

15 Admit that at all times herein, Defendants Ocwen and/or PHH were acting as authorized
16 agents on behalf of Defendant U.S. Bank Trust.

17 **RESPONSE TO REQUEST NO. 25**

18 Objection. The Request is not individually propounded to Responding Party and does not
19 delineate between all of the defendants listed therein. Vague and ambiguous, overbroad or
20 argumentative, information available to Propounding Party at equal or lesser expense. Subject to
21 and without waiving the foregoing, Responding Party denies as to "at all times herein."
22 Responding Party admits that Ocwen formerly acted and PHH presently acts as authorized
23 servicing agents on behalf of the Defendant entity defined in the Request as U.S. Bank Trust
24 upon assignment and transfer. See documents previously produced as PHH1-11902.

25 **REQUEST FOR ADMISSION NO 26:**

26 Admit that at all times herein, Defendant Western was acting as an authorized agent on
27 behalf of Defendant U.S. Bank Trust, Ocwen and/or PHH.

1 **RESPONSE TO REQUEST NO. 26**

2 Objection. The Request is not individually propounded to Responding Party and does not
3 delineate between all of the defendants listed therein. Vague and ambiguous, overbroad or
4 argumentative, information available to Propounding Party at equal or lesser expense. Subject to
5 and without waiving the foregoing, Responding Party denies as to “at all times herein.”
6 Responding Party admits that Western Progressive-Nevada, Inc. has served and continues to
7 serve as the foreclosure agent and trustee authorized on behalf of Responding Party and the
8 entity defined in the Request as U.S. Bank Trust upon assignment and transfer. See documents
9 previously produced as PHH1-11902.

10 **REQUEST FOR ADMISSION NO 27:**

11 Admit that Defendants had knowledge of the documents labeled as USBNA00252-254
12 prior to recordation of the notice of default against the subject property on May 31, 2018.

13 **RESPONSE TO REQUEST NO. 27**

14 Objection. The Request is not individually propounded to Responding Party and does not
15 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
16 documents not attached, not relevant, overbroad or argumentative. Subject to and without
17 waiving the foregoing, Responding Party at this time lacks information or belief sufficient to
18 enable it to admit or deny this Request upon reasonable search of information known or obtained
19 as to “knowledge” of the referenced documents which appear to concern a title claim in 2015
20 and/or applicability to a referenced “notice of default against the subject property on May 31,
21 2018.” However, Responding Party denies the Request to the extent of the undefined term
22 “knowledge,” determined as phrased, or the applicability of the referenced documents to a notice
23 of default approximately three years later in 2018.

24 **REQUEST FOR ADMISSION NO 28:**

25 Admit that Defendants had knowledge of the documents labeled as USBNA00252-254
26 prior to recordation of the notice of trustee sale against the subject property on June 13, 2019.

27

28

1 **RESPONSE TO REQUEST NO. 28**

2 Objection. The Request is not individually propounded to Responding Party and does not
3 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
4 documents not attached, not relevant, overbroad or argumentative. Subject to and without
5 waiving the foregoing, Responding Party at this time lacks information or belief sufficient to
6 enable it to admit or deny this Request upon reasonable search of information known or obtained
7 as to “knowledge” of the referenced documents which appear to concern a title claim in 2015
8 and/or applicability to a referenced “notice of trustee sale against the subject property on June
9 13, 2019.” However, Responding Party denies the Request to the extent of the undefined term
10 “knowledge,” determined as phrased, or the applicability of the referenced documents to a notice
11 of trustee sale approximately four years later in 2019.

12 **REQUEST FOR ADMISSION NO 29:**

13 Admit that BNC acquired Finance America, LLC, the entity reflected on the document
14 labeled USBNA00106.

15 **RESPONSE TO REQUEST NO. 29**

16 Objection. The Request is not individually propounded to Responding Party and does not
17 delineate between all of the defendants listed therein. Vague and ambiguous, information
18 available to Propounding Party at equal or lesser expense. Subject to and without waiving the
19 foregoing, Responding Party is not BNC or Finance America, LLC. Accordingly, Responding
20 Party lacks information or belief sufficient to enable it to admit or deny this Request.

21 **REQUEST FOR ADMISSION NO 30:**

22 Admit that the 2004 loan/note/deed from [Bank of America] extinguished the 2003
23 loan/note/deed from Finance America, LLC.

24 **RESPONSE TO REQUEST NO. 30**

25 Objection. The Request is not individually propounded to Responding Party and does not
26 delineate between all of the defendants listed therein. Vague and ambiguous, overbroad or
27 unduly burdensome, information available to Propounding Party at equal or lesser expense.
28 Subject to and without waiving the foregoing, Responding Party is not Bank of America or

1 Finance America, LLC. Accordingly, Responding Party lacks information or belief sufficient to
2 enable it to admit or deny the information alleged in this Request.

3 **RESPONSES TO REQUESTS FOR ADMISSION – GENUINENESS OF DOCUMENTS**

4 **REQUEST NO. 1**

5 Admit that USBNA00084-91 is a true and accurate copy of the original. ('18 default)

6 **RESPONSE TO REQUEST NO. 1**

7 Objection. The Request is not individually propounded to Responding Party and does not
8 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
9 documents not attached. Subject to and without waiving the foregoing, admitted.

10 **REQUEST NO. 2**

11 Admit that PHH165-166 is a true and accurate copy of the original. (lien release)

12 **RESPONSE TO REQUEST NO. 2**

13 Objection. The Request is not individually propounded to Responding Party and does not
14 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
15 documents not attached, information available to Propounding Party at equal or lesser expense.
16 Subject to and without waiving the foregoing, admitted a copy of the referenced document is
17 now included in Responding Party's records, but Responding Party did not author or record the
18 document and lacks information or belief sufficient to enable it to further admit or deny this
19 Request.

20 **REQUEST NO. 3**

21 Admit that PHH172-179 is a true and accurate copy of the original. ('18 trustee sale)

22 **RESPONSE TO REQUEST NO. 3**

23 Objection. The Request is not individually propounded to Responding Party and does not
24 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
25 documents not attached. Subject to and without waiving the foregoing, denied to the extent the
26 referenced document is described as "('18 trustee sale)", otherwise admitted as to the actual
27 document referenced.

1 **REQUEST NO. 4**

2 Admit that PHH203-204 is a true and accurate copy of the original. (HUD deed)

3 **RESPONSE TO REQUEST NO. 4**

4 Objection. The Request is not individually propounded to Responding Party and does not
5 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
6 documents not attached, information available to Propounding Party at equal or lesser expense.
7 Subject to and without waiving the foregoing, admitted a copy of the referenced document is
8 now included in Responding Party's records, but Responding Party did not author or record the
9 document and lacks information or belief sufficient to enable it to further admit or deny this
10 Request.

11 **REQUEST NO. 5**

12 Admit that PHH 205-227 is a true and accurate copy of the original. (New Century deed)

13 **RESPONSE TO REQUEST NO. 5**

14 Objection. The Request is not individually propounded to Responding Party and does not
15 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
16 documents not attached, information available to Propounding Party at equal or lesser expense.
17 Subject to and without waiving the foregoing, admitted a copy of the referenced document is
18 now included in Responding Party's records, but Responding Party did not author or record the
19 document and lacks information or belief sufficient to enable it to further admit or deny this
20 Request.

21 **REQUEST NO. 6**

22 Admit that PHH228-229 is a true and accurate copy of the original. (Assessor printout)

23 **RESPONSE TO REQUEST NO. 6**

24 Objection. The Request is not individually propounded to Responding Party and does not
25 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
26 documents not attached, information available to Propounding Party at equal or lesser expense.
27 Subject to and without waiving the foregoing, admitted a copy of the referenced document is
28 now included with Responding Party's records, but Responding Party did not author the

1 document and lacks information or belief sufficient to enable it to further admit or deny this
2 Request.

3 **REQUEST NO. 7**

4 Admit that USBNA00252-254 is a true and accurate copy of the original. (Altisource)

5 **RESPONSE TO REQUEST NO. 7**

6 Objection. The Request is not individually propounded to Responding Party and does not
7 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
8 documents not attached. Subject to and without waiving the foregoing, admitted a copy of the
9 referenced document produced herein by another party is included in Responding Party's
10 records. Responding Party lacks information or belief sufficient to enable it to further admit or
11 deny this Request at this time.

12 **RESPONSE TO REQUEST NO. 7**

13 Objection. The Request is not individually propounded to Responding Party and does not
14 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
15 documents not attached. Subject to and without waiving the foregoing, admitted a copy of the
16 referenced document produced herein by another party is included in Responding Party's
17 records. Responding Party lacks information or belief sufficient to enable it to further admit or
18 deny this Request at this time.

19 **REQUEST NO. 8**

20 Admit that ARM007-035 is a true and accurate copy of the original. (consent jdgmt)

21 **RESPONSE TO REQUEST NO. 8**

22 Objection. The Request is not individually propounded to Responding Party and does not
23 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
24 documents not attached, information available to Propounding Party at equal or lesser expense.
25 Subject to and without waiving the foregoing, Responding Party did not author or produce the
26 referenced document and lacks information or belief sufficient to enable it to admit or deny this
27 Request.

1 **REQUEST NO. 9**

2 Admit that ARM036 is a true and accurate copy of the original. (BofA payoff letter)

3 **RESPONSE TO REQUEST NO. 9**

4 Objection. The Request is not individually propounded to Responding Party and does not
5 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
6 documents not attached, information available to Propounding Party at equal or lesser expense.
7 Subject to and without waiving the foregoing, Responding Party did not author or produce the
8 referenced document and lacks information or belief sufficient to enable it to admit or deny this
9 Request.

10 **REQUEST NO. 10**

11 Admit that ARM090-091 is a true and accurate copy of the original. (Countrywd stmt)

12 **RESPONSE TO REQUEST NO. 10**

13 Objection. The Request is not individually propounded to Responding Party and does not
14 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
15 documents not attached, information available to Propounding Party at equal or lesser expense.
16 Subject to and without waiving the foregoing, Responding Party did not author or produce the
17 referenced document and lacks information or belief sufficient to enable it to admit or deny this
18 Request.

19 **REQUEST NO. 11**

20 Admit that ARM255-280 is a true and accurate copy of the original. (FinAmerLLC DOT)

21 **RESPONSE TO REQUEST NO. 11**

22 Objection. The Request is not individually propounded to Responding Party and does not
23 delineate between all of the defendants listed therein. Vague and ambiguous, referenced
24 documents not attached, information available to Propounding Party at equal or lesser expense,
25 exceeds the maximum number of requests for admission allowable under NRCP 36(a)(7).
26 Subject to and without waiving the foregoing, Responding Party did not author, record or
27 produce the referenced document and lacks information or belief sufficient to enable it to admit
28 or deny this Request.

1 DATED: October 21, 2020

HOUSER LLP

2

3

/s/ Jeffrey S. Allison

4

Jeffrey S. Allison, Esq.

5

Attorneys for Defendants

6

PHH MORTGAGE CORPORATION; PHH

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MORTGAGE CORPORATION, successor

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to OCWEN LOAN SERVICING, LLC,

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erroneously named; and WESTERN

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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:

RESPONSE TO PLAINTIFF'S FIRST SET OF REQUESTS FOR ADMISSIONS

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

- ☒ **Electronic Service through Court sponsored E-Serve system or by E-Mail**
☒ **United States Mail, Postage Fully Prepaid**
☐ **Personal Service**
☐ **By Direct Email (as opposed to through the Electronic System)**
☐ **By Fax Transmission**
☐ **By Messenger**

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Tel: (702) 491-8426
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Plaintiff Pro Se

Mark Connot, Esq.
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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: October 24, 2020

/s/ Jasmine Blanco
An employee of HOUSER LLP

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EXHIBIT 16

Altisource®

Vijay Kumar K
Title Resolution Associate
Kvijay.kumar@altisource.com
Telephone: 770-612-7007-1 Extn:-297804
Fax: 770-956-5844

Date: 07/21/2015
VIA E-mail: _____

First American Title Insurance Company

Re: Policy Number : 21008643
Property Address : 3713 Brentcove Dr., North las Vegas, NV 89032
Original Mortgagor : Tyrone Armstrong
Original Mortgagee : BNC Mortgage, Inc.
Loan Number : 7100758254

Dear Sir or Madam:

Please be advised that our client, Ocwen Loan Servicing LLC is the agent and attorney in Mortgage/deed of trust under the above referenced title insurance policy and successor insured. This letter shall serve as notification of a claim under said policy, of the below enumerated title defects. Please be advised that this claim was found during the course of foreclosure proceedings. Accordingly, please take any steps necessary to resolve this matter expediently.

Issues: Outstanding Lien

1) A Deed of trust to secure an indebtness in the amount shown below and any other obligations secured thereby:

Amount: \$224 000.00

Dated: December 23 2004

Trustor: Tyrone K Armstrong a single man

Trustee: Southwest title

Beneficiary: New Century Mortgage Corporation

Recorded: December 29 2004 in (instrument) 20041229-0002078 of official records

In order to facilitate your assessment of this claim, we are enclosing copies of the documentation relating to the title policy and the defect, as applicable.

Please acknowledge receipt of this letter and address all non-litigation related correspondence in this regard to the undersigned at the above address referencing the loan number. Thank you in advance for your prompt attention to this matter.

Regards,
Vijay Kumar K

Attachments: Title Policy, Title Commitment, HUD-1 & supporting documents.

Thinking Ahead. Delivering Today.™

12001 Science Drive, Suite 110, Orlando, FL 32826

FATIC003212

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EXHIBIT 17

1 MARK J. CONNOT (10010)
KEVIN M. SUTEHALL (9437)
2 LUCY C. CROW (15203)
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5 mconnot@foxrothschild.com
ksutehall@foxrothschild.com
6 lcrow@foxrothschild.com
Attorneys for Defendant U.S. Bank National
7 *Association, as Trustee for Structured Asset Securities*
Corporation Mortgage Pass-Through Certificates,
8 *Series 2007-BC3*

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 TYRONE KEITH ARMSTRONG,
12 Plaintiff,

13 vs.

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

19 Defendants.
20

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

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2007-BC3'S RESPONSES TO
PLAINTIFF'S FIRST SET OF
INTERROGATORIES TO DEFENDANTS**

21 Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities
22 Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank Trust"), by and
23 through its attorneys of record, the law firm of Fox Rothschild LLP, hereby responds to Plaintiff
24 Tyrone Keith Armstrong's ("Plaintiff's") First Set of Interrogatories to Defendants as follows:

25 **DEFINITIONS**

26 The following definitions apply to U.S. Bank Trust's responses and objections:

27 A. "Nondiscoverable/Irrelevant" - The interrogatory in question concerns a matter that
28 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the

1 discovery of admissible evidence.

2 B. "Unduly burdensome" - The interrogatory in question seeks discovery which is
3 unduly burdensome or expensive, taking into account the needs of the case, limitations on the
4 party's resources, and the importance of the issues at stake in the litigation.

5 C. "Vague" - The interrogatory in question contains a word or phrase which is not
6 adequately defined, or the overall interrogatory is confusing or ambiguous, and U.S. Bank Trust is
7 unable to reasonably ascertain what information or documents Plaintiff seeks in the interrogatory.

8 D. "Overly broad" - The interrogatory seeks information or documents beyond the
9 scope of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
10 seeks information or documents which are nondiscoverable/irrelevant, and is unduly burdensome.

11 **GENERAL OBJECTIONS**

12 U.S. Bank Trust objects to Plaintiff's interrogatories to the extent that they seek any
13 information that is protected by any absolute or qualified privilege or exemption, including, but not
14 limited to, the attorney-client privilege, the attorney work-product exemption, and the consulting-
15 expert exemption. U.S. Bank Trust adopts by reference the foregoing objection and incorporates the
16 objection as if it was fully set forth in each of U.S. Bank Trust's responses below.

17 U.S. Bank Trust further objects to all of the interrogatories that request information about
18 BNC's refinancing of Plaintiff's prior loan because U.S. Bank Trust was not involved in that
19 refinancing. As Plaintiff is aware, U.S. Bank Trust is the successor-in-interest to BNC.

20 **INTERROGATORIES**

21 **INTERROGATORY NO. 1:**

22 Identify the NRCP 30(b)(6) representative for Defendant U.S. Bank National Association,
23 as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series
24 2007-B3.

25 **RESPONSE TO INTERROGATORY NO. 1:**

26 U.S. Bank Trust objects to this interrogatory, which reflects a misunderstanding of NRCP
27 30(b)(6). If and when a party notices a deposition of U.S. Bank Trust with reasonable particularity
28 of the matters for examination in compliance with NRCP 30(b)(6), U.S. Bank Trust will designate

1 one or more individuals to testify on its behalf about information known or reasonably available to
2 it. Until such time, U.S. Bank Trust has no obligation to identify or designate any such individual.

3 **INTERROGATORY NO. 2:**

4 Identify the NRCP 30(b)(6) representative for Defendant Ocwen Loan Servicing, LLC.

5 **RESPONSE TO INTERROGATORY NO. 2:**

6 While served on U.S. Bank Trust, this interrogatory seeks information about a different
7 party. See response to interrogatory 1 concerning U.S. Bank Trust.

8 **INTERROGATORY NO. 3:**

9 Identify the NRCP 30(b)(6) representative for Defendant PHH Mortgage Company.

10 **RESPONSE TO INTERROGATORY NO. 3:**

11 While served on U.S. Bank Trust, this interrogatory seeks information about a different
12 party. See response to interrogatory 1 concerning U.S. Bank Trust.

13 **INTERROGATORY NO. 4:**

14 Identify the NRCP 30(b)(6) representative for Defendant Western Progressive-Nevada, Inc.

15 **RESPONSE TO INTERROGATORY NO. 4:**

16 While served on U.S. Bank Trust, this interrogatory seeks information about a different
17 party. See response to interrogatory 1 concerning U.S. Bank Trust.

18 **INTERROGATORY NO. 5:**

19 Identify any and all insurance claims You have made regarding the subject property from
20 2007 to 2017 and all companies you have made such claims with.

21 **RESPONSE TO INTERROGATORY NO. 5:**

22 U.S. Bank Trust has complied with NRCP 16.1(a)(1)(A)(v). U.S. Bank Trust objects to this
23 interrogatory as it seeks nondiscoverable/irrelevant information.

24 **INTERROGATORY NO. 6:**

25 Identify whether You received any form of payment from 2007 to 2017 as the result of an
26 insurance claim you made related to the subject property.

27 **RESPONSE TO INTERROGATORY NO. 6:**

28 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant

1 information.

2 **INTERROGATORY NO. 7:**

3 Identify whether You received any form of payment from 2007 to 2017 as the result of an
4 indemnity claim you made related to the subject property.

5 **RESPONSE TO INTERROGATORY NO. 7:**

6 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant
7 information.

8 **INTERROGATORY NO. 8:**

9 Identify the person authorized to make certifications of public records on behalf of
10 Defendant.

11 **RESPONSE TO INTERROGATORY NO. 8:**

12 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant
13 information and is vague.

14 **INTERROGATORY NO. 9:**

15 Identify why You did not obtain an immediate lien release from [Bank of America] if the
16 2007 BNC Loan in fact funded the payoff to [Bank of America].

17 **RESPONSE TO INTERROGATORY NO. 9:**

18 U.S. Bank Trust objects to this interrogatory as it is vague and overly broad. Subject to and
19 without waiving said objections, U.S. Bank Trust responds as follows: U.S. Bank Trust did not
20 originate the 2007 BNC loan. BNC originated the 2007 BNC loan upon Plaintiff's execution of the
21 2007 BNC loan documents. Moreover, even if U.S. Bank Trust had originated the 2007 BNC loan,
22 it would not have "obtain[ed] an immediate lien release from Bank of America." U.S. Bank Trust
23 lacks knowledge about why Bank of America or Countrywide did or did not record the lien release
24 within any particular period of time, including in 2007.

25 **INTERROGATORY NO. 10:**

26 Identify an explanation as to why both the 2004 [Bank of America] deed of trust and the
27 2007 BNC deed of trust contemporaneously coexisted in the official records of Clark County,
28 Nevada from 2007 to 2017.

1 **RESPONSE TO INTERROGATORY NO. 10:**

2 U.S. Bank Trust objects to this interrogatory as it is vague and overly broad. Subject to and
3 without waiving said objections, U.S. Bank Trust responds as follows: U.S. Bank Trust did not
4 originate the 2007 BNC loan. BNC originated the 2007 BNC loan upon Plaintiff's execution of the
5 2007 BNC loan documents. Moreover, even if U.S. Bank Trust had originated the 2007 BNC loan,
6 it would not have "obtain[ed] an immediate lien release from Bank of America." U.S. Bank Trust
7 lacks knowledge about why Bank of America or Countrywide did or did not record the lien release
8 within any particular period of time including in 2007. U.S. Bank Trust notes, however, that Bank
9 of America (as successor to Countywide) and/or its agent or attorney-in-fact did in fact record a
10 Substitution of Trustee and Full Reconveyance on or about January 19, 2017 (see USBNA00040-
11 41) and Plaintiff has failed to produce any documentary or other evidence that he repaid the 2004
12 Bank of America/Countywide loan at any time. There is, on the other hand, ample evidence in the
13 record that the 2007 BNC loan did in fact pay off the 2004 Bank of America/Countywide loan.

14 **INTERROGATORY NO. 11:**

15 Identify what measures You took, if any, to cause [Bank of America] to record a
16 Substitution of Trustee and Full Reconveyance (lien release) on January 19, 2017.

17 **RESPONSE TO INTERROGATORY NO. 11:**

18 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant
19 information, is vague, and is overly broad.

20 DATED this 23rd day of October, 2020.

21
22 **FOX ROTHSCHILD LLP**

23
24 /s/ Kevin M. Sutehall

25 MARK J. CONNOT (10010)

26 KEVIN M. SUTEHALL (9437)

27 LUCY C. CROW (15203)

28 1980 Festival Plaza Dr., Suite 700

Las Vegas, NV 89135

Attorneys for Defendant U.S. Bank National

Association, as Trustee for Structured Asset

Securities Corporation Mortgage Pass-Through
Certificates, Series 2007-BC3

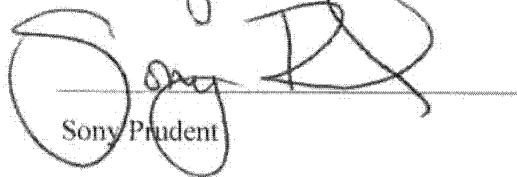
VERIFICATION

I have reviewed and read the foregoing document entitled, **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANTS** and know its contents.

I am employed by Ocwen Financial Corporation whose indirect subsidiary is PHH Mortgage Corporation, successor by merger to Ocwen Loan Servicing, LLC, servicer and attorney-in-fact for U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3, and am authorized to make this verification for and on its behalf, and make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge, except as to objections and those matters which are stated on information and belief, and as to those matters I believe them to be true.

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

Executed on October 20 2020, at Margate, Fl


Sony Prudent

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of FOX ROTHSCHILD LLP, and that on the 23rd day of October, 2020, I served a copy of the foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S RESPONSES TO PLAINTIFF'S FIRST SET OF INTERROGATORIES TO DEFENDANTS** through the Court's electronic service system to the parties listed below:

Tyrone Keith Armstrong
3713 Brentcove Drive
North Las Vegas, NV 89032
performanceoneautomotive@gmail.com
Plaintiff Pro Se

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

/s/ Doreen Loffredo
An employee of Fox Rothschild LLP

1 **RSPN**

Jeffrey S. Allison (NV Bar No. 8949)

2 HOUSER LLP

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3 Irvine, California 92675

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5 Las Vegas, Nevada 89119

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6 Fax: (949) 679-1112

7 jallison@houser-law.com

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

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 TYRONE KEITH ARMSTRONG,

) Case No. A-19-796941-C

13)
14 Plaintiff,

) Dept. 18

15 vs.

) Hon. Mary Kay Holthus

16 U.S. BANK NATIONAL ASSOCIATION, as)

Trustee for Structured Asset Securities)

17 Corporation Mortgage Pass-Through)

Certificates, Series 2007-BC3; OCWEN)

18 LOAN SERVICING, LLC; PHH)

19 MORTGAGE CORPORATION; WESTERN)

PROGRESSIVE-NEVADA, INC.; BNC)

20 MORTGAGE, INC; DOES 1 through 20;)

21 ROE BUSINESS ENTITIES 1 through 20,)

22 Defendants.)

23
24 Pursuant to Rule 33 of the Nevada Rules of Civil Procedure, Defendant PHH

25 MORTGAGE CORPORATION, successor to OCWEN LOAN SERVICING, LLC (“Defendant”
26 or “Responding Party”) responds to Plaintiff TYRONE KEITH ARMSTRONG’s (“Plaintiff” or
27 “Propounding Party”) First Set of Interrogatories. Defendant WESTERN PROGRESSIVE –
28 NEVADA, INC. filed a Declaration of Non-Monetary Status on July 31, 2019.

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1 **ANSWER TO INTERROGATORY NO. 1**

2 Objection. The Interrogatory is not individually propounded to Responding Party and
3 does not delineate between all of the defendants listed therein. Vague and ambiguous, overbroad
4 or unduly burdensome. Compound, conjunctive or disjunctive as defined. Premature,
5 insufficient, or seeks to invade attorney work product. Subject to and without waiving the
6 foregoing, Responding Party is not the entity identified in the Interrogatory and has no obligation
7 to identify or designate any such representative(s) at this time. Discovery is continuing and
8 Responding Party reserves the right to designate, supplement or amend this response or its
9 disclosures.
10

11 **INTERROGATORY NO. 2**

12 Identify the NRCP 30(b)(6) representative for Defendant Ocwen Loan Servicing, LLC.
13

14 **ANSWER TO INTERROGATORY NO. 2**

15 Objection. The Interrogatory is not individually propounded to Responding Party and
16 does not delineate between all of the defendants listed therein. Vague and ambiguous, overbroad
17 or unduly burdensome. Compound, conjunctive or disjunctive as defined. Premature,
18 insufficient, or seeks to invade attorney work product. Subject to and without waiving the
19 foregoing, the entity identified in the Interrogatory is no longer an entity or going concern.
20 Servicing was transferred to PHH Mortgage Corporation dba PHH Mortgage Services effective
21 April 1, 2019. See ARM101 attached to Propounding Party's First Amended Disclosures.
22 Consequently, Responding Party is unable to disclose the information requested at this time.
23 Discovery is continuing and Responding Party reserves the right to designate, supplement or
24 amend this response or its disclosures if appropriate and ascertainable.
25

26 **INTERROGATORY NO. 3**

27 Identify the NRCP 30(b)(6) representative for Defendant PHH Mortgage Company.
28

1
2 **ANSWER TO INTERROGATORY NO. 3**

3 Objection. The Interrogatory is not individually propounded to Responding Party and
4 does not delineate between all of the defendants listed therein. Vague and ambiguous, overbroad
5 or unduly burdensome. Compound, conjunctive or disjunctive as defined. Premature,
6 insufficient, and/or seeks to invade attorney work product. Subject to and without waiving the
7 foregoing, Responding Party is unable to determine or provide this specific information at this
8 time. Responding Party will properly ascertain, determine and designate the particular
9 representative(s) on its behalf at the appropriate time and in the proper manner under NRCP
10 30(b)(6). Discovery is continuing and Responding Party reserves the right to amend this
11 response and its disclosures.
12

13
14 **INTERROGATORY NO. 4**

15 Identify the NRCP 30(b)(6) representative for Defendant Western Progressive-Nevada,
16 Inc.

17 **ANSWER TO INTERROGATORY NO. 4**

18 Objection. The Interrogatory is not individually propounded to Responding Party and
19 does not delineate between all of the defendants listed therein. Vague and ambiguous, overbroad
20 or unduly burdensome. Compound, conjunctive or disjunctive as defined. Premature,
21 insufficient, and/or seeks to invade attorney work product. Subject to and without waiving the
22 foregoing, not applicable. Defendant WESTERN PROGRESSIVE – NEVADA, INC. filed a
23 Declaration of Non-Monetary Status in this action on July 31, 2019 pursuant to NRS 107.029.
24

25 **INTERROGATORY NO. 5**

26 Identify any and all insurance claims You have made regarding the subject property from
27 2007 to 2017 and all companies you have made such claims with.
28

1 **ANSWER TO INTERROGATORY NO. 5**

2 Objection. The Interrogatory is not individually propounded to Responding Party and
3 does not delineate between all of the defendants listed therein. Vague and ambiguous, overbroad
4 or unduly burdensome, not relevant to the subject matter of this action. Seeks non-discoverable
5 information and to invade attorney-client privilege or work product. Subject to and without
6 waiving the foregoing, upon information and belief, Responding Party believes there was a title
7 request to First American Title Company in or about July 2015 due to an apparent prior deed of
8 trust found on record. See USBNA00252 attached as ARM198 to Propounding Party's First
9 Amended Disclosures. Responding Party is unaware at this time of any or further insurance
10 claims regarding the subject property during the time period requested upon reasonable search
11 and inquiry. Further information may be determined by examining, auditing, compiling,
12 abstracting from all of Responding Party's documents previously disclosed and produced by mail
13 and by direct individual e-mail outside of court or any court-sponsored electronic service system,
14 from which the burden for deriving or ascertaining a further answer to this objectionable
15 Interrogatory is less or substantially the same for Propounding Party. Refer to PHH1-11902.

16 **INTERROGATORY NO. 6**

17 Identify whether You received any form of payment from 2007 to 2017 as the result of an
18 insurance claim you made related to the subject property.

19 **ANSWER TO INTERROGATORY NO. 6**

20 Objection. The Interrogatory is not individually propounded to Responding Party and
21 does not delineate between all of the defendants listed therein. Vague and ambiguous, overbroad
22 or unduly burdensome, not relevant to the subject matter of this action. Seeks non-discoverable
23 information and to invade attorney-client privilege or work product. Subject to and without
24 waiving the foregoing, Responding Party is unaware at this time of any form of payment from
25 2007 to 2017 as the result of an insurance claim related to the subject property as requested upon
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1 diligent search and reasonable inquiry. Information may be determined by examining, auditing,
2 compiling, abstracting from all of Responding Party's documents previously disclosed and
3 produced by mail and by direct individual e-mail, outside of court or any court-sponsored
4 electronic service system, for which the burden for deriving or ascertaining a further answer to
5 this objectionable Interrogatory is less or substantially the same for Propounding Party. Refer to
6 PHH1-11902.
7

8 **INTERROGATORY NO. 7**

9 Identify whether You received any form of payment from 2007 to 2017 as the result of an
10 indemnity claim you made related to the subject property.

11 **ANSWER TO INTERROGATORY NO. 7**

12 Objection. The Interrogatory is not individually propounded to Responding Party and
13 does not delineate between all of the defendants listed therein. Vague and ambiguous, overbroad
14 or unduly burdensome, not relevant to the subject matter of this action. Seeks to invade attorney-
15 client privilege or work product. Subject to and without waiving the foregoing, Responding
16 Party is unaware at this time of any form of payment from 2007 to 2017 as the result of an
17 "indemnity claim" related to the subject property as requested upon diligent search and
18 reasonable inquiry. Information may be determined by examining, auditing, compiling,
19 abstracting from Responding Party's documents previously disclosed and produced by mail and
20 by direct individual e-mail, outside of court or any court-sponsored electronic service system, for
21 which the burden for deriving or ascertaining a further answer to this objectionable Interrogatory
22 is less or substantially the same for Propounding Party. Refer to PHH1-11902.
23

24 **INTERROGATORY NO. 8**

25 Identify the person authorized to make certifications of public records on behalf of
26 Defendant.
27
28

1 **ANSWER TO INTERROGATORY NO. 8**

2 Objection. The Interrogatory is not individually propounded to Responding Party and
3 does not delineate between all of the defendants listed therein or “Defendant” referenced. Vague
4 and ambiguous, overbroad or unduly burdensome. Compound, conjunctive or disjunctive as
5 defined. Seeks non-discoverable information and calls for information from parties other than
6 Responding Party. Available to Propounding Party at equal or lesser expense. Subject to and
7 without waiving the foregoing, “public records” may be certified by the public agency from
8 which they may be ascertained or self-authenticating. Responding Party is not a public agency.

9
10 **INTERROGATORY NO. 9**

11 Identify why You did not obtain an immediate lien release from [Bank of America] if the
12 2007 BNC Loan in fact funded the payoff to [Bank of America].

13
14 **ANSWER TO INTERROGATORY NO. 9**

15 Objection. The Interrogatory is not individually propounded to Responding Party and
16 does not delineate between all of the defendants listed therein. Vague and ambiguous.
17 Compound, conjunctive or disjunctive as defined. Calls for information from parties other than
18 Responding Party. Available to Propounding Party at equal or lesser expense. Subject to and
19 without waiving the foregoing, Responding Party did not originate the “BNC loan” in 2007 and
20 was not a party thereto or involved therein at that time. Responding Party is not “Bank of
21 America” and lacks sufficient information or belief to respond further at this time. Discovery is
22 continuing.

23
24 **INTERROGATORY NO. 10**

25 Identify an explanation as to why both the 2004 [Bank of America] deed of trust and the
26 2007 BNC deed of trust contemporaneously coexisted in the official records of Clark County,
27 Nevada from 2007 to 2017.

1 **ANSWER TO INTERROGATORY NO. 10**

2 Objection. The Interrogatory is not individually propounded to Responding Party and
3 does not delineate between all of the defendants listed therein. Vague and ambiguous.
4 Compound, conjunctive or disjunctive as defined. Calls for information from parties other than
5 Responding Party. Available to Propounding Party at equal or lesser expense. Subject to and
6 without waiving the foregoing, Responding Party is not “Bank of America,” was not a party to
7 the “2004 deed of trust” and has no knowledge with respect thereto. Responding Party did not
8 originate the “BNC loan” in 2007 and was not a party thereto or involved therein at that time.
9 Responding Party is uncertain at this time as to why Bank of America or its predecessors-in-
10 interest did not release its deed of trust or ‘coexistence’ thereof.
11

12 **INTERROGATORY NO. 11**

13 Identify what measures You took, if any, to cause [Bank of America] to record a
14 Substitution of Trustee and Full Reconveyance (lien release) on January 19, 2017.
15

16 **ANSWER TO INTERROGATORY NO. 11**

17 Objection. The Interrogatory is not individually propounded to Responding Party and
18 does not delineate between all of the defendants listed therein. Vague and ambiguous, overbroad
19 or unduly burdensome. Compound, conjunctive or disjunctive as defined. Calls for information
20 from parties other than Responding Party. Subject to and without waiving the foregoing,
21 Responding Party is not “Bank of America” and is uncertain as to why it did not record a
22 substitution of trustee and full reconveyance until the January 19, 2017 date indicated in the
23 Interrogatory. Upon information and belief, Responding Party upon discovery followed up
24 regarding Bank of America’s recording of the instrument. Further information may be
25 determined by examining, auditing, compiling, abstracting from all of Responding Party’s
26 documents previously disclosed, and produced by mail and by direct individual e-mail outside of
27 court or any court-sponsored electronic service system, for which the burden for deriving or
28

ascertaining a further answer to this objectionable Interrogatory is less or substantially the same for Propounding Party. Refer to PHH1-11902.

DATED: October 21, 2020

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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VERIFICATION

I have reviewed and read the foregoing **RESPONSE TO PLAINTIFF’S FIRST SET OF INTERROGATORIES** and know its contents.

I am employed by Ocwen Financial Corporation whose indirect subsidiary is PHH Mortgage Corporation, successor by merger to Ocwen Loan Servicing, LLC, and am authorized to make this verification for and on its behalf, and make this verification for that reason. The matters stated in the foregoing document are true of my own knowledge, except as to objections and those matters which are stated on information and belief, and as to those matters I believe them to be true.

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

Executed on _____, 2020, at _____, _____.

(name)

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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:

RESPONSE TO PLAINTIFF'S FIRST SET OF INTERROGATORIES

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

- ☒ **Electronic Service through Court sponsored E-Serve system or by E-Mail**
☒ **United States Mail, Postage Fully Prepaid**
☐ **Personal Service**
☐ **By Direct Email (as opposed to through the Electronic System)**
☐ **By Fax Transmission**
☐ **By Messenger**

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

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

Dated: October 24, 2020

/s/ Jasmine Blanco
An employee of HOUSER LLP

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EXHIBIT 18

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

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 TYRONE KEITH ARMSTRONG,
11
12 Plaintiff,

13 vs.

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

23 Defendants.

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

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2007-BC3'S RESPONSES TO
PLAINTIFF'S SECOND SET OF
INTERROGATORIES TO DEFENDANTS**

20 Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities
21 Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank Trust"), by and
22 through its attorneys of record, the law firm of Fox Rothschild LLP, hereby responds to Plaintiff
23 Tyrone Keith Armstrong's ("Plaintiff's") Second Set of Interrogatories to Defendants as follows:

24 **DEFINITIONS**

25 The following definitions apply to U.S. Bank Trust's responses and objections:

26 A. "Nondiscoverable/Irrelevant" - The interrogatory in question concerns a matter that
27 is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the
28 discovery of admissible evidence.

1 B. "Unduly burdensome" - The interrogatory in question seeks discovery which is
2 unduly burdensome or expensive, taking into account the needs of the case, limitations on the
3 party's resources, and the importance of the issues at stake in the litigation.

4 C. "Vague" - The interrogatory in question contains a word or phrase which is not
5 adequately defined, or the overall interrogatory is confusing or ambiguous, and U.S. Bank Trust is
6 unable to reasonably ascertain what information or documents Plaintiff seeks in the interrogatory.

7 D. "Overly broad" - The interrogatory seeks information or documents beyond the
8 scope of, or beyond the time period relevant to, the subject matter of this litigation and, accordingly,
9 seeks information or documents which are nondiscoverable/irrelevant, and is unduly burdensome.

10 **GENERAL OBJECTIONS**

11 U.S. Bank Trust objects to Plaintiff's interrogatories to the extent that they seek any
12 information that is protected by any absolute or qualified privilege or exemption, including, but not
13 limited to, the attorney-client privilege, the attorney work-product exemption, and the consulting-
14 expert exemption. U.S. Bank Trust adopts by reference the foregoing objection and incorporates the
15 objection as if it was fully set forth in each of U.S. Bank Trust's responses below.

16 U.S. Bank Trust objects to Plaintiff's definitions and instructions to the extent they are
17 inconsistent with the requirements of the Nevada Rules of Civil Procedure.

18 U.S. Bank Trust further objects to all of the interrogatories that request information about
19 BNC's refinancing of Plaintiff's prior loan because U.S. Bank Trust was not involved in that
20 refinancing. As Plaintiff is aware, U.S. Bank Trust is the successor-in-interest to BNC.

21 **INTERROGATORIES**

22 **INTERROGATORY NO. 12:**

23 Describe the facts and circumstances surrounding the documents labeled as USBNA00252-
24 254.

25 **RESPONSE TO INTERROGATORY NO. 12:**

26 U.S. Bank Trust was neither the sender or recipient of the document Bates numbered
27 USBNA00252-254.

1 **INTERROGATORY NO. 13:**

2 Describe why Defendant Western rescinded the notice of default against the Property on or
3 about January 18, 2018.

4 **RESPONSE TO INTERROGATORY NO. 13:**

5 U.S. Bank Trust objects to this interrogatory, which appears to be directed to Western and
6 not U.S. Bank Trust. U.S. Bank Trust further objects to this request as it seeks
7 nondiscoverable/irrelevant information.

8 **INTERROGATORY NO. 14:**

9 As a successor in interest to the purported 2007 BNC loan, and with the understanding that
10 You did not originate said loan, You did however acquire the purported rights to the 2007 BNC
11 loan; Describe what measures You have taken, if any, since the date of transfer, to seek a lien
12 release from Bank of America.

13 **RESPONSE TO INTERROGATORY NO. 14:**

14 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant
15 information and it appears to miscomprehend the duties and obligations of lenders. Subject to and
16 without waiving said objections, U.S. Bank Trust responds as follows: U.S. Bank Trust had no duty
17 or obligation to seek a lien release from Bank of America or anyone else. U.S. Bank Trust's
18 predecessor-in-interest discharged the Bank of America loan in January 2007 via payment in full,
19 and it was under no duty or obligation to seek a release of any lien by Bank of America.

20 **INTERROGATORY NO. 15:**

21 What measures did you take, if any, to eliminate the first lien of Bank of America that
22 remained in public records from 2007 to 2017?

23 **RESPONSE TO INTERROGATORY NO. 15:**

24 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant
25 information and it appears to miscomprehend the duties and obligations of lenders. Subject to and
26 without waiving said objections, U.S. Bank Trust responds as follows: U.S. Bank Trust had no duty
27
28

1 or obligation to seek a lien release from Bank of America. U.S. Bank Trust's predecessor-in-
2 interest discharged the Bank of America loan in January 2007 via payment in full, and it was under
3 no duty or obligation to seek a release of any lien by Bank of America.

4 **INTERROGATORY NO. 16:**

5 Describe the *factual* findings resulting from the title insurance claim made to First American
6 Title Insurance Company in 2015, as referenced by Bates Number USBNA00252-254. Also See
7 *Young v. Mercury Cas. Co.*, 2015 U.S. Dist. LEXIS 59960, *4, 2015 WL 2217832 (D. Nev. May 6,
8 2015) (holding that "a party cannot render documents privileged merely "by injecting an attorney
9 into the investigative process." If the documents would have been prepared or created in the
10 ordinary course of business regardless of the attorney's involvement, they are not subject to work
11 product protection."")

12 **RESPONSE TO INTERROGATORY NO. 16:**

13 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant
14 information. Subject to and without waiving said objections, U.S. Bank Trust responds as follows:
15 U.S. Bank Trust is unaware of factual findings resulting from any 2015 title insurance claim made
16 by Altisource to First American Title Insurance Company.

17 **INTERROGATORY NO. 17:**

18 Produce any and all communications that all defendants made to [Bank of America], after
19 learning that the 2007 BNC loan You acquired was encumbered by a first lien from [Bank of
20 America].

21 **RESPONSE TO INTERROGATORY NO. 17:**

22 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant
23 information. U.S. Bank Trust also objects to this interrogatory, which asks for the production of
24 documents and therefore is not a proper interrogatory. Subject to and without waiving said
25 objections, U.S. Bank Trust responds as follows: U.S. Bank Trust had no duty or obligation to seek
26 a lien release from Bank of America, nor does it have record of communications that it made to
27 Bank of America concerning Plaintiff or Plaintiff's property except as provided in documents
28 produced to date by the defendants in this matter.

1 **INTERROGATORY NO. 18:**

2 The documents You provided labeled as USBNA00252-254 reflect the existence of a title
3 insurance claim made by Defendant Ocwen on or about July 21, 2015, and a finding that
4 continuing foreclosure proceedings were prevented due to the outstanding lien of Bank of America.
5 Describe any and all actions You took to get Bank of America to release its lien.

6 **RESPONSE TO INTERROGATORY NO. 18:**

7 U.S. Bank Trust objects to this interrogatory as it seeks nondiscoverable/irrelevant
8 information and it appears to miscomprehend the duties and obligations of lenders. Subject to and
9 without waiving said objections, U.S. Bank Trust responds as follows: U.S. Bank Trust had no duty
10 or obligation to seek a lien release from Bank of America.

11 DATED this 23rd day of February, 2021.

12 **FOX ROTHSCHILD LLP**

13
14
15 /s/ Kevin M. Sutehall
16 MARK J. CONNOT (10010)
17 KEVIN M. SUTEHALL (9437)
18 1980 Festival Plaza Dr., Suite 700
19 Las Vegas, NV 89135
20 *Attorneys for Defendant U.S. Bank National*
21 *Association, as Trustee for Structured Asset*
22 *Securities Corporation Mortgage Pass-Through*
23 *Certificates, Series 2007-BC3*
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of FOX ROTHSCHILD LLP, and that on the 23rd day of February, 2021, I served a copy of the foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S RESPONSES TO PLAINTIFF'S SECOND SET OF INTERROGATORIES TO DEFENDANTS** through the Court's electronic service system to the parties listed below:

Tyrone Keith Armstrong
3713 Brentcove Drive
North Las Vegas, NV 89032
performanceoneautomotive@gmail.com
Plaintiff Pro Se

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

/s/ Doreen Loffredo
An employee of Fox Rothschild LLP

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EXHIBIT 19

Altisource®

Vijay Kumar K
Title Resolution Associate
Kvijay.kumar@altisource.com
Telephone: 770-612-7007-1 Extn:-297804
Fax: 770-956-5844

Date: 07/21/2015
VIA E-mail: _____

First American Title Insurance Company

Re: Policy Number : 21008643
Property Address : 3713 Brentcove Dr., North las Vegas, NV 89032
Original Mortgagor : Tyrone Armstrong
Original Mortgagee : BNC Mortgage, Inc.
Loan Number : [REDACTED] 8254

Dear Sir or Madam:

Please be advised that our client, Ocwen Loan Servicing LLC is the agent and attorney in Mortgage/ deed of trust under the above referenced title insurance policy and successor insured. This letter shall serve as notification of a claim under said policy, of the below enumerated title defects. Please be advised that this claim was found during the course of foreclosure proceedings. Accordingly, please take any steps necessary to resolve this matter expediently.

Issues: Outstanding Lien

1) A Deed of trust to secure an indebtedness in the amount shown below and any other obligations secured thereby:

Amount: \$224 000.00

Dated: December 23 2004

Trustor: Tyrone K Armstrong a single man

Trustee: Southwest title

Beneficiary: New Century Mortgage Corporation

Recorded: December 29 2004 in (instrument) 20041229-0002078 of official records

In order to facilitate your assessment of this claim, we are enclosing copies of the documentation relating to the title policy and the defect, as applicable.

Please acknowledge receipt of this letter and address all non-litigation related correspondence in this regard to the undersigned at the above address referencing the loan number. Thank you in advance for your prompt attention to this matter.

Regards,
Vijay Kumar K

Attachments: Title Policy, Title Commitment, HUD-1 & supporting documents.

Thinking Ahead. Delivering Today.™

12001 Science Drive, Suite 110, Orlando, FL 32826

USBNA00252

Ocwen Title Issue Form
Revised

Ocwen Loan Number: [REDACTED] 8254
Borrower Name: **Tyrone K Armstrong**
Ocwen Coordinator: **S, balaji**

Foreclosure Firm: Western Progressive
Form Completed By: **Ishwar Hariramani**
Today's Date: 09/08/2015

Please fill out the appropriate portion of the title issue form completely with a detailed explanation of the issue that needs addressed.

The following title issue:

- | | |
|--|--|
| <input type="checkbox"/> Prevents start of foreclosure action | <input type="checkbox"/> Must be addressed immediately in Bankruptcy |
| <input checked="" type="checkbox"/> Prevents continuing foreclosure action | <input type="checkbox"/> Arose during bankruptcy but does not need directly addressed within bankruptcy action |
| <input type="checkbox"/> Will delay foreclosure action without stopping | <input type="checkbox"/> Other: If other, please describe in detail: |
| <input type="checkbox"/> Can be cured during foreclosure action | |

Title Issue:

- | | |
|---|--|
| <input type="checkbox"/> Assignment Needed | <input type="checkbox"/> Defective or unrecorded vesting deed |
| <input checked="" type="checkbox"/> Prior mortgage/deed of trust/lien found of record | <input type="checkbox"/> Fraud claim asserted |
| <input type="checkbox"/> Subject mortgage/deed of trust not of record | <input type="checkbox"/> Outside interest in property asserted |
| <input type="checkbox"/> Legal description discrepancy | <input type="checkbox"/> Probate issue |
| <input type="checkbox"/> Mobile home issue | <input type="checkbox"/> Other: |

Please describe above marked title issue in detail:

There is a senior lien Item # 6 mentioned in the TSG. Please have these lien eliminated

6. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount: \$224,000.00
Dated: December 23, 2004
Trustor: Tyrone K Armstrong, a Single Man
Trustee: Southwest Title
Beneficiary: New Century Mortgage Corporation
Recorded: December 29, 2004 in (instrument) 20041229-0002078 of Official Records

Possible Options/Solutions including, but not limited to, making a title claim based upon Ocwen's Title Insurance Policy, etc. It may not always be in Ocwen's best interest to file a title claim. For instance, if a prior interest is asserted against the property, but that interest could be extinguished for minimal cost in the foreclosure action, a title claim absorbing 6-9 months of delay would be more costly in interest lost and time than the attorney's fees charged to include the lien in the foreclosure action.

USBNA00253

Possible Solution	Estimated Time for Completion	Cost to Ocwen (including costs, attorney's fees, etc.)
1.		

Please note which number of the above is the attorney's recommendation: 1 to 8

USBNA00254

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EXHIBIT 20

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

8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 TYRONE KEITH ARMSTRONG,
12
13 Plaintiff,

14 vs.

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

24 Defendants.

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

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2007-BC3'S RESPONSES TO
PLAINTIFF'S SECOND SET OF
REQUESTS FOR ADMISSIONS TO
DEFENDANTS**

20 Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities
21 Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank Trust"), by and
22 through its attorneys of record, the law firm of Fox Rothschild LLP, hereby responds to Plaintiff
23 Tyrone Keith Armstrong's ("Plaintiff's") Second Set of Requests for Admissions to Defendants as
24 follows:

25 //

26 //

27 //

1 **REQUESTS FOR ADMISSIONS**

2 **REQUEST NO. 31:**

3 Admit that on or about July 21, 2015, You had knowledge of the title insurance claim made
4 to First American Title Insurance Company under policy number 21008643, referenced as Bates
5 No. USBNA00252.

6 **RESPONSE TO REQUEST NO. 31:**

7 Denied.

8 **REQUEST NO. 32:**

9 Admit that on September 08, 2015, You had knowledge of the title insurance claim
10 disposition from First American Title Insurance Company under policy number 21008643,
11 referenced as bates No. USBNA00253.

12 **RESPONSE TO REQUEST NO. 32:**

13 Denied.

14 **REQUEST NO. 33:**

15 Admit that on or about September 08, 2015, You had knowledge that You were prevented
16 from pursuing further foreclosure proceedings against the Property until the first lien of Bank of
17 America was eliminated.

18 **RESPONSE TO REQUEST NO. 33:**

19 Denied.

20 **REQUEST NO. 34:**

21 Admit that after September 08, 2015, You performed or authorized the performance of one
22 or more non judicial foreclosure proceedings against the Property.

23 **RESPONSE TO REQUEST NO. 34:**

24 Admit that one or more non judicial foreclosure proceeding was initiated after September 8,
25 2015 because on Plaintiff's failure to satisfy the terms of the underlying loan.

26 **REQUEST NO. 35:**

27 As the successor to the 2007 BNC loan, with all purported rights and privileges, admit that
28

1 from 2007 to 2017 You failed to request a lien release from Bank of America, whether or not You
2 were obligated to request the same.

3 **RESPONSE TO REQUEST NO. 35:**

4 Admit that U.S. Bank Trust was not obligated to request a lien release from Bank of
5 America and that U.S. Bank Trust did not request a lien release.

6 DATED this 23rd day of February, 2021.

7
8 **FOX ROTHSCHILD LLP**

9
10 /s/ Kevin M. Sutehall
11 MARK J. CONNOT (10010)
12 KEVIN M. SUTEHALL (9437)
13 1980 Festival Plaza Dr., Suite 700
14 Las Vegas, NV 89135
15 *Attorneys for Defendant U.S. Bank National*
16 *Association, as Trustee for Structured Asset*
17 *Securities Corporation Mortgage Pass-Through*
18 *Certificates, Series 2007-BC3*
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of FOX ROTHSCHILD LLP, and that on the 23rd day of February, 2021, I served a copy of the foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S RESPONSES TO PLAINTIFF'S SECOND SET OF REQUESTS FOR ADMISSIONS TO DEFENDANTS** through the Court's electronic service system to the parties listed below:

Tyrone Keith Armstrong
3713 Brentcove Drive
North Las Vegas, NV 89032
performanceoneautomotive@gmail.com
Plaintiff Pro Se

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

/s/ Doreen Loffredo
An employee of Fox Rothschild LLP

1 **RSPN**

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 Plaintiff,

) Dept. 18

19 vs.

) Hon. Mary Kay Holthus

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; WESTERN)

26 PROGRESSIVE-NEVADA, INC.; BNC)

27 MORTGAGE, INC; DOES 1 through 20;)

28 ROE BUSINESS ENTITIES 1 through 20,)

Defendants.)

29 Pursuant to Rule 36 of the Nevada Rules of Civil Procedure, Defendant PHH

30 MORTGAGE CORPORATION, successor to OCWEN LOAN SERVICING, LLC ("Defendant"
31 or "Responding Party") responds to Plaintiff TYRONE KEITH ARMSTRONG's ("Plaintiff" or
32 "Propounding Party") Second Set of Interrogatories. Defendant WESTERN PROGRESSIVE –
33 NEVADA, INC. filed a Declaration of Non-Monetary Status on July 31, 2019.

1 conjunctive or disjunctive as defined and with reference to a document produced by another
2 party. Subject to and without waiving the foregoing, Responding Party admits generally that it
3 acquired "knowledge" of a title insurance claim letter made by another vendor party bearing date
4 July 21, 2015. Responding Party lacks sufficient information or belief at this time as to what
5 date it acquired the knowledge on, about or after said date.

6 **REQUEST FOR ADMISSION NO 32:**

7 Admit that on September 08, 2015, You had knowledge of the title insurance claim
8 disposition from First American Title Insurance Company under policy number 21008643,
9 referenced as bates No. USBNA00253.

10 **RESPONSE TO REQUEST NO. 32**

11 Objection. The Request is not individually propounded to Responding Party and does not
12 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
13 conjunctive or disjunctive as defined and with reference to a document. The Request
14 mischaracterizes the referenced document. Subject to and without waiving the foregoing,
15 Responding Party denies the Request as phrased.

16 **REQUEST FOR ADMISSION NO 33:**

17 Admit that on or about September 08, 2015, You had knowledge that You were
18 prevented from pursuing further foreclosure proceedings against the Property until the first lien
19 of Bank of America was eliminated.

20 **RESPONSE TO REQUEST NO. 33**

21 Objection. The Request is not individually propounded to Responding Party and does not
22 delineate between all of the defendants listed therein. Vague and ambiguous, compound,
23 conjunctive or disjunctive as defined. Subject to and without waiving the foregoing, Responding
24 Party admits that discovery of a prior deed of trust in the county records might cause delay or
25 difficulty to proceed with an unimpeded first priority lien foreclosure. Otherwise, denied as
26 phrased.

1 **REQUEST FOR ADMISSION NO 34:**

2 Admit that after September 08, 2015, You performed or authorized the performance of
3 one or more non judicial foreclosure proceedings against the Property.

4 **RESPONSE TO REQUEST NO. 34**

5 Objection. The Request is not individually propounded to Responding Party and does not
6 delineate between all of the defendants listed therein. Vague and ambiguous, not limited to any
7 specific time period, compound, conjunctive or disjunctive as defined. Subject to and without
8 waiving the foregoing, Responding Party admits authorization for performance of non-judicial
9 foreclosure after said date based on Plaintiff's loan default.

10 **REQUEST FOR ADMISSION NO 35:**

11 As the successor to the 2007 BNC loan, with all purported rights and privileges, admit
12 that from 2007 to 2017 You failed to request a lien release from Bank of America, whether or
13 not you were obligated to request same.

14 **RESPONSE TO REQUEST NO. 35**

15 Objection. The Request is not individually propounded to Responding Party and does not
16 delineate between all of the defendants listed therein. Vague and ambiguous, legal conclusion or
17 argumentative assumption, compound, conjunctive or disjunctive in and of itself and as defined.
18 Subject to and without waiving the foregoing, Responding Party admits no direct obligation or
19 failure to request a lien release from Bank of America. Otherwise, Responding Party lacks
20 sufficient information to further admit or deny as phrased.

21
22 DATED: February 26, 2021

HOUSER LLP

23
24 /s/ Jeffrey S. Allison
25 Jeffrey S. Allison, Esq.
26 Attorneys for Defendants
27 PHH MORTGAGE CORPORATION; PHH
28 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:

RESPONSE TO PLAINTIFF'S SECOND SET OF REQUESTS FOR ADMISSIONS

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

- ☒ Electronic Service through Court sponsored E-Serve system or by E-Mail
☒ United States Mail, Postage Fully Prepaid
☐ Personal Service
☐ By Direct Email (as opposed to through the Electronic 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 4, 2021

/s/ Jasmine Blanco
An employee of HOUSER LLP

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EXHIBIT 21



**First American
Title Insurance Company**
CLAIMS SERVICES

July 22, 2015

Vijay Kumar K
Altisource
Kvijay.kumar@altisource.com
12001 Science Drive Suite 110
Orlando, FL 32826

Reference No.: NV-1509011721
Owner/Borrower: TYRONE K ARMSTRONG
Property: 3713 BRENTCOVE DR
NORTH LAS VEGAS, NV 89032
Your file no.: 7100758254

Dear Vijay Kumar K,

This is to acknowledge receipt of your communication dated July 21, 2015 and received by First American Title Insurance Company on July 21, 2015.

The matter has been routed to First American Title's Western Claims Center, which may be contacted at (714) 250-4545 or via mail at 5 First American Way, Santa Ana, CA 92707. It will be assigned to a representative for investigation, and the representative will be in contact with you. Be sure to use the reference number above for future communication with us.

Please allow at least thirty (30) days to receive further contact regarding your request.

Thank you,

Claims Services

FATIC003210

5 First American Way, Santa Ana, CA 92707
TEL 888-632-1642 • FAX 877-804-7606 • EMAIL claims.nic@firstam.com • www.firstam.com

3432

R 000561

Badiger, Ramachandra V.

From: FAHQ-RA-NIC CLAIMS
Sent: Wednesday, July 22, 2015 7:52 AM
To: Badiger, Ramachandra V.
Subject: FW: PFC-NV-7100758254 /// LOan No-7100758254 /// Tyrone Armstrong /// 3713 Brentcove Dr., North las Vegas, NV 89032 ***New Claim***
Attachments: Title Issue Form-7100758254.doc; TSG.pdf; HUD-1.pdf; TITLE COMMITMENT.pdf; TITLE POLICY.pdf; TITLE SEARCH.pdf; 7100758254_Claim letter.doc

From: Kumar, K Vijay [KVijay.Kumar@altisource.com]
Sent: Tuesday, July 21, 2015 11:33 AM
To: FAHQ-RA-NIC CLAIMS
Cc: Kumar, KVijay - RW
Subject: PFC-NV-7100758254 /// LOan No-7100758254 /// Tyrone Armstrong /// 3713 Brentcove Dr., North las Vegas, NV 89032 ***New Claim***

Hi,

Kindly see the attached claim letter and supporting documents and provide the acknowledgement at your earliest convenience. Thanks

Vijay Kumar K | Associate, Asset Resolution

Altisource®.
P.O. Box 105460 | Atlanta | Georgia 30348-5460
P: 770-612-7007 | ext: 297804 | F: (407)737-5320
KVijay.Kumar@altisource.com | www.Altisource.com

I strive to provide excellent customer service. If you feel I am not providing timely or complete service, please feel free to escalate any concerns to my supervisor, Fairoz Khan-Team Lead, Fairoz.Khan@Altisource.com, P: (770) 612-7007 | ext: 298136

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EXHIBIT 22



**First American
Title Insurance Company**

CLAIMS SERVICE

07/28/2015

Attentio
P.O. Box 103460
Atlanta, Georgia 30346-3460
Attn: Vijay Kumar K.

Re: Client No. NV-1405011721
Property: 3713 Riverstone Drive, North Las Vegas, NV 89032
Insured: Tyrone Armstrong
Loan No. 7100750154
Policy No. 2100646(1)

Dear Vijay Kumar K.

This will acknowledge our receipt of your email claim correspondence dated 07/21/2015 concerning the above referenced policy of title insurance, forwarded to the undersigned for response. First American Title Insurance Company is responding on behalf of Alliance Title Company.

Please be advised that First American Title Insurance Company stands at all times ready, willing, and able to issue its policy of policies of title insurance, insuring the insured on any sale or mortgage transaction held pursuant to the terms of the deed of trust secured by the above referenced policy and any subsequent RIT's purchases and that purchases. Insofar, which policy or policies of title insurance will not contain any exception regarding the senior encumbrance deed of trust recorded 12/24/2004 as instrument no. 200412294, 2078, of official records, pertaining to the above referenced property. First American Title Company is also willing to provide Trustee Sale Guarantee services, if necessary.

The subject ALTA Loan Policy of Title Insurance, (10-17-013, NA13-271-001 (2011-13)), insures against loss or damage sustained as a result of a challenge to the lien priority of the insured Deed of Trust. In those cases where a senior lien which has a balance, or is attempting to foreclose on the property, then First American Title may have an obligation to step in and protect the insured's interest in the property. If the senior lien is attempting to foreclose or otherwise assert its lien, then the insured has an obligation to notify First American Title immediately. In this case, however, the senior lien is not attempting enforcement, and First American Title has agreed to insure against the senior lien at the RIT's discretion.

The policy does not require that there are no unreleased liens in the public records, nor does it insure against loss sustained because the insured's note and Deed of Trust were not assigned or sold on the secondary market due to the existence of an unreleased lien.

This offer to insure is given on the condition (1) that any foreclosure advertisement shall contain the complete, accurate legal description of the property as shown on the title deed and shall contain the complete, accurate street/lotting address of the property and (2) that First American Title Company be given notice in writing of the Western Claims Department, 1 First American Way, Santa Ana, CA 92707 of any claim, demand, action or proceeding, made or brought attempting to enforce said encumbrance against the insured property, and that First American Title Company be given full opportunity in such case to defend against, satisfy or otherwise dispose of the said matters against the property.

1 First American Way, Santa Ana, CA 92707

tel. 714.255.4545 x 2 Fax 714.824.3970

www.firstam.com

FATIC003349

If you have any questions, or would like to discuss this matter further, please feel free to contact me via e-mail, by telephone at (760) 290-2100, or via e-mail at shelby@fawcett.com.

Thank you.

Sincerely,



Shelby

Claim Specialist

Fair American Title Company

FATIC003350

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EXHIBIT 23

Ocwen Title Issue Form
Revised

Ocwen Loan Number: 7100758254
Borrower Name: **Tyrone K Armstrong**
Ocwen Coordinator: **S, balaji**

Foreclosure Firm: Western Progressive
Form Completed By: Ishwar Hariramani
Today's Date: 09/08/2015

Please fill out the appropriate portion of the title issue form completely with a detailed explanation of the issue that needs addressed.

The following title issue:

<input type="checkbox"/> Prevents start of foreclosure action	<input type="checkbox"/> Must be addressed immediately in
<input checked="" type="checkbox"/> Prevents continuing foreclosure action	<input type="checkbox"/> Bankruptcy
<input type="checkbox"/> Will delay foreclosure action without stopping	<input type="checkbox"/> Arose during bankruptcy but does not need directly addressed within bankruptcy action
<input type="checkbox"/> Can be cured during foreclosure action	<input type="checkbox"/> Other: If other, please describe in detail:

Title Issue:

<input type="checkbox"/> Assignment Needed	<input type="checkbox"/> Defective or unrecorded vesting deed
<input checked="" type="checkbox"/> Prior mortgage/deed of trust/lien found of record	<input type="checkbox"/> Fraud claim asserted
<input type="checkbox"/> Subject mortgage/deed of trust not of record	<input type="checkbox"/> Outside interest in property asserted
<input type="checkbox"/> Legal description discrepancy	<input type="checkbox"/> Probate issue
<input type="checkbox"/> Mobile home issue	<input type="checkbox"/> Other:

Please describe above marked title issue in detail:

There is a senior lien Item # 6 mentioned in the TSG. Please have these lien eliminated

6. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby.

Amount:	\$224,000.00
Dated:	December 23, 2004
Trustor:	Tyrone K Armstrong, a Single Man
Trustee:	Southwest Title
Beneficiary:	New Century Mortgage Corporation
Recorded:	December 29, 2004 in (instrument) 20041229-0002078 of Official Records

Possible Options/Solutions including, but not limited to, making a title claim based upon Ocwen's Title Insurance Policy, etc. It may not always be in Ocwen's best interest to file a title claim. For instance, if a prior interest is asserted against the property, but that interest could be extinguished for minimal cost in the foreclosure action, a title claim absorbing 6-9 months of delay would be more costly in interest lost and time than the attorney's fees charged to include the lien in the foreclosure action.

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EXHIBIT 24

Bank of America



Bank of America
4500 Amon Carter Blvd
TX2-879-01-19
Fort Worth, TX 76155

October 26, 2016

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

Loan #9786998021208001

Property Address: 3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032

TYRONE K ARMSTRONG.

We received a full payoff for this loan.

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

What you should know

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

We are providing you this letter for your records.

Questions?

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

ARM1020



20041229-0002078

PAID IN FULL

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

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

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

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

DEED OF TRUST

DEFINITIONS

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

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

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



610 069980212 D2 001 003

Borrower is the trustor under this Security Instrument.

(C) "Lender" is New Century Mortgage Corporation

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

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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

ARM1021

3441

R 000570

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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VMD-6(NV) (0307).01

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Initials: TKH

Form 3029 1/01

ARM1023

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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:

[illegible]

Tyrone K Armstrong (Seal)
TYRONE K ARMSTRONG -Borrower

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-Borrower

-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

_____ (Seal)
-Borrower

-Borrower

-Borrower

STATE OF NEVADA
COUNTY OF *Clark*

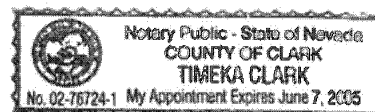
This instrument was acknowledged before me on *Dec. 23, 04*

by

Tyrone 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.

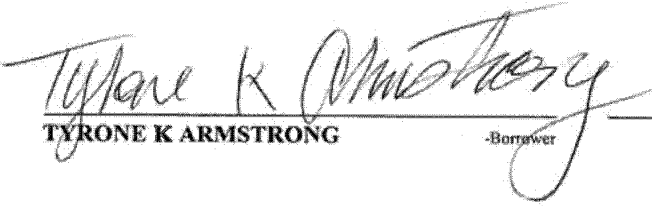
11. GOVERNING LAW - SECURED NOTE

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
_____	_____
-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 CC&R'S

(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.

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

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Page 1 of 3

Initials: *TKH*

VMP Mortgage Solutions, Inc. (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.

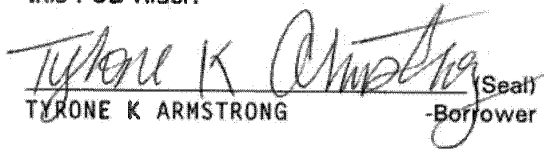
C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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.

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

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-Borrower

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Form 3150 1/01

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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.

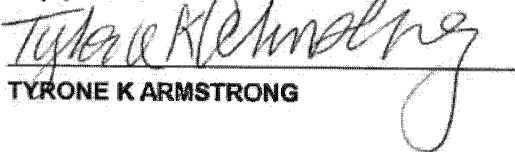
In addition to the covenants and agreements made in the Note and Security Instrument, the Borrower and Lender further covenant and agree as follows:

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

ADJUSTABLE RATE NOTE

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

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

²⁹
December ~~23~~, 2004
(Date)

North Las Vegas
(City)

Nevada
(State)

3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032

(Property Address)

PAID IN FULL

1. BORROWER'S PROMISE TO PAY

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

2. INTEREST

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

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



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

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

(B) Amount of My Monthly Payments

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

(C) Monthly Payment Changes

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

(D) Withholding

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

(B) The Index

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

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

(C) Calculation of Changes

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

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

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

(D) Limit on Interest Rate Changes

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

(E) Effective Date of Changes

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

(F) Notice of Changes

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

5. BORROWER'S RIGHT TO PREPAY

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

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

6. LOAN CHARGES

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

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver by Note Holder

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

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

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

8. GIVING OF NOTICES

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

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

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

10. WAIVERS

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

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

11. GOVERNING LAW - SECURED NOTE

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

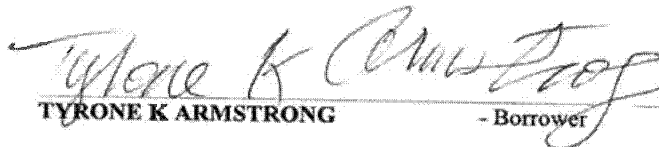
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

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

CAUTION

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

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


TYRONE K ARMSTRONG

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

- Borrower

(Sign Original Only)

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

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Pay to the order of, without recourse

New Century Mortgage Corporation

By: _____
Name: Magda Villanueva
Title: A.V.P. / Shipping Manager

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EXHIBIT 25

1/28/2021

Secure Message: SecureMail: Subpoena for Armstrong

Registered Envelope Service



SecureMail: Subpoena for Armstrong



ND

Natalie Dalton <ndalton@americafirst.com>

01/28/2021 04:51:30 PM GMT

To: "ksutehall@foxrothschild.com" <ksutehall@foxrothschild.com>

 1-29-2021 Armstrong, Tyrone.pdf

To whom it may concern,

Attached is the information that was requested in the subpoena for Tyrone Keith Armstrong. Please let me know if you have any questions.

Sincerely,

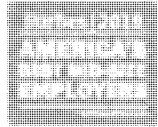
Natalie Dalton

Subpoena Officer
801.827.8598



1/23/2021

Secure Message: SecureMail: Subpoena for Armstrong



Confidential Email - This e-mail and any documents or previous e-mail messages attached to it contain confidential and/or proprietary information. If you are not the intended recipient, you are hereby notified that any disclosure, reproduction, printing, distribution, or use of any of the information contained in or attached to this email is strictly prohibited. If you have received this email in error, please send us an e-mail of this communication error or contact us immediately at 1-800-999-3961.

<https://res.cisco.com/envelopeopener/postbox/oo/fDFtX2ZIMzI4YzNiMDAwMDAxNzc0OWU4MzIwN2MwYTgwYTBmZTc5ZTRmMjcAaxJvbncBvcnRvZ...> 2/2

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1/25/2021

FOX ROTHSCHILD LLP
1980 Festival Plaza Dr, Ste 700
Las Vegas, NV 89135

From: AMERICA FIRST FEDERAL CREDIT UNION
ATTN: NATALIE / Records
PO BOX 9199
OGDEN UT 84409
Tax ID #870216202

Subject: SUBPOENA DOCUMENTS

Account(s): 31346992
Member name: TYRONE KEITH ARMSTRONG

Documents: Home Equity Control Sheet, Deed of Trust, Deed of Encumbrance Report, Property Account Inquiry

RESEARCH TIME:

.5 HR(S)	HOURS @	\$ 15 PER HOUR =	\$ 7.50
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REPRODUCTION COST

PAGES	COPIES @	\$ 0.25 PER PAGE =	\$
	Postage		\$
	TOTAL		\$7.50
	AMT PAID		\$
	BALANCE		\$7.50

Please forward payment to America First Credit Union, Attn: Natalie /RECORDS with member's name on the check memo (NOT members account number) and the second invoice page for proper processing.

Any further information please call Natalie 801-827-8598 or via email: ndalton@americafirst.com

Thank you,

SIGNED

Natalie Dalton
Natalie Dalton

Title: Subpoena Officer

****The only direct deposit info we have is provided to you on the account history, you will need to contact the entity shown for more info****

P.O. Box 9199 • Ogden, Utah 84409 • 800-999-3961 • americafirst.com • f t @

Federally insured by NCUA. Equal Opportunity Lender.

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**To properly process your payment,
please send this page with your
payment.**

1/25/2021

Mail payments to:
America First Credit Union
Attention: Natalie/Records
Records Department
Po Box 9199
Ogden, UT 84409

Sent to:
FOX ROTHSCHILD LLP
1980 Festival Plaza Dr, Ste 700
Las Vegas, NV 89135

Account(s): 31346992
Member name: Tyrone Keith Armstrong

Total amount owed: \$ 7.50

Total amount paid: _____

Declaration of Certifying Records of Regularly Conducted Business Activity

Documents for: TYRONE KEITH ARMSTRONG

Account number: 31346992

I, the undersigned, Natalie Dalton, declare that:

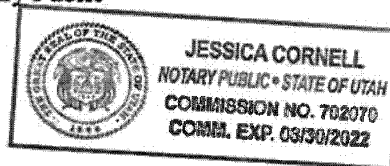
- 1) I am employed by America First Federal Credit Union as a Subpoena Officer and by reason of my position am authorized and qualified to make this declaration. As a Subpoena Officer, I am familiar with the company's recordkeeping practices and system.
- 2) I further certify that the documents accompanying this letter are true copies of records that were:
 - a) Made at or near the time of the occurrence of the matters set forth therein, by or from information transmitted by a person with knowledge of those matters
 - b) Kept in the course of regularly conducted business activity
 - c) Made by the regularly conducted business activity as regular practice.
- 3) This is to certify the duplicate copies as being compliant with the subpoena in lieu of testifying in person.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 25, 2021.

Natalie Dalton

Subscribed and sworn before me this 25 day of Jan, 2021.

JWC
Notary Public



12-14-14

HE RECEIVED

12-17

HOME EQUITY CONTROL SHEET
1st MORTGAGE

PRODUCT Limited 1st Mtg Fixed 50% or Less

LTC

Account Name TYRONE K ARMSTRONGAccount Number 31346892☐ Internet ☐ Phone ☐ Speech AccessMember Contact # HOME: (702) 491-8426Names on Loan TYRONE K ARMSTRONGNames on Trust Deed TyroneProperty Address 3713 BRENTCOVE DRNORTH LAS VEGAS, NV 89032

Insurance Co/Agent/Phone/Fax _____

Phone/Fax: _____

☒ Owner Occupied ☐ Non-Owner☐ HOEPA ☐ HPMLCounty CLARKTax ID # 139-09-217-069Amt Requested \$40,000.00Stated Value \$Actual Value \$175,794.00 2017☐ Appraisal ☒ Tax Notice80% \$140,635.20LTV 26%1st Bal \$0.002nd Bal \$0.00Available \$140,635.20

CLOSING COSTS

Appraisal LE \$ _____ CD \$ _____
Appraiser _____ Mbr Paid Y_N_

Reimbursed Appraisal \$ _____

Flood Cert LE \$ 9 CD \$ 9

Overnight LE \$ _____ CD \$ _____

Record/Recon LE \$ 55 CD \$ 55Title Insurance LE \$ 80 CD \$ 100

Tax Service Fee LE \$ _____ CD \$ _____

Initial Deposit Escrow LE \$ _____ CD \$ _____

Increase Loan Amount ☐ Funds From Proceeds ☐ Member Pay Closing Costs ☐Total Costs LE \$ _____ CD \$ 164Total Credits LE \$ 144 CD \$ _____Difference of Fees \$ 20Principal Reduction ☐ AFUCU Pay on CD ☒☐ Mail ☒ Nevada Property ☒☐ DocuSign ☐ Send appraisal☐ Access code 31346892☐ ID checkSend to: ☐ Primary: Email NONE@NOE.COM☐ Joint: Email _____☐ Other: Email _____☐ Branch _____

Closing Date _____ Estimate Y_N_

Branch Location Las Vegas Craig Road (135)Rescission ☒ Yes ☐ No

Disbursement Date _____

Disbursement Location _____

Pick-up Check(s) Location _____

DISBURSEMENT CODES

Loan Suffix 7 Ln Amt \$45,000.00Prime _____ + Margin _____ = Rate 4.490% ☒ F ☐ VType R Credit Limit Exp. Date _____Balloon ☐ Yes ☒ NoTerm 180 MonthsDue Date 1/20/17Freq 1 Method _____

Insurance/Dis. _____

From Acct # _____ Note # 1350220Purp/Sec 17 Loan Pro# 4351405Misc Implant A8E6 6- -P289-121616-682

CLOSED-END LOAN PAYBACK INFORMATION

180 PMTS @ \$ _____ = \$82,480.00Interest \$ 12,430.00Life Ins \$ 0.00Dis \$ 0.00

BALLOON \$ _____

HE Underwriter _____

HE Processor _____

Jennifer Price

HE Admin _____

Lisa

DISBURSEMENT OF LOAN AMOUNT

Mortgage Co. _____

Account # _____ \$ _____

Airborne \$ _____

Payee _____ \$ _____

Payee _____ \$ _____

Payee _____ \$ _____

Payee cancel \$ _____Payee 3/2/17 \$ _____Payee response \$ _____Payee NO \$ _____

Payee _____ \$ _____

Payee _____ \$ _____

Payee _____ \$ _____

Payee _____ \$ _____

Deposit #1 #7 #9 \$ _____

Total Amount of Loan \$45KPayoffs and Payments \$14214

To _____ From _____ Borrower \$ _____

HELOC's Only: Order Checks _____ Order Cards _____

Closing Checklist Item for Branch Y_N_

NOTES: Branch - Verify Address

TRUST DEED MUST BE RECORDED BEFORE DISBURSING FUNDS



RECTL

Control Sheet #113 11-15

AFCU 0021

3476

R 000605

Assessor's Parcel Number:
139-09-217-099
Return To: BNC MORTGAGE, INC.

P.O. BOX 19656
IRVINE, CA 92623-9656

Prepared By:

Recording Requested By:
National Alliance Title

Loan No.: LAS011562

21008413-915TR [Space Above This Line For Recording Data]
DEED OF TRUST
MIN 100122200003018717

FT9
20070125-0003978

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

01/25/2007 14:00:21
T20070014405

Requestor:
NATIONAL ALLIANCE TITLE

Debbie Conway KIC
Clark County Recorder Pgs: 23

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 January 18, 2007 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 BNC MORTGAGE, INC., A DELAWARE CORPORATION

Lender is a corporation
organized and existing under the laws of Delaware

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

6A(NV) (0307)

Page 1 of 15

VMP Mortgage Solutions (800)521-7291

Initials: TH

LAS011562
Form 3029 1/01

This
lien needs
to be
released.

Lender's address is P.O. BOX 19656, IRVINE, CA 92623-9656

(D) "Trustee" is T.D. SERVICE COMPANY

(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 January 18, 2007

The Note states that Borrower owes Lender two hundred thirty-seven thousand and 00/100

(U.S. \$237,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1, 2037

(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]
Prepayment Penalty 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) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

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

Initials: TA

LA5011562

6A(NV) (0307)

Page 2 of 15

Form 3029 1/01

(B) Amount of My Interest Only Payments.

The first twenty-four (24) monthly payments will be in the amount of U.S. \$ 1,264.00 , which equals one twelfth 1/12) of the amount of yearly interest due on the principal at the initial rate. These payments are called "Interest Only Payments."

No payments of principal are due during the Interest Only Period. The Interest Only Payments will not reduce the principal amount of this Note. Additional payments of principal may be made in accordance with Section 5 of the Note.

(C) Monthly Payment Changes.

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

2. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates.

The interest rate I will pay may change on the first day of February, 2009 , and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(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 which 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 950/1000 percentage points (4.950 %) 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 9.400 % or less than 6.400 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 00/100 percentage point(s) (1.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 13.400 % or less than 6.400 % .

(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.

Interest Only Adj. Rate Note Rider

Page 2 of 3

Rev. 102703

Borrower Initials

TA

LAS011562

(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 questions I may have regarding the notice.

All other provisions of the Note and any Addenda are unchanged by this Addendum to Note for Interest Only Payments and remain in full force and effect.

II. By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only Payment Period Addendum.

<u>Tyhone K. Armstrong</u> (Seal)	_____ (Seal)
TYHONE K. ARMSTRONG	
_____ (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)

I understand that for the Interest only period I will not be reducing the principal balance (unless I make additional payments of principal, which may be made in accordance with Section 5 of this Note).

After sixty (60) payments if I only made my minimum payment, my principal balance will not be reduced.

<u>Tyhone K. Armstrong</u> (Seal)	_____ (Seal)
TYHONE K. ARMSTRONG	
_____ (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)

Interest Only Adj. Rate Note Rider

Rev. 102703

Page 3 of 3

Borrower Initials

TA

LAS011562

Lisa
Rpt

ATTN: America First Federal Credit Union
REF NO.: 31346992
ESCROW NO.: 16-12-0480-SD

DEED AND ENCUMBRANCE REPORT EXTENDED

No guarantee is made regarding (a) matters affecting the beneficiary interest of any mortgage or deed of trust which may be shown herein as an exception, or (b) other matters which may affect any such mortgage or deed of trust.

No guarantee is made regarding any liens, claims of liens, defects or encumbrances other than those specifically provided for above. If information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

DATED: December 20, 2016
PARCEL NO(S): 139-09-217-099 ✓
EFFECTIVE DATE: December 6, 2016

FEE: \$100.00

BORROWER(S): Tyrone K. Armstrong

PROPERTY ADDRESS: 3713 Brentcove Drive, North Las Vegas, NV 89032 ✓

COUNTY: Clark

LEGAL DESCRIPTION: See Exhibit "B" attached hereto and made a part hereof.

LAST VESTING DEED: GRANT DEED, recorded December 23, 1998 in Book No. 981223 as Document No. 0001630

GRANTOR: ANDREW M. CUOMO, SECRETARY OF HOUSING AND URBAN DEVELOPMENT OF WASHINGTON, D.C.

VESTING SHOWN AS: Tyrone K. Armstrong, a single man ✓

SUBJECT TO: See Exhibit "A" attached hereto and made a part hereof

Escrow No.: 16-12-0480-SD

EXHIBIT "A"

1. State and County Taxes for the fiscal period of 2016 to 2017, a lien now due and payable in the total amount of \$1,140.58, and payable in the following installments and becomes delinquent 10 days after the due date set forth below.

First installment of \$286.51 has been paid ✓

Second installment of \$284.69 has been paid ✓

Third installment of \$284.69 unpaid and due the first Monday in January

Fourth installment of \$284.69 unpaid and due the first Monday in March

Parcel No. 139-09-217-099 ✓

2. Deed of Trust to secure an indebtedness of \$224,000.00 and any other amounts payable under the terms thereof:

Recorded: December 29, 2004 in Book 20041229 Document No. 0002078 of Official Records.

Dated: December 23, 2004 *See CBR Above 1/07*

Trustor: TYRONE K. ARMSTRONG, A SINGLE MAN

Trustee: SOUTHWEST TITLE

Beneficiary: NEW CENTURY MORTGAGE CORPORATION

mbr will follow up & get reconveyed. see Attached recon.
The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

3. Deed of Trust to secure an indebtedness of \$237,000.00 and any other amounts payable under the terms thereof:

Recorded: January 25, 2007 in Book 20070125 Document No. 0003978 of Official Records.

Dated: January 18, 2007

Trustor: TYRONE K. ARMSTRONG, A SINGLE MAN

Trustee: T.D. SERVICE COMPANY

Beneficiary: BNC MORTGAGE, INC., A DELAWARE CORPORATION

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

A substitution of trustee under said deed of trust which appoints WESTERN PROGRESSIVE-NEVADA, INC. as the substituted trustee which instrument recorded January 21, 2014 in Book 20140121 of Official Records as Document No. 0000722

The beneficial interest under said Deed of Trust now stands of record in U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURES ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3 . The last Assignment recorded April 6, 2015 in Book 20150406 as Document No. 0000759 of Official Records.

Notice of Default and Election to Sell by WESTERN PROGRESSIVE-NEVADA, INC. as Trustee, under the terms of the above Deed of Trust, recorded June 12, 2015 , in Book 20150612 as Document No. 0001252 of Official Records.

Terms, covenants, conditions and provisions in an instrument entitled, "CERTIFICATE STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM", recorded September 14, 2015, in Book 20150914 as Document No. 0000173, of Official Records.

The effect of a Notice of Trustee Sale Recorded November 24, 2015 in Book 20151124 as Document No. 0001981, which provides that the scheduled foreclosure sale will be conducted on December 30, 2015 at the front entrance of the Nevada Legal News 930 S. 4th St., Las Vegas Nevada 89101 at 10:00 AM.

Escrow No. 16-12-0480-SD

EXHIBIT "B"

LOT ONE (1) IN BLOCK FOUR (4) OF CHEYENNE RIDGE- UNIT 2A, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 54 OF PLATS, PAGE 67, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JANUARY 8, 1993, AS DOCUMENT NO. 00777 IN BOOK 930108 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

Property Account Inquiry - Summary Screen																																															
New Search		Recorder		Treasurer		Assessor		Clark County Home																																							
Parcel ID	139-09-217-099			Tax Year	2017	District	250	Rate	3.3544																																						
Situs Address:	3713 BRENTCOVE DR NORTH LAS VEGAS																																														
Legal Description:	ASSESSOR DESCRIPTION: CHEYENNE RIDGE-UNIT 2A PLAT BOOK 54 PAGE 67 LOT 1 BLOCK 4GEOID: PT SE4 NW4 SEC 09 20 61																																														
Status:	<table border="1"> <tr> <td>Active</td> <td>Property Characteristics</td> <td>Property Values</td> <td>Property Documents</td> </tr> <tr> <td>Taxable</td> <td> <table border="1"> <tr> <td>Tax Cap Increase Pct</td> <td>0.2</td> </tr> <tr> <td>Tax Cap Limit Amount</td> <td>1138.77</td> </tr> <tr> <td>Tax Cap Reduction</td> <td>736.00</td> </tr> <tr> <td>Land Use</td> <td>1-10 Single Family Residence</td> </tr> <tr> <td>Cap Type</td> <td>PRIMARY</td> </tr> <tr> <td>Acreage</td> <td>0.1500</td> </tr> <tr> <td>Exemption Amount</td> <td>0.00</td> </tr> </table> </td> <td> <table border="1"> <tr> <td>Land</td> <td>10150</td> </tr> <tr> <td>Improvements</td> <td>45740</td> </tr> <tr> <td>Total Assessed Value</td> <td>55890</td> </tr> <tr> <td>Net Assessed Value</td> <td>55890</td> </tr> <tr> <td>Exemption Value New Construction</td> <td>0</td> </tr> <tr> <td>New Construction - Supp Value</td> <td>0</td> </tr> </table> </td> <td> <table border="1"> <tr> <td>98122301630</td> <td>12/23/1998</td> </tr> <tr> <td>1998122301630</td> <td>12/23/1998</td> </tr> </table> </td> </tr> </table>									Active	Property Characteristics	Property Values	Property Documents	Taxable	<table border="1"> <tr> <td>Tax Cap Increase Pct</td> <td>0.2</td> </tr> <tr> <td>Tax Cap Limit Amount</td> <td>1138.77</td> </tr> <tr> <td>Tax Cap Reduction</td> <td>736.00</td> </tr> <tr> <td>Land Use</td> <td>1-10 Single Family Residence</td> </tr> <tr> <td>Cap Type</td> <td>PRIMARY</td> </tr> <tr> <td>Acreage</td> <td>0.1500</td> </tr> <tr> <td>Exemption Amount</td> <td>0.00</td> </tr> </table>	Tax Cap Increase Pct	0.2	Tax Cap Limit Amount	1138.77	Tax Cap Reduction	736.00	Land Use	1-10 Single Family Residence	Cap Type	PRIMARY	Acreage	0.1500	Exemption Amount	0.00	<table border="1"> <tr> <td>Land</td> <td>10150</td> </tr> <tr> <td>Improvements</td> <td>45740</td> </tr> <tr> <td>Total Assessed Value</td> <td>55890</td> </tr> <tr> <td>Net Assessed Value</td> <td>55890</td> </tr> <tr> <td>Exemption Value New Construction</td> <td>0</td> </tr> <tr> <td>New Construction - Supp Value</td> <td>0</td> </tr> </table>	Land	10150	Improvements	45740	Total Assessed Value	55890	Net Assessed Value	55890	Exemption Value New Construction	0	New Construction - Supp Value	0	<table border="1"> <tr> <td>98122301630</td> <td>12/23/1998</td> </tr> <tr> <td>1998122301630</td> <td>12/23/1998</td> </tr> </table>	98122301630	12/23/1998	1998122301630	12/23/1998
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98122301630	12/23/1998																																														
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Role	Name	Address					Since	To																																							
Owner	ARMSTRONG TYRONE K	3713 BRENTCOVE DR , NORTH LAS VEGAS, NV 89032-3157 UNITED STATES					5/18/2015	Current																																							
Owner	ARMSTRONG TYRONE K	3713 BRENTCOVE DR , NO LAS VEGAS, NV 89032-3157 UNITED STATES					7/1/2002	5/17/2015																																							
Owner	ARMSTRONG TYRONE K	3713 BRENTCOVE DR , NO LAS VEGAS, NV 89032-3157 UNITED STATES					7/1/2001	6/30/2002																																							
Owner	ARMSTRONG TYRONE K	3713 BRENTCOVE DR , NO LAS VEGAS, NV 89032-3157 UNITED STATES					7/1/2000	6/30/2001																																							
Summary																																															
Item							Amount																																								
Taxes as Assessed							\$1,874.77																																								
Less Cap Reduction							\$736.00																																								
Net Taxes							\$1,138.77																																								
Detail of Amount Due																																															
Year	Charge Category	District	Charge	Minimum Due	Balance Due																																										
2017	Property Tax Principal	250	\$1,138.77	\$284.69	\$569.38																																										
2017	Las Vegas Artesian Basin	WATLV	\$1.81	\$0.00	\$0.00																																										
TOTAL Due as of 12/19/2016			\$1,140.58	\$284.69	\$569.38																																										
Payment Posted																																															
Payment Posted	Receipt No.	Due Charges	Amount Paid																																												
9/30/2016	36076428	\$854.07	\$284.69																																												
8/18/2016	35442057	\$1,140.58	\$288.51																																												
3/3/2016	34681753	\$284.13	\$284.13																																												
1/5/2016	34141085	\$568.26	\$284.13																																												

<http://tritle.co.clark.nv.us/printtwi2.asp?Parcel=139-09-217-099&DateSelect=12/19/2016> 12/19/2016

AFCU 0031

3486

R 000615

10/5/2015	33603139	\$852.39	\$284.13
8/17/2015	32814863	\$1,137.48	\$285.09
3/3/2015	32112069	\$275.85	\$275.85
1/5/2015	31503463	\$551.70	\$275.85
10/3/2014	30842931	\$827.55	\$275.85
8/15/2014	30304399	\$1,104.12	\$276.57
3/1/2014	29555363	\$267.82	\$267.82
1/2/2014	29000448	\$535.64	\$267.82
10/3/2013	28376785	\$803.46	\$267.82
8/16/2013	27729365	\$1,071.88	\$268.42
3/1/2013	26945897	\$263.87	\$263.87
1/8/2013	26378473	\$527.74	\$263.87
10/3/2012	25709506	\$791.81	\$263.87
8/16/2012	25009944	\$1,055.96	\$264.35
3/2/2012	24436651	\$285.23	\$285.23
1/5/2012	23927205	\$570.46	\$285.23
10/3/2011	23235588	\$855.69	\$285.23
8/15/2011	22550958	\$1,141.46	\$285.77
3/8/2011	21820071	\$276.92	\$276.92
12/30/2010	21008003	\$553.84	\$276.92
10/1/2010	20459060	\$830.76	\$276.92
8/12/2010	19838079	\$1,107.68	\$276.92
3/1/2010	18977214	\$473.95	\$473.95
12/31/2009	18449931	\$947.90	\$473.95
10/1/2009	17804941	\$1,421.85	\$473.95
8/14/2009	17170874	\$1,895.79	\$473.94
3/2/2009	16405687	\$474.35	\$474.35
12/30/2008	15741806	\$474.41	\$0.06
12/30/2008	15740803	\$950.04	\$475.63
11/6/2008	15552991	\$2,148.10	\$1,196.08
8/28/2008	14897882	\$2,875.69	\$800.00
10/11/2007	12905470	\$1,860.56	\$1,000.00
1/26/2007	11008899	\$447.12	\$447.12
12/29/2006	10707009	\$894.24	\$447.12
10/4/2006	10142627	\$1,341.36	\$447.12
8/8/2006	9233590	\$1,788.49	\$447.13
3/9/2006	8954307	\$434.10	\$434.10
12/29/2005	8204498	\$868.20	\$434.10
10/12/2005	7816114	\$1,302.30	\$434.10
8/16/2005	7126222	\$1,736.40	\$434.10
3/9/2005	6563692	\$16.86	\$16.86
3/7/2005	6480111	\$438.32	\$421.46
1/24/2005	6304591	\$659.78	\$421.46
10/5/2004	5429003	\$1,264.36	\$421.46
9/30/2004	5382087	\$1,702.69	\$438.31
1/16/2004	4212059	\$410.96	\$410.96
1/8/2004	4112191	\$821.92	\$410.96

http://tritle.co.clark.nv.us/print_tw2.asp?Parcel=139-09-217-099&DateSelect=12/19/2016 12/19/2016

AFCU 0032

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	3361353	\$1,232.88	\$410.96
8/25/2003	3175959	\$1,643.84	\$410.96
2/28/2003	2384143	\$392.00	\$392.00
1/8/2003	2008976	\$784.00	\$392.00
10/14/2002	1835033	\$1,176.00	\$392.00
8/23/2002	1334373	\$1,568.62	\$392.62
8/20/2001	274573	\$1,482.42	\$1,482.42
8/21/2000	274572	\$1,466.34	\$1,466.34

NOTE: For Fiscal Tax Year 2002, and prior, only the total tax year amount charged, and total tax year amount paid is displayed. The Receipt Date for 2002, and prior, is the last date during the tax year for which charges were placed on the property account.



01/25/2021
10:12 AM

Member Notes
01/25/2021

Page 1

Member Name: TYRONE K ARMSTRONG

Account: XXXXXX699-2

Note Date/Time	Type	DIQ	Department	Author	Note	Suspense Date
03/02/2017, 1:20 PM	1	0	HOME	Redford, Tracy	canceled home equity request... no response from member... mbr will need to re-apply when ready	

Printed by Employee: 11966

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EXHIBIT 26

FACSIMILE COVER SHEET

450 American Street, MSN
Simi Valley, California 93065-6285

From: Name: Orejel, Antonio L.
Fax Number: 866-891-9942
Voice Phone:

To: Name: **RENA STARK**
Company:
Fax Number: **8553922174**
Voice Phone:

Fax notes:

Date and time of transmission: **Wednesday, January 11, 2017 4:59:02**
Number of pages including this cover sheet: **03**

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND DESTROY THIS DOCUMENT. **THANK YOU.**

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Tax ID: 139-09-217-099

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



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

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, TYRONE K ARMSTRONG

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

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

Dated: 01/09/2017

Beneficiary:

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

By: _____

Jesse Lester
Assistant Vice President

Trustee:

ReconTrust Company, N.A.

By: _____

Trisha Baca
Assistant Vice President

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

Document Prepared By And
When Recorded Return To:
ReconTrust Company, N.A./Lien Release
TX2-979-01-18 REL
P.O. BOX 519040
Dallas, TX 75261-9943
(800) 540-2684

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

Notarial Acknowledgment

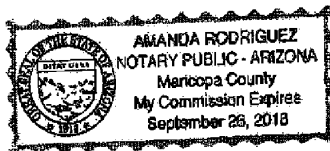
DOCID_2006998021220100


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

STATE OF ARIZONA,
COUNTY OF MARICOPA

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

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




Amanda Rodriguez
Notary Public for said State and County

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

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

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EXHIBIT 27

TS No. 2013-00385-NV

APN: 139-09-217-099

Western Progressive - Nevada, Inc.
Northpark Town Center
1000 Abernathy Rd NE, Bldg 400, Suite 200
Atlanta, GA 30328

T.S. No.: 2013-00385-NV

Inst #: 20190613-0001519

Fee: \$40.00

06/13/2019 01:10:03 PM

Receipt #: 3737580

Requestor:

PREMIUM TITLE TSG

Recorded By: COJ Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

The undersigned hereby affirms that there is no Social Security number contained in this document.

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 01/18/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Western Progressive - Nevada, Inc., as duly appointed trustee under and pursuant to the Deed of Trust recorded 01/25/2007, as Inst. No. 20070125-0003978, in book ---, page ---, of Official Records in the office of the County Recorder of Clark County, Nevada executed by: **TYRONE K. ARMSTRONG, A SINGLE MAN**

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK DRAWN ON A STATE OR NATIONAL BANK, A CHECK DRAWN BY A STATE OR FEDERAL CREDIT UNION, OR A CHECK DRAWN BY A STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION, A SAVINGS ASSOCIATION OR SAVINGS BANK:

Place of Sale: At the Front Entrance of Nevada Legal News, Nevada Legal News, 930 S. Fourth St, Las Vegas, NV 89101

All right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to a Deed of Trust described as:

THE REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA AND IS DESCRIBED AS FOLLOWS:

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.

Version 1.1 NV NOS 0417

Page 1 of 4



9314810011701002552804

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NOTICE OF TRUSTEE'S SALE

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

3713 Brentcove Dr, North Las Vegas, NV 89032

The undersigned Trustee disclaims any liability for any incorrectness of the street address or other common designation, if any, shown above.

Date of Sale: 07/19/2019 at 09:00 AM

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. This property is sold as-is, the beneficiary and undersigned Trustee are unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing a receipt in connection therewith. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is: **\$423,686.43.**

NOTICE OF TRUSTEE'S SALE

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

Note: Because the Beneficiary reserves the right to bid less than the total debt owed, it is possible that at the time of the sale the opening bid may be less than the total debt.



NOTICE OF TRUSTEE'S SALE

The beneficiary of the Deed of Trust has executed and delivered to the undersigned a written request to commence foreclosure and due to the continuing default on the loan obligation, the beneficiary under said Deed of Trust has authorized the undersigned Trustee to proceed with a trustee's sale.

Date: **June 13, 2019**

Western Progressive - Nevada, Inc., as Trustee for
beneficiary
Northpark Town Center
1000 Abernathy Rd NE; Bldg 400, Suite 200
Atlanta, GA 30328
Sale Information Line: (866) 960-8299
<http://www.altisource.com/MortgageServices/DefaultManagement/TrusteeServices.aspx>


C. Scott Trustee Sale Assistant

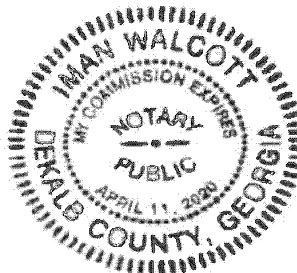
State of GA) ss
County of Fulton)

On June 13, 2019 before me Iman Walcott Personally appeared C. Scott who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, authorized capacity(ies), and that by his/her/their signature(s) on the instrument.

WITNESS my hand and official seal.

Signature  (Seal)
Iman Walcott

Version L1 NV NOS 0417



Page 4 of 4

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EXHIBIT 28

REGISTER OF ACTIONS

CASE No. A-19-796941-C

Tyrone Armstrong, Plaintiff(s) vs. US Bank National Association, Defendant(s)

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Case Type: **Other Title to Property**

Date Filed: 06/18/2019

Location: **Department 18**

Cross-Reference Case Number: **A796941**

PARTY INFORMATION

Counter Claimant **US Bank National Association**

Lead Attorneys
Mark J Connot
Retained
702-262-6899(W)

Counter Defendant **Armstrong, Tyrone Keith**

Pro Se

Defendant Ocwen Loan Servicing LLC

Jeffrey S. Allison
Retained
949-679-1111(W)

Defendant PHH Mortgage Corporation

Jeffrey S. Allison
Retained
949-679-1111(W)

Defendant US Bank National Association

Mark J Connot
Retained
702-262-6899(W)

Defendant Western Progressive-Nevada Inc

Jeffrey S. Allison
Retained
949-679-1111(W)

Plaintiff **Armstrong, Tyrone Keith**

Pro Se

EVENTS & ORDERS OF THE COURT

07/10/2019 | **Motion for Temporary Restraining Order** (9:00 AM) (Judicial Officer Holthus, Mary Kay)
07/10/2019, 07/31/2019, 07/31/2019
MOTION FOR TPO

Minutes

07/10/2019 9:00 AM

- Ramin Zaeeti present on behalf of Tyrone Armstrong. Court noted it was concerned that no one from the bank would show up; further indicating the affidavit of service was filed on July 2, 2019 and the Bank filed a Motion last night, July 9, 2019. Mr. Zaeeti noted they had filed a document and served. Court inquired if Mr. Armstrong has spoke with the Bank, because the Court believed someone with the same name received a second mortgage on Mr. Armstrong's house and the Court didn't know how that could be fixed. Court noted it would keep Temporary Restraining Order (TRO) in effect; further noted, the bank filed the Motion last night, July 9, 2019 and they canceled the scheduled foreclosure sale.

COURT ORDERED, matter CONTINUED for 30 days. Court noted it seemed as though there was a typo and it would try to get someone from the bank to be present. Mr. Armstrong requested an order to serve someone. Court noted it appears service had been effective; therefore, the bank had until July 23, 2019 to answer Complaint as long as they stop the sale. 7/31/19 9:00 AM CONTINUED: MOTION FOR TEMPORARY RESTRAINING ORDER

07/31/2019 9:00 AM

- Edward Vargas, Esq. present on for Plaintiff. Court noted there was no need for the Temporary Restraining Order (TPO) because there was no foreclosure sale. Statements by Mr. Vargas regarding foreclosure sale. Court indicated it couldn't do anything about it; however, if they tried anything again parties would have to come back and the Court would proceed accordingly. Colloquy between parties regarding case facts. Following colloquy, Ramin Zabeli spoke on behalf of Mr. Armstrong stating it appears the bank had something that resembles Mr. Armstrong's signature and driver's license which was used on loan documents. Statements by Mr. Vargas indicating fraud. Court noted MATTER TRAILED to look into getting the bank on the phone. MATTER RECALLED. Same parties present. Law Clerk advised parties the District Attorney's Office had been contacted, and noted the bank was located in California; however, they would be able to appear by phone that afternoon at 2:30 pm. COURT ORDERED, matter CONTINUED until the afternoon. 7/31/19 2:30 PM CONTINUED: MOTION FOR TPO

07/31/2019 2:30 PM

- Jeffery Allison, Esq. present for Deft. via Conference Call. Edward Vargas, Esq. present on behalf of Deft. Court advised Mr. Allison it placed the instant matter on calendar to figure out what was going on. Mr. Allison indicated they did not receive notice of the instant hearings. Court inquired if Mr. Allison had looked into the instant case at all. Mr. Allison advised there wasn't a foreclosure sale going forward and sale was on hold; therefore, as long as there was a hold nothing would take place. Colloquy between parties regarding facts of case. Court noted Mr. Armstrong stated the loan was paid in full a couple of years ago. Statements by Mr. Allison. Mr. Vargas advised Mr. Allison to follow the money and see who was making payments. Upon Court's inquiry, Mr. Allison indicated there was a Motion to Dismiss on for September 4, 2019; however, he had a conflict with date and would be requesting that Motion continued to the following week. COURT SO ORDERED. Court advised Mr. Allison to get any documents for Plaintiff to pursue information ahead of time. Mr. Allison requested that Plaintiff provide any documentation to show this might be fraud or identity theft, and include any conclusions that had been reached. Mr. Vargas indicated Deft. had police report, IRS identity theft claim and a claim with North Las Vegas Police Report. Mr. Vargas indicated he would send documents over. COURT DIRECTED Mr. Allison to take a look at the original note, where funds were released and who was making payments. COURT FURTHER ORDERED, Ex parte Motion for a Temporary Restraining Order was hereby VACATED and Motion to Dismiss was continued. Parties agreed that order would be sufficient as opposes to an Order. 9/25/19 9:00 AM MOTION TO DISMISS

Parties Present

Return to Register of Actions

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EXHIBIT 29

DECLARATION OF TYRONE KEITH ARMSTRONG

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

1. That I am the Plaintiff in this matter.
2. That I am over 18 years of age and competent to testify to the facts herein.
3. That I have personal knowledge regarding the existence of, as well as the truth of the contents contained in the attached exhibits.
4. That the last time I applied for a home loan was on December 24, 2004 with New Century Mortgage Corporation. New Century Mortgage Corporation was acquired by Countrywide Financial Services, and Countrywide Financial Services was acquired by Bank of America.
5. That at no time did I apply for or execute documents in connection with a second mortgage loan with BNC Mortgage, Inc. ("BNC").
6. That at no time did I receive the \$237,000 benefit of the BNC mortgage loan. None of my bank statements from calendar year 2007, or any other time, reflect that I received a deposit in the amount of \$237,000 or similar amount. I have received no evidence from Defendants that reflects consideration was ever performed related to the BNC deed/note.
7. On or about November 04, 2018, I attempted to locate Roseanne Ehring, the notary that purportedly witnessed me execute the BNC note, so that I may inspect her journal for my signature. First, I went to the address on file with Nevada SOS at 1483 Arroyo Verde Drive, Henderson, Nevada. A Caucasian couple answered the door and stated that Roseanne Ehring does not live there, but they occasionally receive mail addressed to her. Next, I conducted an

1 online inquiry of court cases in Clark County, Henderson and North Las Vegas in an attempt to
2 locate the whereabouts of Roseanne Ehring. I was only able to find a traffic ticket in Henderson
3 Justice Court that was closed on February 21, 2007. I also conducted a search on the internet and
4 was not successful in locating the notary.

5 8. On November 29, 2018, the Nevada SOS notary division responded to a complaint I filed
6 regarding Roseanne Ehring and indicated that Mrs. Ehring's notary expired in 2008 and she was
7 not required to keep her journal past 7 years of expiring.

9 9. On July 31, 2019, a hearing was conducted in the instant case. At said hearing, opposing
10 counsel Jeffrey Allison, Esq. appeared and stated that his client "has the original note in a vault
11 back east."

12 10. On August 04, 2019, I submitted my authentic handwriting samples to a handwriting
13 expert to compare to the BNC loan documents. I did not have the ability to pay the amount she
14 quoted me for services due to my indigence.

16 11. On August 29, 2019, I called the Delaware Secretary of State from 9:08am-9:23am (pst)
17 and spoke to Dawn who verbally confirmed that BNC voluntarily dissolved on March 20, 1998
18 and further confirmed that BNC has not been reinstated or revived ever since. I called back to
19 the Delaware SOS from 12:04pm-12:17pm (pst) and spoke to Heather. Heather informed me
20 that if a good standing letter was generated from Delaware, it means that there first had to be a
21 request. Heather confirmed that no request for a letter of good standing or issuance of the same
22 appears in the BNC entity file.

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

24 DATED this 5th day of September, 2019.

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TYBONE KEITH ARMSTRONG

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EXHIBIT 30



1 **BANK**
2 **COLT B. DODRILL, ESQ.**
3 **Nevada Bar No. 9000**
4 **WOLFE & WYMAN LLP**
5 **6757 Spencer Street**
6 **Las Vegas, NV 89119**
7 **Tel: (702) 476-0100**
8 **Fax: (702) 476-0101**
9 **cbdodrill@wolfewyman.com**

10 **Attorneys for Defendant**
11 **BNC Mortgage LLC, incorrectly designated**
12 **in the caption as BNC Mortgage, Inc.**

13 **DISTRICT COURT**

14 **CLARK COUNTY, NEVADA**

15 **TYRONE KEITH ARMSTRONG,**

16 **Plaintiff,**

17 **v.**

18 **U.S. BANK NATIONAL ASSOCIATION, AS**
19 **TRUSTEE FOR STRUCTURED ASSET**
20 **SECURITIES CORPORATION MORTGAGE**
21 **PASS-THROUGH CERTIFICATES, SERIES**
22 **2007-BC3; OCWEN LOAN SERVICING, LLC;**
23 **PHH MORTGAGE CORPORATION;**
24 **WESTERN PROGRESSIVE-NEVADA, INC.;**
25 **BNC MORTGAGE, INC.; DOES 1 THROUGH**
26 **20; AND ROE BUSINESS ENTITIES 1**
27 **THROUGH 20;**

28 **Defendants.**

Case No. A-19-796941-C

Dept. No. XVIII

NOTICE OF BANKRUPTCY

NOTICE OF BANKRUPTCY

PLEASE TAKE NOTICE that, commencing on September 15, 2008, and periodically thereafter, Lehman Brothers Holdings Inc. (hereinafter, "LBHI"), BNC Mortgage LLC (incorrectly designated in the caption herein as "BNC Mortgage, Inc.") (hereinafter, "BNC"), and certain of their affiliates commenced voluntary cases under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy



1 Procedure [Index No. 08-13555 (SCC)]. A copy of the voluntary petitions filed in LBHI's and
2 BNC's chapter 11 cases are attached hereto as Exhibits A-1 and A-2.

3 PLEASE TAKE FURTHER NOTICE that, on December 6, 2011, the Bankruptcy Court
4 approved and entered an order (the "Confirmation Order") confirming the Modified Third Amended
5 Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors (the "Plan")
6 (ECF No. 23023). The Plan became effective on March 6, 2012.

7 PLEASE BE ADVISED that, pursuant to section 362 of the Bankruptcy Code (the
8 "Automatic Stay"), the filing of a petition operates as a stay, applicable to all entities, of, among
9 other things, "the commencement or continuation, including the issuance or employment of process,
10 of a judicial, administrative, or other action or proceeding against the debtor that was or could have
11 been commenced before the commencement of the case under the [Bankruptcy Code], or to recover
12 a claim against the debtor that arose before the commencement of the case under [the Bankruptcy
13 Code]," and of "any act to obtain possession of property of the estate or of property from the estate
14 or to exercise control over property of the estate." 11 U.S.C. § 362(a)(1) & 362(a)(3).

15 PLEASE BE FURTHER ADVISED that, pursuant to paragraph 54 of the Confirmation
16 Order, the Automatic Stay extant in LBHI's and BNC's chapter 11 cases remains in full force and
17 effect.

18 PLEASE BE FURTHER ADVISED that any action taken against LBHI and BNC without
19 obtaining relief from the Automatic Stay from the Bankruptcy Court may be void *ab initio*. See
20 *Rexnord Holdings, Inc. v. Bidermann*, 21 F.3d 522, 527 (2d Cir. 1994). Furthermore, actions taken
21 in violation of the automatic stay may result in a finding of contempt and an assessment of penalties
22 and fines, as appropriate, against the persons taking such action. See *Maritime Asbestosis Legal*
23 *Clinic v. LTV Steel Co., Inc. (In re Chateaugay Corp.)*, 920 F.2d 183, 187 (2d Cir. 1990). LBHI and
24 BNC reserve and retain their right to seek relief in the Bankruptcy Court from any action, judgment,
25 order, or ruling taken or entered in violation of the Automatic Stay.

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A proposed order staying this matter, with respect to LBHI and BNC, is attached hereto as Exhibit B.

DATED: September 20, 2019

WOLFE & WYMAN LLP

By:  14974
COLT B. DODRILL, ESQ.
Nevada Bar No. 9000
6757 Spencer St.
Las Vegas, NV 89119
Attorneys for Defendant
BNC Mortgage LLC, incorrectly designated
in the caption as BNC Mortgage, Inc.



CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that on the 20th day of September, 2019, the foregoing **NOTICE OF BANKRUPTCY** was served on the following by Electronic Service to:

(All Parties on the E-Service List)

AND VIA U.S. MAIL:

Tyrone Keith Armstrong
3713 Brentcove Drive
North Las Vegas, Nevada 89031

/s/ Evelyn M. Pastor

Evelyn M. Pastor


An employee of WOLFE & WYMAN LLP

WOLFE & WYMAN LLP
ATTORNEYS & COUNSELORS AT LAW



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EXHIBIT 31



SR

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

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 TYRONE KEITH ARMSTRONG,	)	Case No:	A-19-796941-C
	)	Dept No:	XVIII
10 Plaintiff,)		
11)		
12 vs.)		
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,)		
20 INC.; BNC MORTGAGE, INC.; DOES 1)		
through 20; and ROE BUSINESS)		
21 ENTITIES 1 through 20;)		
22 Defendants.)		

23 **STATUS REPORT RE: DEFENDANT BNC MORTGAGE, INC.**

24 COMES NOW Plaintiff Pro Se TYRONE KEITH ARMSTRONG ("Plaintiff"), and
25 hereby submits the foregoing *Status Report Re: Defendant BNC Mortgage, Inc.* with the Court:
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27
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1. On January 14, 2020, a hearing was held in the Bankruptcy Court of the Southern District of New York (Manhattan) concerning Plaintiff and Defendant BNC Mortgage, Inc. ("BNC").¹

2. The hearing was held due to Plaintiff's *Motion for Leave to File a Late Proof of Claim* and *Motion for Relief from the Automatic Stay to Allow Civil Litigation to Proceed*.

3. On January 21, 2020, the S.D.N.Y. Bankruptcy Court denied both of Plaintiff's motions.²

4. On January 21, 2020, the S.D.N.Y. Bankruptcy Court also ordered BNC specifically to "search for a form of *wire transfer* and/or *negotiated check* in connection with origination of the loan".³

5. BNC has been ordered by the federal court to conduct diligent inquiry and provide confirmation to Mr. Armstrong as to whether BNC is able to produce a *wire transfer* and/or *negotiated check* in connection with origination of the loan.

6. The federal court order from New York provides opinions regarding Nevada law as it pertains to the statute of limitations for "some or all" of Mr. Armstrong's claims. Mr. Armstrong informed the federal court at hearing that his state court claims survived Defendants' motions to dismiss, including claims related to the statute of limitations.

7. This Court's determinations are entitled to full faith and credit.

DATED this 21st day of January, 2020.

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

¹ Case number 09-10137-scc as part of case number 08-13555-scc concerning Lehman Brothers Holdings, Inc.

² S.D.N.Y. Bankruptcy Court order attached as Exhibit "1".

³ See Exhibit "1" page 5, paragraph 3.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 21st day of January, 2020, I served a true and correct copy of the foregoing *Status Report Re: Defendant BNC Mortgage, Inc.* via the Court designated electronic service and/or U.S. Mail, first class postage prepaid, addressed to the following:

HOUSER & ALLISON, APC
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.

WOLFE WYMAN, LLP
Colt B. Dodrill
11811 N. Tatum Ste. 3031
Phoenix, Arizona 85028
Email: cbdodrill@wolfewyman.com
Attorney for BNC Mortgage, Inc./LLC

FOX ROTHSCHILD, LLP
Mark J. Connot
1980 Festival Plaza Drive Ste. 700
Las Vegas, Nevada 89135
Email: mconnot@foxrothschild.com
Attorney for U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-B3

DATED this 21st day of January, 2020.

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

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EXHIBIT “1”

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	: Chapter 11 Case No.
	:
LEHMAN BROTHERS HOLDINGS INC., et al.	: 08-13555 (SCC)
	:
Debtors.	: (Jointly Administered)
-----X	

**ORDER DENYING MOTIONS OF TYRONE ARMSTRONG FOR (I) LEAVE TO FILE
LATE PROOF OF CLAIM AND (II) RELIEF FROM THE AUTOMATIC STAY TO
ALLOW CIVIL LITIGATION TO PROCEED**

Tyrone Armstrong ("Armstrong") having filed the *Motion to Take Leave to File Late Proof of Claim* [ECF No. 60011] (the "Motion to File Late Claim") and the *Motion for Relief from Automatic Stay to Allow Civil Litigation to Proceed* [ECF No. 60012] (the "Motion for Relief from Stay") and together with the Motion to File Late Claim, the "Motions"; and Lehman Brothers Holdings Inc. ("LBHI" or the "Plan Administrator") having filed the *Plan Administrator's Objection to Motions of Tyrone Armstrong (I) to Take Leave to File Late Proof of Claim and (II) for Relief From Automatic Stay to Allow Civil Litigation to Proceed*, dated January 7, 2020 (the "Objection") [ECF No. 60342] and the *Declaration of Claire Leonard in Support of Objection to Motions of Tyrone Armstrong (I) to Take Leave to File Late Proof of Claim and (II) for Relief From Automatic Stay to Allow Civil Litigation to Proceed*, dated January 7, 2020 [ECF No. 60343] (the "Leonard Declaration"); and a hearing having been held on January 14, 2020 (the "Hearing"), at which Armstrong appeared telephonically and presented argument (through a representative); and upon consideration of the Motions, the Objection, the Leonard Declaration, the record of the proceedings in these cases, and the arguments presented at the Hearing, the Court has HEREBY FOUND AND DETERMINED AS FOLLOWS:

A. **Jurisdiction and Venue:** The Court has jurisdiction over the Motions and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding

WEIL:073422114\68389.0011

pursuant to 28 U.S.C. § 157(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. **Notice and Hearing:** Good and sufficient notice of the Objection has been given and no other or further notice is necessary.

C. **Judicial Notice:** This Court may take judicial notice of pleadings filed in other actions. The Court hereby takes judicial notice of the *Verified Complaint for: (1) Wrongful Foreclosure; (2) Quiet Title; (3) Declaratory Relief; (4) Slander of Title; (5) Intentional Infliction of Emotional Distress; and (6) Fraud* (the "State Court Complaint").

D. **The BNC Loan:** On January 25, 2007, a deed of trust (the "Deed of Trust") was recorded against a residential real property located in Clark County, Nevada that is commonly known as 3713 Brentcove Drive, North Las Vegas, Nevada 89032 (the "Property"). The Deed of Trust identified BNC Mortgage, Inc. as "Lender" and Armstrong as "Borrower." The Deed of Trust referenced a promissory note reflecting a signature of "Tyrone Armstrong", dated January 18, 2007, which stated that Armstrong owed BNC Mortgage LLC ("BNC") \$237,000.00 plus interest (the "Loan"). The Loan was originally serviced by JP Morgan Chase Bank, National Association, and then the servicing transferred to Ocwen Loan Servicing LLC on or about April 30, 2012. The Loan was sold by BNC to Lehman Brothers Bank, FSB ("LBB") shortly after origination and BNC retained no ownership interest in the Loan. On or around March 30, 2007, LBB sold the Loan to LBHI, which then sold it to the Structured Asset Securities Corporation. Armstrong alleges that he never signed the Deed of Trust and that the Loan is the product of fraud.

E. **Armstrong's Knowledge of the Deed of Trust:** Armstrong has known about the Deed of Trust encumbering the Property since at least 2010. On May 6, 2010, multiple defendants in the State Court Action (other than BNC) recorded a notice of default on the

Property premised on the Loan and specifically noting the existence of a promise to pay BNC. By his own admission, Armstrong was aware of the notice of default at or around the time of its recording.

F. **Armstrong's State Court Action:** On June 19, 2019, Armstrong filed the State Court Complaint in the Eighth Judicial District Court of Clark County, Nevada against various defendants, including BNC, alleging claims of wrongful foreclosure, quiet title, declaratory relief, slander of title, intentional infliction of emotional distress, and fraud (the "State Court Action"). On September 20, 2019, BNC filed a notice of bankruptcy with the Nevada state court, resulting in the State Court Action being stayed with respect to BNC pursuant to section 362 of chapter 11 of the United States Code on October 1, 2019.

G. **BNC's Chapter 11 Case and the Bar Date Order:** Commencing on September 15, 2008, and periodically thereafter, LBHI and certain of its affiliates, including BNC, each filed a voluntary petition commencing a chapter 11 case. Although BNC's chapter 11 case commenced on January 9, 2009, it ceased operating its business in November, 2007. On July 2, 2009, the Court entered the *Order Pursuant to Section 502(b)(9) of the Bankruptcy Code and Bankruptcy Rule 3003(c)(3) Establishing the Deadline for Filing Proofs of Claim, Approving the Form and Manner of Notice Thereof and Approving the Proof of Claim Form* [ECF No. 4271] (the "Bar Date Order") establishing September 22, 2009 (the "Bar Date") as the general deadline for filing proofs of claim in the chapter 11 cases. On August 4, 2009, notice of the Bar Date was published in the Wall Street Journal, the New York Times, the International Herald Tribune, and the Worldwide Editions of the Financial Times. Armstrong did not file a claim against BNC prior to the Bar Date.

H. On December 6, 2011, the Court entered the *Order Confirming Modified Third*

Amended Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors [ECF No. 23023], which provided that all injunctions or stays arising under or entered during the chapter 11 cases and existing on that date, shall remain in full force and effect until the closing of the chapter 11 cases.

I. **Consummation of BNC's Chapter 11 Plan:** All of the timely filed claims against BNC have been resolved and the Plan Administrator has made all distributions to BNC's creditors required under the chapter 11 plan. The Plan Administrator expects to request a final decree closing BNC's chapter 11 case imminently.

J. **The Motion to File Late Claim is Denied:** This Court has repeatedly exercised its discretion to disallow late claims, based on its consideration of the following factors: (a) whether any delay in filing was in the creditor's control, (b) the impact on the administration of these mega cases, and (c) the impact on other creditors notwithstanding the potential validity of the late or new claims. Consideration of each of these factors leads to the conclusion that the Motion to File Late Claim should be denied.

K. Armstrong's claim against BNC is barred by the Bar Date Order. The Plan Administrator provided adequate notice of the Bar Date to all known and unknown creditors in accordance with the Bar Date Order.

L. Armstrong has not demonstrated that he should be granted relief from the Bar Date Order. It is undisputed that Armstrong learned of the Deed of Trust encumbering the Property at least as early as 2010. Nevertheless, Armstrong waited until 2019 to file the Motion for Relief from Stay, more than eleven years after BNC filed for bankruptcy, more than ten years after the Bar Date, and more than seven years after the effective date of BNC's chapter 11 plan.

M. If Armstrong's claim were allowed, it might lead an unknown group of other

creditors to request authorization to file similar claims, severely interfering with the administration of BNC's chapter 11 case, now in its final stages. In addition, other creditors would be impacted detrimentally by any recovery obtained on this claim but also from the Plan Administrator being forced to use the estate's limited remaining assets to dispute Armstrong's claim and any other late claims that may be filed.

N. Armstrong's claim is also barred by the equitable doctrine of laches. Despite his knowledge of the Deed of Trust, Armstrong waited until 2019 to file the Motion to File Late Claim and his proof of claim. Armstrong knew about and had every opportunity to challenge the Deed of Trust for nearly a decade before filing the claim, during which time BNC's chapter 11 plan was confirmed and consummated.

O. Moreover, it is likely that some or all of Armstrong's causes of action are barred by the applicable statutes of limitations under Nevada law.

P. **The Motion for Relief From Stay is Denied:** The Motion for Relief from Stay is denied because, given my prior ruling and the Bar Date Order, even if Armstrong were to prevail on any of his claims against BNC in the State Court Action, he would be barred from pursuing any resulting claim against BNC or its estate.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion to File Late Claim is denied in its entirety, with prejudice.
2. The Motion for Relief from Stay is denied in its entirety, with prejudice.
3. The Plan Administrator shall conduct a search of documents in its possession for materials relating to the Loan and produce to Armstrong any documents arising therefrom or, if no documents are located, provide confirmation to Armstrong that the Plan Administrator was unable to locate documents after diligent inquiry. Specifically, the Plan Administrator's search

should include a search for a form of wire transfer and/or negotiated check in connection with the origination of the loan.

4. Nothing contained in this Order shall preclude Armstrong from pursuing his claims against the other defendants in the State Court Action, including, without limitation, his claim to quiet title.

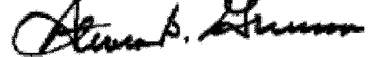
5. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation and interpretation of this Order.

Dated: January 21, 2020
New York, New York

/S/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

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EXHIBIT 32



1 **SR**

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

8
9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 **TYRONE KEITH ARMSTRONG,**

12 **Plaintiff,**

13 **vs.**

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

24 **Defendants.**

Case No: A-19-796941-C
Dept No: XVIII

25 **STATUS REPORT RE: WIRE TRANSFER AND/OR NEGOTIATED CHECK**

26 **COMES NOW Plaintiff Pro Se TYRONE KEITH ARMSTRONG ("Plaintiff"), and**
27 **hereby submits the foregoing *Status Report Re: Wire Transfer and/or Negotiated Check* with the**
28 **Court:**

1. On July 31, 2019, the Court's minute order directed Mr. Allison, counsel for Defendants U.S. Bank/Ocwen/PHH/Western to "take a look at the original note, *where funds were released and who was making payments.*" Initial disclosures were exchanged by February 07, 2020 and Plaintiff has yet to receive from Defendants U.S. Bank/Ocwen/PHH/Western a form of wire transfer and/or negotiated check in connection with origination of the BNC mortgage.

2. On September 20, 2019, Defendant BNC Mortgage, Inc., filed a Notice of Bankruptcy and was stayed from the instant proceedings, including exemption from the production of the wire transfer and/or negotiated check in connection with origination of its purported loan.

3. On November 01, 2019, Plaintiff filed in the Bankruptcy Court of the Southern District of New York (Manhattan) a *Motion for Relief from the Automatic Stay to Allow Civil Litigation to Proceed* with respect to BNC Mortgage, Inc.¹

4. On January 14, 2020, hearing was held at the Bankruptcy Court in New York.

5. On January 21, 2020, the Bankruptcy Court entered an order denying Plaintiff's motion; however specifically ordered the Plan Administrator for BNC Mortgage, Inc. to:

"[C]onduct a search of documents in its possession for materials relating to the Loan and produce to [Plaintiff] any documents arising therefrom or, if no documents are located, provide confirmation to [Plaintiff] that the Plan Administrator was unable to locate documents after diligent inquiry. Specifically, the Plan Administrator's search should include a search for a form of *wire transfer* and/or *negotiated check* in connection with the origination of the loan".

6. On February 11, 2020, Plaintiff received written correspondence from the Plan Administrator for Defendant BNC Mortgage, Inc. who confirmed that: "*We were unable to*

¹ Case number 09-10137-sec as part of case number 08-13555-sec concerning Lehman Brothers Holdings, Inc.

1 *locate any documents that reflect a wire transfer or a negotiated check in connection with the*
2 *origination of the Loan.”²*

3 **DATED** this 12th day of February, 2020.

4
5 By: /s/ Tyrone K. Armstrong
6 TYRONE KEITH ARMSTRONG
7 3713 Brentcove Drive
8 North Las Vegas, Nevada 89031
9 Telephone: (702) 491-8426
10 Email: performanceoneautomotive@gmail.com
11 *Plaintiff Pro Se*
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28 ² Attached as Exhibit “1” - Confirmation letter.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 12th day of February, 2020, I served a true and correct copy of the foregoing *Status Report Re: Wire Transfer and/or Negotiated Check* via the Court designated electronic service and/or U.S. Mail, first class postage prepaid, addressed to the following:

HOUSER & ALLISON, APC
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.

WOLFE WYMAN, LLP
Colt B. Dodrill
11811 N. Tatum Ste. 3031
Phoenix, Arizona 85028
Email: cbdodrill@wolfewyman.com
Attorney for BNC Mortgage, Inc./LLC

FOX ROTHSCHILD, LLP
Mark J. Connot
1980 Festival Plaza Drive Ste. 700
Las Vegas, Nevada 89135
Email: mconnot@foxrothschild.com
Attorney for U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-B3

DATED this 12th day of February, 2020.

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”

From: Marcus, Jacqueline
jacqueline.marcus@weil.com
Subject: In re Lehman Brothers Holdings, Inc.
Date: Feb 11, 2020 at 2:18:11 PM
To: Tyrone Armstrong
performanceoneautomotive@gmail.com
Cc: Blechman, Eli Eli.Blechman@weil.com,
Akselrad, Michael
Michael.Akselrad@weil.com

In accordance with paragraph 3 of the Order Denying Motions of Tyrone Armstrong for (I) Leave to File Late Proof of Claim and (II) Relief From the Automatic Stay to Allow Civil Litigation to Proceed, dated January 21, 2020 (ECF No. 60377) (the "Order"), Lehman Brothers Holdings Inc., as Plan Administrator (the "Plan Administrator") conducted a search of documents in its possession for materials relating to the loan made to you by BNC Mortgage (the "Loan").

After diligent inquiry, the only documents that the Plan Administrator was able to locate were: (i) documents relating to the foreclosure action that was commenced in the Nevada court, and (ii) a document identified as "Loan Locator," which previously was provided to you. We were unable to locate any documents that reflect a wire transfer or a negotiated check in connection with the origination of the Loan. For your convenience, attached is a zip file that contains all of the documents the Plan Administrator was able to locate.

Having concluded the search of documents, the Plan Administrator has complied with its obligations to you under the terms of the Order.



Jacqueline Marcus

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, NY 10153
jacqueline.marcus@weil.com
+1 212 310 8130 Direct
+1 212 310 8007 Fax

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EXHIBIT 33



OFFER

TYRONE KEITH ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89031
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.; BNC MORTGAGE, INC.; DOES 1)		
through 20; and ROE BUSINESS)		
ENTITIES 1 through 20;)		
)		
Defendants.)		

OFFER OF JUDGMENT

TO: DEFENDANTS AND THEIR ATTORNEYS OF RECORD HEREIN:

Pursuant to NRCP 68, Plaintiff Pro Se TYRONE KEITH ARMSTRONG, offers to allow judgment to be entered in this case in Plaintiff's favor and against Defendants (i) U.S. BANK, NATIONAL ASSOCIATION as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3; (ii) OCWEN LOAN SERVICING, LLC; and (iii) PHH MORTGAGE CORPORATION, jointly and severally, in the total sum of Thirty-Five

1 Thousand Dollars (\$35,000.00), which amount includes taxable costs, interest and fees accrued
2 to date; and to further release or rescind lien and any and all claims related to the real property
3 commonly referred to as 3713 Brentcove Drive, North Las Vegas, Nevada.

4 It is intended that this Offer of Judgment be in the maximum amount of \$35,000.00, and
5 release or rescind lien and any and all claims related to the real property referenced hereinabove,
6 and that no further costs or attorney's fees are to be added to the \$35,000.00 and release or
7 rescind the lien, because the offer includes all costs and attorney's fees. *See Fleischer v. August,*
8 *103 Nev. 242, 737 P.2d 518 (1987).* This Offer of Judgment is made solely for the purposes
9 specified in NRCP 68 and is not to be construed either as an admission that Defendants U.S.
10 Bank, Ocwen and/or PHH are liable in this action, or that Plaintiff has suffered the damages
11 alleged. This Offer will expire fourteen (14) days after the date of its service upon said
12 Defendants.
13
14

15 **DATED** this 25th day of February, 2020.

16
17 By: /s/ Tyrone K. Armstrong
18 TYRONE KEITH ARMSTRONG
19 3713 Brentcove Drive
20 North Las Vegas, Nevada 89031
21 Telephone: (702) 491-8426
22 Email: performanceoneautomotive@gmail.com
23 *Plaintiff Pro Se*
24
25
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 25th day of February, 2020, I served a true and correct copy of the foregoing *Offer of Judgment* 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
Bldg. D, Ste. 210
Las Vegas, Nevada 89119
Email: jallison@houser-law.com

Attorney for:
Ocwen Loan Servicing, LLC;
PHH Mortgage Corporation;
Western Progressive-Nevada, Inc.

WOLFE WYMAN, LLP
Colt B. Dodrill
11811 N. Tatum Ste. 3031
Phoenix, Arizona 85028
Email: cbdodrill@wolfewyman.com
Attorney for *BNC Mortgage, Inc./LLC*

FOX ROTHSCHILD, LLP
Mark J. Connot
1980 Festival Plaza Drive Ste. 700
Las Vegas, Nevada 89135
Email: mconnot@foxrothschild.com
Attorney 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 34

1 MARK J. CONNOT (10010)
KEVIN M. SUTEHALL (9437)
2 LUCY C. CROW (15203)
FOX ROTHSCHILD LLP
3 1980 Festival Plaza Dr., Suite 700
Las Vegas, NV 89135
4 Telephone: (702) 262-6899
Facsimile: (702) 597-5503
5 mconnot@foxrothschild.com
ksutehall@foxrothschild.com
6 lcrow@foxrothschild.com
Attorneys for Defendant U.S. Bank National
7 *Association, as Trustee for Structured Asset Securities*
Corporation Mortgage Pass-Through Certificates,
8 *Series 2007-BC3*

9 **DISTRICT COURT**
10 **CLARK COUNTY, NEVADA**

11 TYRONE KEITH ARMSTRONG,

12 Plaintiff,

13 vs.

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

19 Defendants.

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

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2007-BC3'S RESPONSES TO
PLAINTIFF'S FIRST SET OF REQUESTS
TO DEFENDANTS FOR PRODUCTION
OF DOCUMENTS**

20
21 Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities
22 Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("US Bank Trust"), by and
23 through its attorneys of record, the law firm of Fox Rothschild LLP, hereby responds to Plaintiff
24 Tyrone Keith Armstrong's ("Plaintiff") Requests for Production of Documents as follows:

25 **DEFINITIONS**

26 The following definitions apply to US Bank Trust's responses and objections:

27 A. "Nondiscoverable/Irrelevant" - The request in question concerns a matter that is not
28 relevant to the subject matter of this litigation and is not reasonably calculated to lead to the

1 discovery of admissible evidence.

2 B. "Unduly burdensome" - The request in question seeks discovery which is unduly
3 burdensome or expensive, taking into account the needs of the case, limitations on the party's
4 resources, and the importance of the issues at stake in the litigation.

5 C. "Vague" - The request in question contains a word or phrase which is not adequately
6 defined, or the overall request is confusing or ambiguous, and US Bank Trust is unable to
7 reasonably ascertain what information or documents Plaintiff seeks in the request.

8 D. "Overly broad" - The request seeks information or documents beyond the scope of,
9 or beyond the time period relevant to, the subject matter of this litigation and, accordingly, seeks
10 information or documents which are nondiscoverable/irrelevant and is unduly burdensome.

11 **GENERAL OBJECTION**

12 US Bank Trust objects to Plaintiff's requests to the extent that they seek any information
13 that is protected by any absolute or qualified privilege or exemption, including, but not limited to,
14 the attorney-client privilege, the attorney work-product exemption, and the consulting-expert
15 exemption. US Bank Trust adopts by reference the foregoing objection and incorporates the
16 objection as if it was fully set forth in each of US Bank Trust's responses below.

17 US Bank Trust further objects to all of the requests that request information about BNC's
18 refinancing of Plaintiff's prior loan because US Bank Trust was not involved in that refinancing.
19 As Plaintiff is aware, US Bank Trust is the success-in-interest to BNC.

20 **INCORPORATION PRIOR PRODUCTIONS BY REFERENCE**

21 US Bank Trust incorporates by reference all documents previously produced by all parties to
22 this litigation and all documents which may be produced by the parties in the future.

23 **REQUESTS FOR PRODUCTION**

24 **REQUEST FOR PRODUCTION NO. 1:**

25 Any and all documents (including all electronically stored information) related to the
26 appraisal of the subject property as it relates to the mortgage recorded by BNC including, but not
27 limited to the identity of the appraiser and the Present Market Value of the subject property in the
28

1 amount of \$308,000, as indicated on the document identified as BNC Uniform Residential Loan
2 Application (see Bates No: PHH123, PHH129, and PHH482).

3 **RESPONSE TO REQUEST NO. 1:**

4 US Bank Trust, which did not originate the loan that is the subject of this request, is not in
5 possession, custody, or control of documents responsive to this request. US Bank Trust reserves the
6 right to supplement this response.

7 **REQUEST FOR PRODUCTION NO. 2:**

8 Any and all documents (including all electronically stored information) in your possession,
9 custody or control including, but not limited to negotiated checks and/or wire transfers in
10 connection with the "Payoff to Countrywide Home Loa[omitted]" for loan #69980212 in the
11 amount of \$225,101.27, as reflected on line 104 of the document identified as the BNC settlement
12 statement (see Bates No: PHH75 and PHH78); (also see Bates No: USBNA00279 and
13 USBNA00282).

14 **RESPONSE TO REQUEST NO. 2:**

15 US Bank Trust, which did not originate the loan that is the subject of this request, is not in
16 possession, custody, or control of documents responsive to this request. US Bank Trust reserves the
17 right to supplement this response.

18 **REQUEST FOR PRODUCTION NO. 3:**

19 Any and all documents (including all electronically stored information) in your possession,
20 custody or control including, but not limited to negotiated checks and/or wire transfers related to
21 payment in the amount of \$5,432.81 for "Cash to Borrower," as indicated on line 303 of the
22 document labeled as BNC settlement statement (see Bates No: PHH75); (also see Bates No:
23 USBNA00279).

24 **RESPONSE TO REQUEST NO. 3:**

25 US Bank Trust, which did not originate the loan that is the subject of this request, is not in
26 possession, custody, or control of documents responsive to this request. US Bank Trust reserves the
27 right to supplement this response.

1 **REQUEST FOR PRODUCTION NO. 4:**

2 Any and all documents (including all electronically stored information) in your possession,
3 custody or control including, but not limited to negotiated checks and/or wire transfers related to
4 payment in the amount of \$2,370.00 for "Broker Fee to Fidelity Home Loans," as indicated on line
5 811 of the document labeled as BNC settlement statement (see Bates No: PHH75); (also see Bates
6 No: USBNA00279)

7 **RESPONSE TO REQUEST NO. 4:**

8 US Bank Trust, which did not originate the loan that is the subject of this request, is not in
9 possession, custody, or control of documents responsive to this request. US Bank Trust reserves the
10 right to supplement this response.

11 **REQUEST FOR PRODUCTION NO. 5:**

12 Any and all documents (including all electronically stored information) in your possession,
13 custody or control relating to the unpaid balance in the amount of \$223,820.00 as reflected on the
14 document labeled as the BNC Uniform Residential Loan Application (see Bates No: PHH482).

15 **RESPONSE TO REQUEST NO. 5:**

16 US Bank Trust, which did not originate the loan that is the subject of this request, is not in
17 possession, custody, or control of documents responsive to this request. US Bank Trust reserves the
18 right to supplement this response.

19 **REQUEST FOR PRODUCTION NO. 6:**

20 Any and all documents in your possession, custody or control relating to the refinance
21 referenced in the Title Order Information Sheet (see Bates No: USBNA00183).

22 **RESPONSE TO REQUEST NO. 6:**

23 The file relating to Plaintiff's refinancing, including all documents in US Bank Trust's
24 possession, custody, or control, has been previously produced. See USBNA00001-00380.

25 **REQUEST FOR PRODUCTION NO. 7:**

26 Any and all documents (including all electronically stored information) in your possession,
27 custody or control relating to satisfaction of the first lien held be New Century Mortgage
28

Corporation/Countrywide Financial Corporation/ Bank of America in the amount of \$224,000.00 (see Bates No: USBNA00252).

RESPONSE TO REQUEST NO. 7:

See USBNA00279-282.

REQUEST FOR PRODUCTION NO. 8:

Any and all documents (including all electronically stored information) in your possession, custody or control relating to a title insurance claim concerning the property including, but not limited to the outcome of said claim and any benefit received by defendants or any other party (see Bates No: PHH252-PHH253).

RESPONSE TO REQUEST NO. 8:

US Bank Trust objects to this request as it seeks nondiscoverable/irrelevant information and it is vague. US Bank Trust further notes that it has, as required by NRCP 16.1(a)(1)(A)(v), produced an insurance policy, as Bates numbers USBNA00218-00251.

REQUEST FOR PRODUCTION NO. 9:

Any and all documents (including all electronically stored information) in your possession, custody or control relating to a reconveyance of deed concerning the subject property that was provided to BNC or defendants from New Century Mortgage Corporation, Countrywide Financial Corporation or Bank of America.

RESPONSE TO REQUEST NO. 9:

US Bank Trust objects to this request as it is vague. US Bank Trust further objects to this request as it was not a party to the New Century Mortgage Corporation/Countrywide Financial Corporation/Bank of America loan and/or lien referenced in the request. Subject to and without waiving said objections, US Bank Trust responds as follows: the Substitution of Trustee and Full Reconveyance that is apparently referenced in this request has been previously produced as USBNA00040-41.

REQUEST FOR PRODUCTION NO. 10:

Any and all documents from 2007 to present (including all electronically stored

1 information) in your possession, custody or control in connection with Defendants' request for a
2 lien release from New Century Mortgage Corporation/Countrywide Financial Corporation/Bank of
3 America as it relates to the subject property; and any and all responses from New Century Mortgage
4 Corporation/Countrywide Financial Corporation/Bank of America.

5 **RESPONSE TO REQUEST NO. 10:**

6 US Bank Trust objects to this request as it was not a party to the New Century Mortgage
7 Corporation/Countrywide Financial Corporation/Bank of America loan and/or lien referenced in the
8 request. Subject to that objection, US Bank Trust responds as follows: see documents previously
9 produced as USBNA00252-254 and 294, which appear to be responsive to this request although the
10 requests were made by parties other than US Bank Trust.

11 **REQUEST FOR PRODUCTION NO. 11:**

12 Inspection of the original BNC Settlement Statement related to the subject property to
13 occur in Las Vegas, Nevada, as relevant portions of the copy appear to be partially redacted and/or
14 altered (see Bates No: PHH75-PHH78); (also see Bates No: USBNA00279-USBNA00282).

15 **RESPONSE TO REQUEST NO. 11:**

16 This request is unclear and document previously produced as USBNA00279-282 does not
17 appear to have been redacted or altered, or if it has been redacted or altered, such redactions and/or
18 alterations were not made by US Bank Trust.

19 **REQUEST FOR PRODUCTION NO. 12:**

20 Inspection of the original BNC truth in lending disclosure statement related to the subject
21 property to occur in Las Vegas, Nevada, and any and all documents (including all electronically
22 stored information) in your possession, custody or control relating to why the signature block of the
23 purported applicant reflects "Can I see you tonight Armstrong" (see Bates No: PHH466).

24 **RESPONSE TO REQUEST NO. 12:**

25 US Bank Trust, which did not originate the BNC loan that is the subject of this request, is
26 not in possession, custody, or control of documents responsive to this request. US Bank Trust
27 reserves the right to supplement this response.

1 **REQUEST FOR PRODUCTION NO. 13:**

2 Any and all documents (including all electronically stored information) in your possession,
3 custody or control relating to the discrepancy of the telephone number of Mercury Transaction
4 Services which reflects a [720] Colorado area code on all documents and letterheads produced by
5 defendants, while displaying a physical address in Las Vegas, Nevada.

6 **RESPONSE TO REQUEST NO. 13:**

7 US Bank Trust objects to this request as it is unintelligible. US Bank Trust has no
8 knowledge about, or documents concerning, what phone number Mercury Transaction Services
9 used in 2007.

10 **REQUEST FOR PRODUCTION NO. 14:**

11 Any and all documents (including all electronically stored information) reflecting or
12 relating to the relationship between or among any of the defendants, including documents
13 reflecting co-ownership of corporations, partnership agreements, joint venture agreements,
14 communications reflecting transactions and/or all agreements between or among these individuals
15 or entities.

16 **RESPONSE TO REQUEST NO. 14:**

17 US Bank Trust objects to this request because the term “relationship between or among any
18 of the defendants” is overly broad. US Bank Trust further objects to this request as it seeks
19 nondiscoverable/irrelevant information. US Bank trust further objects to this request because the
20 term “co-ownership” is vague and ambiguous.

21 **REQUEST FOR PRODUCTION NO. 15:**

22 Any and all documents (including all electronically stored information) relating to any
23 judicial or administrative proceeding, public or private consumer protection agency or office, and
24 all customer complaints in which defendants were alleged to have made misrepresentations or
25 violated any consumer protection statutes, rules or regulations relating to mortgages or real estate
26 transactions.

1 **RESPONSE TO REQUEST NO. 15:**

2 US Bank Trust objects to this request as it seeks US nondiscoverable/irrelevant documents,
3 is overly broad, is unduly burdensome, and is meant to harass.

4 DATED this 23rd day of July, 2020.

5
6 **FOX ROTHSCHILD LLP**

7
8 /s/ Kevin M. Sutehall

9 MARK J. CONNOT (10010)

10 KEVIN M. SUTEHALL (9437)

11 LUCY C. CROW (15203)

12 1980 Festival Plaza Dr., Suite 700

13 Las Vegas, NV 89135

14 *Attorneys for Defendant U.S. Bank National*

15 *Association, as Trustee for Structured Asset*

16 *Securities Corporation Mortgage Pass-Through*

17 *Certificates, Series 2007-BC3*

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of FOX ROTHSCHILD LLP, and that on the 23rd day of July, 2020, I served a copy of the foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S RESPONSES TO PLAINTIFF'S FIRST SET OF REQUESTS TO DEFENDANTS FOR PRODUCTION OF DOCUMENTS** through the Court's electronic service system to the parties listed below:

Tyrone Keith Armstrong
3713 Brentcove Drive
North Las Vegas, NV 89032
performanceoneautomotive@gmail.com
Plaintiff Pro Se

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

/s/ Doreen Loffredo
An employee of Fox Rothschild LLP

1 **RSPN**
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 )	)	DEFENDANT PHH MORTGAGE
25 Corporation Mortgage Pass-Through )	)	CORPORATION'S RESPONSE TO
26 Certificates, Series 2007-BC3; OCWEN )	)	PLAINTIFF'S REQUEST FOR
27 LOAN SERVICING, LLC; PHH )	)	PRODUCTION OF DOCUMENTS, SET
28 MORTGAGE CORPORATION; WESTERN )	)	ONE
PROGRESSIVE-NEVADA, INC.; BNC))	
MORTGAGE, INC; DOES 1 through 20;))	
ROE BUSINESS ENTITIES 1 through 20,))	
)	
Defendants.)	

29 Pursuant to Rule 34 of the Nevada Rules of Civil Procedure, Defendant PHH
30 MORTGAGE CORPORATION, successor to OCWEN LOAN SERVICING, LLC ("Defendant"
31 or "Responding Party") responds to Plaintiff TYRONE KEITH ARMSTRONG's ("Plaintiff" or
32 "Propounding Party") First Set of Request for Production of Documents. Defendant WESTERN

1 PROGRESSIVE – NEVADA, INC. filed a Declaration of Non-Monetary Status on July 31,
2 2019.

3 **PRELIMINARY STATEMENT**

4 The below responses are made solely for the purpose of the above-captioned action.
5 Each response is subject to all objections as to competence, relevance, materiality, propriety,
6 admissibility and any and all other objections and grounds that could require the exclusion of any
7 document produced herein if presented in court, all of which objections and grounds may be
8 interposed herein-below or at the time of trial.
9

10 Responding Party may not have identified, received or reviewed any further documents,
11 and has not had opportunity to identify, interview or depose all persons and otherwise obtain all
12 information that may be relevant to the operative complaint in this action, including, without
13 limitation, discovery of Plaintiff and other or third parties. Responding Party has not completed
14 an investigation of the facts relating to this action, has not completed discovery and has not
15 completed preparation for trial. Accordingly, the following responses are based upon documents
16 and information received or known by Responding Party at this time.
17

18 Discovery is continuing and Responding Party, without obligating itself to do so, reserves
19 the right to (a) make subsequent revisions or amendments to this response based upon any
20 information, evidence, documents, facts and things that hereafter may be discovered, or the
21 relevance of which may be hereafter discovered; and/or (b) produce, introduce or rely on
22 additional or subsequently acquired or discovered writings, evidence and information, including
23 that by other parties, such as Defendant U.S. Bank National Association, as Trustee for
24 Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3,
25 at trial or in any pretrial proceedings held herein.
26

27 Responding Party incorporates this preliminary statement into each response below as if
28 fully set forth.

1 **RESPONSES TO REQUESTS FOR PRODUCTION**

2 **RESPONSE TO REQUEST NO. 1:**

3 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
4 documents from parties other than Responding Party and/or not in its possession, custody or
5 control, overbroad and unduly burdensome, available to Propounding Party at equal or lesser
6 expense. Subject to and without waiving the foregoing, Responding Party did not originate the
7 loan that is the subject of this request, documents were produced previously including those
8 stamped as PHH123,129 and 482, and documents responsive to this request, if any, are included
9 in the additional documents produced herewith stamped PHH541 to 11,899.
10

11 **RESPONSE TO REQUEST NO. 2:**

12 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
13 documents from parties other than Responding Party and not in its possession, custody or
14 control, overbroad and unduly burdensome, available to Propounding Party at equal or lesser
15 expense. Subject to and without waiving the foregoing, Responding Party did not originate the
16 loan that is the subject of this request, documents were produced previously including those
17 stamped as PHH75 and 78, and documents responsive to this request, if any, are included in the
18 additional documents produced herewith stamped PHH541 to 11,899.
19

20 **RESPONSE TO REQUEST NO. 3:**

21 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
22 documents from parties other than Responding Party and not in its possession, custody or
23 control, overbroad and unduly burdensome, available to Propounding Party at equal or lesser
24 expense. Subject to and without waiving the foregoing, Responding Party did not originate the
25 loan that is the subject of this request, documents were produced previously including those
26 stamped as PHH75, and documents responsive to this request, if any, are included in the
27 additional documents produced herewith stamped PHH541 to 11,899.
28

1 **RESPONSE TO REQUEST NO. 4:**

2 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
3 documents from parties other than Responding Party and not in its possession, custody or
4 control, overbroad and unduly burdensome, available to Propounding Party at equal or lesser
5 expense. Subject to and without waiving the foregoing, Responding Party did not originate the
6 loan that is the subject of this request, documents were produced previously including those
7 stamped as PHH75, and documents responsive to this request, if any, are included in the
8 additional documents produced herewith stamped PHH541 to 11,899.
9

10 **RESPONSE TO REQUEST NO. 5:**

11 Objection. Vague and ambiguous, calls for documents from parties other than
12 Responding Party and/or not in its possession, custody or control, overbroad and unduly
13 burdensome, available to Propounding Party at equal or lesser expense. Subject to and without
14 waiving the foregoing, Responding Party did not originate the loan that is the subject of this
15 request, documents were produced previously including those stamped as PHH482, and
16 documents responsive to this request, if any, are included in the additional documents produced
17 herewith stamped PHH541 to 11,899.
18

19 **RESPONSE TO REQUEST NO. 6:**

20 Objection. Vague and ambiguous, calls for documents from parties other than
21 Responding Party and/or not in its possession, custody or control, overbroad and unduly
22 burdensome, available to Propounding Party at equal or lesser expense. Subject to and without
23 waiving the foregoing, Responding Party did not originate the loan that is the subject of this
24 request, documents were produced previously, and documents responsive to this request are
25 included in the additional documents produced herewith stamped PHH541 to 11,899.
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1 **RESPONSE TO REQUEST NO. 7:**

2 Objection. Vague and ambiguous, calls for documents from parties other than
3 Responding Party and/or not in its possession, custody or control, overbroad and unduly
4 burdensome, available to Propounding Party at equal or lesser expense. Subject to and without
5 waiving the foregoing, documents were produced previously, and documents responsive to this
6 request are included in the additional documents produced herewith stamped PHH541 to 11,899.
7

8 **RESPONSE TO REQUEST NO. 8:**

9 Objection. Vague and ambiguous, calls for documents from parties other than
10 Responding Party and/or not in its possession, custody or control, overbroad and unduly
11 burdensome, available to Propounding Party at equal or lesser expense, calls for documents
12 subject to applicable privileges including that of attorney-client, work product, proprietary and/or
13 commercially sensitive information. Subject to and without waiving the foregoing, documents
14 were produced previously including those stamped as PHH252 to 253, documents responsive to
15 this request are included in the additional documents produced herewith stamped PHH541 to
16 11,899, and PHH11,900 et seq.
17

18 **RESPONSE TO REQUEST NO. 9:**

19 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
20 documents from parties other than Responding Party and/or not in its possession, custody or
21 control, overbroad and unduly burdensome, public record or available to Propounding Party at
22 equal or lesser expense. Subject to and without waiving the foregoing, Responding Party was
23 not a party to the New Century Mortgage Corporation/Countrywide Financial Corporation/Bank
24 of America loan and/or lien referenced in the request, documents were produced previously, and
25 documents responsive to this request, if any, are included in the additional documents produced
26 herewith stamped PHH541 to 11,899.
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1 **RESPONSE TO REQUEST NO. 10:**

2 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
3 documents from parties other than Responding Party and/or not in its possession, custody or
4 control, overbroad and unduly burdensome, available to Propounding Party at equal or lesser
5 expense. Subject to and without waiving the foregoing, Responding Party was not a party to the
6 New Century Mortgage Corporation/Countrywide Financial Corporation/Bank of America loan
7 and/or lien referenced in the request, documents were produced previously, and documents
8 responsive to this request, if any, are included in the additional documents produced herewith
9 stamped PHH541 to 11,899.
10

11 **RESPONSE TO REQUEST NO. 11:**

12 Objection. Unclear, vague and ambiguous, compound, conjunctive or disjunctive, calls
13 for documents from parties other than Responding Party and/or not in its possession, custody or
14 control, overbroad and unduly burdensome, available to Propounding Party at equal or lesser
15 expense, speculative or argumentative. NRS 52.245 states that duplicates are admissible to the
16 same extent as the original unless there is a genuine question raised as to authenticity. Subject to
17 and without waiving the foregoing, Responding Party did not originate the loan that is the subject
18 of this request, documents were produced previously including those stamped PHH75 to 78
19 which do not appear to have been redacted or altered, or otherwise any redactions or alterations
20 were not made by Responding Party, documents responsive to this request, if any, are included in
21 the additional documents produced herewith stamped PHH541 to 11,899, and Responding Party
22 is not in possession or did not locate an *original* of the BNC Settlement Statement requested.
23

24 **RESPONSE TO REQUEST NO. 12:**

25 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
26 documents from parties other than Responding Party and/or not in its possession, custody or
27 control, overbroad and unduly burdensome, available to Propounding Party at equal or lesser
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1 expense, speculative or argumentative. NRS 52.245 states that duplicates are admissible to the
2 same extent as the original unless there is a genuine question raised as to authenticity. Subject to
3 and without waiving the foregoing, Responding Party did not originate the loan that is the subject
4 of this request, documents were produced previously including those stamped PHH466 of which
5 any notation referenced in this request was not made by Responding party, documents responsive
6 to this request, if any, are included in the additional documents produced herewith stamped
7 PHH541 to 11,899, and Responding Party is not in possession or did not locate an *original* of the
8 BNC truth in lending disclosure statement requested.
9

10 **RESPONSE TO REQUEST NO. 13:**

11 Objection. Vague and ambiguous, unintelligible, compound, conjunctive or disjunctive,
12 calls for documents from parties other than Responding Party and/or not in its possession,
13 custody or control, overbroad and unduly burdensome, available to Propounding Party at equal
14 or lesser expense, speculative or argumentative. Subject to and without waiving the foregoing,
15 Responding Party lacks knowledge or specific documentation of what telephone number that
16 Mercury Transaction Services used in Colorado, Las Vegas, or in 2007, documents were
17 produced previously, and documents responsive to this request, if any, are included in the
18 additional documents produced herewith stamped PHH541 to 11,899.
19

20 **RESPONSE TO REQUEST NO. 14:**

21 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
22 documents from parties other than Responding Party, overbroad and unduly burdensome, not
23 relevant, public record or available to Propounding Party at equal or lesser expense, calls for
24 documents subject to applicable privileges including that of attorney-client, work product,
25 confidential, proprietary and/or commercially sensitive information. Subject to and without
26 waiving the foregoing, documents were previously produced and filed in this action, and further
27
28

1 documents responsive to this request, if any, are included in the additional documents produced
2 herewith stamped PHH541 to 11,899. No further documents will be produced.

3 **RESPONSE TO REQUEST NO. 15:**

4 Objection. Vague and ambiguous, compound, conjunctive or disjunctive, calls for
5 documents from parties other than Responding Party, overbroad and unduly burdensome, not
6 relevant and meant to harass, public record or available to Propounding Party at equal or lesser
7 expense, calls for documents subject to applicable restrictions from disclosure or privileges
8 including that of attorney-client, work product, confidential, proprietary, commercially sensitive
9 information, and or the *Gramm-Leach-Bliley Act*. 15 U.S.C §§ 6801 *et seq.* Subject to and
10 without waiving the foregoing, documents were previously produced, and documents are
11 included in the additional documents produced herewith stamped PHH541 to 11,899. No further
12 documents will be produced.
13
14

15
16 DATED: July 23, 2020

HOUSER LLP

17
18 /s/ Jeffrey S. Allison

Jeffrey S. Allison, Esq.

Attorneys for Defendants

19 PHH MORTGAGE CORPORATION; PHH
20 MORTGAGE CORPORATION, successor
21 to OCWEN LOAN SERVICING, LLC,
22 erroneously named; and WESTERN
23 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:

**DEFENDANT PHH MORTGAGE CORPORATION'S RESPONSE TO PLAINTIFF'S
REQUEST FOR PRODUCTION OF DOCUMENTS, SET ONE**

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

- ☒ **Electronic Service through E-Serve system or by E-Mail**
☒ **United States Mail, Postage Fully Prepaid**
☐ **Personal Service**
☐ **By Direct Email (as opposed to through the Electronic System)**
☐ **By Fax Transmission**
☐ **By Messenger**

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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: July 24, 2020

/s/ Jasmine Blanco
An employee of HOUSER LLP

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EXHIBIT 35

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

NATIONAL ALLIANCE TITLE COMPANY

Entity Number:

E0286402005-1

Entity Type:

Foreign Corporation (80)

Entity Status:

Permanently Revoked

Formation Date:

05/11/2005

NV Business ID:

NV20051307362

Termination Date:

Perpetual

Annual Report Due Date:

5/31/2008

Domicile Name:**Jurisdiction:**

California

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity:

.RESIGNED

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Non-Commercial Registered Agent

NV Business ID:

NV20091402243

Office or Position:**Jurisdiction:****Street Address:****Mailing Address:****Individual with Authority to Act:****Fictitious Website or Domain Name:****OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
President	JOHN J HARRITT	2809 S ST, SACRAMENTO, CA, 95816, USA	05/04/2007	Active
Secretary	DONNA L HEDEGUARD	2809 S ST, SACRAMENTO, CA, 95816, USA	05/04/2007	Active

Title	Name	Address	Last Updated	Status
Treasurer	EVELYN PRASAD	8060 SANTA TERESA BLVD, GILROY, CA, 95020, USA	05/04/2007	Active
Director	JOHN J HARRITT	2809 S ST, SACRAMENTO, CA, 95816, USA	05/04/2007	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

Class/Series	Type	Share Number	Value
--------------	------	--------------	-------

No records to view.

☐ Unlimited Foreign Entities Only

☐ No Stock Foreign Entities Only

Number of No Par Value Shares:

1000000

Total Authorized Capital:

1,000,000

[Filing History](#)

[Name History](#)

[Mergers/Conversions](#)

[Return to Search](#)

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20051223336016500

HELP

**Instrument
Number:** 20051223336016501

Search Results

Record Date: 12/23/2005
Book Type: FFN - FICTITIOUS FIRM NAMES
Instrument #: 20051223336016501

Number of Pages: 1
Doc Type: FFN - FFN
CERTIFICATE
Business Name: NATIONAL ALLIANCE TITLE COMPANY
Mailing Addr 1: 8060 SANTA
TERESA BLVD
Mailing Addr 2: STE 200
Mailing City: GILROY
Mailing State: CA
Mailing Zip: 95020
Owner Name: ALLIANCE TITLE COMPANY INC
ANDERSON, NY
HARRITT, JOHN
Expiration Date: 12/31/2010

ARM106

3555

R 000684

BUSINESS ENTITY AND MARK SEARCH RESULT

Name	Status	Filing Date	Type	NV Business ID	Entity Number	Mark Number	Actions
ALLIANCE TITLE COMPANY	Dissolved	02/27/2006	Domestic Corporation (78)	NV20061534239	E0157162006- 6		Manage this Business
ALLIANCE TITLE COMPANY L.L.C.	Revoked	01/05/2016	Domestic Limited- Liability Company (86)	NV20161006080	E0003852016- 6		Manage this Business
ALLIANCE TITLE GROUP INC.	Active	09/17/2015	Domestic Corporation (78)	NV20151553016	E0441132015- 9		Manage this Business

Page 1 of 1, records 1 to 3 of 3

[Return To Search](#)

ARM107

3556

R 000685

Clark County / Business License / BL Search

**Business License****Business License Detail Information**

License Number:	2000075.005
MJBL Number:	
Business:	National Alliance Title Company Ste#-100 2755 E Desert Inn Rd Las Vegas, NV 89121
Business Telephone:	(702) 862-2370
License Category:	Title/Abstract Company
Status:	Out of Business
Date of License:	03/28/2006
Out of Business Date:	12/01/2007
Business Owner(s)	
Ownership not displayed for inactive businesses.	

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Quick Look-up

Business License

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Clark County / Business License / BL Search

**Business License :****Business License Detail Information**

License Number:	2000076.005
MJBL Number:	
Business:	National Alliance Title Company Ste#-290 8337 W Sunset Rd Las Vegas, NV 89113
Business Telephone:	(702) 387-3620
License Category:	Title/Abstract Company
Status:	Out of Business
Date of License:	03/23/2006
Out of Business Date:	12/01/2007
Business Owner(s)	
Ownership not displayed for inactive businesses.	

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Quick Look-up

Business License

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Clark County / Business License / BL Search

**Business License :****Business License Detail Information**

License Number:	2000084.005
MJBL Number:	
Business:	National Alliance Title Company Ste 1 2860 E Flamingo Rd Las Vegas, NV 89121
Business Telephone:	(702) 732-2155
License Category:	Title/Abstract Company
Status:	Out of Business
Date of License:	01/25/2007
Out of Business Date:	12/01/2007
Business Owner(s)	
Ownership not displayed for inactive businesses.	

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Clark County / Business License / BL Search

**Business License :****Business License Detail Information**

License Number:	2000088.005
MJBL Number:	
Business:	National Alliance Title Company #150 8965 S Eastern Ave Las Vegas, NV 89123
Business Telephone:	(702) 942-2280
License Category:	Title/Abstract Company
Status:	Out of Business
Date of License:	04/06/2007
Out of Business Date:	08/05/2008
Business Owner(s)	
Ownership not displayed for inactive businesses.	

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Quick Look-up

Business License

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ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:** APPRAISAL 2000,
LLC**Entity Number:** LLC15893-2003**Entity Type:** Domestic Limited-
Liability Company (86)**Entity Status:** Permanently Revoked**Formation Date:** 10/16/2003**NV Business ID:** NV20031160787**Termination Date:** 10/16/2102**Annual Report Due Date:** 10/31/2008**Series LLC:** ☐**Restricted LLC:****REGISTERED AGENT INFORMATION****Name of Individual or
Legal Entity:** .RESIGNED**Status:** Active**CRA Agent
Entity Type:****Registered Agent Type:** Non-Commercial
Registered Agent**NV Business ID:** NV20091402243**Office or Position:**

Jurisdiction:**Street
Address:****Mailing
Address:****Individual
with
Authority to
Act:****Fictitious
Website or
Domain
Name:****OFFICER INFORMATION**☐ **VIEW HISTORICAL
DATA**

Title	Name	Address	Last Updated	Status
Manager	JOHN BRIAN MERZLOCK	2538 VERA CRUS CIRCLE, HENDERSON, NV, 89074, USA	10/02/2007	Active
Manager	CYDNEY L MERZLOCK	2538 VERA CRUS CIRCLE, HENDERSON, NV, 89074, USA	10/02/2007	Active

Page 1 of 1, records 1 to 2 of 2

[Filing History](#)[Name History](#)[Mergers/Conversions](#)[Return to Search](#)[Return to Results](#)

ARM117

3566

R 000695

ARM118

3567

R 000696

ENTITY INFORMATION**ENTITY INFORMATION**

Entity Name: FIDELITY HOME
LOAN
CORPORATION, INC.

Entity Number: C836-1980

Entity Type: Domestic Corporation
(78)

Entity Status: Permanently Revoked

Formation Date: 02/12/1980

NV Business ID: NV19801001329

Termination Date: Perpetual

Annual Report Due Date: 2/29/2008

REGISTERED AGENT INFORMATION

Name of Individual or Legal Entity: KARLTON
MANAGEMENT, INC.

Status: Active

CRA Agent Entity Type:

Registered Agent Type: Non-Commercial
Registered Agent

NV Business ID:

Office or Position:

Jurisdiction:

Street 2550 E. DESERT INN
Address: ROAD, #328, LAS
VEGAS, NV, 89121-
3611, USA

Mailing
Address:

Individual
with
Authority to
Act:

Fictitious
Website or
Domain
Name:

OFFICER INFORMATION

☐ **VIEW HISTORICAL
DATA**

Title	Name	Address	Last Updated	Status
President	FABIAN GOMEZ	2550 E DESERT INN RD STE 328, LAS VEGAS, NV, 891213611	03/01/2007	Active
Secretary	FABIAN GOMEZ	2755 E DESERT INN RD SUITE 270, LAS VEGAS, NV, 89121, USA	03/01/2007	Active
Treasurer	FABIAN GOMEZ	2550 E DESERT INN RD STE 328, LAS VEGAS, NV, 891213611	03/01/2007	Active
Director	FABIAN GOMEZ	2755 E DESERT INN RD SUITE 270, LAS VEGAS, NV, 89121, USA	03/01/2007	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

Class/Series	Type	Share Number	Value
	Authorized	2,000,000	0.001000000000

Page 1 of 1, records 1 to 1 of 1

Number of No Par Value 0
Shares:

Total Authorized Capital: 2,000

[Filing History](#)[Name History](#)[Mergers/Conversions](#)[Return to Search](#)[Return to Results](#)

ARM121

3570

R 000699

ENTITY INFORMATION**ENTITY INFORMATION****Entity Name:**

MERCURY TRANSACTION SERVICES, INC.

Entity Number:

E0006672005-4

Entity Type:

Foreign Corporation (80)

Entity Status:

Permanently Revoked

Formation Date:

02/02/2005

NV Business ID:

NV20051197272

Termination Date:

Perpetual

Annual Report Due Date:

2/29/2008

Domicile Name:**Jurisdiction:**

Colorado

REGISTERED AGENT INFORMATION**Name of Individual or Legal Entity:**

.RESIGNED

Status:

Active

CRA Agent Entity Type:**Registered Agent Type:**

Non-Commercial Registered Agent

NV Business ID:

NV20091402243

Office or Position:**Jurisdiction:****Street Address:****Mailing Address:****Individual with Authority to Act:****Fictitious Website or Domain Name:****OFFICER INFORMATION**☐ **VIEW HISTORICAL DATA**

Title	Name	Address	Last Updated	Status
President	GARY A REINDERS	6000 GREENWOOD PLAZA BLVD, #200, GREENWOOD VILLAGE, CO, 80111, USA	01/29/2007	Active

Title	Name	Address	Last Updated	Status
Secretary	DONN E WIESE JR	6000 GREENWOOD PLAZA BLVD, #200, GREENWOOD VILLAGE, CO, 80111, USA	01/29/2007	Active
Treasurer	DONN E WIESE JR	6000 GREENWOOD PLAZA BLVD, #200, GREENWOOD VILLAGE, CO, 80111, USA	01/29/2007	Active
Director	GARY A REINDERS	6000 GREENWOOD PLAZA BLVD, #200, GREENWOOD VILLAGE, CO, 80111, USA	01/29/2007	Active

Page 1 of 1, records 1 to 4 of 4

CURRENT SHARES

Class/Series	Type	Share Number	Value
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No records to view.

☐ Unlimited Foreign Entities Only☐ No Stock Foreign Entities Only

Number of No Par Value Shares:

1000

Total Authorized Capital:

1,000

[Filing History](#)[Name History](#)[Mergers/Conversions](#)[Return to Search](#)[Return to Results](#)

Business License Detail Information

License Number:	2000085.005
MJBL Number:	
Business:	Mercury Transaction Services, Inc. #102 265 E Warm Springs Rd Las Vegas, NV 89123
Business Telephone:	(702) 617-3494
License Category:	Title/Abstract Company
Status:	Out of Business
Date of License:	01/25/2007
Out of Business Date:	04/20/2009
Business Owner(s)	
Ownership not displayed for inactive businesses.	

[Return to Previous Page](#)
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Business License Detail Information

License Number:	2000070.005
MJBL Number:	
Business:	Mercury Transaction Services, Inc. Ste 249 8275 S Eastern Ave Las Vegas, NV 89123
Business Telephone:	(702) 938-0483
License Category:	Title/Abstract Company
Status:	Out of Business
Date of License:	01/30/2006
Out of Business Date:	01/29/2007
Business Owner(s)	
Ownership not displayed for inactive businesses.	

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EXHIBIT 36

Loan Number: 69980212
Statement Period: 12/2004 - 08/2020
Date Prepared: 08/13/2020

Property Address:
3713 BRENTCOVE DR
NORTH LAS VEGAS, NV 89032

Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
Beginning Balance										
05/12/2005	INT ESCROW SETUP	360.76	04/2005	223,999.46	.00	360.76	.00	.00	.00	.00
05/16/2005	REGULAR PAYMENT	1,401.82	05/2005	223,999.46	1,213.33	188.49	.00	.00	.00	.00
05/16/2005	MISC. POSTING	.18	05/2005	223,999.28	.00	549.25	.00	.00	.00	.00
05/24/2005	REGULAR PAYMENT	1,401.82	06/2005	223,999.28	1,213.33	188.49	.00	.00	.00	.00
06/03/2005	PAYMENT REVERSAL	-1,401.82	05/2005	223,999.28	-1,213.33	737.74	.00	.00	.00	.00
06/06/2005	REGULAR PAYMENT	1,401.82	06/2005	223,999.28	1,213.33	188.49	.00	.00	.00	.00
07/11/2005	REGULAR PAYMENT	1,401.82	07/2005	223,999.28	1,213.33	926.23	.00	.00	.00	.00
07/11/2005	MISC. POSTING	.18	07/2005	223,999.10	.00	926.23	.00	.00	.00	.00
08/11/2005	REGULAR PAYMENT	1,434.40	08/2005	223,999.10	1,213.33	221.07	.00	.00	.00	.00
08/11/2005	MISC. POSTING	65.60	08/2005	223,933.50	.00	1,147.30	.00	.00	.00	.00
08/11/2005	COUNTY TAX PMT	-434.10	08/2005	223,933.50	.00	713.20	.00	.00	.00	.00
09/08/2005	REGULAR PAYMENT	1,434.16	09/2005	223,933.50	1,213.09	221.07	.00	.00	.00	.00
09/08/2005	MISC. POSTING	10.84	09/2005	223,922.66	.00	934.27	.00	.00	.00	.00
09/29/2005	COUNTY TAX PMT	-434.10	09/2005	223,922.66	.00	500.17	.00	.00	.00	.00
10/12/2005	REGULAR PAYMENT	1,434.00	10/2005	223,922.66	1,212.93	221.07	.00	.00	.00	.00
11/14/2005	REGULAR PAYMENT	1,433.98	11/2005	223,922.66	1,212.91	221.07	.00	.00	.00	.00

Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
11/14/2005	MISC. POSTING	.02	11/2005	223,922.64	.00	942.31	.00	.00	.00	.00
12/14/2005	REGULAR PAYMENT	1,427.16	12/2005	223,922.64	1,212.92	214.24	.00	.00	.00	.00
12/14/2005	MISC. POSTING	.84	12/2005	223,921.80	.00	1,156.55	.00	.00	.00	.00
12/16/2005	HAZARD INS PMT	-615.23	12/2005	223,921.80	.00	1,156.55	.00	.00	.00	.00
12/23/2005	COUNTY TAX PMT	-434.10	12/2005	223,921.80	.00	541.32	.00	.00	.00	.00
01/13/2006	REGULAR PAYMENT	1,427.16	01/2006	223,921.80	1,212.92	-434.10	.00	.00	.00	.00
02/10/2006	REGULAR PAYMENT	1,427.16	02/2006	223,921.79	1,212.91	107.22	.00	.00	.00	.00
02/10/2006	MISC. POSTING	.84	02/2006	223,920.95	.00	214.24	.00	.00	.00	.00
02/28/2006	COUNTY TAX PMT	-434.10	02/2006	223,920.95	.00	321.46	.00	.00	.00	.00
03/16/2006	REGULAR PAYMENT	1,427.14	03/2006	223,920.95	1,212.90	214.24	.00	.00	.00	.00
03/16/2006	MISC. POSTING	100.00	03/2006	223,820.95	.00	315.84	.00	.00	.00	.00
04/13/2006	REGULAR PAYMENT	1,426.87	04/2006	223,820.95	1,212.63	.00	.00	.00	.00	.00
05/11/2006	REGULAR PAYMENT	1,426.60	05/2006	223,820.95	1,212.36	214.24	.00	.00	.00	.00
06/12/2006	REGULAR PAYMENT	1,426.60	06/2006	223,820.95	1,212.36	744.32	.00	.00	.00	.00
07/10/2006	REGULAR PAYMENT	1,426.60	07/2006	223,820.95	1,212.36	958.56	.00	.00	.00	.00
07/31/2006	COUNTY TAX PMT	-447.13	07/2006	223,820.95	.00	214.24	.00	.00	.00	.00
08/10/2006	REGULAR PAYMENT	1,426.60	08/2006	223,820.95	1,212.36	1,172.80	.00	.00	.00	.00
09/11/2006	REGULAR PAYMENT	1,426.60	09/2006	223,820.95	1,212.36	-447.13	.00	.00	.00	.00
						725.67	.00	.00	.00	.00
						214.24	.00	.00	.00	.00
						939.91	.00	.00	.00	.00
						214.24	.00	.00	.00	.00
						1,154.15	.00	.00	.00	.00

Transaction Date	Description	Total Payment	PMT/MO	Principal Balance	Interest	Escrow Balance	Optional	Buydown	Late Charges Total	Unapplied Total
09/27/2006	COUNTY TAX PMT	-447.12	09/2006	223,820.95	.00	-447.12	.00	.00	.00	.00
10/09/2006	REGULAR PAYMENT	1,426.60	10/2006	223,820.95	1,212.36	214.24	.00	.00	.00	.00
11/10/2006	REGULAR PAYMENT	1,426.60	11/2006	223,820.95	1,212.36	214.24	.00	.00	.00	.00
12/11/2006	REGULAR PAYMENT	1,422.00	12/2006	223,820.95	1,212.36	209.64	.00	.00	.00	.00
12/15/2006	HAZARD INS PMT	-653.46	12/2006	223,820.95	.00	-653.46	.00	.00	.00	.00
12/22/2006	COUNTY TAX PMT	-447.12	12/2006	223,820.95	.00	-447.12	.00	.00	.00	.00
01/12/2007	REGULAR PAYMENT	1,422.85	01/2007	223,820.95	1,212.36	210.49	.00	.00	.00	.00
01/25/2007	PAYOFF	224,998.31	01/2007	223,820.95	1,177.36	455.06	.00	.00	.00	.00
02/07/2007	PAYOFF ESC REFUND	-455.06	01/2007	.00	.00	-455.06	.00	.00	.00	.00

Fee Transaction Activity (12/2004 - 08/2020)

No fee transaction for the time period.

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EXHIBIT 37



1 **RTRAN**

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5 **DISTRICT COURT**
6 **CLARK COUNTY, NEVADA**

7 **TYRONE ARMSTRONG,**
8 **Plaintiff,**

CASE NO: A-19-796941-C

DEPT. 18

9 **vs.**

10 **US BANK NATIONAL**
11 **ASSOCIATION, ET AL.,**
12 **Defendants.**

13 **BEFORE THE HONORABLE ERIN LEE TRUMAN, DISCOVERY COMMISSIONER**
14 **THURSDAY, DECEMBER 17, 2020**

15 ***RECORDER'S PARTIAL TRANSCRIPT OF HEARING RE:***
16 ***ALL PENDING MOTIONS***

17 **[Heard via Bluejeans Videoconference/Audio]**

18 **APPEARANCES:**

19 **For the Plaintiff:**

TYRONE K. ARMSTRONG,
Appearing Pro Se

21 **For the Defendant PHH/Ocwen:**

JEFFREY S. ALLISON, ESQ.

23 **For the Defendant US Bank:**

KEVIN M. SUTEHALL, ESQ.

24
25 **RECORDED BY: FRANCESCA HAAK, COURT RECORDER**

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Las Vegas, Nevada; Thursday, December 17, 2020

* * *

[Proceeding commenced at 10:15:15 a.m.]

[Partial transcript begins at 10:24:13 a.m.]

MR. SUTEHALL: ...so his recollection, his memory, as a result of the brain injury is absolutely probative of facts at issue throughout his complaint, but primarily, and most predominantly, his recollection of what occurred in January 2007 when he says absolutely, without any reservation, that he did not appear at a closing and sign these documents on which his name appears repeatedly and that was, you know, witnessed by a signature of a notary.

DISCOVERY COMMISSIONER: Has the notary been deposed?

MR. SUTEHALL: The notary has not been deposed, Your Honor.

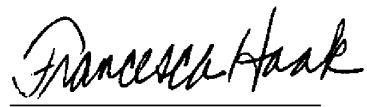
DISCOVERY COMMISSIONER: Okay.

[Partial transcription concludes at 10:24:44 a.m.]

[Proceeding concluded at 10:37:39 a.m.]

* * * * *

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio-video recording of this partial proceeding in the above-entitled case.



FRANCESCA HAAK
Court Recorder/Transcriber



RSPN
MARK J. CONNOT (10010)
KEVIN M. SUTEHALL (9437)
FOX ROTHSCHILD LLP
1980 Festival Plaza Dr., Suite 700
Las Vegas, NV 89135
Telephone: (702) 262-6899
Facsimile: (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*

DISTRICT COURT
CLARK COUNTY, NEVADA

TYRONE KEITH ARMSTRONG,
Plaintiff,

vs.

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

Defendants.

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

**DEFENDANT U.S. BANK NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET SECURITIES
CORPORATION MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-
BC3'S RESPONSE TO PLAINTIFF'S
OCTOBER 20, 2020 MOTION FOR
PARTIAL SUMMARY JUDGMENT; AND
JOINDER TO PHH/OCWEN OPPOSITION
TO PLAINTIFF'S MOTION AND
AMENDED MOTION FOR PARTIAL
SUMMARY JUDGMENT;
COUNTERMOTION FOR SUMMARY
JUDGMENT**

DATE OF HEARING: MAY 12, 2021
TIME OF HEARING: 10:00 A.M.

AND RELATED COUNTERCLAIM

Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank Trust"), responds to Plaintiff Tyrone K. Armstrong's ("Plaintiff's") Motion for Partial Summary Judgment, filed on October 20, 2020 (the "Motion"). The Motion was based on the claims and allegations in Plaintiff's Complaint, filed on June 19, 2019 (the "Complaint"). After Plaintiff filed the Motion,

1 he moved to amend the Complaint, and Plaintiff's First Amended Complaint ("FAC") was filed on
2 February 27, 2021. See FAC, on file. The FAC substantially revised both the facts and claims
3 that Plaintiff alleges in this action. Accordingly, the Motion is moot in that it was based on a
4 superseded operative pleading, the Complaint.

5 Without proper leave of the Court, Plaintiff filed his "Amended Motion for Partial
6 Summary Judgment" on April 5, 2021 (the "Amended Motion"). To avoid adding to the number
7 of briefs which the Court will be asked to review, and pursuant to EDCR 2.20, U.S. Bank Trust
8 will file its substantive response to the Amended Motion in the ordinary course, by or before April
9 19, 2021. U.S. Bank Trust's response will address the factual allegations and legal assertions in
10 the Amended Motion.

11 U.S. Bank Trust further joins the Opposition to Plaintiff's Motion and Amended Motion
12 for Partial Summary Judgment; Countermotion for Summary Judgment, filed on April 14, 2021 by
13 Defendants, PHH Mortgage Corporation and Ocwen Loan Servicing.

14 The within response should not be construed as U.S. Bank Trust's admission of any fact or
15 claim asserted by Plaintiff in the Motion, which is denied in its entirety.

16 DATED this 14th day of April, 2021.

17 **FOX ROTHSCHILD LLP**

18
19 /s/ Kevin M. Sutehall
20 MARK J. CONNOT (10010)
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25 *Association, as Trustee for Structured Asset*
26 *Securities Corporation Mortgage Pass-Through*
27 *Certificates, Series 2007-BC3*
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fox Rothschild LLP, and that on the 14th day of April, 2021, I served a copy of the foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S RESPONSE TO PLAINTIFF'S OCTOBER 20, 2020 MOTION FOR PARTIAL SUMMARY JUDGMENT; AND JOINDER TO PHH/OCWEN OPPOSITION TO PLAINTIFF'S MOTION AND AMENDED MOTION FOR PARTIAL SUMMARY JUDGMENT; COUNTERMOTION FOR SUMMARY JUDGMENT** through the Court's electronic service system to the parties listed below:

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

/s/ Doreen Loffredo
An employee of Fox Rothschild LLP