

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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RESPONDENTS' JOINT APPENDIX
VOLUME 5 – (R 000965-R 001213)

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

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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:

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BY ELECTRONIC TRANSMISSION:

Tyrone Keith Armstrong
performanceautomotive@gmail.com

DATED this 28th day of March, 2022.

/s/ Kevin M. Sutehall

Kevin M. Sutehall

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicant(s) should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower <i>Tyrone Armstrong</i>		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for: <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):		Agency/Case Number	
<input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		Lender Case Number	
Amount \$ 237,000	Interest Rate 6.099 %	No. of Months 600/800	Amortization Type: <input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain):
		<input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):	
II. PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address (street, city, state, & ZIP)			No. of Units
3713 BRENT COVE DR, North Las Vegas, NV 89032 County: Clark			1
Legal Description of Subject Property (attach description if necessary)			Year Built
SEE PRELIMS			1988
Purpose of Loan <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):		Property will be: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent			
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot
			(b) Cost of Improvements
			Total (a+b)
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance
1998	\$	224,000	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
Title will be held in what Name(s)		Manner in which Title will be held	
TYRONE ARMSTRONG		Single men	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (lease expiration date)	
Equity from Subject Property			
III. BORROWER INFORMATION			
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)	
TYRONE ARMSTRONG			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
254-31-8278	702-631-4968	10/06/1962	12
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. ages	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower) no. ages
Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent 8 No. Yrs.	Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
3713 BRENT COVE DR			
North Las Vegas, NV 89032			
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address	
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer KNOCK OUT AUTO SALES 6320 MOUNTAIN VISTA Henderson, NV 89014	<input type="checkbox"/> Self Employed	Yrs. on this job # yrs(s) & mth(s) Yrs. employed in this line of work/profession 10	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job Yrs. employed in this line of work/profession
Position/Title/Type of Business OWNER	Business Phone (incl. area code) 702-431-5443		Position/Title/Type of Business	Business Phone (incl. area code)	
If employed in current position for less than two years or if currently employed in more than one position, complete the following:					
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expenses	Present	Proposed
Base Empl. Income*	\$ 10,000.00	\$	\$ 10,000.00	Rent	\$	
Overtime				First Mortgage (P&I)	1,241.00	\$ 1,204.68
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	87.00	87.00
Dividends/Interest				Real Estate Taxes	117.00	117.00
Net Rental Income				Mortgage Insurance		
Other (please complete, see the notes in "Disclose Other Income," below)				Homeowner Assn. Dues		
				Other:		
Total	\$ 10,000.00	\$	\$ 10,000.00	Total	\$ 1,425.00	\$ 1,398.66

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.
 Disclose Other Income: **Notes:** Alimony, child support, or separate maintenance income need not be reported if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

BC	Monthly Amount
	\$

Jan. 16. 2007 6:35PM

No. 5062 P. 19

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be truthfully and fairly presented on a combined basis. Otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also.

Completed ☒ Jointly ☐ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		Monthly Payment & Months Left to Pay	Unpaid Balance	
Description		\$	Name and address of Company				
Cash deposit toward purchases held by:		\$	COUNTRYWIDE HOME LOANS	\$ Payment/Months	\$		
List checking and savings accounts below			Acct. no. 58990212	* (1,425)		223,820	
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$		
Acct. no.	\$		BK OF AMERICA				
Name and address of Bank, S&L, or Credit Union			Acct. no. 58201000180000	284		27,882	
Acct. no.	\$		Name and address of Company	\$ Payment/Months	\$		
Name and address of Bank, S&L, or Credit Union			BANK OF AMERICA				
Acct. no.	\$		Acct. no. 442710301167	187		7,488	
Name and address of Bank, S&L, or Credit Union			Name and address of Company	\$ Payment/Months	\$		
Acct. no.	\$		CITI				
Stocks & Bonds (Company name/number description)	\$		Acct. no. 542418079811	110		3,888	
Life Insurance not cash value	\$		Name and address of Company	\$ Payment/Months	\$		
Face amount \$			DISCOVER SVCS				
Subtotal Liquid Assets	\$		Acct. no. 601100924551	72		2,900	
Real estate owned (enter market value from schedule of real estate owned)	\$	308,000	Name and address of Company	\$ Payment/Months	\$		
Vested interest in retirement fund	\$		WELLS FARGO BANK				
Net worth of business(es) owned (attach financial statement)	\$		Acct. no. 448642011928	88		3,871	
Automobiles owned (make and year)	\$		Alimony/Child Support/Separate Maintenance Payments Owed to:	\$			
1998 MERCEDES SL 500	10,000		Job-Related Expense (child care, union dues, etc.)	\$			
2002 JAGUAR XTYPE	21,000		Total Monthly Payments	\$	555		
2002 ESCALADE	24,000						
Other Assets (itemize)	\$	100,000					
PERSONAL PROPERTY							
Total Assets a.	\$	483,000	Net Worth (a minus b)	\$	120,838	Total Liabilities b.	\$
Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)							
Property Address (enter S if sold, FS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
9719 BRENT COVE DR North Las Vegas, NV 89032	SFR	\$ 308,000	\$ 223,820	\$	\$ 1,425	\$ INC	\$
Totals		\$ 308,000	\$ 223,820	\$	\$ 1,425	\$	\$
List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):							
Alternate Name		Creditor Name		Account Number			

Famly Med Form 1003 07/05
CALYA Form Loanapp.fm 06/05

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Borrower TH
Co-Borrower

Credits Med Form 55 07/05

PHH477

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R 000967

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS	
a. Purchase price	\$	If you answer "Yes" in any questions a through i, please use continuation sheet for explanation.	
b. Alterations, improvements, repairs			
c. Land (if acquired separately)			
d. Refinance (incl. debts to be paid off)	228,000.00	a. Are there any outstanding judgments against you?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
e. Estimated prepaid items	1,787.88	b. Have you been declared bankrupt within the past 7 years?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
f. Estimated closing costs	5,895.80	c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
g. PMI, MIP, Funding Fee		d. Are you a party to a lawsuit?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
h. Discount (if Borrower will pay)		e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
i. Total costs (add items a through h)	232,382.28	(This would include such loans as home mortgage loans, 604 loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or cash advance. If "Yes," provide details including date, name and address of lender, PIA or VA loan number, if any, and reason for the action.)	
j. Subordinate financing		f. Are you presently delinquent or in default on any Federal, state or any other loan, mortgage, financial obligation, bond, or loan guarantee?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
k. Borrower's closing costs paid by Seller		g. Are you obligated to pay alimony, child support, or separate maintenance?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
l. Other Credits (explain)		h. Is any part of the down payment borrowed?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	237,000.00	i. Are you a co-maker or endorser on a note?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
n. PMI, MIP, Funding Fee financed		j. Are you a U.S. citizen?	Borrower: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
o. Loan amount (add m & n)	237,000.00	k. Are you a permanent resident alien?	Borrower: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
p. Cash from/to Borrower (subtotal), k, l & o from i)	-4,837.72	l. Do you intend to occupy the property as your primary residence?	Borrower: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
		If "Yes," complete questions below.	
		m. Have you had an ownership interest in a property in the last three years?	Borrower: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Co-Borrower: Yes <input type="checkbox"/> No <input type="checkbox"/>
		(1) What type of property did you own? (select all that apply): <input type="checkbox"/> Single-family residence (FR) <input type="checkbox"/> Second home (SH), or investment property (IP)? <input type="checkbox"/> Other: _____ (2) How did you hold title to the home? (select all that apply): <input type="checkbox"/> Solely by yourself (S) <input type="checkbox"/> Jointly with your spouse (SP), or jointly with another person (JP)? <input type="checkbox"/> Other: _____	

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's agent or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be occupied for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application; and I am obligated to attend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns have made any representation or warranty, express or implied, to the Lender regarding the property or the conditions or value of the property; and (11) my execution of this application as an "electronic record" containing my "electronic signature" as those terms are defined in applicable federal and/or state laws (including audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Authorization. Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature: X [Signature] Date: 11-20-06 Co-Borrower's Signature: _____ Date: _____

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one category. If you do not furnish ethnicity, race, or sex, under Federal regulations, this Lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosure satisfies all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER <input type="checkbox"/> I do not wish to furnish this information		CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information	
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Race: <input type="checkbox"/> American Indian or Alaska Native <input checked="" type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> White	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White
Sex: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female		Sex: <input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	

To be Completed by Interviewer This application was taken by: <input checked="" type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type) OSCAR GOMEZ Interviewer's Signature <u>[Signature]</u> Date 11/20/06 Interviewer's Phone Number (incl. area code) 702-734-8600	Name and Address of Interviewer's Employer FIDELITY HOME LOAN 2755 E. DEBERT INN RD SUITE 270 Las Vegas, NV 89121 (P) 702-592-1783 (F) 702-547-6557
--	---	--

Jan. 16. 2007 6:36PM

No. 5062 P. 21

Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower:
TYRONE ARMSTRONG

Agency Case Number:

Co-Borrower:

Lender Case Number:

VI. ASSETS AND LIABILITIES				
ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company CHASE	\$ Payt./Moa.	\$
Acct. no.	IS	Acct. No. 8480924760271798	91	2,866
Name and address of Bank, S&L, or Credit Union		Name and address of Company WASH MUTUAL/PROVIDIAN	\$ Payt./Moa.	\$
Acct. no.	IS	Acct. No. 1000970620	62	1,837
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa.	\$
Acct. no.	IS	Acct. No.	\$ Payt./Moa.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa.	\$
Acct. no.	IS	Acct. No.	\$ Payt./Moa.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa.	\$
Acct. no.	IS	Acct. No.	\$ Payt./Moa.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moa.	\$
Acct. no.	IS	Acct. No.	\$ Payt./Moa.	\$

We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:

Date

Co-Borrower's Signature:

Date

Tyrone Armstrong
Fannie Mae Form 1003 07/05
CALVA Form 1003 Lnapdast.fm 6/05

11-20-06

Page 6 of 6

Fannie Mae Form 66 07/05

PHH479

29

3945

R 000969

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Co-Borrower	
I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USCA/RTA <input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
Amount \$	Interest Rate	No. of Months	Amortization Type
237,000	5.000%	600 Mo	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> ARM (type): <input type="checkbox"/> GPM <input type="checkbox"/> Other (explain):
II. PROPERTY INFORMATION AND PURPOSE OF LOAN			
Subject Property Address (street, city, state, & ZIP)			No. of Units
3713 BRENT COVE DR. North Las Vegas, NV 89032 County: Clark			1
Legal Description of Subject Property (attach description if necessary)			Year Built
SEE PARLINGS			1998
Purpose of Loan		Property will be:	
<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):		<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment	
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot
			(b) Cost of Improvements
			Total (a+b)
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance
1998		224,000	No Cash-Out/Other
Title will be held in what Name(s)		Manner in which title will be held	
TYRONE ARMSTRONG		Single man	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		Estate will be held in:	
Equity from Subject Property		<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Life Estate (show expiration date)	
III. BORROWER INFORMATION			
Borrower		Co-Borrower	
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)	
TYRONE ARMSTRONG			
Social Security Number	Home Phone (not area code)	DOB (mm/dd/yyyy)	Yrs. School
351-51-9278	702-631-4805	10/08/1962	12
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower) no. ages	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower) no. ages
Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
3713 BRENT COVE DR	8 No. Yrs.		
North Las Vegas, NV 89032			
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address	
If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer KNOCK OUT AUTO SALES 6100 MOUNTAIN VISTA Henderson, NV 89014	<input type="checkbox"/> Self Employed	Yrs. on this job 4 yrs(s) & mth(s) Yrs. employed in this line of work/profession 10	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on this job Yrs. employed in this line of work/profession
Position/Title/Type of Business OWNER	Business Phone (incl. area code) 702-461-3443		Position/Title/Type of Business	Business Phone (incl. area code)	
If employed in current position for less than two years or if currently employed in more than one position, complete the following:					
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)
		Monthly Income \$			Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)	

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 10,000.00	\$	\$ 10,000.00	Rent	\$	\$
Overtime				First Mortgage (P&I)	1,241.00	1,204.58
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	97.00	97.00
Dividends/Interest				Real Estate Taxes	117.00	117.00
Net Rental Income				Mortgage Insurance		
Other before exemptions (see the notes to "Gross Monthly Income" below)				Homeowner Assoc. Dues		
				Other		
Total	\$ 10,000.00	\$	\$ 10,000.00	Total	\$ 1,428.00	\$ 1,388.58

* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Disclose Other Income: Notice: Alimony, child support, or separate mortgage income need not be revealed if the Borrower (B) or Co-Borrower (C) does not disclose to have it considered for repaying this loan.

B/O	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This statement and any schedule supporting schedules may be completed jointly by borrower and unsecured co-borrower if their assets and liabilities are substantially joint so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate statements and schedules are required. If the Co-Borrower Section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also.

Completed ☒ Jointly ☐ Not Jointly

ASSETS		LIABILITIES			
Description	Cash or Market Value	Name and address of Company	Monthly Payment & Months Left to Pay	Unpaid Balance	
Cash deposit (award purchase held by:	\$				
LIABILITIES					
List checking and savings accounts below		Name and address of Company	Monthly Payment & Months Left to Pay	Unpaid Balance	
Name and address of Bank, S&L, or Credit Union		COUNTRYWIDE HOME LOANS	\$ Payment/Months	\$	
Acct. no.	\$	Acct. no. 89902212	* (1,428)	223,820	
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$	
		BN OF AMERICA			
Acct. no.	\$	Acct. no. 6820100192003	284	27,892	
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$	
		BANK OF AMERICA			
Acct. no.	\$	Acct. no. 442710301187	187	7,480	
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payment/Months	\$	
		CITI			
Acct. no.	\$	Acct. no. 542418078511	110	3,098	
Stocks & Bonds (Company name/number description)	\$	Name and address of Company	\$ Payment/Months	\$	
		DISCOVER SVCS			
Life Insurance (net cash value)	\$	Acct. no. 901180924881	72	2,800	
Face amount \$	\$	Name and address of Company	\$ Payment/Months	\$	
Subtotal Liquid Assets	\$	WELLS FARGO BANK			
Real estate owned (enter market value from schedule of real estate owned)	\$ 308,000				
Veried interest in retirement fund	\$	Acct. no. 443542011820	89	3,871	
Net worth of business(es) owned (enter financial statement)	\$	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$		
Automobiles owned (make and year)	\$	Job-Related Expense (child care, union dues, etc.)	\$		
1998 MERCEDES SL 500	10,000				
2002 JAGUAR XTYPE	21,000				
2002 ESCALADE	24,000				
Other Assets (describe)	\$				
PERSONAL PROPERTY	100,000				
		Total Monthly Payments	\$ 645		
Total Assets a.	\$ 403,000	Net Worth (a-b-c-d-e)	\$ 190,936	Total Liabilities b.	\$ 273,063

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

Property Address (enter if it sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgage & Liens	Gross Rental Income	Mortgage Payments	Insurance, Taxes & Misc.	Net Rental Income
3718 BRENT COVE DR North Las Vegas, NV 89032	RFR	\$ 308,000	\$ 223,820	\$	\$ 1,428	\$ INC	\$
Totals		\$ 308,000	\$ 223,820	\$	\$ 1,428	\$	\$

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name

Creditor Name

Account Number

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS	
a. Purchase price	\$	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.	
b. Alterations, improvements, repairs			
c. Land (if acquired separately)			
d. Refinance (incl. debts to be paid off)	229,000.00		
e. Estimated prepaid items	1,787.88		
f. Estimated closing costs	5,905.00		
g. PMI, MIP, Funding Fee			
h. Discount (if Borrower will pay)			
i. Total costs (add items a through h)	243,342.26		
j. Subordinate financing			
k. Borrower's closing costs paid by Seller			
l. Other Credits (explain)			
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	227,000.00		
n. PMI, MIP, Funding Fee financed			
o. Loan amount (add m & n)	227,000.00		
p. Cash funds Borrower (subject), k, l & o from	4,637.73		

IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's agent or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in this application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that any payments on the Loan become delinquent, to the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that I may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns have made any representation or warranty, express or implied, to the Lender regarding the property or the condition or value of the property and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and state laws (including state and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Additional Acknowledgment: Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or remedy any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature: [Signature] Date: 11-20-06 Co-Borrower's Signature: _____ Date: _____

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate upon the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not wish to furnish this information, please check the box below. (Lender must review the above information to ensure that the disclosures satisfy all requirements in which the lender is subject under applicable state law for the particular type of loan applied for.)

Borrower		Co-Borrower	
<input type="checkbox"/> I do not wish to furnish this information		<input type="checkbox"/> I do not wish to furnish this information	
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input checked="" type="checkbox"/> Black or African American	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Black or African American
Sex:	<input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	Sex:	<input type="checkbox"/> Female <input checked="" type="checkbox"/> Male
To be Completed by Interviewer: This application was taken by: <input checked="" type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet		Interviewer's Name (print or type): <u>OSCAR DOMIER</u> Interviewer's Signature: <u>[Signature]</u> Date: <u>11/20/11</u> Interviewer's Phone Number (incl. area code): <u>762-794-8883</u>	
Name and Address of Interviewer's Employer: <u>FIDELITY HOME LOAN</u> <u>2755 N. CIEBERT INN RD SUITE 470</u> <u>Las Vegas, NV 89131</u> (P) 702-492-4781 (F) 702-847-8887			

JAN-18-2007 15:47
VER. 10.0 2007 01/18/07

KEITH HATFIELD

P.24

Continuation Sheet/Residential Loan Application		
Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark S for Borrower or C for Co-Borrower.	Borrower: TYRONE ARMSTRONG	Agency Case Number:
	Co-Borrower:	Lender Case Number:

VI. ASSETS AND LIABILITIES				
ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moe.	\$
		CHASE		
Acct. no.	S	Acct. No. 8490924790271798	81	2,695
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moe.	\$
		WASH MUTUAL/PROVIDIAN		
Acct. no.	S	Acct. No. 1000876820	62	1,537
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moe.	\$
Acct. no.	S	Acct. No.	\$ Payt./Moe.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moe.	\$
Acct. no.	S	Acct. No.	\$ Payt./Moe.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moe.	\$
Acct. no.	S	Acct. No.	\$ Payt./Moe.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moe.	\$
Acct. no.	S	Acct. No.	\$ Payt./Moe.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Moe.	\$

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: X <i>Tyrone Armstrong</i>	Date: 11-20-06	Co-Borrower's Signature:	Date:
Provide Use Form 1003 07/03 CALIF. Form 1003 Lhasa@aol.com 9/03	Page 6 of 6	Provide Use Form 65 07/03	

TOTAL P.24

PHH464

EXHIBIT 5

EXHIBIT 5

A. U.S. GOVERNMENT OF HONOLULU AND URBAN DEVELOPMENT

SETTLEMENT STATEMENT

National Alliance Title Company
2460 Paseo Verde Pkwy # 100
Henderson, NV 89074

B. TYPE OF LOAN		UNIT NO. 2502-0285
1. <input type="checkbox"/> FHA	2. <input checked="" type="checkbox"/> FIMA	3. <input type="checkbox"/> CONV. UNINS.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	
6. BORROWER FILE NUMBER: 21006643-916 TR1		7. LOAN NUMBER: LAS011562
8. MORTGAGE INSURANCE CASE NUMBER:		

ESTIMATED - Figures subject to change

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "P.O.C." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BORROWER: Tyrone K. Armstrong

ADDRESS OF BORROWER: 3713 Brent Cove Dr.
North Las Vegas, NV 89032

G. NAME OF SELLER:

ADDRESS OF SELLER:

F. NAME OF LENDER: BNC Mortgage, Inc.
ADDRESS OF LENDER: 1901 Main Street,
Irvine, Ca 92614

G. PROPERTY LOCATION: 3713 Brent Cove Dr.
North Las Vegas, NV 89032
Clark 130-08-217-009

H. SETTLEMENT AGENT: National Alliance Title Company
PLACE OF SETTLEMENT: 2460 Paseo Verde Pkwy # 100, Henderson, NV 89074

I. SETTLEMENT DATE: 01/23/2007 PRORATION DATE: 01/23/2007 FUNDING DATE:

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement charges to Borrower (line 1400)	6,466.92	403.	
104. Payoff to Countrywide Home Loe	225,101.27	404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due from borrower:	231,567.19	420. Gross Amount Due to Seller	
200. Amounts Paid by or in behalf of Borrower:		500. Reductions in Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	237,000.00	502. Settlement charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/Town Taxes		510. City/Town Taxes	
211. County Taxes		511. County Taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	237,000.00	520. Total Reductions in Amount Due Seller	
300. Cash at Settlement from/to Borrower:		600. Cash at Settlement to/from Seller:	
301. Gross amount due from Borrower (line 120)	231,567.19	601. Gross amount due to Seller (line 420)	
302. Less amount paid by/for Borrower (line 220)	237,000.00	602. Less reductions in amount due Seller (line 52)	
303. Cash TO Borrower:	5,432.81	603. Cash TO/FROM Seller:	0.00

PHH455

L. SETTLEMENT CHARGES:		
700. Total Sales/Broker's Commission:		
Based on Price \$		
Division of Commission (line 700) follows:		
701. \$	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
702. \$		
\$		
703. Commission paid at settlement		
704.		
800. Items Payable in Connection With Loan:		
801. Loan Origination Fee % to BNC Mortgage, Inc.	899.00	
802. Loan Discount Fee		
803. Appraisal Fee to BNC Mortgage, Inc.	50.00	
804. Credit Report		
805. Lenders Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
808. Tax Service Fee to Transamerica Real Est. Tax		
809. Application fee to BNC Mortgage, Inc.	84.00	
810.	845.00	
811. Broker Fee to Fidelity Home Loans		
812. Flood Cert to First American Flood Data	2,370.00	
800. Items Required By Lender To Be Paid In Advance:	17.00	
901. Interest from 01/24/07 to 02/01/07 @ \$42.13/day (9 days)	337.04	
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904.		
905.		
1000. Reserves Deposited With Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1006.		
1007.		
1008. Aggregate Adjustment months @ \$		
1100. Title Charges:		
1101. Settlement or closing fee to National Alliance Title Company	150.00	
1102. Abstract or title search		
1103. Title examination		
1104. Title insurance binder		
1105. Document preparation		
1106. Notary Fees		
1107. Attorney's Fees		
(includes above item numbers:)		
1108. Title Insurance		
(includes above item numbers:)		
1109. Lender's coverage \$ 237,000.00 to National Alliance Title Company, as coordinator for MTS	1,066.75	
1110. Owner's Coverage		
1111. Endorsements # to National Alliance Title Company	50.00	
1112.		
1113. Wire Processing to National Alliance Title Company	35.00	
1114. Reconveyance Fee to National Alliance Title Company	30.00	
1116. Fed-Ex to National Alliance Title Company	25.00	
1200. Government Recording and Transfer Charges		
1201. Recording Fees: Deeds Mortgage & Release \$	60.00	
1202. City/County tax/stamps		
1203. State tax/stamps		
1204. City Transfer Tax		
1205. County Transfer Tax		
1206.		
1207.		
1300. Additional Settlement Charges:		
1301. Survey		
1302. Pest Inspection		
1303.		
1304.		
1305.		
1306. Property Taxes to Clark County Treasurer	447.13	
1307.		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	6,465.92	0.00

PHH456

BREAKDOWN OF NEW LOANS		
Description	Buyer Amount	Seller Amount
BNC Mortgage, Inc., 1901 Main Street, Irvine, Ca 92614, Loan# LAS011562	237,000.00	
Total of New Loans.	237,000.00	

PH487

38

BREAKDOWN OF PAYOFF ON HUD line 40:

Payoff to: Countrywide Home Loans
5401 N. Beach St.

Loan #: 88980212

Fort Worth, TX 76137

Description	Amount
Principal Balance	225,101.27
Total Payoff	225,101.27

Total as shown on HUD line #104.

225,101.27

PHH488

EXHIBIT 6

EXHIBIT 6



LOAN DISBURSEMENT INSTRUCTIONS

BNC Mortgage, Inc.	
To: <u>LEHMAN BROTHERS</u>	From: <u>BNC MORTGAGE</u>
<u>101 HUDSON ST</u>	<u>1901 Main Street</u>
<u>JERSEY CITY, NJ 07302</u>	<u>Irvine, CA 92614</u>
App. No.: <u>LAS011562</u>	Loan No.: <u>LAS011562</u>
Borrower: <u>TYRONE K. ARMSTRONG</u>	Funding Date: <u>January 24, 2007</u>
Borrower:	Loan Amount: <u>237,000.00</u>
Address: <u>3713 BRENTCOVE DR</u>	City: <u>NORTH LAS VEGAS, NV 89032</u>

1. Title Insurance Company	Wire Amount:	235,662.96
Bank Name : <u>CENTENNIAL BANK</u> ABA Routing No.: <u>107006981</u>		
City / State : <u>ENGLEWOOD, CO</u>		
Credit to Account Name : _____ ABA Routing No.: _____		
Credit to Account No.: _____		
Futher Credit to : <u>NATIONAL ALLIANCE TITLE COMPAN</u> Futher Credit to Acct. No.: <u>2400723</u>		
Phone Number : _____ Reference : <u>21008643-915</u>		
Attn : <u>Closer</u>		

2. Loan Servicer	Wire Amount:	421.04
Chase Home Finance LLC		
Wire consists of the following:		
	<u>337.04</u>	Prepaid Interest
		Total Impounds
	<u>84.00</u>	Tax Service
		MERS Registration

3. BNC Origination Fees	Wire Amount:	916.00
Yield Spread Premium: <u>0.00</u>		

4. Loan Information	
Interest Rate: <u>6.400</u>	Margin: <u>4.950</u>
Credit Rating Risk: <u>AAA</u>	LTV: <u>76.95</u>
Property Value for LTV: <u>308,000.00</u>	Term: <u>360</u> Maturity Date: <u>02/01/2037</u>
Kind: <u>2/28 YR ARM 5YR INT ONLY</u>	Program: <u>EZQ (STATED INCOME)</u>
TRW Fico: <u>685</u>	P&I: <u>1,264.00</u>

Approved for Disbursement	
BNC Funder: <u>Frank Moallittle</u>	Date: <u>01/24/2007</u>
BNC Representative: _____	Date: <u>01/24/2007</u>



PHH1617



WIRE ITEMIZATION AND LOAN FEE DISBURSEMENT

To: NATIONAL ALLIANCE TITLE _____ Date of Wire: January 24, 2007
Attention: TRINA _____ Loan Number: LAS011562
Borrower: TYRONE K. ARMSTRONG _____ App. Number: LAS011562
Loan Amount: 237,000.00

DO NOT DISBURSE FUNDS PRIOR TO 01/24/2007

\$235,662.96 has been wired to the Title Company to be disbursed on the above referenced loan.

The following fees are to be paid by the Closing Agent to the referenced broker upon proof of recording.

(808)	2,370.00	Mortgage Broker Points
(809)		Processing Fee
(803)	50.00	Appraisal Fee
(804)		Credit Report Fee
(813)		Administration Fee
(1305)		Courier Fee
(817)		
(1311)		
(1312)		
(1313)	845.00	APPLICATION FEE
(1303)		*Lender-Paid Mortgage Broker Fee
	3,265.00	Total Mortgage Broker Fee to: FIDELITY HOME LOAN CORP

*In addition to the loan proceeds we are wiring _____ to be paid to the broker. This represents a fee in addition to the loan fees specified above paid by the Lender to the Mortgage Broker for services, goods and/or facilities rendered or furnished. This fee must be disclosed on the final settlement statement in the 800 series as paid to the Mortgage Broker and marked "(P.O.C.)".

The following items have been retained by BNC Mortgage, Inc. representing the Lender's Fees and the Servicer's allocations:

(801)		Lender's Discount Points
(811)		Underwriting Fee
(1204)		NY Mortgage Tax
(1304)		MERS Registration Fee
(1307)		Funding Fee
(810)	84.00	Tax Service Fee
(815)	17.00	Flood Certification Fee
(812)		CPL Fee
(1308)	899.00	ORIGINATION FEE
(1309)		
(1310)		
(901)	337.04	Prepaid Interest Calculated at 42.13 per day for 8 days
(1001)		Hazard Insurance Impounds per month at 0 months
(1006)		Impounds per month at 0 months
(1004)		County Tax Impounds per month at 0 months
(1008)		Total Impound 0.00 per month at 0 months
(1007)		Aggregate Adjustment
	1,337.04	Total Amount Retained by BNC Mortgage Inc.

If you have any questions please call: Frank Moalittle
Phone Number: 949-260-6480
Fax Number: 949-260-6045

Sant

IMPORTANT NOTICE: PLEASE FAX OR MAIL A CERTIFIED COPY OF THE FINAL HUD-1 SETTLEMENT STATEMENT WITHIN 24 HOURS OF CLOSING TO:

Q.A. SHIPPING DEPARTMENT
PO BOX 16426
IRVINE, CA 92623-6426
FAX # (866) 471-6067



FUNDING7
12/00/2005 SH



PHH1818

Final Conditional Loan Approval Modified Approval Date:

Date: 01/24/2007 Application No.: LAS011562 Borrower: TYRONE K. ARMSTRONG Co-Borrower: _____ Property Address: 3713 BRENTCOVE DR City, State, Zip: NORTH LAS VEGAS, NV 89032 Broker/Correspondent: FIDELITY HOME LOAN CORP				Broker No.: 11023 Agent Name: NICOLE SORIA Agent Phone: (702) 227-3603 Program: EZQ (STATED INCOME) Occupancy: OWNER-OCCUPIED Purpose: REFI-CASH OUT Property Type: PUD			
Risk Grade	Start Rate	Margin	Index	Pre-Pay Penalty	Approval Expires	OK to order Does	
AAA	6.400	4.950	LIBOR	YES 2.0 Year	02/06/2007	YES	
Loan Amount	LTV	CLTV	Review Value	Purchase Price	Kind	Loan Term	
237,000.00	76.948	76.948	308,000.00	0.00	228 YR ARM 5YR INT ONLY	360 00685M	
Fees to BNC Mortgage, Inc.				Fees to Correspondent/Broker			
Points: _____ Yield Spread Premium: _____ Underwriting Fee: _____ CPL Fee: _____ Funding Fee: _____ Tax Service Fee: 84.00 Flood Certification: 17.00 ORIGINATION 899.00 NY Mortgage Tax: _____ Total Fees 1,000.00				Points: 1.00000% 2,370.00 Processing Fee: _____ Appraisal: 50.00 <input type="checkbox"/> Appraisal fee to be paid to appraiser <input type="checkbox"/> Appraisal fee to be paid to broker Administration: _____ Courier: _____ APPLICATION 845.00 Total Fees 3,265.00			
<small>This approval is subject to all federal, state and local laws in effect at time of funding. BNC does not originate High Cost or Section 32 loans. Approvals issued via Automated Underwriting are subject to review and acceptance by BNC underwriter upon submission of the complete loan file. BNC Mortgage, Inc. reserves the right to void, change or modify this approval up to and including disbursement of the loan request; and retains the right to verify all information and documentation contained in, or pertaining to, the subject loan file, at its sole discretion.</small>							
<small>LOSS PAYEE CLAUSE: BNC MORTGAGE, INC.: ISAOA, P.O. BOX 19656, IRVINE, CA 92623-9656</small>							

Underwriting Conditions

D is for Prior to Doc and *F* is for Prior to Funding.

BROKER CONDITIONS:

BNC INTERNAL CONDITIONS:

Borrower: _____ Signature _____
 Co-Borrower: _____ Signature _____
 Acknowledged & Agreed: _____ Broker Signature _____ Date: _____
 UWA/NEWG.off - 10 - SWALTERS LAS011562

Conditions continued:

Conditional Loan Approval

BROKER CONDITIONS:

csa01/17/07 1008 D Copy of invoice(s) for third party appraisal fee(s) charged to the borrower
csa01/17/07 8001 D Appraisal with Color Photos (original & signed by appraiser)
csa01/18/07 9002 D 1003 to show loan officer's full name.
csa01/23/07 1001 F Final 1003 (rev. 7/05) - all sections completed & signed/dated by all parties:
csa01/23/07 2001 F Demand(s) on all mtgs. to be paid thru escrow/closing showing currently delinquent no more than allowed for grade:
csa01/23/07 2004 F Mortgage history paid 0x30 last 12 months
swa01/24/07 3004 F All applicable debts to be paid through closing, see Debts to be Paid Off sheet
csa01/16/07 4014 F Proof of self employment for 2 years, with tie-in to borrower(s)
swa01/23/07 7019 F Orig. Hazard Insurance policy/binder from acceptable carrier, with proof premium is paid in full
swa01/24/07 7024 F HUD-1 Settlement Statement used for closing (certified copy)

TITLE/ESCROW CONDITIONS:

csa01/16/07 7006 D Preliminary Title Report with 12-months chain of title within 90 days at closing
swa01/24/07 7001 F Transaction-specific closing protection letter from title underwriter
swa01/24/07 7022 F Property taxes to be paid current

BNC INTERNAL CONDITIONS:

nor01/17/07 3001 D BNC QA to clear any hits reflected on Branch Review checklist; if no hits, BNC UW to verify and sign off.
csa01/16/07 7004 D Flood cert to be ordered by BNC
swa01/24/07 1007 F Broker/Correspondent must be approved by Lender for the property state
fno01/22/07 1011 F All original documents prior to funding
csa01/23/07 4029 F Verbal verification of employment satisfactory to BNC
fno01/22/07 4030 F Certificate of Stated Income Loan to be signed by borrower(s)
csa01/17/07 8002 F Appraisal Review completed by BNC designated reviewer
csa01/17/07 8004 F All Appraisal Review conditions to be met (if any) and Appraiser to be approved by BNC.

Borrower: _____
SignatureCo-Borrower: _____
SignatureAcknowledged & Agreed: _____
Broker Signature

Date: _____

PHH1820
LAS011562

Date: 01/23/2007 LTV: 76.948

Loan Agent: NICOLE SORIA

Borrowers: TYRONE K. ARMSTRONG

Address: 3713 BRENTCOVE DR

City, State, Zip: NORTH LAS VEGAS, NV 89032

Broker: FIDELITY HOME LOAN CORP

Contact: OSCAR

Phone No.: (702) 734-5600

Fax No.: (702) 732-9346

Funder: Frank Moallitele

Funder's Phone Number: 949-260-6480

Funder's Fax Number: 949-260-6045

Branch: LAS VEGAS

Application No.: LAS011562

Final Approval Exp. Date: 01/18/2007

Purpose: REFI-CASH OUT

Rescission from: _____ to _____

Loan Amount: 237,000.00

Docs Expiration Date: _____

OUTSTANDING UNDERWRITING CONDITIONS:

Date: 01/23/2007

Effective the above date, the following are CONDITIONS STILL NEEDED PRIOR TO FUNDING.

~~B F Broker/Salesperson must be approved by Lender for the property state~~~~H F All applicable debts to be paid through closing, see Debts to be Paid Off sheet~~~~1F Transaction-specific closing protection letter from title underwriter~~~~5F Property taxes to be paid current~~~~6F HUD-1 Settlement Statement used for closing (certified copy)~~

ADDITIONAL CONDITIONS: [] (SEE ATTACHED PAGE 2)

OUTSTANDING FUNDING CONDITIONS:

~~3 BNC BRANCH TO PROVIDE UPDATED PHONE CERT~~~~4 TITLE TO PROVIDE CLOSING PROTECTION LETTER AND WIRE INST~~~~6 BORR TO PROVIDE A LETTER IN HIS HANDWRITING STATING THAT THEY WERE AWARE OF THE CHANGE~~~~7 MADE TO THE DATES ON THE RIGHT TO CANCEL AND JUST NEGLECTED TO INITIAL THE CHANGES~~~~8 THAT WERE MADE IN FRONT OF HIM. HE MUST STATE THAT HE IS AWARE THAT HIS RESCISSION PERIOD~~~~9 IS 1/18/07 THRU 1/22/07.~~~~10 TITLE TO PROVIDE LEGIBLE COPY OF BORR ID~~~~11 BUYERS HUD NEEDED~~

APPRAISAL CONDITIONS

PLEASE SEND ALL CONDITIONS TO FUNDING DEPT. Attention: Frank Moallitele

STATUS

CONDITIONS ARE SUBJECT TO REVIEW AND FINAL APPROVAL BY BNC MORTGAGE, INC.

Escrow Co.: NATIONAL ALLIANCE TITLE

Phone No.: (702)938-4600

No.: _____

Officer: TRINA

Fax No.: (702)938-4624

PHH1022

Date: 01/22/2007 LTV: 76.948

Loan Agent: NICOLE SORIA

Borrowers: TYRONE K. ARMSTRONG

Address: 3713 BRENTCOVE DR

City, State, Zip: NORTH LAS VEGAS, NV 89032

Broker: FIDELITY HOME LOAN CORP

Contact: OSCAR

Phone No.: (702) 734-5600

Fax No.: (702) 732-9346

Funder: Frank Moaliteale

Funder's Phone Number: 949-260-6480

Funder's Fax Number: 949-260-6045

Branch: LAS VEGAS

Application No.: LAS011562

Final Approval Exp. Date: 01/18/2007

Purpose: REFI-CASH OUT

Rescission from: _____ to _____

Loan Amount: 237,000.00

Docs Expiration Date: _____

OUTSTANDING UNDERWRITING CONDITIONS:

Date: 01/22/2007

Effective the above date, the following are CONDITIONS STILL NEEDED PRIOR TO FUNDING.

A ~~F~~ Final 1003 (rev. 7/05) - all sections completed & signed/dated by all parties:B ~~F~~ Broker/Correspondent must be approved by Lender for the property stateE ~~F~~ Demand(s) on all migs. to be paid thru escrow/closing showing currently delinquent no more than allowed for grade:F ~~F~~ Mortgage history paid 0x30 last 12 monthsH ~~F~~ All applicable debts to be paid through closing, see Debts to be Paid Off sheetJ ~~F~~ Verbal verification of employment satisfactory to BNC1F ~~Transaction-specific closing protection letter from title underwriter~~4F ~~Orig. Hazard Insurance policy/binder from acceptable carrier, with proof premium is paid in full~~5F ~~Property taxes to be paid current~~6F ~~HUD-1 Settlement Statement used for closing (certified copy)~~10F ~~Datedown prelin if loan does not fund by 2/12/07.~~

ADDITIONAL CONDITIONS: [] (SEE ATTACHED PAGE 2)

OUTSTANDING FUNDING CONDITIONS:

2 ~~FINAL TYPED 1003 SIGNED AND DATED AT CLOSE BY BORR AND INTERVIEWER~~3 ~~BNC BRANCH TO PROVIDE UPDATED PHONE CERT~~4 ~~TITLE TO PROVIDE CLOSING PROTECTION LETTER AND WIRE INST~~5 ~~HAZARD POLICY NEEDED~~6 ~~BORR TO PROVIDE A LETTER IN HIS HANDWRITING STATING THAT THEY WERE AWARE OF THE CHANGE~~7 ~~MADE TO THE DATES ON THE RIGHT TO CANCEL AND JUST NEGLECTED TO INITIAL THE CHANGES~~8 ~~THAT WERE MADE IN FRONT OF HIM. HE MUST STATE THAT HE IS AWARE THAT HIS RESCISSION PERIOD~~9 ~~IS 1/18/07 THRU 1/22/07.~~10 ~~TITLE TO PROVIDE LEGIBLE COPY OF BORR ID~~11 ~~BUYERS HUD NEEDED~~

APPRAISAL CONDITIONS

PLEASE SEND ALL CONDITIONS TO FUNDING DEPT. Attention: Frank Moaliteale

STATUS

CONDITIONS ARE SUBJECT TO REVIEW AND FINAL APPROVAL BY BNC MORTGAGE, INC.

Escrow Co.: NATIONAL ALLIANCE TITLE

Phone No.: (702)938-4600

No.: _____

Officer: TRINA

Fax No.: (702)938-4624

PHH1623

bncmortgage.inc

www.bncmortgage.com

Las Vegas Branch

Tel. (702) 227-3603 Fax. (702) 362-5547

3360 W. Sahara Avenue, Ste. 260

Las Vegas, NV 89102

**Final
Conditional Loan Approval
Modified Approval Date:**

Date: 01/18/2007				Broker No. 11023			
Application No.: LAS011562				Agent Name: NICOLE SORIA			
Borrower: TYRONE ARMSTRONG				Agent Phone: (702) 227-3603			
Co-Borrower:				Program: EZQ (STATED INCOME)			
Property Address: 3713 BRENT COVE DR				Occupancy: OWNER-OCCUPIED			
City, State, Zip: NORTH LAS VEGAS, NV 89032				Purpose: REFI-CASH OUT			
Broker/Correspondent: FIDELITY HOME LOAN CORP				Property Type: PUD			
Risk Grade	Start Rate	Margin	Index	Pre-Pay Penalty	Approval Expires	OK to order Docs	
AAA	6.400	4.950	LIBOR	YES 2.0 Year	02/06/2007	YES	
Loan Amount	LTV	CLTV	Review Value	Purchase Price	Kind	Loan Term	
237,000.00	76.948	76.948	308,000.00	0.00	2/28 YR ARM 5YR INT ONLY	360 00685M	
Fees to BNC Mortgage, Inc.				Fees to Correspondent/Broker			
Points:				Points: 1.00000% 2,370.00			
Yield Spread Premium:				Processing Fee:			
Underwriting Fee:				Appraisal: 50.00 <input type="checkbox"/> Appraisal fee to be paid to appraiser			
CPL Fee:				<input type="checkbox"/> Appraisal fee to be paid to broker			
Funding Fee:				Administration:			
Tax Service Fee: 84.00				Courier:			
Flood Certification: 17.00							
ORIGINATION 899.00							
NY Mortgage Tax:				845.00			
Total Fees 1,000.00				Total Fees 3,265.00			

This approval is subject to all federal, state and local laws in effect at time of funding. BNC does not originate High Cost (Section 32) loans. Approvals issued via Automated Underwriting are subject to review and acceptance by BNC underwriter upon submission of the complete loan file. BNC Mortgage, Inc. reserves the right to void, change or modify this approval up to and including denial of the loan request; and retains the right to verify all information and documentation contained in, or pertaining to, the subject loan file, at its sole discretion. BNC requires all original

LOSS PAYEE CLAUSE: BNC MORTGAGE, INC.; ISAOA, P.O. BOX 19656, IRVINE, CA 92623-9656

Underwriting Conditions

"D" is for Prior to Doc and "P" is for Prior to Funding.

BROKER CONDITIONS:

- 1001 F Final 1003 (rev. 7/05) - all sections completed & signed/dated by all parties:
 2001 F Demand(s) on all mtgs. to be paid thru escrow/closing showing currently delinquent no more than allowed for grade:
 2004 F Mortgage history paid 0x30 last 12 months
 3004 F All applicable debts to be paid through closing, see Debts to be Paid Off sheet
 7019 F Orig. Hazard Insurance policy/binder from acceptable carrier, with proof premium is paid in full
 7024 F HUD-1 Settlement Statement used for closing (certified copy)
 9001 F Datedown prelim if loan does not fund by 2/12/07.

TITLE/ESCROW CONDITIONS:

- 7001 F Transaction-specific closing protection letter from title underwriter
 7022 F Property taxes to be paid current

BNC INTERNAL CONDITIONS:

- 1007 F Broker/Correspondent must be approved by Lender for the property state
 1011 F All original documents prior to funding
 4029 F Verbal verification of employment satisfactory to BNC
 4030 F Certificate of Stated Income Loan to be signed by borrower(s)

Please review, sign & date

Borrower: _____ Signature: _____ Co-Borrower: _____ Signature: _____
 Acknowledged & Agreed: _____ Date: _____
 Broker Signature: _____
 UWAPNEWG.aff - 5 - CSARRIS
 BHM1023
 LAS011562

Loan No.: LAS011562
 Borrower: TYRONE ARMSTRONG
 Prop Addr.: 3713 BRENT COVE DR , NORTH LAS VEGAS, NV 89032

BNC Mortgage, Inc.
Pricing Worksheet

Program Type EZQ (STATED) Risk Grade AAA LTV 76.95
 Rate Sheet Date 12/26/2006 Rate FICO 685 Date 01/18/2007
 Kind 2/28 YR ARM 5YR INT ONLY Qualifying FICO 685 Sub. Date 01/11/2007

<u>Sub Prime</u>		<u>Rate</u>	<u>Margin</u>	<u>Points</u>	<u>BP</u>	
Initial Start:		6.900	4.950	0.000		
Yield Spread Points				0.000		
-.25 Rate For Loan Amt 200,001 - 650K	X	-0.250	0.000	0.000	0.000	CSARRIS
*- Rate for Loan Agent Special	X	-0.300	0.000	0.000	0.000	CSARRIS
.25 Rate For Interest Only	X	0.250	0.000	0.000	0.000	CSARRIS
*Pricing Exception	X	-0.200	0.000	0.000	0.000	MABUHAJA

TOTAL:	6.400	4.950	0.000**	0.000
			0.000***	
SPECIALS / EXCEPTIONS:	-0.200			
COMMENTS				

** BNC Points
 *** YSP

PW2_F 10/24/2006 SH

PHH1626

782-251-7415 FAX 782-251-7415 P.03/05
 www.bncmortgage.com
 Las Vegas Branch 3350 W. Sahara Avenue, Ste. 200
 Tel: (702) 227-3603 Fax: (702) 262-5547 Las Vegas, NV 89103

Final
Conditional Loan Approval
 Modified Approval Date:

Date: 9/18/2007		Broker No. 11823	
Application No: LA801162		Agent Name: NICOLE SORIA	
Borrower: TYLONE ARMSTRONG		Agent Phone: (702) 241-4003	
Co-Borrower:		Program: E20 (STATED INCOME)	
Property Address: 1713 BRENT COVE DR		Occupancy: OWNER-OCCUPIED	
City, State, Zip: NORTH LAS VEGAS, NV 89032		Foreclose: RPT CASH OUT	
Broker/Correspondent: FIDELITY HOME LOAN CORP		Property Type: FUD	
BNC Offer	Borrower	Mortgage	Loan
AAA	6.40%	4.65%	LIBOR
Loan Amount	179	21.70	Rate
257,000.00	76,048	76,048	304,000.00
			0.00
			274 Yr ARM 5Yr INT ONLY
			100
			00685M
Fees to BNC Mortgage, Inc.		Fees to Correspondent/Broker	
Points: 1.000000%		Points: 1.000000%	
Valid Signed Promissory: 2,370.00		Processing Fee: 30.00	
Underwriting Fee: 30.00		Appraisal: 30.00	
CPL Fee:		Administration:	
Funding Fee: 84.00		Courier:	
Tax Service Fee: 17.00			
Flood Certification: 895.00			
ORIGINATION:			
NY Mortgage Tax: 1,240.00		Total Fees: 3,465.00	
Total Fees: 1,240.00		Total Fees: 3,465.00	

This approval is subject to all BNC, state and local laws to effect at time of funding. BNC does not originate High Cost Mortgages. See BNC's website for more information. BNC Mortgage, Inc. reserves the right to void, change or modify this approval up to and including the date of the loan closing and without any obligation to provide notice. BNC Mortgage, Inc. is not responsible for any delay in the closing of the loan. BNC Mortgage, Inc. is not responsible for any delay in the closing of the loan.

LOAN OFFER CLAUSE: BNC MORTGAGE, INC. (BNC), 10000 N. MOHAVE AVENUE, SUITE 100, LAS VEGAS, NV 89149

Underwriting Conditions
 "D" is for Done and "P" is for Pending.

BROKER CONDITIONS:

- 1501 P Filed 1503 (rev. 7/05) - all sections completed & signed by all parties
- 2001 P Denial/Ref on All rights to be paid thru correspondence during currently delinquent no more than allowed per grade
- 2004 P Mortgage history prior to last 12 months
- 3004 P All applicant's debts to be paid through closing, see Debit to be Paid Off sheet
- 7010 P Orig. Hazard Insurance policy/holder from acceptable carrier, with proof premiums is paid in full
- 7024 P HUD-1 Settlement Statement used for closing (certified copy)
- 9001 P Datedown profile if loan does not fund by 2/15/07.

TITLE/ESCROW CONDITIONS:

- 7001 P Transaction-specific closing protection letter from title underwriter
- 7022 P Property taxes to be paid current

BNC INTERNAL CONDITIONS:

- 1007 P Broker/Correspondent must be approved by Lender for the property use
- 1011 P All original documents prior to funding
- 4010 P Verbal verification of employment with history to BNC
- 4020 P Conditions of Stated Income Loan to be signed by borrower(s)

Please review, sign & date

Borrower: _____ Co-Borrower: _____
 Acknowledged & Agreed: _____ Date: 9/18/07
 TYLONE ARMSTRONG

No. 5174 P. 2

PHH1627
 Jan. 18, 2007 2:06PM
 LA801162

EXHIBIT 7

EXHIBIT 7

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				223,999.46		.00				.00
05/12/2005	INT ESCROW SETUP	360.76	04/2005	.00	.00	360.76	.00	.00	.00	.00
				223,999.46		360.76				.00
05/16/2005	REGULAR PAYMENT	1,401.82	05/2005	.00	1,213.33	188.49	.00	.00	.00	.00
				223,999.46		549.25				.00
05/16/2005	MISC. POSTING	.18	05/2005	.18	.00	.00	.00	.00	.00	.00
				223,999.28		549.25				.00
05/24/2005	REGULAR PAYMENT	1,401.82	06/2005	.00	1,213.33	188.49	.00	.00	.00	.00
				223,999.28		737.74				.00
06/03/2005	PAYMENT REVERSAL	-1,401.82	05/2005	.00	-1,213.33	-188.49	.00	.00	.00	.00
				223,999.28		549.25				.00
06/06/2005	REGULAR PAYMENT	1,401.82	06/2005	.00	1,213.33	188.49	.00	.00	.00	.00
				223,999.28		737.74				.00
07/11/2005	REGULAR PAYMENT	1,401.82	07/2005	.00	1,213.33	188.49	.00	.00	.00	.00
				223,999.28		926.23				.00
07/11/2005	MISC. POSTING	.18	07/2005	.18	.00	.00	.00	.00	.00	.00
				223,999.10		926.23				.00
08/11/2005	REGULAR PAYMENT	1,434.40	08/2005	.00	1,213.33	221.07	.00	.00	.00	.00
				223,999.10		1,147.30				.00
08/11/2005	MISC. POSTING	65.60	08/2005	65.60	.00	.00	.00	.00	.00	.00
				223,933.50		1,147.30				.00
08/11/2005	COUNTY TAX PMT	-434.10	08/2005	.00	.00	-434.10	.00	.00	.00	.00
				223,933.50		713.20				.00
09/08/2005	REGULAR PAYMENT	1,434.16	09/2005	.00	1,213.09	221.07	.00	.00	.00	.00
				223,933.50		934.27				.00
09/08/2005	MISC. POSTING	10.84	09/2005	10.84	.00	.00	.00	.00	.00	.00
				223,922.66		934.27				.00
09/29/2005	COUNTY TAX PMT	-434.10	09/2005	.00	.00	-434.10	.00	.00	.00	.00
				223,922.66		500.17				.00
10/12/2005	REGULAR PAYMENT	1,434.00	10/2005	.00	1,212.93	221.07	.00	.00	.00	.00
				223,922.66		721.24				.00
11/14/2005	REGULAR PAYMENT	1,433.98	11/2005	.00	1,212.91	221.07	.00	.00	.00	.00
				223,922.66		942.31				.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	.02	.00	.00	.00	.00	.00	.00
				223,922.64		942.31			.00	.00
12/14/2005	REGULAR PAYMENT	1,427.16	12/2005	.00	1,212.92	214.24	.00	.00	.00	.00
				223,922.64		1,156.55			.00	.00
12/14/2005	MISC. POSTING	.84	12/2005	.84	.00	.00	.00	.00	.00	.00
				223,921.80		1,156.55			.00	.00
12/16/2005	HAZARD INS PMT	-615.23	12/2005	.00	.00	-615.23	.00	.00	.00	.00
				223,921.80		541.32			.00	.00
12/23/2005	COUNTY TAX PMT	-434.10	12/2005	.00	.00	-434.10	.00	.00	.00	.00
				223,921.80		107.22			.00	.00
01/13/2006	REGULAR PAYMENT	1,427.16	01/2006	.00	1,212.92	214.24	.00	.00	.00	.00
				223,921.80		321.46			.00	.00
02/10/2006	REGULAR PAYMENT	1,427.16	02/2006	.01	1,212.91	214.24	.00	.00	.00	.00
				223,921.79		535.70			.00	.00
02/10/2006	MISC. POSTING	.84	02/2006	.84	.00	.00	.00	.00	.00	.00
				223,920.95		535.70			.00	.00
02/28/2006	COUNTY TAX PMT	-434.10	02/2006	.00	.00	-434.10	.00	.00	.00	.00
				223,920.95		101.60			.00	.00
03/16/2006	REGULAR PAYMENT	1,427.14	03/2006	.00	1,212.90	214.24	.00	.00	.00	.00
				223,920.95		315.84			.00	.00
03/16/2006	MISC. POSTING	100.00	03/2006	100.00	.00	.00	.00	.00	.00	.00
				223,820.95		315.84			.00	.00
04/13/2006	REGULAR PAYMENT	1,426.87	04/2006	.00	1,212.63	214.24	.00	.00	.00	.00
				223,820.95		530.08			.00	.00
05/11/2006	REGULAR PAYMENT	1,426.60	05/2006	.00	1,212.36	214.24	.00	.00	.00	.00
				223,820.95		744.32			.00	.00
06/12/2006	REGULAR PAYMENT	1,426.60	06/2006	.00	1,212.36	214.24	.00	.00	.00	.00
				223,820.95		958.56			.00	.00
07/10/2006	REGULAR PAYMENT	1,426.60	07/2006	.00	1,212.36	214.24	.00	.00	.00	.00
				223,820.95		1,172.80			.00	.00
07/31/2006	COUNTY TAX PMT	-447.13	07/2006	.00	.00	-447.13	.00	.00	.00	.00
				223,820.95		725.67			.00	.00
08/10/2006	REGULAR PAYMENT	1,426.60	08/2006	.00	1,212.36	214.24	.00	.00	.00	.00
				223,820.95		939.91			.00	.00
09/11/2006	REGULAR PAYMENT	1,426.60	09/2006	.00	1,212.36	214.24	.00	.00	.00	.00
				223,820.95		1,154.15			.00	.00

BANA-0096

55

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R 000995

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
						707.03			.00	.00
10/09/2006	REGULAR PAYMENT	1,426.60	10/2006	223,820.95	1,212.36	214.24	.00	.00	.00	.00
						921.27			.00	.00
11/10/2006	REGULAR PAYMENT	1,426.60	11/2006	223,820.95	1,212.36	214.24	.00	.00	.00	.00
						1,135.51			.00	.00
12/11/2006	REGULAR PAYMENT	1,422.00	12/2006	223,820.95	1,212.36	209.64	.00	.00	.00	.00
						1,345.15			.00	.00
12/15/2006	HAZARD INS PMT	-653.46	12/2006	223,820.95	.00	-653.46	.00	.00	.00	.00
						691.69			.00	.00
12/22/2006	COUNTY TAX PMT	-447.12	12/2006	223,820.95	.00	-447.12	.00	.00	.00	.00
						244.57			.00	.00
01/12/2007	REGULAR PAYMENT	1,422.85	01/2007	223,820.95	1,212.36	210.49	.00	.00	.00	.00
						455.06			.00	.00
01/25/2007	PAYOFF	224,998.31	01/2007	223,820.95	1,177.36	.00	.00	.00	.00	.00
						455.06			.00	.00
02/07/2007	PAYOFF ESC REFUND	-455.06	01/2007	.00	.00	-455.06	.00	.00	.00	.00
						.00			.00	.00

Fee Transaction Activity (12/2004 - 08/2020)

No fee transaction for the time period.

EXHIBIT 8

EXHIBIT 8

1 TYRONE KEITH ARMSTRONG
2 3713 Brentcove Drive
3 North Las Vegas, Nevada 89032
4 Telephone: (702) 491-8426
5 Email: performanceoneautomotive@gmail.com
6 *Plaintiff Pro Se*

7
8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 TYRONE KEITH ARMSTRONG,) Case No: A-19-796941-C
12) Dept No: XVIII
13 Plaintiff,)
14)
15 vs.)
16)
17 U.S. BANK NATIONAL ASSOCIATION,)
18 as Trustee for Structured Asset Securities)
19 Corporation Mortgage Pass-Through)
20 Certificates, Series 2007-BC3; OCWEN)
21 LOAN SERVICING, LLC; PHH)
22 MORTGAGE CORPORATION;)
23 WESTERN PROGRESSIVE-NEVADA,)
24 INC.; and ROE BUSINESS ENTITIES)
25 1 through 20;)
26 Defendants.)
27)
28)

29
30 **PLAINTIFF'S SECOND SUPPLEMENTAL AND/OR MODIFIED RESPONSE TO**
31 **DEFENDANT U.S. BANK'S FIRST SET OF REQUESTS FOR PRODUCTION OF**
32 **DOCUMENTS**

33 COMES NOW Plaintiff Pro Se TYRONE KEITH ARMSTRONG ("Plaintiff"), pursuant
34 to NRCP 34 and hereby modifies and/or supplements his responses to the first set of requests for
35 production of documents electronically served on July 20, 2020 by Defendant U.S. Bank
36 National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-
37 Through Certificates, Series 2007-BC3.
38

PRELIMINARY STATEMENT

1
2 1. Plaintiff's investigation and development of all facts and circumstances relating to this
3 action is ongoing. These responses and objections are made without prejudice to, and are not a
4 waiver of, Plaintiff's right to rely on other facts and documents at trial.

5 2. By making the accompanying responses and objections to Defendants' requests for
6 documents, Plaintiff does not waive, and hereby expressly reserves, his right to assert any and all
7 objections as to the admissibility of such responses into evidence in this action, or in any other
8 proceedings, on any and all grounds including, but not limited to competency, relevancy,
9 materiality, and privilege. Further, Plaintiff makes the responses and objections herein without
10 in any way implying that he considers the requests for documents to be relevant or material to
11 the subject matter of this action.
12
13

14 3. Plaintiff will produce responsive documents only to the extent that such documents are in
15 the possession, custody, or control of Plaintiff. Plaintiff's possession, custody, or control of
16 financial documents is limited to the retention periods of the financial institutions from where the
17 records are sought.
18

19 4. A response to a document request stating that objections and/or indicating that documents
20 will be produced shall not be deemed or construed that there are, in fact, responsive documents,
21 that Plaintiff performed any of the acts described in the document request or definitions and/or
22 instructions applicable to the document request.
23

24 5. Plaintiff expressly reserves the right to supplement, clarify, revise, or correct any or all of
25 the responses and objections herein, and to assert additional objections or privileges, in one or
26 more subsequent supplemental response(s).

27 6. Plaintiff will make available for inspection, in Las Vegas, Nevada, responsive
28

documents. Alternatively, Plaintiff will produce copies of the documents and deliver them to Defendants via electronic means.

7. Publicly available documents including, but not limited to, documents recorded with the Clark County Recorder, court papers, and documents available on the internet, will not be produced.

GENERAL OBJECTIONS

1. Plaintiff's responses shall not be construed in any way as an admission that any definition provided by Defendant(s) is either factually correct or legally binding upon Plaintiff or a waiver of any of Plaintiff's objections regarding relevancy, discoverability, propriety and admissibility.

2. Plaintiff objects to the Request for Production of Documents to the extent that any part thereof purports to place any greater or different obligations or burdens upon Plaintiff than required under the Nevada Rules of Civil Procedure.

3. Plaintiff objects to each instruction, definition, and document request as overbroad and unduly burdensome to the extent it seeks documents or information that are readily or more accessible to Defendant from Defendant's own files, from documents or information in Defendant's possession, or from documents or information that Defendant previously produced to Plaintiff. Responding to such Request for Production of Documents would be oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to such requests is substantially the same or less for Defendant as for Plaintiff. This objection encompasses, but is not limited to, documents and answers previously produced by Defendant to Plaintiff in the course of Plaintiff's civil investigation, all correspondence between the Plaintiff and Defendant, all other information provided by Defendant to Plaintiff, and all information produced by Plaintiff to Defendant in the case file and in response to discovery requests of Defendant.

1 4. Plaintiff objects to each Request for Production of Documents to the extent it is vague,
2 ambiguous, or impossible to answer fully.

3 5. Plaintiff objects to each Request for Production of Documents to the extent that it calls
4 for the disclosure of information outside the scope of the time, place, subject matter, and
5 circumstances of the occurrences mentioned or complained of in the Complaint.
6

7 6. Plaintiff objects to each Request for Production of Documents to the extent that it calls
8 for information that is neither relevant nor reasonably calculated to lead to the discovery of
9 relevant or admissible evidence and is intended to oppress and harass Plaintiff.

10 7. Plaintiff objects to each Request for Production of Documents to the extent that it calls
11 for information that is protected by the attorney-client privilege, the work product doctrine, or
12 any other privilege or protection recognized by law. The inadvertent disclosure of protected
13 information shall not be deemed to be a waiver of any privilege.
14

15 8. Plaintiff objects to each Request for Production of Documents to the extent that
16 Defendant has styled it as one request, yet it includes several discrete subparts. *See* NRC
17 33(a)(1). Accordingly, Plaintiff will respond to Request for Production of Documents that do not
18 exceed the number of requests permitted under Nevada law.
19

20 9. Plaintiff objects to each Request for Production of Documents to the extent that it is
21 overbroad in time and/or scope. If Defendants limit the scope of this Request for Production of
22 Documents to relevant and timely information, Plaintiff will provide a response.
23

24 10. Plaintiff objects to each Request for Production of Documents to the extent that the
25 identification, photocopying, and production of the requested documents would be oppressively
26 burdensome and costly or because it seeks information in the possession of, known to, or
27 otherwise equally available to the defendant.
28

1 11. Plaintiff has made a reasonable, good faith inquiry into the subject matter of each
2 Request for Production of Documents. Plaintiff's responses are based on the facts reasonably
3 ascertainable to Plaintiff.

4 12. Plaintiff hereby incorporates the above General Objections in each and every response set
5 forth below. The failure to include any general objection in any specific response does not waive
6 any general objection to that request. Discovery is continuing, and these responses are made
7 without waiver of Plaintiff's right to amend, supplement or otherwise modify these responses
8 and objections at any time and as discovery proceeds.

9
10 **RESPONSES**

11 **REQUEST FOR PRODUCTION NO. 1**

12 Produce all records and documents, including all bank financial institution statements,
13 relating to any and all payments You, or anyone on Your behalf, made that were applied on
14 account of the balance due under the 2004 Note.

15
16 **RESPONSE TO PRODUCTION NO. 1**

17 OBJECTIONS# 4, 9, 10, 11, and 12 listed above apply to this request.

18 Without waiving said objections, Plaintiff has made diligent search and reasonable inquiry upon
19 his financial institution and learned that bank statements are purged after 7 years. The
20 information requested was previously served upon Defendant on February 07, 2020 and June 08,
21 2020 as ARM005-060, and ARM088-091.

22
23 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 1**

24 On or about July 2016, Plaintiff's home was damaged by flood. As a result, all older individual
25 bank statements relating to any and all payments that were applied on the account of the 2004
26 Bank of America loan were destroyed. The invoice for restoration of flood damage was
27
28

electronically served upon Defendants through Odyssey e-service on September 08, 2020 as part of Plaintiff's First Amended Disclosure of Documents and Witnesses, Bates No. ARM148. The documents produced in Plaintiff's initial response to Request for Production No. 1, referenced as Bates No. ARM005-060 and ARM088-091, are forms of consideration that contributed to satisfaction or settlement of the balance of the account for the 2004 Bank of America loan.

REQUEST FOR PRODUCTION NO. 2

Produce all records and documents, including all bank and financial institution statements, relating to any and all payments You, or anyone on your behalf, made that were applied on account of the balance due under the 2007 Note.

RESPONSE TO PRODUCTION NO. 2

None.

SUPPLEMENTAL TO PRODUCTION NO. 2

The 2007 BNC loan was not supported by legal consideration, rendering it *void ab initio*, and Plaintiff was excused from tendering to BNC Mortgage, Inc. or its purported successors.

REQUEST FOR PRODUCTION NO. 3:

Produce all records (including cash receipts) concerning checks and any other forms of payment, that were paid and made, deposited, cleared, cancelled, returned, refunded, or rejected relating to the loan evidenced by 2004 Note and secured by the 2004 Deed of Trust.

RESPONSE TO PRODUCTION NO. 3

See Response to Request for Production No 1.

SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 3

On or about July 2016, Plaintiff's home was damaged by flood. As a result, all checks and other forms of payment that were applied on the account of the 2004 Bank of America were destroyed.

1 The invoice for restoration of flood damage was electronically served upon Defendants through
2 Odyssey e-service on September 08, 2020 as part of Plaintiff's First Amended Disclosure of
3 Documents and Witnesses, Bates No. ARM148. The documents produced in Plaintiff's initial
4 response to Request for Production No. 1, referenced as Bates No. ARM005-060, are evidence of
5 consideration in support of satisfaction or settlement of the balance of the account for the 2004
6 Bank of America loan. In addition, all tax payments on the Property from 1998 to 2020 were
7 recently obtained from the Clark County Treasurer and electronically served upon Defendants on
8 December 11, 2020 as part of Plaintiff's Second Amended Disclosure of Documents and
9 Witnesses, Bates No. ARM318-391.

11 **REQUEST FOR PRODUCTION NO. 4**

12 Produce all records (including cash receipts) concerning checks and any other forms of
13 payment that were paid and made, deposited, cleared, paid, cancelled, returned, refunded, or
14 rejected relating to the loan evidenced by the 2007 Note and secured by the 2007 Deed of Trust.

16 **RESPONSE TO PRODUCTION NO. 4**

17 None.

19 **SUPPLEMENT TO PRODUCTION NO. 4**

20 The 2007 BNC loan was not supported by legal consideration, rendering it *void ab initio*, and
21 Plaintiff was excused from tendering to BNC Mortgage, Inc. or its purported successors.

22 **REQUEST FOR PRODUCTION NO. 5**

23 Produce all documents concerning any loan made that was secured by the Property or related
24 to the Property from 2004 to the present.

26 **RESPONSE TO PRODUCTION NO. 5**

27 OBJECTIONS# 3, 4, 9, and 10 listed above apply to this request.
28

1 Without waiving said objections, the information requested was previously served upon
2 Defendant on February 07, 2020 as ARM001-002, ARM005-060, and served on June 08, 2020
3 as ARM207-240.

4 **SUPPLEMENT TO PRODUCTION NO. 5**

5 In addition, all tax payments on the Property from 1998 to 2020 were recently obtained from the
6 Clark County Treasurer and electronically served upon Defendants on December 11, 2020 as
7 part of Plaintiff's Second Amended Disclosure of Documents and Witnesses, Bates No.
8 ARM318-391.
9

10 **REQUEST FOR PRODUCTION NO. 6**

11 Produce all documents that evidence that You paid off, satisfied or settled the entire balance
12 of the loan evidenced by the 2004 Note and secured by the 2004 Deed of Trust, resulting in a
13 \$0.00 balance for the principal and interest, including, but not limited to, all confirmations,
14 canceled checks, and/or receipts reflecting the payments evidencing the complete payoff,
15 satisfaction or settlement.
16

17 **RESPONSE TO PRODUCTION NO. 6**

18 OBJECTIONS# 3, 9, 10, 11, and 12 listed above apply to this request.

19 Without waiving said objections, the information requested was previously served upon
20 Defendant on February 07, 2020 as ARM005-060.
21

22 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 6**

23 On or about July 2016, Plaintiff's home was damaged by flood. As a result, all evidence of the
24 complete payoff, satisfaction or settlement of the 2004 Bank of America loan were destroyed.
25 The invoice for restoration of flood damage was electronically served upon Defendants through
26 Odyssey e-service on September 08, 2020 as part of Plaintiff's First Amended Disclosure of
27
28

1 Documents and Witnesses, Bates No. ARM148. The documents produced in Plaintiff's initial
2 response to Request for Production No. 1, referenced as ARM005-060, are evidence of
3 consideration in support of satisfaction or settlement of the balance of the account for the 2004
4 Bank of America loan.

5 **REQUEST FOR PRODUCTION NO. 7**

6 Produce all documents concerning, or in any way related to, the payoff, satisfaction, or
7 settlement, from whatever source, of the loan evidenced by the 2004 Note and secured by the
8 2004 Deed of Trust, resulting in a \$0.00 balance for the principal and interest.

9 **RESPONSE TO PRODUCTION NO. 7**

10 *See* response to Request for Production No 6.

11 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 7**

12 On or about July 2016, Plaintiff's home was damaged by flood. As a result, evidence of the
13 payoff, satisfaction, or settlement, of the 2004 Bank of America loan were destroyed. The
14 invoice for restoration of flood damage was electronically served upon Defendants through
15 Odyssey e-service on September 08, 2020 as part of Plaintiff's First Amended Disclosure of
16 Documents and Witnesses, Bates No. ARM148. The documents produced in Plaintiff's initial
17 response to Request for Production No. 1, referenced as ARM005-060, are evidence of
18 consideration in support of satisfaction or settlement of the balance of the account for the 2004
19 Bank of America loan.

20 **REQUEST FOR PRODUCTION NO. 8**

21 Produce all promissory notes and loan agreements concerning, or in any way related to, the
22 Property from and since the date of your ownership of the Property.
23
24
25
26
27
28

1 **RESPONSE TO PRODUCTION NO. 8**

2 OBJECTIONS# 3, 4, 9, 10, 11, and 12 listed above apply to this request.

3 Without waiving said objections, the information was previously served upon Defendant on
4 February 07, 2020 as ARM053-058, and served on June 08, 2020 as ARM207-240.

5 **REQUEST FOR PRODUCTION NO. 9**

6 Produce all deeds of trust concerning, or in any way related to, the Property from and since
7 the date of your ownership of the Property.

8 **RESPONSE TO PRODUCTION NO. 9**

9 OBJECTIONS# 3, 9, 10, and 12 listed above apply to this request.

10 Without waiving said objections, the information was previously served upon Defendant on
11 February 07, 2020 as ARM001-002, ARM037-052; also *see* ARM252-280.
12

13 **REQUEST FOR PRODUCTION NO. 10**

14 Produce all applications for home loans and for refinancing of home loans that You, and
15 anyone acting or purporting to act on Your behalf, completed and submitted in connection with
16 the Property from and since the date of Your ownership of the Property.
17

18 **RESPONSE TO PRODUCTION NO. 10**

19 OBJECTIONS# 3, 5, 9, 10, 11, and 12 listed above apply to this request.

20 Without waiving said objections, the information was previously served upon Defendant on June
21 08, 2020 as ARM207-240.
22

23 **REQUEST FOR PRODUCTION NO. 11**

24 Produce all and documents, including invoices, statements, and notices that You have ever
25 received from US Bank Trust, BNC, or any other person or entity in any way concerning or
26 related to the loan evidenced by the 2007 Note and secured by the 2007 Deed of Trust.
27
28

1 **RESPONSE TO PRODUCTION NO. 11**

2 OBJECTIONS# 3, 4, 6, 9, 10, 11, and 12 listed above apply to this request.

3 Without waiving said objections, Plaintiff has made diligent search and reasonable inquiry and
4 the information is unknown or not readily obtainable by me.

5 **REQUEST FOR PRODUCTION NO. 12**

6 Produce all communications between You, and anyone purporting to act or acting on Your
7 behalf, and US Bank Trust, and anyone acting on behalf of US Bank Trust, including trustees
8 and representatives thereof, in any way concerning or related to the loan evidenced by the 2007
9 Note and secured by the 2007 Deed of Trust.

11 **RESPONSE TO PRODUCTION NO. 12**

12 OBJECTIONS# 3, 4, 5, 6, 9, 10, and 11 listed above apply to this request.

13 Plaintiff denies the existence of a contract with BNC. Without waiving said objections, I have
14 received email correspondences from the attorneys of Defendant U.S. Bank Trust identified on
15 the certificate of service attached hereto. Please type "performanceoneautomotive@gmail.com"
16 in your email search box to retrieve all communications.

18 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 12**

19 None; except for the Defendants' attorneys in connection with this litigation.

21 **REQUEST FOR PRODUCTION NO. 13**

22 Produce all communications between You, and anyone purporting to act or acting on Your
23 behalf, and BNC, and anyone acting on behalf of BNC, including trustees and representatives
24 thereof, in any way concerning or related to the loan evidenced by the 2004 Note and secured by
25 the 2004 Deed of Trust.

1 **RESPONSE TO PRODUCTION NO. 3**

2 OBJECTIONS# 2, 3, 4, 6, 7, and 9 listed above apply to this request.

3 Without waiving said objections, Plaintiff has made diligent search and reasonable inquiry and
4 the information is unknown or not readily obtainable by me, namely, because I have not
5 communicated with agents of BNC concerning the 2004 note/deed.
6

7 **REQUEST FOR PRODUCTION NO. 14**

8 Produce all documents concerning or relating to any foreclosure action threatened or taken
9 in relation to the Property since you have owned the Property, including, but not limited to, all
10 correspondence, notices of default, notices of foreclosure and trustee sales, and notices of
11 rescission of default, foreclosure and trustee sales.
12

13 **RESPONSE TO PRODUCTION NO. 14**

14 OBJECTIONS# 3, 9, 10, and 11 listed above apply to this request.

15 Without waiving said objections, the information was previously served upon Defendant on
16 February 07, 2020 as ARM001-002.
17

18 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 14**

19 On September 08, 2020, Plaintiff electronically served to all Defendants, through Odyssey e-
20 serve, copy of the document labeled as Notice of Trustee Sale, recorded by Defendants on June
21 13, 2019 as Bates No. ARM153-156, and the Clark County Recorder register of actions as Bates
22 No. ARM001-002, to which Defendants have equal access to obtain all other public records
23 described therein.
24

25 **REQUEST FOR PRODUCTION NO. 15**

26 Produce all communications between You, and anyone purporting to act or acting on Your
27 behalf, and New Century Mortgage, and anyone purporting to act or acting on its behalf,
28

concerning any and all loans secured by the Property from 2004 to the present time.

RESPONSE TO PRODUCTION NO. 15

OBJECTIONS# 3, 4, 9, 11, and 12 listed above apply to this request.

Without waiving said objections, the information was previously served upon Defendant on June 08, 2020 as ARM207-240.

REQUEST FOR PRODUCTION NO. 16

Produce all communications between You, and anyone purporting to act or acting on Your behalf, and Countrywide Home Loans, Inc., and anyone purporting to act or acting on its behalf, concerning any and all loans secured by the Property from 2004 to the present time.

RESPONSE TO PRODUCTION NO. 16

OBJECTIONS# 3, 4, 9, 11, and 12 listed above apply to this request.

Without waiving said objections, this information was previously served upon Defendant on June 08, 2020 as ARM207-240, and ARM090-091.

REQUEST FOR PRODUCTION NO. 17

Produce all communications by and between You, and anyone purporting to act or acting on Your behalf, and Defendants, and anyone purporting to act or acting on their behalf, concerning any and all loans secured by the Property from 2004 to the present time.

RESPONSE TO PRODUCTION NO. 17

OBJECTIONS# 3, 9, 10, and 11 listed above apply to this request.

Without waiving said objections, I have received email correspondences from attorneys for the Defendants identified on the certificate of service attached hereto. Please type "performanceoneautomotive@gmail.com" in your email search box to retrieve all communications from 2004 to the present.

1 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 17**

2 None; except for communications with attorneys in connection with this litigation. On or about
3 July 2016, Plaintiff's home was damaged by flood. As a result, all many older communications
4 related to the 2004 Bank of America, if any, were destroyed. The invoice for restoration of flood
5 damage was electronically served upon Defendants through Odyssey e-service on September 08,
6 2020 as part of Plaintiff's First Amended Disclosure of Documents and Witnesses, Bates No.
7 ARM148.
8

9 **REQUEST FOR PRODUCTION NO. 18**

10 Produce all communications by and between You, and anyone purporting to act or acting on
11 Your behalf, and any home loan financier or agent thereof, from 2004 to the present time,
12 including all communications with US Bank Trust, BNC, Countrywide Home Loans, Inc., Bank
13 of America, and New Century Mortgage.
14

15 **RESPONSE TO PRODUCTION NO. 18**

16 OBJECTIONS# 3, 4, 8, 9, 11, and 12 listed above apply to this request.
17 Plaintiff considers this four responses to production of documents due to subparts that request
18 "all communications" for: (i) any home loan financier; (ii) US Bank Trust; (iii) BNC; and (iv)
19 Countrywide Home Loans, Inc./Bank of America/New Century Mortgage. Without waiving said
20 objections, Plaintiff has made diligent search and reasonable inquiry and the information is
21 unknown or not readily obtainable by me with regard to any home loan financier, BNC,
22 Countrywide Home Loans Inc., Bank of America, or New Century Mortgage. With respect to
23 my communications with U.S. Bank Trust, please type
24 "performanceoneautomotive@gmail.com" in your email search box to retrieve all
25 communications from 2004 to the present.
26
27
28

1 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 18**

2 On or about July 2016, Plaintiff's home was damaged by flood. As a result, all older
3 communications related to the 2004 Bank of America, if any, were destroyed. The invoice for
4 restoration of flood damage was electronically served upon Defendants through Odyssey e-
5 service on September 08, 2020 as part of Plaintiff's First Amended Disclosure of Documents and
6 Witnesses, Bates No. ARM148.

7
8 **REQUEST FOR PRODUCTION NO. 19**

9 Produce all documents identified in Your initial disclosure statement in this litigation, as
10 referred to within Plaintiff's Individual Case Conference Report, dated or filed on February 7,
11 2020, including all supplements, additions, and amendments thereto.
12

13 **RESPONSE TO PRODUCTION NO. 19**

14 OBJECTIONS# 2, 3, 10, 11, and 12 listed above apply to this request.

15 Without waiving said objection, please find served herewith Plaintiff's First Amended
16 Disclosure of Documents and Witnesses.

17 **REQUEST FOR PRODUCTION NO. 20**

18 Produce all correspondence, documents, submissions and filings made or transmitted by
19 You, and anyone acting or purporting to act on Your behalf, in relation to any and all foreclosure
20 mediation proceedings concerning any loan secured by the Property.
21

22 **RESPONSE TO PRODUCTION NO. 20**

23 OBJECTIONS# 3, 4, 6, 7, 8, and 10 listed above apply to this request.

24 Plaintiff considers this two responses to production of documents due to subparts that request
25 information related to foreclosure mediation proceedings and subparts that relate to any loan
26 secured by the Property. Without waiving said objections, all non-privileged information is
27
28

1 available in public records, district court case no A-18-777819-FM; and Plaintiff has denied the
2 existence of a contract with BNC.

3 **REQUEST FOR PRODUCTION NO. 21**

4 Produce all correspondence, documents, submissions and filings You, and anyone acting or
5 purporting to act on Your behalf, received in relation to any and all foreclosure mediation
6 proceedings concerning any loan secured by the Property.
7

8 **RESPONSE TO PRODUCTION NO. 21**

9 OBJECTIONS# 3, 4, 5, 7, 9, and 10 listed above apply to this request.

10 "All documents and discussions presented during the mediation shall be deemed confidential and
11 inadmissible in any subsequent actions or proceedings.." *Civil Rights for Seniors v. AOC*, 313
12 P.3d 216 (Nev. 2013); also see ADKT 435, Rule 22. Without waiving said objections, Plaintiff
13 has made diligent search and reasonable inquiry and all non-privileged information is available
14 in public records, district court case number A-18-777819-FM.
15

16 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 21**

17 Plaintiff has produced all correspondence, documents, submissions and filings related to
18 foreclosure mediation proceedings that are in his possession, custody or control. *See* Bates No.
19 ARM281-317, electronically served upon Defendants through Odyssey e-service on September
20 08, 2020 as part of Plaintiff's First Amended Disclosure of Documents and Witnesses.
21

22 **REQUEST FOR PRODUCTION NO. 22**

23 Produce all correspondence, documents, submissions and filings provided to, or by, any
24 mediator or mediators in relation to any and all foreclosure mediation proceedings concerning
25 the Property, since You have owned the Property, that are not otherwise provided in response to
26 the foregoing Requests.
27
28

1 **RESPONSE TO PRODUCTION NO. 22**

2 *See* response to Request for Production 21.

3 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 22**

4 Plaintiff has produced all correspondence, documents, submissions and filings related to
5 foreclosure mediation proceedings that are in his possession, custody or control. *See* Bates No.
6 ARM281-317, electronically served upon Defendants through Odyssey e-service on September
7 08, 2020 as part of Plaintiff's First Amended Disclosure of Documents and Witnesses.
8

9 **REQUEST FOR PRODUCTION NO. 23**

10 Produce all documents and communications in any way related to or concerning the
11 "Settlement Charges to Borrower" in the amount of \$6,465.92, as reflected on line 103 in the
12 2007 Settlement Statement, which is included in US Bank Trust's initial disclosures as USBNA
13 00279-00282, and which was also disclosed by PHH Mortgage Corporation as PHH 75-78.
14

15 **RESPONSE TO PRODUCTION NO. 23**

16 OBJECTIONS# 2, 4, and 11 listed above apply to this request.

17 Plaintiff denies the existence of a contract with BNC. Without waiving said objections: None.
18

19 **REQUEST FOR PRODUCTION NO. 24**

20 Produce all documents, including, but not limited to, bank and financial records and
21 statements, that show You received, or which might tend to show that You did not receive, the
22 sum of \$5,432.81 from the proceeds of the BNC loan evidenced by the 2007 Note and secured
23 by the 2007 Deed of Trust, as reflected as "Cash to Borrower" on line 303 of the 2007
24 Settlement Statement, which is included in US Bank Trust's initial disclosures as USBNA
25 00279-00282, and which was also disclosed by PHH Mortgage Corporation as PHH 75-78.
26
27
28

1 **RESPONSE TO PRODUCTION NO. 24**

2 OBJECTIONS# 2, 4, and 11 listed above apply to this request.

3 Plaintiff denies the existence of a contract with BNC. Without waiving said objections, Plaintiff
4 has made diligent search and reasonable inquiry and the information is unknown or not readily
5 obtainable by me. Specifically, my financial institution represented that statements older than 7
6 years are purged.

7
8 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 24**

9 On or about July 2016, Plaintiff's home was damaged by flood. As a result, bank and financial
10 records from calendar year 2007 were destroyed. The invoice for restoration of flood damage
11 was electronically served upon Defendants through Odyssey e-service on September 08, 2020 as
12 part of Plaintiff's First Amended Disclosure of Documents and Witnesses, Bates No. ARM148.

13
14 **REQUEST FOR PRODUCTION NO. 25**

15 Produce all documents concerning payments made, whether by You or anyone acting or
16 purporting to act on Your behalf, on any loan secured by the Property or related to the Property
17 not otherwise disclosed in response to any of the Requests contained herein, since You have
18 owned the Property.

19
20 **RESPONSE TO PRODUCTION NO. 25**

21 OBJECTIONS# 3, 4, 9, 10, 11, and 12 listed above apply to this request.

22 The information requested was previously served upon Defendant on February 07, 2020 as
23 ARM005-060, and served on June 08, 2020 as ARM088-091.

24
25 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 25**

26 On or about July 2016, Plaintiff's home was damaged by flood. As a result, documents
27 concerning older payments related to the 2004 Bank of America were destroyed. The invoice for
28

1 restoration of flood damage was electronically served upon Defendants through Odyssey e-
2 service on September 08, 2020 as part of Plaintiff's First Amended Disclosure of Documents and
3 Witnesses, Bates No. ARM148. In addition, Plaintiff confirmed with all applicable financial
4 institutions that the retention period for bank records is 7 years.

5 **REQUEST FOR PRODUCTION NO. 26**

6 Produce all documents relied on in responding to US Bank Trust's First Set of Interrogatories
7 to Plaintiff, which are served contemporaneously with, or which have been served prior to, these
8 Requests, including, but not limited to, all documents identified in Your responses to those
9 Interrogatories.
10

11 **RESPONSE TO PRODUCTION NO. 26**

12 OBJECTIONS# 3, 4, 9, 10, 11, and 12 listed above apply to this request.

13 Without waiving said objections, *see* Plaintiff's First Amended Disclosure of Documents and
14 Witnesses contemporaneously served herewith.
15

16 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 26**

17 Plaintiff objects to this request as oppressive and unduly burdensome. Defendant U.S. Bank has
18 styled its Request for Production of Documents that Plaintiff relied on to answer Interrogatories
19 as one request, yet there are 27 Interrogatories, coupled with 30 responses already provided by
20 Plaintiff. Defendant U.S. Bank's request exceeds the allotted requests permitted under NRC
21 33(a)(1). Accordingly, Plaintiff will respond to Request for Production of Documents that do not
22 exceed the number of requests permitted under Nevada law.
23

24 **REQUEST FOR PRODUCTION NO. 27**

25 Produce all correspondence, including e-mail and other forms of electronic communication,
26 by and between Zabeti and You, as well as by and between Ramin Zabeti and anyone else, in any
27
28

1 way relating to the Property, this litigation, and any of the facts and circumstances described, or
2 referred to, in Your Complaint.

3 **RESPONSE TO PRODUCTION NO. 27**

4 OBJECTIONS# 2, 4, 5, 6, 8, 9, and 10 listed above apply to this request.

5 Without waiving said objections: None.

6 **SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 27**

7
8 Per the request of the letter dated November 09, 2020 from counsel for Defendant U.S. Bank,

9 Kevin M. Sutehall, Esq., Plaintiff confirms that he has no electronic correspondence or
10 communications between himself and Mr. Zabeti relating to the Property or to this litigation.

11 Plaintiff however did inadvertently leave physical documents in the possession of Mr. Zabeti
12 during the time periods of 2005 and 2008, were not destroyed in the flood of the Property, and all
13 documents in Mr. Zabeti's possession, custody or control have been electronically served upon
14 all Defendants through Odyssey e-serve on December 11, 2020 as Bates No. ARM392-399.

15
16 **MODIFIED RESPONSE TO PRODUCTION NO. 27**

17 Plaintiff objects to this Request for Production of Documents as vague and ambiguous.

18 Definitions No. 11 and 12 of Defendant U.S. Bank's Request for Production of Documents

19 served on July 20, 2020 do not expressly include "text messages" under the definition of

20 "document," nor is the term "communications" defined. Any misapprehension as to Plaintiff's

21 response of "None" to the production of this document request was inadvertent or due to

22 excusable neglect. Plaintiff also objects to disclosure of certain text messages pursuant to the

23 work-product privilege that extends to Pro Se litigants in accordance with NRCP 26(b)(3)(A)(ii);

24 also see Goff v. Harrah's Operating Co., 240 F.R.D. 659, 660, 2007 U.S. Dist. LEXIS 21575, *8,

25 67 Fed.R. Serv. 3d (Callaghan) 804 (D. Nev. March 5, 2007) ("the rule no longer applies only to

attorney's work product"); also see *Wynn Resorts, Ltd. v. Eighth Judicial Dist. Court of Nev.*, 399 P.3d 334, 347, 2017 Nev. LEXIS 65, *29, 133 Nev. Adv. Rep. 52, 2017 WL 3221738 (Nev. July 27, 2017) ("Both the attorney and client have the power to invoke the work-product privilege."). Several text messages Plaintiff sent to Mr. Zabeti contain Plaintiff's mental impressions, conclusions, opinions, or legal theories of the case. At the EDCR 2.34 conference of January 29, 2001, the parties agreed that an in camera review should be requested from the Discovery Commissioner to distinguish text messages that are protected under the work-product privilege from those text messages that are not. Plaintiff submitted his privilege log to all defendants on January 29, 2021. Subject to the outcome of the hearing pending on March 02, 2021, Defendant U.S. Bank may obtain non-privileged text messages.

SECOND SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 27

Documents that were previously in Mr. Zabeti's possession were disclosed to defendants as Bates No. ARM392-399. Text messages between Zabeti and Plaintiff are supplemented and attached hereto as Bates No. ARM833-1016.

REQUEST FOR PRODUCTION NO. 28

Produce all documents concerning, relating to, and containing each and every misrepresentation and/or omission of material fact that You allege that US Bank Trust has ever made, or failed to make, to You.

RESPONSE TO PRODUCTION NO. 28

OBJECTIONS# 3, 4, 9, 10, 11, and 12 listed above apply to this request.

Without waiving said objections, see ARM001-002, ARM084-085, ARM092-100, ARM153-156, ARM159, ARM198-200. Plaintiff reserves the right to supplement this response.

SUPPLEMENT TO PRODUCTION NO. 28

Also *See* the Notice of Default and Election to Sell, dated 5/31/2018, and contained in Bates No. ARM002, to which Defendants have equal access to obtain al public records described therein.

REQUEST FOR PRODUCTION NO. 29

Produce all documents concerning, relating to, and otherwise supporting Your allegation that US Bank Trust knew that the 2007 Note and/or the 2007 Deed of Trust were false, unenforceable, forgeries, and/or inauthentic.

RESPONSE TO PRODUCTION NO. 29

See response to Request for Production No 28.

SUPPLEMENTAL RESPONSE TO PRODUCTION NO. 29

See Bates No. ARM198-200, ARM062, ARM159.

REQUEST FOR PRODUCTION NO. 30

Produce all documents concerning and relating to any and all investigations performed by any governmental and/or regulatory body concerning Your allegation that the 2007 Note and/or the 2007 Deed of Trust were forgeries.

RESPONSE TO PRODUCTION NO. 30

OBJECTIONS# 3 and 9 listed above apply to this request.

Without waiving said objections, the information requested was previously served upon

Defendant on February 07, 2020 as ARM066-079; also *see* ARM241-251.

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

DATED this 24th day of March, 2021.

By: /s/ Tyrone K. Armstrong
TYRONE K. ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
performanceoneautomotive@gmail.com
Plaintiff Pro Se

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of March, 2021, I served a true and correct copy of the foregoing *Plaintiff's Second Supplemental and/or Modified Response to Defendant U.S. Bank's First Set of Requests for Production of Documents* via the Court designated electronic service and/or U.S. Mail, first class postage prepaid, addressed to the following:

HOUSER, LLP
Jeffrey S. Allison, Esq.
6671 S. Las Vegas Boulevard
Las Vegas, Nevada 89119
Email: jallison@houser-law.com

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

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

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

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

EXHIBIT 9

EXHIBIT 9

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

5
6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

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

21 **PLAINTIFF'S MODIFIED AND/OR SUPPLEMENTAL RESPONSES**
22 **TO DEFENDANT U.S. BANK'S FIRST SET OF INTERROGATORIES**

23 COMES NOW Plaintiff Pro Se TYRONE KEITH ARMSTRONG ("Plaintiff"), pursuant
24 to NRCP 33 and hereby modifies or supplements his responses to the first set of Interrogatories
25 by Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities
26 Corporation Mortgage Pass-Through Certificates, Series 2007-BC3.
27
28

PRELIMINARY STATEMENT

1
2 1. Plaintiff's investigation and development of all facts and circumstances relating to this
3 action is ongoing. These responses and objections are made without prejudice to, and are not a
4 waiver of, Plaintiff's right to rely on other facts and documents at trial.

5 2. By making the accompanying responses and objections to Defendants' requests for
6 documents, Plaintiff does not waive, and hereby expressly reserves, his right to assert any and all
7 objections as to the admissibility of such responses into evidence in this action, or in any other
8 proceedings, on any and all grounds including, but not limited to competency, relevancy,
9 materiality, and privilege. Further, Plaintiff makes the responses and objections herein without
10 in any way implying that he considers the requests for documents to be relevant or material to
11 the subject matter of this action.
12

13 3. Plaintiff will produce responsive documents only to the extent that such documents are in
14 the possession, custody, or control of Plaintiff. Plaintiff's possession, custody, or control does
15 not include any constructive possession that may be conferred by Plaintiff's right or power to
16 compel the production of documents or information from third parties or to request their
17 production from such third parties.
18

19 4. A response to a document request stating that objections and/or indicating that documents
20 will be produced shall not be deemed or construed that there are, in fact, responsive documents,
21 that Plaintiff performed any of the acts described in the document request or definitions and/or
22 instructions applicable to the document request.
23

24 5. Plaintiff expressly reserves the right to supplement, clarify, revise, or correct any or all of
25 the responses and objections herein, and to assert additional objections or privileges, in one or
26 more subsequent supplemental response(s).
27
28

1 6. Plaintiff will make available for inspection, in Las Vegas, Nevada, responsive
2 documents. Alternatively, Plaintiff will produce copies of the documents and deliver them to
3 Defendants via electronic means.

4 7. Publicly available documents including, but not limited to, documents recorded with the
5 Clark County Recorder, court papers, and documents available on the internet, will not be
6 produced.
7

8 **GENERAL OBJECTIONS**

9 1. Plaintiff's responses shall not be construed in any way as an admission that any definition
10 provided by Defendant(s) is either factually correct or legally binding upon Plaintiff or a waiver
11 of any of Plaintiff's objections regarding relevancy, discoverability, propriety and admissibility.
12

13 2. Plaintiff objects to the Interrogatories to the extent that any part thereof purports to place
14 any greater or different obligations or burdens upon Plaintiff than required under the Nevada
15 Rules of Civil Procedure.

16 3. Plaintiff objects to each instruction, definition, document request, and interrogatory as
17 overbroad and unduly burdensome to the extent it seeks documents or information that are
18 readily or more accessible to Defendant from Defendant's own files, from documents or
19 information in Defendant's possession, or from documents or information that Defendant
20 previously produced to Plaintiff. Responding to such requests and interrogatory would be
21 oppressive, unduly burdensome, and unnecessarily expensive, and the burden of responding to
22 such requests and interrogatory is substantially the same or less for Defendant as for Plaintiff.
23 This objection encompasses, but is not limited to, documents and answers to interrogatories
24 previously produced by Defendant to Plaintiff in the course of Plaintiff's civil investigation, all
25 correspondence between the Plaintiff and Defendant, all other information provided by
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1 Defendant to Plaintiff, and all information produced by Plaintiff to Defendant in the case file and
2 in response to discovery requests of Defendant.

3 4. Plaintiff objects to each Interrogatory to the extent it is vague, ambiguous, or impossible
4 to answer fully.

5 5. Plaintiff objects to each request to the extent that it calls for the disclosure of information
6 outside the scope of the time, place, subject matter, and circumstances of the occurrences
7 mentioned or complained of in the Complaint.

8 6. Plaintiff objects to each Interrogatory to the extent that it calls for information that is
9 neither relevant nor reasonably calculated to lead to the discovery of relevant or admissible
10 evidence and is intended to oppress and harass Plaintiff.

11 7. Plaintiff objects to each Interrogatory to the extent that it calls for information that is
12 protected by the attorney-client privilege, the work product doctrine, or any other privilege or
13 protection recognized by law. The inadvertent disclosure of protected information shall not be
14 deemed to be a waiver of any privilege.

15 8. Plaintiff objects to each Interrogatory to the extent that Defendant has styled it as one
16 Interrogatory, yet it includes several discrete subparts. *See* NRCP 33(a)(1). Accordingly,
17 Plaintiff will respond to Interrogatories that do not exceed the number of Interrogatories
18 permitted under Nevada law.

19 9. Plaintiff objects to each Interrogatory to the extent that it is overbroad in time and/or
20 scope. If Defendants limit the scope of this Interrogatory to relevant and timely information,
21 Plaintiff will provide a response.

22 10. Plaintiff objects to each Interrogatory to the extent that the identification, research, or
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1 production of the response would be oppressively burdensome and costly because it seeks
2 information in the possession of, known to, or otherwise equally available to the defendant.

3 11. Plaintiff has made a reasonable, good faith inquiry into the subject matter of each
4 Interrogatory. Plaintiff's responses are based on the facts reasonably ascertainable to Plaintiff.

5 12. Plaintiff hereby incorporates the above General Objections in each and every response set
6 forth below. The failure to include any general objection in any specific response does not waive
7 any general objection to that request. Discovery is continuing, and these responses are made
8 without waiver of Plaintiff's right to amend, supplement or otherwise modify these responses
9 and objections at any time and as discovery proceeds.

11 **RESPONSES**

12 **INTERROGATORY NO. 1**

13 Identify all persons who were involved in any way in providing information to answer these
14 Interrogatories, and for all such persons please provide their addresses (including e-mail) and
15 telephone numbers.
16

17 **RESPONSE TO INTERROGATORY NO. 1**

18 Excluding persons that simply typed or reproduced responses: Plaintiff, Tyrone K. Armstrong,
19 whose address, email and telephone number are located above the case caption, answered these
20 Interrogatories.
21

22 **INTERROGATORY NO. 2**

23 Identify and describe each and every payment You, or anyone purporting to act or acting on
24 Your behalf, made toward to balance of the 2004 Note. For each payment, identify the purpose
25 for the payment, the amount of the payment, the balance of the 2004 Note before and after the
26 payment, the date of the payment, the bank or financial institution You (or anyone on Your
27
28

1 behalf) used to make the payment, and the entity that received the payment.

2 **RESPONSE TO INTERROGATORY NO. 2**

3 OBJECTIONS# 3, 8, 9, and 10 listed above applies to this request.

4 Plaintiff considers this a response to seven separate Interrogatories due to discrete subparts.

5 Without waiving said objections, the information requested was previously served upon

6 Defendants on February 07, 2020 as ARM005-060, and served on June 08, 2020 as ARM088-

7 091. With respect to the subpart #6 concerning the bank or financial institution, Nevada State

8 Bank was used to make payments.

9 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 2**

10 Plaintiff answered this Interrogatory in accordance with NRCP 33(d) by specifying the records

11 that must be reviewed to answer this Interrogatory. Particularly, the consent judgment

12 referenced as Bates No. ARM005-035 is a substantial form of consideration that contributed to

13 the satisfaction or settlement of the 2004 Bank of America loan. The pay off letter (ARM036),

14 deed of trust (ARM037-052), note (ARM053-058), and lien release (ARM059-060) corroborate

15 Plaintiff's assertion. Payments were initially made from Nevada State Bank under Plaintiff's

16 mortgage obligation to [Bank of America] and the monthly amount was \$1,434.40 (*see* Bates

17 No. ARM090-091). Plaintiff does not have the ability to reasonably provide each and every date

18 of payment, in addition to *all* payments made on the 2004 Bank of America loan, particularly

19 since the retention period for bank statements from either Nevada State Bank or Bank of

20 America is 7 years. Many of Plaintiff's older bank statements from Nevada State Bank (prior to

21 December 2013) were destroyed by flood at Plaintiff's home in 2016.

22 **INTERROGATORY NO. 3**

23 In paragraph 49 of Your Complaint, You described written correspondence from Bank of

1 America concerning the full payoff of a loan/note. With respect to the each payment that resulted
2 in the payoff of that loan/note, please describe and identify: (1) the date of each payment on the
3 loan/note that resulted in a full payoff; (2) for each such payment, the amount(s) You paid by
4 date; (3) the source of the funds that You used to make the full payoff; (4) from what financial
5 institution account You made payments that resulted in the full payoff; and (5) all individuals
6 with knowledge about the facts and circumstances relating to the full payoff of the loan/note.
7

8 **RESPONSE TO INTERROGATORY NO. 3**

9 OBJECTIONS# 3, 8, 9, and 10 listed above applies to this request.

10 Plaintiff considers this a response to five separate Interrogatories due to discrete subparts.

11 Without waiving said objections, *see* Response to Interrogatory No. 2 with respect to subparts
12 (1)-(4), inclusive; and with respect to subpart (5), *all* individuals with knowledge about the facts
13 and circumstances relating to the full payoff of the 2004 loan/note held by [Bank of America] are
14 unknown. To the best of my knowledge, the following people have knowledge regarding
15 satisfaction of the 2004 [Bank of America] note/deed: Tyrone K. Armstrong and Rena Starks.
16

17 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 3**

18 Plaintiff does not have the ability to reasonably provide each and every date of payment, in
19 addition to *all* payments made on the 2004 Bank of America loan, particularly since the retention
20 period for bank statements from either Nevada State Bank or Bank of America is 7 years. Many
21 of Plaintiff's older bank statements from Nevada State Bank (prior to December 2013) were
22 destroyed by flood at Plaintiff's home in 2016. The monthly payment amount for the 2004 Bank
23 of America loan was \$1,434.40, as reflected on Bates No. ARM090-091; paid from Plaintiff's
24 account at Nevada State Bank; until the balance was satisfied or settled via the consent judgment
25 referenced as Bates No. ARM005-035.
26
27
28

1 **INTERROGATORY NO. 4**

2 Describe all facts and circumstances in any way concerning and giving rise to Your receipt of
3 notice that the 2004 Note was paid off and satisfied.

4 **RESPONSE TO INTERROGATORY NO. 4**

5 OBJECTIONS# 3, 4, 7, 8, 9, and 10 listed above applies to this request.

6 Without waiving said objections, the information requested was previously submitted to
7 Defendants on February 07, 2020 as ARM005-060.

9 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 4**

10 The consent judgment referenced herein as ARM005-035, and other documents that are subject
11 to a pending subpoena return from Bank of America, were submitted to Bank of America to
12 obtain the original note, deed of trust, pay off letter, and lien release. Upon receipt of documents
13 from Bank of America, Plaintiff will forward the same to Defendants.

15 **INTERROGATORY NO. 5**

16 Describe all facts and circumstances supporting Your assertion in paragraph 51 of the
17 Complaint that the BNC mortgage loan, evidenced by the 2007 Note and secured by the 2007
18 Deed of Trust, was not used to extinguish the Bank of America mortgage loan, evidenced by the
19 2004 Note and secured by the 2004 Deed of Trust.

21 **RESPONSE TO INTERROGATORY NO. 5**

22 OBJECTIONS# 9 and 10 listed above applies to this request.

23 Without waiving said objections, Plaintiff denies the existence of a contract with BNC and that
24 the information requested in this Interrogatory was served upon Defendants on February 07,
25 2020 as ARM005-065.
26
27
28

1 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 5**

2 According to a deed and encumbrance report from America First Credit Union referenced as
3 Bates No. ARM061-065, the 2004 Bank of America lien remained in public records together
4 with the 2007 BNC lien from calendar years 2007 to 2017. The coexistence of both liens in
5 public records for over a 10-year period demonstrates that the 2007 BNC loan was not used to
6 extinguish the 2004 Bank of America loan. The Bankruptcy Plan Administrator of the
7 originating bank, BNC, by order of the Bankruptcy Court, conducted a search and confirmed that
8 it was not able to locate any negotiated checks and/or wire transfers in connection with
9 origination of the 2007 BNC loan. All defendants in this matter have provided discovery
10 responses confirming that that they are not in possession, custody or control of negotiated checks
11 and/or wire transfers in connection with the origination of the 2007 BNC loan. According to the
12 public record business license searches identified in ARM103-126, all vendors associated with
13 the purported 2007 BNC loan are out of business and do not have the ability to corroborate
14 tender of payment by BNC. These facts, coupled by Plaintiff's receipt of the original
15 note/deed/pay off letter/lien release related to the 2004 Bank of America loan support Plaintiff's
16 allegation that the 2007 BNC loan is void.
17
18
19

20 **INTERROGATORY NO. 6**

21 Identify and describe each payment You, or anyone purporting to act acting on Your behalf,
22 made toward to balance of the 2007 Note. For each payment, identify the purpose for the
23 payment, the amount of the payment, the balance of the 2007 Note before and after the payment,
24 the date of the payment, the bank or financial institution You (or anyone acting on Your behalf)
25 used to make the payment, and the entity that received the payment.
26
27
28

1 **RESPONSE TO INTERROGATORY NO. 6**

2 OBJECTIONS# 4, 6, 8, and 9 listed above applies to this request.

3 Plaintiff considers this a response to seven separate Interrogatories due to discrete subparts. *See*
4 response to Interrogatory No. 5. To further complete this response, please see paragraphs 31, 33
5 and 76 of Plaintiff's verified complaint filed herein on June 19, 2019.

6 **MODIFICATION TO RESPONSE TO INTERROGATORY NO. 6**

7
8 At no time has Plaintiff tendered payment toward the 2007 BNC loan, ever. The 2007 BNC loan
9 was not supported by legal consideration, rendering it *void ab initio*; and Plaintiff was excused
10 from any alleged obligation to tender payment to BNC or its purported successors.¹

11 **INTERROGATORY NO. 7**

12
13 With respect to when You first learned about the 2007 Note or the 2007 Deed of Trust,
14 whichever You learned of first, please identify: (1) how and by what means You learned of the
15 2007 Note or the 2007 Deed of Trust; (2) from whom You learned of the 2007 Note or the 2007
16 Deed of Trust; (3) when You learned of the 2007 Note or the 2007 Deed of Trust; and (4) what
17 steps You took and/or what You did upon learning of the 2007 Note or the 2007 Deed of Trust.
18

19 **RESPONSE TO INTERROGATORY NO. 7**

20 OBJECTIONS# 2, 3, 4, 6, 8, 9, and 10 listed above applies to this request.

21 Plaintiff considers this a response to four separate Interrogatories due to discrete subparts.

22 Without waiving said objections, I do not remember: (i) how, (ii) from whom or (iii) when I
23 learned of the purported BNC note/deed. (iv) The steps I took upon learning of the BNC
24

25
26
27 ¹ [I]f a plaintiff "properly allege[s] the foreclosure was void and not merely voidable, tender [is]
28 not required to state a cause of action for quiet title." *Palmer v. MTC Fin., Inc.*, 2017 U.S. Dist.
LEXIS 81371, *27, 2017 WL 2311680 (E.D. Cal. May 26, 2017) (citing *Sciarratta*, 247 Cal.
App. 4th at 568).

note/deed are reflected in the following documents: ARM059-060, ARM066-072, ARM080-085,
ARM103-115, ARM159; ARM00201-206, and ARM281-317.

INTERROGATORY NO. 8

Identify each financial institution from which You received and/or utilized banking services
between January 1, 2007 and the present time.

RESPONSE TO INTERROGATORY NO. 8

OBJECTIONS# 9 and 11 listed above applies to this request.

Without waiving said objections, the financial institutions I utilized from 2007 to the present
time were Nevada State Bank, Wells Fargo, and America First Credit Union.

INTERROGATORY NO. 9

Identify each bank account that You opened, maintained, and/or closed from January 1, 2004
to the present time.

RESPONSE TO INTERROGATORY NO. 9

OBJECTIONS# 9 and 11 listed above applies to this request.

Without waiving said objections, the financial institutions I utilized from 2004 to the present
time were Nevada State Bank, Wells Fargo, and America First Credit Union.

INTERROGATORY NO. 10

Identify and describe in detail any and all loans, either made to You or from which you have
benefited, that used the Property as collateral or security between 2004 and the present time. For
each such loan, please identify: (1) the date the loan was made or originated; (2) the amount of
the loan; (3) the lender for such loan; and (4) the borrower for such loan.

RESPONSE TO INTERROGATORY NO. 10

OBJECTIONS# 3, 8, 9, 10, and 11 listed above applies to this request.

1 Without waiving said objections, this information was served upon Defendant on February 07,
2 2020 as ARM037-058, ARM207-240.

3 **SUPPLEMENT TO INTERROGATORY NO. 10**

4 In accordance with NRCp 33(d), the records specified as ARM252-254 and ARM255-280 must
5 also be reviewed to answer this Interrogatory.
6

7 **INTERROGATORY NO. 11**

8 Describe the facts and circumstances concerning Your receipt of the sum of \$5,432.81, noted
9 as "Cash to Borrower" on line 303 of the 2007 Settlement Statement, which US Bank Trust
10 disclosed in its initial disclosures as USBNA 00279-00282, also disclosed by PHH Mortgage
11 Corporation as PHH 75-78, and please identify and describe how You used, allocated, or spent
12 that sum.
13

14 **RESPONSE TO INTERROGATORY NO. 11**

15 OBJECTIONS# 6, 8, and 10 listed above applies to this request.

16 This request is based on hearsay, speculation, assumes facts not in evidence; no personal
17 knowledge by Defendant; not reasonably calculated to lead to the discovery of admissible
18 evidence. Without waiving said objections, at no time did Plaintiff receive the sum of \$5,432.81,
19 noted as "Cash to Borrower" on line 303 of the document identified as 2007 BNC Settlement
20 Statement and, accordingly at no time did Plaintiff use, allocate or spend the purported sum.
21

22 **INTERROGATORY NO. 12**

23 Identify and describe each and every attempt or effort made by You, or anyone acting on Your
24 behalf, to refinance any mortgage loan on the Property from the date You first became the owner
25 of the Property. In Your response, include the reason for the attempt or effort, the date of the
26 attempt or effort, the result of the attempt or effort, and the individual or entity to whom You or
27
28

1 Your representative made that attempt or effort.

2 **RESPONSE TO INTERROGATORY NO. 12**

3 OBJECTIONS# 3, 8, 9, 10, and 11 listed above applies to this request.

4 Without waiving said objections, *see* ARM001-002, ARM037-052, ARM252-280, and
5 paragraphs 25-28 of Plaintiff's complaint filed herein on June 19, 2019.

6 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 12**

7
8 On December 23, 1998, Plaintiff acquired his initial loan on the property from Norwest
9 Mortgage, Inc., in the amount of \$118,354.00 at a 7.00% interest rate. On December 23, 2003,
10 Plaintiff refinanced his loan with Finance America LLC, in the amount of \$153,900.00 at a
11 6.75% interest rate. Plaintiff benefitted from an equity loan in the amount of \$35,546.00 and a
12 0.25% reduction of his interest rate. On December 29, 2004, Plaintiff refinanced his loan for the
13 final time with New Century Mortgage Corporation, in the amount of \$224,000.00 at a 6.50%
14 interest rate. Plaintiff benefitted from an equity loan in the amount of \$70,100.00 and a 0.25%
15 reduction of his interest rate.
16

17 **INTERROGATORY NO. 13**

18
19 Identify each and every fact that supports Your allegation that the signature for Tyrone
20 Armstrong on the 2007 Note and the 2007 Deed of Trust is a forgery, including the name, title,
21 last known home and work address, last known phone number, and last known e-mail address of
22 each person You believe may have forged the signature, as well as the reason You allege such
23 forgery.
24

25 **RESPONSE TO INTERROGATORY NO. 13**

26 OBJECTIONS# 3, 8, 9, 10, and 11 listed above applies to this request.
27
28

Without waiving said objections, *see* ARM073-079, ARM086-087, ARM103-126, ARM201-202, ARM241-251.

SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 13

Plaintiff does not have the ability to include the name, title, last known home and work address, last known phone number, and last known e-mail address of each person that may have forged his signature, as Plaintiff has no knowledge. In support of reasons Plaintiff alleges forgery, Bates No. ARM073-087 contains Plaintiff's affidavits of identity theft submitted to the Internal Revenue Service and the North Las Vegas Police Department; and ARM201-202 is an affidavit in which Plaintiff indicates under oath "That at no time did [Plaintiff] apply for or execute documents in connection with a second mortgage loan with BNC Mortgage, Inc."

INTERROGATORY NO. 14

Identify each and every communication You have had with any person or entity relating to the 2007 Note and the 2007 Deed of Trust, including, but not limited to, all communications in which you have disputed or contested the authenticity and enforceability of the 2007 Note and the 2007 Deed of Trust. For each such communication, please identify all parties to the communication, the date of the communication, the substance of the communication, whether the communication was oral or written, and, if written, identify the writing.

RESPONSE TO INTERROGATORY NO. 14

OBJECTIONS# 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11 listed above apply to this request.

Without waiving said objections, I deny the existence of a contract with BNC; and I have made diligent search and reasonable inquiry and the information is not known or readily obtainable by me; and with respect to "each and every communication," I have received email correspondences from the attorneys of Defendant U.S. Bank Trust identified on the certificate of service attached

1 hereto. Please type "performanceoneautomotive@gmail.com" in your email search box to
2 retrieve all communications.

3 **MODIFICATION TO RESPONSE TO INTERROGATORY NO. 14**

4 With the exception of the defendants or their attorneys in the instant matter, Plaintiff is not
5 aware, or does not recall any communications with other parties to which Plaintiff may have
6 disputed or contested the authenticity and enforceability of the 2007 BNC loan.

8 **INTERROGATORY NO. 15**

9 Identify each and every medical and non-medical professional You have sought out, consulted
10 with, or obtained treatment from, or that is otherwise aware of the symptoms You allege You
11 have suffered as described in Your Complaint, including Your "lack of sleep, anxiety,
12 depression, lack of appetite and loss of productivity related to [Your] employment."

14 **RESPONSE TO INTERROGATORY NO. 15**

15 OBJECTIONS# 9, 10, 11 and 12 listed above apply to this request. Unknown at this time.
16 Plaintiff reserves the right to supplement this response.

18 **MODIFICATION TO RESPONSE TO INTERROGATORY NO. 15**

19 OBJECTIONS# 5 and 6 listed above apply to this request.

20 On December 07, 2020, Plaintiff filed a motion to take leave of court to file the first amended
21 complaint and set aside his claim of intentional infliction of emotional distress. Discovery
22 concerning the "lack of sleep, anxiety, depression, lack of appetite and loss of productivity
23 related to [Your] employment" is no longer proportional to the needs of the case.

25 **INTERROGATORY NO. 16**

26 For each and every misrepresentation and/or omission of material fact that You allege that US
27 Bank Trust has ever made to You, please identify and describe, in detail: (1) what exactly was
28

1 false and/or omitted about each such misrepresentation and/or omission of material fact; (2)
2 when each such misrepresentation and/or omission of material fact was made; (3) who made
3 each such misrepresentation and/or omission of material fact; (4) when you learned about each
4 such misrepresentation and/or omission of material fact; and (5) what you did in response to each
5 such misrepresentation and/or omission of material fact.
6

7 **RESPONSE TO INTERROGATORY NO. 16**

8 OBJECTIONS# 3, 4, 9, 10, 11, and 12 listed above apply to this request. Without waiving said
9 objections, *see* ARM001-002, ARM084-085, ARM092-100, ARM153-156, ARM159, ARM198-
10 200. Plaintiff reserves the right to supplement this response.
11

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

13 On February 07, 2020, Defendant U.S. bank disclosed documents labeled as USBNA00252-254
14 that appear to be a title insurance claim and response concerning the property and First American
15 Title Insurance Company. The title insurance company's response dated September 08, 2015
16 reflects a first lien held by [Bank of America] that prevented continuing foreclosure action by the
17 defendants. Despite this knowledge, Defendant U.S. Bank vicariously through its agents Ocwen
18 and Western, ordered or otherwise caused adverse claims that it knew, or should have known to
19 be false, to be recorded against the property on May 31, 2018 and on June 13, 2019, as detailed
20 in Bates No. ARM002 and ARM153-156. These actions were malicious and Defendant U.S.
21 Bank took measures to convert Plaintiff's property as its own. In response to the
22 misrepresentations and/or omissions of material fact, Plaintiff has requested punitive damages.
23
24

25 **INTERROGATORY NO. 17**

26 Concerning Your allegation that US Bank Trust prepared, posted, published, and/or recorded
27 documents that it "knew or should have known . . . were improper", describe in detail all facts
28

1 and circumstances for Your allegation that US Bank Trust knew or should have known that any
2 assertions contained in such documents were false or improper.

3 **RESPONSE TO INTERROGATORY NO. 17**

4 *See* response to Interrogatory No 16.

5 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 17**

6 Defendant U.S. bank knew, or should have known that each recordation of a Notice of Default
7 and Election to Sell or Notice of Trustee Sale identified in Bates No. ARM001-002 was
8 improper because Defendant U.S. Bank was in possession of and had knowledge of First
9 American Title Insurance Company's findings that prevented continuing foreclosure action as
10 specified in Bates No. USBNA00252-254. Said recordings were naturally and commonly to be
11 interpreted as denying, disparaging, and casting doubt upon Plaintiff's legal title to the Property.
12

13 **INTERROGATORY NO. 18**

14 Describe in detail all facts and circumstances supporting Your allegation that US Bank Trust
15 intended to cause You emotional distress and/or acted with a reckless disregard for causing You
16 emotional distress.
17

18 **RESPONSE TO INTERROGATORY NO. 18**

19 *See* Response to interrogatory 16.

20 **MODIFIED RESPONSE TO INTERROGATORY NO. 18**

21 On December 07, 2020, Plaintiff filed motion to take leave to file his first amended complaint.
22 Plaintiff set aside and removed the claim of intentional infliction of emotional distress from the
23 first amended complaint.
24

25 **INTERROGATORY NO. 19**

26 Describe in detail, and provide supporting calculations, for each element and amount of
27
28

1 damages that You allege You have suffered as a result of the preparation, posting, publishing,
2 and/or recording of any document by US Bank Trust.

3 **RESPONSE TO INTERROGATORY NO. 19**

4 OBJECTIONS# 3, 9, 10, 11, and 12 listed above apply to this request.

5 See Plaintiff's Disclosure of Damages and Continuing Duty to Disclose Documents served
6 herein on July 10, 2020. Plaintiff reserves the right to supplement this response.

7 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 19**

8 Plaintiff is impeded from renting out the property for rental income due to Defendant U.S.
9 Bank's continuous and malicious recordings in an attempt to foreclose on the property.
10 Plaintiff's Disclosure of Damages and Continuing Duty to Disclose Documents served herein on
11 July 10, 2020, pg.2, paragraph A, specifies the calculated damages in complete detail.
12

13 **INTERROGATORY NO. 20**

14 Describe in detail how, and in what manner, US Bank Trust interfered, in any way, with Your
15 use of the Property, including, but not limited to, what has occurred that has impaired and/or
16 impeded Your ability to use the Property as the result of any act or omission of US Bank Trust.
17

18 **RESPONSE TO INTERROGATORY NO. 20**

19 OBJECTIONS# 3, 9, 10, 11, and 12 listed above apply to this request.

20 Without waiving said objections, see ARM061-065, ARM092-100, ARM127-135, ARM136-
21 142, ARM153-158, ARM170-195, ARM198-200, ARM203-206, ARM281-317. Plaintiff
22 reserves the right to supplement this response.
23

24 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 20**

25 Plaintiff's proposed exhibits ARM061-064 identified a deviation from banking industry
26 standards and reflects the coexistence of two liens that greatly exceed the value of the property.
27
28

1 Defendant U.S. Bank, notwithstanding its knowledge of the title insurance findings labeled as
2 Bates No. USBNA00252-254, continued to enforce the false lien. Defendant U.S. Bank knew,
3 or should have known that someone else might act in reliance on the purported 2007 BNC loan,
4 causing Plaintiff financial loss, as Plaintiff was denied for a home equity loan from America First
5 Credit Union. Plaintiff's inability to refinance his property is due to the acts or omissions of
6 Defendant U.S. Bank, together with its agents Ocwen and Western, via the continuous
7 enforcement of a false encumbrance that has impeded Plaintiff's ability to use the property as
8 desired.
9

10 **INTERROGATORY NO. 21**

11 Describe in detail any attempt You have made to contact Roseanne Ehring and/or National
12 Alliance Title Company including, but not limited to, when you attempted to contact them, how
13 you attempted to contact them, and what happened when you attempted to contact them.
14

15 **RESPONSE TO INTERROGATORY NO. 21**

16 OBJECTIONS# 3, 8, 9, 10, and 11 listed above apply to this request.

17 Without waiving said objections, *see* ARM103-115, ARM201-202.
18

19 **SUPPLEMENTAL RESPONSE TO INTERROGATORY 21**

20 Plaintiff's proposed exhibits ARM201-202 is the Declaration of Plaintiff that specifies the due
21 diligence conducted in an attempt to make contact with Roseanne Ehring, a Nevada notary, but
22 to no avail. Plaintiff's proposed exhibits ARM103-115 reflect public records from the Nevada
23 Secretary of State and Clark County Business Licensing that reflect National Alliance Title
24 Company went out of business in 2007-2008.
25

26 **INTERROGATORY NO. 22**

27 For each and every category of damages you allege that US Bank Trust has caused you, please:
28

1 (1) identify the nature and amount of each such category of damages; and (2) describe exactly
2 what US Bank Trust did, or did not do, which caused each such category of damages.

3 **RESPONSE TO INTERROGATORY NO. 22**

4 OBJECTIONS# 3, 9, 10, 11, and 12 listed above apply to this request.

5 Without waiving said objections, *see* Plaintiff's Disclosure of Damages and Continuing Duty to
6 Disclose Documents served herein on July 10, 2020; and also *see* response to Interrogatory No
7 20. Plaintiff reserves the right to supplement this response.

9 **INTERROGATORY NO. 23**

10 For each Request for Admission, served concurrently herewith or prior hereto, that You
11 denied in whole or in part, describe in detail the basis for each such denial by You.

13 **RESPONSE TO INTERROGATORY NO. 23**

14 OBJECTIONS# 2, 3, 4, 8, 9, 10, 11 and 12 listed above apply to this request.

15 Without waiving said objections, *see* Plaintiff's First Amended Disclosure of Documents and
16 Witnesses served contemporaneously herewith.

18 **SUPPLEMENTAL RESPONSE TO INTERROGATORY NO. 23**

19 Plaintiff does not have the ability to answer this Interrogatory without exceeding the 40
20 Interrogatory limit of NRCp 33(a)(1) as a result of responding to discrete subparts to each and
21 every denial Plaintiff has made to Requests for Admissions.

22 **INTERROGATORY NO. 24**

23 Please set forth the following: (1) Your date and place of birth; (2) Your current address; (3)
24 Your employment history, up to and including the present time; and (4) Your educational
25 background.
26
27
28

1 **RESPONSE TO INTERROGATORY NO. 24**

2 OBJECTIONS# 3, 5, 6, 8, 9, 10, 11, and 12 listed above apply to this request.

3 Plaintiff considers this a response to four separate Interrogatories due to discrete subparts.

4 Without waiving said objections, Plaintiff: (1) was born on 10/06/1962 in Greensboro, South
5 Carolina; (2) currently resides at 3713 Brentcove Drive, North Las Vegas, Nevada 89032; (3)
6 employed as a professional boxer from 1986-1995, employed at Stardust Hotel/Casino from
7 1996-2002, employed at Monte Carlo Hotel/Casino 2003-2012; and Plaintiff's highest level of
8 education is the 12th grade.
9

10 **INTERROGATORY NO. 25**

11 Please set forth whether You are, or at any time have been, disabled from employment and, if
12 so, set forth: (1) all circumstances giving rise to any such disability; (2) the nature and extent of
13 such disability; and (3) by whom and when You have been professionally certified or declared
14 disabled.
15

16 **RESPONSE TO INTERROGATORY NO. 25**

17 OBJECTIONS# 2, 5, 6, 7, 8,9, 10, and 11 listed above apply to this request.

18 Plaintiff considers this a response to three separate Interrogatories due to discrete subparts. This
19 request seeks to invade the right of privacy of Plaintiff's medical history, and is intended to
20 oppress and harass Plaintiff. Without waiving said objections, Plaintiff has conducted a diligent
21 search and reasonable inquiry and will provide all non-privileged documents once Plaintiff is in
22 possession of the same. To the best of my knowledge, (1) Plaintiff became disabled due to a
23 head injury; (2) said injury affects Plaintiff's memory, balance, equilibrium, speech, etc.; and (3)
24 I do not recall by which professional I was declared disabled. Plaintiff reserves the right to
25 supplement this response.
26
27
28

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

2 Plaintiff considers this a response to three separate Interrogatories due to discrete subparts.

3 Plaintiff removed and set aside the claim of intentional infliction of emotional distress as
4 reflected in his motion for leave to file first amended complaint filed on December 07, 2020.

5 The request for Plaintiff's disability and identification of medical professionals are no longer
6 proportional to the needs of the case and, Plaintiff further invokes the physician-client privilege.

7 **INTERROGATORY NO. 26**

8 In connection with the preceding Interrogatory, please set forth whether You have received
9 any form of disability benefits and, if so, the entire history of Your receipt of such benefits.

10 **RESPONSE TO INTERROGATORY NO. 26**

11 **OBJECTIONS# 2, 5, 6, 7, 8,9, 10, and 11 listed above apply to this request.**

12 Without waiving said objections, Plaintiff receives disability benefits in the amount of \$1,360.00
13 per month.

14 **MODIFIED RESPONSE TO INTERROGATORY NO. 26**

15 Plaintiff considers this a response to three separate Interrogatories due to discrete subparts.

16 Plaintiff removed and set aside the claim of intentional infliction of emotional distress as
17 reflected in his motion for leave to file first amended complaint filed on December 07, 2020.

18 The request for Plaintiff's disability and identification of medical professionals are no longer
19 proportional to the needs of the case and, Plaintiff further invokes the physician-client privilege.

20 **INTERROGATORY NO. 27**

21 Please set forth: (1) the genesis of, the nature of, the extent of, and the reason for the
22 involvement of Mr. Ramin Zabeti in this litigation; (2) the complete educational and employment
23 background of Mr. Ramin Zabeti, to include any current employment; (3) the circumstances
24

1 under which you met, or were introduced to, Mr. Ramin Zabeti; (4) the extent to which Mr.
2 Ramin Zabeti has been, or is anticipated to be compensated for his involvement in this litigation,
3 including the full nature and extent of any such compensation agreement.

4 **RESPONSE TO INTERROGATORY NO. 27**

5 OBJECTIONS# 3, 5, 6, 8, 9, 10, and 11 listed above applies to this request.

6 The proposed discovery is outside the scope permitted by Rule 26(b)(1). Not relevant to the
7 claim or defense of any party, not relevant to the subject matter involved in this action, is not
8 reasonably calculated to lead to the discovery of admissible evidence; and is intended to oppress
9 and harass Plaintiff. Without waiving said objections, *see* Plaintiff's Individual Case Conference
10 Report, page 2, footnote 1.
11

12 **MODIFIED RESPONSE TO INTERROGATORY NO. 27**

13 Plaintiff met Mr. Zabeti through the sport of boxing. They trained at the same facilities when
14 Plaintiff was a professional boxer and Mr. Zabeti was in the amateur program. Plaintiff and Mr.
15

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1 Zabeti remained friends long after their boxing careers ended. Mr. Zabeti was present during the
2 relevant time periods between 2004-2007, is listed as a witness in this matter, and possesses
3 personal knowledge that can assist in determining relevant facts of this case. Mr. Zabeti
4 graduated from the University of Nevada Las Vegas with a Bachelor degree in criminal
5 justice/pre-law studies. Mr. Zabeti is currently employed at Zabeti Industries LLC and conducts
6 research for law firms, under the supervision of various attorneys. Mr. Zabeti has received no
7 compensation, has not asked Plaintiff for any compensation whatsoever, and has volunteered
8 countless hours to help Plaintiff.
9

10 Per NRS 53.045 "I declare under penalty of perjury that the foregoing is true and correct."
11

12 **DATED** this 7th day of December, 2020.

13 By: /s/ Tyrone K. Armstrong
14 TYRONE K. ARMSTRONG
15 3713 Brentcove Drive
16 North Las Vegas, Nevada 89032
17 (702) 491-8426
18 performanceoneautomotive@gmail.com
19 *Plaintiff Pro Se*
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 7th day of December, 2020, I served a true and correct copy of the foregoing *Plaintiff's Modified and/or Supplemental Responses to Defendant U.S. Bank's First Set of Interrogatories* via the Court designated electronic service and/or U.S. Mail, first class postage prepaid, addressed to the following:

HOUSER, LLP
Jeffrey S. Allison, Esq.
6671 S. Las Vegas Boulevard
Las Vegas, Nevada 89119
Email: jallison@houser-law.com

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

FOX ROTHSCHILD, LLP
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ksutehall@foxrothschild.com
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Attorneys for U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-B3

By: /s/ Tyrone K. Armstrong
TYRONE K. ARMSTRONG
3713 Brentcove Drive
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performanceoneautomotive@gmail.com
Plaintiff Pro Se

EXHIBIT 10

EXHIBIT 10

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2009 FEB 27 P 3:08

Ernest D. Figueroa
CLERK OF THE COURT

1 **ORDG**
2 **CATHERINE CORTEZ MASTO**
3 **Attorney General**
4 **ERNEST D. FIGUEROA**
5 **Chief Deputy Attorney General**
6 **Nevada Bar No. 006295**
7 **100 North Carson Street**
8 **Carson City, Nevada 89701**
9 **775-684-1197**
10 **Attorneys for Plaintiff, State of Nevada**

DISTRICT COURT
CLARK COUNTY, NEVADA

CC

9 **STATE OF NEVADA**

10 **Plaintiff,**

11 **vs.**

12 **COUNTRYWIDE FINANCIAL CORPORATION,**
13 **a Delaware corporation;**

14 **Defendant.**

) **Case No.:**
) **Dept. No.:**

A583442

XIII

) **BUSINESS COURT REQUESTED**
) **ARBITRATION EXEMPTION**
) **Action in Equity**

ORDER

16 The Court having reviewed the documents submitted and upon the stipulation of the
17 parties,

18 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Consent Judgment entered
19 in this action be hereby approved and entered with the Clerk of this Court.

20 **DATED:** *February 26, 2009*

[Signature]
DISTRICT COURT JUDGE

22 **SUBMITTED BY:**
23 **CATHERINE CORTEZ MASTO**
24 **Attorney General**

25 **By:** *[Signature]*
26 **ERNEST D. FIGUEROA**
27 **Chief Deputy Attorney General**
28 **Nevada Bar No. 006295**
29 **100 North Carson Street**
30 **Carson City, Nevada 89701**
31 **775-684-1197**
32 **Attorneys for the State of Nevada**

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1 NEOJ
2 CATHERINE CORTEZ MASTO
3 Attorney General
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5 Chief Deputy Attorney General
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7 100 North Carson Street
8 Carson City, Nevada 89701
9 775-684-1197
10 Attorneys for Plaintiff, State of Nevada

11 DISTRICT COURT
12 CLARK COUNTY, NEVADA

13 STATE OF NEVADA

14 Plaintiff,

15 vs.

16 COUNTRYWIDE FINANCIAL CORPORATION,
17 a Delaware corporation;

18 Defendant.

) Case No.: A583442
) Dept. No.: XIII

) BUSINESS COURT REQUESTED
) ARBITRATION EXEMPTION
) Action in Equity

19 NOTICE OF ENTRY OF ORDER

20 TO: COUNTRYWIDE MORTGAGE LENDING, Defendant; and

21 TO: ARIEL E. STERN, of the Law Firm BALLARD SPAHR ANDREWS & INGERSOLL,
22 LLP, Counsel for Defendant.

23 YOU will please take notice that the attached ORDER was entered in this action on the
24 26th day of February, 2009.

25 DATED this 3 day of March, 2009.

26 SUBMITTED BY:
27 CATHERINE CORTEZ MASTO
28 Attorney General

By:

ERNEST D. FIGUEROA
Chief Deputy Attorney General
Nevada Bar No. 006295
100 North Carson Street
Carson City, Nevada 89701

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 3rd day of March, 2009, I deposited for mailing, a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER**, in the United States Mail, postage prepaid thereon, addressed to the following:

Ariel E. Stern
BALLARD SPAHR ANDREWS & INGERSOLL, LLP
100 City Parkway, Suite 1750
Las Vegas, Nevada 89106
Counsel for Defendant


DORIANNE POTNAR, an employee of the
Office of the Attorney General

ORIGINAL

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Ed [Signature]
CLERK OF THE COURT

1 CONS
2 CATHERINE CORTEZ MASTO
3 Attorney General
4 ERNEST D. FIGUEROA
5 Chief Deputy Attorney General
6 Nevada Bar No. 006295
7 100 North Carson Street
8 Carson City, Nevada 89701
9 775-684-1197
10 Attorneys for Plaintiff, State of Nevada

DISTRICT COURT
CLARK COUNTY, NEVADA

11 STATE OF NEVADA

12 Plaintiff,

13 vs.

14 COUNTRYWIDE FINANCIAL CORPORATION,
15 a Delaware corporation,

16 Defendant.

) A583442
) Case No.:
) Dept. No.: X11

) BUSINESS COURT REQUESTED
) ARBITRATION EXEMPTION
) Action in Equity

17 CONSENT JUDGMENT

18 Come now Plaintiff, STATE OF NEVADA, by and through its attorney, CATHERINE
19 CORTEZ MASTO, Attorney General, and her Chief Deputy, Ernest D. Figueroa, and
20 Defendant COUNTRYWIDE FINANCIAL CORPORATION, in the above entitled and
21 numbered cause. Plaintiff STATE OF NEVADA and Defendant COUNTRYWIDE FINANCIAL
22 CORPORATION (collectively, the "Parties") hereby consent to the entry of this Consent
23 Judgment as set forth below, without trial or adjudication of any issue of fact or law.

24 This Court has jurisdiction to enter and enforce this Judgment. Venue is proper in this Court.

25 The terms of this Consent Judgment ("Judgment") shall be governed by the laws of the
26 State of Nevada.

27 The parties voluntarily enter in this Judgment on the terms and conditions set forth
28 below:

RECEIVED
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CLERK OF THE COURT

1. DEFINITIONS

1.1 *Usage.* The following rules apply to the construction of this Judgment:

(a) the singular includes the plural and the plural includes the singular;

(b) "include" and "including" are not limiting;

(c) the headings of the Sections and subsections are for convenience and shall not constitute a part of this Judgment, and shall not effect the meaning, construction, or effect of the applicable provisions of this Judgment;

(d) a reference in this Judgment or any Schedule to an Section, Exhibit, or Schedule without further reference is a reference to the relevant Section, Exhibit, or Schedule to this Judgment; and

(e) words such as "hereunder," "hereto," "hereof," and "herein," and other words of like import shall, unless the context clearly indicates to the contrary, refer to the whole of this Judgment and not to any particular Section, subsection or clause hereof.

1.2 *Defined Terms.* The following capitalized terms shall have the following meanings in this Judgment unless otherwise required by the context or defined:

"*Affiliate*" means, with respect to any company, any company that controls, is under common control with, or is controlled by such company.

"*Affordability Equation*" has the meaning given to such term in Section 4.4.

"*Alt-A Residential Mortgage Loans*" means CFC Residential Mortgage Loans that are (a) not owned by a GSE; (b) not Subprime; (c) not a Pay Option ARM; (d) less than \$400,000 in original principal amount; and (e) including documentation or other characteristics that make such loans not Federal Eligible.

"*Annual Increase*" means, with respect to any stated rate of interest, an annual increase in the stated rate of interest such that the aggregate scheduled payments of principal (if applicable) and interest in any year does not increase by more than 7.5% of the aggregate scheduled payments of principal and interest in the preceding year, subject to any stated interest rate cap.

///

1 "ARMs" means adjustable rate first-lien residential mortgage loans.

2 "BAC" means Bank of America Corporation.

3 "Borrower" means, with respect to any owner-occupied CFC Residential Mortgage
4 Loan, the obligor(s) on such loan. No covenant or commitment herein is intended to require
5 a CFC Servicer to deal with more than one obligor on behalf of any Borrowers with respect
6 thereto.

7 "CFC" means Countrywide Financial Corporation.

8 "CFC-Originated" means, with respect to any residential mortgage loan, that such
9 residential mortgage loan is a first-lien residential mortgage that was originated on a retail
10 basis directly or indirectly by CFC or its subsidiaries or through brokers in their wholesale
11 lending channels.

12 "CFC-Originated" residential mortgage loans do not include CFC Purchased Loans.

13 "CFC Purchased Loans" means any first-lien residential mortgage loan originated by
14 unaffiliated third parties and directly or indirectly purchased by CFC or its subsidiaries through
15 their correspondent lending channels or otherwise, provided that such loan is serviced by a
16 CFC Servicer.

17 "CFC Purchased Loans" do not include CFC-Originated residential mortgage loans.

18 "CFC Residential Mortgage Loans" means any (i) CFC-Originated first-lien residential
19 mortgage loans, or (ii) CFC Purchased Loans, so long as, in each case, such loans are
20 serviced by a CFC Servicer.

21 "CFC Servicer" means CFC or any Affiliate of CFC that services CFC Residential
22 Mortgage Loans.

23 "CLTV" means, with respect to a first-lien residential mortgage loan as of the time
24 underwritten, the ratio of the sum of the unpaid principal balance of such mortgage loan plus
25 the unpaid principal balance on any second-lien mortgage to the Market Value of the
26 residential property that secures such mortgages.

27 ///

28 ///

1 "**Commencement Date**" means October 6, 2008.

2 "**Delinquent Borrower**" means, with respect to any Borrower, that the related CFC
3 Residential Mortgage Loan (a) is Seriously Delinquent on or before the Termination Date, or
4 (b) is subject to an imminent reset or Recast and, in the reasonable view of the CFC Servicer,
5 as a result of such reset or Recast is reasonably likely to become Seriously Delinquent on or
6 before the Termination Date.

7 "**Eligible Borrower**" has the meaning given to such term in Section 4.1.

8 "**Fannie Mae**" means Federal National Mortgage Association.

9 "**Fannie Rate**" means, as of any date, the Fannie Mae 30-year fixed rate 60-day
10 delivery required net yield as of such date or if such rate is for any reason not available, a
11 comparable rate published by another nationally recognized source.

12 "**Federal Eligible**" means, with respect to any first-lien residential mortgage loan that,
13 at the time of origination, (a) such loan is or was eligible for sale to, or guaranty or insurance
14 by, a federal agency, GSE or comparable federally-sponsored entity similar to a GSE, under
15 then applicable guidelines of such agency, GSE or entity, or (b) such loan was made in
16 connection with a program intended to qualify for credit under the Community Reinvestment
17 Act of 1977.

18 "**Foreclosure Avoidance Budget**" has the meaning given to such term in Section
19 4.4(a).

20 "**Foreclosure Relief Program**" means the program under which certain Borrowers will
21 be offered payments, as set forth in Section 6.

22 "**Foundation**" has the meaning given to such term in Section 7.

23 "**Freddie Mac**" means Federal Home Loan Mortgage Corporation.

24 "**GSE**" means a government-sponsored enterprise such as Fannie Mae or Freddie
25 Mac.

26 "**Interest Rate Floor**" means, with respect to modification of a Qualifying Mortgage
27 hereunder, (a) a rate of 3.2% per annum if the modification results in an interest-only
28

1 payment; or (b) a rate of 2.5% per annum if the modification results in a fully amortizing
2 payment.

3 **"LTV"** means, with respect to a first-lien residential mortgage loan as of the time
4 reviewed for eligibility for modification, the ratio of the unpaid principal balance of such
5 mortgage loan to the Market Value of the residential property that secures such mortgage.

6 **"Market Value"** means, with respect to any residential mortgage loan, the value of the
7 residential property that secures such mortgage loan as determined by a lender or servicer in
8 reliance on an appraisal (whether based on an appraisal report prepared not more than 180
9 days before the date of determination, broker price opinion prepared not more than 120 days
10 before the date of determination, or automated valuation model prepared not more than 90
11 days before the date of determination).

12 **"Office of the Attorney General"** means the Office of the Attorney General of the
13 State of Nevada.

14 **"Pay Option ARMs"** means ARMs that, during an initial period (and subject to Recast),
15 permit the borrower to choose among two or more payment options, including an interest-only
16 payment and a minimum (or limited) payment.

17 **"Qualifying Mortgage"** has the meaning given to such term in Section 4.2.

18 **"Recast"** means, in the case of a Pay Option ARM, a contractual payment recast to a
19 fully amortized payment based on a negative amortization trigger.

20 **"Relocation Assistance payment"** has the meaning given to such term in Section 5.1.

21 **"Seriously Delinquent"** means, with respect to any residential mortgage loan, that
22 payments of interest or principal are 60 or more days delinquent.

23 **"Seriously Delinquent Borrower"** means, with respect to any Borrower that, on or
24 before the Termination Date, the related CFC Residential Mortgage Loan is Seriously
25 Delinquent.

26 **"Subprime 2, 3, 5, 7, and 10 Hybrid ARMs"** means Subprime Mortgage Loans that
27 are 2, 3, 5, 7, and 10 Hybrid ARMs.

28 ///

1 **"Subprime Mortgage Loans"** means first-lien residential mortgage loans that combine
 2 higher risk features (such as low or no documentation, low equity, adjustable interest rates,
 3 prepayment penalties, cash-out financing) with higher risk borrower profiles (lower FICO
 4 scores, recent bankruptcies/foreclosures, major derogatory credit), resulting in a loan that
 5 could not reasonably be underwritten and approved as a "prime" loan. An existing CFC
 6 Residential Mortgage Loan would be a **"Subprime Mortgage Loan"** if it is identified as such in
 7 connection with a securitization in which it is part of the pool of securitized assets or, in the
 8 case of a CFC Residential Mortgage Loan that is not included in a securitization, was
 9 classified as being "subprime" on the systems of CFC and its subsidiaries on June 30, 2009.

10 **"Termination Date"** means June 30, 2012.

11 **2. CFC SOLE OBLIGOR ON ALL OBLIGATIONS IN THIS JUDGMENT**

12 **2.1 *Responsibility of CFC.*** Until the Termination Date (or such earlier date as is
 13 specified herein), CFC is responsible to the other parties hereto for performance of all of the
 14 undertakings in this Judgment, including the changes to the residential mortgage lending
 15 practices described in Section 3, the loan modification programs described in Section 4, the
 16 Relocation Assistance payments described in Section 5, the Foreclosure Relief Program
 17 described in Section 6, and the reporting obligations described in Section 8.

18 **2.2 *Absence of Defenses.*** It is not an excuse to the performance of the obligations
 19 of CFC hereunder that it does not directly or indirectly engage in the business of originating
 20 residential mortgage loans or in the business of servicing residential mortgage loans. CFC is
 21 responsible for the conduct of CFC Affiliates and CFC Servicers as specified hereunder
 22 whether or not it controls such CFC Affiliates or CFC Servicers and the absence of such
 23 control shall not be a defense to or otherwise excuse CFC's failure to perform hereunder.

24 **2.3 *Remedies for Failure of CFC to Cause Performance.*** If there is a material
 25 failure to perform the obligations under the loan modification programs described in Section 4,
 26 the Relocation Assistance payments described in Section 5, the Foreclosure Relief Program
 27 described in Section 6, or the reporting obligations described in Section 8 and such failure is
 28 not promptly cured after notice by the Office of the Attorney General of the State of Nevada,

1 then the Office of the Attorney General may seek enforcement of this Judgment under Section
2 10.4, or, in the alternative, terminate this Judgment. If the Office of the Attorney General
3 elects to terminate this Judgment, it shall no longer be bound by the release set forth in
4 Section 9.2.

5 **3. SERVICER PRACTICES**

6 Until the Termination Date, CFC shall be responsible for the implementation of the
7 following by CFC Affiliates with respect to CFC Residential Mortgage Loans with respect to
8 Borrowers in the State of Nevada.

9 **3.1 *Residential Mortgage Product Offerings.***

10 (a) CFC Servicers will maintain robust processes for early identification and contact
11 with Borrowers who are having, or are reasonably expected to have, trouble making their
12 payments on CFC Residential Mortgage Loans. Under these processes, when contact is
13 made with such Borrowers, an individualized evaluation of the Borrowers' economic
14 circumstances will be made to determine if alternatives to foreclosure are available, and
15 consistent with the directions of the investors, if applicable.

16 (b) CFC Servicers will maintain the current practice of offering loan modifications or
17 other workout solutions to Borrowers who are 30 days or more delinquent in their payments,
18 who desire to remain in their homes, and who can afford to make reasonable mortgage
19 payments, subject to applicable investor guidance and approvals.

20 (c) CFC's reports to the Office of the Attorney General under this Judgment will
21 include information on the numbers and types of workouts concluded on loans secured by
22 Borrower-occupied properties in the State of Nevada.

23 (d) CFC Servicers will continue the current practice of regularly monitoring the
24 delinquency characteristics of the entire portfolio of CFC Residential Mortgage Loans,
25 including Alt-A Residential Mortgage Loans, loans with interest-only features, and other loans
26 to prime borrowers, to identify high-delinquency segments that may be appropriate for
27 streamlined or non-streamlined loan modification campaigns. CFC shall be responsible for
28

1 providing reports to the Office of the Attorney General on the delinquency characteristics of
2 such loans, as provided herein.

3 (e) With respect to Alt-A Residential Mortgage Loans, CFC acknowledges that the
4 Office of the Attorney General has expressed concerns about future delinquencies, and
5 agrees to provide the Office of the Attorney General notification whenever the nationwide rate
6 at which Borrowers on Alt-A Residential Mortgage Loans are 30 days or more delinquent in
7 their payments exceeds 150% of the delinquency rate for comparably-aged FHA-insured
8 loans serviced by CFC Servicers. If such notice is required, CFC agrees to confer with the
9 Office of the Attorney General concerning Alt-A Residential Mortgage Loans delinquency
10 trends, including whether delinquencies are isolated in certain segments of the Alt-A
11 Residential Mortgage Loans portfolio (e.g., loans with interest-only features, loans originated
12 at high CLTV), and concerning the possible deployment of streamlined foreclosure avoidance
13 solutions for such Borrowers.

14 (f) Through July 1, 2009, a minimum of 3000 personnel shall be employed to assist
15 Borrowers with loan modifications and other foreclosure avoidance measures.

16 (g) CFC Servicers will ensure that the values in any AVM system used to generate
17 electronic appraisals are regularly updated and periodically validated so as to provide
18 reasonable assurance as to the accuracy of resulting valuations. Any validation will, as
19 appropriate, include back-testing of a representative sample of valuations against market data
20 on actual sales (where sufficient information is available).

21 (h) Although the scope of the loan modification program in this Judgment is limited
22 to certain first lien Qualifying Mortgages, CFC acknowledges that (i) many Eligible Borrower-
23 occupied 1-to-4 unit residential properties are subject to second lien mortgages and (ii) the
24 existence of such junior liens may reduce the incentive of Borrowers to remain in their homes
25 and may impair Eligible Borrowers' ability to refinance Qualifying Mortgages. CFC confirms
26 that it is engaged in developing best servicing practices with respect to first lien Qualifying
27 Mortgages secured by Eligible Borrower-occupied 1-to-4 unit residential properties that are
28 subject to second lien mortgages.

1 **3.2 Compliance.** Understanding the circumstances and behaviors of lenders and
 2 brokers that may have contributed, in part, to the current mortgage crisis, CFC recognizes its
 3 responsibility to ensure the very highest degree of ethical conduct on the part of CFC's agents
 4 and employees. CFC shall ensure that, (a) to the extent it resumes subprime lending, it will
 5 design and implement an effective compliance management program to provide reasonable
 6 assurance as to the identification and control of consumer protection hazards associated with
 7 such subprime lending activities, and (b) to the extent of its own lending activities (if any), it
 8 will create appropriate consumer safeguards to avoid unfair or deceptive activities or practices
 9 arising in connection with its interaction with brokers and other third parties.

10 **4. LOAN MODIFICATIONS FOR DELINQUENT BORROWERS IN CERTAIN**
 11 **MORTGAGE PRODUCTS**

12 Until the Termination Date, CFC shall be responsible for ensuring that CFC Servicers
 13 attempt, on an ongoing basis, to qualify eligible Borrowers in specified mortgage products for
 14 affordable loan modifications in accordance with the following provisions:

15 **4.1 Eligible Borrowers.** An "Eligible Borrower" is a Borrower who has a
 16 Qualifying Mortgage with a first payment date on or before December 31, 2007, that (a) is
 17 secured by an owner-occupied 1-to-4 unit residential property, (b) is serviced by a CFC
 18 Servicer, and (c) in the event that it is determined that a condition described in Section 4.10
 19 has occurred, the applicable CFC Servicer has determined that such Borrower is in financial
 20 distress. Eligible Borrowers are potentially eligible for loan modification relief under this
 21 Section 4. A Borrower who does not occupy the 1-to-4 unit residential property that secures
 22 the Qualifying Mortgage is not an "Eligible Borrower."

23 **4.2 Qualifying Mortgages.** The following CFC Residential Mortgage Loans are
 24 "Qualifying Mortgages" if the Borrower is an Eligible Borrower and the Borrower meets one
 25 of the specified delinquency profiles:

26 (a) **Subprime 2, 3, 5, 7, and 10 Hybrid ARMs.** A Subprime 2, 3, 5, 7, and 10
 27 Hybrid ARM shall be a Qualifying Mortgage if the Eligible Borrower meets any one of the
 28 following delinquency profiles at the time considered for loan modification:

- 1 (i) The Eligible Borrower is a Seriously Delinquent Borrower and the LTV is
2 75% or more; or
- 3 (ii) The Eligible Borrower is a Delinquent Borrower and the LTV is 75% or
4 more.
- 5 (b) **Pay Option ARMs.** A Pay Option ARM shall be a Qualifying Mortgage if the
6 Eligible Borrower meets any one of the following delinquency profiles at the time considered
7 for loan modification:
- 8 (i) The Eligible Borrower is Seriously Delinquent and the LTV is 75% or
9 more; or
- 10 (i) The Eligible Borrower is a Delinquent Borrower and the LTV is 75% or
11 more.
- 12 (c) **Subprime First Mortgage Loans (Other than Subprime 2, 3, 5, 7, and 10**
13 **Hybrid ARMs).** A Subprime CFC Residential Mortgage Loan shall be a Qualifying Mortgage
14 if the Eligible Borrower is a Seriously Delinquent Borrower and the LTV is 75% or more.
- 15 **4.3 Loan Modifications to Be Considered.** Each Eligible Borrower shall be
16 considered for a range of affordable loan modification options with respect to his or her
17 Qualifying Mortgage. The loan modification options will include those described below and
18 existing modification options, subject in each case to approval of the investor who owns the
19 Qualifying Mortgage and the Affordability Equation as set forth in Section 4.4. Loan
20 modification options for each category of Qualifying Mortgages are as follows:
- 21 (a) **Subprime 2, 3, 5, 7, and 10 Hybrid ARMs.** Qualifying Mortgages that are
22 Subprime 2, 3, 5, 7, and 10 Hybrid ARMs will be eligible for loan modifications as follows, in
23 no particular order:
- 24 (i) To the extent the HOPE for Homeowners Program is available, an FHA
25 refinancing under the HOPE for Homeowners Program under the
26 underwriting criteria applicable to that program.
- 27 (ii) For Eligible Borrowers (A) who become Seriously Delinquent following a
28 reset, or (B) who are subject to an imminent reset and, in the reasonable

view of the CFC Servicer, as a result of such reset are reasonably likely to become Seriously Delinquent on or before the Termination Date (even though they are not Seriously Delinquent at the time of the modification), an unsolicited (subject to Section 4.10) restoration of the introductory rate for five years, without new loan documentation or an evaluation of the Eligible Borrower's current income. Communications to Eligible Borrowers informing them of this modification will invite Eligible Borrowers to contact the applicable CFC Servicer if they do not believe they will be able to afford the introductory rate in order to be considered for more extensive relief under Sections 4.3(a)(ii) or 4.3(a)(iv).

(iii) A streamlined, fully-amortizing loan modification subject to the Affordability Equation consisting of:

- (A) until the fifth anniversary of the loan modification, a reduction of the interest rate to the (1) introductory rate or (2) lower (but not less than 3.5%); and
- (B) on the fifth anniversary of the loan modification, an automatic conversion to a fixed rate mortgage for the remainder of the loan term at the higher of (1) the Fannie Rate and (2) the introductory rate. If the new payment would not be affordable to the Eligible Borrower based on his or her income at the time of conversion, the Eligible Borrower will be considered for a single two year period of reduced-rate financing (in which case the conversion to a fixed rate mortgage will occur at the end of the seventh year).

(iv) A streamlined loan modification subject to the Affordability Equation consisting of:

- (A) modification of the Qualifying Mortgage to include a ten-year interest-only period;

- 1 (B) reduction of the interest rate to a rate no lower than the Interest
2 Rate Floor, with an Annual Increase subject to an interest-rate cap
3 as provided below in Section 4.3(a)(iv)(C); and
4 (C) an interest-rate cap for the remaining, fully-amortizing term of the
5 Qualifying Mortgage at an annual interest rate equal to the
6 Introductory rate.

7 (b) **Pay Option ARMs.** Qualifying Mortgages that are Pay Option ARMs are eligible
8 for the following loan modifications, in no particular order:

- 9 (i) To the extent the HOPE for Homeowners Program is available, an FHA
10 refinancing under the HOPE for Homeowners Program under the
11 underwriting criteria applicable to that program; or
12 (ii) A streamlined, fully-amortizing (except as provided in Section
13 4.3(b)(ii)(B)) loan modification subject to the Affordability Equation
14 consisting of:
15 (A) elimination of the negative amortization feature;
16 (B) optional introduction of a ten-year interest-only period on the loan;
17 (C) reduction of the interest rate to a rate no lower than the Interest
18 Rate Floor, with an Annual Increase subject to an interest rate cap
19 of 7%; and
20 (D) if the Eligible Borrower owns only one residential property and the
21 LTV is 95% or higher, a write down of the principal balance of the
22 Qualifying Mortgage (but any write down of principal would not be
23 in an amount greater than necessary to achieve an LTV of 95%).

24 (c) **Subprime Loans (Other than 2, 3, 5, 7, and 10 Hybrid ARMs).** Qualifying
25 Mortgages that are Subprime Loans (Other than 2, 3, 5, 7, and 10 Hybrid ARMs) are eligible
26 for the following loan modifications, in no particular order:

- (i) To the extent the HOPE for Homeowners Program is available, an FHA refinancing under the HOPE for Homeowners Program under the underwriting criteria applicable to that program; or
- (ii) A streamlined, fully-amortizing (except as provided in Section 4.3(c)(ii)(A)) loan modification within the limits of the Affordability Equation consisting of:
 - (A) optional introduction of a ten-year interest-only period on the loan;
 - (B) reduction of the interest rate on the mortgage to a rate no lower than the Interest Rate Floor, with an Annual Increase subject to an interest rate cap as provided below in Section 4.3(c)(ii)(C); and
 - (C) an interest-rate cap for the remaining term of the Qualifying Mortgage at an annual interest rate equal to (i) the fixed interest rate less 200 basis points, in the case of fixed-rate loans, and (ii) the remainder of the sum of the contractual index amount plus spread immediately before the first loan modification, minus 200 basis points, in the case of an ARM.

4.4 Affordability Equation. Qualifying Mortgages will be considered for loan modifications in accordance with the following Affordability Equation, which establishes a Foreclosure Avoidance Budget that is a cap on the cost of the loan modification.

(a) **Foreclosure Avoidance Budget.** Except for Eligible Borrowers who receive an unsolicited reduction of their interest rates pursuant to Section 4.3(a)(ii), a Foreclosure Avoidance Budget will be prepared with respect to the Eligible Borrower and the Qualifying Mortgage. The "**Foreclosure Avoidance Budget**" at any time is the difference between (i) the likelihood and severity of the projected loss in a foreclosure sale and (ii) the likelihood and severity of the projected loss in the event that there was a loan modification with respect to the Qualifying Mortgage and a later foreclosure sale. For purposes of determining the Foreclosure Avoidance Budget for a Qualifying Mortgage, the LTV will be based on the Market Value.

1 (b) **Affordability Criteria.**

2 (i) Subject to the Foreclosure Avoidance Budget, if tax and insurance
3 escrows are maintained with respect to the Qualifying Mortgage, the
4 Eligible Borrower will be offered a loan modification that produces a first-
5 year payment of principal (if applicable), interest, taxes, and insurance
6 equating to 34% of the Eligible Borrower's income, or as close to 34% of
7 the Eligible Borrower's income as the Foreclosure Avoidance Budget
8 permits without exceeding 42% of the Eligible Borrower's income.

9 (ii) Subject to the Foreclosure Avoidance Budget, if tax and insurance
10 escrows are not maintained with respect to a Qualifying Mortgage, the
11 Eligible Borrower will be offered a loan modification that produces a first-
12 year payment of principal (if applicable) and interest equating to 25% of
13 the Eligible Borrower's income, or as close to 25% of the Eligible
14 Borrower's income as the Foreclosure Avoidance Budget permits without
15 exceeding 34% of the Eligible Borrower's income.

16 (c) **Borrowers Who Cannot Afford a Loan Modification.** There is no obligation to
17 offer loan modifications with respect to Qualifying Mortgages if the Eligible Borrower cannot be
18 qualified under the Affordability Equation. Such Eligible Borrowers may be eligible for a
19 Relocation Assistance payment and/or a payment under the Foreclosure Relief Program, all
20 as provided in Sections 5 and 6.

21 4.5 **Outreach to Borrowers at Risk of Delinquency.** Borrowers with Subprime
22 Mortgage Loans or Pay Option ARMs with first-payment due dates between January 1, 2004
23 and December 31, 2007, whose payments are scheduled to change as a result of an interest-
24 rate reset, Recast, or expiration of an interest-only term, will be sent a communication
25 approximately ninety (90) days before the payment change inviting them to contact their OFC
26 Servicer if they believe they will not be able to afford their new payments. In the event that a
27 borrower responds to this communication, the borrower will be considered for loan
28 modifications under the eligibility criteria in this Judgment.

1 **4.6 Restrictions on Initiation or Advancement of Foreclosure Process for**
2 **Eligible Borrowers.**

3 (a) The foreclosure process for a Qualifying Mortgage of an Eligible Borrower will
4 not be initiated or advanced for the period necessary to determine such Eligible Borrower's
5 interest in retaining ownership and ability to afford the revised mortgage terms, as well as the
6 investor's willingness to accept a loan modification.

7 (b) Any such foreclosure process will be initiated or advanced only if:

8 (i) It is determined, based on communication with the Borrower or based on
9 the Borrower's abandonment of the residential property that secures the
10 mortgage loan, that the Borrower does not wish to retain ownership of the
11 residence that secured the mortgage loan;

12 (ii) It is or has been determined that the Borrower cannot be qualified for, or
13 has refused, a loan modification under this Judgment within the limits of
14 the Affordability Equation, as applicable; or

15 (iii) despite reasonable efforts, servicing agents have been unable to make
16 contact with the borrower to determine his or her preferences with regard
17 to home ownership, or to obtain information concerning his or her income
18 and ability to afford a mortgage payment under a modification.

19 **4.7 Miscellaneous Provisions Related to Loan Modification Program.**

20 (a) **Commitment to Waive Late/Delinquency Fees.** Late/delinquency fees will be
21 waived to the extent they arise with respect to past due loan payments that remain unpaid as
22 of the date immediately before modification of the Qualifying Mortgage under this Judgment.
23 Late/delinquency fees will not be waived to the extent they arise with respect to loan
24 payments that were previously past due but were subsequently paid prior to the date
25 immediately before modification.

26 (b) **Commitment Not to Charge Loan Modification Fees.** Except to the extent
27 required in connection with the HOPE for Homeowners Program, Eligible Borrowers will not
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1 be charged loan modification fees in connection with loan modifications of Qualifying
2 Mortgages hereunder.

3 (c) **Prepayment Penalty Waivers.** Prepayment penalties will be waived in
4 connection with any payoff or refinancing (even if refinanced by a person not Affiliated with
5 CFC) of a Qualifying Mortgage that is a Subprime Mortgage Loan or Pay Option ARM that (i)
6 had a first payment due date between January 1, 2004 and December 31, 2007, (ii) was
7 directly or indirectly held by CFC on June 30, 2008, and (iii) which at the time of the payoff or
8 refinancing is held by CFC or any Affiliate. Investor owners or their representatives of
9 Qualifying Mortgages that are Subprime Mortgage Loans or Pay Option ARMs serviced by a
10 CFC Servicer will be encouraged to waive prepayment penalties in such circumstances.

11 (d) **Commitment to Consider Additional Relief for Borrowers Receiving**
12 **Modifications and Later Becoming Delinquent.** Eligible Borrowers with respect to
13 Qualifying Mortgages who have earlier received loan modifications or other workouts, whether
14 or not pursuant to this Judgment, will be eligible to be considered for new loan modification
15 offers under this Judgment if they otherwise satisfy the eligibility criteria.

16 (e) **Representation Concerning Investor Delegation and Approval.** CFC
17 represents that CFC Servicers currently have, or reasonably expect to obtain, discretion to
18 pursue the foreclosure avoidance measures outlined in this Judgment for a substantial
19 majority of Qualifying Mortgages. If CFC Servicers do not have discretion to pursue these
20 foreclosure avoidance measures, best efforts will be used to obtain appropriate investor
21 authorization.

22 4.8 **Commitment to Implement Relief Measures Authorized by Federal**
23 **Government.** To the extent the federal government acquires any Qualifying Mortgages and,
24 as the owner of these mortgages, authorizes loan modifications that offer borrower benefits
25 greater than those associated with the modifications outlined in this Judgment, such relief
26 measures will be pursued in modifying such Qualifying Mortgages to the full extent of such
27 authorization.

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1 **4.9 Timeframe for Loan Modification Process.** The loan modification process will
2 be managed to ensure that offers of loan modifications under this Judgment, (other than
3 unsolicited interest rate reductions), are made to Eligible Borrowers, on average, no more
4 than 60 days after such Eligible Borrowers make contact with the applicable CFC Servicer and
5 provide any required information concerning a possible modification.

6 **4.10 Response to Intentional Nonperformance by Borrowers.** If CFC detects
7 material levels of intentional nonperformance by Eligible Borrowers that appears to be
8 attributable to the introduction of the loan modification program, it reserves the right to require
9 objective prequalification of Eligible Borrowers for loan modifications under the program by
10 obtaining verification of all sources of income and the application of funds and to take other
11 reasonable steps. Such prequalification could result in the elimination of unsolicited interest
12 rate reductions, inhibit streamlined solutions, and could otherwise significantly slow
13 implementation of the loan modification program.

14 **4.11 No Releases with Respect to Loan Modifications.** In connection with loan
15 modifications offered under this Judgment, no releases of claims will be solicited or required
16 from Eligible Borrowers.

17 **4.12 Number of Loan Modification Offers before March 31, 2009.** On or before
18 March 31, 2009, loan modifications will be offered by CFC Servicers in accordance with this
19 Judgment to not fewer than 50,000 Delinquent Borrowers on a nationwide basis. The Office
20 of the Attorney General of the State of Nevada may terminate the Judgment and no longer be
21 bound by the release set forth in Section 9.2 if there is a material failure to satisfy this
22 commitment. If the Office of the Attorney General terminates this Judgment, any unspent
23 portion of the Foreclosure Relief Program allocation that has been reserved by the Office of
24 the Attorney General for purposes other than making payments to Borrowers as provided in
25 Section 9 of this Judgment will be repaid to CFC.

26 **4.13 Second or Junior Liens.** Loan modifications contemplated in Section 4 of this
27 Judgment shall be made without consideration of second or junior liens on mortgaged
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1 properties. CFC does not expect that the presence of second or junior liens will impede
2 Eligible Borrowers from receiving a loan modification offer under Section 4 of this Judgment.

3 **5. RELOCATION ASSISTANCE PROGRAM**

4 Through the Termination Date, payments will be provided to borrowers who are unable
5 to retain their homes in accordance with this Section 5.

6 **5.1 Eligibility.** Borrowers under CFC Residential Mortgage Loans who (a) were
7 serviced by a CFC Servicer on June 30, 2008 (whether or not they are Qualifying Mortgages),
8 (b) occupy a 1-to-4 unit residential property subject to servicing by a CFC Servicer on the date
9 of determination of eligibility hereunder, and (c) are subject to a foreclosure sale date on or
10 before the Termination Date, will be offered an agreement under which they can receive a
11 cash payment to assist with the Borrower's transition to a new place of residence
12 ("Relocation Assistance payment") in exchange for voluntarily and appropriately
13 surrendering the residence that, at the time of the foreclosure sale, secured the Borrower's
14 mortgage loan. Borrowers who are eligible for, or receive, payments under the Foreclosure
15 Relief Program may also receive a Relocation Assistance payment.

16 **5.2 Amount.** The amount of Relocation Assistance payments offered to any
17 Borrower will be in the discretion of CFC or its delegatee according to its or their assessment of
18 the individual circumstances of the Borrower (e.g., number of dependents or amount of
19 moving expenses).

20 **5.3 Timing of Payments.** Relocation Assistance payments shall be made to a
21 Borrower no later than fourteen days following the Borrower's voluntary and appropriate
22 surrender of the residence that secured the mortgage loan.

23 **5.4 Payment Projection.** CFC projects that, from October 1, 2008, through
24 December 31, 2010, Relocation Assistance payments will be made to 35,000 borrowers on a
25 nationwide basis in a total amount of more than \$70,000,000.

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6. **FORECLOSURE RELIEF PROGRAM**

Payments shall be made available to borrowers who experienced a foreclosure sale, or who were 120 days or more delinquent in making mortgage payments soon after their loans were originated or after an interest rate reset, in accordance with this Section 6.

6.1 **Payment.** CFC shall make available \$3,041,862 for payments to borrowers within the State of Nevada, or otherwise for foreclosure relief/mitigation or related programs consistent with this Section 6.

6.2 **Individual Allocation.** Unless otherwise directed by the Office of the Attorney General in accordance with Section 6.3 hereof, a Borrower will be eligible for payments under the Foreclosure Relief Program if the Borrower:

(a) Has a CFC-Originated Residential Mortgage Loan secured by owner-occupied property;

(b) The first payment on the CFC-Originated Residential Mortgage Loan was due between January 1, 2004 and December 31, 2007;

(c) Six or fewer payments were made on the CFC-Originated Residential Mortgage Loan; and

(d) The CFC-Originated Residential Mortgage Loan was foreclosed or is 120 days or more delinquent as of the Commencement Date.

6.3 **Expansion or Contraction of the Foreclosure Relief Program; Reservation of Funds for Other Purposes.** The Office of the Attorney General may expand the Foreclosure Relief Program to cover additional Borrowers or limit the Foreclosure Relief Program to cover a narrower range of Borrowers, provided that at least those eligible Borrowers who made three or fewer payments over the life of the CFC-Originated Residential Mortgage Loan are covered. If the Office of the Attorney General elects to expand or contract the program, the amount allocated to the State of Nevada will remain the same. The Office of the Attorney General may reserve as much as 50% of the sum allocated to the State of Nevada for foreclosure relief/mitigation or related programs other than payments to defaulted Borrowers, including purchasing or rehabilitating foreclosed properties.

1 6.4 **Communications.** CFC and the Office of the Attorney General shall consult as
2 to the form and content of any communication sent to Borrowers who are to receive
3 Foreclosure Relief Program payments.

4 6.5 **Unallocated Funds.** Funds allocated to Borrowers in the State of Nevada who
5 choose not to participate in the Foreclosure Relief Program or who cannot be located after
6 commercially reasonable efforts shall be available to the Office of the Attorney General for re-
7 allocation to Borrowers under this program at the direction of the Office of the Attorney
8 General.

9 6.6 **Release.** In order to receive payments under the Foreclosure Relief Program,
10 Borrowers will be required to execute a release in accordance with Section 9.1. Borrowers
11 offered payments under this Foreclosure Relief Program whose loans have not yet been
12 foreclosed shall be afforded at least a three month period to decide whether to execute the
13 release to permit them to determine whether they wish to raise claims covered by the release.

14 7. **BANK OF AMERICA FOUNDATION COMMUNITY INVESTMENT ACTIVITIES**

15 The parties understand that, while the Bank of America Foundation ("Foundation") is
16 not a party to, or in any way bound by, this Judgment, the Foundation intends to work actively
17 with non-profit organizations, community development corporations, and others in addressing
18 the adverse effects of the current housing crisis, particularly by promoting community
19 redevelopment and facilitating the application of Housing and Economic Recovery Act funds
20 to beneficial usage of real estate owned properties. CFC commits to collaborate in good faith
21 with the Office of the Attorney General to identify ways in which CFC can support or
22 complement the Foundation's efforts.

23 8. **REPORTING REQUIREMENTS**

24 8.1 ***Eligible Borrowers in Qualifying Mortgages.***

25 (a) On a quarterly basis through June 30, 2010, CFC shall report the following
26 information to the Office of the Attorney General:

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- 1 (i) The names and addresses of Eligible Borrowers in the State of Nevada in
2 Qualifying Mortgages who received loan modification offers under this
3 Judgment, and for whom loan modifications were concluded;
- 4 (ii) For loan modifications offered or concluded under this Judgment, the total
5 dollar amount of interest and principal expected to be saved by Borrowers
6 as a result of such modifications over the life of the loans;
- 7 (iii) For all loan modifications under this Judgment concluded within the
8 reporting period in the State of Nevada, the original and modified loan
9 terms, and the amounts of late/delinquency fees waived, loan
10 modification fees waived, and prepayment penalties waived by CFC
11 pursuant to this Judgment;
- 12 (iv) For a sample of Eligible Borrowers in Qualifying Mortgages for whom
13 CFC was unable to procure a loan modification offer under this Judgment
14 during the reporting period (which sample shall be no less than 5% of all
15 such Eligible Borrowers), the factors preventing a loan modification offer;
- 16 (v) The number and total amount of Relocation Assistance payments or
17 Foreclosure Relief payments made to Borrowers in the State of Nevada
18 during the reporting period;
- 19 (vi) Delinquency data on active loans with first payment due dates between
20 January 1, 2004 and December 31, 2007 that are secured by Borrower-
21 occupied residential property in the State of Nevada, broken down by
22 type of loan; and
- 23 (vii) Aggregated delinquency/default data on all loans modified under this
24 Judgment for Eligible Borrowers in the State of Nevada, separated by
25 type of modification.
- 26 (b) CFC shall provide annual reports to the Office of the Attorney General, that
27 include the information specified in Section 8.1(a) for the periods July 1, 2010 through June
28 30, 2011, and July 1, 2011, through June 30, 2012.

1 **8.2 Other Loan Modifications.** With the same frequency as specified in Section
2 8.1, CFC will provide to the Office of the Attorney General a report detailing the numbers and
3 types of modifications concluded on first-lien residential mortgage loans secured by Borrower-
4 occupied property in the State of Nevada, (other than Qualifying Mortgages), and the total
5 unpaid principal balance of such modified loans.

6 **8.3 Best Servicing Practices for Modifying First Lien Qualifying Mortgages on**
7 **Residential Property Subject to Second Lien Mortgages.** CFC will periodically report to
8 the Office of the Attorney General on its progress in developing best servicing practices as
9 described in Section 3.1(h).

10 **8.4 Compliance Monitor.** CFC will appoint an employee as the Compliance
11 Monitor for this Judgment. The Compliance Monitor will be responsible for (a) making reports
12 to the Office of the Attorney General under this Judgment and (b) receiving and responding to
13 complaints from the Office of the Attorney General or from individual borrowers concerning the
14 operation of the loan modification program.

15 **9. RELEASES: MORE FAVORABLE SETTLEMENTS**

16 **9.1 Releases from Borrowers.** Borrowers to whom payments under the
17 Foreclosure Relief Program are offered shall, as a condition of receiving such payments, be
18 required to execute and return to CFC a release of claims that includes the following
19 language:

20 In consideration for the payment we are to receive under the Foreclosure Relief
21 Program, we release Countrywide Financial Corporation and its affiliates and their respective
22 directors, officers, employees and agents (except brokers) from all civil claims, causes of
23 action, any other right to obtain any type of monetary damages (including punitive damages),
24 expenses, attorneys' and other fees, reclusion, restitution or any other remedies of whatever
25 kind at law or in equity, in contract, in tort (including, but not limited to, personal injury and
26 emotional distress), arising under any source whatsoever, including any statute, regulation,
27 rule, or common law, whether in a civil, administrative, arbitral or other judicial or non-judicial
28 proceeding, whether known or unknown, whether or not alleged, threatened or asserted by us

1 or by any other person or entity on our behalf, including any currently pending or future
 2 purported or certified class action in which we are now or may hereafter become a class
 3 member, that arise from or are in any way related to CFC Loan No. [] and any loans
 4 originated directly or indirectly by Countrywide Financial Corporation or its affiliates in
 5 connection therewith that are secured by a second mortgage, including, without limitation, the
 6 origination of any such loan (and any representations or omissions made during that
 7 origination process), the terms and conditions of any such loan, and the servicing or
 8 administration of any such loan after its origination; provided, however, that nothing herein
 9 shall bar the assertion of any released claim solely as an affirmative defense to any claim
 10 against us for a deficiency in respect of any such loan, but in no event shall we be permitted to
 11 obtain an affirmative recovery in any such deficiency action.

12 **9.2 Release.** As to CFC and its Affiliates, this Judgment effects a full resolution,
 13 complete settlement, and release by the Office of the Attorney General of the State of Nevada
 14 of all claims arising out of the residential mortgage origination or servicing activities of CFC
 15 and its subsidiaries occurring before entry of this Judgment that are within the authority of the
 16 Office of the Attorney General to release, except for (i) any claims that the State of Nevada
 17 might have as an investor in CFC securities; (ii) any regulatory or enforcement proceedings by
 18 or on behalf of another State of Nevada officer or agency; (iii) any claims or investigations
 19 identified to CFC by the Office of the Attorney General of the State of Nevada; and (iv) any
 20 criminal investigations or proceedings. This Judgment does not resolve or release, but
 21 instead specifically preserves, any claims the State of Nevada may have against Angelo
 22 Mozillo or David Sambol.

23 **9.3 More Favorable Terms.** The parties agree that should CFC resolve allegations
 24 concerning the conduct covered by this Judgment which occurred before the date of this
 25 Judgment in actions brought by Attorneys General of other states on terms that are different
 26 than those contained in this Judgment (other than terms offered by CFC but not accepted by
 27 the Office of the Attorney General), then CFC will provide a copy of those terms to the Office
 28 of the Attorney General for review. If, after review, the Office of the Attorney General

1 determines the terms of such resolutions are, taken as a whole, more favorable than those
2 contained in this Judgment, then CFC shall stipulate that this Judgment shall be amended to
3 reflect all of such terms in place of the terms hereof.

4 **10. OTHER TERMS AND CONDITIONS**

5 **10.1 *No Admission.*** The Judgment shall not constitute an admission of wrongdoing
6 by BAC or CFC, nor shall it be cited as such by the Office of the Attorney General of the State
7 of Nevada. The Agreement shall not be admissible in any other proceeding as evidence of
8 wrongdoing or a concession of responsibility.

9 **10.2 *Confidentiality.*** The Office of the Attorney General agrees that all confidential
10 information disclosed to it by BAC or CFC or any of their Affiliates, including but not limited to
11 the periodic reports that will be provided pursuant to Section 8, shall be kept confidential;
12 provided, however, that the following information reported to the Office of the Attorney
13 General on a periodic basis shall not be deemed confidential to the extent aggregated for
14 Borrowers in the State of Nevada for a full reporting period: (a) the total number of loans
15 modified, (b) the total number of loans modified, by type of loan, (c) the total dollar amount of
16 interest and principal expected to be saved by Borrowers as a result of such modifications
17 over the life of the loans, and (d) the total dollar amount of payments under Sections 5 and 6
18 of this Judgment to Borrowers. The Office of the Attorney General shall not disclose or use
19 any confidential information without the prior written consent of the disclosing party, except to
20 the extent required by law, regulation, or court order (and in such case, only upon prior written
21 notice to the disclosing party).

22 **10.3 *Submission to Jurisdiction for Limited Purpose.*** CFC submits to the
23 jurisdiction of the court in the State of Nevada for the limited purpose of entering into and
24 enforcing this Judgment only. Any acts, conduct, or appearance by CFC does not constitute
25 and shall not be construed as a submission to the general jurisdiction of any court in the State
26 of Nevada for any purpose whatsoever.

27 **10.4 *Enforcement.*** This Court shall retain jurisdiction over this matter for the
28 purposes of (a) enabling the Office of the Attorney General of the State of Nevada to apply, at

1 any time, for enforcement of any provision of this Judgment and for sanctions or other
2 remedies for any violation of this Judgment; and (b) enabling any party to this Judgment to
3 apply, upon giving 45 days written notice to all other parties, for such further orders and
4 directions as might be necessary or appropriate either for the construction or carrying out of
5 this Judgment or for the modification or termination of one or more injunctive provisions of this
6 Judgment.

7 **10.5 Conflict with Subsequent Law.** In the event that any applicable law conflicts
8 with any provision hereof, making it impossible for CFC to comply both with the law and with
9 the provisions of this Judgment, the provisions of the law shall govern.

10 **10.6 No Third Party Beneficiaries Intended.** This Judgment is not intended to
11 confer upon any person any rights or remedies, including rights as a third party beneficiary.
12 This Judgment is not intended to create a private right of action on the part of any person or
13 entity other than the parties hereto.

14 **10.7 Service of Notices and Process.** Service of notices and process required or
15 permitted by this Judgment or its enforcement shall be in writing and delivered or served (as
16 appropriate) on the following persons, or any person subsequently designated by the parties:

17 **For BAC and CFC:**
18 John Beisner
19 Brian Boyle
20 O'MELVENY & MYERS LLP
1625 Eye Street, N.W.
Washington, D.C. 20006

21 **For the Office of the Attorney General:**
22 CATHERINE CORTEZ MASTO
Attorney General
23 ERNEST D. FIGUEROA
Chief Deputy Attorney General
24 Nevada Bar No. 006295
100 North Carson Street
25 Carson City, Nevada 89701
Attorneys for the State of Nevada

26 Any party may change the designated persons and address for delivery with respect to
27 itself by giving notice to the other parties as specified herein.
28

1 10.8 **Waiver.** The failure of any party to exercise any rights under this Judgment
2 shall not be deemed a waiver of any right or any future rights.

3 10.9 **Severability.** If any part hereof shall for any reason be found or held invalid or
4 unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall
5 not effect the remainder hereof, which shall survive and be construed as if such invalid or
6 unenforceable part had not been contained herein.

7 10.10 **Counterparts.** This Judgment may be signed in one or more counterparts,
8 each of which shall be deemed an original. Facsimile copies of this Judgment and the
9 signatures hereto may be used with the same force and effect as an original.

10 10.11 **Inurement.** This Judgment is binding and inures to the benefit of the parties
11 hereto and their respective successors and assigns.

12 10.12 **Integration.** This Judgment constitutes the entire agreement of the parties with
13 respect to the subject matter hereof and supersedes all prior agreements and understandings
14 relating to the subject matter hereof.

15 10.13 **Amendment.** This Judgment may be amended solely by written agreement
16 signed by the Office of the Attorney General and CFC.

17 10.14 **Termination.** Except to the extent an early date is specified or the provisions of
18 this Judgment are earlier terminated according to the terms hereof, the obligations of CFC
19 under this Judgment shall terminate on the Termination Date. Provided, however, that no
20 termination of the obligations under this Judgment shall change or terminate the terms of any
21 loan modification entered into pursuant to Section 4 of this Judgment.

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SIGNATURES:

FOR COUNTRYWIDE FINANCIAL CORPORATION

By:


JAMES CICCONE

Title: Executive Vice President, Deputy General Counsel

DATED: 1/26/09

APPROVED AS TO FORM:

By:


ARIEL E. STERN

Nevada Bar No. 006276

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

100 City Parkway, Suite 1750

Las Vegas, Nevada 89106

(702) 397-3095

Attorney for Countrywide Financial Corporation

DATED: 2/2/09

FOR THE STATE OF NEVADA:

CATHERINE CORTEZ MASTO

Attorney General

By:


ERNEST D. FIGUEROA

Chief Deputy Attorney General

Nevada Bar No. 006295

100 North Carson Street

Carson City, Nevada 89701

775-684-1197

Attorneys for Plaintiffs, State Of Nevada

DATED: 1/29/09

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AFFIRMATION

Pursuant to NRS 239B.030


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

DATED this _____ day of _____, 2009.

SUBMITTED BY:

CATHERINE CORTEZ MASTO
Attorney General

By:


ERNEST D. FIGUEROA
Chief Deputy Attorney General
Nevada Bar No. 006295
100 North Carson Street
Carson City, Nevada 89701
775-684-1197
Attorneys for Plaintiffs, State of Nevada

Bank of America



October 26, 2016

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

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

Loan 00786996021200001

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 800.639.4807 Monday through Friday 7 a.m. to 10 p.m. Eastern.

ARM036

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4055

R 001079

Description of Attached Document

Title of Type of Document DEED OF TRUST

Document Date 12/2004

Number of Pages 15

Copy Certification

State of NEVADA

County of CLARK

On this 27 day of AUGUST, in the year 2019, I certify that the

preceding or attached document, is a true, exact, complete and unaltered photocopy
made by me of DEED OF TRUST presented to me by the

Description of document:
document's custodian TYRONE K ARMSTRONG, and that, to the best of my
name of document custodian

knowledge, the photocopied document is neither a public record nor a publicly recorded
document, certified copies of which are available from an official source other than a
notary.

Witness my hand and official seal.

[Signature]
Notary Signature



(seal)

ARM037

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4056

R 001080

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

Fee \$36 00
N/C Fee: \$25 00
12/29/2004 10 32 25
720040160085
Requestor:
SOUTHWEST TITLE

Frances Deane KGP
Clark County Recorder Pgs. 23

23

04-12-2004 TR

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DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated December 23, 2004 together with all Riders to this document.
(B) "Borrower" is TYRONE K ARMSTRONG, A Single Man

610 069980212 D2 001 003

Borrower is the trustor under this Security Instrument.
(C) "Lender" is New Century Mortgage Corporation

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

1000584013

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

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VMP Mortgage Solutions (800)521-7291

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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

(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) "Excess 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 3600), 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

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to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Clark :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
See Legal Description Attached Hereto and Made a Part Hereof

Parcel ID Number: 139-09-217-099
3713 BRENTCOVE DRIVE
North Las Vegas
("Property Address"):

which currently has the address of
[Street]
[City], Nevada 89032 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items

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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 right to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No 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 securing the value of the Property, and securing and/or repairing the Property. Lender's actions may include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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

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

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

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

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

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

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

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Initials: TKA

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Form 3029 1/01

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

TYRONE K ARMSTRONG (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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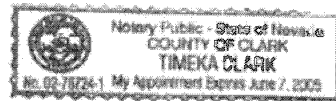
STATE OF NEVADA
COUNTY OF *Clark*

This instrument was acknowledged before me on *DEC 23, 01*
Tyrone K Armstrong

by

[Signature]

Mall Tax Statements To:
New Century Mortgage Corporation
18400 Von Karmar, Suite 1000
Irvine, CA 92612



[Signature]

ADJUSTABLE RATE NOTE

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

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

29
December 28, 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 6.900 %. 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."



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NCMC
2/28 Six Month LIBOR Note
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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 at 6.500 %. The result of this calculation will be the amount of my monthly payment until the next Interest Rate Change Date.

(B) **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
3/28 Six Month LIBOR Note
RE-410 (111803)

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R 001100

Pay to the order of, without recourse

New Century Mortgage Corporation

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

ARM058

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R 001101

Inst #: 20170119-0001205
Fees: \$21.00
N/C Fee: \$0.00
01/19/2017 10:28:03 AM
Receipt #: 2986362
Requestor:
RECONTRUST COMPANY NA
Recorded By: CDE Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Tex ID: 139-00-217-009

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



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DOCID_2006998021220100

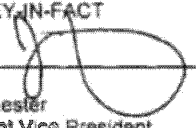
SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

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 12/20/2004, 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 Saca
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./Lion Release
TX2-079-01-19 REL
P.O. BOX 610040
Dallas, TX 75261-0043
(800) 540-2684

ARM059

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R 001102

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

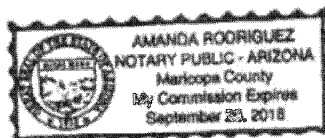
DOCID_200666021220100

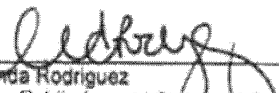
Attached to Substitution of Trustee and Full Reconveyance dated: 01/09/2017
2 pages including this page

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 Triha 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./Don Release
TX2-070-01-19 REL
P.O. BOX 015040
Dallas, TX 75201-8040
(800) 540-2554

ARM060

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MORTGAGE STATEMENT



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

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

Account Information:

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

#BWDXCT
#4730006979089048#

017547

TOTAL AMOUNT DUE \$1,984.72

Where to Send Payments:

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

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



Property Address:

3713 BRENTCOVE DRIVE
NORTH LAS VEGAS NV 89030

Activity Since Your Last Statement

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

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

Interest Paid
Year to Date
\$1,330.23

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

Taxes Paid
Year to Date
\$348.00

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

Important Messages

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

(Keep upper portion for your records.)

CORRESPONDENCE 10/15/99

ARM088

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R 001104



NORWEST MORTGAGE, INC.
2051 KILLEBREW DR., Suite 500
ATTN: Escrow Analysis
BLOOMINGTON MN 55479-2583

(800) 286-3212
TTY/DEAF/HARD OF HEARING
(800) 934-9998



ESCROW ACCOUNT STATEMENT

TYRONE K ARMSTRONG
3713 BRENTCOVE DRIVE
NORTH LAS VEGAS NV 89030

16312

LOAN NO: 6979089

ABOUT THIS STATEMENT

Prepared on 07/09/99

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

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

YOUR MONTHLY MORTGAGE PAYMENT

CURRENT MORTGAGE PAYMENT

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

NEW MORTGAGE PAYMENT

Effective (09/01/99)

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

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

CALCULATING YOUR NEW MONTHLY MORTGAGE PAYMENT

Anticipated Annual Escrow Disbursements

MORTGAGE INS	\$578.76	COUNTY TAX	\$1,392.00	HAZARD INS	\$368.00
Total Disbursements	\$2,338.76				
			Monthly Escrow Deposit		\$194.90
			(Total Disbursements Divided by 12)		

Minimum Balance Summary

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

Continued On Back

67456-692N

ARM089

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Countrywide®

HOME LOANS

Account Number 069980212

Statement date
07/13/2005Property address
3713 Brentcove Dr.

MONTHLY HOME LOAN STATEMENT

0004822 01 ATG 288 **AUTO T1 1 0757 89032-3157
 069980212 CC AD 0000 — 0 — 16 15203 16 45
 TYRONE K ARMSTRONG
 3713 BRENTCOVE DR
 NORTH LAS VEGAS NV 89032-3157

TO CONTACT US

- 24 hour account information: (800) 669-6687
- Or visit www.fullspectrumlending.com

|||||

CUSTOMER BULLETIN

How Safe is Your Name?



Tyrone K Armstrong,

With as little as your name and Social Security Number (SSN), thieves can rack up thousands of dollars of credit card debt and open fraudulent accounts and loans — all in your name. The Identity Theft Resource Center recommends the following steps to reduce your risk:

- Check your credit reports once a year from all three major credit-reporting agencies.
- Guard your SSN and personal information. Don't put your Social Security Number or Driver's License Number on your checks.
- Carefully destroy papers you throw out that contain sensitive or identifying information.
- Never provide personal information over the phone unless you have initiated the call.
- Use a locked mailbox to send and receive all mail.

For more information, please visit www.fsl-learning.com today.

HOME LOAN SUMMARY	Home loan overview as of 07/13/2005		Amount due on 08/01/2005 as of 07/13/2005	
	Principal balance	\$223,999.10	Home loan payment due 08/01/2005	\$1,434.40
	Escrow balance	\$326.23	(see next page for account details)	
	Late Charge if payment received after 08/16/2005	\$80.67		
	Date	Payments received		
	07/11/2005	\$1,402.00		
NOTICES				
	Countrywide® takes pride in helping customers keep their financial dreams on track by providing them with the answers they need to their home finance questions.		At Countrywide® we are dedicated to providing affordable home loan opportunities and expert guidance. When you need financial solutions, we're here to help.	

We may charge you a fee for any payment returned or rejected by your financial institution, subject to applicable law.



Account Number 069980212

Statement date
07/12/2005Property address
3713 Brentzow Dr.**HOME LOAN
DETAILS****Monthly payment breakdown as of 07/13/2005**

Principal and/or interest payment	\$1,213.33
Escrow payment amount	221.07
Total monthly home loan payment	\$1,434.40

Loan type and term

Loan type	30 Yr Adj Rate Mgt
Contractual remaining term	29 Years, 6 Months
Interest rate	6.500%

Upcoming dates

Adjustable Rate Mortgage (ARM) change	02/2007
---------------------------------------	---------

Escrow account expenses

We are responsible for the payment of the following escrow items with the exception of the items marked with an asterisk (*). The payment of the items marked with an asterisk (*) are the responsibility of the homeowner.

Description	Payee	Policy number/Tax ID	Frequency	Next due date	Amount due
County taxes	Clark County Treasurer	139-09-217-099	Annual	02/01/2005	421.45
County taxes	Clark County Treasurer	139-09-217-099	Annual	07/01/2005	421.45
County taxes	Clark County Treasurer	139-09-217-099	Annual	09/01/2005	421.45
County taxes	Clark County Treasurer	139-09-217-099	Annual	12/01/2005	421.45
Homeowners insurance	Formers Insurance Group	925741159	Annual	01/01/2006	575.61

Home loan activity since your last statement

Date	Description	Interest	Additional principal reduction	Escrow	Total
07/11/2005	July payment	1,213.33		180.89	1,401.82
07/11/2005	Missed posting		.18		.18
	**Ending balance	\$223,999.10		\$526.23	

**NOTE: The ending balance is probably not the same as the amount to pay off your loan. For payoff information, you may use our 24-hour automated information system at 1-800-669-6633.

**TO
CONTACT
US**

For up-to-the-minute information about the account, use our 24-hour automated information system. To ask us about this statement or ARM adjustments, automatic payments, tax and property insurance payments, or payoffs and assumptions, call 1-800-669-6637 Monday-Friday, 8AM-5PM Pacific Time. Calls may be monitored and/or recorded for service quality purposes. *Se habla español.* 1-800-296-0025.

Please have the account number available when you call.

Or write to us at:

The address for general inquiries and all RESPA Qualified Written Requests is: Countrywide Home Loans, Attn:

Customer Service SVB-314 P.O. Box 5170, Simi Valley, CA 93062-5170

Tax Dept SV-24 P.O. Box 10211, Van Nuys, CA 91409-6009

Insurance Dept P.O. Box 951205, FTXVX-22 Fort Worth, TX 76161

Payments, Attn: Remittance Processing

P.O. Box 650070, Dallas, TX 75265-0070

Overnight deliveries 5401 N Beach Street, FWTX 35 Fort Worth, TX 76137

Our website customers.countrywide.com

Your account information is available in Spanish on the site mentioned above.



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ARM091

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R 001107

EXHIBIT 11

EXHIBIT 11



Declaration of Certifying Records of Regularly Conducted Business Activity

Documents for: TYRONE KEITH ARMSTRONG

Account number: 31346992

I, the undersigned, Natalie Dalton, declare that:

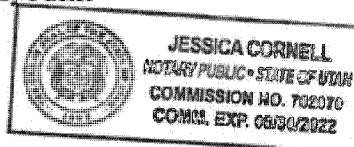
- 1) I am employed by America First Federal Credit Union as a Subpoena Officer and by reason of my position am authorized and qualified to make this declaration. As a Subpoena Officer, I am familiar with the company's recordkeeping practices and system.
- 2) I further certify that the documents accompanying 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.

JCC
Notary Public



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

Federally insured by NCUA. Equal Opportunity Lender.

ARM735

AFCU 0020
169

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 \$285.51 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

mbor will follow up & get reconveyed.

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

proof attached

see attached recon.

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

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

Dated: January 18, 2007

Trustor: TYRONE K. ARMSTRONG, A SINGLE MAN

Trustee: T.D. SERVICE COMPANY

Beneficiary: BNC MORTGAGE, INC., A DELAWARE CORPORATION

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

✱

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

The beneficial interest under said Deed of Trust now stands of record in U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3 . The last Assignment recorded April 6, 2015 in Book 20150406 as Document No. 0000739 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.

EXHIBIT 12

EXHIBIT 12

From: [Michelle C. Newman](#)
To: [Tyrone Armstrong](#)
Cc: [Whitney F. Digest](#)
Subject: Re: Mortgage Question
Date: Wednesday, September 9, 2020 4:10:08 PM

Hello Tyrone,

We have received additional information from Bank of America which we believe will answer your question. Please find a quote from Bank of America below -

"No, the client appears to have refinanced the loan with another lender. We sent the payoff demand to a title company on December 18, 2006.

The settlement document you shared from the client was from 2009 that the bank entered into with the DOJ regarding discrimination allegations from loans originated by Countrywide's Full Spectrum Lending unit. The loan we had for the client was originated by another lender and acquired by Countrywide after funding. The client would not have qualified for the terms of the settlement even if the loan was still active at the time the settlement was entered into since Countrywide did not originate the loan.

Additionally, I believe the settlement the client is inquiring on is the 2012 National Mortgage Settlement as that agreement had extinguishment provisions included with it. The client would not have qualified for that program given the mortgage we had for him was paid off years prior."

Sincerely,

Michelle C. Newman

Deputy Attorney General
State of Nevada
Office of the Attorney General
Bureau of Consumer Protection
100 North Carson Street
Carson City, NV 89701-4717
Phone: (775) 684-1164
Fax: (775) 684-1299
MNewman@ag.nv.gov

From: Michelle C. Newman
Sent: Wednesday, September 9, 2020 12:46 PM
To: Tyrone Armstrong <performanceoneautomotive@gmail.com>

NVAGO 000068
174

Cc: Whitney F. Digesti <WDigesti@ag.nv.gov>

Subject: RE: Mortgage Question

Hello Tyrone,

We are happy to report that we were able to receive some information from Bank of America yesterday.

In the responsive email, Bank of America stated that from their "review of the loan in question, it was paid full by the client on January 25, 2007. Countrywide issued a release of lien that was sent to the county recorder in January 2007, but it's possible the document was rejected by the county."

Tyrone, did you or anyone else you are aware of pay off this loan in 2007? Out of curiosity, have you checked with the Clark County recorder's office to make sure the reconveyance was recorded? If not, will you?

Unfortunately, it will take 20-30 days for us to receive a formal response; however, Bank of American will attempt to expedite that response.

Sincerely,

Michelle C. Newman
Deputy Attorney General
Office of the Nevada Attorney General
Bureau of Consumer Protection
100 North Carson Street
Carson City, NV 89701-4717
Telephone: (775) 684-1164
MNewman@ag.nv.gov

From: Whitney F. Digesti <WDigesti@ag.nv.gov>

Sent: Friday, September 4, 2020 5:16 PM

To: performanceoneautomotive@gmail.com; Michelle C. Newman <MNewman@ag.nv.gov>

Subject: Re: Mortgage Question

Tyrone,

Thank you for your email. We sympathize with you and want to assist you in any way we can. Please understand though that we are neither failing or refusing to provide you with what you have requested. We simply need a little bit more time to try to gather any helpful information we can. As such, we will reach out to you next week with an update.

Sincerely,

NVAGO 000069
175

Whitney Digesti
Deputy Attorney General

From: performanceoneautomotive@gmail.com <performanceoneautomotive@gmail.com>
Sent: Friday, September 4, 2020 2:14 PM
To: Michelle C. Newman <MNewman@ag.nv.gov>
Cc: Whitney F. Digesti <WDigesti@ag.nv.gov>
Subject: Re: Mortgage Question

Michelle,

In the last email I sent you, I asked you for your findings regarding the previously attached consent judgment as it relates to the payoff of my mortgage with Bank of America.

You have either failed or refused to provide any documents or facts to help resolve my issue.

I have made a good faith attempt to obtain this information from your office informally. I need the requested information no later than 9/10/2020. If not received by said date, it is my intent to subpoena your boss, Mr. Figueroa, to be deposed regarding his personal knowledge or to produce documents in lieu of appearance.

I do not wish to discuss anything further with you until you demonstrate good faith and produce the information I have requested. I will be happy to assist your office in any way I can after that.

Best,
Tyrone Armstrong

On Sep 4, 2020, at 1:09 PM, Michelle C. Newman <MNewman@ag.nv.gov> wrote:

Tyrone,

Would you mind emailing us your phone number so we can call you?

Sincerely,

Michelle C. Newman
Deputy Attorney General
Office of the Nevada Attorney General
Bureau of Consumer Protection
100 North Carson Street
Carson City, NV 89701-4717
Telephone: (775) 684-1164
MNewman@ag.nv.gov

NVAGO 000070
176

From: Tyrone Armstrong <performanceoneautomotive@gmail.com>

Sent: Thursday, September 3, 2020 2:50 PM

To: Michelle C. Newman <MNewman@ag.nv.gov>

Cc: Whitney F. Digesti <WDigesti@ag.nv.gov>

Subject: Re: Mortgage Question

Hi Michelle. Thank you for your response. Can you please email me your findings?

-Tyrone

On Wed, Sep 2, 2020 at 1:53 PM Michelle C. Newman <MNewman@ag.nv.gov> wrote:

Hi Tyrone,

Thank you for your follow-up email. We will be giving you a call tomorrow.

Sincerely,

Michelle C. Newman

Deputy Attorney General

State of Nevada

Office of the Attorney General

Bureau of Consumer Protection

100 North Carson Street

Carson City, NV 89701-4717

Phone: (775) 684-1164

Fax: (775) 684-1299

MNewman@ag.nv.gov

From: Tyrone Armstrong <performanceoneautomotive@gmail.com>

Sent: Thursday, August 27, 2020 3:42 PM

To: Michelle C. Newman <MNewman@ag.nv.gov>

Cc: Whitney F. Digesti <WDigesti@ag.nv.gov>

Subject: Re: Mortgage Question

Hi Michelle and Whitney. Per our telephone conversation on August 20, 2020, we agreed that I would follow up with you in one week to check the status on whether you were able to find facts to establish whether the Consent Judgment from case no: A583442 was used to payoff of my mortgage with Bank of America at the property located at 3713 Brentcove Drive, North Las Vegas, Nevada 89032. Were you able to find anything?

Sincerely,

Tyrone K. Armstrong

On Thu, Aug 20, 2020 at 12:10 PM Michelle C. Newman <MNewman@ag.nv.gov> wrote:

Mr. Armstrong,

NVAGO 000071

177

I am following up on the below email. Please feel free to contact us via email with a phone number so we can contact you directly. You may also call me at (925) 234-1326.

Sincerely,

Michelle C. Newman
Deputy Attorney General
Office of the Nevada Attorney General
Bureau of Consumer Protection
100 North Carson Street
Carson City, NV 89701-4717
Telephone: (775) 684-1164
MNewman@ag.nv.gov

From: Michelle C. Newman
Sent: Friday, August 7, 2020 3:23 PM
To: 'performanceoneautomotive@gmail.com' <performanceoneautomotive@gmail.com>
Cc: Whitney F. Digesti <WDigesti@ag.nv.gov>
Subject: Mortgage Question

Hello Mr. Armstrong,

Thank you for contacting the Office of the Nevada Attorney General.

We received the information you sent to Mr. Figueroa regarding the fact the *State of Nevada v. Countrywide Financial Corporation* consent judgment was sent to the successor of your mortgage, Bank of America. We would like to speak with you about this matter.

Is there a phone number we can reach you at?

Sincerely,

Michelle C. Newman
Deputy Attorney General
Office of the Nevada Attorney General
Bureau of Consumer Protection
100 North Carson Street
Carson City, NV 89701-4717
Telephone: (775) 684-1164
MNewman@ag.nv.gov

This message and attachments are intended only for the addressee(s) and may contain information that is privileged and confidential. If the reader of this message is not the intended recipient or an authorized representative of the intended recipient, I did not intend to waive and do not waive any privileges or the confidentiality of the message and attachments, and you are hereby notified that any dissemination of this communication is strictly prohibited. If you received this communication in error, please notify me immediately by email at MNewman@ag.nv.gov and delete the message and attachments from your computer and network. Thank you.

NVAGO 000072
178

EXHIBIT 13

EXHIBIT 13

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 Plaintiff,

12 vs.

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

22 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 INITIAL DISCLOSURE OF
EXPERT WITNESSES**

19 Pursuant to Nev. R Civ. P. 16.1(a)(2)(B), Defendant U.S. Bank National Association, as
20 Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series
21 2007-BC3 ("U.S. Bank Trust"), by and through its attorneys of record, the law firm of Fox
22 Rothschild LLP, hereby designates the following expert witnesses.

- 23 1. Kurt E. Kuhn
24 Forensic Consulting Service
25 2271 W. Malvern Avenue, Ste. 117
Fullerton, CA 92833

26 Mr. Kuhn is a forensic science consultant and handwriting expert. Mr. Kuhn is expected to
27 provide expert testimony regarding issues herein and as discussed in his report. Attached as *Exhibit*
28 A is a copy of Mr. Kuhn's report as well as the information required by Nev. R. Civ. P.

1 16.1(a)(2)(B), including: a complete statement of all opinions Mr. Kuhn will express, and the bases
2 and reasons for them; the facts or data Mr. Kuhn considered in forming them; the exhibits that will
3 be used to summarize or support them; Mr. Kuhn's qualifications as set forth in his curriculum
4 vitae; a list of all other cases in which, during the previous four years, Mr. Kuhn testified as an
5 expert at trial or by deposition; and a statement of the compensation to be paid for the study and
6 testimony in the case including Mr. Kuhn's fee schedule and an invoice for his services to date. .
7 Mr. Kuhn has not published any articles in this particular forensic discipline within the past 10
8 years. U.S. Bank Trust reserves the right to amend and supplement this disclosure. (*Exhibit A*
9 exceeds Odyssey's File and Serve 5MB per document limit. Therefore, *Exhibit A* will be sent via
10 separate file transfer).

11 DATED this 8th day of January, 2021.

12 **FOX ROTHSCHILD LLP**

13
14 /s/ Kevin M. Sutehall
15 MARK J. CONNOT (10010)
16 KEVIN M. SUTEHALL (9437)
17 1980 Festival Plaza Dr., Suite 700
18 Las Vegas, NV 89135
19 *Attorneys for Defendant U.S. Bank National*
20 *Association, as Trustee for Structured Asset*
21 *Securities Corporation Mortgage Pass-Through*
22 *Certificates, Series 2007-BC3*
23
24
25
26
27
28

1 **CERTIFICATE OF SERVICE**

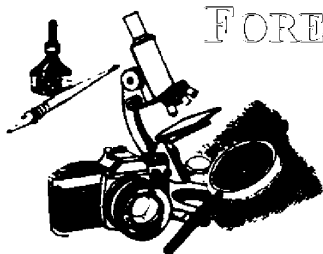
2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of FOX ROTHSCHILD
3 LLP, and that on the 8th day of January, 2021, I served a copy of the foregoing **DEFENDANT U.S.**
4 **BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET**
5 **SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES,**
6 **SERIES 2007-BC3'S INITIAL DISCLOSURE OF EXPERT WITNESSES** through the Court's
7 electronic service system to the parties listed below:

8 Tyrone Keith Armstrong
9 3713 Brentcove Drive
10 North Las Vegas, NV 89032
performanceoneautomotive@gmail.com
Plaintiff Pro Se

11 Jeffrey S. Allison, Esq.
12 Houser LLP
13 9970 Research Drive
Irvine, CA 92675
14 6671 S. Las Vegas Blvd.
Las Vegas, NV 89119
jallison@houser-law.com
15 *Attorneys for Defendants PHH Mortgage Corporation;*
PHH Mortgage Corporation, successor to Ocwen Loan Servicing, LLC,
16 *erroneously named; and Western Progressive-Nevada, Inc.*

17
18 /s/ Doreen Loffredo
19 An employee of Fox Rothschild LLP
20
21
22
23
24
25
26
27
28

EXHIBIT A



FORENSIC CONSULTING SERVICE

2271 W. Malvern Avenue
Suite 117

Fullerton, CA 92833

(562) 882-2201

EMAIL: kurtkuhn@earthlink.net

WEBSITE: forensicconsultingservice.net

Curriculum Vitae
of
Kurt E. Kuhn

Forensic Science Consultant

Forensic Consulting Service

September 2002 - Present

Duties/Responsibilities:

Crime Scene Investigation - Evaluation/Review

Fingerprint Examination

Questioned Document Examination

Senior Forensic Specialist

Officer-in-Charge, Identification Section

Beverly Hills Police Department

20 ½ years

Duties/Responsibilities:

Fingerprint Examination

- o Crime Scene Investigation
- o Processing evidence items for latent fingerprints
- o Examination of fingerprint evidence
- o Presentation of expert testimony in court

Questioned Document Examination (Since 1985)

- o Determination of Authenticity of Signatures and/or Written Material
- o Examination of Handwriting and/or Hand Printing
- o Examination of Anonymous Notes/Letters
- o Determination of Alterations, Indented Writing, Addition and/or Page Replacement
- o Restoration of Erased or Obliterated Entries
 - Infrared Examination
 - Chemical Treatment
 - Microscopy/Computer Imaging
- o Ink Examination
 - Infrared Examination
 - Chemical Analysis
 - Relative Aging
- o Presentation of expert testimony in court

Identification Technician

Crime Scene Investigator/Latent Print Examiner

Huntington Beach Police Department

2 years

Duties/Responsibilities:

Fingerprint Examination

- Crime Scene Investigation
- Processing evidence items for latent fingerprints
- Examination of fingerprint evidence
- Presentation of expert testimony in court

Latent Print Expert

Crime Scene Investigator/Latent Print Examiner

Los Angeles Police Department

3 years

Duties/Responsibilities:

Fingerprint Examination

- Crime Scene Investigation
- Processing evidence items for latent fingerprints
- Examination of fingerprint evidence
- Presentation of expert testimony in court

CERTIFIED LATENT PRINT EXAMINER

CERTIFIED SENIOR CRIME SCENE ANALYST

International Association for Identification

Training/Education:

- FBI Advanced Latent Fingerprint Techniques Course
- Advanced Field Evidence Technician Course
- FBI Specialized Training - Disaster Identification Course
- U.S. Secret Service Questioned Document Course
- Institute of Applied Science Identification Course
- Three year training program in Questioned Document examination under the direction of examiners with the Beverly Hills Police Department, Los Angeles County Sheriff's Department and California Department of Justice.
- Attendance at annual training conferences presented by the International Association for Identification, the California State Division – I.A.I., and the Southern California Association of Fingerprint Officers presenting subject matter including crime scene investigation, fingerprint development/recovery/examination and questioned document related topics.
- Attendance at annual seminars of the Association of Forensic Document Examiners presenting subject matter including handwriting and hand printing identification; application of examination methodology; bias; error rates; imaging and photographic equipment; the methods and techniques utilized during the examination process; and writing issues experienced by the elderly and physically/medically challenged.

Actual Experience

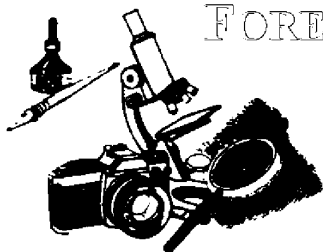
- Conducted in excess of 7,000 crime scene investigations
- Performed in excess of 1,500,000 fingerprint comparisons
- Examined in excess of 20,000 questioned documents
- Testified in the Superior Courts of Los Angeles, Orange, Riverside, San Bernardino and Ventura Counties; United States District Court, United States Immigration Court and United States Tax Court on more than 450 occasions
Fingerprint Related - 300+ occasions/Questioned Document Related - 150+ occasions
- Testified in a United States Navy Federal Court Martial proceeding
- Associate Instructor - Department of Public Safety/Administration of Justice
Allan Hancock College, Santa Maria, CA (1994 – 2000)
- Presentations before members of the Los Angeles, Huntington Beach, Manhattan Beach and Beverly Hills Police Departments, at both academy level and in-service training levels, on the techniques of crime scene investigation and the collection and preservation of physical evidence
- Presentations before members of the Southern California Association of Fingerprint Officers and the California State Division of the International Association for Identification on the topic of "Chemical Processing Techniques for Latent Prints"
- Presentations before members of the Southern California Association of Fingerprint Officers on the topic of "The Fingerprint Science and Ridgeology"
- Presentations before members of the Los Angeles County District Attorney's Office, Los Angeles and Orange County Public Defender's Offices, the California Association of Licensed Investigators (CALI), the Association of Certified Fraud Examiners (ACFE) and the Association of Forensic Document Examiners (AFDE) regarding both latent fingerprint and questioned document/handwriting examination and the presentation of evidence in court
- Personally trained at least twenty-five individuals, on a one-to-one basis in actual field situations, on the techniques of crime scene investigation and the preservation and collection of physical evidence
- Personally trained at least five individuals in the techniques of latent fingerprint comparison and the subsequent presentation of expert testimony in court
- Authored the article "Alternate Applications of DFO for Non-fluorescent Visualization", published November/December 1991 issue of the Journal of Forensic Identification
- Co-authored the article "A Review of the Case Report - Determining the Evaporation Rate of Latent Impressions on the Exterior Surfaces of Aluminum Beverage Cans", published May/June 1992 issue of the Journal of Forensic Identification

Professional Affiliations

- International Association for Identification
- California State Division - International Association for Identification
- Southern California Association of Fingerprint Officers

Member

- Los Angeles and Orange County Superior Court Expert Witness Panel
Fingerprint and Questioned Document/Handwriting Disciplines
- Editorial Review Board – Journal of Forensic Identification
Official Publication of the International Association for Identification



FORENSIC CONSULTING SERVICE

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Suite 117

Fullerton, CA 92833

(562) 882-2201

EMAIL: kurtsekuhn@earthlink.net

WEBSITE: forensicconsultingservice.net

FEE SCHEDULE

DOCUMENT EXAMINATION

Initial Retainer: \$ 1,000.00

Includes: Initial examination of the questioned document(s) and known sample(s), the necessary documentation of the items submitted for examination, and preparation of a report upon request.

(An average case involves approximately 4 to 6 hours of examination time.)

Additional Charges \$ 250.00 per hour

above and beyond the charges listed for initial examination (or portion of)

Typical Examinations Include:

- | | |
|--------------------------------------|-------------------------------------|
| › Signatures | › Restoration of Erased Entries |
| › Handwriting and/or Hand Printing | › Indented Writing |
| › Anonymous Letters/Notes | › Ink Examination |
| › Determination of Alterations | › InfraRed Examination |
| › Restoration of Obliterated Entries | › Chemical Treatment |
| › InfraRed Examination | › Relative Aging |
| › Chemical Treatment | › Detection of Addition and/or Page |
| › Microscopy/Computer Imaging | › Replacement |

FINGERPRINT EXAMINATION

Initial Retainer \$ 750.00

Includes: Initial examination of original item(s) of evidence, the necessary documentation of the items submitted, conventional or chemical processing of the item(s) for latent fingerprints, comparison of the developed latent impressions against the exemplar fingerprint card(s), and preparation of a report upon request.

(An average case involves approximately 3 to 4 hours of examination time.)

Additional Charges \$ 250.00 per hour

above and beyond the charges listed for initial examination (or portion of)

COURTROOM OR DEPOSITION APPEARANCE

Two (2) hour minimum \$ 350.00 per hour

TRAVEL AND/OR WAITING TIME

Billed at Half Rate

RESERVATION OF SERVICES FEE or TRAVEL OUTSIDE THE LOCAL AREA

Daily \$ 750.00

Kurt E. Kuhn
Questioned Document Trial Testimony - Deposition Log
(As of 1/8/2021)

12/29/2020 Trial
People v. Briand Williams
FCS4023 - REC-0PH06161
Attorney: Thomas Slattery
LA County Superior Court - LA Bauchet St. Dept. 81
Judge Robert M. Kawahara

1/9/2020 Deposition
Global Telecom Corp. v. Seowon Intech Co. LTD
FCS3635 - 8:16-cv-02212-AG-DFM
Attorney: Patrick Rendon

11/7/2019 Trial
Kivork and Elizabette Darkmenjian
FCS3827 - BC664277
Attorney: Joseph R. Brown
LA County Superior Court - Stanley Mosk - Dept. 39
Judge Elizabeth R. Feffer

10/9/2019 Deposition
Dooley v. Union Pacific Railroad
FCS3840 - LA CV18-00512 JAK (PLAx)
Attorney: Neil R. Anapol

9/20/2019 Trial
Banks v. ABC Supply
FCS3910
Attorney: Paul S. White
LA County Superior Court - Stanley Mosk - Dept. 72
Judge Ruth Kwan

3/26/2019 Trial
Babadjouni v. Aminpour
FCS3346 - SC1222
Attorney: Kevin J. Leichter/Geoffrey M. Gold
LA County Superior Court - Santa Monica Dept. K
Judge Lawrence Cho

3/13/2019 Trial
M3Live Bar and Grill v. Wosoughkia, et al
FCS3843 - 30-2016-0087446-CU-FR-CJC
Attorney: Brandon Roesler
Orange County Superior Court - Santa Ana Dept. C-22
Judge Glenn R. Salter

1/19/2019 Trial
 Ammari v. Ammari
 FCS3860
 Attorney: Lisa Rosenthal
 LA County Superior Court - Long Beach Dept. S-10
 Judge Michele E. Flurer

11/29/2018 Deposition
 Joshua Perez v. Berri's Pizza Westwood, Inc.
 FCS3832 - BC703270
 Attorney: Kevin Kelly

11/5/2018 Trial
 Jamjian v. Jamjian
 FCS3842
 Attorney: Eve Lopez
 Los Angeles Superior Court - LA - Commonwealth Dept. 311
 Judge Christine Byrd

10/10/2018 Deposition
 Estate of Clara Miranda
 FCS3738 - BP167133
 Attorney: Frank O. Fox

9/21/2018 Trial
 Salute v. Siminski
 FCS3799
 Attorney: Janice Kroll
 Los Angeles Superior Court - Van Nuys Dept. B
 Judge Elaine Mandel

4/18/2018 Trial
 Patricia Ziegler v. The Bay Clubs
 FCS3787 - BC638802
 Attorney: Bill Strickland
 Los Angeles Superior Court - Santa Monica Dept. I
 Judge H. Chester Horn, Jr.

4/9/2018 Trial
 Estate of Steven Mosier, Deceased
 FCS3748 - 30-2016-00889284
 Attorney: Abbas Gokal
 Orange County Superior Court - Santa Ana Dept. C-8
 Judge Kim Hubbard

3/22/2018 Deposition
 Ziegler v. The Bay Clubs Company
 FCS3787 - LASC BC638802
 Attorney: Bill Strickland

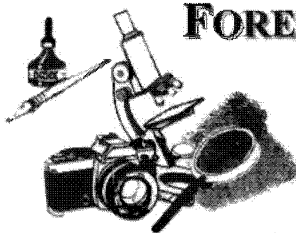
9/27/2017 Trial
 Batdorf v. Day, et al
 FCS3647 - 30-2016-00876252
 Attorney: Jason Quimby
 Orange County Superior Court - Santa Ana Dept. C-61
 Judge Carmen R. Luege

8/1/2017 Mediation Hearing
 Barbour v. Barbour
 FCS3423 -
 Attorney: Elaine Alston

6/15/2017 Deposition
 Thomas v. Purciel
 FCS3688 - 2015-00040474-CU-BC
 Attorney: Jason Quimby

6/13/2017 Trial
 Gage Foods v. Zarif Abdo
 FCS3617 - VC065134
 Attorney: Chris Jafari
 Los Angeles County Superior Court - Norwalk Dept. R
 Judge Brian F. Gasdia

1/20/2017 Trial
 Vick v. Vick
 FCS3642 - ED93273
 Attorney: Amy Bingham
 San Diego Superior Court - East Dept. 6
 Judge Selena Dong Epley



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F.C.S. Case 4021

On 12/28/2020, an examination was conducted on the below listed items:

Questioned Writing:

- Q-1 Original four (4) page Adjustable Rate Note bearing the name and signature Tyrone K. Armstrong on Page 4, dated 1/18/2007.
- Q-2 Original one (1) page Addendum to Note Prepayment Penalty Charge bearing the name and signature Tyrone K. Armstrong, dated 1/18/2007.
- Q-3 Original two (2) page Addendum to Note For Interest Only Payment Period bearing the name and signature Tyrone K. Armstrong on Page 2, dated 1/18/2007.
- Q-4 Original fifteen (15) page Deed of Trust, Clark County Recorder Number 20070125-0003978, bearing the name and signature Tyrone K. Armstrong on Page 14 and 15, dated 1/18/2007.
(Note: the signature on Page 15 contains a horizontal strike-through mark.)
- Q-5 Original two (2) page Planned Unit Development Rider bearing the name and signature Tyrone K. Armstrong on Page 2, dated 1/18/2007.
- Q-6 Original two (2) page Prepayment Charge Rider bearing the name and signature Tyrone K. Armstrong on Page 2, dated 1/18/2007.
- Q-7 Original three (3) page Adjustable Rate Rider With Interest Only Payment Period bearing the name and signature Tyrone K. Armstrong on Page 3, dated 1/18/2007.

Specifically in question on each of the above documents is the signature "Tyrone K. Armstrong".

(Note: The original documents for the above listed items were provided for examination at Houser LLP in Irvine, CA, on 12/10/2020.

Known Writing:

- K-1 Machine copy of a fifteen (15) page Deed of Trust, Clark County Recorder Number 20031223-03212, bearing the name and signature Tyrone K. Armstrong on Page 14, dated 12/16/2003.
- K-2 Machine copy of a four (4) page Adjustable Rate Rider bearing the name and signature Tyrone K. Armstrong on Page 4, dated 12/16/2003.
- K-3 Machine copy of a two (2) page Prepayment Rider bearing the name and signature Tyrone K. Armstrong on Page 2, dated 12/16/2003.
- K-4 Machine copy of a three (3) page Planned Unit Development Rider bearing the name and signature Tyrone K. Armstrong on Page 3, dated 12/16/2003.
- K-5 Machine copy of a four (4) page Uniform Residential Loan Application bearing the name and signature Tyrone Armstrong on Page 4, dated 12/15/2004.
- K-6 Machine copy of a Deed of Trust, Clark County Recorder Number 20041229-0002078, fifteen (15) pages, bearing the name and signature Tyrone K. Armstrong on Page 14, dated 12/23/2004.
- K-7 Machine copy of a three (3) page Planned Unit Development Rider bearing the name and signature Tyrone K. Armstrong on Page 3, dated 12/23/2004.
- K-8 Machine copy of a New Century Mortgage Corporation Federal Truth-in-Lending Disclosure Statement bearing the name and signature Tyrone K. Armstrong, dated 12/23/2004.
- K-9 Machine copy of a two (2) page New Century Mortgage Corporation Good Faith Estimate - Itemization bearing the name and signature Tyrone K. Armstrong on Pages 1 and 2, date 12/23/2004.
- K-10 Machine copy of a Notice of Right to Cancel bearing the name and signature Tyrone K. Armstrong, dated 12/23/2004.
- K-11 Machine copy of a five (5) page Adjustable Rate Note bearing the name and signature Tyrone K. Armstrong on Page 5, dated 12/29/2004.

- K-12 Machine copy of a five (5) page letter addressed to Chase Home Finance LLC bearing the name and signature Tyrone Armstrong on Page 5, dated 3/21/2011.
- K-13 Machine copy of a Nevada Driver License, Number 2600422726, bearing the name and signature Tyrone Armstrong, issue date 2/8/2014.
- K-14 Machine copy of a Motion to Exparte Allowing Examination bearing the name and signatures Tyrone Armstrong, dated 4/21/2015 and 4/23/2015.
- K-15 Machine copy of an Identity Theft Affidavit, Form 14039, bearing the name and signature Tyrone Armstrong, dated 7/27/2015.
Note: Two (2) versions of this identical document were submitted. The second version bears two (2) different signatures Tyrone Armstrong on the Signature of Taxpayer or Representative of Taxpayer signature line.
- K-16 Machine copy of an America First Credit Union check, number 0003, bearing the name and signature Tyrone K. Armstrong, dated 2/11/2017.
- K-17 Machine copy of a six (6) page Identity Theft and Victim's Complaint Affidavit bearing the name and signature Tyrone Armstrong on Page 6, dated 5/14/2018.
- K-18 Machine copy of a two (2) page Letter addressed to Western Progressive Nevada, Inc. bearing the name and signature Tyrone Armstrong, dated 7/9/2018.
- K-19 Machine copy of a Declaration of Tyrone K. Armstrong in Support of Tyrone K. Armstrong's Opposition to Motion to Dismiss bearing the name and signature Tyrone Armstrong, dated 8/20/2018.
- K-20 Machine copy of a two (2) page Declaration of Tyrone Keith Armstrong bearing the name and signature on Page 2, dated 9/5/2019.
- K-21 Machine copy of a Verification bearing the name and signature Tyrone Armstrong, dated 11/27/2020.

Examination and Methodology

The questioned and known signatures/handwritten material were examined using the unaided eye, handheld magnifiers, a stereo microscope, and high-resolution digital images where

appropriate. Comparisons were made of the various writing features using established standards to determine similarities and/or differences in accordance with SWGDOC (Scientific Working Group for Forensic Document Examination) Published Standards.

The examination procedures include an analysis, comparison and evaluation process that is summarized as follows:

- The questioned and known writings submitted are analyzed to determine if they are naturally prepared and suitable for comparison and if there are factors that limit the examination process. The individual writing features are identified for future comparison. If there are multiple questioned signatures or areas of handwritten material, these are inter-compared to determine if there may be multiple writers involved. All known signatures and/or areas of handwritten material are inter-compared to determine if they have been prepared by a single writer or if there may be multiple writers involved.
- The comparison process is a side-by-side comparison of the various writing features present in the questioned and known writings. If either or both the questioned and known writing are un-naturally prepared or disguised; a tracing or a simulation; written with the un-accustomed hand; or in a different style of writing, then the writings may not be completely suitable for comparison purposes.
- The evaluation process is the determination of the combined significance of the writing features present in the writings, considering both similarities and differences. The conclusion is based upon the totality of the evidence within the examined writings.
- The factors that may limit the comparison process in a handwriting examination include non-comparability of writing styles (cursive vs. hand printing), non-comparability of wording, non-contemporaneous writing samples, limited quality and/or quantity of writing, non-original writing, distorted writing, and prior destructive examinations.

Observations:

- The questioned signatures appearing on Q-1 through Q-7 were prepared with black ball point ink. All of the signatures exhibit good line quality and fluid stroke movement in their execution with no evidence of unnatural writing such as tremor, hesitation or patchwork. They provide sufficient detail to conduct examinations and render discipline reliable opinions regarding authorship. The signatures were inter-compared and no evidence was found to suggest multiple writers.

- The known signatures appearing on K-1 through K-21 were machine copies that did provide sufficient detail to conduct examinations and render scientifically reliable opinions.

These signatures exhibit a limited range of variation over the time period 2003 through 2020. Variation is defined as the patterns of habit exhibited in writing and is a natural occurrence in every writer. These known signatures were inter-compared and no evidence was found to suggest multiple writers.

Conclusion:

The below opinion is based upon examination of the above listed items utilizing appropriate magnification and lighting equipment; the consideration of the basic tenets of handwriting identification that (1) a signature and/or handwriting is a complex, learned motor program that is stored in the brain, (2) not all people write in the same way and not all handwriting appears the same, (3) while a person's handwriting varies from time to time, the handwriting also carries some combination of recurring characteristics and (4) the variance of characteristics within a particular person's handwriting is less than the variance of characteristics between the handwriting of all persons. The examination of the individual handwriting features include writing skill; line quality; pen pressure; letter size, design and construction; slant; pen lifts; space and height proportions between characters, letters or words; direction of strokes; beginning, connecting and ending strokes; and variation in accordance with accepted practice; and the consistency of these features in both the intra and inter-relationships that exist in the questioned and the known writings. Determinations are based upon the level of agreement and/or disagreement of the significant writing features present in the submitted writing samples.

Based upon an examination of the above listed items, it is my opinion that the signatures appearing on Q-1 through Q-7 were prepared by the same individual that prepared the signatures appearing on K-1 through K-21. The agreement in writing features that support this opinion include but are not limited to:

- Fluid stroke movement
- Form complexity
- Letter design and construction
- Proportional height relationships of letters
- Word construction - the type and number of individual strokes or stroke configurations used to prepare the elements of the signature

The terminology "was prepared by" (identification) as it appears in the SWGDOC (Scientific Working Group for Forensic Document Examination) Published Standards is defined as a definite conclusion of identity. This is the highest degree of confidence expressed by document examiners in handwriting comparisons. The examiner has no reservations whatever, and although prohibited from using the word "fact," the examiner is certain, based on the evidence contained in the handwriting, that the writer of the known material actually wrote the writing in question.

The undersigned, if called as a witness, would testify, under penalty of perjury, under the laws of the State of California, that he did perform the examinations, tests, and analyses necessary to reach the findings, opinions, or conclusions stated above.

Examiner



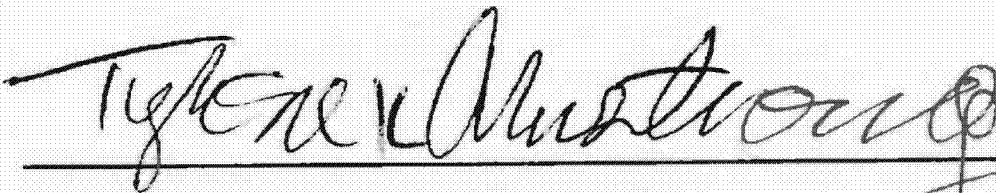
Kurt E. Kuhn

Date

5 Jan 2021

QUESTIONED SIGNATURES

Q-1


TYRONE K. ARMSTRONG

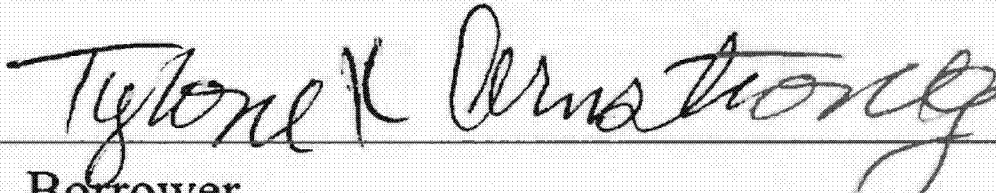
Q-2


TYRONE K. ARMSTRONG

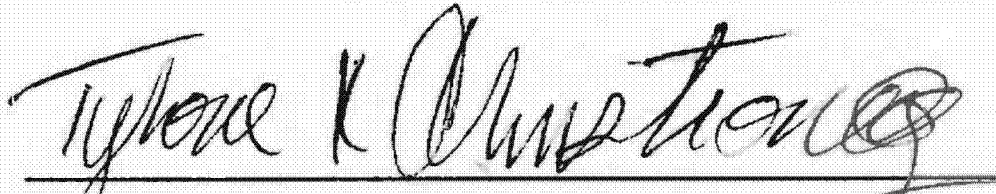
Q-2


TYRONE K. ARMSTRONG

Q-3

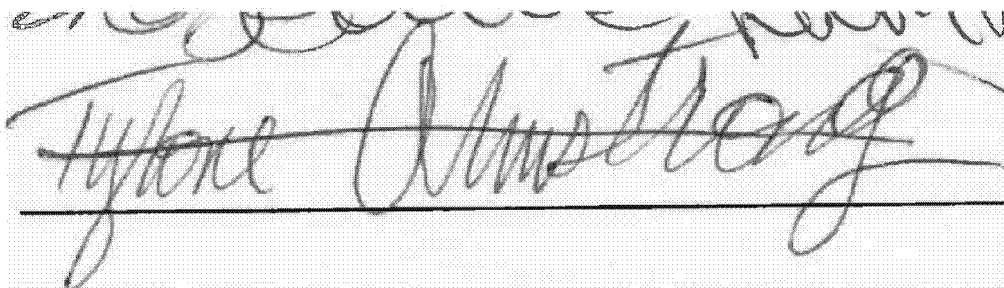

Borrower

Q-4


TYRONE K. ARMSTRONG

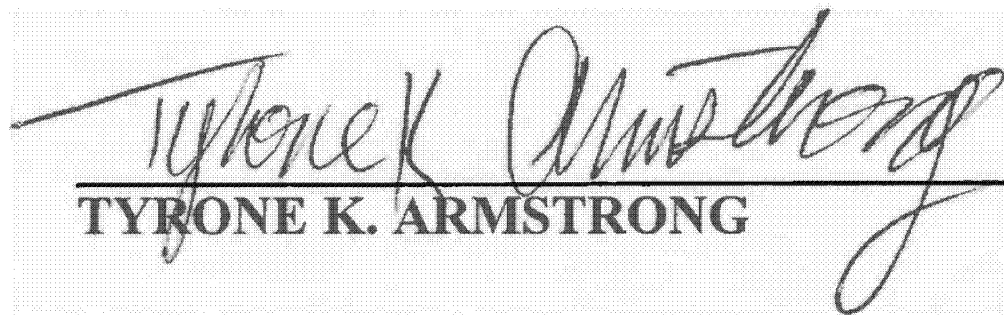
QUESTIONED SIGNATURES

Q-4



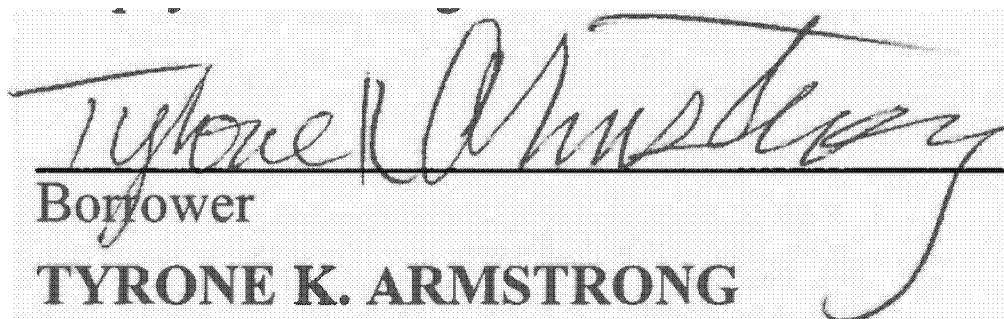
A handwritten signature in cursive script, appearing to read "Tyrone Armstrong", written over a horizontal line.

Q-5



A handwritten signature in cursive script, appearing to read "Tyrone K. Armstrong", written over a horizontal line. Below the line, the text "TYRONE K. ARMSTRONG" is printed in a bold, sans-serif font.

Q-6



A handwritten signature in cursive script, appearing to read "Tyrone K. Armstrong", written over a horizontal line. Below the line, the text "Borrower" is printed in a bold, sans-serif font, and below that, "TYRONE K. ARMSTRONG" is printed in a bold, sans-serif font.

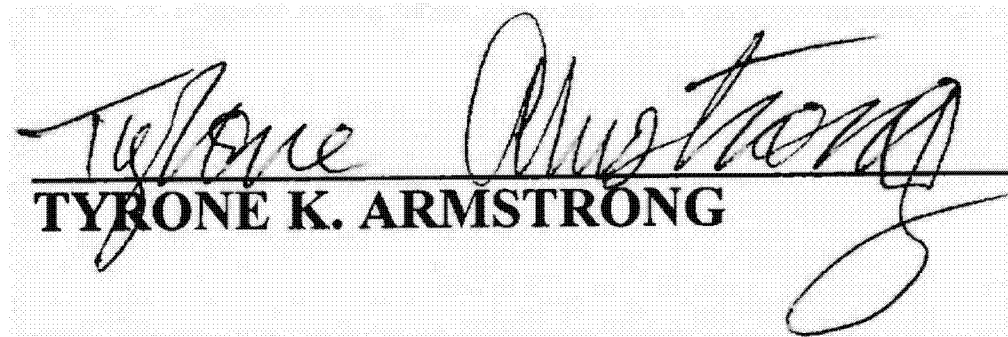
Q-7



A handwritten signature in cursive script, appearing to read "Tyrone K. Armstrong", written over a horizontal line. Below the line, the text "TYRONE K. ARMSTRONG" is printed in a bold, sans-serif font.

QUESTIONED SIGNATURES

Q-7



TYRONE K. ARMSTRONG

KNOWN SIGNATURES

K-1

Tyrone K Armstrong
TYRONE ARMSTRONG
(Seal)
-Borrower

Tyrone K Armstrong
TYRONE ARMSTRONG
(Seal)
-Borrower

K-3

Tyrone K Armstrong
TYRONE ARMSTRONG
-Borrower

Tyrone K Armstrong
TYRONE ARMSTRONG
-Borrower

K-5

Tyrone Armstrong
TYRONE K ARMSTRONG
following information is requested by the Federal Govern

Tyrone K Armstrong
TYRONE K ARMSTRONG
-Borrower

K-7

Tyrone K Armstrong
TYRONE K ARMSTRONG
(Seal)
-Borrower

Tyrone K Armstrong
TYRONE K ARMSTRONG
12th

K-9

Tyrone K Armstrong
TYRONE K ARMSTRONG
Date 12/23

Tyrone K Armstrong
TYRONE K ARMSTRONG
12/23

K-10

Tyrone K Armstrong
TYRONE K ARMSTRONG

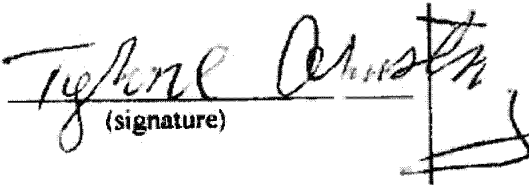
Tyrone K Armstrong
TYRONE K ARMSTRONG
-Borrower

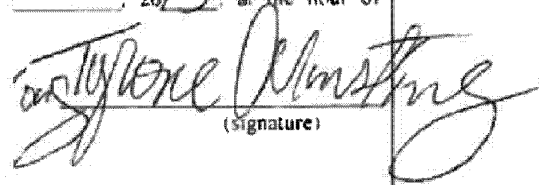
K-12

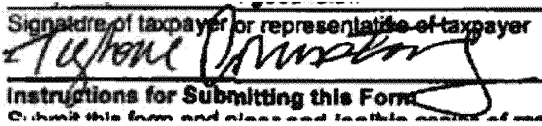
Tyrone Armstrong
Tyrone Armstrong
Date: 3/21/11

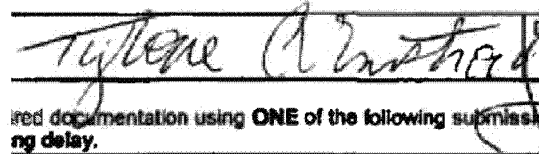
Tyrone Armstrong
TYRONE ARMSTRONG
-Borrower

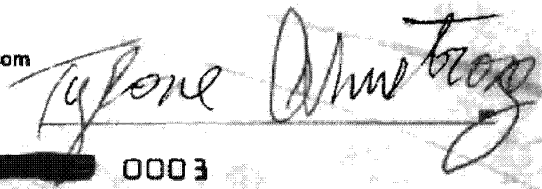
KNOWN SIGNATURES

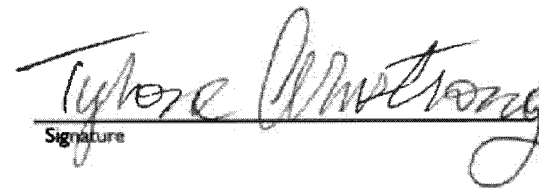
K-14 
(signature)


(signature) K-14

K-15 
Signature of taxpayer or representative of taxpayer
Instructions for Submitting this Form
Submit this form and enclosed tax documents of one

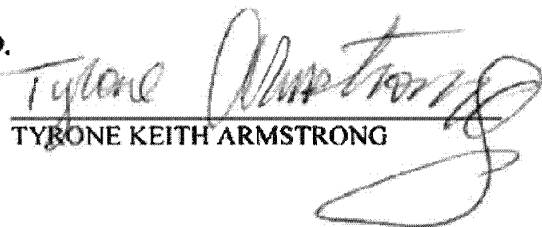

red documentation using ONE of the following submission
ng delay. K-15

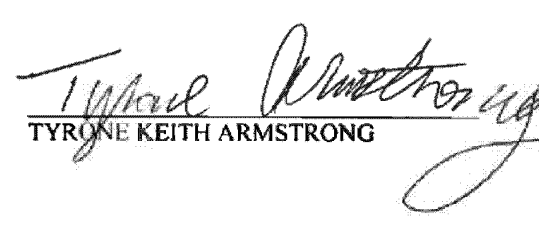
K-16 
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0003

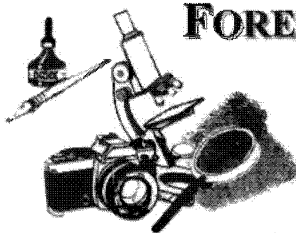

Signature K-17

K-18 
TYRONE K. ARMSTRONG


TYRONE K. ARMSTRONG K-19

K-20 
TYRONE KEITH ARMSTRONG


TYRONE KEITH ARMSTRONG K-21



FORENSIC CONSULTING SERVICE

2271 W. Malvern Avenue
Suite 117

Fullerton, CA 92833

(562) 882-2201

EMAIL: kurtkuhn@earthlink.net

WEBSITE: forensicconsultingservice.net

F.C.S. Case 4021

On 12/28/2020, an examination was conducted on the below listed items:

Questioned Writing:

- Q-1 Original four (4) page Adjustable Rate Note bearing the name and signature Tyrone K. Armstrong on Page 4, dated 1/18/2007.
- Q-2 Original one (1) page Addendum to Note Prepayment Penalty Charge bearing the name and signature Tyrone K. Armstrong, dated 1/18/2007.
- Q-3 Original two (2) page Addendum to Note For Interest Only Payment Period bearing the name and signature Tyrone K. Armstrong on Page 2, dated 1/18/2007.
- Q-4 Original fifteen (15) page Deed of Trust, Clark County Recorder Number 20070125-0003978, bearing the name and signature Tyrone K. Armstrong on Page 14 and 15, dated 1/18/2007.
(Note: the signature on Page 15 contains a horizontal strike-through mark.)
- Q-5 Original two (2) page Planned Unit Development Rider bearing the name and signature Tyrone K. Armstrong on Page 2, dated 1/18/2007.
- Q-6 Original two (2) page Prepayment Charge Rider bearing the name and signature Tyrone K. Armstrong on Page 2, dated 1/18/2007.
- Q-7 Original three (3) page Adjustable Rate Rider With Interest Only Payment Period bearing the name and signature Tyrone K. Armstrong on Page 3, dated 1/18/2007.

Specifically in question on each of the above documents is the signature "Tyrone K. Armstrong".

(Note: The original documents for the above listed items were provided for examination at Houser LLP in Irvine, CA, on 12/10/2020.

Known Writing:

- K-1 Machine copy of a fifteen (15) page Deed of Trust, Clark County Recorder Number 20031223-03212, bearing the name and signature Tyrone K. Armstrong on Page 14, dated 12/16/2003.
- K-2 Machine copy of a four (4) page Adjustable Rate Rider bearing the name and signature Tyrone K. Armstrong on Page 4, dated 12/16/2003.
- K-3 Machine copy of a two (2) page Prepayment Rider bearing the name and signature Tyrone K. Armstrong on Page 2, dated 12/16/2003.
- K-4 Machine copy of a three (3) page Planned Unit Development Rider bearing the name and signature Tyrone K. Armstrong on Page 3, dated 12/16/2003.
- K-5 Machine copy of a four (4) page Uniform Residential Loan Application bearing the name and signature Tyrone Armstrong on Page 4, dated 12/15/2004.
- K-6 Machine copy of a Deed of Trust, Clark County Recorder Number 20041229-0002078, fifteen (15) pages, bearing the name and signature Tyrone K. Armstrong on Page 14, dated 12/23/2004.
- K-7 Machine copy of a three (3) page Planned Unit Development Rider bearing the name and signature Tyrone K. Armstrong on Page 3, dated 12/23/2004.
- K-8 Machine copy of a New Century Mortgage Corporation Federal Truth-in-Lending Disclosure Statement bearing the name and signature Tyrone K. Armstrong, dated 12/23/2004.
- K-9 Machine copy of a two (2) page New Century Mortgage Corporation Good Faith Estimate - Itemization bearing the name and signature Tyrone K. Armstrong on Pages 1 and 2, date 12/23/2004.
- K-10 Machine copy of a Notice of Right to Cancel bearing the name and signature Tyrone K. Armstrong, dated 12/23/2004.
- K-11 Machine copy of a five (5) page Adjustable Rate Note bearing the name and signature Tyrone K. Armstrong on Page 5, dated 12/29/2004.

- K-12 Machine copy of a five (5) page letter addressed to Chase Home Finance LLC bearing the name and signature Tyrone Armstrong on Page 5, dated 3/21/2011.
- K-13 Machine copy of a Nevada Driver License, Number 2600422726, bearing the name and signature Tyrone Armstrong, issue date 2/8/2014.
- K-14 Machine copy of a Motion to Exparte Allowing Examination bearing the name and signatures Tyrone Armstrong, dated 4/21/2015 and 4/23/2015.
- K-15 Machine copy of an Identity Theft Affidavit, Form 14039, bearing the name and signature Tyrone Armstrong, dated 7/27/2015.
Note: Two (2) versions of this identical document were submitted. The second version bears two (2) different signatures Tyrone Armstrong on the Signature of Taxpayer or Representative of Taxpayer signature line.
- K-16 Machine copy of an America First Credit Union check, number 0003, bearing the name and signature Tyrone K. Armstrong, dated 2/11/2017.
- K-17 Machine copy of a six (6) page Identity Theft and Victim's Complaint Affidavit bearing the name and signature Tyrone Armstrong on Page 6, dated 5/14/2018.
- K-18 Machine copy of a two (2) page Letter addressed to Western Progressive Nevada, Inc. bearing the name and signature Tyrone Armstrong, dated 7/9/2018.
- K-19 Machine copy of a Declaration of Tyrone K. Armstrong in Support of Tyrone K. Armstrong's Opposition to Motion to Dismiss bearing the name and signature Tyrone Armstrong, dated 8/20/2018.
- K-20 Machine copy of a two (2) page Declaration of Tyrone Keith Armstrong bearing the name and signature on Page 2, dated 9/5/2019.
- K-21 Machine copy of a Verification bearing the name and signature Tyrone Armstrong, dated 11/27/2020.

Examination and Methodology

The questioned and known signatures/handwritten material were examined using the unaided eye, handheld magnifiers, a stereo microscope, and high-resolution digital images where

appropriate. Comparisons were made of the various writing features using established standards to determine similarities and/or differences in accordance with SWGDOC (Scientific Working Group for Forensic Document Examination) Published Standards.

The examination procedures include an analysis, comparison and evaluation process that is summarized as follows:

- The questioned and known writings submitted are analyzed to determine if they are naturally prepared and suitable for comparison and if there are factors that limit the examination process. The individual writing features are identified for future comparison. If there are multiple questioned signatures or areas of handwritten material, these are inter-compared to determine if there may be multiple writers involved. All known signatures and/or areas of handwritten material are inter-compared to determine if they have been prepared by a single writer or if there may be multiple writers involved.
- The comparison process is a side-by-side comparison of the various writing features present in the questioned and known writings. If either or both the questioned and known writing are un-naturally prepared or disguised; a tracing or a simulation; written with the un-accustomed hand; or in a different style of writing, then the writings may not be completely suitable for comparison purposes.
- The evaluation process is the determination of the combined significance of the writing features present in the writings, considering both similarities and differences. The conclusion is based upon the totality of the evidence within the examined writings.
- The factors that may limit the comparison process in a handwriting examination include non-comparability of writing styles (cursive vs. hand printing), non-comparability of wording, non-contemporaneous writing samples, limited quality and/or quantity of writing, non-original writing, distorted writing, and prior destructive examinations.

Observations:

- The questioned signatures appearing on Q-1 through Q-7 were prepared with black ball point ink. All of the signatures exhibit good line quality and fluid stroke movement in their execution with no evidence of unnatural writing such as tremor, hesitation or patchwork. They provide sufficient detail to conduct examinations and render discipline reliable opinions regarding authorship. The signatures were inter-compared and no evidence was found to suggest multiple writers.

- The known signatures appearing on K-1 through K-21 were machine copies that did provide sufficient detail to conduct examinations and render scientifically reliable opinions.

These signatures exhibit a limited range of variation over the time period 2003 through 2020. Variation is defined as the patterns of habit exhibited in writing and is a natural occurrence in every writer. These known signatures were inter-compared and no evidence was found to suggest multiple writers.

Conclusion:

The below opinion is based upon examination of the above listed items utilizing appropriate magnification and lighting equipment; the consideration of the basic tenets of handwriting identification that (1) a signature and/or handwriting is a complex, learned motor program that is stored in the brain, (2) not all people write in the same way and not all handwriting appears the same, (3) while a person's handwriting varies from time to time, the handwriting also carries some combination of recurring characteristics and (4) the variance of characteristics within a particular person's handwriting is less than the variance of characteristics between the handwriting of all persons. The examination of the individual handwriting features include writing skill; line quality; pen pressure; letter size, design and construction; slant; pen lifts; space and height proportions between characters, letters or words; direction of strokes; beginning, connecting and ending strokes; and variation in accordance with accepted practice; and the consistency of these features in both the intra and inter-relationships that exist in the questioned and the known writings. Determinations are based upon the level of agreement and/or disagreement of the significant writing features present in the submitted writing samples.

Based upon an examination of the above listed items, it is my opinion that the signatures appearing on Q-1 through Q-7 were prepared by the same individual that prepared the signatures appearing on K-1 through K-21. The agreement in writing features that support this opinion include but are not limited to:

- Fluid stroke movement
- Form complexity
- Letter design and construction
- Proportional height relationships of letters
- Word construction - the type and number of individual strokes or stroke configurations used to prepare the elements of the signature

The terminology "was prepared by" (identification) as it appears in the SWGDOC (Scientific Working Group for Forensic Document Examination) Published Standards is defined as a definite conclusion of identity. This is the highest degree of confidence expressed by document examiners in handwriting comparisons. The examiner has no reservations whatever, and although prohibited from using the word "fact," the examiner is certain, based on the evidence contained in the handwriting, that the writer of the known material actually wrote the writing in question.

The undersigned, if called as a witness, would testify, under penalty of perjury, under the laws of the State of California, that he did perform the examinations, tests, and analyses necessary to reach the findings, opinions, or conclusions stated above.

Examiner



Kurt E. Kuhn

Date

5 Jan 2021

EXHIBITS

Questioned and Known Documents

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

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

January 18, 2007
[Date]

Irvine
[City]

California
[State]

3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 237,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is BNC MORTGAGE, INC., A DELAWARE CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. 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 6.400 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month beginning on March 1, 2007

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. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on February 1, 2037, I still owe amounts under this

Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at Chase Home Finance LLC, Attn: Financial Processing, Dept. 360, P.O. Box 501580, San Diego, CA 92150-1580 or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$1,482.45. 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.

LAS011562

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*) -
Single Family - Fannie Mae UNIFORM INSTRUMENT

VMP 838N (0210)

Form 3520 1/01

VMP MORTGAGE FORMS - (800)521-7281

Page 1 of 4

Initials: CA

Q-1


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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

 _____ TYRONE K. ARMSTRONG	(Seal) _____ -Borrower	(Seal) _____ -Borrower
_____ (Seal) _____ -Borrower	(Seal) _____ -Borrower	
_____ (Seal) _____ -Borrower	(Seal) _____ -Borrower	
_____ (Seal) _____ -Borrower	(Seal) _____ -Borrower	

[Sign Original Only]

ADDENDUM TO NOTE PREPAYMENT PENALTY CHARGE

THIS Prepayment Penalty Addendum is made this Thursday of January 18, 2007, and is incorporated into and shall be deemed to amend and supplement (i) that certain Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the Borrower, as trustor or mortgagor, in favor of BNC MORTGAGE, INC., A DELAWARE CORPORATION ("Lender"), as beneficiary or mortgagee, and (ii) that certain promissory note (the "Note") of the same date executed by Borrower in favor of Lender. To the extent that the provisions of this Prepayment Addendum (the "Addendum") are inconsistent with the provisions of the Security Instrument and/or the Note, the provisions of this Prepayment Note shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument and/or the Note.

For value received, the receipt and sufficiency of which are hereby acknowledged, Section 5 of the Note is amended to read in its entirety as follows:


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

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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If within Twenty-four (24) months after the date of execution of the Security Instrument (as defined below) I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note."

By signing below, I (We) accept and agree to the terms and covenants contained in this Prepayment Penalty Addendum.



Borrower

TYRONE K. ARMSTRONG

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

Borrower

ADDENDUM TO NOTE
FOR INTEREST ONLY PAYMENT PERIOD
THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF
MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT
MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

Loan No.: LAS011562

This Addendum to Note for Interest Only Payment Period is made this 18th day of January, 2007, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note of the same date (the "Note") and any Addenda to the Note given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to BNC MORTGAGE, INC., A DELAWARE CORPORATION (the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at:
3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032
[Property Address]

ADDITIONAL COVENANTS: Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note, Addenda to the Note or Security Instrument, Borrower and Lender further covenant and agree as follows:

I. Sections 3 and 4 of the Note are modified to provide for sixty (60) payments of interest only ("Interest Only Period") at the interest rates determined in accordance with Sections 2 and 4 of the Note. Sections 3 and 4 of the Note are modified as follows:

1. PAYMENTS

(A) Time and Place of Payments.

I will pay interest during the interest Only Period, and principal and interest thereafter, by making a payment every month.

I will make my monthly payments on the first day of each month beginning on March 1, 2007. 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 own under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If on February 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Chase Home Finance LLC, Attn: Financial Processing, Dept. 360, P.O. Box 501580, San Diego, CA 92150-1580, or at a different place if required by the Note Holder.

(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 this 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

Interest Only Adj. Rate Note Addendum

Page 1 of 2

Rev. 102703
LAS011562

Q-3

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

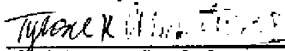
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(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.


II. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 and 2 of this Adjustable Rate Rider.

	(Seal)	_____	(Seal)
TYRONE 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.

	(Seal)	_____	(Seal)
TYRONE K. ARMSTRONG			
_____	(Seal)	_____	(Seal)
_____	(Seal)	_____	(Seal)
_____	(Seal)	_____	(Seal)

LH07KC-LAS011562

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

[Space Above This Line For Recording Data]

21008413 915TR

DEED OF TRUST

MIN 100122200003018717

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

VMP -6A(NV) (0307)

Page 1 of 15

Initials: TH

VMP Mortgage Solutions (800)521-7291



20070125-0003978

500.00

375.00

4.18 21

9.000000

1.000000

1.000000

1.000000

0.00

791.25

LAS011562

Form 3029 1/01

Witnesses:

Tyrone K. Armstrong (Seal)
TYRONE K. ARMSTRONG -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

VMP-6A(NV) (0307)

Form 3029 1/01

STATE OF NEVADA
COUNTY OF *Clark*

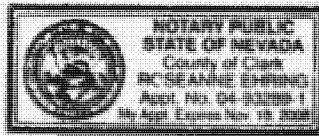
This instrument was acknowledged before me on
TYRONE K. ARMSTRONG

January 10, 2007

by

Roseanne Shring
Tyrone Armstrong

Mail Tax Statements To:
TYRONE K. ARMSTRONG
3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032



VMP-6A(NV) (0307)

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Initials: *TH*

LAS011562

Form 3029 1/01

PLANNED UNIT DEVELOPMENT RIDER

Loan Number LAS011562

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **18th day of January, 2007**, 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 Note to **BNC MORTGAGE, INC., A DELAWARE CORPORATION**

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

3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032
[Property Address]

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

COVENANTS, CONDITIONS, AND RESTRICTIONS

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

" **CHEYENNE RIDGE** "

[Name of Planned Unit Development]

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

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

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

B. Hazard 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, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Covenant 3 of the Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Covenant 5 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

PLANNED UNIT DEVELOPMENT RIDER Page 1 of 2

LAS011562

0-00000
01/13/2006 15

Q-5

In the event of a distribution of hazard 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, with any excess 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 Covenant 11 of the Security Instrument.

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.



TYHONE K. ARMSTRONG (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

BNC MORTGAGE, INC.
P.O. BOX 19656
IRVINE, CALIFORNIA 92623-9656

(Space above this line for Recorder's use)

PREPAYMENT CHARGE RIDER

Loan No.: LAS011562
Application No.: LAS011562

THIS PREPAYMENT CHARGE RIDER (the "Prepayment Rider") is made this 18th day of January, 2007, 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 BNC MORTGAGE, INC., A DELAWARE CORPORATION

("Lender") of the same date and covering the property described in the Security Instrument and located at: 3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032

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

For value received, the receipt and sufficiency of which are hereby acknowledged, Section 5 of the Note is amended to read in its entirety as follows:

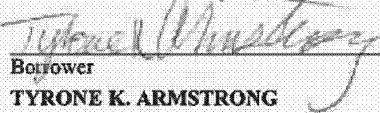
"5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

If within twenty-four (24) months from the date of execution of the Security Instrument, I make a full Prepayment or partial Prepayment(s), I will at the same time pay to the Note Holder a Prepayment charge equal to six (6) months' advance interest on the amount of the Prepayment that, when added to all other amounts prepaid during the 12-month period immediately preceding the date of the Prepayment, exceeds twenty percent (20%) of the original Principal amount of this Note."

By signing below, I (We) accept and agree to the terms and covenants contained in this Prepayment Charge Rider.


Borrower
TYRONE K. ARMSTRONG

Borrower

Borrower

Borrower

Borrower

Borrower

(Space below this line for Acknowledgment)

LAS011562

**ADJUSTABLE RATE RIDER
WITH INTEREST ONLY PAYMENT PERIOD**

This Adjustable Rate Rider with Interest Only Payment Period is made this
18th day of January, 2007,

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 Adjustable Rate Note ("Note") to

BNC MORTGAGE, INC., A DELAWARE CORPORATION

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

3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032

[Property Address]

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

THE NOTE AND ITS ADDENDA CONTAIN PROVISIONS ALLOWING FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

INTEREST ONLY PERIOD.

The Note and its Addenda provide for an initial period of monthly payments of interest only, in the amount of \$ 1,264.00 , as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES.

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

I. Sections 3 and 4 of the Note as modified by its Addenda provide for sixty (60) payments of interest only ("Interest Only Period") at the interest rates determined in accordance with Sections 2 and 4 of the Note.

1. PAYMENTS

(A) Time and Place of Payments.

I will pay interest during the interest Only Period, and principal and interest thereafter, by making a payment every month.

I will make my monthly payments on the first day of each month beginning on **March 1, 2007**

. 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 own under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If on **February 1, 2037** , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at **Chase Home Finance LLC, Attn: Financial Processing, Dept. 360, P.O. Box 501580, San Diego, CA 92150-1580** , or at a different place if required by the Note Holder.

Interest Only Adj. Rate Note Rider

Rev. 102703

Page 1 of 3

BRADON

Borrower Initials

TH

LAS011562


Q-7

(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.

 TYRONE K. ARMSTRONG	(Seal)	_____	(Seal)
_____	(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.

 TYRONE K. ARMSTRONG	(Seal)	_____	(Seal)
_____	(Seal)	_____	(Seal)
_____	(Seal)	_____	(Seal)
_____	(Seal)	_____	(Seal)

Interest Only Adj. Rate Note Rider

Rev. 102703

Page 3 of 3

5140394

Borrower Initials

TA

LAS011562

20031223
03212

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:

Assessor's Parcel Number: 13909217099

NATIONAL TITLE COMPANY

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

12-23-2003 14:58 JBR

OFFICIAL RECORDS

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

BOOK/INSTR: 20031223-03212

PAGE COUNT: 25

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

FEE: 63.00
RPTT: .00

NON-COMPLIANCE CHARGE INC: 25.00

2

(Space Above This Line For Recording Data)

240024-PIA

DEED OF TRUST

MIN

100052300368019344

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated DECEMBER 16, 2003, together with all Riders to this document.

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

Borrower is the trustor under this Security Instrument.
(C) "Lender" is Finance America, LLC

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

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

Form 3029 1/01

VMP-6A(INV) 102001

Page 1 of 15

Includes TA

VMP Mortgage Solutions (800)521-7291

NVAA



LOAN ID: 0036801934

K-1

ARM255

223

4139

R 001163

20031223
.03212

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Tyrone K. Armstrong
TYRONE ARMSTRONG (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

VMD-6A(NV) (0206)

Page 14 of 18

Form 3029 1/01

NVAN

LOAN ID: 0036801934

ARM268

224

4140

R 001164

20031223
03212

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

MIN 100052300368019344

ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

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

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

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

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

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

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

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

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

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



HGMW

ARM276

K-2

225

4141

R 001165

20031223
.03212

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

Tyrone K. (Arm. Tag) (Seal) _____ (Seal)
TYRONE ARMSTRONG -Borrower -Borrower

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

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

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

815R (0008)

Page 4 of 4

Form 3182 1/01

NGMZ

ARM279

226

4142

R 001166

20031223
03212

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

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

(Space above this line for Recorder's use)

PREPAYMENT RIDER MIN 100052300368019344

DATE: 12/16/03

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

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

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

FIRST MORTGAGE

MULTISTATE

(09/10/96)

Page 1 of 2

1196181 (0203)

VMP MORTGAGE FORMS - (B001621-720)

ATUX

K-3

ARM271

227

4143

R 001167

20031223
.03212

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

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

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

DECEMBER 2003


Borrower TYRONE ARMSTRONG

Borrower

Borrower

Borrower

FIRST MORTGAGE

MULTISTATE
(09/10/98)

1196181 (0203)

Page 2 of 2

ATUY

ARM272

LOAN ID: 0036801934

228

4144

R 001168

20031223
03212

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

MIN 100052300368019344

PLANNED UNIT DEVELOPMENT RIDER

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

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

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

[Property Address]

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

COVENANTS, CONDITIONS AND RESTRICTIONS
(the "Declaration"). The Property is a part of a planned unit development known as

CHEYENNE RIDGE

[Name of Planned Unit Development]

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

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

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

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

Page 1 of 3

Form 3150 1/01

VMP-7R (0008)

VMP MORTGAGE FORMS - (800)521-7291

Initials: TH



MCAQ

ARM273

K-4

229

20031223
.03212

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

Tyrone H. Armstrong (Seal)
TYRONE ARMSTRONG -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

LM-7R (0008)

Page 3 of 3

Form 3150 1/01

MCAS

ARM275

230

4146

R 001170

12/27/2004 22:15

7623142172

FIDELITY HOME LOAN

PAGE 02/37

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN					
Mortgage Applied for:	<input type="checkbox"/> VA	<input checked="" type="checkbox"/> Conventional	<input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
	<input type="checkbox"/> FHA	<input type="checkbox"/> USDA/Rural Housing Service			2016453
Amount	\$ 224,000	Interest Rate	6.600	No. of Months	360/360
		Amortization Type:	<input checked="" type="checkbox"/> Fixed Rate	<input type="checkbox"/> Other (explain):	
			<input type="checkbox"/> GPM	<input type="checkbox"/> ARM (type):	

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, ZIP)	No. of Units
3743 BRENTCOVE DR., North Las Vegas, NV 89032 County: Clark	1
Legal Description of Subject Property (attach description if necessary)	Year Built
SEE PRELIMS	1994

Purpose of Loan:	<input type="checkbox"/> Purchase	<input type="checkbox"/> Construction	<input type="checkbox"/> Other (explain):	Property will be:
	<input checked="" type="checkbox"/> Refinance	<input type="checkbox"/> Construction-Permanent		<input checked="" type="checkbox"/> Primary Residence
				<input type="checkbox"/> Secondary Residence
				<input type="checkbox"/> Investment

Complete this line if construction or construction-permanent loan.				
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements
	\$	\$	\$	\$
Total (a+b)				

Complete this line if this is a refinance loan.				
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements <input type="checkbox"/> made <input type="checkbox"/> to be made
1998	\$ 118,354	\$ 0	Cash-Out/Other	Cost \$ 0

Title will be held in what Name(s)	Manner in which Title will be held	Escrow will be held in:
TYRONE K ARMSTRONG	Single man	<input checked="" type="checkbox"/> Fee Simple
		<input type="checkbox"/> Leasehold (show expiration date)
		01/01/1900

Source of Down Payment, Seller's Charge and/or Subordinate Financing (explain)	Equity from Subject Property
--	------------------------------

III. BORROWER INFORMATION	
Borrower's Name (include Jr. or Sr. if applicable)	Co-Borrower's Name (include Jr. or Sr. if applicable)
TYRONE K ARMSTRONG	

Resident Monthly Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
00376	702-631-4863	10/06/1962	12				

<input type="checkbox"/> Married	<input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower)	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower)
<input type="checkbox"/> Separated		no. 0 ages	<input type="checkbox"/> Separated		no. ages

Present Address (street, city, state, ZIP)	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs.	Present Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs.
--	---	--	--

3743 BRENTCOVE DR. North Las Vegas, NV 89032	
---	--

Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
--	--

If residing at present address for less than two years, complete the following:	
Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)
<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs.	<input type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs.

If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income	Monthly Income
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income	Monthly Income
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income	Monthly Income
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income	Monthly Income
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Name & Address of Employer
<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
Monthly Income	Monthly Income
Position/Title/Type of Business	Position/Title/Type of Business
Business Phone (incl. area code)	Business Phone (incl. area code)

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<input type="checkbox"/> Self Employed	<input type="checkbox"/> Self Employed
Dates (from-to)	Dates (from-to)
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Business Phone (incl. area code)	Business Phone (incl. area code)

PAGE 27 * BCVD AT 12/29/2004 11:52:29 AM (Pacific Standard Time) * SVR:RP-350-035 * DUS:3515 * CSD:7623142172 * DURATION (mm-ss):13-10

K-5

ARM217

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R 001171

VI. ASSETS AND LIABILITIES (cont.)							
Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)							
Property Address (enter S if sold, PS if pending sale, or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
3713 BRENTCOVE DR North Las Vegas, NV 89032	SFR	\$ 280,000	\$ 152,655	\$ 0	\$ 998	\$ 0	\$ 0
Totals		\$ 280,000	\$ 152,655	\$ 0	\$ 998	\$ 0	\$ 0

List any additional parties under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number
----------------	---------------	----------------

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS	
a. Purchase price	\$ 0.00	If you answer "yes" to any questions a through i, please use continuation sheet for explanation.	
b. Alterations, improvements, repairs	\$ 0.00	a. Are there any outstanding judgments against you?	Yes No
c. Land (if acquired separately)	\$ 0.00	b. Have you been declared bankrupt within the past 7 years?	Yes No
d. Refinance (incl. debts to be paid off)	\$ 2,074.33	c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	Yes No
e. Estimated prepaid items	\$ 3,360.20	d. Are you a party to a lawsuit?	Yes No
f. Estimated closing costs	\$ 0.00	e. Have you directly or indirectly been obligated on a signature which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment? (This includes but is not limited to: reverse mortgage loans, title loans, home improvement loans, automobile loans, manufactured/mobile home loans, auto insurance, travel/education loans, or other consumer loans. If "yes," provide details including date, name and address of lender, dollar amount, number of payments, and date of last payment.)	Yes No
g. PMI, MIP, Funding Fee	\$ 0.00	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan purchased? If "yes," give details as described in the preceding section.	Yes No
h. Discount (if Borrower will pay)	\$ 0.00	g. Are you obligated to pay alimony, child support, or separate maintenance?	Yes No
i. Total costs (add items a through h)	\$ 5,434.49	h. Is any part of the down payment borrowed?	Yes No
j. Subordinate financing	\$ 0.00	i. Are you a cosigner or endorser on a note?	Yes No
k. Borrower closing costs paid by Seller	\$ 0.00	j. Are you a U.S. citizen?	Yes No
l. Other Credits (explain)		k. Are you a permanent resident alien?	Yes No
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	\$ 224,000.00	l. Do you intend to occupy the property as your primary residence? If "yes," complete question m below.	Yes No
n. PMI, MIP, Funding Fee financed	\$ 0.00	m. Have you had an ownership interest in a property in the last three years?	Yes No
o. Loan amount (add m & n)	\$ 224,000.00	(1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)?	PR SH IP
p. Cash from/to Borrower (subtract j, k, l & o from i)	\$ (218,576.51)	(2) How did you hold title to the home-solo by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	S SP O

IX. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date of first appearance of my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation if it is made on the application; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described herein; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated herein; (6) any owner or servicer of the Loan may verify or reverify any information contained in the application from any source named in this application, and Lender, its successors or assigns may retain the original and/or an electronic record of this application, even if the Loan is not approved; (7) the Lender and its agents, brokers, insurers, servicers, processors and assigns may continuously rely on the information contained in the application; and I am obligated to amend or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the owner or servicer of the Loan may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, processors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my electronic transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original handwritten signature.

Borrower's Signature: X Tylora M. [Signature] Date: 12-15-04

Co-Borrower's Signature: _____ Date: _____

IX. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law prohibits this Lender from discriminating on the basis of race, ethnicity, sex, or marital status in the provision of credit. If you furnish this information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under federal regulations, this Lender is required to have the information on the basis of visual observation or surname. If you do not wish to furnish this information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

BORROWER	<input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER	<input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino		Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input checked="" type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White		Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	
To be Completed by Interviewer: Interviewer's Name (print or type) <u>OSCAR</u>		Name and Address of Borrower's Employer <u>FIDELITY HOME LOANS</u>	
This application was taken by: <input checked="" type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Signature _____ Date _____	2755 E. DESERT INN RD STE 270 LAS VEGAS, NV 89121 (P) 702-734-5800 (F) 702-737-3960	
Interviewer's Phone Number (incl. area code) <u>702-734-5400</u>			

20041229-0002078

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

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

PAID IN FULL

23

Fee \$36.00
N/C Fee \$25.00
12/29/2004 10:32:25
T20040160085
Requestor:
SOUTHWEST TITLE

Frances Deane KCP
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

1000684013

NEVADA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

-6(NV) (0307).01

Page 1 of 15

Initials: T/K

VMP Mortgage Solutions (800)521-7291

K-6

ARM038

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4149

R 001173

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

TYRONE K ARMSTRONG (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

ARM051

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4150

R 001174

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 CCR'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.

1000584013

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

Page 1 of 3

Initials: *TKA*

 -7R (0406)

VMP Mortgage Solutions, Inc. (800)621-7291

K-7

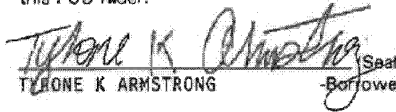
ARM211

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R 001175

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

 _____ (Seal)
TYRONE K ARMSTRONG -Borrower -Borrower

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

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

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

VMP-7R (0406)

Page 3 of 3

1000584013
Form 3150 1/01

ARM213

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4152

R 001176

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
For use with Adjustable Rate Mortgage Loans



Date: December 23, 2004 Loan# 4013

Borrower(s): TYRONE K ARMSTRONG

Property Location: 3713 BRENTCOVE DRIVE

North Las Vegas, NV 89032

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate. 8.185%	The dollar amount the credit will cost you. \$ 394,434.81	The amount of credit provided to you or on your behalf. \$ 221,861.02	The amount you will have paid after you have made all payments as scheduled. \$ 616,395.83

☐ Preliminary ☒ Final

Your payment schedule will be:

No. of Payments	Amount of Payments **	When Payments are Due
24	\$ 1,213.34	02/01/05
6	\$ 1,672.75	02/01/07
328	\$ 1,748.24	08/01/07
1	\$ 1,738.21	01/01/35
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	

☐ This obligation has a demand feature.

This is a variable-rate loan. Disclosures were provided to you earlier.

Filing Fees \$ 75.00 Non-Filing Insurance \$ N/A

Security: You are giving a security interest in the property located at 3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032

Late Charge: If payment is 15 days late, you will be charged 5.000% of the payment.

Prepayment: If you pay off early, you

☒ may ☐ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying your home

☒ cannot assume the remainder of the mortgage on the original terms.
☐ may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.
e means an estimate

PROPERTY INSURANCE: ☒ Property hazard insurance to replace the cost of improvements with a loss payable clause to the lender is a required condition of this loan. Borrower may purchase this insurance from any company acceptable to the lender. Hazard insurance ☐ is ☒ is not available through the lender at an estimated cost of N/A for a N/A year term.

I/We hereby acknowledge receipt of this disclosure.

Tyrone K Armstrong 12-23-04
TYRONE K ARMSTRONG Date

Date

Date

** NOTE: Payments shown above do not include deposits for taxes, assessments, and property or flood insurance.

NCMC
Truth in Lending - ARM
RE-274 (03/24/02)

Page 1 of 2

1000684013

ARM226

K-8

237

4153

R 001177

GOOD FAITH ESTIMATE - ITEMIZATION

Lender: New Century Mortgage Corporation
4835 E Cactus Rd, Ste 200
Scottsdale, AZ 85254

Date: December 23, 2004

Loan Number: 4013

Borrower: TYRONE K ARMSTRONG

Property: 3713 BRENTCOVE DRIVE
North Las Vegas, NV 89032

The information provided below reflects charges which you are likely to incur at the settlement of your loan. The fees listed are estimates - the actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered lines contained in the HUD-1 or HUD-1A settlement statement which you will be receiving at settlement. The HUD-1 or HUD-1A settlement statement will show you the actual cost for items paid at settlement.

☐ Preliminary Estimate☐ Redisclosure☒ Final Disclosure

Sales Price: \$ 0.00

Loan Amount: \$ 224,000.00

Index: 2.710 Margin: 5.800

[illegible]

Tyrone K. Armstrong
TYRONE K ARMSTRONG Date 12-22

Date _____

Date
12-23-04

Discussion

Date:

Notes

Notes

NEMC
Good Faith Estimate/Itemization of Amount Financed
RE-214 (102202)

Page 1 of 2

1000584013

K-9

ARM215

238

4154

R 001178

GOOD FAITH ESTIMATE - ITEMIZATION

Lender: New Century Mortgage Corporation

Date: December 23, 2004

Loan Number: 4013

[illegible]

I acknowledge I have received a copy of the booklets, "Buying Your Home, Settlement Costs and Helpful Information" and "Consumer Handbook on Adjustable Rate Mortgages," if applicable. I fully understand the amounts indicated above are ONLY ESTIMATES and may vary from the actual settlement charges at closing. Further, I fully understand that the loan origination fee, interest rate, term and monthly payment are based on my application and may be subject to change prior to closing. If, for any reason, the loan for which I have applied does not close, I agree to reimburse the Lender for any and all costs incurred to process my application including, but not limited to, the appraisal and credit report.

TYRONE K ARMSTRONG

Date: _____

Date:

Date _____

Date _____

NCMC
Good Faith Estimation of Amount Financed
RE-414 (102202)

Page 2 of 2

1000504013

ARM216

239

4155

R 001179

NOTICE OF RIGHT TO CANCEL

LENDER: New Century Mortgage Corporation

DATE: December 23, 2004
LOAN NO: 1000584013
TYPE: Conventional

BORROWER(S)/OWNER(S) TYRONE K ARMSTRONG

ADDRESS: 3713 BRENTCOVE DRIVE
CITY/STATE/ZIP: North Las Vegas, NV 89032
PROPERTY: 3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032

YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage/lien/security interest on your home. You have a legal right under federal law to cancel this transaction, without cost, within THREE BUSINESS DAYS from whichever of the following events occurs last:

- (1) The date of the transaction, which is 12-23-04
or
A. (insert TRANSACTION DATE)
(2) The date you received your Truth In Lending disclosures;
or
(3) The date you received this notice of your right to cancel.

If you cancel the transaction, the mortgage/lien/security interest is also cancelled. Within 20 CALENDAR DAYS after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage/lien/security interest on your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 CALENDAR DAYS of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at
New Century Mortgage Corporation
4835 E. Cactus Rd, Ste 200
Scottsdale, AZ 85254

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than MIDNIGHT of 12-28-04
C. (insert 3 DAY DATE)

(or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

(Borrower's signature if exercising right to cancel)

D. (CANCEL DATE)

Each of the borrowers/owners in this transaction has the right to cancel. The exercise of this right by one borrower/owner shall be effective as to all borrowers/owners.

The undersigned each acknowledge receipt of two copies of NOTICE OF RIGHT TO CANCEL.

Tyrone K Armstrong
TYRONE K ARMSTRONG

E. SIGNATURE DATE

12-23-04

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

PLEASE READ BEFORE COMPLETING THIS FORM

To proceed with this transaction, enter the following: (A): TRANSACTION DATE, which is the date the borrower signs loan documents (consummates this transaction); (B): Borrower's signature and SIGNATURE DATE, which is the date borrower signs this document; (C): 3 DAY DATE, which is the third business day following the TRANSACTION DATE. If SIGNATURE DATE of last signer is later than the TRANSACTION DATE, contact lender to confirm correct 3 DAY DATE. Do not make any amendments, erasures, strikeouts, whiteouts or alterations to the document without prior written authorization from the Lender. Should an error occur in the completion of this form, contact Lender immediately. Each borrower must be provided 2 completed, signed copies of this form.

To cancel this transaction: the borrower signs and enters the Cancellation Date (D) in the space following the words "I WISH TO CANCEL." Borrower may also cancel this transaction by mailing or delivering this or any written form of cancellation notice to Lender within 3 business days after signing loan documents.

ARM221

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R 001180

ADJUSTABLE RATE NOTE

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

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

29
December 25, 2004
(Date)

North Las Vegas
(City)

Nevada
(State)

3713 BRENTCOVE DRIVE, North Las Vegas, NV 89032

(Property Address)

PAID IN FULL

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 224,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is New Century Mortgage Corporation

, a California Corporation. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

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

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

3. PAYMENTS

(A) Time and Place of Payments

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

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



610 069980212 N 001 001

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

Page 1 of 3

1000584013

K-11

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R 001181

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
1/28 Six Month LIBOR Note
RE-410 (111803)

1000264013

Page 3 of 3

ARM057

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R 001182

24165052

Tyrone K Armstrong
3713 Brentcove Drive
North Las Vegas, NV 89032

Date: March 10, 2011

Chase Home Finance LLC
10790 Rancho Bernardo Road
San Diego, CA 92127
Certified Mail # 7010 2780 0001 1486 4269

Return Receipt Requested

MERS
Attn: ~~Reiko Arnold~~ President / CEO
PO BOX 2026
Flint, MI 48501
Certified Mail #

Return Receipt Requested

The Cooper Castle Law Firm
Attn: Jessica Chester
820 S. Valley View Blvd.
Las Vegas, Nevada 89107

U.S. Bank National Association
777 East Wisconsin
Milwaukee, WI 53202

Re: Property Address: 3713 Brentcove Drive, North Las Vegas, NV 89032
Loan Number: 24165052
Ts No. 10-04-4630-NV
APN No. 139-09-217-0999

Legal Papers Served
(New York)

MAR 28 2011

☒ Inter-office Mail ☐ Certified Mail
☐ Federal Express ☐ Hand Delivery
☐ Fax ☐ U.S. Mail ☐ Email ☐ UPS
Reviewed by: CAZ-0825

**RESPONSE TO NEVADA NOTICE OF TRUSTEE'S SALE
NOTICE OF BREACH AND DEFAULT UNDER A DEED OF TRUST, DATED 05/06/2010**

I hereby dispute the following statements made in a notice dated May 06, 2010
referencing a Trustee Sale Number 10-04-4630-NV

The Cooper Castle Law states in the above mentioned letter, that I owe an amount of
\$237,000.00. I hereby deny this claim in its entirety.

Jeffrey S Miller

MC
3/28/11

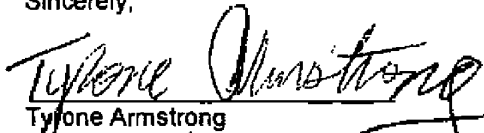

CHASE HOME FINANCE
MAR 28 2011
SAN DIEGO
J. MILLER K-12
PHR232

243

.THE COOPER CASTLE LAW FIRM admits to being a debt collector attempting to collect a debt. Since THE COOPER CASTLE LAW FIRM is admittedly a debt collector, then it is strictly governed under the "Fair Debt Collections Practices Act. " No one has listed; Structured Asset Securities Corporation Mortgage Loan Trust, Mortgage pass-Through Certificates, Series 2007-BC3, as the creditor and The Cooper Castle Law Firm is not risking a loss. The chain of communications admits that you are not the real party of interest, you do not have the right to foreclose or proceed with any actions that are outlined in the communications sent to me.

I require a response (Within the next 10 days) from THE COOPER CASTLE LAW FIRM that you have recused yourself from this foreclosure action. If no response from THE COOPER CASTLE LAW FIRM has been received within 10 days it will be assumed that my request has been ignored and I will be filing a civil action that is now ready to be filed against THE COOPER CASTLE LAW FIRM., MERS. I will be inquiring and requesting for detailed Discovery for the explanations regarding the loan number being listed in so many classes within the Trust / REMIC, the Accounting treatment of the purported Note since inception as well as deposition and subpoenas.. Additionally I will be seeking damages under the Fair Debt Collections Act, govern yourself accordingly.

Sincerely,



Tyrone Armstrong
Date: 3/21/11 

NOTARY

I, Cynthia Horner, a notary public residing in CLARK County, NEVADA,

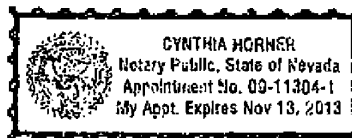
Do say that on the date of March 21, 2011 that a man known to me as Tyrone Armstrong

did appear before me in his true character and did attach his autograph to the above document.


NOTARY

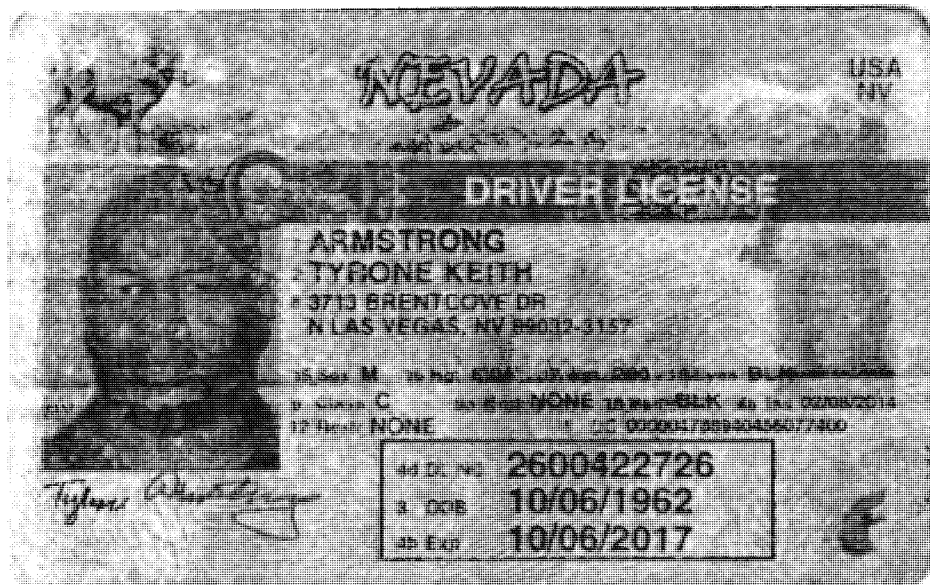
March 21, 2011
date

Seal _____



PHH236

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K-13

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R 001185

JUSTICE COURT, NORTH LAS VEGAS TOWNSHIP
CLARK COUNTY, NEVADA

US BANK TRUSTEE

LAUREL I. HANDLEY NV BAR 009576
Plaintiff

CASE NO. 15CN006

FILED
APR 23 2015
CLERK TO

-vs-

JUSTICE COURT
NORTH LAS VEGAS, NV

TYRONE ARMSTRONG

BY
Defendant

MOTION TO
EX PARTE ALLOWING EXAMINATION
(complete title to describe relief requested)

COMES NOW, the ☐ Plaintiff ☒ Defendant in the above-entitled matter and files this Motion for the following reasons: I am the Owner, Anthony Morris has no interest in my principal property, who removed my name as a Black American in History from my home, where is the CWALT that should be filed or Default and Foreclosure, Where is the NOTICE OF SERVICE that all parties, meaning me as the ONLY DEFENDANT was properly served

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

4/23/15
(date)

(type or print name)

Tyrone Armstrong
(signature)

NOTICE OF MOTION

TO: (Name of Opposing Party) US BANK TRUSTEE and

TO: (Name of attorney for Opposing Party, if any) LAUREL I. HANDLEY NV BAR 009576

PLEASE TAKE NOTICE that a hearing on (check one) ☐ Plaintiff's ☒ Defendant's MOTION TO (insert the title of your motion) EX PARTE ALLOWING EXAMINATION will be held at the Justice Court located at:

NORTH LAS VEGAS JUSTICE COURT, 2428 N. MARTIN LUTHER KING BLVD, NORTH LAS VEGAS, NV 89032

in Department on the 21 day of 4, 2015, at the hour of

4/21/15 M.
(date)

Tyrone Armstrong
(type or print name)

Tyrone Armstrong
(signature)

© Civil Law Self-Help Center
Clark County, Nevada

BY: ARM133

K-14

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Form 14039 Rev. February 2014	Department of the Treasury - Internal Revenue Service Identity Theft Affidavit	OMB Number 1545-2139
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Section E - Representative Information (Required only if completing this form on someone else's behalf)

If you are completing this form on behalf of another person, you must complete this section and attach clear and legible photocopies of the documentation indicated.

Check only ONE of the following four boxes next to the reason why you are submitting this form

☐ The taxpayer is deceased and I am the surviving spouse. (No attachments are required)

☐ The taxpayer is deceased and I am the court-appointed or certified personal representative. Attach a copy of the court certificate showing your appointment.

☐ The taxpayer is deceased and a court-appointed or certified personal representative has not been appointed. Attach a copy of the death certificate or the formal notification from the appropriate government office informing the next of kin of the decedent's death. Indicate your relationship to the decedent: _____

☐ The taxpayer is unable to complete this form and I have been appointed conservator or have Power of Attorney (POA) authorization. Attach a copy of the documentation showing your appointment as conservator or your POA authorization.

☒ If you are the POA and have been issued a CAF number by the IRS, enter it here: _____

Representative's name
 RENA E. STARKS

Current mailing address
 3050 N JONES BLVD #2025

City LAS VEGAS	State NV	ZIP code 89108
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Section F - Penalty Of Perjury Statement and Signature (Required for all filers)

Under penalty of perjury, I declare that, to the best of my knowledge and belief, the information entered on this form is true, correct, complete, and made in good faith.

Signature of taxpayer or representative of taxpayer: *Tylene A. Smith* Date signed: 07/27/2015

Instructions for Submitting this Form
 Submit this form and clear and legible copies of required documentation using ONE of the following submission options.
 Mailing AND faxing this form WILL result in a processing delay.

By Mail	By FAX
<p>If you checked Box 1 in Section A and are unable to file your return electronically because the primary and/or secondary SSN was misused, attach this form and documentation to your paper return and submit to the IRS location where you normally file. If you have already filed your paper return, submit this form and documentation to the IRS location where you normally file. Refer to the "Where Do You File" section of your return instructions or visit irs.gov and input the search term "Where to File".</p> <p>If you checked Box 1 in Section A and are submitting this form in response to a notice or letter received from the IRS, return this form and documentation with a copy of the notice or letter to the address contained in the notice or letter.</p> <p>If you checked Box 2 in Section A (you do not currently have a tax-related issue), mail this form and documentation to:</p> <p style="text-align: center;">Internal Revenue Service PO Box 9039 Andover, MA 01810-0939</p>	<p>If you checked Box 1 in Section A and are submitting this form in response to a notice or letter received from the IRS that shows a reply FAX number, FAX this completed form and documentation with a copy of the notice or letter to that number. Include a cover sheet marked "Confidential." If no FAX number is shown, follow the mailing instructions on the notice or letter.</p> <p>If you checked Box 2 in Section A (you do not currently have a tax-related issue), FAX this form and documentation to: (655) 807-6720. ✓</p> <p>NOTE: The IRS does not initiate contact with taxpayers by email, fax, or any social media tools to request personal or financial information. Report unsolicited email claiming to be from the IRS and bogus IRS websites to phishing@irs.gov.</p> <p>NOTE: For more information about questionable communications purportedly from the IRS, visit irs.gov and input the search term "Fake IRS Communications".</p>

Other helpful identity theft information may be found on www.irs.gov/identity-protection. Additionally, locations and hours of operation for Taxpayer Assistance Centers can be found at www.irs.gov (search "Local Contacts").

Note: The Federal Trade Commission (FTC) is the central federal government agency responsible for identity theft awareness. The IRS does not share taxpayer information with the FTC. Refer to the FTC's website at www.identitytheft.gov for additional information, protection strategies, and resources.

Privacy Act and Paperwork Reduction Notice

Our legal authority to request the information is 26 U.S.C. 6001. The primary purpose of the form is to provide a method of reporting identity theft issues to the IRS so that the IRS may document and investigate whether individuals are or may be victims of identity theft. Additional purposes include the use of the information to determine proper tax liability and to relieve taxpayer burden. The information may be disclosed only as provided by 26 U.S.C. 6103. Providing the information on this form is voluntary. However, if you do not provide the information it may be more difficult to assist you in resolving your identity theft issue. If you are a potential victim of identity theft and do not provide the required information, we may not be able to place a marker on your account to assist with future protection. If you are a victim of identity theft and do not provide the required information, it may be difficult for IRS to determine your correct tax liability. If you intentionally provide false information, you may be subject to criminal penalties. You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103. Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE-MCAR-MP-TIPS, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send this form to this address. Instead, see the form for filing instructions. Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with, a collection of information subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid OMB Control Number.

TYRONE K ARMSTRONG
3713 BRENTCOVE DR
NORTH LAS VEGAS NV 89032

Open Since
12/16/2016

0003
97-7751/3243

DATE Feb 11, 2017

PAY TO THE ORDER OF Silver State HVAC \$ 6,000⁰⁰

Six thousand 00 DOLLARS

AMERICA FIRST CREDIT UNION
P.O. Box 9199
Ogden, UT 84409
www.americafirst.com

FOR New Heating/Air Conditioning Tyrone Armstrong

0003

K-16

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4165

R 001189

Average time to complete: 10 minutes

Identity Theft Victim's Complaint and Affidavit

A voluntary form for filing a report with law enforcement, and disputes with credit reporting agencies and creditors about identity theft-related problems. Visit ftc.gov/idtheft to use a secure online version that you can print for your records.

Before completing this form:

1. Place a fraud alert on your credit reports, and review the reports for signs of fraud.
2. Close the accounts that you know, or believe, have been tampered with or opened fraudulently.

About You (the victim)

Now

- (1) My full legal name: Tyrone Keith Armstrong
First Middle Last Suffix
- (2) My date of birth: 10-06-1962
mm/dd/yyyy
- (3) My Social Security number: [REDACTED]
- (4) My driver's license: NV [REDACTED]
State Number
- (5) My current street address:
3713 Brent Cove Dr.
Number & Street Name Apartment, Suite, etc.
N. Las Vegas NV 89032
City State Zip Code Country
- (6) I have lived at this address since 03/1990
mm/yyyy
- (7) My daytime phone: (702) 491-8426
My evening phone: ()
My email: _____

Leave (3) blank until you provide this form to someone with a legitimate business need, like when you are filing your report at the police station or sending the form to a credit reporting agency to correct your credit report.

At the Time of the Fraud

- (8) My full legal name was: _____
First Middle Last Suffix
- (9) My address was: _____
Number & Street Name Apartment, Suite, etc.
City State Zip Code Country
- (10) My daytime phone: () My evening phone: ()
My email: _____

Skip (8) - (10) if your information has not changed since the fraud.

The Paperwork Reduction Act requires the FTC to display a valid control number (in this case, OMB control #3084-0047) before we can collect - or sponsor the collection of - your information, or require you to provide it.

K-17

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R 001190

Victim's Name Tyrone Keith Armstrong Phone number (702) 491-8426 Page 6

Signature

As applicable, sign and date **IN THE PRESENCE OF** a law enforcement officer, a notary, or a witness.

- (21) I certify that, to the best of my knowledge and belief, all of the information on and attached to this complaint is true, correct, and complete and made in good faith. I understand that this complaint or the information it contains may be made available to federal, state, and/or local law enforcement agencies for such action within their jurisdiction as they deem appropriate. I understand that knowingly making any false or fraudulent statement or representation to the government may violate federal, state, or local criminal statutes, and may result in a fine, imprisonment, or both.

Tyrone Armstrong 5-14-2018
Signature Date Signed (mm/dd/yyyy)

Your Affidavit

- (22) If you do not choose to file a report with law enforcement, you may use this form as an Identity Theft Affidavit to prove to each of the companies where the thief misused your information that you are not responsible for the fraud. While many companies accept this affidavit, others require that you submit different forms. Check with each company to see if it accepts this form. You should also check to see if it requires notarization. If so, sign in the presence of a notary. If it does not, please have one witness (non-relative) sign that you completed and signed this Affidavit.

[Signature]
Notary



Witness:

[Signature]
Signature

Juana B. Mosqueda
Printed Name

05-14-2018
Date

(702) 459-0408
Telephone Number

ARM246

251

4167

R 001191

Tyrone Armstrong
3713 Brentcove Drive
North Las Vegas, NV 89032

Date: July 09, 2018

Western Progressive Nevada, Inc. (alleged "Trustee")
c/o CSC Services of Nevada, Inc.
2215-B Renaissance Drive
Las Vegas, Nevada 89119
USPS Certified Mail Tracking: 7018 0360 0001 5576 7596

U.S. BANK NATIONAL ASSOCIATION, as Trustee for Structured Asset Securities
Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 (alleged note holder for
"Deed of Trust");
c/o OCWEN LOAN SERVICING, LLC (alleged "Beneficiary" for the Deed of Trust)
c/o CSC Services of Nevada, Inc. (NV Resident Agent for Ocwen Loan Servicing, LLC)
2215-B Renaissance Drive
Las Vegas, Nevada 89119
USPS Certified Mail Tracking: 7018 0360 0001 5576 7589

RE: Property Address: 3713 Brentcove Drive, North Las Vegas, Nevada 89032,
APN: 139-09-217-099;
Legal Description:
CHEYENNE RIDGE-UNIT 2A PLAT BOOK 54 PAGE 67 LOT 1 BLOCK 4;
TS No: 2013-00385-NV
TSG Order No: 1501-NV-2396747

**REQUEST BY MORTGAGOR FOR CERTIFIED COPY OF
NOTE, MORTGAGE AND ASSIGNMENTS (NRS 106.295)**

In accordance with the provisions of NRS 106.295(1)(a)-(d), inclusive, I am the mortgagor of the
above referenced real property, the property is a single-family residence, I am the owner of
record in the files of the Clark County Recorder (attached), I currently occupy the above-
referenced property that has been my principal residence since 1998, and you, and each of you
are either a servicer or banking financial institution licensed or registered to do business in the
State of Nevada.

**I HEREBY REQUEST A CERTIFIED COPY OF THE NOTE, THE MORTGAGE AND
ALL ASSIGNMENTS OF THE NOTE AND MORTGAGE AS OF JANUARY 18, 2007,**
including but not limited to any and all assignment(s) from BNC Mortgage, Inc.

Pursuant to NRS 106.295(2), you have ten (10) days from receipt of this notice to provide me
with the identity, address, and any other contact information of the current owner or assignee of
the note *and* mortgage. I request the actual address and telephone number of the original owner

Page 1 of 2

K-18

ARM203
ARM0203

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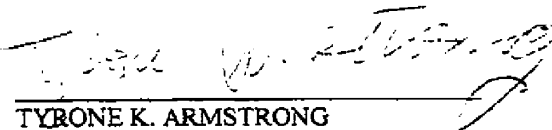
R 001192

or assignee and NOT the address or telephone number of the agent retained on behalf of the original owner or assignee.

Please further be advised that if I do not receive a *certified copy* of the note, the mortgage and *all* assignments of the note and mortgage within 30 days of receipt of this notice, I will report you, and each of you, to the Division of Mortgage Lending and to the Division of Financial Institutions of the Department of Business and Industry to take whatever actions it deems necessary for your failure to comply.

DATED this 9th day of July, 2018.

Please Guide Yourself Accordingly,



TYRONE K. ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032

USPS Certified Mail Tracking: 7018 0360 0001 5576 7589

**DECLARATION OF TYRONE K. ARMSTRONG IN SUPPORT OF TYRONE K.
ARMSTRONG'S OPPOSITION TO MOTION TO DISMISS**

I, Tyrone K. Armstrong, does hereby declare, under penalty of perjury under the laws of the State of Nevada, as follows:

1. I am the Petitioner in the current pending Petition for Mediation Assistance.
2. I make this declaration in support of the opposition to Respondents' Motion to Dismiss.
3. I bought the Subject Property, 3713 Brentcove Drive, Las Vegas, NV 89032, in 1998 and was provided with a deed to the property.
4. I live in the Subject Property.
5. I have been advised by my mortgage servicer that I am in default under my mortgage loan.
6. I filed the Petition for Mediation, and paid the mediation fee of \$275.
7. I did not receive a copy of the NOD delivered via certified or register mail to the Subject Property.
8. I only learned of the NOD filing, upon the information of realtors approaching me at the Subject Property and asking me to list my home for sale, claiming that they had received notice that I was in default on my mortgage based upon their analysis of the publicly available documents recorded at the Office of the Clark County Recorder.
9. I only learned of the NOD filing, several weeks after the NOD was recorded on May 31, 2018.
10. I petitioned to enroll in foreclosure mediation as soon as I learned of its availability.

Dated: August 20, 2018.

8-


TYRONE K. ARMSTRONG

K-19

ARM291

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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

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1 online inquiry of court cases in Clark County, Henderson and North Las Vegas in an attempt to
2 locate the whereabouts of Roseanne Ehrling. 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 Ehrling and indicated that Mrs. Ehrling's notary expired in 2008 and she was
7 not required to keep her journal past 7 years of expiring.

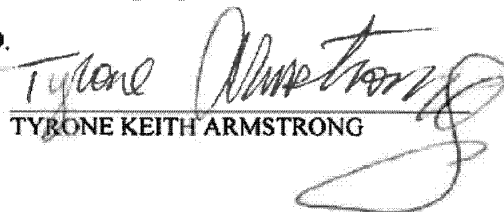
8 9. On July 31, 2019, a hearing was conducted in the instant case. At said hearing, opposing
9 counsel Jeffrey Allison, Esq. appeared and stated that his client "has the original note in a vault
10 back east."

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

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

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

22 DATED this 5th day of September, 2019.

23 
24 TYRONE KEITH ARMSTRONG

VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

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

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

DATED this 27th day of November, 2020.

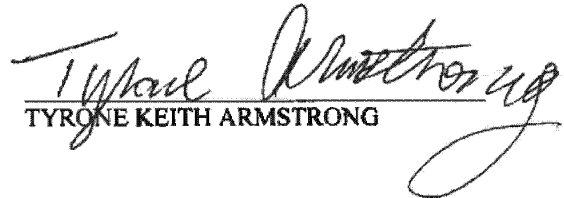

TYRONE KEITH ARMSTRONG

EXHIBIT 14

EXHIBIT 14

1 TYRONE KEITH ARMSTRONG
2 3713 Brentcove Drive
3 North Las Vegas, Nevada 89032
4 Telephone: (702) 491-8426
5 Email: performanceoneautomotive@gmail.com
6 *Plaintiff Pro Se*

7
8 **DISTRICT COURT**
9
10 **CLARK COUNTY, NEVADA**

11 TYRONE KEITH ARMSTRONG,) Case No: A-19-796941-C
12) Dept No: XVIII
13 Plaintiff,)
14)
15 vs.)
16)
17 U.S. BANK NATIONAL ASSOCIATION,)
18 as Trustee for Structured Asset Securities)
19 Corporation Mortgage Pass-Through)
20 Certificates, Series 2007-BC3; OCWEN)
21 LOAN SERVICING, LLC; PHH)
22 MORTGAGE CORPORATION;)
23 WESTERN PROGRESSIVE-NEVADA,)
24 INC.; and ROE BUSINESS ENTITIES)
25 1 through 20;)
26 Defendants.)
27)
28)

29
30 **PLAINTIFF'S DISCLOSURE OF DAMAGES AND**
31 **CONTINUING DUTY TO DISCLOSE DOCUMENTS**

32 Pursuant to Nevada Rules of Civil Procedure 16.1(a) and 26(e), the Plaintiff referenced in
33 the case caption above submits his claimed damages; as well as Plaintiff's duty to continually

34 ///

35 ///

36 ///

37 ///

disclose documents as they become available.

A. DAMAGES

Plaintiff's property contains 1,825 square feet of living space.¹ The monthly rental price median for Plaintiff's property, as reflected on www.realtor.com, is \$1,746.25 (median is based on homes with minimum 1800 and maximum 1899 square feet living space). As of the date BNC recorded its purported mortgage, January 25, 2007, until the filing date of the instant pleading, Plaintiff has been deprived of 161 months of rental income related to his claim of wrongful foreclosure. Plaintiff calculates lost rental damages at \$281,146.25, together with any further lost rental income that may accrue.²

Plaintiff's property has been encumbered with a false or void lien as it relates to his claims of quiet title/declaratory relief and has prevented him from either renting or selling the property for over 13 years. The remedy is an Order to remove Defendants' lien.

Plaintiff's calculates \$3,500.00 in special damages for the claim of slander of title, together with any further attorney's fees that may accrue via Plaintiff's unbundled counsel.

Plaintiff's damages related to claims of intentional infliction of emotional distress, fraud, special and punitive damages are to be determined by the Court or a jury.

DATED this 10th day of July, 2020.

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

¹ See Plaintiff's Exhibit "21".

² See Plaintiff's Exhibit "21".

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of July, 2020, I served a true and correct copy of the foregoing *Plaintiff's Disclosure of Damages and Continuing Duty to Disclose Documents* via the Court designated electronic service and/or U.S. Mail, first class postage prepaid, addressed to the following:

HOUSER, LLP
Jeffrey S. Allison, Esq.
6671 S. Las Vegas Boulevard
Las Vegas, Nevada 89119
Email: jallison@houser-law.com

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

FOX ROTHSCHILD, LLP
Kevin M. Sutehall
1980 Festival Plaza Drive Ste. 700
Las Vegas, Nevada 89135
Email: ksutehall@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 K. ARMSTRONG
3713 Brentcove Drive
North Las Vegas, Nevada 89032
(702) 491-8426
performanceoneautomotive@gmail.com
Plaintiff Pro Se

EXHIBIT 15

EXHIBIT 15

From: [Whitehead, Daniel - CHANDLER AZ](#)
To: [Whitney F. Digesti](#)
Cc: [Michelle C. Newman](#)
Subject: RE: Nevada Attorney General Request - Tyrone Armstrong Mortgage Issue [Sent To: daniel.whitehead@bankofamerica.com]
Date: Wednesday, September 9, 2020 3:43:47 PM

Ms. Digesti,

No, the client appears to have refinanced the loan with another lender. We sent the payoff demand to a title company on December 18, 2006.

The settlement document you shared from the client was from 2009 that the bank entered into with the DOJ regarding discrimination allegations from loans originated by Countrywide's Full Spectrum Lending unit. The loan we had for the client was originated by another lender and acquired by Countrywide after funding. The client would not have qualified for the terms of the settlement even if the loan was still active at the time the settlement was entered into since Countrywide did not originate the loan.

Additionally, I believe the settlement the client is inquiring on is the 2012 National Mortgage Settlement as that agreement had extinguishment provisions included with it. The client would not have qualified for that program given the mortgage we had for him was paid off years prior.

Thanks,

Daniel Whitehead

Senior Vice President

Regulatory Transformation & Support

Bank of America

T 602.464.1545 M 805.603.5769 F 866.873.9623

Please note my new email address: Daniel.whitehead@bofa.com

From: Whitney F. Digesti [mailto:WDigesti@ag.nv.gov]
Sent: Wednesday, September 09, 2020 3:01 PM
To: Whitehead, Daniel - CHANDLER AZ <daniel.whitehead@bofa.com>
Cc: Michelle C. Newman <MNewman@ag.nv.gov>
Subject: Re: Nevada Attorney General Request - Tyrone Armstrong Mortgage Issue [Sent To: daniel.whitehead@bankofamerica.com]

Hi Daniel,

Thank you for your email explaining that the formal response would take a little while and

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thank you for expediting the matter, if possible. Quick follow up question - from your initial review, can you ascertain whether the pay off of the loan had anything to do with the Countrywide Consent Judgment or simply paid in full by the client? Please let me know.

Thank you,

Whitney F. Digesti
Deputy Attorney General
Office of the Attorney General
Bureau of Consumer Protection
100 N. Carson Street
Carson City, Nevada 89701
775-684-1169
wdigesti@ag.nv.gov

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From: Whitehead, Daniel - CHANDLER AZ <daniel.whitehead@bofa.com>
Sent: Wednesday, September 9, 2020 7:45 AM
To: Whitney F. Digesti <WDigesti@ag.nv.gov>; PO Escalation <po.escalation@bofa.com>
Cc: Michelle C. Newman <MNewman@ag.nv.gov>
Subject: RE: Nevada Attorney General Request - Tyrone Armstrong Mortgage Issue [Sent To: daniel.whitehead@bankofamerica.com]

Ms. Digesti,

Good morning. I will have this matter assigned to a representative to issue a formal response back to your office. However, from my review of the loan in question, it was paid full by the client on January 25, 2007. Countrywide issued a release of lien that was sent to the county recorder in January 2007, but it's possible the document was rejected by the county.

If you have additional questions, I can be reached at 602-464-1545.

Thank you,

Daniel Whitehead
Senior Vice President
Regulatory Transformation & Support

NVAGO 000090
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Bank of America
T 602.464.1545 M 805.603.5769 F 866.873.9623
Please note my new email address: Daniel.whitehead@bofa.com

From: Whitney F. Digesti [<mailto:WDigesti@ag.nv.gov>]
Sent: Tuesday, September 08, 2020 4:55 PM
To: Whitehead, Daniel - CHANDLER AZ <daniel.whitehead@bofa.com>; PO Escalation <po.escalation@bofa.com>
Cc: Michelle C. Newman <MNewman@ag.nv.gov>
Subject: Nevada Attorney General Request - Tyrone Armstrong Mortgage Issue [Sent To: daniel.whitehead@bankofamerica.com]

Good afternoon,

Our Office received a request from a Nevada consumer asking the Attorney General's Office to assist him in connecting the dots between the Countrywide consent judgment and the consumer's specific Bank of America mortgage. The consumer provided us with the lien satisfaction documents that were provided him (attached). It is our understanding that he wants to make sure the lien was in fact satisfied and the release was a direct result of the settlement. At first glance, it appears that Bank of America was the servicer during all pertinent times in this situation. As such, we believe contacting you directly is the best way to get this information for this consumer.

Can you please provide us with any information that can assist this person with his request? It may be easier to discuss this more on the phone. I am currently working from home and can be reached on my cell at (775) 682-1445. I will also try calling the phone numbers our Office has in our Bank of America escalation file.

Thank you for any help you can provide us. I look forward to hearing from you soon.

Whitney F. Digesti
Deputy Attorney General
Office of the Attorney General
Bureau of Consumer Protection
100 N. Carson Street
Carson City, Nevada 89701
775-682-1169

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wdigesti@ag.nv.gov

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EXHIBIT 16

EXHIBIT 16

From: [Michelle C. Newman](#)
To: [Ernest D. Figueroa](#); [Whitney F. Digesti](#)
Cc: [Mark J. Krueger](#)
Subject: RE: Business Court Case No: 09A583442
Date: Friday, August 7, 2020 2:18:22 PM

Yes, we will.

Sincerely,

Michelle C. Newman
Deputy Attorney General
Office of the Nevada Attorney General
Bureau of Consumer Protection
100 North Carson Street
Carson City, NV 89701-4717
Telephone: (775) 684-1164
MNewman@ag.nv.gov

From: Ernest D. Figueroa <EFigueroa@ag.nv.gov>
Sent: Friday, August 7, 2020 2:17 PM
To: Whitney F. Digesti <WDigesti@ag.nv.gov>; Michelle C. Newman <MNewman@ag.nv.gov>
Cc: Mark J. Krueger <MKrueger@ag.nv.gov>
Subject: Fw: Business Court Case No: 09A583442

Looks like the house was paid off. I am not sure what this wants. Whitney and/or Michelle can you reach out to him and get some more info.

Thanks

From: Tyrone Armstrong <performanceoneautomotive@gmail.com>
Sent: Friday, August 7, 2020 2:11 PM
To: Ernest D. Figueroa
Subject: Business Court Case No: 09A583442

Mr. Figueroa,

My name is Tyrone Armstrong, homeowner of the property located at:

3713 Brentcove Drive
North Las Vegas, Nevada 89032.

Attached is a consent judgment from a case you previously worked on styled *State of Nevada*

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v. Countrywide Financial Corporation.

This consent judgment was sent on my behalf to the successor of my mortgage, Bank of America. As a result, I received the original note and deed of trust stamped "paid in full" (attached). It was further supported by a Reconveyance of Deed filed in public records (attached).

I was hoping you could help me connect the dots between the consent judgment and my specific mortgage loan with [Bank of America]. Particularly, how I can identify my property as being subject to the consent judgment. I am a disabled senior citizen and would much appreciate your feedback on this matter.

Sincerely,
Tyrone K. Armstrong
3713 Brentcove Drive
N.Las Vegas, NV 89032
Email: performanceoneautomotive@gmail.com

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EXHIBIT 17

EXHIBIT 17



STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
BUREAU OF CONSUMER PROTECTION

8945 W. Russell Road, Suite 204
Las Vegas, Nevada 89148

AARON D. FORD
Attorney General

ERNEST D. FIGUEROA
*Consumer Advocate
Chief Deputy Attorney General*

January 27, 2020

VIA EMAIL: ksutehall@foxrothschild.com

Kevin M. Sutehall
Fox Rothschild LLP
1980 Festival Drive, Ste. 700
Las Vegas, NV 89135

**Re: Tyrone Keith Armstrong v. U.S. Bank Association as Trustee, et al.,
Case No. A-19-796941-C, Subpoena Duces Tecum**

Dear Mr. Sutehall:

Pursuant to our recent telephone conversation regarding the above referenced subpoena, received on January 12, 2021, please find enclosed the following documents in this Office's possession that are responsive to the subpoena:

1. 2009 Countrywide Financial Corporation Consent Judgment – Bates Stamp NV AGO 000001 – 000028;
2. October 26, 2016 Bank of America Letter – Bates Stamp NV AGO 000029;
3. Certified copy of Deed of Trust marked Paid In Full – Bates Stamp NV AGO 000030 – 000045;
4. Adjustable Rate Note marked Paid In Full – Bates Stamp NV AGO 000046 – 000051;
5. January 19, 2019 Recorded Substitution of Trustee and Full Reconveyance – Bates Stamp NV AGO 000052 – 000053;
6. Various emails between the Nevada Attorney General's Bureau of Consumer Protection and Tyrone Armstrong, re: Mortgage Question – Bates Stamp NV AGO 000054 – 000093;
7. Subpoena Duces Tecum received January 12, 2020 – Bates Stamp NV AGO 000055 – 000103.

Web: ag.nv.gov • E-mail: aginfo@ag.nv.gov
Twitter: @NevadaAG • Facebook: /NVAttorneyGeneral • YouTube: /NevadaAG

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VIA EMAIL: ksutehall@foxrothschild.com

Kevin M. Sutehall

January 27, 2021

Page 2

Please do not hesitate to contact me if you have any questions or need additional information.

Sincerely,

AARON D. FORD

Attorney General

ERNEST D. FIGUEROA

Consumer Advocate

By: /S/ Sheri Ann Forbes
SHERI ANN FORBES
Senior Deputy Attorney General
702-486-3085
sforbes@ag.nv.gov

SAF/dp
Enclosures

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CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

NOW COMES Dorianne Potnar, first being duly sworn, deposes and says:

1. That the deponent is a Supervising Legal Secretary with the Attorney General's Bureau of Consumer Protection, and in such capacity is a custodian of the records of the office.

2. That the office is a government agency of the State of Nevada.

3. That on the 12th day of January, 2021, the office was served with a subpoena in connection with a civil action entitled Tyrone Keith Armstrong v. U.S. Bank Association as Trustee, et al., calling for the production of records pertaining to Tyrone Keith Armstrong.

4. That the deponent has examined the original of those records and has made a true and exact copy of them and that the reproduction of them attached hereto is true and complete.

5. That the original of those records was made at or near the time of the act, event, condition or opinion recited therein by or from information transmitted by a person with knowledge, in the course of a regularly conducted activity of the deponent or the office or company in which the deponent is engaged.

Dorianne Potnar
CUSTODIAN OF RECORDS

STATE OF NEVADA
COUNTY OF CLARK
SUBSCRIBED and SWORN TO before me
by Cheryl S. Harris
this 27th day of January, 2021
Cheryl S. Harris
NOTARY PUBLIC, in and for said
County and State

