

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 7 – (R 001464-R 001708)**

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

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DATED this 28<sup>th</sup> day of March, 2022.

**FOX ROTHSCHILD LLP**

/s/ Kevin M. Sutehall

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## **CERTIFICATE OF SERVICE**

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

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

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

**BY THE COURT'S ELECTRONIC FILING SYSTEM:**

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

**BY ELECTRONIC TRANSMISSION:**

Tyrone Keith Armstrong  
performanceautomotive@gmail.com

DATED this 28<sup>th</sup> day of March, 2022.

/s/ Kevin M. Sutehall  
\_\_\_\_\_  
Kevin M. Sutehall



**Allison Decl.**

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1. I am an attorney at law duly licensed to practice before the above-entitled court, and am an attorney with the law firm of Houser LLP as counsel for Defendants PHH MORTGAGE CORPORATION; PHH MORTGAGE CORPORATION, successor to OCWEN LOAN SERVICING, LLC ("Ocwen"), erroneously named, and collectively referred to as "PHH" or "Defendants." I have personal knowledge of the facts set forth herein, and if called as a witness I could competently testify thereto.

3. Judicial notice of this public court record is also respectfully requested pursuant to NRS §§ 47.130 and 47.150. I compared the Order with the sources and records referenced. I do not have a reason to doubt its authenticity.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct and that this declaration was executed this 3<sup>rd</sup> day of June, 2021 at Irvine, California.

/s/ Jeffrey S. Allison  
Jeffrey S. Allison, Esq.

# **EXHIBIT “19”**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Dated: January 21, 2020  
New York, New York

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

**Apr. 8<sup>th</sup> Raleigh Decl.**

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1 PHH as servicer for and on behalf of U.S. Bank as Trustee. A true and correct copy of this  
2 executed and endorsed Note as received and held is attached hereto as **Exhibit "1."**

3 4. The Loan is secured against the real property located at 3713 Brentcove Drive,  
4 North Las Vegas, Nevada 89032 ("Property") by a Deed of Trust dated January 18, 2007  
5 initialed on each page bearing the executed and notarized signature of Armstrong, with Riders  
6 thereto each also bearing an executed signature of Armstrong. The executed and notarized Deed  
7 of Trust with Riders was recorded in the official records of the Clark County Recorder on  
8 January 25, 2007 as Instrument No. 20070125-0003978 ("Deed of Trust"). The original  
9 beneficiary nominated for BNC in Section E of the Deed of Trust was Mortgage Electronic  
10 Registration Systems, Inc. ("MERS"). A true and correct copy of the Deed of Trust and Riders  
11 recorded and received is attached hereto as **Exhibit "2."**

12 5. On or about April 26, 2010, the Loan assigned from MERS to U.S. Bank as  
13 Trustee. An Assignment was recorded with the Clark County Recorder on May 6, 2010 as  
14 Instrument No. 20100506-0002258. Another Assignment from MERS to U.S. Bank as Trustee  
15 was recorded with the Clark County Recorder on April 6, 2015 as Instrument No. 20160406-  
16 0000759. The purpose of this recorded Assignment was to update and correct the names of the  
17 prior Assignment. True and correct copies of these recorded Assignments are attached  
18 collectively hereto as **Exhibit "3."**

19 6. The servicing of the Loan was transferred from the lender and original servicer  
20 BNC to Chase Home Finance LLC ("Chase") effected March 1, 2007. A true and correct copy  
21 of the notice of servicing transfer as received and bearing Armstrong's signature is attached  
22 hereto as **Exhibit "4."** The servicing of the Loan was then transferred from Chase to Ocwen  
23 Loan Servicing, LLC ("Ocwen") effective April 1, 2012. A true and correct copy of the notice  
24 of service transfer is attached hereto as **Exhibit "5."** The servicing of the Loan was  
25 subsequently transferred from Ocwen to PHH effective April 1, 2019. A true and correct copy  
26 of the notice of service transfer is attached hereto as **Exhibit "6."**

27 7. PHH's servicing records include copies received of the executed disclosures  
28 during the origination of the Loan with lender BNC. These included (1) an executed Customer

1 Identification Form dated January 18, 2007 bearing two signatures of Armstrong and a signature  
2 of the Closing Agent verifying the personal identification of Armstrong with a copy of his  
3 Driver's License; (2) an executed Signature Affidavit and AKA Statement bearing three  
4 signatures of Armstrong and notarized on January 18, 2007; (3) an executed Borrower's  
5 Certification & Authorization bearing the signature of Armstrong; (4) an executed Important  
6 Notice of Loan Terms bearing the signature of Armstrong dated January 18, 2007; (5) an  
7 executed Applicant Acknowledgments bearing the signature of Armstrong dated January 18,  
8 2007; (6) an executed Disclosure Notices and Affidavit of Occupancy bearing three signatures  
9 of Armstrong; (7) an executed Loan Servicing Disclosure Statement bearing the signature of  
10 Armstrong dated January 18, 2007; (8) an executed Appraisal Notice bearing the signature of  
11 Armstrong; (9) an executed Important Application bearing the signature of Armstrong dated  
12 January 18, 2007; (10) an executed Equal Opportunity Act bearing the signature of Armstrong  
13 dated November 20, 2006; (11) an executed Patriot Act Information Disclosure bearing the  
14 signature of Armstrong dated November 20, 2006; (12) an executed Privacy Policy Disclosure  
15 bearing the signature of Armstrong dated November 20, 2006; (13) an executed Notice to  
16 Applicant of Right to Receive Appraisal Report bearing the signature of Armstrong dated  
17 November 20, 2006; (14) an executed Occupancy Affidavit bearing the signature of Armstrong  
18 dated January 18, 2007; (15) an executed Specific Closing Instructions bearing the signature of  
19 Armstrong dated January 18, 200 and two signatures of the Settlement Agent also dated January  
20 18, 2007; (16) an executed Tax Information Authorization bearing the signature and written  
21 name of Armstrong; (17) an executed Truth-In-Lending Disclosure Statement bearing the  
22 signature of Armstrong dated January 18, 2007; and (18) a Settlement Statement commonly  
23 known as a HUD-1 which included entry 104 as a payoff of \$225,101.27 for what I understand  
24 was Armstrong's loan secured by a prior deed of trust in 2004 then held or serviced by  
25 Countrywide Home Loans, Inc. True and correct copies of these Loan disclosures as received  
26 are attached hereto collectively as **Exhibit "7."**

27 8. Accordingly, after assignment and service transfer, PHH on behalf of the  
28 beneficiary U.S. Bank as Trustee had no reason to doubt the executed disclosures or the Loan

1 which similarly bore the notarized and verified signatures of Armstrong. A review of the  
2 information upon assignment and service transfer reflects the Loan was executed, the principal  
3 funds borrowed and disbursed, and that the Loan balance remains at all times to date. In that  
4 neither the prior servicer Ocwen, PHH, nor the assignee U.S. Bank as Trustee were the lender or  
5 parties to the origination of the prior deed of trust securing the BNC Loan in 2007, they  
6 understandably would not possess or cannot locate any origination checks or wire transfers for  
7 the principal loan funds disbursed or reflected on the HUD-1 Settlement Statement. This is not  
8 uncommon or applicable particularly to a subsequent assignee or servicer three times removed  
9 from the Loan origination years earlier, such as PHH's servicing of the Loan here. I do not see a  
10 basis for Armstrong's suggestion that any inability of U.S. Bank as Trustee or PHH to produce  
11 copies of checks or wires from the BNC Loan originated years earlier in 2007, would somehow  
12 result in the Loan not supported by consideration. Again, the records and information confirms  
13 the principal funds were borrowed, disbursed, and the Loan remains due.

14 9. The records include a Mediator's Statement which I understand is issued upon  
15 the completion of a foreclosure mediation elected by the borrower after a recorded notice of  
16 default. I further understand the general purpose the mediation is to pursue ways to possibly  
17 avoid foreclosure, such as a loan modification. The Statement is signed by Armstrong for his  
18 foreclosure mediation elected after a recorded notice of default and completed on October 22,  
19 2010. Based on Exhibit 4 referenced above, Chase would have been the Loan servicer at the  
20 time. The Statement does not indicate any dispute by Armstrong regarding the origination or  
21 signing of the Loan. On the contrary, it states on the last page before the signatures that,  
22 "Borrower agrees to submit all information requested in "Homeowner's Information Packet"  
23 supplied by lender within 10 days or November 3. Lender agrees to review for a loan  
24 modification and provide response within 30 days or Nov. 23. A true and correct copy of the  
25 Mediator Statement as received is attached as Exhibit "8"

26 10. Attached hereto as Exhibit "9," is a true and correct copy of a letter by Ocwen  
27 dated February 7, 2014 responding to servicing issues raised by Armstrong. The letter is  
28 included in PHH's servicing records.

1           11. Attached hereto collectively as **Exhibit "10,"** are true and correct copies of  
2 Ocwen's loan transaction history from April 2, 2012 and PHH's account history to July 9, 2019.  
3 Adjustments and escrow advances for property taxes and insurance are reflected. The Loan was  
4 in default upon transfer of the servicing.

5           12. Attached hereto as **Exhibit "11,"** is a true and correct copy of the prior deed of  
6 trust securing Armstrong's a loan in the original principal amount of \$224,000.00 in favor of the  
7 lender New Century Mortgage Corporation recorded on December 29, 2004. The servicing  
8 records reflect that upon foreclosure review in or about 2015, Ocwen discovered that this deed  
9 of trust still lingered on record even though that loan had apparently been paid off with the Loan  
10 in 2007.

11           13. I understand that a precautionary title insurance claim was submitted by a vendor  
12 of Ocwen as servicer on or about July 21, 2015 regarding the prior deed of trust. A true and  
13 correct copy of the two page title claim letter and form as received is attached hereto collectively  
14 as **Exhibit "12."** I further understand the title insurance company provided its coverage  
15 response agreeing to insure around for purposes of foreclosure and if applicable provide any  
16 further action regarding the prior deed of trust. Attached as **Exhibit "13"** is the title insurance  
17 company's response dated July 28, 2015 which I believe was produced in this action. I do not  
18 see requests by Ocwen directly to the successor or servicer of the prior deed of trust.

19           14. Attached hereto as **Exhibit "14,"** is a true and correct copy of a Certificate  
20 regarding the foreclosure mediation program recorded with the Clark County Recorder on  
21 September 14, 2015 as Instrument No. 20150914-0000173. The recorded Certificate states, "The  
22 beneficiary may proceed with the foreclosure process."

23           15. Attached hereto as **Exhibit "15,"** is a true and correct copy of a letter by Ocwen  
24 as the servicer dated November 29, 2016 responding to a request by Armstrong for a loan  
25 transaction history. The letter is included in PHH's servicing records.

26           16. Attached hereto as **Exhibit "16,"** is a true and correct copy of a Substitution of  
27 Trustee and Full Reconveyance of the prior deed of trust in favor of New Century ultimately  
28 recorded by a trustee on behalf of what I understand to be the successor for the prior deed of

1 trust, Countrywide Home Loans, Inc. This is also the entity of the payoff identified on the 2007  
2 HUD-1 Settlement Stated referenced above and included in Exhibit "7."

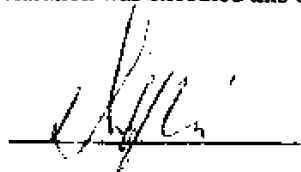
3 17. My review reflects Ocwen on behalf of U.S. Bank as Trustee caused a notice of  
4 trustee's sale to be recorded on November 25, 2015. It appears however the foreclosure was not  
5 completed and a notice of rescission was recorded on January 18, 2018 for various unrelated  
6 reasons. My review further reflects that Ocwen on behalf of U.S. Bank as Trustee caused a new  
7 foreclosure proceeding to be commenced shortly thereafter with a notice of default recorded on  
8 May 31, 2018 followed by a notice of trustee's sale on June 13, 2019. A true and correct copy  
9 of a print-out from the Clark County Recorder's Office regarding the recorded instruments  
10 reflected in the declaration is attached hereto as **Exhibit "17."** Armstrong then apparently filed  
11 this lawsuit on or about June 19, 2019 before the foreclosure process could be completed. As a  
12 result, litigation flags were raised on the Loan account and there has been no completed  
13 foreclosure to date. True and correct portions of Armstrong's Complaint and lis pendens bearing  
14 filing stamps as of June 19, 2019 are attached collectively hereto as **Exhibit "18."**

15 18. Armstrong has not paid or tendered repayment to PHH of any amounts owed and  
16 due on the Loan either prior to this action or to date. The Loan is presently due for the May 1,  
17 2009 monthly installments forward and a total debt balance outstanding which includes  
18 \$234,449.08 in principal. There has been no foreclosure sale. PHH as the subsequent servicer  
19 continues to make advances and carry the Loan debt for the assignee U.S. Bank as Trustee to its  
20 ongoing prejudice.

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1 I declare under penalty of perjury under the laws of the State of Nevada that the  
2 foregoing is true and correct and that this declaration was executed this 8 day of April 2021 at  
3 Mesquite, Texas.

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6 Name: Derrick Raleigh  
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# **EXHIBIT “1”**

Loan No: LAS011562

## 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. \$ 1,492.45. 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

326N 102101

Form 8820 1/01

VMP MORTGAGE FORMS - (800) 821-7289

Page 1 of 4

Initials: TA

PHH23

#### 4. 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 that is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Four And 950/1000 percentage points ( 4.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

##### (D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 9.400 % or less than 6.400 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point(s) ( 1.000 %) 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 question I may have regarding the notice.

#### 5. BORROWER'S RIGHT TO PREPAY \*\* See attached Prepayment Addendum.

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 this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. 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: (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 me that 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.

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Form 3820 1/01  
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## 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 15 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 % of my overdue payment of principal and interest. 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 that 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 mailed to me or delivered by other means.

### (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 amounts 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. "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. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. 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 that might result if I do not keep the promises that I make in this 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 read as follows:

LAS011562

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Form 3839 1/01  
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**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 as 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

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(Seal)  
-Borrower

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(Seal)  
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(Seal)  
-Borrower

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(Seal)  
-Borrower

(Sign Original Only)

APPLICATION NUMBER: LAS011562  
BORROWERS NAME: TYRONE K. ARMSTRONG  
BORROWERS ADDRESS: 3713 BRENTCOVE DR  
NORTH LAS VEGAS, NV 89032

**ALLONGE TO NOTE**

PAY TO THE ORDER OF:

\_\_\_\_\_  
WITHOUT RECOURSE **BNC MORTGAGE, INC.**

\_\_\_\_\_  
BRIAN ROSS  
VICE PRESIDENT  
✓

PHH27

**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.: LAS011561

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 89011** (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 rate 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 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, 2007, 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 501585, San Diego, CA 92158-1580, 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 sixth 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) Calculations of Changes.**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Four And 5/8 of 1 percent (4.625%) 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 Note New Addendum

Page 1 of 3

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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 9.100 % or less than 4.400 %. 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 4.400 %.

**(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.

11. 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.

Tyhone K. Armstrong  
TYHON 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.

Tyhone K. Armstrong  
TYHON K. ARMSTRONG

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

# **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.

*Tyrone K. Armstrong*  
Borrower  
**TYRONE K. ARMSTRONG**

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

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Borrower

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Borrower

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Borrower

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Borrower

\_\_\_\_\_  
Borrower

# **EXHIBIT “2”**

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

P.O. BOX 19886  
IRVINE, CA 92623-9886

Prepared By:

Recording Requested By:  
National Alliance Title

20070125-0003978

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

01/25/2007 14:00:21  
120070014406

Requester:  
NATIONAL ALLIANCE TITLE

Debbie Conway KIC  
Clark County Recorder Per 23

Loan No.: LAS011562

(Space Above This Line For Recording Data)

21008213 915TP

## DEED OF TRUST

MIN 100122200003010717

### 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 STONE S. 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

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VMP Mortgage Solutions (800)531-7291

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

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

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

(F) "Note" means the promissory note signed by Borrower and dated January 18, 2007

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

Dollars

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HERETO AS EXHIBIT A.

Parcel ID Number:  
3713 BRENTCOVE DR  
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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives

Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the



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

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

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification or 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

Initials: TA LAB011562

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. \$



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:

\_\_\_\_\_  
TERONE K. ARMSTRONG (Seal)  
-Borrower

\_\_\_\_\_  
\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

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(Seal)  
-Borrower

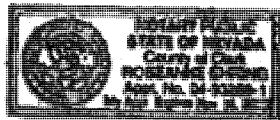
\_\_\_\_\_  
(Seal)  
-Borrower

STATE OF NEVADA  
COUNTY OF Clark

This instrument was acknowledged before me on January 18, 2007 by  
TYRONE K. ARMSTRONG

*[Signature of Tyrone K. Armstrong]*

Mail Tax Statements To:  
TYRONE K. ARMSTRONG  
3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032



6A(NV) (0307)

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Initials: TH

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Form 3029 1/01

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**EXHIBIT "A"**

The land referred to in this Commitment is situated in the County of Clark, State of Nevada and is described as follows:

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

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## PLANNED UNIT DEVELOPMENT RIDER

Loan Number LAS011561

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16th 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 3 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.

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 "Condominium Documents" if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

  
\_\_\_\_\_  
TYRONE K. ARMSTRONG (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

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(Seal)  
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(Seal)  
Borrower

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(Seal)  
Borrower

PLANNED UNIT DEVELOPMENT RIDER Page 2 of 2

LAS011562

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Loan No.: LAS011562

**ADJUSTABLE RATE RIDER  
WITH INTEREST ONLY PAYMENT PERIOD**

This Adjustable Rate Rider with Interest Only Payment Period is made this  
19th 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:

1. 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

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Borrower Initials

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LAS011562

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**(B) Amount of My Interest Only Payments.**

The first twenty-four (24) monthly payments will be in the amount of U.S. \$ 1,264.80, which equals one twelfth 1/12 of the amount of yearly interest due on the principal at the initial rate. These payments are called "Interest Only Payments."

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

**(C) Monthly Payment Changes.**

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

**2. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates.**

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

**(B) The Index.**

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

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

**(C) Calculation of Changes.**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Four And 950/1000 percentage points ( 4.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

**(D) Limits on Interest Rate Changes.**

The interest rate I am required to pay at the first Change Date will not be greater than 9.400 % or less than 6.400 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 00/100 percentage point(s) ( 1.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 13.400 % or less than 6.400 %.

**(E) Effective Date of Changes.**

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

(F) Notice of Changes

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

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

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

<u>Tyrone K. Armstrong</u> (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 make my minimum payment, my principal balance will not be reduced.

<u>Tyrone K. Armstrong</u> (Seal)	_____ (Seal)
TYRONE K. ARMSTRONG	
_____ (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)
_____ (Seal)	_____ (Seal)



RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

BNC MORTGAGE, INC.  
P.O. BOX 19636  
IRVINE, CALIFORNIA 92613-9636

(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.

Tyrone K. Armstrong  
Borrower  
TYRONE K. ARMSTRONG

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
(Space below this line for Acknowledgment)

LAS011562

2000

PHH54

# **EXHIBIT “3”**

Requested and Prepared by:  
The Cooper Castle Law Firm  
First American Title  
When Recorded Mail To:  
Chase Home Finance LLC  
10790 Rancho Bernardo Road  
San Diego CA 92127

139-09-217-099

A.P.N.: 139-09-217-099  
Loan No.: 24163032  
TS NO: 10-04-4630-NV

4430221-AS ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to: U.S. Bank National Association, as Trustee of the Structured Asset Securities Corporation Mortgage Loan Trust, Mortgage Pass-Through Certificate, Series 2007-BC3 all beneficial interest under that certain Deed of Trust dated: January 18, 2007 executed by Tyrone Armstrong, as Trustor(s), Service Company as Trustee, and recorded as Instrument No. 20070125 Book No. 0003978 on January 25, 2007 of Official Records, in the office of the County Recorder of Clark County, Nevada together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: April 16, 2010

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. (MERS) BY THE COOPER  
CASTLE LAW FIRM, LLP AS ITS ATTORNEY IN  
FACT

Michael W. Chen, Esq., Managing Partner

Acknowledgement.  
State of Nevada  
County of Clark

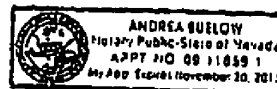
On April 26, 2010 before me, Andrea Duielow, personally appeared Michael W. Chen, who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Tyrone Armstrong / 10-04-4630-NV



Inst #: 201005060002258

Fee: \$14.00

NC Fee: \$0.00

05/04/2010 11:20:08 AM

Receipt #: 140828

Requestor:

FIRST AMERICAN TITLE NOTS

Recorded By: OBA Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's/Tax ID No. 13909217099

Recording Requested By:  
OCWEN LOAN SERVICING, LLC

When Recorded Return To:  
OCWEN LOAN SERVICING, LLC  
240 TECHNOLOGY DRIVE  
IDAHO FALLS, ID 83401

Inet #: 20150408-0000759

Fee: \$19.00

N/C Fee: \$0.00

04/08/2015 08:05:57 AM

Receipt #: 2374405

Requestor:  
SECURITY CONNECTIONS INC

Recorded By: ECM Page: 3

DEBBIE CONWAY  
CLARK COUNTY RECORDER

**CORPORATE ASSIGNMENT OF DEED OF TRUST**

Clark, Nevada  
SELLER'S SERVICING #: 7100758254 "ARMSTRONG"  
SELLER'S LENDER ID#: DCR SCI  
OLD SERVICING #: 24165052

MIN #: 100122200003018717 SIS #: 1-888-679-6377

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED  
FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY  
PERSON.

Date of Assignment: March 24th, 2015

Assignor: Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for BNC  
Mortgage, Inc., a Delaware Corporation, its successors and/or assigns at PO BOX 2026 FLINT MI  
48501, 1901 E VOORHEES ST, STE C, DANVILLE, IL 61834

Assignee: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED  
ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES,  
SERIES 2007-BCJ at C/O OCWEN LOAN SERVICING, LLC., 1661 WORTHINGTON ROAD,  
STE 100, WEST PALM BEACH, FL 33409

Executed By: TYRONE K. ARMSTRONG, A SINGLE MAN. To: MORTGAGE  
ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), SOLELY AS NOMINEE FOR  
BNC MORTGAGE, INC., ITS SUCCESSORS AND/OR ASSIGNS

Date of Deed of Trust: 01/18/2007 Recorded: 01/25/2007 in Book: 20070125 Page: NA as  
Instrument No.: 0003978 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 13909217099

Property Address: 3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032

Legal: NA

THE PURPOSE OF THIS CORRECTIVE ASSIGNMENT OF DEED OF TRUST IS TO  
CORRECT THE ASSIGNOR, ASSIGNEE & BORROWER NAME ON THE ASSIGNMENT

"UT\*UTGMAC\*03/24/2015 12:38 15 PM\* GMAC40GMACA000000000000004484566"  
NVCLARK\* NVCLARK\_TRUST\_ASSIGN\_ASSN \* KS\*KS1GMAC"

PHH57

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 3

RECORDED ON MAY 06, 2010 IN INSTRUMENT NUMBER 201005060002258

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$237,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for BNC Mortgage, Inc., a Delaware Corporation, its successors and/or assigns

On MAR 25 2008

By   
MARY KAMMERER, Assistant  
Secretary

\*UT\*UTGMAC\*03/24/2015 12:38:15 PM\* GMAC40GMACA000000000000004484568\*  
NVCLARK\* NVCLARK\_TRUST\_ASSIGN\_ASSN \* KS\*KS1GMAC\*

PHH58

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 3 of 3

STATE OF Idaho  
COUNTY OF Blaine

On MAR 25 2014, before me, Karen Smith, a Notary Public in and for Blaine in the State of Idaho, personally appeared MARY KAMMERYER, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Karen Smith  
Karen Smith  
Notary Expires 6/10/17



(This area for notarial seal)

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

\*UT\*UTGMAC\*03/24/2015 12:36:15 PM\* GMAC40GMACA000000000000004484568\*  
NVCLARK\* NVCLARK\_TRUST\_ASSIGN\_ASSN \* KS\*KS1GMAC\*

PHH59

# **EXHIBIT “4”**



NOTICE OF ASSIGNMENT, SALE OR TRANSFER  
OF SERVICING RIGHTS

Loan Number LA3011567

You are hereby notified\* that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from BNC Mortgage, Inc.

to CHASE HOME FINANCE LLC

, effective March 1, 2007

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instrument, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before this effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. In this case, the present servicer and the new servicer have combined all necessary information in this one notice.

Your present servicer is BNC MORTGAGE, INC., A DELAWARE CORPORATION

If you have any questions relating to the transfer of servicing from your present servicer call our servicing department at (800) 387-0371 - between 8:30 a.m. and 5:30 p.m. Pacific Standard Time on the following days: Monday through Friday. This is a toll-free number.

Your new servicer will be CHASE HOME FINANCE LLC

The business address for your new servicer is: 10790 Rancho Bernardo Road, San Diego, CA 92116

The toll-free or collect call telephone number of your new servicer is 1(800)343-7913

If you have any questions relating to the transfer of servicing to your new servicer call CHASE HOME FINANCE LLC ATTN: CUSTOMER CARE DEPARTMENT 310 at 1(800)343-7913 between 8:00 a.m. and 8:00 p.m. Eastern Standard Time on the following days: Monday through Friday.

The date that your present servicer will stop accepting payments from you is March 1, 2007

The date that your new servicer will start accepting payments from you is March 1, 2007

You should also be aware of the following information, which is set out in more detail in Section 6 of RESPA (12 U.S.C. §2605).

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. §2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 30 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reason for the request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day, excluding legal public holidays (State or Federal), Saturday and Sunday.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

BORROWER ACKNOWLEDGEMENT

I/We have read this disclosure form, and understand its contents, as evidenced by my/our loan signature(s) below.

TYRONE K. ARMSTRONG Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\* This notification is a requirement of Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. §2605).

# **EXHIBIT “5”**



[www.ocwen.com](http://www.ocwen.com)

April 10, 2012

Tyrone Armstrong  
3713 BRENTCOVE DR  
NORTH LAS VEGAS, NV 89032

**NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS**

OCWEN LOAN #: 7100758254  
PROPERTY ADDRESS: 3713 BRENTCOVE DR  
NORTH LAS V, NV 89032

Dear Borrower(s):

Ocwen Loan Servicing, LLC ("Ocwen") would like to welcome you as a new customer. In accordance with Section 6 of the Real Estate Settlement Procedures Act ("RESPA") (12 U.S.C. Section 2605) we are informing you that effective April 1, 2012, the servicing of your mortgage loan, that is the right to collect payments from you, will be assigned, sold and/or transferred from JPMorgan Chase Bank, N.A. to Ocwen. Except in limited circumstances, the law requires that your new Servicer must send you notice no later than 15 days after this effective date. The assignment, sale, or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Your present Servicer is JPMorgan Chase Bank, N.A. If you have questions relating to the transfer of servicing from your present Servicer please call JPMorgan Chase Bank, N.A. Customer Care Center, Monday through Friday, between 8:00 am and 5:00 pm EST at 1-800-848-9136. This is a toll-free telephone number.

Your new Servicer will be Ocwen. The business address for your new Servicer is set forth in the paragraph below. The toll-free telephone number for your new Servicer is (800)746-2936. If you have any questions, please contact Ocwen's Customer Care Center, Monday through Friday between 8:00 am ET to 9:00 pm ET, Saturday 8:00 am ET to 5:00 pm ET or Sunday Noon ET till 9:00 pm ET. Information concerning Ocwen and your mortgage loan may also be found online at [www.ocwen.com](http://www.ocwen.com).

Effective April 1, 2012 please direct your monthly mortgage payments to your new Servicer, Ocwen. JPMorgan Chase Bank, N.A. will stop accepting payments from you on March 31, 2012. Please send all payments due on or after that date to Ocwen at the payment address indicated below. If you use a Bill Pay Service, you will also need to inform them of this new payment address.

For Western Union Quick Collect users, you can find the location nearest to you by calling 1-800-238-5772 or visiting [www.westernunion.com](http://www.westernunion.com) and clicking on "Find a Location". At the location, please pay to name "OCWEN" and provide the loan number.

**PAYMENTS**  
Ocwen Loan Servicing, LLC  
P.O. Box 6440  
Carol Stream, IL 60197-6440

**CORRESPONDENCE**  
Ocwen Loan Servicing, LLC  
Attn: Customer Care Center  
P.O. Box 24738  
West Palm Beach, FL 33416-4738

Please note that payments sent to any other location will cause a delay in posting. Payments and correspondence sent to Ocwen should include your new Ocwen Loan Number, as shown above. For your convenience, we have included a temporary payment coupon on the other side of this letter.

Additionally, it is important to contact your insurance agency to ensure that (i) Ocwen receives proof of hazard insurance (with flood and/or windstorm coverage, as applicable) on your property and (ii) Ocwen is named as the beneficiary in the Mortgagee Clause of your policy. If your mortgage payment includes escrow for taxes or insurance, please take the necessary steps to have all future bills forwarded to

**INSURANCE**  
Ocwen Loan Servicing, LLC  
ISAOA  
P. O. Box 6723  
Springfield, OH 45501-6723

**PROPERTY TAXES**  
Ocwen Loan Servicing, LLC  
Attn: Tax Department  
P.O. Box 24666  
West Palm Beach, FL 33416-4666  
Phone: (800)746-2936

You may also forward evidence of insurance or insurance bills via fax or e-mail to Ocwen

Toll Free Fax: (888)882-1816

E-mail: [updateinsuranceinfo@ocwen.com](mailto:updateinsuranceinfo@ocwen.com)

Should you have questions about your insurance, please feel free to call our Insurance Center toll-free at (866) 825-9265.

Ocwen Loan Servicing, LLC is a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

PHH62



www.ocwen.com

The transfer of servicing rights may affect the terms of, or the continued availability of mortgage life, disability insurance, or any other type of optional insurance. Not everyone has this type of insurance, but if you do, please be advised that it may not transfer to Ocwen Loan Servicing, LLC. However, to verify if Ocwen is able to offer any of these services, please call our Customer Care Center at (800)746-2936, during the business hours indicated above or contact an independent insurance agent for alternative coverage options.

Mortgage escrow accounts ensure that homeowners' property taxes, fire and hazard insurance premiums, mortgage insurance premiums and other escrow items are paid in a timely fashion. They are a guarantee that there is always enough money to pay these bills when they are due so that the homeowner avoids the risk of lapsed insurance coverage or delinquent taxes. If you would like to establish an escrow account with Ocwen, please call our office at (800)746-2936.

You should also be aware of the following information which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act ("RESPA") (12 U.S.C. Section 2605). During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old Servicer before its due date may not be treated by the new loan Servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA also gives you certain consumer rights. If you send a "qualified written request" to Ocwen concerning the servicing of your loan, Ocwen must provide you with a written acknowledgement within 20 business days of receipt of your request. A "qualified written request" is defined as a written correspondence, other than notice on a payment coupon or other payment medium supplied by the Servicer which includes your name and account number and your reasons for the request. A "business day" is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions. Not later than 60 business days after receiving your request, Ocwen must make the appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-business-day period, Ocwen may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent Ocwen from initiating foreclosure if proper grounds exist under the mortgage documents. In addition, except as otherwise provided herein, we may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Section 6 of RESPA also provides for damages and costs for individuals in circumstances where servicers are shown to have violated this section. You should seek legal advice if you believe your rights have been violated.

Upon receipt of this letter, please call our office at (800)746-2936 between Monday through Friday between 8:00 am to 9:00 pm ET Saturday, 8:00 am ET to 5:00 pm ET or Sunday Noon ET till 9:00 pm ET or visit our website at [www.ocwen.com](http://www.ocwen.com), which is available 24 hours a day, so that we may verify the information we received. We look forward to servicing your loan.

Sincerely,

Ocwen Loan Servicing, LLC  
NMLS # 1852

Please Detach below and include with your monthly payment.

00001250406 4444444881 000007100758254 50 001250406



Notice: If your loan is current, any excess funds will first be applied to outstanding amounts due and then additional principal. If this payment is made via automatic drafting, this statement is for informational purposes only.

Payment Coupon

Tyrone Armstrong

Account Number: 7100758254

☐ Check box if your contact information has changed, update on the back

AMOUNT DUE \$   
Additional Principal \$   
Additional Escrow \$   
Other (Please Specify) \$   
Total Enclosed \$

Ocwen  
PO BOX 8440  
CAROL STREAM IL 60197-8440

PHH63



Ocwen Loan Servicing, LLC  
HELPING HOMEOWNERS IS WHAT WE DO™  
WWW.OCWEN.COM

**Welcome to Ocwen!**  
**Important Information**

Tyrone Amstrong

PROPERTY ADDRESS 3713 BRENTCOVE DR  
NORTH LAS V NV 89032

OCWEN LOAN # 7100758254

Welcome to Ocwen and we hope this letter finds you well. As you may be aware, Ocwen Loan Servicing is now handling the servicing of your mortgage. Please allow me to personally welcome you to Ocwen. It is natural that you may have a few questions about this change and what it will mean, so I would like to answer a few questions that you may be having. Please rest assured that we value your business and look forward to assisting you in the future.

**Frequently Asked Questions:**

**What if I made a payment to my prior servicer, but it has not posted yet?**

Your previous servicer will forward your payment to us within 15 business days. It may take a few days for us to receive and apply the payments, but this will not negatively impact your account or your credit report. To check on the status of your account, you may go to [www.ocwen.com](http://www.ocwen.com) and login with your Ocwen loan number provided above or use the account statement that we sent you.

**What if I was working on a resolution to resolve my delinquency (including a Making Home Affordable Modification) with my prior servicer?**

If you had started a resolution with your previous servicer, but the resolution was not finalized (signed and executed), we request that you apply again for a resolution through Ocwen. The reason for this is that we specialize in offering a wide range of resolution options, so we may have an option that fits your situation even better than the one that you were negotiating with your previous servicer. All you need to do to get started is to login to our website, [www.ocwen.com](http://www.ocwen.com), using your Ocwen loan number.

**If my account is not current, how do I make payment arrangements?**

If this is your primary mortgage and you are currently living in the home, you may qualify for a government-sponsored resolution program. Login to our website, [www.ocwen.com](http://www.ocwen.com), using your loan number, and you can download the application package.

If this is not your primary mortgage, or you would prefer to speak with someone, please call us at 1-800-746-2936 to speak to a home retention consultant who will be able to help you make arrangements that fit your specific situation.

**Where do I go for help if I am having financial difficulties?**

We can help you. We offer a number of specialized programs that can be designed to fit your situation. Please go to [www.ocwen.com](http://www.ocwen.com) for information and to download an application for assistance. You can login using your Ocwen loan number.

**If I cannot resolve my issue online, what number do I call and what are your hours?**

Our number is 1-800-746-2936. In order to accommodate borrowers' busy schedules, we are open late at night and very early in the morning. Our hours are:

Monday through Friday - 8:00am to 9:00pm

Saturday - 8:00am to 5:00pm

Sunday - Noon to 9:00 pm

All Eastern Standard Time

**If my account is current, where do I send my payments now?**

Our payment processing address is:

Ocwen Loan Servicing, LLC

PO Box 6440

Carol Stream, IL 60197-6440

Hopefully this answers some of your questions. Thank you once again for your business. We are excited about working with you.

Sincerely,

Ocwen Loan Servicing, LLC  
NMLS #1852

PHHS4

# **EXHIBIT “6”**



3/12/2019

REPRESENTATION OF PRINTED DOCUMENT

Ocwen Loan Servicing, LLC

www.ocwen.com

Helping Homeowners Is What We Do®

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free 800 746 2935

Loan Number: 7100758254

6-816AWB17-210913-01-100-000-000



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

Property Address  
3713 Brentcove Dr  
North Las Vegas, NV 89032-3157

Dear Customer(s),



Why We Are  
Sending This  
Letter

This is an important notice containing information critical to this mortgage account.

Ocwen Loan Servicing has joined forces with PHH Mortgage Services, a mortgage company with well-established mortgage origination and servicing capabilities. As a result, we will be consolidating all mortgage accounts into one company, PHH Mortgage Services ("PHH").

Effective 4/1/2019, PHH will be the new servicer for this account and will be collecting the mortgage payments going forward.

Please rest assured that Ocwen will be here through this transition. Together, Ocwen and PHH stand ready to assist in any way we can. For any questions regarding the transition, please call 855.245.3916.



What Needs  
To Be Done

Please send all payments due on or after 4/1/2019 to PHH at this address:

PHH Mortgage Services  
P.O. Box 371458  
Pittsburgh, PA 15250-7458

If currently using an Online Bill Payment provider, please contact them to update the payee, remittance address and new account number (if applicable). Failure to make these updates could delay the crediting of payments. If currently mailing in a payment, please use the coupon provided or wait until the new PHH statement is mailed.



What We  
Will Do

This account number will remain the same after the transfer.

During the first week after 4/1/2019, no transactions can be made on the account while PHH verifies the accuracy of all account information in its system. As soon as this process is completed, the account will be activated and you will receive a welcome letter from PHH.

During the 60-day period following the transfer date of 4/1/2019, any payment received by Ocwen on or before its due date will not be treated as late by PHH and no late fee will be charged.

NMLS # 1852

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

GBTEPHH\_ACH

Page 1

INTERNET REPRINT

PHH65



REPRESENTATION OF PROTECTED DOCUMENT  
Ocwen Loan Servicing, LLC  
www.ocwen.com  
Helping Homeowners Is What We Do!®

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free 800 746 2936

After 4/11/2019, your Relationship Manager, Adrian Padilla can be contacted by calling the PHH Customer Care Center at 877.744.2506 and requesting to speak with him/her.

MortgageQuestions.com is PHH's website for its servicing customers, which you will be able to access once the transfer process is complete, by 4/7/2019.

We encourage registration on the website to access all the account activity, including payment due date and amounts, escrow balances and other account information. Election of paperless billing, direct debits and various alerts, including payments received, hazard disbursements, tax disbursements, paperless documents, and year-end statements are also available. Specific registration instructions for Ocwen customers is listed on the MortgageQuestions.com home page.

NMLS # 1852

GBYEPPH\_ACH

*This communication is from a debt collector attempting to collect a debt, any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*

Page 2

IR.TC

PHH66





REPRESENTATION OF PR NTEO  
Ocwen Loan Servicing, LLC  
www.ocwen.com  
Helping Homeowners Is What We Do!®

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free- 800 746 2936

### NOTICE OF SERVICING TRANSFER EFFECTIVE 4/1/2019



The servicing of your mortgage is being transferred, effective 4/1/2019. This means that on or after this date, PHM will be collecting the mortgage payments. The transfer of servicing does not affect any term or condition of the mortgage other than terms directly related to the servicing of the account.

Ocwen Loan Servicing, LLC ("Ocwen") is now collecting the payments. Ocwen will stop accepting payments received after 3/31/2019. PHM Mortgage Services ("PHM") will collect the payments going forward. PHM will start accepting payments received on 4/1/2019.

Please send all payments due on or after 4/1/2019 to PHM at this address:

PHM Mortgage Services  
P.O. Box 371458  
Pittsburgh, PA 15250-7458

For any questions about the mortgage account or this transfer, please contact Ocwen or PHM using this information:

	Until 3/31/2019:	On or After 4/1/2019:
Servicer	Current Servicer Ocwen Loan Servicing, LLC	New Servicer PHM Mortgage Services
Department	Customer Service	Customer Service
Toll-Free Number	800 746 2936	877 744 1506
Website	ocwencustomers.com	MortgageQuestions.com
Address	P.O. Box 24736 West Palm Beach, FL 33416	1 Mortgage Way Mt. Laurel, NJ 08054
Account Number	7100758254	7100758254

Under Federal law, during the 60-day period following the effective date of the transfer of mortgage servicing, a payment received by Ocwen on or before its due date may not be treated by PHM as late, and a late fee may not be assessed to the account.

Remember, Ocwen will be here for you throughout this transfer to assist in any way we can. If you have questions regarding this transition, please call us at 855 245 3915.

Sincerely,  
Ocwen Loan Servicing, LLC

NMLS # 1852

This communication is from a debt collector attempting to collect a debt, any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

GBYEPHM\_ACH

Page 3

INTERNE

PHM67



REPRESENTATION OF PHH  
Ocwen Loan Servicing, LLC  
www.ocwen.com  
Helping Homeowners Is What We Do!™

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free: 800 746 2936

#### Frequently Asked Questions about Servicing Transfers

**Why is my mortgage account being transferred?**

Ocwen Loan Servicing has joined forces with PHH Mortgage Services, a mortgage company with well-established mortgage origination and servicing capabilities. As a result, we will be consolidating all mortgage accounts under one company, PHH Mortgage Services ("PHH").

**What payment methods are available?**

PHH offers several convenient options. In addition to making a payment by mail, the accountholder may enroll for recurring payments from a checking or savings account or make payments online at MortgageQuestions.com. If the monthly payment is made through an online bill payment service with a biweekly program or via a government allotment service, please be sure to change the payee to PHH and use the new payment address and account details as applicable.

**How will this affect the credit reporting on my mortgage?**

After 4/1/2019, the current Ocwen account number will be reported to the credit bureaus as "Account Transferred to another Servicer/Company." Activity on the new account number will appear under the name "PHH Mortgage Services" on the credit report going forward.

**What if I made a payment to Ocwen, but it does not show up on my PHH account?**

If Ocwen receives a payment on or after 4/1/2019, the payment will be forwarded automatically to PHH. It may take a few days for PHH to receive and apply the payments, but this forwarding will not negatively impact the account or credit report during the first 60 days after transfer.

**Does PHH have a website?**

The PHH website is MortgageQuestions.com. We encourage registration on the website to access all the account activity, including payment due dates and amounts, escrow balances and other account information. Election of paperless billing, direct debits and various alerts, including payments received, hazard disbursements, tax disbursements, paperless documents, and year-end statements are also available.

**Can I use my ocwencustomers.com username and password to log in to MortgageQuestions.com?**

Your current user name will not transfer to MortgageQuestions.com. After 4/7/2019, you can set up the account on the PHH website, MortgageQuestions.com by establishing a new username and password.

**Will I continue to receive paperless billing notifications?**

Yes. If enrolled in paperless billing, you will continue to receive emails notifying you of the availability of the billing statement at MortgageQuestions.com.

**I am under the protection of the Servicemembers Civil Relief Act (SCRA). Do I need to take action regarding this?**

The service transfer does not impact any service member protections. Please notify us of any change in active duty status.

NMLS # 1852

GBYEPHH\_ACH

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INTERNET REPRINT

PHH68



REPRESENTATION OF PHH MORTGAGE  
Ocwen Loan Servicing, LLC  
www.ocwen.com  
Helping Homeowners Is What We Do!

1861 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free 800 745 3936

### Mortgage Modification Questions



A trial modification plan is currently in place, but payments remain due before the account is permanently modified. What should be done?

Monthly payments should continue to be made as required in the modification plan. Ocwen's records will be maintained by PHH Mortgage Services, including the status of the modification. Please allow 30 days for PHH to review and process the information. It is not necessary to call for a status prior to 30 days, as the agent will not have any additional information to provide.

If the trial plan is scheduled to end within 60 days of the mortgage account transfer date, the trial plan will not expire until the later of (a) the last day of the month the modification becomes effective, as noted in the final Modification Agreement, or (b) the due date by which the final Modification Agreement must be returned, as noted in the final Modification Agreement.

A trial modification is currently in place. Is it necessary to provide any additional information for the mortgage account to be permanently modified?

No. There is no need to send any additional documentation for PHH to send a final Modification Agreement. Once the executed, final Modification Agreement is returned and all required monthly trial plan payments have been made, PHH will permanently modify the mortgage.

A modification application has just been submitted to Ocwen. Should this also be sent to PHH?

It is not necessary to resubmit the application or documents to PHH. Please allow up to 30 days from the date of the account transfer for PHH to process the application and determine eligibility. It is not necessary to call prior to 30 days, as the agent will not have any additional information to provide.

I received a notice from Ocwen that there were missing documents for a modification, but I have not sent them yet. Should these documents be sent to PHH now?

Yes, please send the documents to PHH Mortgage Services by fax to 858.917.2848 or by email to HAT@mortgagefamily.com. Ocwen will be providing PHH with the status of the modification (trial plan or initial application), copies of the initial application and information identifying the missing documentation.

1861 Worthington Road, Suite 100, West Palm Beach, FL 33409

NMLS # 1852

GBYEPH\_ACH

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PHH89



REPRESENTATION OF PRINTED DOCUMENT

**Ocwen Loan Servicing, LLC**

www.ocwen.com

Helping Homeowners Is What We Do!

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free: 800 746.2936

I have a Short Sale or Deed in Lieu application pending with Ocwen. Do I have to resend all the documentation to PHH now and re-apply?

If there is a pending foreclosure sale date or closing scheduled in the next 60 days, please resend the documentation to PHH by fax to 856.917.2848 or by email to HAT@mortgagefamily.com. If there is not a foreclosure sale or scheduled closing in the next 60 days, Ocwen will provide PHH the status of the pending resolution. PHH will follow up with a final approval or denial. Please allow PHH Mortgage Services 30 days to process the Short Sale or Deed in Lieu application.

I received approval from Ocwen for a Short Sale or Deed in Lieu. Will this approval be honored by PHH?

Yes. It will be honored as long as the original requirements or contingencies for approval provided by Ocwen are met. With respect to Short Sales, please note that the original expiration date of Ocwen's approval (the "good through" date) still applies; if it has expired, the approval is no longer valid. Ocwen will be providing these approval requirements to PHH.

NMLS # 1852

GBYEPHH\_ACH

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*

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INTERNET REPRESENTATION

PHH70

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free 800 746 2936



Thomas Armstrong Pittsburgh, Pa. North La Vegas, NV 89101-3157	Owen Account Number: 7109758254 & PHH Account Number: 7100758254
Payable to:  PHH Mortgage Services P.O. Box 371498 Pittsburgh, PA 15250-7458	Note:  Amount of Payment: \$ _____

800-469-0024 • 800-228-7468 • 800-867-4624 • 800-867-4624 • 800-867-4624

NMLS # 1852

NMLS # 1852 GBYEPHH\_ACH  
This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.

GBYEPHH\_ACH

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INTERNET REPORT

PHH71

4961

R 001532

# **EXHIBIT “7”**

Loan Number: LAS011562

**Customer Identification Form**

**TO BE COMPLETED BY THE CLOSING AGENT  
PRIOR TO CLOSING DOCS BEING SIGNED**

I, Tina Reynolds, have personally verified the identity of the following  
(Closing Agent's name)

listed borrowers and have provided a description of the government-issued identification used to verify the borrower's identity. (Example: John Smith by NYS Driver's License #123456789 expires 12/12/04.)

Tyrone K. Armstrong  
TYRONE K. ARMSTRONG

by \_\_\_\_\_; and  
(Form of ID examined)

by \_\_\_\_\_; and  
(Form of ID examined)

by \_\_\_\_\_; and  
(Form of ID examined)

by \_\_\_\_\_; and  
(Form of ID examined)

by \_\_\_\_\_; and  
(Form of ID examined)

by \_\_\_\_\_; and  
(Form of ID examined)

by \_\_\_\_\_; and  
(Form of ID examined)

by \_\_\_\_\_; and  
(Form of ID examined)

Tina Reynolds  
(Closing Agent's signature)

1/19/07  
(Date)

**\*\*THIS FORM MUST BE RETURNED WITH THE CLOSING PACKAGE TO BNC TOGETHER WITH  
A COPY OF THE IDENTIFICATION USED BY THE BORROWER(S).\*\***

USA Patriot Act Procedure  
Release 1.2  
pnd:all 1/4/2003

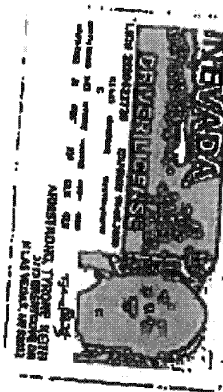
LAS011562

PHH18

JAN. 23. 1907 12:06 PM

NATIONAL ALLIANCE

NO. 1212 P. 7



PHH19



Loan No. LA5011561

**SIGNATURE AFFIDAVIT AND AKA STATEMENT**

**SIGNATURE STATEMENT**

I, TYRONE K. ARMSTRONG

swear that this is my own and correct signature

TYRONE K. ARMSTRONG

Signature

Tyrone Armstrong

Sample Signature

**AKA STATEMENT**

I, TYRONE K. ARMSTRONG

further certify that I am also known as

Tyrone K. Armstrong

Name Variation (Print)

Tyrone Armstrong

Sample Signature (Variation)

Name Variation (Print)

Sample Signature (Variation)

Name Variation (Print)

Sample Signature (Variation)

Name Variation (Print)

Sample Signature (Variation)

Name Variation (Print)

Sample Signature (Variation)

State of NEVADA  
County of CLARK

On February 10, 2007

, before me, Robynne D. King  
personally appeared TYRONE K. ARMSTRONG

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Robynne D. King



PHH20

## BORROWER'S CERTIFICATION & AUTHORIZATION

### Certification

The undersigned certify the following:

1. I/We have applied for a mortgage loan from **BNC MORTGAGE, INC., A DELAWARE CORPORATION**.  
In applying for the loan, I/we completed a loan application containing various information on the purpose of this loan, the amount and source of downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit pertinent information.
2. I/We understand and agree that **BNC MORTGAGE, INC., A DELAWARE CORPORATION** reserves the right to change the mortgage loan review process to a full documentation program. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.

### Authorization to Release Information

To Whom It May Concern:

1. I/We have applied for a mortgage loan from **BNC MORTGAGE, INC., A DELAWARE CORPORATION**.  
As part of the application process, **BNC MORTGAGE, INC., A DELAWARE CORPORATION** and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide **BNC MORTGAGE, INC., A DELAWARE CORPORATION** and to any investor to whom **BNC MORTGAGE, INC., A DELAWARE CORPORATION** may sell any mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market and similar account balances; credit history; and copies of income tax returns.
3. **BNC MORTGAGE, INC., A DELAWARE CORPORATION** or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application.
4. A copy of this authorization may be accepted as an original.
5. Your prompt reply to **BNC MORTGAGE, INC., A DELAWARE CORPORATION** or the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) is appreciated.
6. Mortgage guaranty insurer (if any).

Tyrone K. Armstrong  
Borrower  
TYRONE K. ARMSTRONG

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Social Security Number

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Social Security Number

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Borrower

\_\_\_\_\_  
Social Security Number

BNC Mortgage, Inc.

Loan: LAS011562

## IMPORTANT NOTICE OF LOAN TERMS

The TOTAL AMOUNT of your mortgage loan is \$ 237,000.00.

Your loan amount includes TOTAL LENDER AND BROKER FEES OF \$ 4,265.00.

Lender is charging you \$ 0.00 in loan DISCOUNT POINTS, which lowers the interest rate on your loan.

☐ Fixed Rate: Your loan will bear interest at \_\_\_\_\_ %.

\_\_\_\_\_ Your MONTHLY PAYMENTS (1) of principal and interest will be \$ \_\_\_\_\_ for the life of your loan.

Interest-Only - You are only required to pay the interest accruing on your loan for the first 60 months, after which your MONTHLY PAYMENTS (1) will increase as you start to pay down the principal amount of your loan. Your initial interest-only payment will be \$ \_\_\_\_\_.

☒ Adjustable Rate: The starting rate on your loan is 6.400 %.

This loan is a fixed rate loan for \_\_\_\_\_ months. After that the rate may adjust. This means that after the initial period, your interest rate and loan payments can go up every \_\_\_\_\_ months, depending on market rates. Your interest rate will never be greater than \_\_\_\_\_ %.

☒ This loan is a fixed rate loan for 24 months. After that the rate may adjust. This means that after the initial period, your interest rate and loan payments can go up every 6 months, depending on market rates. Your interest rate will never be greater than 13.400 % or less than 6.400 %.

Your initial MONTHLY PAYMENTS (1) of principal and interest will be \$ \_\_\_\_\_ for the first 24 months, after which they may increase as your loan interest rate adjusts.

☒ Interest-Only - You are only required to pay the interest accruing on your loan for the first 60 months, after which your MONTHLY PAYMENTS (1) will increase as you start to pay down the principal amount of your loan. This increase is in addition to any increase resulting from adjustments to your interest rate. Your initial interest-only payment will be \$ 1,264.00.

☐ Balloon Feature: Your loan also contains a balloon feature. This means your monthly payment will not be sufficient to repay the debt in equal installments. You will be required to make a lump sum payment at the time of maturity.

☒ This loan has a PREPAYMENT PENALTY. This means that if you were to prepay your loan in part or full within 24 months, you may be required to pay a prepayment penalty fee in accordance with the terms outlined in your note documents and Prepayment Penalty Disclosure. For example, if you paid your loan in full the first month after closing, your prepayment penalty would be \$ 8,087.20. Actual penalty will be based on the amount prepaid and the terms in effect at the time of prepayment.

I ACKNOWLEDGE RECEIPT OF THIS NOTICE.

Tyrone K. Armstrong 1/18/07  
Borrower Date  
TYRONE K. ARMSTRONG

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

1 - Monthly payments do not include the cost of property taxes, homeowner's insurance, private mortgage insurance or any other monthly fees.

Important Notice of Loan Terms

PHH119

**APPLICANT ACKNOWLEDGMENTS**

Applicant hereby acknowledges receipt of this Disclosure and the handbooks entitled "Consumer Handbook on Adjustable Rate Mortgages" and "Settlement Costs and Helpful Information."

Tyler K. Armstrong      1/18/07  
(Applicant's Signature)      (Date)

\_\_\_\_\_  
(Applicant's Signature)      (Date)

\_\_\_\_\_  
(Applicant's Signature)      (Date)

\_\_\_\_\_  
(Applicant's Signature)      (Date)

\_\_\_\_\_  
(Applicant's Signature)      (Date)

\_\_\_\_\_  
(Applicant's Signature)      (Date)

- 1 -

Jan. 10. 2007 10:05PM

No. 4840 P. 25/41

**DISCLOSURE NOTICES**

Date: 11/20/2006

<b>Applicant(s):</b> TYRONE ARMSTRONG	<b>Property Address:</b> 3713 BRENT COVE DR North Las Vegas, NV 89032
--	---

**AFFIDAVIT OF OCCUPANCY**

Applicant(s) hereby certify and acknowledge that, upon taking title to the real property described above, their occupancy status will be as follows:

☒ **Primary Residence** - Occupied by Applicant(s) within 30 days of closing.

☐ **Secondary Residence** - To be occupied by Applicant(s) at least 15 days yearly as second home (vacation, etc.), while maintaining primary residence elsewhere. (Please check this box if you plan to establish it as your primary residence at a future date (e.g., retirement)).

☐ **Investment Property** - Not owner occupied. Purchased as an investment to be held or rented.

The Applicant(s) acknowledge it is a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning this loan application as applicable under the provisions of Title 18, United States Code, Section 1014

Tyrone Armstrong  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE

**ANTI-COERCION STATEMENT**

The interest rates of this state provide that the lender may not require the applicant to take insurance through any particular insurance agent or company to protect the mortgaged property. The applicant, subjected to the rules adopted by the Insurance Commissioner, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirement of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Insurance Commissioner relative thereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.

I have selected the following agencies to write the insurance covering the property described above:

Insurance Company Name \_\_\_\_\_ Agent \_\_\_\_\_  
 Agent's Address \_\_\_\_\_ Agent's Telephone Number \_\_\_\_\_  
Tyrone Armstrong  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE

**FAIR CREDIT REPORTING ACT**

An investigation will be made as to the credit standing of all individuals seeking credit in this application. The nature and scope of any investigation will be furnished to you upon written request made within a reasonable period of time. In the event of credit denial due to an unfavorable consumer report, you will be advised of the identity of the Consumer Reporting Agency making such report and of your right to request within sixty (60) days the reason for the adverse action, pursuant to provisions of section 615(b) of the Fair Credit Reporting Act.

Tyrone Armstrong  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE

**FHA LOANS ONLY**

IF YOU PREPAY YOUR LOAN ON OTHER THAN THE REGULAR INSTALLMENT DATE, YOU MAY BE ASSESSED INTEREST CHARGES UNTIL THE END OF THAT MONTH.

**GOVERNMENT LOANS ONLY**

**RIGHT TO FINANCIAL PRIVACY ACT OF 1976** - This is a notice to you as required by the Right to Financial Privacy Act of 1976 that the Department of Housing and Urban Development or Department of Veterans Affairs has a right of access to financial records held by a financial institution in connection with the consideration of administration of assistance to you. Financial records involving your transaction will be available to the Department of Housing and Urban Development or Department of Veterans Affairs without further notice or authorization but will not be disclosed or released to another Government agency or Department without your consent except as required or permitted by law.

\_\_\_\_\_  
 APPLICANT SIGNATURE

\_\_\_\_\_  
 CO-APPLICANT SIGNATURE

Calyx form - d:\mact.com (1/98)

PHH121

BNC MORTGAGE, INC., A DELAWARE  
CORPORATION  
P.O. BOX 19636  
IRVINE, CA 92613-9636

Application Number: LA6011562  
Loan Number: LAS01112  
Lender: BNC MORTGAGE, INC., A DELAWARE  
CORPORATION

### LOAN SERVICING DISCLOSURE STATEMENT

**NOTICE TO MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED. FEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. READ THIS STATEMENT AND SIGN IT ONLY IF YOU UNDERSTAND ITS CONTENTS.**

Because you are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. § 2601 et seq.) you have certain rights under that federal law.

This statement tells you about those rights. It also tells you what the chances are that the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest and escrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those procedures.

#### Transfer Practices and Requirements

If the servicing of your loan is assigned, sold, or transferred to a new servicer, you must be given written notice of that transfer. The present loan servicer must send you notice in writing of the assignment, sale or transfer of the servicing not less than 15 days before the effective date of the transfer. The new loan servicer must also send you notice within 15 days after the effective date of the transfer. The present servicer and the new servicer may combine this information in one notice, so long as the notice is sent to you 15 days before the effective date of transfer. The 15-day period is not applicable if a notice of prospective transfer is provided to you at settlement. The law allows a delay in the time (not more than 30 days after a transfer) for servicers to notify you under certain limited circumstances, when your servicer is changed abruptly. This exception applies only if your servicer is fired for cause, is in bankruptcy proceedings, or is involved in a conservatorship or receivership initiated by a federal agency.

Notices must contain certain information. They must contain the effective date of the transfer of the servicing of your loan to the new servicer, the name, address, and toll-free or collect-call telephone number of the new servicer, and toll-free or collect-call telephone numbers of a person or department for both your present servicer and your new servicer to answer your questions about the transfer of servicing. During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

#### Complaint Resolution

Section 6 of RESPA (12 U.S.C. § 2605) gives you certain consumer rights, whether or not your loan servicing is transferred. If you send a "qualified written request" to your loan servicer, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, or must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request.

A Business Day is any day, excluding public holidays (state or federal), Saturday and Sunday.

#### Damages and Costs

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that section.

#### Servicing Transfer Estimated by Lender

1. The following is the best estimate of what will happen to the servicing of your mortgage loan: We may assign, sell or transfer the servicing of your loan some time while the loan is outstanding.
2. For all the mortgage loans that we make in the 12-month period after your mortgage is funded, we estimate that the percentage of mortgage loans for which we will transfer servicing is between 76 - 100 %  
This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. This is our record of transferring the servicing of the mortgage loans we have made in the past:

#### YEAR PERCENTAGE OF LOANS TRANSFERRED (Rounded to nearest quartile - 0 %, 25 %, 50 %, 75 % or 100 %)

2004	100.00%
2005	100.00%
2006	100.00%

BNC MORTGAGE, INC.

Lender's Authorized Representative

January 18, 2007

Date

#### ACKNOWLEDGMENT OF MORTGAGE LOAN APPLICANT

I/We have read this disclosure form and understand its contents, as evidenced by my/our signature(s) below.

Tyrone K. Armstrong (1/18/07)  
Applicant Date  
TYRONE K. ARMSTRONG

Applicant Date

Applicant Date

Applicant Date

Applicant Date

Applicant Date

PHH122

Lender:  
BNC MORTGAGE, INC., A DELAWARE CORPORATION  
P.O. BOX 19656  
IRVINE, CA 92613-9656

Loan No: LAS811562  
App. No: LAS811561

## APPRAISAL NOTICE

NOTICE PURSUANT TO THE EQUAL CREDIT  
OPPORTUNITY ACT AND REGULATION B

### YOUR RIGHTS

YOU HAVE THE RIGHT TO RECEIVE A COPY OF THE APPRAISAL REPORT(S) USED IN CONNECTION WITH YOUR APPLICATION FOR CREDIT.

### TIMING

WE MUST HEAR FROM YOU NO LATER THAN 90 DAYS AFTER WE NOTIFY YOU ABOUT THE ACTION TAKEN ON YOUR APPLICATION OR YOU WITHDRAW YOUR APPLICATION.

### HOW TO REQUEST A COPY

IF YOU WISH TO RECEIVE A COPY, PLEASE WRITE TO US AT THE MAILING ADDRESS INDICATED ABOVE. IN YOUR REQUEST, PLEASE INCLUDE YOUR NAME AND ADDRESS; THE PROPERTY ADDRESS (IF DIFFERENT FROM YOUR ADDRESS); AND YOUR LOAN AND APPLICATION NUMBERS. WE MAY ALSO REQUIRE YOU TO PROVIDE PROOF OF PAYMENT FOR THE APPRAISAL REPORT(S) IF PAYMENT WAS MADE TO A PARTY OTHER THAN US.

I/We hereby acknowledge receipt of this Appraisal Notice

  
Applicant TYRONE K. ARMSTRONG

Applicant

Applicant

Applicant

Applicant

Applicant

Loan No.: LAS011562

## IMPORTANT APPLICANT INFORMATION

Borrower Name(s):

TYRONE K. ARMSTRONG

Lender:

ENC MORTGAGE, INC., A DELAWARE CORPORATION  
P.O. BOX 19656, IRVINE, CA 92623-9656

Property Address:

3713 BRENTCOVE DR, NORTH LAS VEGAS, NV  
89032

Date:

January 18, 2007

### IMPORTANT INFORMATION ABOUT PROCEDURES FOR REQUESTING A LOAN

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account or requests a loan.

What this means for you: When you request a loan, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

*Tyrone Armstrong* 1/18/07  
Borrower TYRONE K. ARMSTRONG Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

LAS011562

128 (0306)

VMP Mortgage Solutions (800)521-7281

8/03

PHH124



**EQUAL CREDIT OPPORTUNITY ACT**

APPLICATION NO ARMSTRONG

Date: 11/20/2006

PROPERTY ADDRESS: 3713 BRENT COVE DR  
North Las Vegas, NV 89032

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this company is the Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3710, Houston, Texas 77010

We are required to disclose to you that you need not disclose income from alimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are permitted to inquire if any of the income shown on your application is derived from such a source and to consider the likelihood of consistent payment as we do with any income on which you are relying to qualify for the loan for which you are applying.

Tyler Armstrong  
TYLER ARMSTRONG (Applicant) (Date)

11-20-06

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

**PATRIOT ACT  
INFORMATION DISCLOSURE**

Applicant Name TERENCE LASHLEY JR  
Co-Applicant Name \_\_\_\_\_  
Present Address 3713 BRENT COVE DR, North Las Vegas, NV 89122  
Mailing Address 3713 BRENT COVE DR, North Las Vegas, NV 89122

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

I/we acknowledge that I/we received a copy of this disclosure.

Terence Lashley Jr 11-20-06  
Applicant Date

\_\_\_\_\_  
Applicant Date

## PRIVACY POLICY DISCLOSURE

(Protection of the Privacy of Personal Non-Public Information)

Respecting and protecting customer privacy is vital to our business. By explaining our Privacy Policy to you, we trust that you will better understand how we keep our customer information private and secure while using it to serve you better. Keeping customer information secure is a top priority, and we are disclosing our policies to help you understand how we handle the personal information about you that we collect and disclose. This notice explains how you can limit our disclosing of personal information about you. The provisions of this notice will apply to former customers as well as current customers unless we state otherwise.

### The Privacy Policy explains the Following:

- Protecting the confidentiality of our customer information.
- Who is covered by the Privacy Policy.
- How we gather information.
- The types of information we share, why, and with whom.
- Opting Out - how to instruct us not to share certain information about you or not to contact you

### Protecting the Confidentiality of Customer Information:

We take our responsibility to protect the privacy and confidentiality of customer information very seriously. We maintain physical, electronic, and procedural safeguards that comply with federal standards to store and secure information about you from unauthorized access, alteration, and destruction. Our control policies, for example, authorize access to customer information only by individuals who need access to do their work.

From time to time, we enter into agreements with other companies to provide services to us or make products and services available to you. Under these agreements, the companies may receive information about you but they must safeguard this information, and they may not use it for any other purposes.

### Who is Covered by the Privacy Policy:

We provide our Privacy Policy to customers when they conduct business with our company. If we change our privacy policies to permit us to share additional information we have about you, as described below, or to permit disclosures to additional types of parties, you will be notified in advance. This Privacy Policy applies to consumers who are current customers or former customers.

### How We Gather Information:

As part of providing you with financial products or services, we may obtain information about you from the following sources:

- Applications, forms, and other information that you provide to us, whether in writing, in person, by telephone, electronically, or by any other means. This information may include your name, address, employment information, income, and credit references;
- Your transaction with us, our affiliates, or others. This information may include your account balances, payment history, and account usage;
- Consumer reporting agencies. This information may include account information and information about your credit worthiness;
- Public sources. This information may include real estate records, employment records, telephone numbers, etc.

### Information We Share:

We may disclose information we have about you as permitted by law. We are required to or we may provide information about you to third parties without your consent, as permitted by law, such as:

- To regulatory authorities and law enforcement officials.
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To report account activity to credit bureaus.
- To consumer reporting agencies.

Caliper Form - Privacy1.doc (01/05)

PHH127

- To respond to a subpoena or court order, judicial process or regulatory authorities.
- In connection with a proposed or actual sale, merger, or transfer of all or a portion of a business or an operating unit, etc.

In addition, we may provide information about you to our service providers to help us process your applications or service your accounts. Our service providers may include billing service providers, mail and telephone service companies, lenders, investors, title and escrow companies, appraisal companies, etc.

We may also provide information about you to our service providers to help us perform marketing services. This information provided to these service providers may include the categories of information described above under "How We Gather Information" limited to only that which we deem appropriate for these service providers to carry out their functions.

We do not provide non-public information about you to any company whose products and services are being marketed unless you authorize us to do so. These companies are not allowed to use this information for purposes beyond your specific authorization.

#### Opting Out

We also may share information about you within our corporate family of office(s). We may share all of the categories of information we gather about you, including identification information (such as your name and address), credit reports (such as your credit history), application information (such as your income or credit references), your account transactions and experiences with us (such as your payment history), and information from other third parties (such as your employment history).

By sharing this information we can better understand your financial needs. We can then send you notification of new products and special promotional offers that you may not otherwise know about. For example, if you originally obtained a mortgage loan with us, we would know that you are a homeowner and may be interested in hearing how a home equity loan may be a better option than an auto loan to finance the purchase of a new car.

You may prohibit the sharing of application and third-party credit-related information within our company or any third-party company at any time. If you would like to limit disclosures of personal information about you as described in this notice, just check the appropriate box or boxes to indicate your privacy choices.

- ☐ Please do not share personal information about me with non-affiliated third parties.
- ☐ Please do not share personal information about me with any of your affiliates except as necessary to effect, administer, process, service or enforce a transaction requested or authorized by myself.
- ☐ Please do not contact me with offers of products or services by mail
- ☐ Please do not contact me with offers of products or services by telephone

**Note for Joint Accounts:** Your Opt Out choices will also apply to other individuals who are joint account holders. If those individuals have separate accounts, your Opt Out will not apply to those separate accounts.

TYRONE ARMSTRONG

Name

3718 BRANT COVE DR

Address

North Las Vegas, NV 89032

City, State, Zip

702-431-4803

Phone#

ARMSTRONG

Loan #

ASPEN HOME LOAN

Company Name

826 E. STATE RD

Address

Cedar City UT, 84720

City, State, Zip

702-893-1781

Phone #

*Tyrone Armstrong* 01-20-06

Borrower's Signature

Date

Co-Borrower's Signature

Date

Calyp Form - privacy.1.0m (04/06)

PHH128

**NOTICE TO APPLICANT OF RIGHT  
TO RECEIVE COPY OF APPRAISAL REPORT**

APPLICATION NO: ARMSTRONG

Date: 11/29/06

PROPERTY ADDRESS: 3713 BRENT COVE DR  
North Las Vegas, NV 89032 County: Clark

You have the right to receive a copy of the appraisal report to be obtained in connection with the loan for which you are applying, provided that you have paid for the appraisal. We must receive your written request no later than 90 days after we notify you about the action taken on your application or you withdraw your application. If you would like a copy of the appraisal report, contact :

ASPEN HOME LOAN  
828 E. STATE RD  
Cedar City, UT 84720

*Tyhone Armstrong* 11-20-06  
TYHONE ARMSTRONG (Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

(Applicant) (Date)

Copy Form 1001 12/06

PHH129

**Servicing Transfer Estimates**

1. The following is the best estimate of what will happen to the servicing of your mortgage loan:

A. ☐ We may assign, sell or transfer the servicing of your loan while the loan is outstanding.

We are able to service your loan, and we

☐ will service your loan.

☒ will not service your loan.

☐ haven't decided whether to service your loan.

B. ☐ We do not service mortgage loans ☐ and we have not serviced mortgage loans in the past three years.

We presently intend to assign, sell or transfer the servicing of your mortgage loan. You will be informed about your servicer.

2. For all mortgage loans that we make in the 12 month period after your mortgage loan is funded we estimate that the percentage of such loans for which we will transfer servicing is between:

☐ 0 to 25% ☐ 26 to 50% ☐ 51 to 75% ☒ 76 to 100%

This estimate ☐ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries.

This is only our best estimate and it is not binding. Business conditions or other circumstances may affect our future transferring decisions.

3. A. ☐ We have previously assigned, sold, or transferred the servicing of mortgage loans

B. ☒ This is our record of transferring the servicing of mortgage loans we have made in

Year	Percentage of Loans Transferred
2004	100 %
2005	100 %
2006	100 %

This information ☐ does ☐ does not include assignments, sales or transfers to affiliates or subsidiaries

**Acknowledgment of Mortgage Loan Applicant(s)**

I/We have read and understood the disclosure, and understand that the disclosure is a required part of the mortgage application as evidenced by my/our signature(s) below:

Tyrone Armstrong 11-20-06  
 Applicant TYRONE ARMSTRONG Date Applicant Date  
 Applicant Date Applicant Date

BORROWER(S): TYRONE K. ARMSTRONG

PROPERTY ADDRESS: 3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032

**OCCUPANCY AFFIDAVIT**  
(Applicable only if box contains an "x")

☒ In order to induce BNC MORTGAGE, INC., A DELAWARE CORPORATION

(Lender") to make the loan secured by the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Occupancy Statement, Borrower has represented to Lender that the Property (as defined in the Security Instrument) will be occupied by Borrower within 60 days following recordation of the Security Instrument and during the 12-month period immediately following recordation of the Security Instrument as Borrower's primary residence. Borrower acknowledges (a) that Lender would not have agreed to make the loan evidenced by the Note (as defined in the Security Instrument) or notes secured by the Security Instrument if the Property were not to be owner-occupied, and (b) that the interest rate set forth in the Note and other terms of the loan were determined as a result of Borrower's representation that the Property would be owner-occupied. Borrower further acknowledges that, among other things (i) purchasers of loans (including agencies, associations and corporations created by the federal and state governments for the purchase of loans) typically require that properties securing loans acquired by such purchasers be owner-occupied, and will reject for purchase loans for which security properties are not owner-occupied, (ii) Lender's ability to sell a loan or an interest in a loan (which it often does in the ordinary course of business) will thereby be impaired where a security property is not owner-occupied, (iii) the risks involved and the costs of holding and administering a loan on the security of non-owner occupied property, Lender typically makes such a loan on terms different from those of loans secured by owner-occupied properties. Accordingly, in the event that (a) within 60 days following recordation of the Security Instrument the Property is not occupied by Borrower as Borrower's primary residence, or (b) Borrower does not continuously live in the Property for at least 12 months immediately following recordation of the Security Instrument, Lender may declare all sums secured by the Security Instrument to be immediately due and payable. The rights of Lender hereunder shall be in addition to any rights of Lender under the Security Instrument or allowed by law.

**COMPLIANCE AGREEMENT**

The undersigned borrower(s) for and in consideration of the above referenced Lender this date agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Authority or the Veterans Administration.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale or conveyance by Lender or its interest in and to said loan documentation.

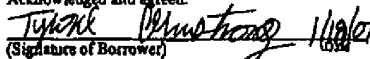
**FEDERAL EQUAL CREDIT OPPORTUNITY ACT NOTICE**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, handicap, familial status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

The Federal Agency that administers compliance with this law concerning this creditor is:

Office of Thrift Supervision  
New Jersey Regional Office  
Harborside Financial Center Plaza Five Suite 1600  
Jersey City, New Jersey 07311

Acknowledged and agreed.

  
(Signature of Borrower) 1/18/07  
TYRONE K. ARMSTRONG

\_\_\_\_\_  
(Signature of Borrower) Date

\_\_\_\_\_  
(Signature of Borrower) Date

\_\_\_\_\_  
(Signature of Borrower) Date

\_\_\_\_\_  
(Signature of Borrower) Date

\_\_\_\_\_  
(Signature of Borrower) Date

b600  
b7c01

PHH131

FROM: BNC MORTGAGE, INC. A UNICORP AWARE CORPORATION  
1901 MAIN STREET  
IRVINE, CA 92614  
ATTN: FUNDING DEPT.

Document Date: 01/18/2007

Closing Date: 01/23/2007

TO: NATIONAL ALLIANCE  
2460 PASEO VERDE PKWY  
HENDERSON, NV 89074

TO: MERCURY TRANSACTION

Doc's Expiration Date: 01/31/2007

Loan No.: LAS011562

ATTN: TRINA

ATTN:

Application No.: LAS011562

RE: TYRONE K. ARMSTRONG

Title Order No.: NAT21008643

Escrow No.:

Property Address: 3713 BRENTCOVE DR  
NORTH LAS VEGAS, NV 89031

#### SPECIFIC CLOSING INSTRUCTIONS

##### LOAN DOCUMENTS

We enclose the following documents necessary to complete the above referenced loan transaction:

(X) Note	( ) Condominium Rider	(X) Rescission
(X) Deed/Mortgage	( ) Second Home Rider	(X) Adj. Rate Rider
(X) Truth In Lending Disclosure	(X) Regulation Z	(X) Important Application Information (VMP Form 128)
(X) Payment Letter	( ) Prepay Waiver Rider	(X) Customer Identification Form
(X) Hazard Requirements	( ) Assignment of Deed	
( ) 1 - 4 Family Rider	(X) Good Faith Est.	

Deliver one (1) copy of all loan documents to the Borrower(s); deliver one (1) copy of the Federal Truth-In-Lending Disclosure Statement to each Borrower and each person having any ownership interest in the security property. (Refer to General Closing Instructions for distribution of the Notices of Right to Cancel.)

##### LOAN TERMS:

Loan Amount: \$237,000.00

Sales Price: 0.00

Term (Months): 360

Interest Rate: 6.400

Monthly Payment: \$1,164.00

First Payment Date: 03/01/2007

Last Payment Date: 02/01/2037

Adjustable Rate Loan: (X) Yes ( ) No

Secondary Financing in the amount of: \$

has been approved.

##### CONDITIONS:

Prior to funding/closing, you will be notified in writing of any outstanding conditions. All conditions must be satisfied prior to disbursement of the loan proceeds.

##### WE ARE TO BE AT NO EXPENSE IN THIS TRANSACTION.

Do not make any changes to any fees paid to any party or add any additional fees or charges without the express written approval of BNC Mortgage, Inc.

##### TITLE INSURANCE REQUIREMENTS:

Lender's ALTA Title Policy is to be issued as follows:

Mortgagee Clause must show: BNC Mortgage, Inc., its successors and/or assigns.

1. This loan must record in first lien position prior to the Doc's Expiration Date noted above.

2. Vesting to read: TYRONE K. ARMSTRONG, A SINGLE MAN.

3. ALTA Title Policy must be free from liens, encumbrances, easements, encroachments and other title matters except (i) the lien of our loan in the amount described herein referencing the recording information of the Security Instrument; (ii) general, specific, state, county, city, school or other taxes and assessments not yet due or payable; (iii) other items as permitted by us in writing; and (iv) the following items as shown on the preliminary title report, commitment, binder or equivalent dated: 11/13/2006

Issue said form of Policy with items:

4. Title Policy must contain the following endorsements (or their equivalents)

(X) CLTA 100/ALTA 9 - "Off Record"/Comprehensive

(X) ALTA 8.1 - Environmental Protection

(X) CLTA 116 - Address/Location

(X) CLTA 111.5/ALTA 6 - Variable Rate Mortgage

( ) ALTA 4 - Condominium

(X) ALTA 5 - Planned Unit Development

ALTA 7 - Is required if the property is a Manufactured Housing

( ) Other:

If the CC&R's contain a re-entry and/or reversionary clause, we will require a CLTA 100 12 endorsement

5. Survey exceptions are not acceptable.

6. Provide original and one copy of the ALTA Title Policy to Quality Assurance, P.O. Box 16426, IRVINE, CA 92623-6426.

7. Forward water or stock certificates showing lender as first Pledgee, where applicable.



**ESTIMATE OF FEES AND COSTS:**

ITEM	AMOUNT	POC	PAID TO
ORIGINATION FEE	\$ 899.00		To LENDER
Broker Fee	\$ 2,370.00		To BROKER
APPLICATION FEE	\$ 845.00		To BROKER
Appraisal Fee	\$ 50.00		To Appraisal 2000
Tax Service Fee	\$ 84.00		To TRANSAMERICA REAL ESTATE TAX
FLOOD CERTIFICATION	\$ 17.00		To FIRST AMERICAN FLOOD DATA

Note: Tax Service and Flood Certification fees will be held by lender and paid to the third party.

Subtotal of Estimated Fees and Costs: \$4,265.00

**PER DIEM INTEREST:**

From: 01/23/2007 To: 02/01/2007  
(Anticipated Closing Date)

9 days at 42.13 per day Subtotal of Per Diem Interest: \$379.17

**IMPOUNDS/ESCROWS:**

Impounds/escrow funds will be deducted from the amount wired.

month(s) at \$	per month = \$
month(s) at \$	per month = \$
month(s) at \$	per month = \$
month(s) at \$	per month = \$
month(s) at \$	per month = \$

Aggregate Escrow Adjustment: \$

Subtotal of Impounds/Escrow: \$  
Mortgage Broker Fee Paid by Lender: \$  
LENDER FEES AND COSTS: \$1,000.00  
TOTAL WIRE AMOUNT: \$235,620.83

**HUD-1 SETTLEMENT STATEMENT:**

The final HUD-1 Settlement Statement must be completed at settlement and must accurately reflect all receipts and disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur documents may need to be re-drawn and re-signed. Send the certified final HUD-1 Settlement Statement to us at the following address within 24 hours of settlement: Quality Assurance, P.O. Box 16426, Irvine, CA 92623-6426; or fax to (866) 471-6067

**ADDITIONAL INFORMATION:**

Borrowers must sign and date these closing instructions.

If for any reason this loan does not close within 24 hours of your receipt of funds, immediately return all documents to us and wire all funds to:

☐ Lehman Brothers, FSB, ABA 231170136, B N C Mortgage Clearing Acct. 124700002610

The wire of all funds should not be later than 12:00 noon, New York time, on the business day after the scheduled closing. Deutsche Bank is the intended third party beneficiary of this agreement.

All documents with the exception of those to be recorded (Security Instrument, Riders, Corporation Assignment(s), Grant Deed, Quit Claim, Power of Attorney, etc.) must be returned to our office within 24 hours of the signing. Please return certified copies of those documents that are to be recorded.

Thomas Reynolds  
Settlement Agent

SPECIFIC CLOSING INSTRUCTIONS

Sheet 3 of 3  
10/1/2006 04

Page 2 of 3

LAS011562

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**PAYOFF REQUIREMENTS:**

It is a condition to the funding of this loan that the debts listed on the **CONDITIONAL LOAN APPROVAL** be paid. Indicate payoff on the HUD-1 Settlement Statement or provide other satisfactory evidence of payoff

**DEBTS OR LIENS REQUIRED TO BE PAID THROUGH ESCROW**

**\*Estimated Payoff Amount:**

Countrywide

**\$223,820.00**

**TOTAL**

**\$223,820.00**

\*All liens of record must be paid in accordance with mortgagee's Pay off Demand Statement.

If you have any questions regarding any of these instructions, please contact the Funding Department at (949) 260-6000

**BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these closing instructions.

Tyrone K. Armstrong 1/18/07  
Borrower **TYRONE K. ARMSTRONG** Date Borrower Date

Borrower Date Borrower Date

Borrower Date Borrower Date

**ACKNOWLEDGED AND AGREED:**

Patricia Rodriguez 1/18/07  
Settlement Agent **TRR** Date Title Officer Date

**SPECIFIC CLOSING INSTRUCTIONS**

Page 3 of 3

Rev 1/06

LAS011562

PHN134

### Tax Information Authorization

► Information about Form 8821 and its instructions is at [www.irs.gov/form8821](http://www.irs.gov/form8821).  
► Do not sign this form unless all applicable lines have been completed.  
► Do not use Form 8821 to request copies of your tax returns or to authorize someone to represent you.

OMB No. 1545-1145  
For IRS Use Only  
Received by \_\_\_\_\_  
Name \_\_\_\_\_  
Telephone \_\_\_\_\_  
Function \_\_\_\_\_  
Date \_\_\_\_\_

**1 Taxpayer information.** Taxpayer must sign and date this form on line 7.

Taxpayer name and address \_\_\_\_\_ Taxpayer identification number(s) \_\_\_\_\_  
Daytime telephone number \_\_\_\_\_ Plan number (if applicable) \_\_\_\_\_

**TYRONE K. ARMSTRONG**

**2 Appointee.** If you wish to name more than one appointee, attach a list to this form. Check here if a list of additional appointees is attached ► ☒

Name and address \_\_\_\_\_ CAF No. \_\_\_\_\_  
PTIN \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

**OCWEN LOAN SERVICING**

**3 Tax information.** Appointee is authorized to inspect and/or receive confidential tax information for the type of tax, forms, periods, and specific matters you list below. See the line 3 instructions.

(a) Type of Tax Information (Income, Employment, Payroll, Estate, Gift, Civil Penalty, Sec. 4980H Payments, etc.)	(b) Tax Form Number (1040, 941, 720, etc.)	(c) Year(s) or Period(s)	(d) Specific Tax Matters

**4 Specific use not recorded on Centralized Authorization File (CAF).** If the tax information authorization is for a specific use not recorded on CAF, check this box. See the instructions. If you check this box, skip lines 5 and 6 . . . . . ► ☐

**5 Disclosure of tax information** (you must check a box on line 5a or 5b unless the box on line 4 is checked):

- a If you want copies of tax information, notices, and other written communications sent to the appointee on an ongoing basis, check this box . . . . . ► ☐  
Note. Appointees will no longer receive forms, publications, and other related materials with the notices.  
b If you do not want any copies of notices or communications sent to your appointee, check this box . . . . . ► ☐

**6 Retention/revocation of prior tax information authorizations.** If the line 4 box is checked, skip this line. If the line 4 box is not checked, the IRS will automatically revoke all prior Tax Information Authorizations on file unless you check the line 6 box and attach a copy of the Tax Information Authorization(s) that you want to retain. . . . . ► ☐

To revoke a prior tax information authorization(s) without submitting a new authorization, see the line 6 instructions.

**7 Signature of taxpayer.** If signed by a corporate officer, partner, guardian, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute this form with respect to the tax matters and tax periods shown on line 3 above.

► IF NOT COMPLETE, SIGNED, AND DATED, THIS TAX INFORMATION AUTHORIZATION WILL BE RETURNED.

► DO NOT SIGN THIS FORM IF IT IS BLANK OR INCOMPLETE.

*Tyrone Armstrong* \_\_\_\_\_ Date \_\_\_\_\_  
Signature  
**TYRONE ARMSTRONG** \_\_\_\_\_  
Print Name Title (if applicable)  
**TYRONE ARMSTRONG** \_\_\_\_\_



## DEFINITION OF TRUTH-IN-LENDING TERMS

### ANNUAL PERCENTAGE RATE

This is not the Note rate for which the borrower applied. The Annual Percentage Rate (APR) is the cost of the loan in percentage terms taking into account various loan charges of which interest is only one such charge. Other charges which are used in calculation of the Annual Percentage Rate are Private Mortgage Insurance or FHA Mortgage Insurance Premium (when applicable) and Prepaid Finance Charges (loan discount, origination fees, prepaid interest and other credit costs). The APR is calculated by spreading these charges over the life of the loan which results in a rate generally higher than the interest rate shown on your Mortgage/Deed of Trust Note. If interest was the only Finance Charge, then the interest rate and the Annual Percentage Rate would be the same.

### PREPAID FINANCE CHARGES

Prepaid Finance Charges are certain charges made in connection with the loan and which must be paid upon the close of the loan. These charges are defined by the Federal Reserve Board in Regulation Z and the charges must be paid by the borrower. Non-inclusive examples of such charges are: Loan origination fee, "Points" or Discount, Private Mortgage Insurance or FHA Mortgage Insurance, Tax Service Fee. Some loan charges are specifically excluded from the Prepaid Finance Charge such as appraisal fees and credit report fees.

Prepaid Finance Charges are totaled and then subtracted from the Loan Amount (the face amount of the Deed of Trust/Mortgage Note). The net figure is the Amount Financed as explained below.

### FINANCE CHARGE

The amount of interest, prepaid finance charge and certain insurance premiums (if any) which the borrower will be expected to pay over the life of the loan.

### AMOUNT FINANCED

The Amount Financed is the loan amount applied for less the prepaid finance charges. Prepaid finance charges can be found on the Good Faith Estimate/Settlement Statement (HUD-1 or 1A). For example if the borrower's note is for \$100,000 and the Prepaid Finance Charges total \$5,000, the Amount Financed would be \$95,000. The Amount Financed is the figure on which the Annual Percentage Rate is based.

### TOTAL OF PAYMENTS

This figure represents the total of all payments made toward principal, interest and mortgage insurance (if applicable)

### PAYMENT SCHEDULE

The dollar figures in the Payment Schedule represent principal, interest, plus Private Mortgage Insurance (if applicable). These figures will not reflect taxes and insurance escrows or any temporary buydown payments contributed by the seller.



1. SETTLEMENT CHARGES:		
700. Total Settlement Charges:		
Based on Price \$		
Division of Commission (line 700) follows:		
	Paid from Borrower's Funds at Settlement	Paid from Seller's Funds at Settlement
701. \$		
702. \$		
703. Commission paid at settlement		
704.		
608. Items Payable in Connection With Loan:		
801. Loan Origination Fee W. to BMC Mortgage, Inc.	899.00	
802. Loan Discount Fee		
803. Appraisal Fee to BMC Mortgage, Inc.	50.00	
804. Credit Report		
805. Lenders Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
808. Tax Service Fee to ThruAmerica Real Est. Tax	84.00	
809. Application fee to BMC Mortgage, Inc.	648.00	
810.		
811. Broker Fee to Fishy Home Loans	2,370.00	
812. Flood Cert to First American Flood Data	17.00	
609. Items Requested by Lender To Be Paid in Advance:		
901. Interest from 01/24/07 to 02/01/07 @ \$42.13/day (8 days)	337.04	
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904.		
905.		
600. Reserves Disposition 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 @		
109. Title Charges:		
1101. Settlement or closing fee to National Alliance Title Company	180.00	
1102. Abstract or file search		
1103. Title examination		
1104. Title Insurance binder		
1105. Document preparation		
1106. Notary Fees		
1107. Attorney's Fees		
(Inclusion above item numbers:)		
1108. Title Insurance		
(Inclusion above item numbers:)		
1109. Lender's coverage @ \$17,000.00 to National Alliance Title Company, as coordinator for LTV	1,066.75	
1110. Owner's Coverage		
1111. Endorsement B to National Alliance Title Company	80.00	
1112.		
1113. Wire Processing to National Alliance Title Company	38.00	
1114. Reconveyance Fee to National Alliance Title Company	30.00	
1115. Fed-Ex to National Alliance Title Company	25.00	
1200. Government Recording and Transfer Charges		
1201. Recording Fees: Deed Mortgage & Release	80.00	
1202. City/County taxes		
1203. State landstamps		
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 802, Section K)	8,465.82	0.00

PHH78

BREAKDOWN OF NEW LOANS		
Description	Buyer Amount	Seller Amount
BNC Mortgage, Inc., 1801 Main Street, Irvine, Ca 92614, Loan# LA9011862	237,000.00	
Total of New Loans.	237,000.00	

PHH77



**BREAKDOWN OF PAYOFF ON HUD line 104**

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

Loan #: 80940142

Ft 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

PHH78

# **EXHIBIT “8”**

STATE OF NEVADA  
FORECLOSURE MEDIATION PROGRAM  
MEDIATOR STATEMENT

HOMEOWNER'S NAME: <u>TURKIE ARMSTRONG</u> CO-OWNER'S NAME: <u>W/</u>	BENEFICIARY: <u>US Bank</u> TRUSTEE: <u>The Lopez-Corle Law Firm</u>
ASSESSOR PARCEL NUMBER (APN): <u>139-09-217-044</u> PROPERTY ADDRESS: <u>3713 Brandegee Dr Las Vegas NV 89132</u>	TS #: <u>10-04 4630 NV</u> Loan #: <u>24163052</u> DoT Doc #: <u>8/19/17</u>
Book #: <u>66278</u> Page #: <u>2</u> Inst #: <u>207017</u>	

- If no mediation is held: Please ensure the Mediation Summary, Mediation Certification and Mailing Certification (Parts 2, 2A & 4) are completed
- If no agreement is reached: please ensure the Attending Parties, Mediation Summary, Mediator Certification and Mailing Certification (Parts 1, 2, 2A & 4) are completed
- If an agreement is reached by the parties: please ensure all applicable parts of this form are attached

**PART 2: MEDIATION SUMMARY (Please check all that apply)**

- ☒ A Foreclosure Mediation was held on 10/2/10
- ☐ A Foreclosure Mediation was not held (Explain): \_\_\_\_\_
- ☐ Parties came to an agreement prior to mediation (Explain): \_\_\_\_\_

The Mediator files the following report of the mediation (please check all that apply):

- ☒ The parties resolved this matter. If this box is marked, please complete PART 3: **MEDIATION AGREEMENT**.
- ☐ The parties participated but were unable to agree to a loan modification or make other arrangements.
- ☐ Lender (Beneficiary or designated representative) failed to attend the mediation.
- ☐ Lender (Beneficiary or designated representative) failed to bring to the mediation each document required. Please specify which document(s) were not provided: \_\_\_\_\_
- ☐ Lender (Beneficiary or designated representative) did not have the authority to fully negotiate and modify the loan.
- ☐ Lender (Beneficiary or designated representative) failed to participate in good faith. Please explain: \_\_\_\_\_
- ☐ Homeowner (grantor or person who holds the title of record) failed to attend the mediation.
- ☒ Homeowner (grantor or person who holds the title of record) failed to bring to the mediation each document required. Please specify which document(s) were not provided: financial worksheet, financial statement
- ☐ Homeowner (grantor or person who holds the title of record) failed to participate in good faith. Please explain: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

Mediator Statement

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2 of 8  
v6 7-29-10

PHH135

STATE OF NEVADA  
FORECLOSURE MEDIATION PROGRAM  
MEDIATOR STATEMENT

**PART 2A: MEDIATOR CERTIFICATION**

The Mediator hereby certifies, under the penalty of perjury, that the foregoing is true and accurate of the proceedings as required by NRS Chapter 107.

DATED this 21 day of October, 2010

Mediator Signature

Print Name

STATE OF NEVADA  
FORECLOSURE MEDIATION PROGRAM  
MEDIATOR STATEMENT

All documents and discussions presented during the mediation are confidential except in an action for Judicial Review as set forth in the applicable State of Nevada Foreclosure Mediation Rules and NRS Chapter 107.

**PART 3: MEDIATION AGREEMENT (Sections A-G)**

THE PARTIES AGREED TO THE FOLLOWING (Please Check all that apply):

**A. RETAIN THE HOME**

- ☐ 1. Reinstatement
- ☐ 2. Repayment Plan
- ☐ 3. Extension
- ☐ 4. ARM to Fixed Rate
- ☐ 5. Amortization Extended
- ☐ 6. Interest Rate Reduction
- ☐ 7. Principal Forbearance
- ☒ 8. Other Forbearance
- ☐ 9. Principal Reduction
- ☐ 10. Refinance
- ☐ 11. Temporary Modification  
Expiration Date: \_\_\_\_\_
- ☐ 12. Permanent Modification
- ☐ 13. Short payoff \$ \_\_\_\_\_  
When: \_\_\_\_\_  
Conditions: \_\_\_\_\_
- ☐ 14. Gov't. Program: \_\_\_\_\_
- ☐ 15. Other: \_\_\_\_\_

**B. RELINQUISH THE HOME**

- ☐ 1. Deed in Lieu of Foreclosure
- ☐ 2. Short Sale
- ☐ 3. Voluntary Surrender
- ☐ 4. Cash for Keys \$ \_\_\_\_\_  
When: \_\_\_\_\_  
Conditions: \_\_\_\_\_
- ☐ 5. Gov't. Program: \_\_\_\_\_
- ☐ 6. Other: \_\_\_\_\_

**C. DETAILS**

- ☐ Lender/Beneficiary will report the loan as paid in current status effective as of \_\_\_\_\_
- ☐ Treatment of arrearages: \_\_\_\_\_
- ☐ Waiver of Fees and Penalties: \_\_\_\_\_
- ☐ Other treatment of fees/costs (list and outline details): \_\_\_\_\_
- ☐ Rescind Notice of Default: \_\_\_\_\_

**D. THE FOLLOWING TERMS REMAIN UNCHANGED (Please check all that apply.)**

- ☐ The balance due as shown on beneficiary's books, which is \_\_\_\_\_
- ☐ The interest rate stated in the original Note, which is \_\_\_\_\_
- ☐ The loan term stated in the original Note, which is \_\_\_\_\_

*Unknown  
time  
at  
se  
mediation*

STATE OF NEVADA  
FORECLOSURE MEDIATION PROGRAM  
MEDIATOR STATEMENT

**E. LOAN MODIFICATION (Please complete all that apply)**

	Temporary Modification	Permanent Modification												
1. Loan Balance	Total loan balance shall be modified to \$ _____ Effective date _____	Total loan balance shall be modified to \$ _____ Effective date _____												
2. Interest Rate	Period 1 a. Interest rate will be temporarily modified to _____ % b. Effective as of _____ c. For the Period of _____ months  Period 2 a. Interest rate will be temporarily modified to _____ % b. Effective as of _____ c. For the Period of _____ months	Period 1 a. Interest rate will be temporarily modified to _____ % b. Effective as of _____ c. For the Period of _____ months  Period 2 a. Interest rate will be temporarily modified to _____ % b. Effective as of _____ c. For the Period of _____ months												
3. Loan Term	There are _____ monthly payments remaining as of Begin Date _____ End Date _____	There are _____ monthly payments remaining as of Begin Date _____ End Date _____												
4. Payment	Resulting initial payment \$ _____ Principal & Interest \$ _____ Escrow \$ _____ Total \$ _____	Resulting initial payment \$ _____ Principal & Interest \$ _____ Escrow \$ _____ Total \$ _____												
5. Fees & Costs	The aforementioned loan balance includes fees & costs for temporary and permanent modifications as follows: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%; text-align: center;">Incurred</th> <th style="width: 50%; text-align: center;">Waived</th> </tr> </thead> <tbody> <tr> <td>Interest \$ _____</td> <td>Interest \$ _____</td> </tr> <tr> <td>Costs \$ _____</td> <td>Costs \$ _____</td> </tr> <tr> <td>Fees \$ _____</td> <td>Fees \$ _____</td> </tr> <tr> <td>Other \$ _____</td> <td>Other \$ _____</td> </tr> <tr> <td>TOTAL \$ _____</td> <td>TOTAL \$ _____</td> </tr> </tbody> </table>		Incurred	Waived	Interest \$ _____	Interest \$ _____	Costs \$ _____	Costs \$ _____	Fees \$ _____	Fees \$ _____	Other \$ _____	Other \$ _____	TOTAL \$ _____	TOTAL \$ _____
Incurred	Waived													
Interest \$ _____	Interest \$ _____													
Costs \$ _____	Costs \$ _____													
Fees \$ _____	Fees \$ _____													
Other \$ _____	Other \$ _____													
TOTAL \$ _____	TOTAL \$ _____													

Other: Borrower agrees to submit all information requested in  
 Comments: "Homeowner's Information Packet" supplied by lender  
~~within~~ within 10 days or November 3. Lender agrees  
 to review for loan modification and provide response within  
 30 days or Nov. 23.

\*If additional Periods agreed upon by the parties, please indicate on a separate sheet and attached hereto

Mediator Signature:

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5 of 8  
 11/28/10

PHH139

STATE OF NEVADA  
FORECLOSURE MEDIATION PROGRAM  
MEDIATOR STATEMENT

**G. SIGNATURE OF PARTIES**

IN WITNESS WHEREOF, each of the participants in this mediation has executed this mediation agreement on the date set forth. The parties agree to separately prepare and execute the documents necessary to accomplish the terms of this agreement.

Date 10-20-2010

Tyler [Signature]  
Homeowner (Grantor)

Date \_\_\_\_\_

\_\_\_\_\_  
Homeowner (Grantor)

Date \_\_\_\_\_

\_\_\_\_\_  
Homeowner's Attorney/Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Lender (Beneficiary)

Date 10/22/2010

[Signature]  
Lender's Attorney/Representative

Date \_\_\_\_\_

\_\_\_\_\_  
Other (Please specify relationship to Lender or Homeowner)

Date \_\_\_\_\_

\_\_\_\_\_  
Other (Please specify relationship to Lender or Homeowner)

STATE OF NEVADA  
FORECLOSURE MEDIATION PROGRAM  
MEDIATOR STATEMENT

**PART 4: MAILING CERTIFICATION**

I hereby certify that I served the foregoing Mediator Statement on the 22 day of October 2014, by placing true and correct copies thereof in the U.S. mail, postage prepaid addressed to the following:

Homeowner (Grantor):

Tyrene Armstrong  
3712 Round Lake Dr.  
Las Vegas, NV 89122

Homeowner's Attorney/Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Trustee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Trustee's Attorney/ Representative:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lender (Beneficiary):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lender's Attorney/Representative

Juliana Hoffmann  
pro forma collection corp

Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature

Print Name

Title

Sarah Schuchman  
Sarah Schuchman  
Mediator



# **EXHIBIT “9”**



OCWEN Loan Servicing, LLC  
P.O. Box 785063  
Orlando, FL 32878-5063  
(Do not send any correspondence or payment to the above address)

[WWW.OCWEN.COM](http://WWW.OCWEN.COM)

February 07, 2014

Tyrone Armstrong

3713 Brentcove Drive  
North Las Vegas, NV 89032

RE: Loan Number: 7100758254  
Property Address: 3713 Brentcove Dr  
North Las Vegas, NV 89032

Dear Tyrone Armstrong :

OCWEN would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your concern, we have reviewed the loan and below is the recap of our response to the concern raised:

Concern#1 You provided us with a RESPA Qualified Written Request and requested us to respond to the queries outlined in the correspondence.

Response The loan originated on January 18, 2007, for \$237,000.00 by BNC Mortgage, Inc., A Delaware Corporation, with the first (1st) payment due on March 1, 2007. As Ocwen was not involved in the origination of the loan, Ocwen cannot comment further regarding any concerns arising from the loan origination.

A Note or a partial interest in the Note may be sold one or more times. Such a sale might result in a change in the entity known as the 'Loan Servicer' that collects periodic payments due under the Note and Mortgage and performs other mortgage loan servicing obligations under the Note, Mortgage and Applicable Laws. Please note that we have no control over service transfer of loan. The transferring of loans is a common practice in the mortgage industry that does not affect the terms of your mortgage loan agreement.

We acquired the servicing rights of the loan from Chase Manhattan Mortgage Corp. on April 7, 2012, with the loan due for the May 1, 2009 payment and with outstanding fees expenses in the amount of \$1,125.00 and negative escrow balance in the amount of \$7,689.38. Please be advised that, we have updated our records based on the information that we received from the prior servicer.

We are obligated to service the loan in accordance with the terms of the Note and Mortgage signed by the borrower. A review of the Note indicates that you (Tyrone Armstrong) are responsible for the debt. As such, the above loan is valid. We have submitted a request for copies of the loan documents (Note, Deed of Trust, Assignment of Deed of Trust, Loan Application, Good Faith Estimate, Settlement Statement, Final Truth in Lending, Welcome Letter and Notice of Assignment, Sale or Transfer of Servicing Rights) to be sent to your attention. You will receive this under a separate cover.

Ocwen is licensed to collect debts. However, if you wish to verify Ocwen's status in this regard, you may contact the State of Nevada, Department of Financial Regulation.

We have also placed a request for the Prior Servicer's and Ocwen's Payment Reconciliation History to be sent to your attention, which reflects all credits and disbursements, made to the loan and the resulting loan status. You will receive this under a separate cover. The Payment Reconciliation History reflects all the outstanding fees or expenses, and

RR:MAIM TRM 13 1

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.*

Loan Number: 7100758254

NMLS # 1852  
PH 237



OCWEN Loan Servicing, LLC  
P.O. Box 785063  
Orlando, FL 32878-5063  
(Do not send any correspondence or payment to the above address)

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provides a breakdown of all the fees assessed to the loan. It also reflects the escrow account activity of the loan.

Given below are descriptions for transaction codes used:

**Effective date:** This is the date that Ocwen received the payment or disbursed the funds on the loan.

**Description:** This shows the type of the transaction that took place on that particular date.

**Principal:** This reflects the actual amount that has been applied toward the principal balance reduction. If the payment is reversed there will be a negative sign on that transaction.

**Interest:** This reflects the actual amount that has been applied toward the Interest. If the payment is reversed there will be a negative sign on that transaction.

**Suspense column:** Please note that according to our payment posting procedure, any payment received will be first applied to the payment that is contractually due and then for any outstanding fees due on the loan. If the payment is not sufficient to make a full monthly payment, then it will be applied to the suspense (partial payment-credit) account until additional funds are received so as to make a full contractual payment. Therefore this column reflects that the balance placed in the suspense (partial payment-credit) account as of that date and the negative amount indicates the reversal and reapplication of that amount from the suspense account toward principal or interest.

Further, the transaction history consists of the following codes:

**NLD:** This code refers to the loan disbursement details. This code provides the details of the unpaid principal balance transferred and the details of the suspense (partial payment-credit) account balance transferred from the prior servicer.

**EID/ETD:** These codes provide the details of the insurance and tax disbursements.

**EIC:** This code provides the details of the amount credited to the escrow account assessed toward Lender Placed Insurance.

**R/RSP RMS:** These codes provide the details of the mortgage payments received on the loan.

**MSA:** These codes provide the suspense (partial payment-credit) account balance adjustment details.

**PAS:** This code provides the details about funds removed from forbearance suspense and applied toward the loan.

**AFB:** This code provides details about the forbearance payments applied toward the loan.

**OAA:** This code provides you details about advances adjustments made on the loan.

**EXP:** This code provides you details regarding payments that we applied toward the expenses.

**PRP:** This code provides you details regarding the payments that were applied towards principal reduction.

Please note that the Note stipulates that the monthly mortgage payments are due on the first (1st) day of each month. However, you have fifteen (15) days grace period to make your monthly mortgage payments without being assessed a late charge. If the monthly mortgage payment is made after this grace period, a late charge equal to five percent (5%) of the overdue payment of principal and interest will be assessed on the loan. As the payments were not received prior to the end of the grace period of fifteen (15) days after the due date, late charges were assessed to the loan.

When a payment is not received within thirty (30) days from the due date, the loan is reported as delinquent to the credit bureaus. A review of our records indicates that the payments were not received in a timely manner. Therefore, all the delinquent reporting made on the loan is valid and cannot be altered.

If the loan becomes delinquent on payments, property inspection fee may be charged for an inspection of the property to make sure that it is still in good condition. In addition, a property valuation is performed when the borrower

R/R MAIN TRM 13 2

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.*

Loan Number: 7100758254

NM1542862



OCWEN Loan Servicing, LLC

P.O. Box 783063

Orlando, FL 32878-5063

(Do not send any correspondence or payment to the above address)

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defaults. The bank assesses a specific fee based on the valuation order type and the fee is imposed by the valuation department based on the property type, market value and location. An appraiser or real estate professional performs a drive by inspection. Generally, a Broker's Price Opinion is made without the benefit of an interior inspection of property.

If the loan becomes delinquent and foreclosure is required, fees and costs may be charged for services rendered by legal counsel who handle the foreclosure case to complete the legal requirements associated with a foreclosure action. Depending on the complexity of the case, the total attorney fee may be assessed. The fees and expenses that are incurred during foreclosure are billed to the loan as foreclosure fee and expenses. Please note that the foreclosure fees and expenses are considered as future legal expenses, which are assessed when we receive the invoices from the Foreclosure Attorney on the loan and are not assessed during the process of foreclosure actions.

Further, if the bank initiates a foreclosure action, the law requires all parties with interest in the property to be notified. In order to determine those parties that have an interest, a title search is required for which a fee is assessed. This fee is called the Title Report Fee.

As a result of the payment delinquency, fees were incurred that were then assessed to the loan for repayment. Had the loan not become delinquent, these fees would not have been incurred. All fees and costs associated with these actions were assessed in accordance with the terms and conditions of the original Mortgage and Note.

Our records indicate that, the loan is escrowed with us for payment of taxes and hazard insurance. The disbursement towards taxes and hazard insurance would be made as and when they are due. Please note that the monthly escrow payment amount is subject to change in the event an escrow analysis is performed.

Please note that the escrow payment amount will adjust based on the tax amount, insurance premium and the escrow balance available on the loan, so the amount of the monthly payment that we must place in escrow will also adjust accordingly.

Due to constant changes in taxes, we periodically review the escrow account from which these expenses are paid in accordance with the terms of your mortgage. Please note that the monthly escrow payments are based on anticipated payments to be paid into the escrow account and anticipated payments to be made from your escrow account in addition to the amount of negative escrow balance on the loan (if any).

Please note that the foreclosure proceedings were initiated on the property as the loan was past due for the May 1, 2009 payment.

We do not accept payments when the loan is in severe delinquency and active foreclosure, unless the loan is established on forbearance plan or if the funds are sufficient to completely reinstate the loan to current status. Further, during active foreclosure we accept only certified payments. In the event, you remit partial and uncertified funds, the same would be returned to the remitter.

Currently, all correspondences are being mailed to the address updated on file: 3713 Brentcove Drive, North Las Vegas, NV 89032. Should you wish to change the mailing address that is currently on file, please send a signed written request to the address listed below or fax it to (407) 737-6375. Further, we have updated our records to cease all telephonic communication with you pertaining to the above loan. Please note that all written correspondence(s) will be sent to the updated mailing address.

The entity that currently owns the loan and holds the Note is U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3, 60 Livingston Ave EM-MN-WS3D, Saint Paul, MN 55107, Phone number (800) 934-6802. The entity that currently owns the loan is based upon Ocwen's review of its records as of the date of this letter and the ownership status may change throughout the life of the loan. Ocwen Loan Servicing, LLC is currently servicing your loan and all inquiries should be directed to our office.

Please note that Ocwen services loans in accordance with all applicable federal and state laws. Section 2605(e) of the Real Estate Settlement Procedures Act requires that Ocwen respond to "qualified written requests," as defined by that section, regarding "information relating to the servicing of such loan", 12 U.S.C. Â§ 2605(e)(1)(A). Ocwen will not respond to questions that do not relate to the servicing of this particular loan.

RRCMAINLTRM 13 3

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt*

Loan Number:7100758254

NMPS-#1852  
04-12-09



OCWEN Loan Servicing, LLC  
P.O. Box 783063  
Orlando, FL 32878-5063  
(Do not send any correspondence or payment to the above address)

[WWW.OCWEN.COM](http://WWW.OCWEN.COM)

For any further questions or concerns regarding loan, you may contact our Customer Care Center at (800) 746-2936.

We trust the information provided has fully addressed your concern. Please visit our website ([www.ocwen.com](http://www.ocwen.com)) which is available 24 hours a day, seven days a week, as many of the answers to your account specific questions may be found there. However, should you have any further questions in regards to this issue, please contact our Research Department at (800) 241-9960. If after speaking with our Research Department you still have questions or concerns, please feel free to contact the OCWEN consumer advocate by email through OCWEN's website or by phone at (800) 390-4656. You may also send written correspondence to the following address:

Ocwen Loan Servicing, LLC  
Attention: Research Department  
P.O. Box 24736  
West Palm Beach, FL 33416-4736

Sincerely,

Vijay Chavada  
Research Department  
Ocwen Loan Servicing, LLC

RRCMAINLTRM13 4

*This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.*

Loan Number: 7100758254

NMPS # 21852

# **EXHIBIT “10”**

CP4651-45C CUSTOMER ACCOUNT ACTIVITY STATEMENT DATE 4/3/2012  
REQ BY OCW2DK1111 PAGE 1

TYRONE K ARMSTRONG  
3713 BRENTCOVE DR  
NORTH LAS VEGAS NV 89031

```

.....
----- CURRENT ACCOUNT INFORMATION -----
DATE TOTAL PRINCIPAL LOAN CURRENT
PAYMENT PAYMENT & INTEREST INTEREST
LOAN NUMBER DUE AMOUNT PAYMENT PRINCIPAL ESCROW
24169051 5/1/2009 1463.7 0 6.4 0
-----

```

```

PROCESS ACTIVITY FOR PERIOD 5/1/2010 - 4/3/2012
DUE TRANSACTION TRANSACTION EFFECTIVE DATE
DATE DATE CODE DESCRIPTION OF TRANSACTION

TRANSACTION PRIN PO/ ESCROW PO/ OTHER
AMOUNT BALANCE INTEREST BALANCE AMOUNT CODE/DESCRIPTION

4/2/2012 9-May 132 LATE CHARGE ADJUSTMENT
0 0 0 0 500.16 I LATE CHARGE
4/1/2012 9-May 156 LOAN TRANSFERRED
0 234,449.08 0 7,689.38
0 0 NEW PRINCIPAL/ESCROW BALANCES
4/1/2012 9-May 168 ESCROW ADVANCE REFUND
0 0 0 7,689.38 7,689.38
3/13/2012 00-00 632 STATUTORY EXPENSE DISBURSEMENT
60 0 0 0
3/10/2012 00-00 632 STATUTORY EXPENSE DISBURSEMENT
200 0 0 0
3/10/2012 00-00 632 STATUTORY EXPENSE DISBURSEMENT
39 0 0 0
3/10/2012 00-00 632 STATUTORY EXPENSE DISBURSEMENT
17 0 0 0
3/10/2012 00-00 632 STATUTORY EXPENSE DISBURSEMENT
14 0 0 0
3/10/2012 00-00 630 ATTORNEY ADVANCE DISBURSEMENT
600 0 0 0
3/8/2011 00-00 745 CORP. ADVANCE ADJUSTMENT
5.39 0 0 0
3/8/2012 00-00 745 CORP. ADVANCE ADJUSTMENT
-5.39 0 0 0
2/14/2012 9-May 161 ESCROW ADVANCE
285.23 0 0 285.23
2/14/2012 12-Feb 312 COUNTY TAX
-285.23 0 0 -285.23
-7,689.38 NEW PRINCIPAL/ESCROW BALANCES
1/11/2012 00-00 632 STATUTORY EXPENSE DISBURSEMENT
60 0 0 0
12/16/2011 9-May 161 ESCROW ADVANCE

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PHH80

PROCESS	ACTIVITY DUE DATE	FOR TRANSACTION DATE	PERIOD TRANSACTION CODE	5/1/2010 - EFFECTIVE DESCRIPTION OF	DATE 4/3/2012	TRANSACTION
TRANSACTION AMOUNT	PRIN BALANCE	PD/ INTEREST	ESCROW BALANCE	PD/ AMOUNT	OTHER CODE/DESCRIPTION	
12/16/2011	11-Dec	312 COUNTY	TAX			
-285.23	0	0	-285.23			
-7,404.15 NEW			PRINCIPAL/ES BALANCES			
12/5/2011	9-May	161 ESCROW	ADVANCE			
761.26	0	0	761.26			
12/6/2011	12-Jan	351 HOMEOWNER INSURANCE				
-761.26	0	0	-761.26			
-7,118.91 NEW			PRINCIPAL/ES BALANCES			
11/19/2011 00-00		631 PROPERTY	PRESERVATIO DISBURSEMENT			
14	0	0	0			
11/4/2011 00-00		745 CORP.	ADVANCE ADJUSTMENT			
-5.39	0	0	0			
11/4/2011 00-00		745 CORP.	ADVANCE ADJUSTMENT			
-5.39	0	0	0			
11/4/2011 00-00		745 CORP.	ADVANCE ADJUSTMENT			
5.39	0	0	0			
11/4/2011 00-00		745 CORP.	ADVANCE ADJUSTMENT			
5.39	0	0	0			
10/28/2011 00-00		631 PROPERTY	PRESERVATIO DISBURSEMENT			
14	0	0	0			
10/18/2011 00-00		745 CORP.	ADVANCE ADJUSTMENT			
-85	0	0	0			
10/18/2011 00-00		745 CORP.	ADVANCE ADJUSTMENT			
85	0	0	0			
9/30/2011 00-00		632 STATUTORY	EXPENSE DISBURSEMENT			
60	0	0	0			
9/28/2011 00-00		631 PROPERTY	PRESERVATIO DISBURSEMENT			
14	0	0	0			
9/19/2011	9-May	161 ESCROW	ADVANCE			
285.23	0	0	285.23			
9/19/2011	11-Sep	312 COUNTY	TAX			
-285.23	0	0	-285.23			
-6,357.66 NEW			PRINCIPAL/ES BALANCES			
9/2/2011 00-00		631 PROPERTY	PRESERVATIO DISBURSEMENT			
14	0	0	0			
7/27/2011 00-00		631 PROPERTY	PRESERVATIO DISBURSEMENT			
14	0	0	0			
7/26/2011	9-May	161 ESCROW	ADVANCE			
285.77	0	0	285.77			
7/26/2011	11-Aug	312 COUNTY	TAX			
-285.77	0	0	-285.77			
-6,072.43 NEW			PRINCIPAL/ES BALANCES			
7/26/2011 00-00		632 STATUTORY	EXPENSE DISBURSEMENT			
60	0	0	0			

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PROCESS	ACTIVITY DUE DATE	FOR TRANSACTION DATE	PERIOD TRANSACTION CODE	5/1/2010 - EFFECTIVE DESCRIPTION	DATE	TRANSACTION
7/2/2011 00-00		631 PROPERTY	PRESERVATIO	DISBURSEMENT		
14		0	0	0		
GP4651-45C	CUSTOMER	ACCOUNT	ACTIVITY	STATEMENT	DATE	4/3/2012
REQ	BY	OCW20K1111	PAGE	3		
TYRONE	K	ARMSTRONG				
LOAN	NUMBER:	24165052				
TRANSACTION AMOUNT	PRIN BALANCE	PO/ INTEREST	ESCROW BALANCE	PO/ AMOUNT	OTHER CODE/DESCRIPTION	
5/24/2011 00-00		631 PROPERTY	PRESERVATIO	DISBURSEMENT		
14		0	0	0		
5/18/2011 00-00		632 STATUTORY	EXPENSE	DISBURSEMENT		
60		0	0	0		
4/27/2011 00-00		631 PROPERTY	PRESERVATIO	DISBURSEMENT		
14		0	0	0		
3/25/2011 00-00		633 MISC.	F/C	AND	B/R	EXPENSE DISBURSEMENT
14		0	0	0		
2/16/2011	9-May	161 ESCROW	ADVANCE			
	276.92	0	0	276.92		
2/16/2011	11-Feb	312 COUNTY	TAX			
	-276.92	0	0	-276.92		
	-5,786.66 NEW		PRINCIPAL/ES	BALANCES		
2/16/2011 00-00		633 MISC.	F/C	AND	B/R	EXPENSE DISBURSEMENT
14		0	0	0		
1/14/2011 00-00		633 MISC.	F/C	AND	B/R	EXPENSE DISBURSEMENT
14		0	0	0		
12/22/2010	9-May	161 ESCROW	ADVANCE			
	761.26	0	0	761.26		
12/22/2010	11-Jan	351 HOMEOWNERS	INSURANCE			
	-761.26	0	0	-761.26		
	-5,509.74 NEW		PRINCIPAL/ES	BALANCES		
12/22/2010 00-00		633 MISC.	F/C	AND	B/R	EXPENSE DISBURSEMENT
14		0	0	0		
12/15/2010	9 May	161 ESCROW	ADVANCE			
	276.92	0	0	276.92		
12/15/2010	10 Dec	312 COUNTY	TAX			
	-276.92	0	0	-276.92		
	-4,748.48 NEW		PRINCIPAL/ES	BALANCES		
11/18/2010 00-00		633 MISC.	F/C	AND	B/R	EXPENSE DISBURSEMENT
14		0	0	0		
10/15/2010 00-00		633 MISC.	F/C	AND	B/R	EXPENSE DISBURSEMENT
14		0	0	0		
9/29/2010 00-00		745 CORP.	ADVANCE	ADJUSTMENT		
	28	0	0	0		
9/29/2010 00-00		745 CORP.	ADVANCE	ADJUSTMENT		
	-28	0	0	0		
9/28/2010 00-00		745 CORP.	ADVANCE	ADJUSTMENT		
	70	0	0	0		
9/28/2010 00-00		745 CORP.	ADVANCE	ADJUSTMENT		
	-70	0	0	0		
9/17/2010 00-00		745 CORP.	ADVANCE	ADJUSTMENT		
	14	0	0	0		

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9/17/2010 00-00		745 CORP.		ADVANCE	ADJUSTMENT			
-14		0		0	0			
BP4651-45C	CUSTOMER	ACCOUNT	ACTIVITY	STATEMENT	DATE	4/3/2012		
REQ	BY	OCW20K1111	PAGE		4			
TYRONE	K	ARMSTRONG						
LOAN	NUMBER	24165052						
PROCESS	ACTIVITY	FOR	PERIOD	5/1/2010 -	4/3/2012			
	DUE	TRANSACTION	TRANSACTION	ON EFFECTIVE	DATE			
	DATE	DATE	CODE	DESCRIPTION OF	TRANSACTION			
	TRANSACTION	PRIN	PD/	ESCROW	PD/	OTHER		
	AMOUNT	BALANCE	INTEREST	BALANCE	AMOUNT	CODE/DESCRIPTION		
9/16/2010	9-May	161	ESCROW	ADVANCE				
	276.92	0	0	276.92				
9/16/2010	10-Sep	312	COUNTY	TAX				
	-276.92	0	0	-276.92				
	-4,471.56	NEW	PRINCIPAL/ES BALANCES					
9/16/2010 00-00		633	MISC.	F/C	AND	B/R	EXPENSE	DISBURSEMENT
	14	0	0	0				
9/2/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	14	0	0	0				
9/2/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	-14	0	0	0				
9/1/2010 00-00		633	MISC.	F/C	AND	B/R	EXPENSE	DISBURSEMENT
	14	0	0	0				
9/1/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	14	0	0	0				
9/1/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	-14	0	0	0				
8/24/2010 00-00		633	MISC.	F/C	AND	B/R	EXPENSE	DISBURSEMENT
	14	0	0	0				
7/27/2010	9-May	161	ESCROW	ADVANCE				
	276.92	0	0	276.92				
7/27/2010	10-Aug	312	COUNTY	TAX				
	-276.92	0	0	-276.92				
	-4,194.64	NEW	PRINCIPAL/ES BALANCES					
5/10/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	1.34	0	0	0				
5/10/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	2.73	0	0	0				
5/10/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	0.88	0	0	0				
5/10/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	1.78	0	0	0				
5/10/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	-1.34	0	0	0				
5/10/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	-2.73	0	0	0				
5/10/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	-0.88	0	0	0				
5/10/2010 00-00		745	CORP.	ADVANCE	ADJUSTMENT			
	-1.78	0	0	0				
5/7/2010 00-00		633	MISC.	F/C	AND	B/R	EXPENSE	DISBURSEMENT
	14	0	0	0				

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**Account History: 7100758254 | Houser and Allison, PC:954 |**

<b>Borrower:</b>	ARMSTRONG, TYRONE	<b>Address:</b>	3713 BRENTCOVE DR	<b>Pin Del:</b>	121149 CS	<b>Investor Type:</b>	Other
<b>Co-Borrower Name:</b>		<b>City:</b>	NORTH LAS VEGAS	<b>Add Prin Del:</b>	10 00	<b>Investor S:</b>	MGE
<b>Doc Date:</b>	03/01/2009	<b>State:</b>	NV	<b>Account Type:</b>	First Mortgage - Conventional Without PMI	<b>Investor Account #:</b>	013865834
<b>Last Paid Arpd On:</b>		<b>Zip Code:</b>	89032-3157	<b>Total Prin Armt:</b>	11,463.70	<b>PLS Client ID:</b>	

**Request Criteria: Type = All, Date Range = From 07/09/2018 To 07/09/2019**

Row Count	173												
Transaction Description	Applied Dt	Due Date	Payment	Principal Applied	Interest Applied	Escrow Applied	Esc Bal	Adv Bal	Expense Applied	Corp Adv Applied	LC Amt Applied	Fee Amt Applied	Fee Cd
Escrow Advance	07 01 2019	07 01 2019	\$143.17			\$143.17		\$11,033.74					
Hazard Ins Disbursement	07 03 2019	07 01 2019	\$143.17			\$-43.17	-\$143.17	\$11,400.50					
Escrow Advance	08 04 2019	08 01 2019	\$433.31			\$433.31		\$11,400.50					
Hazard Ins Disbursement	06 04 2019	06 01 2019	\$433.31			-\$433.31	-\$433.31	\$11,033.08					
Restricted Corp Adv Adj	04 04 2019		\$100.00					\$11,033.08					
Restricted Corp Adv Adj	04 04 2019		\$4,043.48					\$11,033.08		\$4,043.48			
Restricted Corp Adv Adj	04 04 2019		\$100.00					\$11,033.08		\$100.00			
Restricted Corp Adv Adj	04 04 2019		\$9.23					\$11,033.08			\$9.23		
Restricted Corp Adv Adj	04 04 2019		\$83.90					\$11,033.08		\$83.90			
Restricted Corp Adv Adj	04 04 2019		\$83.00					\$11,033.08		\$83.00			
Restricted Corp Adv Adj	04 04 2019		\$404.12					\$11,033.08		\$404.12			
Restricted Corp Adv Adj	04 04 2019		\$139.16					\$11,033.08		\$139.16			
Restricted Corp Adv Adj	04 04 2019		\$118.30					\$11,033.08		\$118.30			
Restricted Corp Adv Adj	04 04 2019		\$110.00					\$11,033.08		\$110.00			
Restricted Corp Adv Adj	04 04 2019		\$1,215.29					\$11,033.08		\$1,215.29			
Restricted Corp Adv Adj	04 04 2019		\$14.00					\$11,033.08		\$14.00			
Restricted Corp Adv Adj	04 04 2019		\$1,039.49					\$11,033.08		\$1,039.49			
Restricted Corp Adv Adj	04 04 2019		\$100.00					\$11,033.08		\$100.00			
Restricted Corp Adv Adj	04 04 2019		\$336.72					\$11,033.08		\$336.72			
Restricted Corp Adv Adj	04 04 2019		\$181.30					\$11,033.08		\$181.30			
Restricted Corp Adv Adj	04 04 2019		\$303.00					\$11,033.08		\$303.00			
Restricted Corp Adv Adj	04 04 2019		\$65.00					\$11,033.08		\$65.00			
Restricted Corp Adv Adj	04 04 2019		\$19.11					\$11,033.08		\$19.11			
Restricted Corp Adv Adj	04 04 2019		\$200.00					\$11,033.08		\$200.00			
Restricted Corp Adv Adj	04 04 2019		\$1,593.99					\$11,033.08		\$1,593.99			
Restricted Corp Adv Adj	04 04 2019		\$1,893.81					\$11,033.08		\$1,893.81			
Restricted Corp Adv Adj	04 04 2019		\$19.00					\$11,033.08		\$19.00			
Restricted Corp Adv Adj	04 04 2019		\$100.00					\$11,033.08		\$100.00			
Restricted Corp Adv Adj	04 04 2019		\$83.00					\$11,033.08		\$83.00			
Restricted Corp Adv Adj	04 04 2019		\$33.00					\$11,033.08		\$33.00			
Restricted Corp Adv Adj	04 04 2019		\$377.86					\$11,033.08		\$377.86			
Restricted Corp Adv Adj	04 04 2019		\$347.30					\$11,033.08		\$347.30			
Restricted Corp Adv Adj	04 04 2019		\$1,168.16					\$11,033.08		\$1,168.16			
Restricted Corp Adv Adj	04 04 2019		\$83.00					\$11,033.08		\$83.00			

[illegible]





1. NAME

# **EXHIBIT “11”**



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

Fee \$36.00  
N/C Fee \$25.00

12/29/2004 10 32 25

T20040160005

Requestor:  
SOUTHWEST TITLE

Frances Deane KGP  
Clark County Recorder Pgs 23

23

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

## DEED OF TRUST

### DEFINITIONS

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

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

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

Borrower is the trustor under this Security Instrument.

(C) "Lender" is New Century Mortgage Corporation

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

1000584013

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

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VMP Mortgage Solutions (800)521 7291

Lender's address is 18400 Von Karman, Suite 1000, Irvine, CA 92612

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is SOUTHWEST TITLE

(E) "Note" means the promissory note signed by Borrower and dated December 23, 2004

The Note states that Borrower owes Lender TWO HUNDRED TWENTY-FOUR THOUSAND AND 00/100 Dollars

(U.S. \$224,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2035

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

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

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

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

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

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

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

(L) "Excluded 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) misrepresentation of, or omissions as to, the value and/or condition of the Property.

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

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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

which currently has the address of

3713 BRENTCOVE DRIVE

[Street]

North Las Vegas

[City], Nevada 89032

[Zip Code]

("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully 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 rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5, and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing in the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement, (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

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

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

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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12. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address, if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

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

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law, and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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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.

0000-6(NV) (0307).01

Page 13 of 15

Initials: TKA

1000584013

Form 3029 1/01

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

\_\_\_\_\_  
\_\_\_\_\_  
-Borrower (Seal)  
-Borrower

\_\_\_\_\_  
-Borrower (Seal)  
-Borrower

\_\_\_\_\_  
-Borrower (Seal)  
-Borrower

\_\_\_\_\_  
-Borrower (Seal)  
-Borrower

6(NV) (0307).01

Page 14 of 15

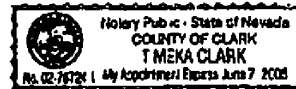
1000584013  
Form 3029 1/01

STATE OF NEVADA  
COUNTY OF *Clark*

This instrument was acknowledged before me on *Dec 23, 04* by  
*Tyrene K Armstrong*

*[Signature]*

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



*Tyrene K Armstrong*

6(NV) (0307), 01

Page 15 of 15

Initials: *TRH*

1000584013

Form 3029 1/01

Escrow No 04-12-0012TR

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

Lot One (1) in Block Four (4) of CHEYENNE RIDGE-UNIT 2A, as shown by map thereof on file in Book 54, of Plats, Page 67 and amended by Certificate of Amendment recorded January 8, 1993 in Book 930108 as Document No. 00777, Official Records in the Office of the County Recorder of Clark County, Nevada.



## ADJUSTABLE RATE RIDER

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

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

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

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

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

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

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

**(B) The Index**

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

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

NCMC  
12th Six Month LIBOR Adjustable Rate Rider  
RE-404 (111801)

Page 2 of 3

1000584013

**(C) Calculation of Changes**

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

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

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

**(D) Limit on Interest Rate Changes**

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

**(E) Effective Date of Changes**

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

**(F) Notice of Changes**

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

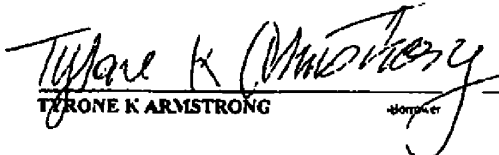
**11. GOVERNING LAW - SECURED NOTE**

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

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

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

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

  
\_\_\_\_\_  
TYRONE K. ARMSTRONG      Borrower      Borrower

\_\_\_\_\_  
Borrower      Borrower

\_\_\_\_\_  
Borrower      Borrower

\_\_\_\_\_  
Borrower      Borrower

(Sign Original Only)

NCMC  
2/28 Six Month TBR Adjustable Rate Rider  
RZ-409 (11/8/03)

Page 3 of 3

1000584013

Order: 710075825 Doc:  
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PAGE 19 OF 23 Created By: Nagaraja N Printed: 2/9/2015 3:49:08 PM IST

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R 001602

## PLANNED UNIT DEVELOPMENT RIDER

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

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

### [Property Address]

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

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

### [Name of Planned Unit Development]

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

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

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

1000584013

MULTISTATE PUD RIDER Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3160 1/01

VMP-7R (0405)

Page 1 of 3  
VMP Mortgage Solutions, Inc. (800)521-7291

Initials: *LKA*

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

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

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

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

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

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

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

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

7R (0405)

Page 2 of 3

Initials: *TRA*

1000584013

Form 3150 1/01

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

Tyrone K Armstrong (Seal)  
TYRONE K ARMSTRONG -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

 -7H (0405)

Page 3 of 3

1000584013  
Form 3150 1/01

## PREPAYMENT RIDER ADJUSTABLE RATE LOAN

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

New Century Mortgage Corporation

(the "Lender")

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

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

### 5. BORROWERS RIGHT TO PREPAY

I have the right to make prepayments of principal any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing I am doing so. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due dates of my monthly payments unless: the Note Holder agrees in writing to those changes. My partial prepayment may reduce the amount of my monthly payments after the first Change Date following my partial prepayment.

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

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

  
TYRONE K ARMSTRONG

NCMC  
Prepay Rider - ARM (Multi-state)  
KE-103 (03/08/02)

Page 1 of 1

1000584013

# **EXHIBIT “12”**



# Altisource®

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

Date: 07/21/2015  
VIA E-mail: \_\_\_\_\_

## First American Title Insurance Company

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

Dear Sir or Madam:

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

### Issues: Outstanding Lien

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

Amount: \$224,000.00

Dated: December 23, 2004

Trustor: Tyrone K Armstrong a single man

Trustee: Southwest title

Beneficiary: New Century Mortgage Corporation

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

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

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

Regards,  
Vijay Kumar K

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

**Thinking Ahead. Delivering Today.™**

12001 Science Drive, Suite 110, Orlando, FL 32826

USBNA00252

**Ocwen Title Issue Form**  
**Revised**

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

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

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

**The following title issue:**

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

---

**Title Issue:**

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

**Please describe above marked title issue in detail:**

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

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

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

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

**USBNA00253**

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

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

USBNA00254

# **EXHIBIT “13”**



**First American  
Title Insurance Company**  
CLAIMS SERVICES

07/28/2015

Alliance  
P.O. Box 101460  
Atlanta, Georgia 30348-5460  
Attn: Vijay Kumar K.

Re: Claim No. NV-1509011721  
Property: 3713 Brookcove Drive, North Las Vegas, NV 89072  
Borrower: Tyrone Armstrong  
Loan No. 7100758254  
Policy No. 21008643

Dear Vijay Kumar K:

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

Please be advised that First American Title Insurance Company stands at all times ready, willing, and able to issue its policy or policies of title insurance, insuring the insured at any sale or refinancing transaction held pursuant to the terms of the deed of trust insured by the above referenced policy and any subsequent REO purchasers and that purchaser's lender, which policy or policies of title insurance will not contain any exception regarding the senior unrecorded Deed of Trust recorded 12/29/2004 as instrument no. 20041239-2078, of official records, pertaining to the above referenced property. First American Title Company is also willing to provide Trustee Sale Guarantee services, if necessary.

The subject ALTA Loan Policy of Title Insurance, (10/17/92, NAD-221-001 (2001-11)), insures against loss or damage incurred as a result of a challenge to the lien priority of the insured Deed of Trust. If there is a senior lien which has a balance, or is attempting to foreclose on the property, then First American Title may have an obligation to step in and protect the insured's interest in the property. If the senior lien is attempting to foreclose or otherwise enforce its lien, then the insured has an obligation to notify First American Title immediately. In this case, however, the senior lien is not attempting enforcement, and First American Title has agreed to insure around the senior lien as the REO transaction.

The Policy does not insure that there are no unrecorded matters in the public records, nor does it insure against loss sustained because the insured's note and Deed of Trust cannot be assigned or sold on the secondary market due to the existence of an unrecorded lien.

This offer to insure is given on the condition (1) that any foreclosure advertisement shall contain the complete, accurate legal description of the property as shown on the title deed and shall contain the complete, accurate street/mailing address of the property and (2) that First American Title Company be given notice in writing at the Western Claims Department, 5 First American Way, Santa Ana, CA 92707 of any claim, demand, action or proceeding, made or brought attempting to enforce said encumbrance against the insured property, and that First American Title Company be given full opportunity in such case to defend against, satisfy or otherwise dispose of the said matters against the property.

5 First American Way, Santa Ana, CA 92707  
TEL: 714.250.4563 • FAX 714.824.5970  
www.firstam.com

FATIC003349



If you have any questions, or would like to discuss this matter further, please feel free to contact me  
via 1<sup>st</sup> class mail, by telephone at (714) 250-2101, or via e-mail at [shaddock@piryan.com](mailto:shaddock@piryan.com)

Thank you.

Sincerely,



Sam Shaddock  
Claims Specialist  
First American Title Company

FATIC003350

# **EXHIBIT “14”**

APN: 139-09-217-099

All APN:

Recording requested by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

When recorded, mail to:

Western Progressive - Nevada, Inc.  
1000 Abernathy Road; Ste 200  
Atlanta, GA 30328

*Bullington*  
*4/23*

Inst #: 20150914-0000173

Fees: \$17.00

N/C Fee: \$0.00

08/14/2015 08:01:55 AM

Receipt #: 2551555

Requestor:

PREMIUM TITLE TSG

Recorded By: DXI Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

## CERTIFICATE

### STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM

Property Owner(s):

ARMSTRONG, TYRONE

Property Address:

3713 Brentcove Dr  
North Las Vegas, NV 89032  
Clark Co.

Trustee:

Western Progressive - Nevada  
1000 Abernathy Rd  
Bldg 400 Ste 200  
Atlanta, GA 30328

Instrument Number:

20070125-0003978

Deed of Trust Doc Number:

01/25/2007

Book:

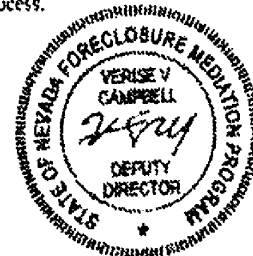
Page:

- ☐ Mediation Waived: The Beneficiary may proceed with the foreclosure process.
- ☒ Non-Applicable Property: The Beneficiary may proceed with the foreclosure process.
- ☐ No Agreement: A Foreclosure Mediation Conference was held on N/A. The parties were unable to agree to a resolution of this matter. The Beneficiary may proceed with the foreclosure process.
- ☐ Relinquish the Property: A Foreclosure Mediation Conference was held on N/A. The parties agreed homeowner would voluntarily relinquish the property. The mediation required by law has been completed in this matter. The Beneficiary may proceed with the foreclosure process.
- ☐ Grantor Non-Compliance: The Grantor or person who holds the title of record did not attend the Foreclosure Mediation Conference or failed to produce the necessary disclosure forms. The Beneficiary may proceed with the foreclosure process.
- ☐ Certificate Reissuance: The Beneficiary may proceed with the foreclosure process.
- ☐ Court Ordered: The Beneficiary may proceed with the foreclosure process.

NOD Date: 06-12-2015 Proof of Service Date: 06-22-2015

Certificate Issued Date: 08-24-2015

FMP CERT: 2015-08-24-0024



PHH154



# **EXHIBIT “15”**



Ocwen Loan Servicing, LLC  
WWW.OCWEN.COM  
Helping Homeowners is What We Do!

1661 Worthington Road, Suite 100  
West Palm Beach, FL 33409  
Toll Free: (800) 746 - 2936

11/29/2016

Loan Number: 7100758254

Tyrone Armstrong  
E-mail: knockoutcars@gmail.com

Property Address: 3713 Brentcove Dr  
North Las Vegas, NV 89032-3157

Dear Tyrone Armstrong,

Ocwen Loan Servicing, LLC (OCWEN) would like to take this opportunity to thank you for your recent communication regarding the above referenced loan. We appreciate the time and effort on your part to bring your concern to our attention. Pursuant to your request, we have reviewed the loan and below is our response to the concern raised.

**Concern#1** The request received to provide transaction history on the loan.

**Response** We acquired the servicing rights of the loan from Chase Manhattan Mortgage Corporation on 04/02/2012, with the loan due for 05/01/2009 payment. A review of Chase Manhattan Mortgage payment history indicates that they acquired the servicing rights of the loan in 05/07/2010 and we request you to contact them for their prior payment history.

We have submitted a request for the Payment History to be sent to your attention, which reflects all credits and disbursements, made towards the loan and the resulting loan status. Please allow sufficient time for the request to be processed.

For any further questions or concerns regarding the loan, you may contact our Customer Care Center at 1-800-746-2936 (Monday through Friday 8:00 am to 9:00 pm ET, Saturday 8:00 am to 5:00 pm ET and Sunday 9:00 am to 9:00 pm ET).

NMLS # 1852

RRCMAINLTRE

*This communication is from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.*

Page 1 of 2

PHH349

Report Recommendation History

PHH519

Report Recommendation History

View  
this page

PHH520

# **EXHIBIT “16”**

Inet #: 20170119-0001205

Fees: \$21.00

N/C Fee: \$0.00

01/19/2017 10:28:53 AM

Receipt #: 2985352

Requestor:

RECONTRUST COMPANY NA

Recorded By: CDE Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Tax ID: 139-09-217-099

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



UID:652744e8-7f84-435f-b2f5-84b6cd9e8af1  
DOCID\_2006998021220100

### SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WHEREAS, TYRONE K ARMSTRONG

is the trustor, NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS ATTORNEY-IN-FACT is the current beneficiary ("Beneficiary") and SOUTHWEST TITLE was the original trustee under that certain Deed of Trust dated 12/23/2004 and recorded 12/29/2004, as Instrument or Document No.20041228-0002078, 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

Trustee:

ReconTrust Company, N.A.

By: \_\_\_\_\_

Jesse Lester  
Assistant Vice President

By: \_\_\_\_\_

Trisha Baca  
Assistant Vice President

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

Document Prepared By And  
When Recorded Return To:  
ReconTrust Company, N.A./Lien Release  
TX2-979-01-18 REL  
P O. BOX 619040  
Dallas, TX 75281-9943  
(800) 540-2684

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

**Notarial Acknowledgment**

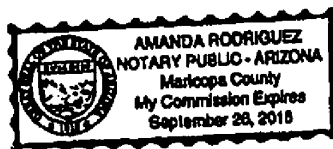
DOCID\_2006996021220100

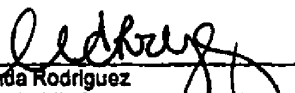
Attached to Substitution of Trustee and Full Reconveyance dated: 01/09/2017  
2 pages including this page

STATE OF ARIZONA,  
COUNTY OF MARICOPA

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

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



  
Amanda Rodriguez  
Notary Public for said State and County

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

Document Prepared By And  
When Recorded Return To:  
ReconTrust Company, N.A./Lien Release  
TX2-979-01-19 REL  
P.O. BOX 619040  
Dallas, TX 75261-9843  
(800) 540-2684

# **EXHIBIT “17”**



Home (/AcclaimWeb/) > Search (/AcclaimWeb/Search) > Search By Parcel (/AcclaimWeb/Search/SearchByParcel)

## Parcel #

Parcel # 139-09-217-099

Parcel # Exact

Date Range Specific Date Range

From Date 01-01-2004

To Date 10-21-2020

Select Doc Type

Document Type Document Type Groups

## Help

**Parcel Number**  
Parcel # Enter the specific legal parcel such as 176-15-301-024

**Parcel #** Use this to either begin your Search with "Starts With", "Contains", or is an "Exact" match of your entry

**Date Range**  
You can choose a specific recording date range or choose from pre-selected date ranges to narrow your search

**Document Type**  
Limit your search by specific types of documents or by groups of similar document types.

**Search by Address**  
To search by address, please click here: Assessor Search  
(https://maps.clarkcountynv.gov/assessor/AssessorParcelDetailSite.aspx)

1 of 21 items

Reset Search

Export to CSV

Record #	Parcel # - A claim	First Party	First Cross	#	Intervenor	D	M	Recor	Legal Description (if Ac
<a href="#">Add To Cart</a>	139-09-217-099	US BANK NATIONAL ASSOCIATION	ARMSTRONG TYRONE KEITH	3	20140627	LIS	PENDENS	06/27/2019 12:14:00 PM	
<a href="#">Add To Cart</a>	139-09-217-099	ARMSTRONG TYRONE K	PROGRESSIVE WESTERN	4	20190813	NOTICE OF TRUSTEE SALE		08/13/2019 1:10:33 PM	
<a href="#">Add To Cart</a>	139-09-217-099	ARMSTRONG TYRONE K	WESTERN PROGRESSIVE- NEVADA INC	2	20190113	CERTI FORECLO MEDIATIO NEVADA		01/30/2019 8:27 AM	
<a href="#">Add To Cart</a>	139-09-217-099	ARMSTRONG TYRONE K	WESTERN PROGRESS-VE- NEVADA INC	8	20180531	DEFA A ELECTION TO SELL		05/31/2018 9:45:37 AM	
<a href="#">Add To Cart</a>	139-09-217-099	WESTERN PROGRESSIVE- NEVADA INC	ARMSTRONG TYRONE K	2	20180118	DEFA RESC		01/18/2018 8:21:18 AM	
<a href="#">Add To Cart</a>	139-09-217-099	NEW CENTURY MORTGAGE CORPORATION	ARMSTRONG TYRONE K	2	20170119	SUBS		01/19/2017 10:28:53 AM	
<a href="#">Add To Cart</a>	139-09-217-099	ARMSTRONG TYRONE K	WESTERN PROGRESS-VE- NEVADA INC	3	20151124	NOTICE OF TRUSTEE SALE		11/24/2015 1:50 PM	

<a href="#">Add To Card</a>	139-09-217-099	ARMSTRONG TYRONE	WESTERN PROGRESSIVE- NEVADA INC	7	20150914	CERTI FORECLO MEDIATIO NEVADA	09/14/2015 8:15 AM	
<a href="#">Add To Card</a>	139-09-217-099	ARMSTRONG TYRONE K		1	20150729	HOME	07/29/2015 12:38:12 PM	
<a href="#">Add To Card</a>	139-09-217-099	ARMSTRONG TYRONE K	WESTERN PROGRESSIVE- NEVADA INC	8	20150512	DEFA & ELECTION TO SELL	05/12/2015 9:53 AM	
<a href="#">Add To Card</a>	139-09-217-099	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION EE	3	20150405	ASSIG	04/05/2015 8:55 AM	
<a href="#">Add To Card</a>	139-09-217-099	US BANK NATIONAL ASSOCIATION EE	WESTERN PROGRESSIVE NEVADA INC	2	20140121	SUBS TRUS	01/21/2014 8:39 AM	
<a href="#">Add To Card</a>	139-09-217-099	COOPER CASTLE LAW FIRM LLP	ARMSTRONG TYRONE K	2	20121011	OFFA RESCI	10/11/2012 12:20 PM	
<a href="#">Add To Card</a>	139-09-217-099	ARMSTRONG TYRONE	COOPER CASTLE LAW FIRM LLP THE	4	20100506	BREA & ELECTION TO SELL	05/06/2010 11:20 AM	
<a href="#">Add To Card</a>	139-09-217-099	US BANK NATIONAL ASSOCIATION EE	COOPER CASTLE LAW FIRM LLP	1	20100506	SUBS TRUS	05/06/2010 11:20 AM	
<a href="#">Add To Card</a>	139-09-217-099	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC	US BANK NATIONAL ASSOCIATION EE	1	20100506	ASSIG	05/06/2010 11:20 AM	
<a href="#">Add To Card</a>	139-09-217-099	RECONTRUST COMPANY NA	ARMSTRONG TYRONE K	2	20070209	SUBS	02/09/2007 8:12 AM	APN 139-09-217-099
<a href="#">Add To Card</a>	139-09-217-099	ARMSTRONG TYRONE K	BNC MORTGAGE INC	23	20070129	DEED OF TRUST	01/29/2007 2:52 PM	APN 139-09-217-099
<a href="#">Add To Card</a>	139-09-217-099	FINANCE AMER CA LLC	ARMSTRONG TYRONE K	1	20050119	SUBS	01/19/2005 3:48 PM	APN 139-09-217-099
<a href="#">Add To Card</a>	139-09-217-099	ARMSTRONG TYRONE K	NEW CENTURY MORTGAGE CORPORATION	23	20041228	DEED OF TRUST	12/28/2004 10:32 AM	APN 139-09-217-099
<a href="#">Add To Card</a>	139-09-217-099	WELLS FARGO HOME MORTGAGE INC	ARMSTRONG TYRONE K	2	20040517	SUBS	01/12/2004 4:55 PM	APN 139-09-217-099

500 Items per page

1 - 21 of 21 items Acc

# **EXHIBIT “18”**

*Steven D. Grierson*

MISC

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 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 TYRONE KEITH ARMSTRONG,  
10 Plaintiff,

Case No:  
Dept No:

11 vs.

VERIFIED COMPLAINT FOR:

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

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

22 Defendants.

23 **VERIFIED COMPLAINT**  
24 **(ARBITRATION EXCEPTION CLAIMED: TITLE TO REAL PROPERTY)**

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

27 **I. PARTIES**

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

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

2 111. As a result of Defendants' conduct, Plaintiff has been damaged in an amount in excess of  
3 \$15,000.00.


4 **WHEREFORE**, Defendant prays for judgment as follows:

- 5 1. For the foreclosure sale to be enjoined by a preliminary and/or permanent injunction.  
6  
7 2. A judicial declaration that the title to the subject Property is vested in Plaintiff alone and  
8 that Defendants, and all other persons unknown, and each of them be declared to have no right,  
9 title, estate, lien or interest in the real property described in the complaint adverse to Plaintiff's  
10 ownership, or any cloud upon Plaintiff's title thereto.  
11  
12 3. That Defendants, and all other persons unknown, their agents or assigns, be forever  
13 enjoined from asserting any right, title, estate, lien or interest in the real property described in  
14 the complaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto.  
15  
16 4. Compensatory, special, general and punitive damages.  
17  
18 5. For such other and further relief as the Court deems just and proper.

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DATED this 18<sup>th</sup> day of June, 2019.

By: \_\_\_\_\_

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

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4 I, TYRONE KEITH ARMSTRONG, under penalty of perjury, state:  
5  
6 1. That I am the Plaintiff in this matter.  
7  
8 2. That I am over 18 years of age and competent to testify to the facts herein.  
9  
10 3. That I have read the above and foregoing *Verified Complaint* and know the contents  
11 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.

14 DATED this 18<sup>th</sup> day of June, 2019.

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*Steven D. Grierson*

LISP

TYRONE KEITH ARMSTRONG  
3713 Brentcove Drive  
North Las Vegas, Nevada 89031  
Telephone: (702) 491-8426  
Email: [performanceoneautomotive@gmail.com](mailto:performanceoneautomotive@gmail.com)  
*Plaintiff Pro Se*

DISTRICT COURT

CLARK COUNTY, NEVADA

TYRONE KEITH ARMSTRONG,  
  
Plaintiff,

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

vs.


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

NOTICE OF LIS PENDENS

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

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

5 DATED this 18<sup>th</sup> day of June, 2019.  
6  
7  
8


9 By:   
10 TYRONE KEITH ARMSTRONG  
11 3713 Brentcove Drive  
12 North Las Vegas, Nevada 89032  
13 (702) 491-8426  
14 [performanceoneautomotive@gmail.com](mailto:performanceoneautomotive@gmail.com)  
15 Plaintiff Pro Se  
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1 Mortgage Pass-Through Certificates, Series 2007-BC3 (hereinafter referred to as "U.S. Bank");  
2 OCWEN LOAN SERVICING, LLC ("Ocwen"); PHH MORTGAGE CORPORATION  
3 ("PHH"); WESTERN PROGRESSIVE-NEVADA, INC. ("Western"); BNC MORTGAGE, INC.  
4 ("BNC"); DOES I through 20; ROE BUSINESS ENTITIES 1-20; and all other persons unknown  
5 claiming any right, title, estate, lien or interest in the real property described in the complaint  
6 adverse to Plaintiff's ownership, from foreclosing on Plaintiff's home located at 3713 Brentcove  
7 Drive, North Las Vegas, Nevada 89032.  
8

9 This Motion is made and based upon the papers and pleadings on file herein, the attached  
10 memorandum of points and authorities, the affidavit of TYRONE KEITH ARMSTRONG, and  
11 any oral argument permitted by the Court.  
12

13 DATED this 25<sup>th</sup> day of June, 2019.

14  
15 By:   
16 TYRONE KEITH ARMSTRONG  
17 3713 Brentcove Drive  
18 North Las Vegas, Nevada 89032  
19 (702) 491-8426  
20 [performanceautomotive@gmail.com](mailto:performanceautomotive@gmail.com)  
21 Plaintiff Pro Se  
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1 9. That if the trustee sale proceeds, Plaintiff will lose his home of 20 years, be evicted from  
2 his home and irreparable harm will result.

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

4 DATED this 25<sup>th</sup> day of June, 2019.  
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8   
9 TYRONE KEITH ARMSTRONG  
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**May 3<sup>rd</sup> Raleigh Decl.**

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

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

11 TYRONE KEITH ARMSTRONG,  
12 Plaintiff,

13 vs.

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

19 Defendants.

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

**DECLARATION OF DERRICK RALEIGH**

20 **AND RELATED COUNTERCLAIM**  
21

22 I, Derrick Raleigh, declare as follows:

23 1. I am a Loan Analyst employed by Ocwen Financial Corporation, whose indirect  
24 subsidiary is the servicer PHH Mortgage Corporation, successor to prior servicer Ocwen Loan  
25 Servicing, LLC ("PHH"). I have personal knowledge of the facts stated herein, and I am  
26 authorized to make this declaration.

27 2. In my capacity as a Loan Analyst at PHH, I have access to the business records in  
28 the custody and control of PHH as they relate to the documents and facts referred to herein. I am

1 familiar with PHH's business records and loan servicing systems, which includes records from the  
2 prior loan servicers, the beneficiary, and foreclosure agents or trustees. I make this declaration  
3 based upon my personal knowledge, my experience as a Loan Analyst, and my knowledge and  
4 review of PHH's record-keeping systems and business records created and kept in the regular  
5 course of business as a servicer for and on behalf of the beneficiary. The records upon which I  
6 base this declaration are made in the ordinary course of business by persons who have a business  
7 duty to make such records of PHH, including those records from the predecessor servicer. The  
8 records are made at or near the time of the occurrence of the events that are recorded by persons  
9 with knowledge of the activity and transactions reflected in such records and are kept in the course  
10 of business activity conducted regularly by PHH. I have personally reviewed the records as they  
11 relate to this action and documents as set forth herein.

12 3. PHH is the servicer and has a power of attorney herein on behalf of U.S. Bank  
13 National Association, As Trustee for Structured Asset Securities Corporation Mortgage Pass-  
14 Through Certificates, Series 2007-BC3, the current assignee beneficiary of the loan that is the  
15 subject of this action. The subject loan was obtained in the name of Tyrone K. Armstrong as the  
16 borrower ("Armstrong") on or about January 18, 2007 in the principal amount of \$237,000.00 (the  
17 "Loan"). Armstrong's Loan is documented by an Adjustable Rate Note dated January 18, 2007 in  
18 favor of the lender BNC Mortgage, Inc. ("BNC") endorsed in blank and with Addendums and  
19 bearing the signature of Armstrong.

20 4. The document Bates numbered PHH470-484 and attached hereto as Exhibit "A" is  
21 a true and correct copy of Armstrong's November 20, 2006 Uniform Residential Loan  
22 Application, which was among the loan origination documents received upon service transfer to  
23 PHH and maintained as part of its servicing records.

24 5. The document Bates numbered PHH485-488 and attached hereto as Exhibit "B" is  
25 a true and correct copy of Armstrong's 2007 Settlement Statement, which was among the loan  
26 origination documents received upon service transfer to PHH and maintained as part of its  
27 servicing records.  
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6. The document Bates numbered PHH1617-1628 and attached hereto as Exhibit "C" is a true and correct copy of the 2007 BNC Wire Itemization and Loan Fee Disbursement and related items, which were among the loan origination documents received upon service transfer to PHH and maintained as part of its servicing records.

7. The document Bates numbered PHH232-236 and attached hereto as Exhibit "D" is a true and correct copy of a March 28, 2011 letter from Plaintiff to Chase Home Finance, which was among the servicing records received upon service transfer to PHH and maintained as part of its servicing records.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 3 day of May, 2021.

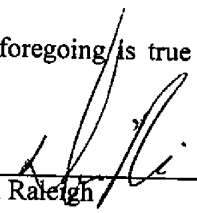
  
Derrick Raleigh

EXHIBIT A

EXHIBIT A

# 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 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 this 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	
<b>I. TYPE OF MORTGAGE AND TERMS OF LOAN</b>			
Mortgage Applied For: <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (specify): <input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural Housing Service		Agency Case Number: _____ Lender Case Number: _____	
Amount \$	Interest Rate	No. of Months	Amortization Type:
237,000	6.400 %	600000	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (specify): <input type="checkbox"/> ARM <input type="checkbox"/> ARM type: _____
<b>II. PROPERTY INFORMATION AND PURPOSE OF LOAN</b>			
Subject Property Address (street, city, state, & ZIP): 3713 BRENT COVE DR, North Las Vegas, NV 89032 Country: Other			No. of Units: _____ Year Built: 1998
Legal Description of Subject Property (attach description if necessary): SEE PRELIMS			
Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (specify): <input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent		Property ID No.: _____ <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 Last Acquired: _____ Original Cost: _____ Amount Existing Loan: _____ (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 Loan: _____ Purpose of Refinance: _____ Describe Improvements: <input type="checkbox"/> made <input type="checkbox"/> to be made 1998 \$ 224,000 No Cash-Out/Other Cost \$ _____			
This will be held in what Name(s): TYRONE ARNEST RICHINO		Manner in which this will be held: Single man	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (specify): Equity from Subject Property		State will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (specify term): _____	
<b>III. BORROWER INFORMATION</b>			
Borrower's Name (include Jr. or Sr. if applicable): TYRONE ARNEST RICHINO		Co-Borrower's Name (include Jr. or Sr. if applicable): _____	
Social Security Number: _____ Home Phone (incl. area code): 251-31-8276 DOB (month/year): 10/04/1982	Social Security Number: _____ Home Phone (incl. area code): _____ DOB (month/year): _____	Married: <input type="checkbox"/> Unmarried (specify single): <input type="checkbox"/> <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	
Present Address (street, city, state, ZIP): 3713 BRENT COVE DR North Las Vegas, NV 89032	Present Address (street, city, state, ZIP): Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____	Present Address (street, city, state, ZIP): Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____	
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): _____ Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____		Former Address (street, city, state, ZIP): _____ Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____	
Former Address (street, city, state, ZIP): _____ Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____		Former Address (street, city, state, ZIP): _____ Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____	

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ALISEN HATFIELD

No. 5572 V. 6 P. 84

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer KNOCK OUT AUTO SALES 8250 MOUNTAIN VIEW Henderson, NV 89014	<input type="checkbox"/> Self Employed Yrs. on this job 4 yrs(s) & mths(s) Yrs. employed in this line of work/profession 10	Name & Address of Employer	<input type="checkbox"/> Self Employed Yrs. on this job	Name & Address of Employer	<input type="checkbox"/> Self Employed Yrs. employed in this line of work/profession
Position/Title/Type of Business OWNER	Business Phone (incl. area code) 702-481-0443	Position/Title/Type of Business	Business Phone (incl. area code)	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)	Name & Address of Employer	<input type="checkbox"/> Self Employed Dates (from-to)
Monthly Income \$		Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	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)	Name & Address of Employer	<input type="checkbox"/> Self Employed Dates (from-to)
Monthly Income \$		Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	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)	Name & Address of Employer	<input type="checkbox"/> Self Employed Dates (from-to)
Monthly Income \$		Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	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)	Name & Address of Employer	<input type="checkbox"/> Self Employed Dates (from-to)
Monthly Income \$		Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	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						
Other Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Proposed	Proposed
Base Empl. Income*	\$ 10,000.00	\$	\$ 10,000.00	Rent	\$	\$
Overtime				Prnt Mortgage (P&I)	1,241.00	1,241.00
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 (specify source and file in "Other Income" sheet)				Mortgage Assn. Fees		
				Other		
<b>Total</b>	<b>\$ 10,000.00</b>	<b>\$</b>	<b>\$ 10,000.00</b>	<b>Total</b>	<b>\$ 1,445.00</b>	<b>\$ 1,445.00</b>

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.  
 Describe Other Income: None (Indicate if other sources of income are reported elsewhere on this form.)

MO	Monthly Amount
	\$

Fannie Mae Form 1003 07/05  
CALYX Form L200002 Rev 05/05

Page 2 of 3

Borrower TH  
Co-Borrower

Fannie Mae Form 05 07/05

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ASSETS		LIABILITIES	
<b>Description</b> Cash deposit held by: List checking and savings accounts below	<b>Cost or Market Value</b> \$	<b>Name and address of Company</b> COUNTRYWIDE HOME LOANS Acct. no. 811100118	<b>Monthly Payment &amp; Months Left to Pay</b> \$ Payment/Months \$ 1,420
<b>Name and address of Bank, BNL, or Credit Union</b> BANK OF AMERICA Acct. no.	<b>Unpaid Balance</b> \$ 228,820	<b>Name and address of Company</b> BK OF AMERICA Acct. no. 692100210000	<b>Monthly Payment &amp; Months Left to Pay</b> \$ Payment/Months \$ 204
<b>Name and address of Bank, BNL, or Credit Union</b> Acct. no.	<b>Unpaid Balance</b> \$ 17,812	<b>Name and address of Company</b> BANK OF AMERICA Acct. no. 443710351187	<b>Monthly Payment &amp; Months Left to Pay</b> \$ Payment/Months \$ 187
<b>Leasing &amp; Bonds (Company name-number description)</b> Acct. no.	<b>Unpaid Balance</b> \$ 7,489	<b>Name and address of Company</b> CITI Acct. no. 744110077911	<b>Monthly Payment &amp; Months Left to Pay</b> \$ Payment/Months \$ 110
<b>Life Insurance net cash value</b> Face amount \$	<b>Unpaid Balance</b> \$ 3,088	<b>Name and address of Company</b> CIBC/EVERETT Acct. no. 801100830001	<b>Monthly Payment &amp; Months Left to Pay</b> \$ Payment/Months \$ 72
<b>Real estate owned (order market value from schedule of real estate owned)</b> 308,000	<b>Unpaid Balance</b> \$ 3,840	<b>Name and address of Company</b> WELLS FARGO BANK Acct. no. 440020011000	<b>Monthly Payment &amp; Months Left to Pay</b> \$ Payment/Months \$ 89
<b>Vested interest in retirement fund</b> Net worth of business (not owned) (which is not a liability)	<b>Unpaid Balance</b> \$ 3,371	<b>Name and address of Company</b> Automobile Payments Owed to: Acct. no.	<b>Monthly Payment &amp; Months Left to Pay</b> \$ Payment/Months \$
<b>Automobiles owned (make and year)</b> 1988 MERCEDES GL 300 2002 JAGUAR XTYPE 2002 FORD AOD Other Assets (Bonds) PERSONAL PROPERTY	<b>Unpaid Balance</b> \$ 10,000 \$ 21,800 \$ 4,000 \$ 100,000	<b>Name and address of Company</b> Job-Related Expenses (car, cell phone, etc.) Acct. no.	<b>Monthly Payment &amp; Months Left to Pay</b> \$ Payment/Months \$
<b>Total Assets</b>	<b>\$ 403,000</b>	<b>Total Monthly Payments</b>	<b>\$ 845</b>
<b>Schedule of Real Estate Owned (if additional price is not owned, use continuation sheet)</b> <b>Property Address (enter if sold, P if pending sale or R if rental being held for income)</b> 3713 BRENT GORE DR North Las Vegas, NV 89032	<b>Type of Property</b> RFR	<b>Present Market Value</b> \$ 308,000	<b>Amount of Mortgage &amp; Lien</b> \$ 228,820
<b>Gross Rental Income</b> \$ 1,420	<b>Mortgage Payments</b> \$ 1,420	<b>Insurance, Maintenance, Taxes &amp; Misc.</b> \$ 845	<b>Net Rental Income</b> \$
<b>Total</b>	<b>\$ 308,000</b>	<b>\$ 228,820</b>	<b>\$ 7,429</b>
<b>Unpayable additional names under which credit has previously been received and indicate appropriate credit name(s) and account number(s):</b> Alternate Name Creditor Name Account Number			

## IX. ACKNOWLEDGEMENT AND AGREEMENT

**Anti-Defamation.** Each of the undersigned hereby acknowledges that any donor of the Loan, its services, successors and assigns, may orally or secretly or by any other means, in this application or in any communication or file relating to the Loan, for any legitimate purpose through any means, including a source listed in this application or a confidential source, reveal any information that may be confidential or otherwise subject to a duty of confidentiality.

2. INFORMATION FOR GOVERNMENT MONITORING PURCHASES

BORROWER		CO-BORROWER	
Ethnicity	<input type="checkbox"/> I do not wish to furnish this information	Ethnicity	<input type="checkbox"/> I do not wish to furnish this information
Race:	<input type="checkbox"/> Hispanic or Latino <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	Race:	<input type="checkbox"/> Hispanic or Latino <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	Interviewer's Name (first and last)	Name and Address of Interviewer's Employer
This application was obtained by:	<b>OSCAR GOMEZ</b>	<b>ASPEN HOMES LEAH</b>
② Face-to-face interview	Interviewer's Signature	<b>626 E. STATE RD</b>
① Mail	<i>[Signature]</i>	<b>Cedar City, UT 84720</b>
③ Telephone	Date <b>1/15/92</b>	<b>(P) 702-626-1781</b>
④ Informal	Interviewer's Phone Number (not. area code)	<b>(P) 702-643-4467</b>
	<b>702-734-8690</b>	

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ALTEEN HATFIELD

NO. 3111 P. 07

Continuation Sheet/Residential Loan Application	
Use this continuation sheet if you need more space to complete the Residential Loan Application. Attach to the Summary or C for Co-Servicer.	Borrower: <b>TYRONNE ARMSTRONG</b> Co-Servicer:
Agency Case Number:  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	\$ Pay/Mo.	
Acct. no.	0	Acct. No. 840704160271785	01	2,400
Name and address of Bank, S&L, or Credit Union		Name and address of Company WYOMING MUTUAL/PROVIDENT	\$ Pay/Mo.	
Acct. no.	5	Acct. No. 1020870620	02	1,637
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. no.	5	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. no.	0	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. no.	5	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. no.	0	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. no.	5	Acct. No.		

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: *Tyronne Armstrong* Date: *1-18-07* Co-Servicer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Fannie Mae Form 1003 07/06 CALVA Form 1003 Lender/Loan Officer 07/06 Page 6 of 8 Fannie Mae Form 1003 07/06

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R 001643

## 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 liability 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	
<b>I. TYPE OF MORTGAGE AND TERMS OF LOAN</b>			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	Other (explain):	Agency Case Number
Amount \$	237,000	Interest Rate	6.999 %
No. of Months	600/100	Amortization Type:	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> ARM (specify):
<b>II. PROPERTY INFORMATION AND PURPOSE OF LOAN</b>			
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
688 PRELIMS			1988
Purpose of Loan		Property will be:	
<input checked="" type="checkbox"/> Purchase <input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction <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.		(b) Cost of Improvements	
Year Last Acquired	Original Cost	Amount Existing Liens	Total (a+b)
Complete this line if this is a refinance loan.		Describe improvements <input type="checkbox"/> made <input type="checkbox"/> to be made	
Year Acquired	Original Cost	Amount Existing Liens	Cost \$
1988		224,000	
This will be held in what Name(s)		Mortgage 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:	
Equity from Subject Property		<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Lifehold (tenor expiration date)	
<b>III. BORROWER INFORMATION</b>			
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 (ext. area code)		Social Security Number / Home Phone (ext. area code)	
281-31-4226 / 702-631-4300		DOB (mm/dd/yyyy) / Yrs. School	
10/06/1962 / 12			
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)		<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	
Dependents (not filed by Co-Borrower) no		Dependents (not filed by Borrower) no	
Present Address (street, city, state, ZIP)		Present Address (street, city, state, ZIP)	
3713 BRENT COVE DR			
North Las Vegas, NV 89032			
Mailing Address, if different from Present Address		Mailing Address, if different from Present Address	
If mailing of present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP)		Former Address (street, city, state, ZIP)	
Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____		Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____	
Former Address (street, city, state, ZIP)		Former Address (street, city, state, ZIP)	
Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____		Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____	

Jan. 16, 2007 6:35PM

No. 5062 P. 10

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer KNOCK OUT AUTO SALES 6280 MOUNTAIN VISTA Henderson, NV 89014	<input type="checkbox"/> Self Employed Yes, on this job & yrs. & mths. (d) Yrs. employed in this line of work/profession 10	Name & Address of Employer	<input type="checkbox"/> Self Employed Yes, on this job	Name & Address of Employer	<input type="checkbox"/> Self Employed Yes, employed in this line of work/profession
Position/Title/Type of Business OWNER	Business Phone (incl. area code) 702-461-9443	Position/Title/Type of Business	Business Phone (incl. area code)	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)	Monthly Income \$	Name & Address of Employer	<input type="checkbox"/> Self Employed
Position/Title/Type of Business	Business Phone (incl. area code)	Dates (from-to)	Monthly Income \$	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer	<input type="checkbox"/> Self Employed
Position/Title/Type of Business	Business Phone (incl. area code)	Dates (from-to)	Monthly Income \$	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer	<input type="checkbox"/> Self Employed
Position/Title/Type of Business	Business Phone (incl. area code)	Dates (from-to)	Monthly Income \$	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer	<input type="checkbox"/> Self Employed
Position/Title/Type of Business	Business Phone (incl. area code)	Dates (from-to)	Monthly Income \$	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer	<input type="checkbox"/> Self Employed
Position/Title/Type of Business	Business Phone (incl. area code)	Dates (from-to)	Monthly Income \$	Position/Title/Type of Business	Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Overseas Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expenses	Present	Proposed
Base Emp. Income*	\$ 10,000.00	\$	\$ 10,000.00	Rent	\$	
Overtime				First Mortgage (P&G)	1,241.00	1,294.88
Spouse				Other Financing (P&G)		
Commission				Hazard Insurance	87.00	87.00
Dividend/Interest				Real Estate Taxes	117.00	117.00
Net Rental Income				Mortgage Insurance		
Other passive activities, net of the net loss or vacancy (other income, capital)				Homeowner Assn. Dues		
				Other		
Total	\$ 10,000.00	\$	\$ 10,000.00	Total	\$ 1,425.00	\$ 1,398.88

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

Declarer's Other Income: **None**. **Adversely**, child support, a spouse's maintenance income need not be revealed if the borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

BC	Monthly Amount
	\$

PHH476



## IX. ACKNOWLEDGEMENT AND AGREEMENT

**Disclaimer:** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicer, 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.

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

Borrower(s) <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 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	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	<input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White		

Sex	<input type="checkbox"/> Female	<input checked="" type="checkbox"/> Male	Spec	<input type="checkbox"/> Female	<input checked="" type="checkbox"/> Male
To be Completed by Interviewer This application was taken by:			Name and Address of Interviewer's Employer FIDELITY HOMER LOAN		
<input checked="" type="checkbox"/> Face-to-Face Interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet			2756 E. DESERT HILL RD BLVD 270 Los Vegas, NV 89121 (P) 702-492-1781 (F) 702-457-8887		
Interviewer's Name (print or type) OSCAR GOMEZ			Date 11/24/11		
Interviewer's Address [Signature]					
Interviewer's Phone Number (incl. area code) 702-784-8800					



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	Debit or Credit	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./Mos.	\$
Acct. no.	B	Acct. No. 4410924769271729	\$1	2,886
Name and address of Bank, S&L, or Credit Union		Name and address of Company WASH MUTUAL/PROVIDENT	\$ Payt./Mos.	\$
Acct. no.	B	Acct. No. 1000870820	\$2	1,437
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	B	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	B	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	B	Acct. No.	\$ Payt./Mos.	\$
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	B	Acct. No.	\$ Payt./Mos.	\$

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: <i>Tyrone Armstrong</i>	Date: 11-20-06	Co-Borrower's Signature:	Date:
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Provide New Form 1003 07/06  
CALYX Form 1003 Lender Use 1/06  
Page 6 of 7  
Provide New Form 65 07/06

PHH479

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R 001648

## 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 borrower 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	
<b>I. TYPE OF MORTGAGE AND TERMS OF LOAN</b> Mortgage Applied for: <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> FHA <input type="checkbox"/> USCMR/USCMR <input type="checkbox"/> Other (specify): _____ Agency Case Number: _____ Lender Case Number: _____			
Amount \$	237,000	Interest Rate	6.810 %
No. of Months	600/200	Amortization Type	<input type="checkbox"/> Fixed Rate <input type="checkbox"/> ARM (specify): _____
<b>II. PROPERTY INFORMATION AND PURPOSE OF LOAN</b> Subject Property Address (street, city, state, & ZIP): 3713 BRENT COVE DR, North Las Vegas, NV 89032 County: Clark No. of Units: 4 Legal Description of Subject Property (attach description if necessary): Year Built: 1989 SEE PRELIMS			
Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (specify): _____		Property will be: <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 Bidding Lines: _____		(b) Present Value of Lot: _____ (c) Cost of Improvements: _____ Total (a+b): _____	
Complete this line if this is a refinance loan. Year Acquired: 1989 Original Cost: _____ Amount Existing Liens: 224,000		Purpose of Refinance: <input type="checkbox"/> Rate <input type="checkbox"/> Cash-Out/Other: _____ Cost: \$ _____	
LTS will be held in what tenor(s): TYRONE ARMSTRONG		Manner in which Title will be held: Single man	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (specify): Equity from Subject Property		Title will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (specify term): _____	
<b>III. BORROWER INFORMATION</b> Borrower's Name (include Jr. or Sr. if applicable): TYRONE ARMSTRONG Social Security Number: 792-451-4895 Home Phone (incl. area code): 702-451-4895 DOB (mm/dd/yyyy): 12/18/1962 Yrs. School: 12 Co-Borrower's Name (include Jr. or Sr. if applicable): _____ Social Security Number: _____ Home Phone (incl. area code): _____ DOB (mm/dd/yyyy): _____ Yrs. School: _____			
<input type="checkbox"/> Married <input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated <input type="checkbox"/> Other (specify): _____		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated <input type="checkbox"/> Other (specify): _____	
Present Address (street, city, state, ZIP): 3713 BRENT COVE DR North Las Vegas, NV 89032 Mailing Address, if different from Present Address: _____		Present Address (street, city, state, ZIP): _____ 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): _____ Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____		Former Address (street, city, state, ZIP): _____ Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____	
Former Address (street, city, state, ZIP): _____ Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____		Former Address (street, city, state, ZIP): _____ Own <input type="checkbox"/> Rent <input type="checkbox"/> No. Yrs. _____	

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on the job & yrs. in this line of work/profession	Name & Address of Employer	<input type="checkbox"/> Self Employed	Yrs. on the job & yrs. in this line of work/profession
Position/Title/Type of Business	Business Phone (incl. area code)		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	Date (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Date (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	Date (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Date (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	Date (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Date (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	Date (from-to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Date (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 COMPLETED HOUSING EXPENSE INFORMATION						
Source	Borrower	Co-Borrower	Total	Completed Monthly Housing Expense	Present	Proposed
Monthly Income						
Base Empl. Income*	\$ 10,000.00	\$	\$ 10,000.00	Rent	\$	\$
Overhead				First Mortgage (P&I)	1,241.00	\$ 1,241.00
Bonuses				Other Payments (P&I)		
Commissions				Hazard Insurance	87.00	87.00
Dividend/Interest				Real Estate Taxes	117.00	117.00
Net Rental Income				Mortgage Insurance		
Other Income (specify source in "Notes" section)				Homeowner Assn. Dues		
				Other		
Total	\$ 10,000.00	\$	\$ 10,000.00	Total	\$ 1,445.00	\$ 1,445.00

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.  
 Describe Other Income: *None* *Alimony, child support, or separate maintenance income not yet received if the Borrower(s) or Co-Borrower(s) does not elect to have it considered for paying this loan.*

BO	Monthly Amount
	\$

## PLANTS AND PLANT LIFE

**VI. CO-BROWNER INFORMATION**

The statement and any applicable supporting schedules may be completed only by Co-Browners who are the Unaffiliated Co-Browners. If the assets and liabilities are jointly owned so that the statement can be reasonably and fairly prepared on a combined basis, separate statements and schedules are required. If the Co-Browner (owner) is completed about a non-applicable spouse or other person, the statement and supporting schedules must be completed by that spouse or other person also.

Domesticated ☒ Solitary ☐ Non Solitary

Description		ASSETS	LIABILITIES	Net Worth	
Cash (does not include cash on hand)		\$			
Accounts receivable		\$			
Inventory		\$			
Prepaid expenses		\$			
Other assets		\$			
Total Assets		\$			
Accounts payable		\$			
Notes payable		\$			
Other liabilities		\$			
Total Liabilities		\$			
Net Worth		\$			

Description		ASSETS	LIABILITIES	Net Worth	
Cash (does not include cash on hand)		\$			
Accounts receivable		\$			
Inventory		\$			
Prepaid expenses		\$			
Other assets		\$			
Total Assets		\$			
Accounts payable		\$			
Notes payable		\$			
Other liabilities		\$			
Total Liabilities		\$			
Net Worth		\$			

Description		ASSETS	LIABILITIES	Net Worth	
Cash (does not include cash on hand)		\$			
Accounts receivable		\$			
Inventory		\$			
Prepaid expenses		\$			
Other assets		\$			
Total Assets		\$			
Accounts payable		\$			
Notes payable		\$			
Other liabilities		\$			
Total Liabilities		\$			
Net Worth		\$			

Description		ASSETS	LIABILITIES	Net Worth	
Cash (does not include cash on hand)		\$			
Accounts receivable		\$			
Inventory		\$			
Prepaid expenses		\$			
Other assets		\$			
Total Assets		\$			
Accounts payable		\$			
Notes payable		\$			
Other liabilities		\$			
Total Liabilities		\$			
Net Worth		\$			

Description		ASSETS	LIABILITIES	Net Worth	
Cash (does not include cash on hand)		\$			
Accounts receivable		\$			
Inventory		\$			
Prepaid expenses		\$			
Other assets		\$			
Total Assets		\$			
Accounts payable		\$			
Notes payable		\$			
Other liabilities		\$			
Total Liabilities		\$			
Net Worth		\$			

Description		ASSETS	LIABILITIES	Net Worth	
Cash (does not include cash on hand)		\$			
Accounts receivable		\$			
Inventory		\$			
Prepaid expenses		\$			
Other assets		\$			
Total Assets		\$			
Accounts payable		\$			
Notes payable		\$			
Other liabilities		\$			
Total Liabilities		\$			
Net Worth		\$			

Description		ASSETS	LIABILITIES	Net Worth	
Cash (does not include cash on hand)		\$			
Accounts receivable		\$			
Inventory		\$			
Prepaid expenses		\$			
Other assets		\$			
Total Assets		\$			
Accounts payable		\$			
Notes payable		\$			
Other liabilities		\$			
Total Liabilities		\$			
Net Worth		\$			

Description		ASSETS	LIABILITIES	Net Worth	
Cash (does not include cash on hand)		\$			
Accounts receivable		\$			
Inventory		\$			
Prepaid expenses		\$			
Other assets		\$			
Total Assets		\$			
Accounts payable		\$			
Notes payable		\$			

VI. DETAILS OF TRANSACTION		VII. DECLARATIONS	
a. Purchase price	\$	If you answer "Yes" to any questions in through i, please use checkmark in column for explanation.	Borrower Co-Borrower
b. Amounts, improvements, repairs		a. Are there any outstanding judgments against you?	Yes No Yes No
c. Land (if acquired separately)		b. Have you been declared bankrupt within the past 7 years?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
d. Refinance (incl. debts to be paid off)	228,000.00	c. Have you had property foreclosed upon or given title or deed in trust of the last 7 years?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
e. Estimated resale price	1,787.10	d. Are you a party to a lawsuit?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
f. Estimated closing costs	6,116.00	e. Have you directly or indirectly been obligated on any item which resulted in foreclosure, transfer of title in trust of home, or judgment?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
g. PMI, MIP, Funding Fee		(This would include such items as home mortgage loans, FHA loans, home improvement loans, additional loans, structural repairs, home loans, etc. Mortgage, home equity, equity, title, or trust agreements. If "Yes," please attach, including date, name and address of lender, FIRM or VA loan number, if any, and reasons for the action.)	
h. Discount (if Borrower will pay)		f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
i. Total costs (add items a through h)	232,392.28	g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
j. Subordinate financing		h. Is any part of the down payment borrowed?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
k. Borrower's closing costs paid by Seller		i. Are you a co-maker or co-signer on a note?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
l. Other Credits (explain)		j. Are you a U.S. citizen?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
m. Loan Amount (include PMI, MIP, Funding Fee (except))	327,000.00	k. Are you a permanent resident alien?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
n. PMI, MIP, Funding Fee financed		l. Do you intend to occupy the property as your primary residence?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
o. Loan amount (add m & n)	327,000.00	m. Have you had an ownership interest in a property in the last three years?	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
p. Cash from Borrower (subtracted, i, j & k from l)	-6,857.72	(1) What type of property did you own-occupied residence (PR), second home (SH), or investment property (IP)?	PR
		(2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (JP)?	S

# VIII. ACKNOWLEDGMENT AND AGREEMENT

Each of the undersigned hereby represents to Lender and to Lender's agent or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns that the undersigned understands that (1) the information provided in this application is true and correct to the best of his knowledge and that any intentional or negligent misrepresentation of this information established in this application may result in the forfeiture of the loan, including monetary damages, in any action that may arise due to this misrepresentation; (2) the property will be used for any legal or prohibited purpose or use; (3) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (4) the property will be encumbered as indicated in this application; (5) the Lender, its servicers, successors or assigns may obtain the original copies of the documents of this application, whether or not the loan is approved; (6) the Lender and its agents, brokers, processors, successors and assigns may continuously rely on the information furnished 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 rely on, in addition to any other rights and remedies that I may have under, in each document, report or any other document received by me or more documents regarding the loan; (7) ownership of the loan and/or administration of the loan account may be transferred with such notice as may be required by law; (8) neither Lender nor its agents, brokers, processors, successors or assigns hereafter make any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (9) my video recording(s), or my handwritten transcription of this application containing a facsimile of my signature, shall be an effective, enforceable and valid as if a paper version of this application were delivered containing my original signature.

Notwithstanding, each of the undersigned hereby acknowledges that any owner of the Loan, its servicer, successor 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 contact or reporting agency.

Borrower's Signature: Rebeen Hatfield Date: 11-20-06 Co-Borrower's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## IX. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is required 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 discrimination laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate 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 designation. 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 examine the file to determine whether it is consistent with the lender's policies and procedures for the purpose of monitoring compliance.

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 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"/> Native Hawaiian or Other Pacific Islander <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"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Name and Address of Interviewer's Employer: <u>OSCAR GOMEZ</u>	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Name and Address of Interviewer's Employer: <u>FIDELITY HOME LOAN</u>
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 GOMEZ</u> Interviewer's Signature: <u>[Signature]</u> Interviewer's Phone Number (incl. area code): <u>702-254-8000</u>		Address: <u>1766 E. CEBERT LN RD SUITE 270</u> City: <u>Las Vegas, NV 89121</u> Phone: <u>(702) 254-8000</u>

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	\$ Pay/Mo.	
Acct. No.		Acct. No. 8490826718271798	31	2,108
Name and address of Bank, S&L, or Credit Union		Name and address of Company WASH MUTUAL/PRUDENTIAL	\$ Pay/Mo.	
Acct. No.		Acct. No. 1000016010	82	1,437
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. No.		Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. No.		Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. No.		Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. No.		Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Pay/Mo.	
Acct. No.		Acct. No.		

I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statement concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1011, et seq.

Borrower's Signature: *Tyrone Armstrong* Date: 11-20-06  
 Provide Form FD-203 (Rev. 07/03) CALYX Form 1023 Lapsed/Out of Date Page 2 of 2 Freddy Mac Form 03 07/03

**EXHIBIT B**

**EXHIBIT B**

A. U.S. GOVERNMENT OF HUDSON AND URBAN LANDS

SETTLEMENT STATEMENT

National Alliance Title Company  
2480 Paseo Verde Pkwy # 100  
Henderson, NV 89074

B. TYPE OF LENDER		
1. <input type="checkbox"/> FHA	2. <input checked="" type="checkbox"/> FAMA	3. <input type="checkbox"/> CONV. UNINS.
4. <input type="checkbox"/> VA	5. <input checked="" type="checkbox"/> CONV. INS.	
6. BORROWER FILE NUMBER: 21008543-P16-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: Tytona K. Armstrong

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

E. NAME OF SELLER:

ADDRESS OF SELLER:

F. NAME OF LENDER: BNC Mortgage, Inc.  
ADDRESS OF LENDER: 1801 Main Street,  
Irvine, Ca 92614

G. PROPERTY LOCATION: 3713 Brent Cove Dr.  
North Las Vegas, NV 89032  
Clark 139-09-217-099

H. SETTLEMENT AGENT: National Alliance Title Company  
PLACE OF SETTLEMENT: 2480 Paseo Verde Pkwy # 100, Henderson, NV 89074

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

J. SUMMARY OF BORROWER'S TRANSACTION

100. Gross Amount Due From Borrower:	
101. Contract Sales Price	
102. Personal Property	
103. Settlement charges to Borrower (line 1400)	8,485.02
104. Payoff to Countrywide Home Loe	225,101.27
105.	
Adjustments For Items Paid By Seller In Advance:	
106. City/Town Taxes	
107. County Taxes	
108. Assessments	
109.	
110.	
111.	
112.	
113.	
114.	
115.	

120. Gross Amount Due from borrower: 231,587.19

200. Amounts Paid by or in behalf of Borrower:

201. Deposit or earnest money	
202. Principal amount of new loan(s)	237,000.00
203. Existing loan(s) taken subject to	
204.	
205.	
206.	
207.	
208.	
209.	
Adjustments For Items Unpaid By Seller:	
210. City/Town Taxes	
211. County Taxes	
212. Assessments	
213.	
214.	
215.	
216.	
217.	
218.	
219.	

220. Total Paid By/For Borrower: 237,000.00

220. Cash at Settlement from/to Borrower:

301. Gross amount due from Borrower (line 120): 231,587.19

302. Less amount paid by/for Borrower (line 220): 237,000.00

303. Cash TO Borrower: 5,412.81

K. SUMMARY OF SELLER'S TRANSACTION

400. Gross Amount Due To Seller:	
401. Contract Sales Price	
402. Personal Property	
403.	
Adjustments For Items Paid By Seller In Advance:	
404. City/Town Taxes	
405. County Taxes	
406. Assessments	
407.	
408.	
409.	
410.	
411.	
412.	
413.	
414.	
415.	

420. Gross Amount Due to Seller:

500. Reductions in Amount Due To Seller:

501. Excess deposit (see instructions)	
502. Settlement charges to Seller (line 1400)	
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan	
505. Payoff of second mortgage loan	
506.	
507.	
508.	
509.	
Adjustments For Items Unpaid By Seller:	
510. City/Town Taxes	
511. County Taxes	
512. Assessments	
513.	
514.	
515.	
516.	
517.	
518.	
519.	

520. Total Reductions in Amount Due Seller:

520. Cash at Settlement to/from Seller:

501. Gross amount due to Seller (line 420):

502. Less reductions in amount due Seller (line 52):

503. Cash TO/FROM Seller: 0.00

PHH485



I. SETTLEMENT CHARGES:		
700. Total Sales/Referral Commission:		
Based on Price \$		
Division of Commission (line 700) follows:		
701. \$	Paid from	Paid from
702. \$	Borrower's	Seller's
\$	Funds at	Funds at
	Settlement	Settlement
703. Commission paid at settlement		
704.		
800. Items Payable in Connection With Loan:		
801. Loan Origination Fee % to BNC Mortgage, Inc.		
802. Loan Discount Fee	899.00	
803. Appraisal Fee to BNC Mortgage, Inc.		
804. Credit Report	50.00	
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.	64.90	
810.	845.00	
811. Broker Fee to Fidelity Home Loans		
812. Flood Cert to First American Flood Data	2,370.00	
	17.00	
900. Items Required by Lender To Be Paid in Advance:		
901. Interest from 01/24/07 to 02/01/07 @ 6.125% (8 days)		
902. Mortgage Insurance Premium	337.04	
903. Hazard Insurance Premium		
904.		
905.		
1000. Reserves Deductible 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 file search		
1103. Title examination		
1104. Title Insurance binder		
1105. Document preparation		
1106. Notary Fee		
1107. Attorney's Fee		
(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	
1115. Reconveyance Fee to National Alliance Title Company	30.00	
1118. 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 notestamps		
1203. State notestamps		
1204. City Transfer Tax		
1205. County Transfer Tax		
1206.		
1207.		
1300. Additional Settlement Charges:		
1301. Survey		
1302. Pest Inspection		
1303.		
1304.		
1305.		
1308. Property Taxes to Clark County Treasurer	447.13	
1307.		
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	8,465.92	0.00

PHH486

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	

PHH487

**BREAKDOWN OF PAYOFF ON HUD line 104**

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

Loan #: 69900212

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 C

EXHIBIT C



## 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.: _____
Further Credit to: <u>NATIONAL ALLIANCE TITLE COMPANY</u>	Further 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:	
_____ 337.04	Prepaid Interest
_____ 84.00	Total Impounds
_____	Tax Service
_____	MERS Registration

**3. BNC Origination Fees** **Wire Amount:** **916.00**

Yield Spread Premium: 0.00
----------------------------

**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>EQ (STATED INCOME)</u>
TRW Fico: <u>685</u>	P&I: <u>1,264.00</u>

**Approved for Disbursement**

BNC Funder: <u>Frank Koalittle</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 Maaligale  
Phone Number: 949-240-6480  
Fax Number: 949-260-6045

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



PLS000027  
12/08/2005 SH



PHR11618

**bncmortgage.inc**

www.bncmortgage.com  
Las Vegas Branch 3360 W. Sahara Avenue, Ste. 260  
Tel. (702) 227-3603 Fax. (702) 362-5547 Las Vegas, NV 89102

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

Date: 01/24/2007				Broker No. 11023			
Application No.: LAS011562				Agent Name: NICOLE SORIA			
Borrower: TYRONE K. ARMSTRONG				Agent Phone: (702) 227-3603			
Co-Borrower:				Program: EQ (STATED INCOME)			
Property Address: 3713 BRENTCOVE 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
<b>Fees to BNC Mortgage, Inc.</b>				<b>Fees to Correspondent/Broker</b>			
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				APPLICATION 845.00			
ORIGINATION 899.00				Total Fees 3,265.00			
NY Mortgage Tax: _____							
Total Fees 1,000.00							

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 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.

LOSS PAYEE CLAUSE: BNC MORTGAGE, INC.; ISAOA, P.O. BOX 19656, IRVINE, CA 92613-9656

**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: \_\_\_\_\_  
UWAPNEWG.mff - 10 - SWALTERS 1.8.011562

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  
fmo01/22/07 1011 F All original documents prior to funding  
csa01/23/07 4029 F Verbal verification of employment satisfactory to BNC  
fmo01/22/07 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: \_\_\_\_\_ Signature: \_\_\_\_\_  
Co-Borrower: \_\_\_\_\_ Signature: \_\_\_\_\_  
Acknowledged & Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
Broker Signature

PHH1620  
LAS011562

04/04/08





Date: 01/23/2007	LTV: 76.94%	Funder: Frank McCalliste
Loan Agent: NICOLE SORIA		Funder's Phone Number: 949-260-6480
Borrowers: TYRONE K. ARMSTRONG		Funder's Fax Number: 949-260-6045
		Branch: LAS VEGAS
Address: 3713 BRENTCOVE DR		Application No.: LAS011562
City, State, Zip: NORTH LAS VEGAS, NV 89032		Final Approval Exp. Date: 01/18/2007
Broker: FIDELITY HOME LOAN CORP		Purpose: REFI-CASH OUT
Contact: OSCAR		Rescission from: _____ to _____
Phone No.: (702) 734-5600		Loan Amount: 237,000.00
Fax No.: (702) 732-9346		Docs Expiration Date: _____

[illegible]

**OUTSTANDING FUNDING CONDITIONS:**

5 ~~BNC BRANCH TO PROVIDE UPDATED PHONE CERT~~

6 ~~TITLE TO PROVIDE CLOSING PROTECTION LETTER AND WIRE INST~~

7 ~~BORR TO PROVIDE A LETTER IN HIS HANDWRITING STATING THAT THEY WERE AWARE OF THE CHANGE~~

8 ~~MADE TO THE DATES ON THE RIGHT TO CANCEL AND JUST NEGLECTED TO INITIAL THE CHANGES~~

9 ~~THAT WERE MADE IN FRONT OF HIM. HE MUST STATE THAT HE IS AWARE THAT HIS RECISSION PERIOD~~

10 ~~IS 14867 THRU 12267.~~

11 ~~THIS TO PROVIDE LEGIBLE COPY OF BORR ID~~

12 ~~BUYERS HUD NEEDED.~~

## APPRAISAL CONDITIONS

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

STATUS		
CONDITIONS ARE SUBJECT TO REVIEW AND FINAL APPROVAL BY BNC MORTGAGE, INC.		
Escrow Co.: <u>NATIONAL ALLIANCE TITLE</u>	Phone No.: <u>(702)938-4600</u>	No.: <u> </u>
Officer: <u>TRINA</u>	Fax No.: <u>(702)938-4624</u>	

## OUTSTANDING FUNDING CONDITIONS

Date: <u>01/22/2007</u>	LTV: <u>76.948</u>	Funder: <u>Frank Moulitelle</u>
Loan Agent: <u>NICOLE SORIA</u>		Funder's Phone Number: <u>949-260-6480</u>
Borrowers: <u>TYRONE K. ARMSTRONG</u>		Funder's Fax Number: <u>949-260-6045</u>
		Branch: <u>LAS VEGAS</u>
Address: <u>3713 BRENTCOVE DR</u>		Application No.: <u>LAS011562</u>
City, State, Zip: <u>NORTH LAS VEGAS, NV 89032</u>		Final Approval Exp. Date: <u>01/18/2007</u>
Broker: <u>FIDELITY HOME LOAN CORP</u>		Purpose: <u>REFI-CASH OUT</u>
Contact: <u>OSCAR</u>		Rescission from: _____ to _____
Phone No.: <u>(702) 734-5600</u>		Loan Amount: <u>237,000.00</u>
Fax No.: <u>(702) 732-9346</u>		Docs Expiration Date: _____

**OUTSTANDING UNDERWRITING CONDITIONS:**

Date: 01/22/2007

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

- A Fwd 1003 (rev. 7/05) - all sections completed & signed/dated by all parties  
 B F Broker/Correspondent must be approved by Lender for the property state  
 E F Deed(s) on all notes to be paid thru escrow closing, showing currently delinquent no more than allowed for grade  
 F F Mortgage history paid 0x30 last 12 months  
 H F All applicable debts to be paid through closing, see Debts to be Paid Off sheet  
 J F Verbal verification of employment satisfactory to BNC  
 1F Transaction-specific closing protection letter from title underwriter  
 1F Orig. Hazard insurance policy/blunder from acceptable carrier, with proof premium is paid in full  
 5F Property taxes to be paid current  
 6F HWD-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 1983 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 RECISSION 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 McCallister

**STATUS**

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

Escrow Co., NATIONAL ALLIANCE TITLE

Phone No.: (702) 938-4600

No. 5

Officer: TRINA

**Fax No.:** (702)938-4624

PHH-623

**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: EQZ (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
<b>Fees to BNC Mortgage, Inc.</b>				<b>Fees to Correspondent/Broker</b>			
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: _____				Administration: _____ <input type="checkbox"/> Appraisal fee to be paid to broker			
Funding Fee: _____				Courier: _____			
Tax Service Fee: 84.00				_____			
Flood Certification: 17.00				_____			
ORIGINATION 892.00				_____			
_____				_____			
NY Mortgage Tax: _____				845.00			
<b>Total Fees 1,000.00</b>				<b>Total Fees 3,265.00</b>			

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.; ISAGA, P.O. BOX 19666, DRYDEN, CA 92523-9656

**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)

10,000  
206,910

Please review, sign &amp; date

Borrower: \_\_\_\_\_ Signature: \_\_\_\_\_ Co-Borrower: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Acknowledged & Agreed: \_\_\_\_\_ Date: \_\_\_\_\_  
 Broker Signature: \_\_\_\_\_  
 UWAPNEWG.mtr - J - CSARRIS

BNC 1004  
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

Sub Prime		Rate	Margin	Points	BP	
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	4.650	0.000**	0.000
			0.000***	
SPECIALS / EXCEPTIONS:	-0.200			
COMMENTS				

\*\* BNC Points  
\*\*\* YSP

PW2\_F 10/24/2006 SH

PRM15626

704-10-2007 11:10 OFFICE FAX

702 251 7415 P. 03/05

Las Vegas Branch 3340 W. CLARK AVENUE, Ste. 300  
704 (702) 271-3400 Fax: (702) 243-3347 Las Vegas, NV 89102

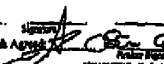
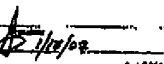
# **Conditional Loan Approval** Modified Approval Date:


Date: 01/18/2007		Broker No. 11021	
Application No: LA0811362		Agent Name: NICOLE SORIA	
Borrower: TYRONA ARMSTRONG		Agent Phone: (702) 211-3303	
Co-Borrower:		Program: 10 (STANDARD)	
Property Address: 3711 BRANT COURT		Occupancy: OWNER OCCUPANCY	
City, State, Zip: NORTH LAS VEGAS, NV 89131		Property Type: RPT CASH OUT	
Broker/Correspondent: FIDELITY HOME LOAN CORP		Property Type: RPT	
ARM TYPE	ARM RATE	ARM TYPE	ARM RATE
AAA	6.400	LIBOR	YES 3.0 Year
Loan Amount	277,000.00	CLTV	70.00%
Rate	70.00%	Rate	70.00%
Term	30	Term	30
Points	1.000000%	Points	1.000000%
Yield Spread Premium	0.000000%	Yield Spread Premium	0.000000%
Underwriting Fee	0.00	Underwriting Fee	0.00
CPL Fee	0.00	CPL Fee	0.00
Pending Fee	0.00	Pending Fee	0.00
Doc. Service Fee	0.00	Doc. Service Fee	0.00
Flood Certification	0.00	Flood Certification	0.00
ORIGINATION	0.00	ORIGINATION	0.00
NY Mortgage Tax	0.00	NY Mortgage Tax	0.00
Total Fees	0.00	Total Fees	0.00

This approval is subject to all conditions, terms and fees set forth in the attached documents. BNC does not warrant the accuracy of the information provided. BNC does not warrant the accuracy of the information provided. BNC does not warrant the accuracy of the information provided.

- Underwriting Conditions**  
"Y" is for Yes and "N" is for No
- BROKER CONDITIONS:**
- 1001 F Final 1003 (rev. 7/03) - all conditions completed & signed by all parties
  - 2001 F Documentation on all notes to be paid thru escrow/closing according to all documents no more than allowed for grade
  - 2004 F Mortgage history paid thru last 12 months
  - 3004 F All applicable debts to be paid through closing, no debts to be paid off since
  - 7010 F Chip Hazard Insurance policyholder from acceptable carrier, with proof of insurance to be paid in full
  - 7034 F MUD-1 Statement Statement must be signed (certified copy)
  - 9001 F Deleted profiles if have been paid back by 2/12/07
- TITLE/CLOSING CONDITIONS:**
- 7001 F Title-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
  - 4025 F Verbal verification of employment satisfactory to BNC
  - 4030 F Certificate of Good Income Loan to be signed by borrower(s)

Please review, sign & date

DocuSign:  Co-Borrower: 

Acknowledged & Approved:  Date: 01/18/07

UNAPPROVED - 1 - CHANGES

PHH1627  
Jan. 18, 2007 2:06PM  
1A0811362

JAN-18-2007 11:18

GRILE'S FAX

702 251 7415 P.04/05

NO DE LIENS REQUIRED  
TO BE PAID THROUGH ESCROW  
PAGE 1.

NOT Notarized  
Not a Notary  
No 01/04/07

Payoff amounts are estimates only.  
Closing agents must obtain individual  
payoff demands.

(Any liens affecting title must be cleared whether listed or not, per lender's instructions to file and escrow)

Application Number: LA5011562	Loan Number: LA5011562
Borrower: TYRONNE ARMSTRONG	Loan Amount: 217,000.00
Co-Borrower:	CLTV: 76.91
Property Address: 1711 BARNETT COVE DR	

Countrywide

Estimated Payoff Amount

223,820.00

0.00

0.00

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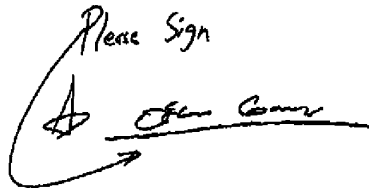
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Please Sign  


TOTAL

223,820.00

223,820.00

Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

Borrower Signature \_\_\_\_\_ Date \_\_\_\_\_

No. 5174 P. 3

UNDERWRITING WORKSHEET

JAN. 18. 2007 2:07PM  
PHH1628



# EXHIBIT D

# EXHIBIT D

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: ~~Robert 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: SAL-OKS

**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

MAR 28 2011

SAN DIEGO

J. Miller  
PHH232

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In the Notice of Default the Cooper Castle Law Firm, LLP. admits to being a debt collector attempting to collect a debt. Since Cooper Castle Law Firm, LLP is a debt collector then it's actions are strictly governed under the Fair Debt Collections Practices Act.

According to the ASSIGNMENT OF DEED OF TRUST NEVADA that I, Tyrone K Armstrong, received a copy from the Clark County Recorders office, dated May 06, 2010, It states that MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.( MERS) HEREBY GRANTS, ASSIGNS AND TRANSFER TO: U.S. Bank National Association, as Trustee of the Structured Asset Securities Corporation Mortgage Loan Trust, Mortgage pass-Through Certificates, Series 2007-BC3, This completely contradicts what MERS states in its own documents ex: TERMS AND CONDITIONS (2) MERS agrees not to assert any rights. (6) MERS and the Member agree that (i) the MERS System is not a vehicle for creating or transferring beneficial interests in mortgage loans. I have provided a copy of that recorded document.

The Assignments of the Mortgage were signed and notarized after the Cut off date which is May 1, 2007 and is listed with the SEC and IRS as the "Closing Date of " of the REMIC.

What should have happened according to the 424b5 Prospectus is that the Sponsor and Seller (Lehman Brothers Holdings Inc. sold the mortgage loans to the Depositor).

The Depositor is Structured Asset Securities Corporation and is also the Issuing Entity. As stated in the 424b5 Prospectus on page S-89

"The Mortgage Loans will be assigned by the Depositor to the Trustee,(U.S. bank National Association) together with all principal and interest received with respect to such Mortgage Loans on and after the Cut-off Date (other than Scheduled Payments due on that date). The Trustee will, concurrently with such assignment, authenticate and deliver the Certificates."

The Assigning of the Deed of Trust into Structured Asset Securities Corporation Mortgage Loan Trust, Mortgage pass-Through Certificates, Series 2007-BC3 is a fraudulent assignment as the closing date has passed as to when the Notes and Deed of Trust can be put into the Trust. It was an Assignment fraudulently made for the sole purpose of facilitating an illegal foreclosure, thus rendering it void.

The Trustee needs to come forth and explain why now they are acquiring a loan now when the Structured Asset Securities Corporation Mortgage Loan Trust, Mortgage pass-Through Certificates, Series 2007-BC3 has listed the loan in its SEC loan list and all of the documents should have been with the Trustee prior to the assignment of the Deed of Trust dated May 06, 2010. The loan was "acquired" years before the Assignment. This is a violation of the Trustee's fiduciary duty to the Trust and it's investors.

PHH233

317

I have had a Securitization search done on my loan through the use of specialty licensed software which permits investors (or licensed users) access to any "named Trust Entity and shows the current status of the loan. . After Cynthia Horner conducted a thorough search of the above mentioned Trust, she has found that the referenced loan is indeed in this Trust. She has also obtained and provided the 424B-5 Prospectus, the Pooling and Servicing Agreement and all other relevant filings for this Trust. The loan number in dispute is listed in 18 of the 28 classes of that trust. I have also included a copy of the Declaration provided to me from Cynthia Horner. Below is a listing of every class that the loan number appears in with its unique Cusip number

**TYRONE ARMSTRONG SASC 2007-BC3 CLASSIC CLASSES**

CF	Class	Cusip
*	SASC 2007 - BC3 1A1	86363WAA7
*	SASC 2007 - BC3 1A2	86363WAB6
*	SASC 2007 - BC3 1A3	86363WAC3
*	SASC 2007 - BC3 1A4	86363WAD1
*	SASC 2007 - BC3 1M1	86363WAJ8
*	SASC 2007 - BC3 1M2	86363WAL3
*	SASC 2007 - BC3 1M3	86363WAN9
*	SASC 2007 - BC3 1M4	86363WAQ2
Pd	SASC 2007 - BC3 1M5	86363WAS8
Pd	SASC 2007 - BC3 M7	86363WAV1
Pd	SASC 2007 - BC3 M8	86363WAW9
Pd	SASC 2007 - BC3 M9	86363WAX7
Pd	SASC 2007 - BC3 B1	86363WAY6
Pd	SASC 2007 - BC3 B2	86363WAZ2
Pd	SASC 2007 - BC3 X	BCC0YEW84
	SASC 2007 - BC3 P	BCC0YEW72
	SASC 2007 - BC3 LTR	BCC0YEWFP2
	SASC 2007 - BC3 R	BCC0YEX63

Since Chase Home Finance, LLC is just a servicer and the Note was sold to Structured Asset Securities Corporation Mortgage Loan Trust, Mortgage pass-Through Certificates, Series 2007-BC3 and it was obviously securitized,. The Note is invalid once it has been securitized, as it has ceased to function as a note, but more analogous to a stock. Pooling Notes into Trusts is analogous to taking a herd of cattle and then making thousands of pounds of hamburger. Once that is done, there is no way to reconstitute a single cow (i.e. return a single cow back to the farm, as the cow no longer exists in that form). Additionally, the Note MUST be transferred with the Deed of Trust, to the Real Party in Interest who could suffer a potential loss. That is the Certificate Holders and NOT the trust.

My loan started as a negotiable instrument. There are specific laws governing negotiable instruments detailed in the Uniform Commercial Code (UCC). I specifically

PHH234

demand an a Verified Statement of Account as defined under UCC 9-210 and NRS 104.9210, to which I never received a response as legally required.

The right for a bank to enforce and foreclose on a property is subject to the claimant being a real party of interest. **This is protected under Federal Rule 17(a) and has not been proven.** The ability to prove that a party is a Real Party in interest is a hallmark our Constitution guaranteeing Due Process.

**No Entity can be a CREDITOR if they don't hold/own the asset in question [i.e. the NOTE and/or the property] a Mortgage Pass Through Trust [i.e. R.E.M.I.C., as defined in Title 26, Subtitle A, Chapter 1, Subchapter M, Part II §§ 850-862] cannot hold assets, for if they do, their tax exempt status is violated and the Trust itself is void *ab initio*. Therefore, either the Trust has either voided its intended Tax Free Status, or the asset is not in fact owned by it.**

Since the loan was sold, pooled and turned into a security, you, the bank, can no longer claim that you are a real party of interest, as you have been paid in Full.

Not only that, once my Note was converted into a stock, or stock equivalent, it is no longer a Note. If both the Note and the stock, or stock equivalent, exist at the same time, that is known as double dipping. **Double dipping is a form of securities fraud.**

Once a loan has been securitized which my loan has had done many times, it forever loses its security component (i.e., the Deed of Trust), and the right to foreclose on through the Deed of Trust is forever lost.

The Promissory Note has been converted into a stock as a permanent fixture. It is now a stock and governed as a stock under the rules and regulations of the SEC, hence the requirement for the filings of the registration statements, pooling and servicing agreements form 424B-5 etc.. There is no evidence on the Record to indicate that the Deed of Trust was ever transferred concurrently with the purported legal transfer of the Note, such that the Deed of Trust and Note have been irrevocably separated, thus making a nullity out of the purported security in a property, as claimed (Federal Rules of Evidence Rules 901 & 902).

Since the Deed of Trust secures the Promissory Note, once the Promissory Note is destroyed and made into a Stock, the Deed of Trust secures nothing. Therefore the Deed of Trust is invalid. Once a loan has been securitized, reattachment is impossible. This is called adhesion.

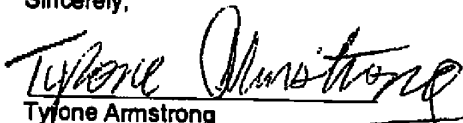

When a loan goes into default, it gets written off by the REMIC which is the Structured Asset Securities Corporation Mortgage Loan Trust, Mortgage pass-Through Certificates, Series 2007-BC3. Once an asset is written off, the debt is discharged since the owner of the asset has received compensation for the discharge in the form of tax credits from the IRS as well as insurance, as required in the 424B-5 Prospectus. **This means the Debt has been settled and there is NO loss.**

PHH235

.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

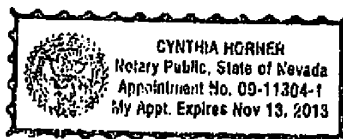
did Appear before me in his true character and did attach his autograph to the above

document.

  
NOTARY

March 21, 2011  
date

Seal \_\_\_\_\_



PHH236

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**May 17<sup>th</sup> Raleigh Decl.**

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

15 **DISTRICT COURT**  
16 **CLARK COUNTY, NEVADA**

17 TYRONE KEITH ARMSTRONG,  
18 Plaintiff,

19 vs.

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

Defendants.

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

**DECLARATION OF DERRICK RALEIGH**

**AND RELATED COUNTERCLAIM**

I, Derrick Raleigh, declare as follows:

1. I am a Loan Analyst employed by Ocwen Financial Corporation, whose indirect subsidiary is the servicer PHH Mortgage Corporation, successor to prior servicer Ocwen Loan Servicing, LLC ("PHH"). I have personal knowledge of the facts stated herein, and I am authorized to make this declaration.

2. In my capacity as a Loan Analyst at PHH, I have access to the business records in the custody and control of PHH as they relate to the documents and facts referred to herein. I am

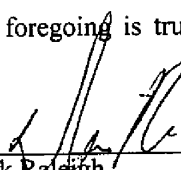


1 familiar with PHH's business records and loan servicing systems, which includes records from the  
2 prior loan servicers, the beneficiary, and foreclosure agents or trustees. I make this declaration  
3 based upon my personal knowledge, my experience as a Loan Analyst, and my knowledge and  
4 review of PHH's record-keeping systems and business records created and kept in the regular  
5 course of business as a servicer for and on behalf of the beneficiary. The records upon which I  
6 base this declaration are made in the ordinary course of business by persons who have a business  
7 duty to make such records of PHH, including those records from the predecessor servicer. The  
8 records are made at or near the time of the occurrence of the events that are recorded by persons  
9 with knowledge of the activity and transactions reflected in such records and are kept in the course  
10 of business activity conducted regularly by PHH. I have personally reviewed the records as they  
11 relate to this action and documents as set forth herein.

12 3. PHH is the servicer and has a power of attorney herein on behalf of U.S. Bank  
13 National Association, As Trustee for Structured Asset Securities Corporation Mortgage Pass-  
14 Through Certificates, Series 2007-BC3, the current assignee beneficiary of the loan that is the  
15 subject of this action. The subject loan was obtained in the name of Tyrone K. Armstrong as the  
16 borrower ("Armstrong") on or about January 18, 2007 in the principal amount of \$237,000.00 (the  
17 "Loan"). Armstrong's Loan is documented by an Adjustable Rate Note dated January 18, 2007 in  
18 favor of the lender BNC Mortgage, Inc. ("BNC") endorsed in blank and with Addendums and  
19 bearing the signature of Armstrong.

20 4. Attached hereto as Exhibit "E" is a true and correct copy of a letter in PHH's  
21 servicing records from Armstrong to Ocwen dated 08/22/2014. It was stamped received by  
22 Ocwen on September 11, 2014.

23 I declare under penalty of perjury that the foregoing is true and correct and that this  
24 declaration was executed this 17 day of May, 2021.

25   
26 Derrick Raleigh  
27  
28

# EXHIBIT E

Tyrone Armstrong  
3713 Brentcove Dr. North Las Vegas, NV. 89032  
08/22/2014

Certified Mail # 9214-8901-0881-0902-7857-05

Ocwen Loan Servicing, LLC  
PO BOX 24646  
West Palm Beach,  
FL 33416-4646

IN RE: Tyrone Armstrong (Loan Number 7100758254)

This constitutes an **Official Notice** in accordance with the Fair Debt Collection Practices Act and the Truth in Lending Act, that I hereby **Dispute** the debt in the above referenced account.

It has come to my attention that there may have been some accounting irregularities in this account which have adversely affected me. In reviewing the account it has come to my attention that fraud and/or other violations of public policy may have occurred in the operation of this account, therefore, I will be conducting discovery to determine the true facts in this matter. This constitutes the exhaustion of my administrative remedy, in accordance with the Administrative Procedures Act, as concerns the above referenced matter.

This discovery process has been presented under Notarial Seal for the purpose of certifying the admissions, confessions and stipulations of the Parties, to create a public record thereof, via the issue and filing of an **Administrative Declaratory Judgment, by Notarial Protest**. Said Administrative Declaratory Judgment is issued under statutory authority and under the authority of the Secretary of State, acting as an agent of the Department of State, and carries the power and authority as if issued by the highest court in the land. Said Judgment constitutes res judicata, stare decisis, collateral estoppel and judgment by estoppel.

Please take note that this discovery process has been served under Notarial Seal and **valid subpoena** establishing your **mandatory obligation** to timely respond and/or rebut the following, point by point and line by line, verified true, correct and complete, signed, sworn to and notarized in affidavit form and to provide certified copies of the requested documentation.

Please respond and/or rebut the following, point by point and line by line, in affidavit form, and provide documentary evidence to support your claim.

- o It has come to my attention that since 1933, when Franklin D. Roosevelt took all of the gold and silver out of circulation, that we have no currency of value or substance with which to pay a debt. Our economic system operates on credit and debt. If we have no currency of value or substance in circulation today, then one must wonder, what did the Bank "loan" me? It is unlawful for the to bank loan me their credit.

**So, what did the bank loan me?**

What value/substance did the bank loan me?

Please provide the evidence that the bank loaned me anything of value.

- o At the closing, I placed my signature on a **Promissory Note** which I gave to the bank **in the exchange**. Said Promissory Note had no value prior to my placing my signature on it. **Did it not?** There are no other signatures on said Promissory Note, therefore, it was my signature that gave the value to the **Promissory Note** which I gave to the bank in the exchange. **Was it not?**

- o Since 1933 the United States has operated upon the good faith and credit of the American people, not the good faith and credit of the Banking industry. *Has it not?* The government, including the government sanctioned corporations, institutions and banks, have no authority to create money. Only *We the American people* can create money. *We the American people* are the originators of the money and are therefore the Creditors. *Are we not?*
- o When I placed my signature on the Promissory Note, giving value to the Note, I was the originator of the funds and, therefore, the Creditor of the transaction. *Am I not?*
- o Ohio Code section 1707.01(b), and other similar state codes, define a *Promissory Note* as a *security*. Title 12 section 1813 (L)(1) states that when one deposits a Promissory Note it becomes a *cash item*. Ohio Code at section 1707.261 states that I have a right to restitution and rescission if the bank sells an *unregistered security*.
- o It has come to my attention that the Promissory Note which I executed is an unregistered security and that it may have been sold, traded or assigned in violation of state statutes. Please provide me with a certified copy, front and back, of the original Promissory Note which I signed and presented to the Bank in this transaction and the lawful authority which authorized the Bank to engage in the sale of an unregistered Security, in this transaction. Your failure to provide me with documentary evidence of the lawful authority shall constitute your stipulation that no lawful authority exists and your tacit confession to the unlawful sale of an unregistered security in violation of state statute.

It has also come to my attention that shortly after the closing that the Bank deposited said Promissory Note as a cash item and ledgered said Note as a *liability* in the bank's *Payables Account* and identified *ME as the Creditor* in the account. *Did they not?*

- o It is also my understanding that the bank, in accordance with GAAP, ledgered the "Mortgage", as an *asset* in the bank's *Receivables Account* and identified *ME as the debtor* in the account. *Did they not?*
- o It is further my understanding that because I failed to see through the bank's carefully designed illusion and instruct the bank to make the financial adjustments to zero the account in the set-off, the bank posted their liability/my asset in their Payables Account as an off balance sheet entry and after a period of time the funds were claimed as abandoned funds. *Were they not?*
- o It is also my understanding that the international accounting system called Basel II and/or Basel III have been fully implemented; that off balance sheet accounting is unlawful, and that all banks and lending institutions must be in compliance therewith. *Are they not? Please provide documentary evidence that you are Basel II & III compliant.*
- o UCC 3-104(a) & (c) and UCC 105 (a)(c) makes it clear that I was the Issuer, Drawer, Maker of the Note that I executed, giving it value, at the closing, while UCC 8-102(12),(15),(9) and UCC 8-105 leaves no doubt that I am the holder of the entitlement right to the funds. I am the Creditor and entitlement holder with the authority to issue Entitlement Orders as concerns this transaction and/or this account. *Am I not?*
- o The Bank registered the "Mortgage" but did not register the "Note", therefore, the "Note" is an unregistered security in accordance with the UCC and International Banking Law. *Is it not?*

Please provide me certified copies of the accounting of the Promissory Note that I executed at the closing, to wit: the Accounts Receivables and Accounts Payables ledgers of this Promissory Note.

Please provide me a certified copy, front and back, of the original Promissory Note as well as all assignments of the Note.

I request, in the nature of a Demand in Recoupment, that the Bank merge the Accounts Payables with the Accounts Receivables Account to zero the account in accordance with GAAP and Public Policy and/or provide me with documentary evidence that authorizes the Bank to conceal said funds for the purpose of dispossessing me of said funds. Your failure herein shall constitute your admission that no valid authority exists and that the Bank's operation of this account is unlawful and fraudulent.

Your failure to timely respond and/or rebut the foregoing, point by point and line by line, in Affidavit form, shall constitute your admission and stipulation to the stated claims and establish the evidence as a matter of fact. Your failure to respond, a partial response, or a non-responsive response shall constitute a dishonor and your agreement and stipulation to the facts as set forth herein. Your failure to respond in affidavit form, signed, sworn to and notarized and/or your failure to provide certified copies of the requested documentation shall constitute you a dishonor and shall result in the issue of a Declaratory Judgment, by Default, certifying the stipulation and agreement of the Parties. Said Declaratory judgment, by Notarial Protest is as binding on the Parties and their privies as if issued by the highest court in the land and constitutes res judicata, stare decisis and an estoppel.

Respondent's failure to respond shall constitute your agreement that the process is free of error and/or omission, lawful or otherwise, having had the opportunity to respond and provide documentary evidence in affidavit form, and choosing to demur and stipulate to the facts as set forth by Claimant creating a binding contract between the Parties.

Your dishonor constitutes an estoppel and your voluntary waiver of all rights and remedies that may otherwise exist and your agreement to confess judgment in this matter.

Executed this 22 day of August, 2014.

by Tyrone Armstrong  
[Tyrone Armstrong] Authorized Representative



SEP 11 2014

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**CERTIFICATE OF SERVICE**

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

**SUPPLEMENTAL BRIEF REGARDING THE STATUTES OF LIMITATIONS  
BARRING PLAINTIFF'S FIRST AMENDED COMPLAINT; JOINDER TO  
SUPPLEMENTAL POINTS AND AUTHORITIES TO COUNTERMOTION FOR  
SUMMARY JUDGMENT BY DEFENDANT U.S. BANK NATIONAL ASSOCIATION,  
AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION  
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S**

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

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

TYRONE KEITH ARMSTRONG  
3713 Brentcove Drive  
North Las Vegas, NV 89031  
Tel: (702) 491-8426  
[performancconeautomotive@gmail.com](mailto:performancconeautomotive@gmail.com)  
Plaintiff Pro Se

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

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

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

Dated: June 16, 2021

\_\_\_\_\_  
/s/ Jasmine Blanco  
An employee of HOUSER LLP



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

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

11 TYRONE KEITH ARMSTRONG,  
12 Plaintiff,  
13 vs.

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

23 Defendants.

24 AND RELATED COUNTERCLAIM

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 REPLY IN SUPPORT OF ITS  
SUPPLEMENTAL POINTS AND  
AUTHORITIES TO ITS  
COUNTERMOTION FOR SUMMARY  
JUDGMENT**

DATE OF HEARING: JULY 28, 2021  
TIME OF HEARING: 10:00 A.M.

23 Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities  
24 Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank Trust" or  
25 "Defendant"), submits its Reply ("Reply") in Support of its Supplemental Points and Authorities,  
26 filed on June 16, 2021, to its Countermotion for Summary Judgment ("Countermotion"), and in  
27 response to Plaintiff's Supplemental Points and Authorities Re: Statute of Limitations in Support of  
28 Motion for Partial Summary Judgment ("Plaintiff's Supplemental Points and Authorities"), filed on

1 June 30, 2021.<sup>1</sup>

2 **I. INTRODUCTION**

3 Plaintiff's Supplemental Points and Authorities fundamentally misconstrues the issues  
4 presently before the Court and suffers from three main, fatal defects. First, Plaintiff raises no new  
5 arguments in his latest filing. Rather, he simply restates and recasts unavailing arguments, already  
6 addressed by Defendant. Second, in an apparent attempt to mislead the Court, Plaintiff misconstrues  
7 and seeks to misapply the "discovery rule" in its application to statutes of limitations. Specifically,  
8 Plaintiff wrongfully addresses the *post-complaint* discovery process, whereby each party seeks  
9 additional facts to support their claims and defenses, rather than addressing the discovery date for the  
10 accrual of a party's cause of action, i.e., when a party knows or should know of its claims in the first  
11 place, thus triggering the statutes of limitations. Third, Plaintiff mischaracterizes his claims in an  
12 attempt to toll the limitations period for each claim. Despite Plaintiff's characterizations, this case is  
13 a civil action brought *by* Plaintiff, which concerns his *affirmative* claims to extinguish Defendant's  
14 rights in his property, *not* a non-judicial foreclosure action brought *against* Plaintiff, which would  
15 otherwise concern his *defenses*.

16 In this case, Plaintiff fundamentally seeks to extinguish the 2007 Deed of Trust in an effort to  
17 quiet title to his property. Accordingly, pursuant to Nevada's discovery rule, Plaintiff's civil causes  
18 of action regarding the validity and enforceability of the 2007 Deed of Trust *first accrued when he*  
19 *became aware of the 2007 Deed of Trust by way of Defendant's election to sell his home*. As  
20 demonstrated time and again in Defendant's previous filings, this Court should conclude that the  
21 statute of limitations on each of Plaintiff's affirmative claims accrued on one of four dates: first, in  
22 May 2010, when Plaintiff admittedly received the Notice of Default and suffered both emotionally  
23 and physically as a result ; second, in October 2010, when he engaged in mediation in an effort to  
24 avoid further foreclosure proceedings; third, in March 2011, when he wrote to Chase Home Finance,  
25 describing the details of, and objecting to, the 2007 Deed of Trust; or, fourth (and at the very latest),  
26

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27  
28 <sup>1</sup> During a June 2, 2021 hearing, the Court denied Plaintiff's Amended Motion for Partial Summary Judgment; accordingly, that Amended Motion is no longer before the Court.



1 in August 2014, when he wrote to U.S. Bank Trust’s servicer, discussing the enforceability of the  
2 2007 Deed of Trust and admitting that he was a party to the underlying 2007 Loan transaction. Based  
3 on the statute of limitations which applies to each claim, and utilizing any one of the dates listed  
4 above as the accrual date, Plaintiff’s claims were time-barred long before he filed his Complaint in  
5 June 2019.

6 **II. ARGUMENT**

7 The arguments presented in Plaintiff’s Supplemental Points and Authorities essentially boil  
8 down to two main, but incorrect, assertions: (1) that each time Defendant rescinded a notice of  
9 default, the statutes of limitations for his affirmative claims *reset*; and (2) that the statutes of  
10 limitations for his claims were somehow tolled by the period of discovery during the course of the  
11 litigation. Both arguments suffer from fatal flaws.

12 **A. Contrary to Plaintiff’s assertions, Defendant’s decisions to rescind the notices of**  
13 **default had no effect on the statutes of limitations.**

14 Plaintiff cites no authority for the proposition that a new cause of action arises each time a  
15 notice of default under the same loan is tendered. The reason is because no such authority exists.  
16 Plaintiff’s reliance on other authority fails to support his argument.

17 Plaintiff cites NRS 107.550(3), *Berberich v. Bank of Am., N.A.*, 136 Nev. 93, 460 P.3d 440  
18 (2020), and *Holt v. Reg’l Tr. Servs. Corp.*, 127 Nev. 886, 266 P.3d 602 (2011), for the proposition  
19 that Defendant’s statute of limitations argument is precluded under Nevada law. These authorities  
20 provide absolutely no support for such a proposition, and Plaintiff’s reliance on them suffers fatally.

21 Plaintiff’s argument regarding the rescission of the notices of default, again in reliance on the  
22 above authorities, misidentifies the issue before the Court. The issue before the Court *does not*  
23 concern the validity or enforceability of the 2010 Notice of Default. Indeed, U.S. Bank Trust does  
24 not assert any claims in this matter arising from the 2010 Notice of Default. Rather, in the first  
25 instance, U.S. Bank Trust cites Plaintiff’s sworn statements against Plaintiff, specifically: to prove  
26 that Plaintiff, by his own verified admissions, was fully aware of the 2007 Deed of Trust in May  
27 2010; and to verify that any “discovery” tolling period expired, and the statutes of limitations on  
28 Plaintiff’s claims began to accrue, in May 2010.

1 As further discussed in Defendant's previous briefings, the Nevada Supreme Court has  
2 described the "discovery rule" as follows:

3 The general rule concerning statutes of limitation is that a cause of action accrues  
4 when the wrong occurs and a party sustains injuries for which relief could be sought.  
5 An exception to the general rule has been recognized by this court and many others in  
6 the form of the so-called "discovery rule." *Under the discovery rule, the statutory  
period of limitations is tolled until the injured party discovers or reasonably should  
have discovered facts supporting a cause of action.*

7 *Petersen v. Bruen*, 106 Nev. 271, 274, 792 P.2d 18, 20 (1990) (internal citations omitted and emphasis  
8 added). Plaintiff's Verified Complaint asserts that in May 2010, he not only became aware of  
9 Defendant's recording of the default notice, but he also began to experience injuries and distress  
10 related to the existence of the instrument.<sup>2</sup> Indeed, in Plaintiff's original Complaint (filed June 2019),  
11 Plaintiff asserted that he "suffered from a lack of sleep, anxiety, depression, lack of appetite and loss  
12 of productivity related to his employment" as a result of the 2010 non-judicial foreclosure  
13 proceedings. Plaintiff's Complaint, at ¶ 37; *see also* Plaintiff's First Amended Complaint ("FAC"),  
14 at ¶ 35 (stating that the May 6, 2010 Notice of Default "interfered with Plaintiff's use of the  
15 Property"). Therefore, Plaintiff's own words demonstrate that Plaintiff's various, civil causes of  
16 action accrued, and the respective statutes of limitations began to run, in May of 2010.

17 **B. Plaintiff's arguments regarding tolling of the statute of limitations are**  
18 **meritless, as they lack any basis in fact or law.**

19 Plaintiff fundamentally misconstrues the discovery rule under Nevada law by conflating it  
20 with the fact-finding discovery period *during litigation*. Plaintiff's contention that the statutes of  
21 limitations periods for his claims are somehow tolled because of the "necessity of discovery [during  
22

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23 <sup>2</sup> Not only is it clear from Plaintiff's Complaint that he had sufficient knowledge under the discovery  
24 rule on May 6, 2010, but his actions thereafter, including attending a foreclosure mediation in October  
25 2010 in connection with the 2007 Deed of Trust, further affirm that conclusion. Additionally, under  
26 Nevada law, "[i]f the facts giving rise to the cause of action are matters of public record, then the  
27 public record gave sufficient notice to start the statute of limitations running." *Job's Peak Ranch*  
28 *Cmt'y. Ass'n Inc. v. Douglas Cty.*, 131 Nev. 1304 (2015); *see also Saticoy Bay LLC Series 3425*  
*Palatine hills Ave v. Green Tree Servicing LLC*, No. 13-690627, 2018 WL 8131109, at \*2 (Nev. Dist.  
Ct. Feb. 7, 2018). Because the Notice of Default was publicly of record in May 2010, Plaintiff had  
sufficient notice at that time for the statute of limitations to begin running on his civil claims.

1 litigation] to determine the validity of the 2007 BNC loan and related claims” is simultaneously  
2 misleading and illogical. *See* Plaintiff’s Supplemental Points and Authorities, at 7; *see also id.* at 2,  
3 6, 8, 11, 15. Plaintiff essentially argues that the statutes of limitations periods should be tolled until  
4 *after Plaintiff filed his claims*, and to one or more future dates on which he purports to have learned  
5 of additional facts to support those claims through the post-Complaint discovery process. That is  
6 simply not what the law says. The law states that a statute of limitations begins to run when the wrong  
7 occurs and a party sustains injuries, or, when the injured party discovers or reasonably should have  
8 discovered facts supporting a cause of action. In this case, that date is May 6, 2010.<sup>3</sup>

9 Plaintiff’s argument regarding his quiet title claim also deserves comment. Specifically, and  
10 contrary to Plaintiff’s suggestion, *Berberich v. Bank of Am., N.A.*, 136 Nev. 93, 460 P.3d 440 (2020),  
11 does not save his quiet title claim from being barred under its statute of limitations. As previously  
12 discussed in Defendant’s Supplemental Points and Authorities to its Countermotion for Summary  
13 Judgment, the Court in *Berberich* held that the statute of limitations for a quiet title claim “is triggered  
14 when the plaintiff is ejected from the property *or has had the validity or legality of his or her*  
15 *ownership or possession of the property called into question.*” *Id.* at 97, 443 (emphasis added).  
16 Therefore, *Berberich* supports Defendant’s position that Plaintiff’s quiet title claim, like each of his  
17 other civil claims, is barred by the statute of limitations; as Plaintiff himself has alleged, he was aware  
18 in May 2010 that Defendant claimed superior rights to the ownership and possession of Plaintiff’s  
19 property, and, as a result, “interfered with Plaintiff’s use of the Property.” FAC, at ¶ 35.

20 Plaintiff’s arguments concerning NRS 106.240 are likewise misguided and unavailing.

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21  
22 <sup>3</sup> Moreover, Plaintiff’s *interpretation* of the discovery rule is at direct odds with the policy  
23 arguments supporting the existence of statute of limitations. As stated by the Nevada Supreme  
24 Court,

25 Viewed broadly, ... statutes of limitation embody important public policy  
26 considerations in that they stimulate activity, punish negligence, and promote repose  
27 by giving security and stability to human affairs. Thus, statutes of limitation rest upon  
28 reasons of sound public policy in that they tend to promote the peace and welfare of  
society, safeguard against fraud and oppression, and compel the settlement of claims  
within a reasonable period after their origin and while the evidence remains fresh in  
the memory of the witnesses.

*Petersen*, 106 Nev. at 274, 792 P.2d at 19-20 (internal citations omitted).

1 Plaintiff has *never* alleged or pleaded that this statute resulted in the satisfaction or discharge of his  
2 loan. Even assuming Plaintiff did so, the statute would not bear on any of Plaintiff's affirmative  
3 claims for relief against Defendant. One of the few opinions citing this statute expressly held that it  
4 does not create a statute of limitations, but rather merely creates a "conclusive presumption" that a  
5 security instrument is extinguished ten years after the underlying debt becomes due. *Bank of New*  
6 *York Mellon v. Ruddell*, 380 F. Supp. 3d 1096, 1100 (D. Nev. 2019). Again, this case is not one of  
7 foreclosure brought by Defendant; it is one resting in civil claims brought by Plaintiff.

8 **C. Plaintiff's arguments regarding Defendant's counterclaims should not be**  
9 **considered by the Court.**

10 In Sections F, G, and H of Plaintiff's Supplemental Points and Authorities, Plaintiff argues  
11 that Defendant's counterclaims for equitable relief—claims for unjust enrichment, equitable  
12 mortgage, and equitable subrogation—are barred by their statutes of limitations.<sup>4</sup> This argument  
13 represents a clear misunderstanding of Defendant's counterclaims and presents issues which are not  
14 before the Court. Even if such issues were ripe for adjudication, U.S. Bank Trust's counterclaims  
15 seek equitable relief and arise *solely, and if and only if, the 2007 Deed of Trust is extinguished*. As  
16 such, the counterclaims are triggered, and the statutes of limitations on them do not begin to run,  
17 unless and until Plaintiff is successful on his affirmative claims in this case. Therefore, Defendant's  
18 counterclaims are not barred by any statute of limitations.

19 //

20 //

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28 <sup>4</sup> Plaintiff's arguments regarding Defendant's counterclaims are procedurally improper, as there is  
no summary judgment motion pending before the Court seeking to dismiss those counterclaims.

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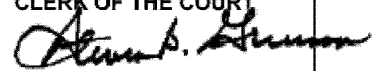
**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fox Rothschild LLP, and that on the 13<sup>th</sup> day of July, 2021, I served a copy of the foregoing **DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S REPLY IN SUPPORT OF ITS SUPPLEMENTAL POINTS AND AUTHORITIES TO COUNTERMOTION FOR SUMMARY JUDGMENT** through the Court's electronic service system to the parties listed below:

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

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

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 TYRONE KEITH ARMSTRONG,

18 Plaintiff,

19 vs.

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

Defendants.

) Case No. A-19-796941-C

) Dept. 18

) Hon. Mary Kay Holthus

) **REPLY RE SUPPLEMENTAL BRIEF**  
) **REGARDING THE STATUTES OF**  
) **LIMITATIONS BARRING PLAINTIFF'S**  
) **FIRST AMENDED COMPLAINT; AND**  
) **JOINDER TO DEFENDANT U.S. BANK**  
) **NATIONAL ASSOCIATION, AS**  
) **TRUSTEE FOR STRUCTURED ASSET**  
) **SECURITIES CORPORATION**  
) **MORTGAGE PASS-THROUGH**  
) **CERTIFICATES, SERIES 2007-BC3's**  
) **REPLY IN SUPPORT OF ITS**  
) **SUPPLEMENTAL POINTS AND**  
) **AUTHORITIES TO**  
) **COUNTERMOTIONS FOR SUMMARY**  
) **JUDGMENT**

) HEARING DATE: July 28, 2021

) HEARING TIME: 10:00 a.m.

1 Defendant PHH MORTGAGE CORPORATION; PHH MORTGAGE CORPORATION,  
2 successor to OCWEN LOAN SERVICING, LLC, erroneously named, ("PHH") submits the  
3 following Reply in response to Plaintiff's Supplemental Points and Authorities [Opposition aka  
4 "Plaintiff's brief"] and Regarding the Statutes of Limitations Barring Plaintiff's First Amended  
5 Complaint.  
6

7 Additionally, PHH hereby joins in and incorporates herein Defendant U.S. BANK  
8 NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES  
9 CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3's  
10 ("US Bank Trust") Reply in Support of its Supplemental Points and Authorities to  
11 Countermotions for Summary Judgment.  
12

13 **I. INTRODUCTION**

14 At the hearing on the Plaintiff's Amended Motion for Partial Summary Judgment  
15 ("MPSJ"), and Counter-Motions for Summary Judgment by Defendants US Bank Trust and PHH  
16 ("CMSJ), the Court denied Plaintiff's MPSJ and ordered Defendants to file supplemental  
17 briefing on the issue of the statutes of limitations regarding the claims alleged by Plaintiff  
18 culminating in the First Amended Complaint ("FAC"), with Plaintiff's opposition due by June  
19 30, 2021, and Defendants' replies by July 14, 2021.  
20

21 Plaintiff's brief suggests that the statutes of limitation do not apply to him or are tolled  
22 indefinitely under the discovery rule because he wanted to pursue discovery on his claims after  
23 he filed this action. He also repeats unrelated or erroneous 'red herring' arguments in an attempt  
24 to distract the Court from the statutes of limitation issue to bar this action.<sup>1</sup>  
25

26  
27 <sup>1</sup> The evidence with PHH's Supplemental Brief included the three declarations of Derrick Raleigh which were  
28 executed on April 8, May 3 and May 17, 2021 (referred to herein as "Apr. 8<sup>th</sup>", "May 3<sup>rd</sup>," or "May 17<sup>th</sup>" and  
"Raleigh Decl."), as well as the declaration of Jeffrey Allison ("Allison Decl."). Plaintiff's Brief ignores and again  
makes a hollow attempt without supporting evidence to repeat arguments demonstrated as false and/or wrong.



1 Plaintiff refinanced his house a third time with this loan during the same month his prior  
2 loan was set to adjust by adding the interest payment after the first two years. (FAC, Exh. 4 –  
3 *see* Adjustable Rate Note with 2 Year Rate Lock, stamped ARM053). Again, Plaintiff and his  
4 cohorts knew what they were doing and waited for over a decade to bring this action after  
5 owning the house for free without payments since January 2007. Plaintiff's action filed in 2019  
6 remains barred by the statutes of limitation applicable to the claims in his FAC.  
7

8 **II. PLAINTIFF FILED THIS ACTION REGARDING THE 2007 LOAN AFTER**  
9 **ADMITTED OPERATIVE EVENTS OVER A DECADE EARLIER**

10 Plaintiff cannot dispute the fact that he filed his Complaint to commence this action on  
11 June 19, 2019 asserting the following claims as amended in his FAC based on the 2007 loan  
12 secured by a Deed of Trust in favor of BNC Mortgage: (1) wrongful foreclosure; (2) quiet title;  
13 (3) declaratory relief; and (4) slander of title. Again, Plaintiff's action was filed many years after  
14 the following operative events **as alleged and established** by the evidence as time barred:  
15

- 16 1. 12 years after the 2007 BNC Deed of Trust securing the loan at issue was recorded on  
17 January 25, 2007. (FAC ¶ 16; Apr. 8<sup>th</sup> Raleigh Decl. ¶ 4, Exh. 2).
- 18 2. 9 years after a Notice of Default was recorded on May 6, 2010 for which Plaintiff  
19 admits receipt. (Complaint ¶ 36; FAC ¶ 35).
- 20 3. 9 years after Plaintiff attended his elected foreclosure mediation on the Notice of  
21 Default recorded on May 6, 2010, the purpose of which was to pursue a modification  
22 of the subject loan. (FAC ¶ 35; Apr. 8<sup>th</sup> Raleigh Decl. ¶ 9, Exh. 8).
- 23 4. 8 years after Plaintiff sent a letter dated March 28, 2011 to a prior servicer of the loan,  
24 Chase, regarding the loan and admitting his receipt of the Notice of Default recorded  
25 on May 6, 2010.<sup>2</sup> (May 3<sup>rd</sup> Raleigh Decl. ¶ 7, Exh. D).

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26  
27  
28 <sup>2</sup> PHH is the subsequent and current servicer for the loan beneficiary/holder US Bank Trust. PHH does not have an ownership interest in the loan. (Apr. 8<sup>th</sup> Raleigh Decl. ¶¶ 3, 6).

1           5. 5 years after Plaintiff sent a letter dated August 22, 2014 to a subsequent servicer of  
2           the loan, Ocwen, admitting he signed the loan and with nothing concerning any  
3           identity theft or lack of consideration. (May 17<sup>th</sup> Raleigh Decl. ¶ 4, Exh. E).

4           **III. PLAINTIFF'S FOUR CLAIMS REMAIN BARRED BY THE STATUTES OF**  
5           **LIMINATION**

6           Plaintiff's brief does not negate the statutes of limitation or establish a discovery rule to  
7           toll the statutes indefinitely until *after* he filed this action and pursued some further discovery  
8           herein.

9           **1. Wrongful Foreclosure is Time Barred**

10           Again, Plaintiff's first claim for wrongful foreclosure is barred by at most the 4-year  
11           statute of limitations under NRS 11.190(3)(a); 11.220. Plaintiff admittedly received the Notice  
12           of Default recorded in May 2010 to commence a non-judicial foreclosure on the loan, and  
13           participated in his elected foreclosure mediation based on the Notice of Default in October 2010.  
14           (Complaint ¶ 36; FAC ¶ 35; Apr. 8<sup>th</sup> Raleigh Decl. ¶ 9, Exh. 8). He knew of or reasonably  
15           should have known of the 2007 loan in default at that time, or at least was record and inquiry  
16           notice. Plaintiff did not file this action until many years later on June 19, 2019.

17           Plaintiff illogically argues without any controlling authority that just because there was  
18           no actual foreclosure, he could despite his allegations just ignore the loan and Notice of Default  
19           so he could keep the free house longer not subject to any statute of limitations.<sup>3</sup> His suggestion  
20           that a rescission of notice of default somehow terminated the statute of limitations regarding the  
21           2007 loan is erroneous and irrelevant. The statute of limitations does not require that one be in  
22           imminent jeopardy of losing his house if that is what Plaintiff suggests. Equally erroneous is  
23           

24           

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25           <sup>3</sup> Plaintiff acknowledged he was not making monthly payments on the loan originated in January 2007. (Complaint  
26           ¶ 33; FAC ¶ 31; Apr. 8<sup>th</sup> Raleigh Decl. ¶¶ 4, 11, 18, Exh. 3). The loan was and remained in default subject to  
27           foreclosure.

1 Plaintiff's suggestion for the first time without any claim in his FAC that the 2010 Notice of  
2 Default somehow accelerated the debt on his 2007 loan. Not only is this contrary to the Deed of  
3 Trust, the Notice and the law, but if believe it would only further confirm the statute of  
4 limitations was triggered by the Notice recorded in 2010.<sup>4</sup>

5 Further, there is no controlling law cited for his suggestion that a quiet title claim must be  
6 adjudicated first before a wrongful foreclosure claim which is tolled in the interim. Moreover,  
7 there is no cited or controlling law for Plaintiff's absurd suggestion that the statute of limitations  
8 is forever tolled until he decides to bring an action and pursue discovery. He could have filed the  
9 action within the four year statutory period, but chose not to do so no doubt because he wanted to  
10 enjoy a mortgage free house as long as possible before filing a suit seeking to invalidate any  
11 obligation he had to repay the loans securing the property. The wrongful foreclosure claim is  
12 barred by the statute of limitations.  
13

14  
15 **2. Quiet Title is Time Barred**

16 Plaintiff's second claim alleged in the FAC for quiet title is governed by a 5-year statute  
17 of limitations under NRS 11.080. The claim is based on the Deed of Trust for the loan recorded  
18 on January 25, 2007. (FAC ¶ 16; Apr. 8<sup>th</sup> Raleigh Decl. ¶ 4, Exh. 2). Plaintiff knew about the  
19 loan and admittedly received the Notice of Default recorded on May 6, 2010. (Complaint ¶ 36;  
20  
21  
22

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23 <sup>4</sup> Incidentally, a Notice of Default is recorded to commence a non-judicial foreclosure of a secured loan by  
24 estimating the monthly payment amounts in arrears the purpose of which is to afford at least 90 days for a borrower  
25 to pay the arrearages to cure the default and bring the loan current, i.e. to "reinstate" the loan, before a notice of sale  
26 is recorded to accelerate and estimate the total loan debt for a foreclosure sale. The loan is not accelerated by a  
27 notice of default. NRS § 107.080(1), (2)(c),(3), and (4). If a borrower after a notice of default timely elects a  
28 foreclosure mediation, then the 90 day period to record a notice of sale is extended until a certified completion of the  
mediation with no loan modification or loss mitigation. NRS 107.086; also see, Clayton v. Gardner, 107 Nev. 468,  
470, 813 P.2d 997, 999 (1991) (courts seldom find a loan acceleration in a default of payments and unless it is  
"exercised in a manner so clear and unequivocal that it leaves no doubt as the lender's intention"). Additionally, the  
10-year statute of repose under NRS 106.240 only applies after satisfaction or discharge of loans according to their  
terms, such as the maturity date. Here, the maturity date of the 2007 loan according to the Note is not until February  
1, 2037. (Apr. 8<sup>th</sup> Raleigh Decl. ¶ 3, Exh. 1). Further, this is Plaintiff's action, not a foreclosure action by  
Defendants.

1 FAC ¶ 35; Allison Decl. ¶¶ 2, 3, Exh. 19). Plaintiff did not file this action until many years later  
2 on June 19, 2019.

3 Plaintiff's argument that the statute of limitations for quiet title is not triggered until he is  
4 dispossessed of the property, does not provide the rule in full and is not applicable here.  
5 Plaintiff's FAC claim does not allege that he was dispossessed or that he seeks to quiet title  
6 against Defendants who have title to the property. Rather, Plaintiff's claim merely seeks to  
7 cancel the loan held and serviced by Defendants. Certainly, his ownership of the property  
8 secured by the defaulted loan has been called into question, which would be sufficient. If  
9 Plaintiff's inapposite argument had any credibility in this context, there would be no need for a  
10 quiet title action which is tantamount to a concession the claim should be dismissed as unripe. In  
11 either event, Plaintiff's quiet title claim is barred by the statute of limitations and/or should be  
12 dismissed.  
13

14  
15 **3. Declaratory Relief Claim is Time Barred**

16 Plaintiff's third claim alleged in the FAC for declaratory relief is governed by a 4-year  
17 statute of limitations under NRS 30.010 and based on the underlying wrongful foreclosure claim.  
18 The claim seeks a declaration that Plaintiff is not subject to the Deed of Trust recorded on  
19 January 25, 2007. (Complaint ¶ 33; FAC ¶¶ 31, 73; Apr. 8<sup>th</sup> Raleigh Decl. ¶¶ 4, 18, Exh. 2).  
20 Indeed, Plaintiff's brief even admits the 2007 BNC deed of trust is the basis for the claim.  
21 Plaintiff also admittedly knew about the loan and received the Notice of Default recorded on  
22 May 6, 2010. (Complaint ¶ 36; FAC ¶ 35; Allison Decl. ¶¶ 2, 3, Exh. 19). Plaintiff did not file  
23 this action until many years later on June 19, 2019.  
24

25 There is no cited or controlling law for Plaintiff's suggestion that a court must first find a  
26 foreclosure sale void or adjudicate a quiet title claim before the statute of limitations is triggered  
27 on the declaratory relief claim. Accordingly, Plaintiff's declaratory relief claim is barred by the  
28 statute of limitations.

1           **4.     Slander of Tile is Time Barred**

2           Plaintiff's fourth and final claim alleged in the FAC for slander of title is governed by a  
3 2-year statute of limitations under NRS 11.190(4)(c). The claim is based on the Deed of Trust  
4 for the loan recorded on January 25, 2007. (FAC ¶ 16; Apr. 8<sup>th</sup> Raleigh Decl. ¶ 4, Exh. 2). Once  
5 more, Plaintiff admittedly knew about the loan and received the Notice of Default recorded on  
6 May 6, 2010. (Complaint ¶ 36; FAC ¶ 35; Allison Decl. ¶¶ 2, 3, Exh. 19). Plaintiff did not file  
7 this action until many years later on June 19, 2019.  
8

9           Despite the suggestion in Plaintiff's brief, his slander of title claim is not based on some  
10 other home equity loan he purportedly applied for in 2017. Again, there is no cited or  
11 controlling law for Plaintiff's absurd suggestion that the statute of limitations is forever tolled  
12 until he decides to bring an action and pursue discovery. He could have filed the action within  
13 the two year statutory period, but chose not to do so he could continue enjoying a mortgage free  
14 property before ultimately having to deal with his mortgage loan repayment obligations.  
15 The slander of title claim is barred by the statute of limitations.  
16

17           **IV.     CONCLUSION**

18           For the reasons as set forth above, PHH respectfully requests that summary adjudication  
19 or judgment be entered in its favor on statute of limitations grounds, and/or that the claims in  
20 Plaintiff's FAC be dismissed with prejudice.  
21

22           Dated: July 13, 2021

HOUSER LLP

23  
24           /s/ Jeffrey S. Allison

Jeffrey S. Allison, Esq.

Attorneys for Defendants

25           PHH MORTGAGE CORPORATION; PHH  
26 MORTGAGE CORPORATION, successor  
27 to OCWEN LOAN SERVICING, LLC,  
28 erroneously named; and WESTERN  
PROGRESSIVE-NEVADA, INC.

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**CERTIFICATE OF SERVICE**

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

**REPLY RE SUPPLEMENTAL BRIEF REGARDING THE STATUTES OF LIMITATIONS BARRING PLAINTIFF'S FIRST AMENDED COMPLAINT; AND JOINDER TO DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3's REPLY IN SUPPORT OF ITS SUPPLEMENTAL POINTS AND AUTHORITIES TO COUNTERMOTIONS FOR SUMMARY JUDGMENT**

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

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

Dated: July 13, 2021

\_\_\_\_\_  
/s/ Jasmine Blanco  
An employee of HOUSER LLP



1 **RTRAN**

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

7  
8 **TYRONE ARMSTRONG,**  
9 **Plaintiff (s),**

**CASE#: A-19-796941-C**  
**DEPT. XVIII**

10 **vs.**

11 **US BANK NATIONAL**  
12 **ASSOCIATION,**  
13 **Defendant (s),**

14 **BEFORE THE HONORABLE MARY KAY HOLTHUS**  
15 **DISTRICT COURT JUDGE**  
16 **WEDNESDAY, JULY 28, 2021**

17 ***RECORDER'S TRANSCRIPT OF HEARING:***  
18 ***ALL PENDING MOTIONS***

19 **APPEARANCES:**

20 **For the Plaintiff (s):**

**TYRONE ARMSTRONG**  
**Pro Se**

21 **For the Defendant (s):**

**JEFFREY S. ALLISON, ESQ.**  
**KEVIN SUTEHALL, ESQ.**

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25 **RECORDED BY: YVETTE SISON, COURT RECORDER**

1 Las Vegas, Nevada, Wednesday, July 28, 2021

2

3 [Hearing began at 11:01 a.m.]

4 THE COURT: Tyrone Armstrong versus US Bank National  
5 Association, A796941.

6 MR. SUTEHALL: Good Morning, Your Honor, Kevin  
7 Sutehall on behalf of US Bank Trust.

8 THE COURT: Good Morning

9 MR. ALLISON: And Good Morning, Your Honor, Jeff  
10 Allison on behalf of PHH Mortgage Corporation, for itself, and as  
11 successor to Ocwen Loan Servicing.

12 THE COURT: Good Morning.

13 MR. ARMSTRONG: Tyrone Armstrong, Pro Se.

14 THE COURT: Mr. Armstrong, are you here on your own  
15 this time?

16 MR. ARMSTRONG: Yes ma'am.

17 THE COURT: Okay. Mr. Armstrong, here's the question --  
18 obviously we've been doing this for a very long time, and I just  
19 don't know how you get around the statute of limitations, whatever  
20 the statute of limitations is, whichever the cause of action,  
21 whichever year we run it.

22 In your own -- within your complaint, you essentially  
23 acknowledge that you knew of the cause of action, so your  
24 discovery, late argument doesn't really work. Do you know what  
25 I'm saying? You're alleging damages from back in what, 2010-



1 2011? Clearly, if you were suffering damages at that point, you  
2 were aware of what was going on. Do you understand what I'm  
3 saying?

4 MR. ARMSTRONG: I didn't know what was going on from  
5 when I had that feedback; but the statute of limitations says that it  
6 started when you -- when you're ejected from the home, and I've  
7 been in the home from day one. I never been ejected.

8 THE COURT: The Court has said, Mr. Armstrong, it's  
9 triggered when the Plaintiff is ejected from the property or has the  
10 validity or legality of his ownership or possession of the property  
11 called into question.

12 So, under the law, it starts running as soon as you  
13 become aware of somebody questioning the validity of your  
14 ownership, not -- you don't have to be physically removed from the  
15 property to start the clock.

16 MR. ARMSTRONG: They rescinded the default, and on  
17 the -- and on the home -- it never happened. The timing of the  
18 default was not based on that rule.

19 THE COURT: Yeah, I'm sorry Mr. Armstrong, I'm just not  
20 seeing anything. Counsel, do you have anything to add?

21 MR. ARMSTRONG: I didn't understand what you said.

22 THE COURT: Is there anything else you want to say Mr.  
23 Armstrong?

24 MR. ARMSTRONG: Yes ma'am.

25 THE COURT: Okay, go ahead.

1 MR. ARMSTRONG: Can you give me one second -- can  
2 you give me one second. I'm going to the Nevada Supreme Court,  
3 in the hope of the timing of the default is rendered moot. I'm  
4 obtaining foreclosure mediations to make -- produce the mortgage  
5 note and the deed of trust, but they did not [unintelligible] --

6 My rendering could not be determined until the Court  
7 makes a decision on my quiet title and foreclosed [unintelligible]  
8 the procedure in NRS 17, but if my claim is granted, then it will  
9 prove that I am not in default to Defendant, and they had no  
10 authority to foreclose. If they -- if the Court read my quiet title  
11 claim, that also would prove the false statement of my  
12 [unintelligible] of title.

13 Regarding US Bank counterclaims, there has been a  
14 [unintelligible] they [unintelligible] US Bank that I have never made  
15 a payment to them since they recorded the document in 2007.

16 They waited 14 years to follow up on these claims, yet  
17 they said the Court should not consider the status of the statute of  
18 limitations of the quiet claim, but they are all included in my motion  
19 I submitted, that's it.

20 THE COURT: Thank you. Counsel.

21 MR. SUTEHALL: Good Morning, Your Honor, Kevin  
22 Sutehall for US Bank Trust. I think you have summarized the issue.  
23 You read the appropriate provision from the *Berberich* case, and  
24 you know it's quiet title, but likely is time-barred just like the other  
25 three based on the Plaintiff's own words and admissions.

1           And so, we don't have anything to add other than to say  
2 that if Your Honor is inclined to grant the motion, the  
3 countermotion in this case, we request that the injunction that Your  
4 Honor answered in 2019 be lifted.

5           I guess one other note I would say is Mr. Armstrong is  
6 apparently referencing the counterclaim. The counterclaims are  
7 strictly contingent on the Plaintiff succeeding his claims. They're  
8 equitable claims to impose an equitable mortgage or unjust  
9 enrichment. They will be mooted upon dismissal of Plaintiff's  
10 claims if the Court is so inclined to do so. So, unless Your Honor  
11 has any other questions, I don't have anything further.

12           THE COURT: All right, yeah, I'm going to --

13           MR. ARMSTRONG: Excuse me.

14           THE COURT: Go ahead Mr. Armstrong.

15           MR. ARMSTRONG: These are not judicial foreclosures.  
16 They want judicial actions.

17           THE COURT: Anything else?

18           MR. ALLISON: Your Honor, this is Jeff Allison, I mirror  
19 the comments of Mr. Sutehall. I think all of these issues have been  
20 set forth in the papers. PHH's supplemental brief and reply brief, as  
21 well as US Bank's supplemental brief and reply brief, in which PHH  
22 has joined.

23           Mr. Armstrong keeps throwing out arrows, which are not  
24 supported or cited in his papers, and I think Your Honor can see  
25 through the charade, and I would request that the Court grant US

1 Bank's and PHH's supplemental briefs and enter a summary  
2 judgment on statute of limitations grounds.

3 THE COURT: That'll be the order. Counsel can you  
4 prepare and have Mr. Armstrong look over it please.

5 MR. ARMSTRONG: I filed this petition in defense of  
6 foreclosure not just because I wanted to file something.

7 THE COURT: I'm sorry? What did you say Mr.  
8 Armstrong?

9 MR. ARMSTRONG: I filed this petition in defense of a  
10 foreclosure, not just because I wanted to file something.

11 THE COURT: I'm having a hard time understanding, our  
12 connection isn't all that great.

13 MR. ARMSTRONG: I filed the complaint in the defense of  
14 a foreclosure.

15 THE COURT: Correct. I understand all that Mr.  
16 Armstrong, but based upon everything I've read, it appears that the  
17 statute of limitations have run. You received a notice of default  
18 back in 2010. Thank you.

19 MR. ARMSTRONG: So --

20 MR. SUTEHALL: Your Honor, Kevin Sutehall, one point of  
21 clarification, will the --

22 THE COURT: The injunction? Yes.

23 MR. SUTEHALL: Will the Court grant the injunction with  
24 it?

25 THE COURT: It is.

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MR. SUTEHALL: Okay, we'll put that with the order.

THE COURT: Thank you.

MR. SUTEHALL: Thank you.

MR. ARMSTRONG: So, how do we know who own the property?

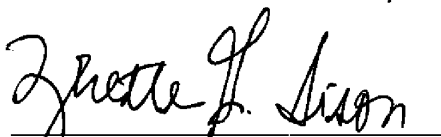
THE COURT: Mr. Armstrong, obviously you've been consulting with attorneys, and it's what you need to do at this point. I can't give you anymore information.

MR. ARMSTRONG: Yes ma'am.

[Hearing concluded at 11:14 a.m.]

\* \* \* \* \*

ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video proceedings in the above-entitled case to the best of my ability.

  
Yvette G. Sison  
Court Recorder/Transcriber