IN THE SUPREME COURT OF THE STATE OF NEVADA

TYRONE KEITH ARMSTRONG,

Appellant,

VS.

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

Respondents.

Supreme Court Case No.: 83545 Electronically Filed [District Court Case 2022 04:27 p.m. A-19-796941-C]Clerk of Supreme Court

RESPONDENTS' JOINT APPENDIX VOLUME 7 – (R 001464-R 001708)

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Email: mconnot@foxrothschild.com Email: ksutehall@foxrothschild.com Attorneys for Respondent U.S. Bank National Association, as Trustee for

Structured Asset Securities

Corporation Mortgage Pass-Through Certificates, Series 2007-BC3

JEFFREY S. ALLISON (8949) HOUSER LLP

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

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AND 6. FRAUD; VERIFIED COMPLAINT			
(ARBITRATION EXCEPTION CLAIMED:			
TITLE TO REAL PROPERTY)			

DATED this 28th 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:

Jeffrey S. Allison, Esq. Houser LLP 6671 S. Las Vegas Blvd., Ste. 210 Las Vegas, Nevada 89119 Telephone: (949) 679-1111 Email: jallison@houser-law.com

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

BY ELECTRONIC TRANSMISSION:

Tyrone Keith Armstrong performanceautomotive@gmail.com

DATED this 28th day of March, 2022.

/s/ Kevin M. Sutehall Kevin M. Sutehall

Allison Decl.

DECLARATION OF JEFFREY ALLISON

I, Jeffrey Allison, declare as follows:

- 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.
- 2. Attached hereto as **Exhibit "19"** is a true and correct copy of an Order entered on January 21, 2020 for a hearing on a motion by Plaintiff therein by the U.S. Bankruptcy Court of New York in the bankruptcy styled as *In Re: Lehman Bros. Holdings, Inc.*, USBC D.N.Y. Case No. 08-13555-scc. The Order was filed in this Court on January 21, 2020 as Exhibit 1 to Plaintiff's Status Report Re: Defendant BNC Mortgage, Inc.
- 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 3rd day of June, 2021 at Irvine, California.

<u>/s/ Jeffrey S. Allison</u> Jeffrey S. Allison, Esq.

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EXHIBIT "19"

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UNITED STATES	BANKRU	JPTCY	COURT
SOUTHERN DIST	RICT 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

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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

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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

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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. Morcover, 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

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

the origination of the loan.

4. Nothing contained in this Order shall preclude Armstrong from pursuing his

claims against the other defendants in the State Court Action, including, without limitation, his

claim to quiet title.

5. This Court shall retain jurisdiction with respect to all matters arising from or

related to the implementation and interpretation of this Order.

Dated: January 21, 2020 New York, New York

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

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Apr. 8th Raleigh Decl.

DECLARATION OF DERRICK RALEIGH

- 1. I am a Senior Loan Analyst employed by Ocwen Financial Corporation, whose indirect subsidiary is the servicer PHH Mortgage Corporation, successor to the prior servicer Ocwen Loan Servicing, LLC ("PHH"). I have personal knowledge of the facts stated herein, and I am authorized to make this declaration further set forth below.
- 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 familiar with PHH's business records and loan servicing systems, which includes records from the prior loan servicers, the beneficiary, and foreclosure agents or trustees. I make this declaration based upon my personal knowledge, my experience as a Senior Loan Analyst, and my knowledge and review of PHH's record-keeping systems and business records created and kept in the regular course of business as a servicer for and on behalf of the beneficiary. The records upon which I base this declaration are made in the ordinary course of business by persons who have a business duty to make such records of PHH, including those records from the predecessor servicer. The records are made at or near the time of the occurrence of the events that are recorded by persons with knowledge of the activity and transactions reflected in such records and are kept in the course of business activity conducted regularly by PHH. I have personally reviewed the records as they relate to this action and documents as set forth herein.
- 3. PHH is the servicer and has a power of attorney herein on behalf of U.S. Bank National Association, As Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3 ("U.S. Bank as Trustee"), the current assignee beneficiary of the loan that is the subject of this action. The subject loan was obtained in the name of Tyrone K. Armstrong as the borrower ("Armstrong") on or about January 18, 2007 in the principal amount of \$237,000.00 (the "Loan"). Armstrong's Loan is documented by an Adjustable Rate Note dated January 18, 2007 ("Note") in favor of the lender BNC Mortgage, Inc. ("BNC") endorsed in blank and with Addendums all executed bearing the signature of Armstrong ("Note"). The original wet-inked signed and endorsed Note is in the possession of

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

- 4. The Loan is secured against the real property located at 3713 Brentcove Drive, North Las Vegas, Nevada 89032 ("Property") by a Deed of Trust dated January 18, 2007 initialed on each page bearing the executed and notarized signature of Armstrong, with Riders thereto each also bearing an executed signature of Armstrong. The executed and notarized Deed of Trust with Riders was recorded in the official records of the Clark County Recorder on January 25, 2007 as Instrument No. 20070125-0003978 ("Deed of Trust"). The original beneficiary nominated for BNC in Section E of the Deed of Trust was Mortgage Electronic Registration Systems, Inc. ("MERS"). A true and correct copy of the Deed of Trust and Riders recorded and received is attached hereto as Exhibit "2."
- 5. On or about April 26, 2010, the Loan assigned from MERS to U.S. Bank as Trustee. An Assignment was recorded with the Clark County Recorder on May 6, 2010 as Instrument No. 20100506-0002258. Another Assignment from MERS to U.S. Bank as Trustee was recorded with the Clark County Recorder on April 6, 2015 as Instrument No. 20160406-0000759. The purpose of this recorded Assignment was to update and correct the names of the prior Assignment. True and correct copies of these recorded Assignments are attached collectively hereto as Exhibit "3."
- 6. The servicing of the Loan was transferred from the lender and original servicer BNC to Chase Home Finance LLC ("Chase") effected March 1, 2007. A true and correct copy of the notice of servicing transfer as received and bearing Armstrong's signature is attached hereto as Exhibit "4." The servicing of the Loan was then transferred from Chase to Ocwen Loan Servicing, LLC ("Ocwen") effective April 1, 2012. A true and correct copy of the notice of service transfer is attached hereto as Exhibit "5." The servicing of the Loan was subsequently transferred from Ocwen to PHH effective April 1, 2019. A true and correct copy of the notice of service transfer is attached hereto as Exhibit "6."
- 7. PHH's servicing records include copies received of the executed disclosures during the origination of the Loan with lender BNC. These included (1) an executed Customer

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

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

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

- 9. The records include a Mediator's Statement which I understand is issued upon the completion of a foreclosure mediation elected by the borrower after a recorded notice of default. I further understand the general purpose the mediation is to pursue ways to possibly avoid foreclosure, such as a loan modification. The Statement is signed by Armstrong for his foreclosure mediation elected after a recorded notice of default and completed on October 22, 2010. Based on Exhibit 4 referenced above, Chase would have been the Loan servicer at the time. The Statement does not indicate any dispute by Armstrong regarding the origination or signing of the Loan. On the contrary, it states on the last page before the signatures that, "Borrower agrees to submit all information requested in "Homeowner's Information Packet" supplied by lender within 10 days or November 3. Lender agrees to review for a loan modification and provide response within 30 days or Nov. 23. A true and correct copy of the Mediator Statement as received is attached as Exhibit "8"
- 10. Attached hereto as Exhibit "9," is a true and correct copy of a letter by Ocwen dated February 7, 2014 responding to servicing issues raised by Armstrong. The letter is included in PHH's servicing records.

- 11. Attached hereto collectively as Exhibit "10," are true and correct copies of Ocwen's loan transaction history from April 2, 2012 and PHH's account history to July 9, 2019. Adjustments and escrow advances for property taxes and insurance are reflected. The Loan was in default upon transfer of the servicing.
- 12. Attached hereto as Exhibit "11," is a true and correct copy of the prior deed of trust securing Armstrong's a loan in the original principal amount of \$224,000.00 in favor of the lender New Century Mortgage Corporation recorded on December 29, 2004. The servicing records reflect that upon foreclosure review in or about 2015, Ocwen discovered that this deed of trust still lingered on record even though that loan had apparently been paid off with the Loan in 2007.
- 13. I understand that a precautionary title insurance claim was submitted by a vendor of Ocwen as servicer on or about July 21, 2015 regarding the prior deed of trust. A true and correct copy of the two page title claim letter and form as received is attached hereto collectively as **Exhibit "12."** I further understand the title insurance company provided its coverage response agreeing to insure around for purposes of foreclosure and if applicable provide any further action regarding the prior deed of trust. Attached as **Exhibit "13"** is the title insurance company's response dated July 28, 2015 which I believe was produced in this action. I do not see requests by Ocwen directly to the successor or servicer of the prior deed of trust.
- 14. Attached hereto as Exhibit "14," is a true and correct copy of a Certificate regarding the foreclosure mediation program recorded with the Clark County Recorder on September 14, 2015 as Instrument No. 20150914-0000173. The recorded Certificate states, "The beneficiary may proceed with the foreclosure process."
- 15. Attached hereto as Exhibit "15," is a true and correct copy of a letter by Ocwen as the servicer dated November 29, 2016 responding to a request by Armstrong for a loan transaction history. The letter is included in PHH's servicing records.
- 16. Attached hereto as Exhibit "16," is a true and correct copy of a Substitution of Trustee and Full Reconveyance of the prior deed of trust in favor of New Century ultimately recorded by a trustee on behalf of what I understand to be the successor for the prior deed of

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

- 17. My review reflects Ocwen on behalf of U.S. Bank as Trustee caused a notice of trustee's sale to be recorded on November 25, 2015. It appears however the foreclosure was not completed and a notice of rescission was recorded on January 18, 2018 for various unrelated reasons. My review further reflects that Ocwen on behalf of U.S. Bank as Trustee caused a new foreclosure proceeding to be commenced shortly thereafter with a notice of default recorded on May 31, 2018 followed by a notice of trustee's sale on June 13, 2019. A true and correct copy of a print-out from the Clark County Recorder's Office regarding the recorded instruments reflected in the declaration is attached hereto as Exhibit "17." Armstrong then apparently filed this lawsuit on or about June 19, 2019 before the foreclosure process could be completed. As a result, litigation flags were raised on the Loan account and there has been no completed foreclosure to date. True and correct portions of Armstrong's Complaint and lis pendens bearing filing stamps as of June 19, 2019 are attached collectively hereto as Exhibit "18."
- is. Armstrong has not paid or tendered repayment to PHH of any amounts owed and due on the Loan either prior to this action or to date. The Loan is presently due for the May 1, 2009 monthly installments forward and a total debt balance outstanding which includes \$234,449.08 in principal. There has been no foreclosure sale. PHH as the subsequent servicer continues to make advances and carry the Loan debt for the assignee U.S. Bank as Trustee to its ongoing prejudice.

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 8 day of April 2021 at Mesquite, Texas.

Name: Derrick Raleigh

EXHIBIT "1"

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Cape)

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 10, 2007 (Due)

Irvino (Chy) California [Swe]

3713 BRENTCOVE DR, NORTH LAS VEGRS, NV 69032 (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 is ENC HORTGAGE, INC., A DELANARE 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 payment 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 may change.

. This amount

(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.

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MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) -Single Family - Famile Mee UNIFORM INSTRUMENT

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Form \$820 1/01

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YMF MORTCAGE FORMS - ROCHEZ1-7283

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of Fabruary, 2009, and on that day every month thereafter. Each date on which my interest rate could change is eailed 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 ladex is no longer available, the Note Holder will choose a new ladex 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 5.400 %. 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 8.400 %.

(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 relephone 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 how 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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Page 2 of 4

Form 3520 1/01

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

- (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 Rolder

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 Casts 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 has 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 the 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, Dead 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. Thus 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

Form 3520 1/01

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Property of the

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 tife by Borrower as a fungs date to a purchaser.

If all or any part of the Property or any faterest in the Property is sold or transferred (or if Borrower is not a natural person and a benefitiel 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 probibited by Applicable Law. Lender site shall not exercise this option if: (a) Borrower causes to be submitted to Lender Information required by Lender to evaluate the intended transferre as if a new loca were being made to the transferre; and (b) Lender reasonably determines that Lender's security will not be impatred 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 transferce to sign an assumption agreement that is acceptable to Lender and that obligates the transferce to keep all the promises and agreement made in the Note and this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument tubers Lender releases Rommer in artition.

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 falls 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.

	D SEAL(S) OF THE UNDEASIONED.	
TYPONE K. ARMSTRONG	(Scal) -Borrower	-Borrower
· · · · · · · · · · · · · · · · · · ·	-Borrower	(Seal)
	-Borows	(Scal) -Borover
	-Borrower	-Borno est
		(Sign Original Only)
		LA9011362
438N 10210	சிழுத் 4 நி க்	Form 382D 1/01

APPLICATION NUMBER:
BORROWERS NAME:
BORROWERS ADDRESS:

LAS011562

TYRONE K. ARMSTRONG

1713 BRENTCOVE DR

NORTH LAS VEGAS, NV 89032

ALLONGE TO NOTE

PAY TO THE ORDER OF:		
WITHOUT RECOURSE	BNC MORTGAGE, INC.	
BRIAN ROSS VICE PRESIDENT	7110,000	

Lasa No.: LAS011561

ADDENDUM TO NOTE FOR INTEREST ONLY PAYMENT FERLOD THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTRY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTRY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

This Addendom to Note for Enterest Only Payment Period is made this

January, 1907, and is incorporated into and shall be deemed to amend and supplement the Adjustable Rate Note of the same date (the "Note") and my Addenda to the Note given by the undersigned (the "Borrower") in evidence Borrower's indebtedness to ENC MORTGAGE, INC., A DELAWARE CORPORATION

(the "Lender"), which indebtedness is secured by a Mongage, Doed of Tous or Security Deed (the "Security Insurances"), of the same date and covering the property described to the Security Insurances and located at:

3713 BRENTCOVEDR, NORTH LAS VEGAS, NV 49013

Property Address!

ADDITIONAL COVENANTS: Unless specifically defined in this Addendum, my explutized terms shall have the same messing as in the Note. Notwiththading caything to the contrary set forth in the Note, Addends to the Note or Security Instrument, Surrower and Lender further covenant and agree as follows:

I. Sections 3 and 4 of the Note are modified to provide for stary (60) payments of interest only ("lattrest Only Period") at the laterest rates determined in accordance with Sections 2 and 4 of the Note. Sections 3 and 4 of the Note are modified as follows:

1. PAYMENTS

- (A) Then and Pizes of Payments.
- I will pay interest during the interest Only Period, and principal and interest thereafter, by making a payment
- I will make my monthly payments on the first day of each month beginning onMarch 1, 1807. I will make thate payments every month until I have peid 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 for date and will be applied as of its scheduled for date and will be applied to interest before principal. If on February 1, 1007, I still once amounts under this Note, I will pay those amounts in full on that date, which is called the "materity date."

 I will make my monthly payments at Chase Homes Finance LLC, Attn; Financial Procusing, Dept. 360, P.O. Bes 501816, San Dingo, CA 91184-1820, or at a different place if required by the Note Holder.

 (2) Assentat of My Interest Only Psyments.

 The first twenty-lease (24) monthly payments will be in the amount of U.S. \$1,36480, which require new

- The first twesty-Gear (24) monthly payments will be in the amount of U.S. \$1,264.00, which equals not received in 1/22) of the amount of yourly interest due on the principal at the fallful rate. These payments are called "Interest Only Payments."
- No payments of priocipal are due during the interest Only Period. The Interest Only Payments will not reduce the principal amount of this New Additional payments of principal may be made in accordance with Section 5 of this Nets.
 - (C) Monthly Payment Changes.

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

2. INTEREST RATE AND MONTELY PAYMENT CHANGES

(A) Change Detes.

The interest rate I will pay may change on the first day of February, 1809, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The lader.

(a)) her never as the first Change Date, my interest cuts will be based on an index. The "index" is the average of interbeak efferred cases for six month U.S. deliar-denominated deposits in the London market ("LBOR"), as published in The Wall Sweet format. 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 lader is no longer available, the Nou Holder will choose a new lader, which is besed upon comparable information. The Nets Holder will give me notice of this choice

(C) Calculation of Changes.

(C) Calculation of Changes.

Before each Change Data, the Nora Holder will calculate my new interest rate by adding nercentage points (4,950 %) Four And 950/1603

percentage point (4,950 %) to the Current Index. The Note Holder will then round the result of thir addition to the nearest one-righth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new Interess rate modil the nest Change Date.

The Neto Helder will then determine the amount of the monthly payment that would be sufficient to repay the torquid principal that I am expected to owe at the Change Date in full on the Mannity Date at my new interest rate in Secret Only Adj Sate New Addition

Page 1 of 2

Page 1 of 2

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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 Chenges.

(0) Limits on interest their Choops.

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 onto will server be increased or decreased on any single Change Date by more than ONE AND 00/100 percentage print(s) (1.00 %) from the rate of increase i have been paying for the proceeding 6 months. My interest rate will never be greater than 13.400 % or less than 6.400 %.

(E) Effective Date of Changes

hy new interest case will become effective on each Change Date. I will pay the amount of my nembly
payment beginning on the first mostily payment date after the Change Date until the amount of my nembly
payment changes again.

(F) Nodes of Change

The Note Holder will deliver or mail to upo a notice of any changes in my interest not end the amount of my receibly payment before the effective date of any change. The notice will include information required by law to be given to use and sho the title and triephone number of a person who will answer any quantions I may have regarding the notice.

(L. All other provisions of the Note and say Addenda are unchanged by this Addendam to Note for Interest Only Payments and remain in full force and effect.

BY SIGNOIC BELOW, Bottower and I of this Adjustable Rase Rider.	ececha mq	agrees to the terms and coverants contained in pages 1
TYLONE K DIMESTRONG	(Scal)	(Seal)
	(Seal)	(Sal)
	(Seat)	(541)
	(Seat)	(Stal)
Cantess I make additional paymen. Section 5 of this Note).	ta or beiner	i I will not be reducing the principal balance upl, which may be made in accordance with minimum payment, my principal balance will
TURNER MUSTOMO	(Seal)	(Soul)
	(Scal)	(Seal)
	(Seal)	(Seal)
	(Scal)	(Seal)
		······
	·	

PHH29

EASD11563

Loan No.: LAS011562

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 truster or mortgager, in favor of BNC MORTGAGE, INC., A DELAWARE CORPORATION ("Lender"), as beneficiary or mortgages, and (ii) that certain promissory note (the "Note") of the same data 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 payment 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

Tylone & Orna trosch	
Bottower TYRONE K. ARMSTRONG	Borrower
Bortower	Bonower
Bortower	Borrower
Воложет	Borrower

I.AS011562

Maria (Adjunates)

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EXHIBIT "2"

Assessor's Percel Humber: 139-09-217-099 Return To: BHC HORTGAGE, THC.

P.O. BOX 19656 IRVINE, CA 92623-9686

Prepared By:

Fee. \$36 00 HIC Fee: \$25 00

01/25/2007 120070014405 14-06-21

Requestor: MATCORPL PLLIPHOE TITLE

/II **Debbie Conway** Clark County Recorder

Fgs 23

Recording Requested by: National Alliance Title

Loan No.: LAS011562

21008CA13 915TP Space Above This Line For Recording Data]

DEED OF TRUST

MIN 100122200003016717

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 81 northe ai belivorg oals

(A) "Security Instrument" mains this document, which is dured January 18, 2007 (B) "Bettewith all Riders to this document.

(B) "Bettewer" is TIRGHE E. ARMSTRONG, A SINGLE MAN.

Bostower is the trustor mader this Scourty Instrument.
(C) "Lander" in this mortgage, the., a delaware corporation

Lender is a componention of Dalawaro of Dalawaro

NEVADA-Single Family-Famile Mac/Freddie Mac UNIFORM INSTRUMENT WITH MERS

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Page 1 of 15 faithful: TH
VMP Mongage Solutions (600)521-7291

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Lender's address is P.O. BOX 1969	56, IRVINE, CA 926:	23-9656	
D) "Trustes" is T.D. SERVICE C	CHPANT		•
E) "MERS" is Mortgage Electronic citing solely as a mortinee for Lende sader this Security Instrument, ME iddress and telephone number of P.O. F) "Note" means the promissory note fibe Note states that Borrower owes Lende 10/100	er and Lender's successor RS is organized and existing Box 2026, Flint, M1 4850 signed by Borrower and d	ts and assigns. MERS ng under the laws of D DI-2026, tel. (888) 679 lated January 10,	Is the beneficiary belowere, and has an O-MERS. 2007 sand and
	s interest. Borrower has proteiner than Problemary in has is described below und	1, 2037	
E) "Loam" means the debt evidenced the under the Note, and all sums due t T) "Riders" means all Riders to this Riders are to be executed by Borrower	under this Security Instrum Security Instrument that	sent, plus interest. are executed by Borro	
Balloon Rider Right Plant	iominium Rider ned Unit Development Rid ekiy Payment Rider	Second Home I let 1-4 Family Rid X Other(s) [special Prepayment Per	ler fy)
J) "Applicable Law" means all coordinances and administrative rules an non-appealable judicial opinions. E) "Community Association Dues, harges that are imposed on Borrov stocknion or similar organization.	id orders (that have the ef Fees, and Assessments" r wer or the Property by	Tect of law) as well as neans all dues, fees, as a condominium assoc	all applicable final, seraments and other lation, bosneowners
L) "Electronic Funds Transfer" in heck, draft, or similar paper instrus instrument, computer, or magnetic tap or credit an account. Such term inclu- nachine transactions, transfers initional runsfers.	ment, which is initiated to be so as to order, instruct, irles, but is not limited to	hrough an electronic : or authorize a financia o, point-of-sale transfe	terminal, telephonic il institution to debit ers, automated teller
M) "Escrow liems" means those item N) "Miscellaneous Proceeds" means by any third party (other than insurant amage to, or destruction of, the Property; (iii) conveyance in iteu of c site and/or condition of the Property. O) "Mortgage Insurance" means ins	any compensation, senter of proceeds paid under the operty; (ii) condemnation condemnation; or (iv) mis	meot, award of damage e coverages described if or other taking of all representations of, or	in Section 5) for: (i) for any part of the omissions as to, the
ne Loan. P. "Periodic Payment" meam the re- fote, plus (ii) any amounts under Sect (b) "RESPA" means the Real Easte mplementing regulation, Regulation i	log 3 of this Security Inst Scalement Procedures Ac	nument. 1 (12 U.S.C. Section 2	1601 et sec.) and its
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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 is 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 cominee for Lender and Lender's successors and assigns) and the successors and essigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and endiffications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Botrower 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, MEVADA (Name of Recording Jurisdiction):

LEGAL DESCRIPTION ATTACKED 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]

TOOETHER 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 inwfully selied of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is uneacumbered, except for encumbrances

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of record. Borrower warrants and will defend generally the sitte 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 coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real

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

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 evidence 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 cashler's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electroaic 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.

Payments are deemed received by Leader when received at the location designated in the Note or at such other location as may be designated by Leader in accordance with the notice provisions in Section 15. Leader may return any payment or partial payment or partial payments are insufficient to bring the Loan current. Leader 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 Leader is not obligated to apply such payments at the time such payment are accepted. If each Periodic Payment is applied as of its scheduled due date, then Leader need not pay interest on unapplied funds. Leader may hold such mapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Leader shall either apply such funds or return them to Borrower. In 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 radge have now or in the future against Leader shall relieve Borrower from making payments due under the Note and this Security Instrument.

2. Application of Psyments or Proceeds. Except as otherwise described in this Section 2, all psyments 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

due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to raduce the principal belance of the Note.

If Lender receives a payment from Bornower 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 Bornower to the repayment of the Periodic Payment is outstanding, Lender may apply any payment received from Bornower to the repayment of the Periodic Payments if, and to the extent that, each payment can be pald 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 Exercow Rems. Bornower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is pald in full, a sum (the "Funds") to provide for payment of armounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Froperty; (b) lessehold payments or ground rems on the Property, if any; (c) premiums for any and all lanurance required by Lender under Section 5; and (d) Mortgage Insurance premiums. If any, or any sums payable by Bornower to Londer 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 Lona, Lender m

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Borrower's obligation to pay the Funds for any or all Excrow Items. Lender may waive Borrower's obligation to pay to Lender Punds for any or all Excrow 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 Excrow 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 emount 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 Punds, 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 expecuditures 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 earliy (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 rums 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 lieu which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lieu in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lieu in good faith by, or defends against enforcement of the lieu in, legal proceedings which in Lender's opinion operate prevent the enforcement of the lieu while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lieu an agreement satisfactory to Lender subordinating the lieu to this Security Instrument. If Lender determines that any part of the Property is subject to a item 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 need 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 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 falls 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'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 distoursed 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 distoursement and shall be payable, with such interest, upon notice from Lender to Borrower secuesting payments.

All insurance policies required by Lender and renewals of such policies abail be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgage 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 mane Lender as mortgage clause and shall mane Lender as mortgages 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 toss 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 currer the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburge 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 carnings 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 tesseed, 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 shandous 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 rettle 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 uncerned 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 Insurancet, 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 Leader otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyord 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 distruse proceeds for the repairs and restoration to 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 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 falled 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, (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 sufforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, than Lender way 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 repairing 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 repeirs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dengerous conditions, and have utilities turned on or off. Although Lender may take scalen 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 extions 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. There amounts shall bear interest at the Notz rate from the date of disbursament 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 Leader agrees to the marger in writing.

10. Mortgage Insurrance. 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 cort 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 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 separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Londer again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance. Borrower has provided to make separately designated payments toward the premiums for Mortgage Insurance. Borrower has provided to make separately designated payments toward the premiums for Mortgage Insurance with any written agreement between Borrower and Lender providing for such termination or until termination is require

Mortgage Insurance relimburses 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

lavirace.

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 salisfactory 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 turds 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 "capitive 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 Innurance 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 Innurance, to have the Mortgage insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were uncarned at the time of such cancellation or termination.

termination.

11. Anignment of Mileralianeous 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 assure 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

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the nums 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 accured by this Security instrument immediately before the partial taking, destruction, or loss in value, incless 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 frection: (a) the total amount of the sums secured immediately before the partial taking destruction of loss in value distributed by the following frection:

multiplies by the following irrection: (a) the local amount of the same secures 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 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 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 Insurament 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 Leader's judgment, preciudes forfeiture of the Property or other material impairment of Leader'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 Leader's interest in the Property are bereby assigned and shall be paid to Leader.

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 Walver. Extension of the time for payment or modification of emortization of the sums secured by this Security Instrument granted by Lender to Borrower or my Successor in Interest of Borrower shall not operate to release the liability of Borrower or my 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 smootly 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

presiude 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 coverages and agreements of this Security Instrument tales Lender agrees to such release in writing. The coverages and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

Section 20) and benefit the successors and assigns of Leader.

14. Loan Charges. Leader may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Leader's interest in the Property and rights under this Security instrument, including, but not limited to, anormays' fees, property inspection and valuation fees. In regard to any other fees, the absence of expires authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fees. Leader 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 lean 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 malled by first class mail or when actually delivered to Borrower's notice address if sent by other ments. 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 Leader. 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. Change of sources, then portower shall only teport a change of accuracy initing man spectrum 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 transmit 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 sexually 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

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16. Governing Law, Severability; Rules of Construction. This Security instrument shall be governed by federal law sod 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 altent, 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 ilimited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or extrow agreement, the intent of which is the transfer of this by Borrower at a future date to a purchaser.

If all or any pan 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 probibited 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 accured 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 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 reinstates 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 thall remain fully effective as if no acceleration had occurred
- 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 moragage 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 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 lidgan) 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 elepte 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 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 bazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petrolerum products, 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 anyons eize to do, mything 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, lawrult 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) my 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 sarree 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 16 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, Lander 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 23, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lander 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 natice to be recorded in each county in which any part of the Property is located. Lender shall mail capies 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 suction 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 prime 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 reconvery 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, Leader may charge an assumption fee of U.S. S

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

Witnesses:		- 1 Ma -	- -
		THORE R. ARRESTRONG	-Borrower
			(Seal) -Barrower
	(Seal) -Borrower		-Bostower
	(Seal) -Ваггоwer		(Seal)
	(Scal) -Sorrower		(Seal) -Borrower

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STATE OF NEVADA COUNTY OF CLOUR H

This instrument was acknowledged before the on January 18, 2007

MAII TER Statements To: TERONS R. ARMSYRONG 3713 BRENTCOVE DR, HORTE LAS VEGAS, NV 89032



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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.

PLANNED UNIT DEVELOPMENT RIDER

Loan Number LAS611562

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 18th day of January, 2007

, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned ("Borrower") to secure Borrower's Note to BNC MORTGAGE, INC., A DELAWARE CORPORATION

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

3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032 [Property Address]

The Property includes, but is not fimited to, a parcel of land improved with a dwelling, together with other such parcels and cortain 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 Leader and which provides insurance coverage in the azzounts, for the periods, and against the hazards Leader requires, including fire and bezards included within the term "extended coverage," then:
- (i) Leader waives the provision in Covenant 3 of the Security Instrument for the monthly payment to Leader of one-twelfth of the yearly premium installments for bazard insurance on the Property; and
- (ii) Borrower's obligation under Covenant 1 of the Security Instrument to maintain barard 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 Lander prompt notice of any lapse in required bazard insurance coverage provided by the master or blanket policy.

PLANNED UNIT DEVELOPMENT RIDER PAge 1 of 2

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In the event of a distribution of hazard insurance proceeds in her 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 PIID, 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. Lander's Prior Commit. Borrower shell not, except after notice to Lander and with Lander's prior written constat, 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 my 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 readering the public liability traurance coverage maintained by the Owners Association unacceptable to Londer.
- 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.

TYPONE K ARMSTRONG BOSTOWER	(Seal) Borrower
(Seal) Borrower	(Seal) Borrower
(Seal) Borrower	(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 18th day of Jenuary, 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 data 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 Addends provide for an initial period of monthly payments of interest only, in the amount of 3 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 (or sixty (60) payments of interest only ("Interest Only Period") at the interest rates determined in accordance with Sections 2 and 4 of the Note.

I. PAYMENTS

- (A) Time and Piece 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.

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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. \$ 1,264.00, which equals one twelfth 1/12) of the amount of yearly interest due on the principal at the initial rate. These payments are called "interest Only Payments."

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

(C) Monthly Payment Changes.

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

2. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates.

The interest rate I will pay may change on the first day of Pebruary, 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 ladex 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 mouthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Manurity Date at my new interest rate in substantially equal payments. The result of this celculation 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 rooths. 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.

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(F) Notice of Changes

The Note Holder will deliver or mail to one 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 suswer any questions I may have regarding the notice.

All other provisions of the Note and any Addenda are unchanged by this Addendam to Note for interest Only Payments and remain to fall force and effect

II. By signing below, Borrower eccep Payment Period Addendum.	ots and agrees to the	terms and conditions contained in the Interest Only
TUROUS MADELLE TYPONE K ARMSTRONG	(Seal)	(Scal)
	(Seal)	(Scel)
	(Seal)	(Seal)
	(Seal)	(Seal)
additional payments of principal, which a	ray be made in acc	e reducing the principal balance (unless 1 make ordance with Section 5 of this Note). out, my principal balance will not be reduced.
TUTONE WARMSTRONG	(Seat)	(Seal)
	(Seal)	(Sea))
	(Seel)	(Seal)
	(Scal)	(Seat)
Talerest Only Adj. Rate Note Rider	Page 3 of 3	Rev. 102703
www	Bottower Laisials	TA
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RECORDING REQUESTED BY, AND WHEN RECORDED MAIL TO:

BNC MORTGAGE, INC. P.O. BOX 19656 IRVINE, CALIFORNIA 92623-9656

(Space above this line for Recorder's use)

PREPAYMENT CHARGE RIDER

Loan No.: LAS011562 Application No.: LAS011562

THIS PREPAYMENT CHARGE RIDER (the "Prepayment Rider") is made this 18th day of January, 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to BNC MORTGAGE, INC., A DELAWARE CORFORATION

("Leader") 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 Lastrument 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 antirety 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 ealy 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 oberge 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."

Page 1 of 2

200

LAS011567

By signing below, I (We) accept Prepayment Charge Rider.	and agree to the terms and coveni	uses contained in this
TYRONE K. ARMSTRONG	Borrower	· · · · · · · · · · · · · · · · · · ·
Воггожет	Borrower	
Вопоме;	Borrower	
(Space below	this line for Atknowledgment)	
		[.AS011562
	Page 2 of 2	

PHH54

EXHIBIT "3"

Inst 4: 201005060002258
Fees: \$14.09
NVC Fee: \$0.00
09/09/2010 11:20:08 AM
Receipt #: 340528
Requestor:
FIRST AMERICAN TITLE NDTS
Recorded By: 08A Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Requested and Prepared by:
The Cooper Castle Law Pirm
First American Title
When Recorded Mail To:
Chase Home Finance LLC
10790 Rnacho Bernardo Road
San DiegoCA92127
139 - 91 - 217 - 094

A.P.N.: 139-09-217-099 Loan No.: 24165052 TS NO: 10-04-4630-NV

4430221-73 ASSIGNMENT OF DEED OF TRUST

For Valua 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 Certificates, Series 2007-BC3 ell beneficial interest under that certain Dred of Trust dated: January 18, 2007 executed by Tyrone Armstrong, as Trustee, Software 18, 2007 of October 2007

DATE: April 16, 2010

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

FACT

Michael W. Chen, Esq., Managing Pariner

Acknowledgement. State of Nevada County of Clark

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

A 1-1

Tyrone Armstrong / 10-04-4630-NV

ANDREA SUELOW
FIGURY Public State of Yavada
APPT NO 09 11059 1
My AND Seprenting Common 10, 2013

Order 710075825 Doc 2.0|1|32003|CN|CN.2010050802258|1|0

PAGE 1 OF 1 Created By Anand S Printed 11/22/2013 to 47 27 AM I'

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

Inst #: 20150406-0800759
Fece: \$19.00
N/C Pec: \$9.00
04/08/2015 06:05:57 AM
Receipt #: 2374405
Requestor:
BECURITY CONNECTIONS INC
Recorded By: ECM Pge: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #:7100758254 "ARMSTRONG"
SELLER'S LENDER 1D#: 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" GMAC40GMACA00000000000004484586"

NVCLARK' NVCLARK_TRUST_ASSIGN_ASSN ' KS'K61GMAC'

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:

HARY KAMPEYER

Secretary

*UT*UTGMAC*03/24/2015 12:36:15 PM* GMAC40GMACA0000000000000000004484568* NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * KS*KS1GMAC*

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 3 of 3

STAT	E OF		1				
con	NTY O	Hillery	terek				
On_	MAR 2	<u> </u>	ے before me, _	Kare	g Smith	, a Notary Public in and for	,
		wik_ir	the State of	_ 1000	, personally		
_	RIL	MARY	IR, Assi	istant Secretary,	personally k	nown to me (or proved to me	อก
the ba	isis of a	atisfact	ory evidence) (o be the person(s) whose nar	ne(s) is/are subscribed to the	
within	n instru	ment an	d acknowledge	d to me that he	she they exe	cuted the same in his/her/their	
autho	rized c	specity,	and that by his	/her/their signat	ure on the in	strument the person(s), or the	
entity	upon t	ichalf ol	which the per-	son(s) acted, exc	cuted the in:	strument.	
W/ITA	JESS -		4 (5-1-1	.1	一次。	KAREN SMITH	
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Mail Tax Statements To: TYRONE ARMSTRONG, 3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 89032

'UT'UTGMAC'03/24/2015 12:38:15 PM' GMAC40GMACA000000000000004484588' NVCLARK' NVCLARK_TRUST_ASSIGN_ASSN ' KS'KS1GMAC'

EXHIBIT "4"

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS Loss Numb

Loss Number LASO11567

fee are become political that the servicion of roos or	petersee local that is, the cight to collect resonant from
	origings lasts, that is, the eight to collect payments from Mortgage, last,
CHASE HOME FOUNCELLC	, effective March 1, 1007
l'he essignment, tale et transfer ef the servicing of the of the mortgage lastrements, other than terms directly	e morigage loan does not affect any term of condition related to the servicing of your loan.
fixerst in limited circumstates, the law requires the days before this effective date of smaller, or at classiva- late than 15 days after this effective dute or at classiva- bave combined all necessary information in this one n	t your present servicer send you this notice at least 15 g. Your new servicer must also lead you this notice no g. In this case, the present servicer and the new service active
Your present servicer is BNC MORTGAGE, ENC.	A DELAWARE CORPORATION
If you have any questions relating to the transfer of department at (800) 587-0371 - between <u>8-10 a</u> following days: Monday through Friday. This is a roll	servicing from your present services call our servicing .g., and <u>1.30, a.m.</u> Pucific Standard Time on the -free number
Your new services will be <u>CHASE HOME. FINANC</u>	TLLC
The business address for your new servicer is: 10790 :	Rancho Berserdo Read, San Diego, CA 92109
The toll-free or collect call telephone number of your	new servicer is 1(800)542-7912
If you have any quantices priving to the transfer of a FINANCE LLC. ATTIN CUSTOMER CARE, DE s. c., andEOO_p.m. Eastern Standard Time on the	envicing to your new servicer call CHASE HOALE PARTHIENT 318 at 118001541-7977 between Fibo following days. Manday drough Friday
The date that your present services will stop eccepting The date that your new services will stort secupting p	g payments from you is <u>Algreb 1, 2007</u> syments from you is <u>Algreb 1, 2007</u>
You should also be ewere of the following inform. RESPA (12 U.S.C. §2605).	ation, which is set out in more detail in Section 6 c
During the 60-day period following the effective da received by your old servicer before its due date ma late fee may not be imposed on you.	is of the transfer of the took servicing, a four paymen y not be trasted by the new took services as late, and
scenant, and must provide you with a written chart	erisis consumer rights. If you send a "qualified write lag of your back, your services must provide you with "receipt of your request. A "qualified writen seques" ment coupon or after payenest medium supplied by it river, and your reasons for the request. Not later than 6 writer main mines any appropriate consections to you feethon regarding any dispute. Dornag this 60-Busans writen request.
A Bouleast Day is any day, excluding legal public b	olidaya (Stale or Federal), Saturday and Sunday
Section 6 of RESPA also provides for damages and a circumstances where services are abown to lave vio legal davice if you believe your rights have born with	costs for individuals or classes of individuals to Asted the requirements of that Section. You should see lated.
BOJRO/VE	r actorowledgement
I/We have read this disclosure form, and understand below.	its contents, as evidenced by mylour (onn signature(s)
THOME K. ARTISTRONG	Вопочет
Botowit	Bogower

ARE 11

EXHIBIT "5"



April 10, 2012

Tyrone Armstrono 3713 BRENTCOVE DR NORTH LAS VEGAS, NV 8903Z

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

OCWEN LOAN #:

PROPERTY ADDRESS:

7100758254 3713 BRENTCOVE DR NORTH LAS V. NV 89032

Dear Borrower(s):

Ocwan Loan Servicing, LLC ("Ocwan") 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 2805) we are informing you that affective April 1, 2012, the servicing of your mortgage loan, that is the right to collect payments from you, will be assigned, sold and/or bansferred from JPMorgan Chase Bank, N.A. to Ocwan. Except in limited circumstances, the law requires that your new Servicer must send you notice no later that it days after the servicing of the mortgage. affective data. The assignment, sale, or transfer of the servicing of the mortgage toan 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 toil-free telephone number.

Your new Servicer will be Ocwen. The business address for your new Servicer is set forth in the paragraph below. The toil-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 Ocwan and your mortgage loan may also be found online at www.ocwan.com.

Effective April 1, 2012 please direct your monthly montgage payments to your new Servicer, Ocwer. 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 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 60197-8440

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 Ocwan should include your new Ocwan Loan Number, as shown above. For your convenience, we have included a temporary payment coupon on the

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 eacrow for taxas or insurance, please take the necessary steps to have all future bills forwarded to

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

PROPERTY TAXES
Ocwan Loan Servicing, LLC Alto: Tax Department P.O. Box 24666 West Palm Beach, FL 33415-4665 Phone: (800)748-2936

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

Toli Free Fax: (888)882-1816

E-mail: updateinsuranceinfo@ocwen.com

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

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



www.ocwen.com

The transfer of servicing rights may effect 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 Cara 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 limely hashion. 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 Dowen, plasse call our office at (600)746-2935.

You should also be aware of the following information which is set out in more detail in Section 6 of the Real Estate Settlament Procedures Act ("RESPA") (12 U.S.C. Section 2805). During the 80-day penod 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 cartain 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 reviewst. 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. Ocwan 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 against concerning any orandus payment related to such period or qualified written request. However, this does not preven to Cowen from tribiting in processing provide information to a consumer report information about your account to cradit bursaus. 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 latter, please call our office at (800)745-2936 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 fill 9:00 pm ET or visit our website at www.powen.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 Detech below and include with your monthly payment.

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06 11 6 11	AMOUNT OUR	8					
point if your loan is current, any profess funds with first be applied to ourstanding property due and their oddfloned phosical. If this payment is made at a science is dralling, this bistactors to be	Additional Principal	s ()	OCWEN				
	Additional Escrew	8()	PO BOX 6440				
	Other (Plasse Epecity)	*	CAROL STREAM	II, 60	97-6440		
irdotradionel purposes enif.	Total Enciosed	s()					



Chocan Louis Servicing, 11.C. HELPING HOMEOWNERS IS WHAT WE DO!! WWW.OCWEN COVE

Welcome to Ocwen! Important Information

Tyrone Amesirong

PROPERTY ADDRESS 3713 BRENTCOVE OR NORTH LAS V NV 89032

OCWEN LOAN # 7100758254

Welcome to Oction and we hope this letter finds you well. As you may be aware. Oction 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 services, 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 and login with your Octors loan number provided above or use the account statement that we sent you

What if I was working an a resolution in resolve my delinquency (lactuding a Making Rome 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, using your Ocwen loan number.

If my account is not current, how the 4 make payment arringements?

If this is your primary mongage and you are currently living in the home, you may qualify for a government-sponsored resolution program. Login to our website, www.ocwen.com, using your foam number, and you can download the application package

If this is not your printery mortgage, or you would prefer to speak with someone, please cell 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 bely 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 occuen, 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 - 8:00sm to 9:00pm
Saturday- 8:00sm 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: Oewen 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 81852

EXHIBIT "6"



REPRESENTATION OF PRINTED INDUMENT

Ocwen Loan Servicing, LLC

www.ocwen.com Helping Homeowners is What We Do! * 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409 Tall free 800 746 1936

Loan Number: 7100758254

9-51 4-AVE-17-6 (1991) 3-94 3-61-100-42 3-008-600

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

Property Address: 3713 Brentcove Or North Las Vagas, 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 Mongage Services, a mortgage company with well-established maragage 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 scatement is mailed.



What We Will Do

This account number will remain the same after the transier.

During the first week site: 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 bankruptsy or has been discharged through bankruptsy, 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 callect a debt from you parsonally.

Page 1

INTERNET REPAINT

PHHSS



REPRESENTATION OF PRINTER OCCUPRED

Ocwen Loan Servicing, LLC

www.ocwen.com Helping Homeowners Is What We Dol® 1661 Warthington 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, hatard disbursements, tax disbursements, paperless documents, and year-end statements are also available. Specific registration instructions for Ocwen customers is listed on the MortgageQuestions comhome page

MMLS # 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.

Page 2

Ir.TC



REPRESENTATION OF PRINTED Ocwen Loan Servicing, LLC

www.ocwen.com Helping Homeowners is Whot 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 moregage payments. The transfer of servicing does not affect any term or condition of the moregage other than terms directly related to the servicing of the account.

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

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

For any questions about the mergage account or this transfer, please contact Ocwan or PHH using this information

	Until 3/31/2019:	On or After 4/1/2019.
Servicer	Current Servicer Ocwen Loan Servicing, LLC	New Servicer PHH Mortgage Services
Department	Custamer Service	Custamer Service
Toll-Free Number	800 746.2936	877,744 1506
Website	acwencustomers com	MortgageQuestions.com
Address	P.O 80x 24736 West Palm Beach, FL 33416	1 Mortgage Way Mr. 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 PMH as late, and a late ree may not be assessed to the

Remember, Otwen 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 855 245.3916.

Sincerely. Ocwen Loan Servicing, LLC

GOYEPHH_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 3

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PHM67



REPRESENTATION OF PRETED ROCLARD OCCUPANT

www.ocwen.com
Helping Homeowners is Whot We Do!*

1661 Worth Agran Road, Suite 100 West Paim Beach, Ft 33409 Foll Free: 800 746.2936

Minguilla Asked Questions about Servicing Transfers

Why is my mortgage account being transferred?

Ocwan Loan Sarviding has joined forces with PHH Mortgage Services, a mortgage company with well-established mortgage origination and servicing capabilities. At 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 oppons, in addition to making a payment by mail, the accountholder may entoit 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 Services/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 Ocwan, but it does not show up on my PHH account?

If Ocwan 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 MorigageQuestions.com. 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 disbursaments, tax disbursaments, paperless documents, and year-and 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 MorgageQuestions.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

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INTERNET REPRINT



REPRESENTATION OF PROPERTY OF THE Ocwen Loan Servicing, LLC

MO2, 1151420, WWW Helping Homeowners Is What We Da! " 1661 Worthington Road, Suite 100 West Palm Beach, FL 33009 Toll Frag 800 746 1916

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. Ocwan's seconds 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 tha 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 line! 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 PMN?

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 those documents be sent to PHH now?

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

This communication is from a debt collector attempting to callect a debt; any information abtained will be used for that purpose However, if the debt is in active bankruptcy or has been discharged chrough 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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Ocwen Loan Servicing, LLC

viww acwen com Helping Hameowners is What We Dol * 1661 Worthington Road, Suite 100 West Palm Beach, Ft 33409 Toli 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

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@mortgagefamiry.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 Ocwan 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 Ocwan'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.

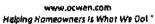
This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is provided purely for informational purposes only with regard to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

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INTERMET REPRINT

REPRESENTATION OF PROSESS OF COMEST Ocwen Loan Servicing, LLC

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





Throng Agreement.	Ocwen Account Number: 7100758254 &
(Pipplement)	Oction Account Number: 7100758154 & Pior Account Number: 7100758154
Horst Les Versie IV arkes 3157	
Payable to:	Note:
PHH Mortgage Sarvices	
P.O. Box 371458	
Pittsburgh, PA 15250-7458	Amount of Payment: \$

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NMLS N 1852

GBYEPHH_ACH
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INTERNET REPR J

EXHIBIT "7"

Loan Number: LASO11682 (

Customer Identification Form

TO BE COMPLETED BY THE CLOSING AGENT

FRIOR TO GEOS	SING DO	CO BENIG BIGNED	
Closing Addition names	, have	a personally verified the identity of the fi	ollowing
listed borrowers and have provided a describe borrower's identity. (Example: John Smil	pilon of th h by NYS	e government-lasued identification used i Driver's License #123456769 expires 12/1	to verify 2/04.)
TYPONE K. ARMSTRONG	by	(Form of ID examined)	_; end
	by	(Form of ID examined)	_; and
	by	(Form of ID examined)	_; a nd
	by	(Form of ID examined)	_; and
	by	(form of ID examined)	_; end
	by	(Form of ID examined)	_; and
-	by	(Form of 10 examined)	_; and
	by	(Form of ID examined)	_; and
(Closing Agent's signature)		alen	
"THIS FORM MUST BE RETURNED WITH A COPY OF THE IDENTIFICATION USED S	ł THE CLA	DSING PACKAGE TO BNC TOGETHE DRROWER(S).**	я WПН
USA Patriot Act Procedure Raleasa 1.2 prickal UK2005			

4963

PHH18

LAS011562

1 JAN. 23. 2007 12:04R4 RATIONAL ALLIANCE NO. 2212 P. 2



Loca No LASSIISES

SIGNATURE AFFIDAVIT AND AKA STATEMENT

SIGNATURE STAT EMENT

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TYRONE K. ARMSTRONG	Typone Olynotioned
Rainer	THE Bear of Bearing
AKA	STATEMENT
I TYRONEK ARMSTRONG	further certify that I am also known so
TV COME K Armstrang	Typose Mustiong Stoops Signature (Variable)
Nama Verision (Print)	Sample Structure (Variation)
Name Variation (Print)	Sample Signatuse (Variation)
Name Verlation (Print)	Sample Signature (Variation)
Neme Variation (Print)	Sumple Signature (Variation)
Ship of NEVADA County of CLARK	
On Emmany the goes , before an	e REPOULLE HAVING ARMSTRONG
subscribed to the within buttument and acknowledged to	satisfactory evidence) to be the person(s) whose name(s) is/use use that hi/her/hey sacroted the same in his/her/helt subscrized instrument the person(s), or the earlity upon height of which the
WITNESS my band and official stat.	
Signature Property of the Signature of t	NOTALY FURNIC STREET AND



Cartification

The endersigned certify the fellowing.

1. If We have applied for a managage loss from BNC-MORTCLAGE, INC., A DELAWARE CORPORATION . In applying for the loss, I/we completed a form application containing vertices informance on the purpose of this loss, the amount and success of the ways present and income information, and assets and timblifies. I/We easily that all of the information is true and complete. I/We make no order presentations in the loss application or other documents, nor file I/we peak perfectly information.

- 2. VWe understand and agree that BNC MORTGAGE, TNC., A DELAWARE CORPORATION
 reserves the right to change the morte specimen from process to a fail documentation
 program. This may include verifying the information provided on the application with the employer and/or the flagscald testimation
- 3. DWe filly enderstand that it is a Federal crime guestiable by the or imprisonment, or both, to improvingly make any false statements when applying for this coorigage, as applicable under the provisions of Kiris 16, United States Code, Seesien 1014.

Actionistics to Release Information

To Whom It May Consens:

1. UWe have egylled for a mortgage loan from ENC MORTGAGE, INC., A DELAWARE CORPORATION

As part of the application process, BNC MORTGAGE, INC.,

A DELAWARE CORPORATION required in connection with the total, may welly information contained in mylous loan application and in other documents required in connection with the total, with a fellow the least is closed or as pert of its quility success program.

1. We emberte you to provide BNC MORTGAGE, INC., A DELAWARE CORPORATION

and to any investor to whom BNC MORTOAGE, LNC., A the mortage guaranty busine (if my), my end all inflormation and documentation that they request. Such inflormation and documentation that they request. Such inflormation includes, but is not limited to, employment platery and income; bank, one may student and similar account balances, credit bistory, and copies of income has returns.

- 3. BNCMORTGAGE, INC., A DELAWARE CORPORATION toy investor that purchases the manys ps. or the energy personsy insurer (II soy), may address this enthorized to any party named in the four application.
- 4 A copy of this such original may be a trapped as an original.
- 5. Your process reply to BNC MORTGAGE, INC., A DELAWARE CORPORATION or the montgage grane by laware (if any) is appordated.
- 6. Mongage guarany besurer (if any).

TUDIL K ULLTONG BOSTONE K ARMSTRONG	Social Security Number
Borts Wer	Social Security Number
Borto Wel	Social Security Humber
Borrower	Social Security Number
Borrower	Social Security Number
Banowu	Social Security Number

BNC Mortgage, Inc.



Loan: LAS011562

IMPORTANT NOTICE OF LOAN TERMS

The TOTAL AMOUNT of your mortge	age toen is \$ _237,000.0	<u>)0 </u>	
Your loan amount includes TOTAL L	ENDER AND BROKER	FEES OF \$ 4,265.00	
Lender is charging you \$ 0,00	In Ioan D	ISCOUNT POINTS, which lowers	the interest rate on your loan
Fixed Rate: Your loan will bear	Interest at	_%.	
Your MONTHLY PAYMENT	S (1) of principal and inte	rest will be \$for	the life of your loan,
Interest-Only - You are on MONTHLY PAYMENTS (1) will increa will be \$	ly required to pay the tr sse as you start to pay d	nterest accruing on your loan for own the principal amount of your	the first 60 months, after which your loan. Your initial interest-only payment
X Adjustable Rate: The starting re			
This loan is a fixed rate loan interest rate and loan payments can greater than	for months. Aft	er that the rate may adjust. This _ months, depending on market	means that after the initial period, your rates. Your interest rate will never be
X This loan is a fixed rate loar interest rate and loan payments can sthan 13.400 % or less than	for 24 months. After the contract of the contr	er that the rate may adjust. This nthis, depending on market rates.	means that after the initial period, your Your interest rate will never be greater
Your initial MONTHLY PAY which they may increase as your loan	MENTS (I) of principal a Interest rate adjusts,	nd interest will be \$	for the first 24 months, after
X interest-Only - You are onl MONTHLY PAYMENTS (1) will increase any increase resulting from adjustr	y required to pay the in se as you start to pay d nents to your interest r	tarest accruing on your loan for i own the principal amount of your ate. Your initial interest-only pays	the first 60 months, after which your loan. This increase is in addition to ment will be \$ 1,254.00
Belioon Feature: Your loan also debt in equal installments. You will be	contains a balloon feat. required to make a tum	re. This means your monthly pa p sum payment at the time of mat	yment will not be sufficient to repay the unity.
X. This loan has a PREPAYMENT P may be required to a pay prepaymen Penalty Disclosure. For example, if \$_8,087.20 . Actual penalty will be	ENALTY. This means to the penalty fee in accord you paid your loan in e based on the amount p	hat if you were to prepay your loa ance with the terms outlined in y full the first month after closing prepaid and the terms in effect at	n in part or full within <u>24</u> months, you rour note documents and Prepayment , your prepayment penaky would be the time of prepayment.
I ACKNOWLEDGE RECEIPT OF THE			
Bonower TYRONE K. ARMSTRONG	Date	Borrower	Date
Borrower	Date	Borrower	Date
Borrower	Date	Вопомес	Date
1 - Monthly payments do not include the c	ost of properly taxes, home	Ovner's insurance, private mortgage In	surance or any other monthly fees.
Important Notice of Loan Terms			

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."

Tylack Amothers (Applicant's Signature)	
(Applicant's Signature)	(Date)

-1-

Adjustable Interest Rate Leen Programs Disclesure 08/95 v2
ADMLPDG16:rff
House

Page 16 of 16

SISCLOSURE NOTICES

Date: 1/20/2008

Applicant(s):	Property Address:
TYRONE ARKSTRONG	3713 BRENT COVE DR
	Morth Las Vegas, NV 89772
	l
AFFEDAVIT OF	OCCUPANCY
Applicant(s) hereby certify and acknowledge that, upon faith status will be as follows:	g title to the rest properly described above, their occupancy
Primary Residence - Occupied by Applicant(s) within 3	0 days of closing.
 Secondary Residence - To be consisted by Applic white matriciping phycles residence elevation. (P residence at a future date (a.g., retirement)). 	uni(s) at least 16 days yearly as second home (encoders ats), lages check the box () you plan to establish it as your parmery
Investment Property - Not owner occupied. Purchased	se an investment to be held or rented.
The Application acknowledge is to a federal crime punishable externed contacting the last application as applicable under TWOPL Music ITO AD	by the or imprisonment, or both, to knowingly make any tales , the previsions of Title 18, United States Code, Section 1014
APPLICANT SIGNATURE	CO-APPLICANT EXNATURE
• • • • • • • • • • • • • • • • • • • •	IN STATEMENT
portionals because agent or company to protect the mortes to listentiate Commissionar, that the right is here the instruction provided the company tests the requirement of the lends requirement of the lends requirement of the tends requirement of the tends requirement of the tends requirement of the tends requirement of the requirement of the constant is the requirement of the company and the excepting of the coverage. I have east the time of privileges and those of the tends relative to the packing of such I have selected the following agencies to write the fraumence covering	may not require the applicant to take insurance through any ped property. The applicant, subjected to the rules educated by nice placed with an issurance agent or company of his choice, it. The lender has the sight to designate resconde (denotal surance Commissioner relative fuento, and understand my rights insurance. g the property described above:
Insurance Company Name	Agont
Agorto Address The Horal Olh Atten	Agent's Yelephone Number
APPLICATE SIGNATURE	CO-APPLICANT SIGNATURE
FAIR CREDIT S	REPORTING ACT
An investigation will be made as to the credit standing of all in any investigation will be fundamed to you upon written networked to be to an uniformative constance apont, you will be selved report send of your right to request within skidy (60) done the red the Fast Credit Reporting Act. Transcript Dead Transcript	instribute secting could in this application. The nature and acops as most within a personable period of time, in the avers of credit seed of the identity of the Coreumer Reporting Agency making with soon for the advance action, postured to provisitely of section \$15(b)
APPLICANT SIGNATURE	CO-APPLICANT SIGNATURE
FHA LO	ANS ONLY
	LAR METALLMENT DATE, YOU MAY SE ASSESSED INTEREST
	NT LOANS ONLY
BICHT TO BRANCIN DOWLEY ACT OF 1978 - The bearing	or to your as required by the Right to Financial Privacy Act of 1976 that the planate Affairs her a right of access to financial records held by a financial statistance to you. Plancial records heading your transaction will be Department of Veturess Affairs without british notice or authorization but Department without your consent except as required or permitted by Jaw.
APPLICANT SIGNATURE	CO-APPLICANT SIGNATURE

Calym Form - dissort.frm (9/98)

BNC MORTGAGE, INC., A DELAM CORPORATION P.O. BOX 19656 IRVINE, CA 92623-9656

Application Number: J_E011562

Loan Number: LASS 1992 Leader: 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. PEDERAL LAW GIVES YOU CERTAIN RELATED RIGHTS. READ THIS STATEMENT AND SIGN IT ONLY IF YOU UNDERSTAND ITS CONTENTS.

ecruse 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 excrow account payments, if any. If your loan servicer changes, there are certain procedures that must be followed. This statement generally explains those

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 services, the name, address, and toll-free or collect-call telephone number of the new services, 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 services before its due date may not be treated by the new loan services 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 services, which includes your name and account number, and your reasons for the request. Not later than 60 Business Days after receiving your request, your services 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.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances when 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 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 TRANSFERI	RED (Rounded to nearest quartile - 0 % 25 %	50 % 75 % ~ 100 %)
2004 100.00%		70 70, 13 70 Oc. 100 70;
2005 100.00%		
2006 100.00%		
BNC MORTGAGE, INC.	January 18, 2007	
Lender's Authorized Representative	Date	
ACKNOWLEDGMENT OF	MORTGAGE LOAN APPLICANT	
I/We have read this discionure form and understand its con-	lents. As evidenced by my/our signature(s) helou	v
TURBLE K Mushoul Makes		•
TYRONE K. ARMSTRONG	Applicant	Dute
Applicant Date	Applicant	Cata
Applicant Bu	Applicant	Date

Lender: BNC MORTGAGE, INC., A DELAWARE CORPORATION P.O. BOX 19656 IRVINE, CA 93613-9636

Loan No: LASS11562 App. No: LASS11562

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 Notic	•
Typone K Wind though	
APPECIAL TYRONE K. ARMSTRONG	Applicant
Applicant	Applicant
Applicant	Applicant

B AN HOODSH

IMPORTANT APPI	LICANT INFORM	ATION
Sorrower Name(s):	Lender:	
	ENC MORIGAGE, INC., P.O. BOX 19656, IRVI	A DELAWARE CORPORATION NE, CA 92623-9656
roperty Address: 3713 BRENTCOVE DR, NORTH LAS VEGAS, NV 39032	Date: January 18, 2007	
IMPORTANT INFORMATION ABOU	IT PROCEDURES FOR REQUE	STING A LOAN
To help the government fight the activities, Federal law requires all record information that identifies requests a loan. What this means for you: When you address, date of birth, and other in We may also ask to see your driven.	financial institutions to obta each person who opens a purequest a loan, we will ask enformation that will allow us to	in, verify, and an account or for your name, o identify you.
Tytal (Motorie 1/9) Borrelier TYRONE K. ARMSTRONG	27 tie Borrower	Date
Borrower Da	ta Borrower	Date
Borrower Os	te Borrower	Date
Borrower Date	e Borrower	Oate

EQUAL CREDIT OPPORTUNITY ACT

APPLICATION NO ARMSTRONG

Dale: 11/20/2006

PROPERTY ADDRESS: 3713 BRENT COVE DR North Las Vegas, NV 60032

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 at or part of the applicants 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 the company is the Office of the Comptretter 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 stimony, child support or separate maintenance payment if you choose not to do so.

Having made this disclosure to you, we are parmitted 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 quality for the loan for which you are applying.

(Applicant) (Date)

CALVA Form Especies 4/85

(Applicant) (Data)

11-20-06

(Applicant) (Data)

Ce ya Form páuloánia,5m 04/04

PATRIOT ACT INFORMATION DISCLOSURE

Applicant Name Co-Applicant Name	TOTO PARLACTED FROM	
Present Address	STIS BRENT COVE DR. Herb Las Ve	ans. My 41932
Mailing Address	JY13 BRENT GOVE DR. North Lee Ve	289. MY \$1932
To help the governme	nt fight the funding of terrorism and verify, and record information that id	monsy laundering activities, Federal law requires all financi entifies each person who opens an account
What this means for	you. When you open an account a	we will ask for your name, address, date of birth, and other lisk to see your driver's license of other identifying document
liwe seknowledge the	at two received a copy of this disc	OBLUTO,
Ty MANU Application	Omo house	//-20-06 Date
Applicent		Date

PRIVACY POLICY DISCLOSURE

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

Respecting and protecting outcomer 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 our states 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 final 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 expising the Following:

- · Projecting the confidentiality of our customer information.
- Who is covered by the Privacy Policy.
 How we gather information.

- The types of information we chare, 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 Gustomer 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 unsulturized access, situration, 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 compenses to provide services to us or make products and services available to you. Under these agreements, it is compenses may receive information about you but they must seregued the 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 of former outcomers.

How We Gather Information:

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

- Applications, forms, and other information that you provide to us, whether in writing, in person, by telephone stactomics by, 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 be ances, payment history, and account usage;
- Consumer reporting agencies. This information may include account information and information about your credit worthinges,
- Public gources. This information may include real estate records, employment records, takenhous numbers, str.

Information We Share:

We may disclose information we have about you as permitted by tew. 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 burnaus.
- · To consumer reporting agencies,

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No. 4840 P. 30/41

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- To respond to a subposens or court order, judicial processe or regulatory authorities.
- · In connection with a proposed or actual sale, marger, or transfer of all or a portion of a business or an operating

In addition, we may provide information about you to our service providers to help us process your explications or service your scrounts. Our service providers may include billing service providers, mell and talephone service companies, landers, investors, title and escrow companies, spraisal 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 size may share information about you within our corporate family of office(s). We may share all of the catagories of information we gather about you, including identification information (such as your name and address), credit reports (such as your excit interpr), application information (such as your income or credit references), your secount 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 cer.

You may prohibit the sharing of application and third-party oradit-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 ghare personal informat	ion about me with non-affiliated third-parties.
	ion about me with any of your affiliates axeept as necessary to enforce a transaction requested or authorized by myself.
Plasse do not contact me with offers o	f products or services by mail
Please do not contact me with offers o	f products or services by telephone
Note for Joint Accounts: Your Opt Out choices will if those individuals have separate accounts, your t	T zieo apply to other individuals who are joint account halders. Opt Gut will not apply to those separeto accounts.
TYRONE ARMSTRONG	ABPEN HORE LOAN
Name	Coropeny Name
3718 BRENT COVE OR	826 E. 87ATE RD
Address	Address
North Les Veges, NY 89812	Cedar Gily LIT, 84720
City, State, Zip	City, Biste, 20
702-431-4103	702-861-1781
Phones	Phone #
ARMSTRÖNG '	
Loen #	-
Tulone Mustrone	1-20-06
Sommer's Signature Data	Co-Borrower's Signature Data
· //	Cafer Form - school Jen (M

NOTICE TO APPLICANT OF RIGHT TO RECEIVE COPY OF APPRAISAL REPORT

APPLICATION NO- ARMSTRONG

Date; 11/20/2404

PROPERTY ADDRESS: 3713 BRENT COVE OR

North Las Veges, MV 99032 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 so days afterwe 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:

ABPEN HOME LOAN 826 E. STATE RO Codar City, UT \$4726

Takore	Musting 11-20-06	_	
TYPONE ARMSTRONG	(Apolicanii Deta)	(Applicant)	(Date)

(Applicant) (Cale)

(Asplicant) (Dete)

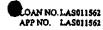
Ján. 10.	2007	10:06PM
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No. 4840 P. 32/41

gniofyneE	Transfer	Estimates

041	Alcius Leusia. Conurses
1,	The following is the best estimate of what will happen to the servicing of your mortgage loan:
	A. We may assign, sall or transfer the servicing of your loan while the loan is outstanding.
	We are able to service your loan, and wo Will service your loan. Will not service your toan. haven't decided whether to service your toan.
	We do not service mortgage loans
	We presently intend to assign, sell of transfer the servicing of your mortgage toan. 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 astimate that the percentage of such loans for which we will transfer servicing is between:
	0 to 25% 28 to 60% 51 to 75% 78 to 100%
	This estimate
	This is only our best estimate and it is not binding. Susiness conditions or other circumstances may effect our future transferring decisions.
3.	A. We have previously essigned, sold, or transferred the servicing of mortgage loans
	8. 📝 This is our record of transferring the servicing of mortgage loans we have made in
	Year Percentage of Loans Transferred
	2004 100 %
	100 %
	1004 100 %
	This information 🔲 does 🗋 does not include assignments, sales or transfers to sifflicites or subsidiaries
Ao	know/adgment of Morigage Loan Applicant(s)
	We have read and understood the disclosure, and understand that the disclosure is a required part of the htgage application as evidenced by my/our signature(s) below;
7	MODEL MYSTREWOOII-20-05 GOAN TYRONE ARMSTRONG Daile Daile Applicant Daile
AD	Date TYRONE ARMSTRONG Date Applicant Date
Ao	Scaret Date Applicant Date
CAI	LYX Form Scalam 200 Pega 2 of 2



BORROWER(S): TYRONE K. ARMSTRONG

FROPERTY ADDRESS: 3713 BRENTCOVE DR. NORTH LAS VEGAS, NV 89032

OCCUPANCY AFFIDAVIT

(Applicable only if box contains an "x")

[X] In order to induce BNC MORTGAGE, INC., A DELAWARE CORPORATION

C'Lender") to make the loan secured by the Mortgage, Doed of Toust 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 scientowledges (a) that Lender would not have agreed to make the loan avidenced 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 (actualing agencies, associations and corporations created by the federal and state governments for the purchaser folians) 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 shilly 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 ascured by owner-occupied property. Lender typically makes such a loan on terms different from those of loans ascured by 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 to the Property for at least 12 months immedia

COMPLIANCE AGREEMENT

The undersigned barrower(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 detended 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 Housing Authority or the Veterans Administration.

The undersigned borrower(s) do bereby 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 of 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 Harbotside Financial Center Plaza Five Suite 1600 Jecsey City, New Jersey 07311

Acknowledged and egreed. TWOM Mustros 1900 (Signature of Borrower) TYRONE K. ARMSTRONG	(Signature of Borrower)	Date
(Signature of Borrower) Data	(Signature of Borrower)	Date
(Signature of Borrower) Data	(Signature of Borrower)	Date

1901 MAIN STREET 1 IRVINE, CA 92614		Document Date: 01/18/2007	
ATTN: FUNDING DEPT.		Closing Date: 01/23/2007	
TO: NATIONAL ALLIANCE	TO: MERCURY TRANSACTION	Doc's Expiration Date: 01/31/2007	
2460 Paseo Verde Pkwy Henderson, NV 89074		Loen No.: LAS011562	
ATTN:TRINA	ATTN:	Application No.: LAS011562	
re: tyrone K. Armstrong		Title Order No.: NAT21008643	
Property Address: 3713 BRENT NORTH LAS VEGAS, NV 890		Escrow No.:	
LOWBOWN	SPECIFIC CLOSING INSTRUCTION	ıs	
LOAN DOCUMENTS We enclose the following documents	pecessary to complete the above referenced	foan transection:	
(X) Note		Rescission	
(X) Deed/Mortgage	() Second Home Rider (X)	Adj. Rate Rider	
(X) Truth In Lending Disclosure	(X) Regulation Z (X)	Important Application Information	
(X) Payment Letter	() Prepay Waiver Rider	(VMP Form 128)	
(X) Hazard Requirements () 1 - 4 Family Rider	() Assignment of Deed (X) (X) Good Faith Est.	Outomer Identification Form	
• •	(
Disciouses Statement to each Borro	ocuments to the Borrower(s); deliver one wer and each person having any ownership ibution of the Notices of Right to Cancel.)	(1) copy of the Federal Truth-In-Lending interest in the security property. (Refer to	
LOAN TERMS:			
Loan Amount: \$237,000.00	Monthly Paymen		
Sales Price: 0.00	First Payment Da		
Term (Months): 360	Last Payment Da		
Interest Rate: 6.400	Adjustable Rate I	Loan: (X) Yes () No	
Secondary Financing in the amount o	£ \$ has been approved	•	
approval of BNC Mortgage, Inc. TITLE INSURANCE REQUIREM	ENTS	fees or charges without the express written	
Lender's ALTA Title Policy is to be	issued as follows: Morigage, Inc., its successors and/or assigns	.	
	n position prior to the Doc's Expiration Date		
2. Vesting to read: TYRONE K. A.			
the hen of our loan in the amoun	at described herein referencing the recording city, school or other taxes and assessments (v) the following items as shown on the pre- 3/2006	oachments and other title matters except (i) information of the Security Instrument; (ii) not yet due or payable; (iii) other items as liminary title report, commitment, binder or	
(X) CLTA 100/ALTA 9 - "Of (X) ALTA 8.1 - Environment (X) CLTA 116 - Address/ Loc (X) CLTA 111.5/ALTA 6 - V	ial Protection cation fariable Rate Mortgage		
() Other:	to property is a Manufactured Housing	CLTA 100-12 endorsement	
(X) ALTA 5 - Planned Unit D ALTA 7 - Is required if th () Other: If the CC&R's contain a re-entry	and/or reversionary clause, we will require a	CLTA 100 12 endorsement	
(X) ALTA 5 - Planned Unit D ALTA 7 - Is required if th () Other: If the CCdeR's contain a re-entry 5. Survey exceptions are not accept 6. Provide original and one copy	and/or reversionary clause, we will require a		
(X) ALTA 5 - Planned Unit D ALTA 7 - Is required if th () Other: If the CC&R's contain a re-entry 5. Survey exceptions are not accept 6. Provide original and one copy 92623-6426.	and/or reversionary clause, we will require a	ssurance, P.O. Box 16426, IRVINE, CA	
(X) ALTA 5 - Planned Unit D ALTA 7 - Is required if th () Other: If the CC&R's contain a re-entry 5. Survey exceptions are not accept 6. Provide original and one copy 92623-6426.	and/or reversionary clause, we will require a able. of the ALTA Title Policy to Quality A.	ssurance, P.O. Box 16426, IRVINE, CA	
(X) ALTA 5 - Planned Unit D ALTA 7 - Is required if th () Other: If the CC&R's contain a re-entry 5. Survey exceptions are not accept 6. Provide original and one copy 92623-6426.	and/or reversionary clause, we will require a able. of the ALTA Title Policy to Quality A.	ssurance, P.O. Box 16426, IRVINE, CA	PHH13

ESTIMATE OF FEES AND COSTS:

ITEM	MC	UNT	POC	, AID TO
*ORIGINATION FEE	\$	899.00	To	LENDER
Broker Fee	5	2,370.00	Ta	BROKER
application fee	\$	845.00	To	BROKER
Appraisal Fee	5	50.00	To	Appraisal 2000
Tax Service Fee	5	84.06	To	TRANSAMERICA REAL ESTATE TAX
FLOOD CERTIFICATION	5	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.

						part of the same of	y	
						Subtotal of Estimated Fees and Costs:	\$4,265.00	_
From: 01/	M INTEREST: /23/2007 Anticipated Closing (To: 02/01/20	07				
9	days at	42.13	1	per d	ky.	Subtotal of Por Diem Interest:	\$379.17	_
	DS/ESCROWS /escrow funds wi		focted from t	ke er	BALLE	ns wired		
						per moath = \$		
			nuenth(s)	at :	s	per month = 5	_	
						per month = \$		
	 	_	month(s)	at	<u>;</u> —	per moath = \$ per moath = \$	_	
						egate Escrow Adjustment: \$	_	
				:	Subt	otal of Impounds/Escrow:	s	_
				1	Mort	gage Broker Fee Paid by Lenden	\$	•
						DER FEES AND COSTS:	\$ 1,000.00	-
	ETTLEMENT S			1	ı VI	AL WIRE AMOUNT:	\$ 2 <u>35,620.83</u>	•
Statement CA 92623-		lowing (866) 4°	address with 71-6067			rawn and 19-signed. Send the certified (ors of settlement: Quality Assurance, S		
	must sign and di			uctio	103.			
If for any : and wire al	reason this loan Il funds to:	does no	t close within	24 1	pom	s of your receipt of funds, immediately re	turn all documents to us	
Lebm	an Brothers, FSE	B, ABA	23 170 136,	BN	C M	ortgage Clearing Acct. 124700002610		
The wire of Deutsche B	f all funds should lank is the intend	f not be led third	later than 12 I party benefic	.00 a clary	oon of t	, New York time, on the business day afte his agreement.	r the scheduled closing	
All docume Deed, Quit confilied con	cats with the exc Claim, Power o pies of those doe	eption of Attorn	of those to be sey, etc.) mu- that are to be	reco	orded retu	l (Security Instrument, Riders, Cosporatio med to our office within 24 hours of the	a Assignment(s), Graps a signing. Please return	
Seitlement /	Ageni V	DAUN						
•	- vorio ma inde	ITUAS			1	Page 2 of 3		PHH133
Ned3763 Ari 8/2006 £16							LAS011562	FMN 133

Countrywide		\$223,820.00
TOTAL		\$223,820.00
All liens of record must be paid in accordance with mortgagee's If you have any questions regerding any of these instructions, pl	Pay off Demand Stateme lease contact the Funding	ent. ; Department at (949) 260-6000
BORROWER ACKNOWLEDGMENT: I/We have read and a	scknowledged receipt of	these closing instructions.
BOJOWER TYRONE K. ARMSTRONG Date	Вапожег	Date
· O		
BOTTOWET Date	Borrower	Date
Tonower Date	Borrower	Date
CIGNOWLEDGED AND AGREED:		
ortiement Agent TRINA	Title Officer	Date

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

*Estimated Payoff Amount:

DEBTS OR LIENS REQUIRED TO BE PAID THROUGH ESCROW

LAS911562

Page 3 of 3

rom **8821**

Tax information Authorization

Information about Form 8521 and its instructions is at www.irs.gov/form8821.

QM28 No. 1543-1165	
For IRS Use Only	
Received by	
Attanta	
Tataghana	
function	_
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(Rev. March 2015)	▶ Do	not sign this form unless all appl			Ļ	Maria
Department of the Treasury		► Do not use Form 8621 to request copies of your tex returns or to authorize someone to represent you.				
Menul Revenue Service	Nan Tambus	must sign and date this form of		, 102.		Opre
Taxpayer name and add		THOSE SIGN AND CARE THIS SOURCE		axpayer identification	number	<u> </u>
indale tene ele eco	, 635		- 1'	expanse identification	110511001	,0)
			17	avtime telephone nu	mher Pk	n number (if applicable)
TYRONE K. ARMSTRONG				.,		and the second second
	vish to name r	nore than one appointee, attac	h a list to	this form. Check her	o If a list	of additional
Name and address			CAF No.			
			PTIN			*******************************
			Telepho	ne No.	*********	******************************
			Fax No.			
DOWEN LOAN SERVICING			Check if	new: Address 🔲	Telephon	ie No. 🔲 Fax No. 🗍
3 Tax Information. A periods, and specification.	appointee is au ic matters you	uthorized to inspect and/or recu i list below. See the line 3 instri	eive confid uctions.	lential tax information	for the ty	/pe of tax, forms,
(a)		(b)		(c)		(d)
Type of Tax Information Employment, Payroll, Excla- Civil Penalty, Sec. 4980H P.	e, Estato, Gift,	Tax Form Number (1040, 941, 720, etc.)	Y	ear(s) or Period(s)	'	Specific Tax Matters
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a if you want copies basis, check this be Note. Appointees v	of tax informox will no longer r	rou must check a box on line 5 nation, notices, and other writ eceive forms, publications, and notices or communications ser	iten comm d other rela	unications sent to the	e appoir notices.	ntee on an ongoing
is not checked, the	IAS will auton	ex information authorizations natically revoke all prior Tax Inf Information Authorization(s) th	formation /	Authorizations on file	untess yo	u check the line 6
To revoke a prior ta	x Information	authorization(s) without aubmit	tting a new	authorization, see th	e line 6 ir	structions.
7 Signature of texps party other than the periods shown on it	taxpayer, I co	by a corporate officer, partner, ertify that I have the authority to	, guardian, o execute i	executor, receiver, a this form with respect	dministra to the ta	tor, trustee, or x matters and tax
▶IF NOT COMPLI	ETE, SIGNED,	, AND DATED, THIS TAX INFO	ORMATIO	N AUTHORIZATION	WILL BE	RETURNED.
DO NOT SIGN T	HIS FORM IF	IT IS/BLANK OR INCOMPLET	TE.			
Tylone	Dist	Mon				
TYPOUTE	Flow	Stoon		0	ale	
PHENIMO F	mst	rone of		TR	le (if applica	bia)
or Privacy Act and Paper	work Reductio	n Aat Natice, see instructions.		Cat. No. 11596P		Form 8821 (Rev. 3-2015)

REDITOR: BRC HORTGAGE, 1 9.0. BOX 19656 INVIDE, CA 9883 IORROWERS:TTRONE K. A	3-9656	NOR A COMMITMENT TO LEND) E L	Preliminary (1) Final DATE: 01/19/2007 OAN NO.: LASO11362 e of Logi: 2/28 TR ARM 5123
LDDRESS: 1713 BRENTCOVI TTY/STATE/ZIP: MORTE LI PROPERTY: 1713 BRENTCO		V 89032	
ANNUAL PERCENTAGE RATE The constiguis code to a	FINANCE CHARGE The delice execute the	AMOUNT FINANCED The servests of credits	TOTAL OF PAYMENTS The emouse year will have gald
yearly fate.	লেকীৰ পথি কেন্দ্ৰ সূত্ৰ্য	baketget ab kon at	nfor you have minde all gayreants at schoolaied.
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AVMENT SCHEDULS:	PAYMENTS ARE DUE -	NUMBER	PAYNORYTE ARE DUE
AND AMOUNT OF ANDERS OF	monthly REGIDENING	PAYROPITE PAYROPITS	Bockey
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	+	 	
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EMAND FLATURE: [X] THE	iona does not have a Demand Feebury.	This loan has a Demand Fer	
	Fastare Vertoble Rife Disclosures have b		
ECURITY: You are giving a record	y trener is the property located at 371	13 Brinticove da Horte 1	LAS VEGAS NV 83032
1881UMPTICK: Somethe brytog f may habban, arbject to lander	his property (II) thetest proute the s consistence, the remaining believe a due h	remaining balusco due under original s ader original mortgage muma.	Scrifting a printer
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B. 4 A	Property keared footspee in the	Acrossus 1 \$0 . 00	which is a county society on the property of
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ATE CHARGES: If you payed overdoe payed over	net a visibile through the feeder as an end not is score than 3.5 days little, 3 end r loss early, you have to pay a possity he estited to a values a sony adultional information regarding o	round cort of \$0.00 rounds be charged a live charge of \$. I pure of the fluence charge. Roon-payment, default, required ince- Backstoners are applicates.	for a sear term.
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ANNUAL PERCENTAGE RATE

This is not the Note rate for which the borrower applied. The Annual Percentage Rate (APR) is the cost of the loss in percentage terms taking into account various loss charges of which interest is only one such charge. Other charges which are used in colouisdon of the Annual Percentage Rate are Private Mortgage Insurance or PHA Mortgage Insurance Premium (when applicable) and Prepaid Finnose Charges (loss discount, origination feet, peepald interest and other credit costs). The APR is calculated by apreading these charges over the life of the loss 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 Flasmos Charges are certain charges made in connection with the toan and which must be paid upon the close of the toan. These charges are defined by the Pederal Reserve Stoad in Regulation Z and the charges must be paid by the borrower. Non-inclusive semaples of such charges are: Loan origination fee, "Points" or Discount, Private Mortgage Insurance or FHA Mortgage Insurance, Tax Service Fee. Some toan 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 set figure is the Amount Financed as explained below.

TINANCE CHARGE

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

AMOUNT FINANCED

The Amount Financed is the loss amount applied for less the prepaid finance charges. Prepaid finance charges can be found on the Good Faith Estimate/Satisment Statement (HUD-1 or 1A). For example if the borrower's note is for \$100,000 and the Prepaid Finance Charges total \$3,000, 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 cases and insurance encrows or any temporary buydown payments contributed by the seller.

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Page (el 4

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Total of New Loans.	237,000,00	\

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EXHIBIT "8"

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM MEDIATOR STATEMENT

MEDIATOR STATEMENT
HOMEOWNER'S NAME - LANG AVMITTING HENEFICIAND US BOLL
CO-DIVINER'S NAME: 1119 LATTER CLOTTE COLUMN TON
ASSESSOR PARCEL NUMBER (APN) 139-107-217-199 TS# 10-09 4130 NV
PROBERTY ADDRESS 3713 BYTENSCOVE IN LOAN # 24165052
Un veges UV 37832 DOT DOC # C1/19/17
Book #: Chark Page # Inst# 2-17617)
 If no mediation is held: Please ensure the Mediation Summary Mediation Certification and Mailing Certification (Parts 2, 2A & 4) are completed
 If no agreement to 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 15 21 10
A Foreclosure Med ation 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.
Lendar (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 (granter or person who holds the little 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 fingue. I have bet ,
Homeowner (grantor or person who holds the title of record) failed to participate in good faith. Please explain:
Other:
Veclatzi Statumerz © 2010 Neveda Forottostara Vediation Pregram 2 of 8 7 2910
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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 CIATION , 2010
Mediator Signature Juris Mily 1th run
Print Name Darah Idufflan

Meterur Statement

© 2010 Nevada Forscosure & adustion Program

1948 1861

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 STREET POST POST PRINTED GOVERNIA	~,
THE PARTIES AGREED TO THE FOLLOWING (Pleas	e Check all that apply):
A. RETAIN THE HOME	B. RELINQUISH THE HOME
1 Reinstatement	1. Deed in Lieu of Foreclasure
2 Repayment Plan	2. Short Sale
3. Extension	3 Voluntary Surrende
C 4 ARM to Fixed Rate	4. Cash for Keys \$
5. Amortization Extended	When Conditions
6. Interest Rate Reduction	VOITCHIO! IS
7. Principal Forbearance	135 0-3 0-
	[] 5. Gov't Program:
☐ 10. Refinance	[] 6. Other:
☐ 11. Temporary Modification	photo files that had the problem that the control of the control o
Expiration Date	
☐ 12. Permanent Modification	
13. Short payoff \$	
When:Conditions	
14. Gov't. Program.	a Î
☐ 15. Other:	
C. DETAILS	
Lender/Beneficiary/Will report the loan as paid	d in current status effective as of
Treatment of arrearages:	
☐ Warver of Fees and Penatties:	* * * * * * * * * * * * * * * * * * * *
Cther treatment of reas/costs (list and outline	details):
Rescind Notice of Default:	
D. THE FOLLOWING TERMS REMAIN UNCHANGED) (Please check sil that apply.)
The balance due as shown on beneficiary's b	
The interest rate stated in the original Note, v	
	And the state of t
Hogenor Statement #2010 Neveda Poreclosu	re Mediation Program 역대원 박 7년의 K

Loan Balance	Temporary Modification	Permanent Modification
roan paratice	Total loan balance shall be modified to	Total toan balance shall be modified to
	Effective date	SEffective date.
Interest Rate	Period 1	Period 1
	a interest rate will be temporarry modified to %	
	b Effective as ofmonths	b Effective as of months
	Period 2	
	a Interest rate will be temporarily modified to%	Period 2 a Interest rate will be temporarily modified to
	b Effective as of	b. Effective as of
	c For the Period of months *	b. Effective as of months*
Loan Term	There are morthly payments	There are monthly payments
	remaining as of Begin Date End Date	remaining as of
Watershill and Brains - App		Begin Date End Date
Payment	Resulting initial payment: \$	Resulting irital payment \$
	Procipal & Interest'S	Francipal & InterestS
		Escrow S
	Total	Total
	follows:	bevise Warren and the second and the
	Interest \$	Meres \$
	Coste \$	Costs \$
	Feos S	Fees \$
	Other S	Other \$
	TOTAL: S	TOTAL \$
er Bourn	wer garges to submit a	all information you wated
mments. "H	overcouncer's Information 1	Packet' supplied by lender imber 3. Lender agrees
morker	within 10 days or Nove	imber 3. Lenter agres
to remie	w for loan wiedification	and prouds response with,
	or Nov. 23.	
Idilional Pecinds	s agreed upon by the parties, please indicate on a sepa	arate sneet and attached hereto
and and a second		
for Garages	fi 2010 Nevada Foreckisu i klede	

G. <u>SIGNATURE OF PARTIES</u>	
IN WITNESS WHEREOF, each of the partic forth. The parties agree to separately prepare and executions.	ipants in this mediation has executed this mediation agreement on the date set the the documents necessary to accomplish the terms of this agreement.
Date	Homeowner (Grantor)
Date	Homeowner (Grantor) Homeowner (Grantor)
Date	Homeowner's Attorney/Representative
Date	Lender (Senefic ary)
Date 10/20/2010	Lender's Attorney Representative
Date	Other (Please specify relationship to Lender or
Data	Homeowner)
	Other (Please specify relationship to Lencer or Homeowner)

Vesaus Staloneri

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1 218 EV

PART 4: MAILING CERTIFIC	ATION	
I hereby certify that I serve 20_1U, by placing true and co following:	red the foregoing Mediator Statement on the $\frac{22}{cond}$ day of $\frac{cond}{cond}$ orrect copies thereof in the US mail, postage prepaid additional context copies.	Ser assed to the
Homeowner (Grantor): 37/2 Brind Co	Homeowner's Attorney/Representative	entratational program and a second program and a se
Irustee:	Trustee's Attorney/ Representative:	
Lendar (Beneficiary):	Lender's Attorney/Representative The Mana Hoftenmee In Penning (a Chim	t odij
Other:	Other:	
	Signature And Middle Print Name Savaly Schuldwall Title Madarty	
Madiatu Statemeri	©-2013 Neveda Forectosure Media9ch Program	8 4 4 33-38-19

EXHIBIT "9"

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 Reconcitiation History reflects all the outstanding fees or expenses, and

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

NMLSH##\$52

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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.

MISA: 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°0) 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 toan 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

RRI MAIN TRM (3 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

NM1451#126862

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

WW.OCWEN.COM

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 toan. 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.

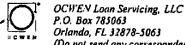
Please note that Ocwen services loans in accordance with all applicable federal and state laws. Section 2605(e) of the Real Estate Settlement Procedures Act requires that Ocwen respond to "qualified written requests," as defined by that section, regarding "information relating to the servicing of such loan", 12 U.S.C. § 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

NM45H23852



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

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) 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

RRCMAINLTRM 13

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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

NMbsr#24852

EXHIBIT "10"

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EXHIBIT "11"

20041229-0002078

Fee \$36 88 N/C Fee \$25.00

12/29/2004

10 32 25

T20049160085 Requestor: SOUTHNEST TITLE

Frances Deane XGP Clark County Recorder Pgs 23

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

Prepared By: New Century Hortgage Corporation 18400 Von Karman. Suite 1000 Irv1ne, CA 92612 Recording Requested By: New Century Mortgage Corporation 18400 Yon Karman, Suite 1000 Irvine. CA 92612



04-12 - 0012 TC [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 X ARMSTRONG. A Single Man

Borrower is the toistor under this Security Instrument. (C) "Lender" is New Century Hortgage Corporat on

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

1000584013

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

Form 3029 1/01

-6(NV) (0307).0t

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Initials: TK H

VMP Mortgage Solutions (800)521-7291

Order: 710075825 Dac: 2.0[1]32003[CN]CN 2004 122902078[1]0 **PAGE 1 OF 23**

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Lender's address is 18400	Von Karman, Suite 1000.	Irvine, CA 9261	2			
Lender is the beneficiary us (D) "Trustee" is SOUTHWE	nder this Security Instrument. EST 1170,E		•			
	ussory note signed by Borrower and o wer owes Lender TWO HUNDRED TW					
) plus interest. Burrower has probe in full not later than January 1 property that is described below unto	. 2035	ebt in regular Periodic			
due under the Note, and all (H) "Riders" means all Ri	t evidenced by the Note, plus interest sums due under this Security Instrum ders to this Security Instrument that y Borrower [check box as applicable]	nent, plus interest. Are executed by Borr				
Adjustable Rate Rider Balloon Rider VA Rider	Condominium Rider Planned Unit Development Rider Biweekly Payment Rider	Second Home 1 4 Family Ri 1 Other(s) [spec Prepayment Ri	ider ify)			
ordinances and administrati non-appealable judicial opin		tect of law) as well a	s all applicable final,			
	on Dues, Fees, and Assessments" or on Borrower or the Property by a significant					
(K) Electronic Funds Tr check, draft, or similar pa instrument, computer, or m or credit an account. Such	manufer" means any transfer of fund sper instrument, which is initiated the agnetic tape so as to order, instruct, term includes, but is not limited to asfers initiated by telephone, wire	hrough an electronic or authorize a financi: o, point-of sale transf	terminal, telephonic al institution to debit fers, automated teller			
(L) "Escruw Items" means those items that are described in Section 3. (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.						
the Loan.	means insurance protecting Lender	•				
(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 Aut (12 U.S.C. Section 260) 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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್ಞಾ-6(NV) (0307).01	Page 2 of 15		Form 3029 1/01			

Order, 710075825 Doc 2.0]1|32003|CN|CN 2004122902078|1|0

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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

TRANSPER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Londer: (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 tocated in the County Clark of

[Type of Recording Jurisdiction] (Name of Recording Jurisdiction) See Legal Description Attached Hereto and Hade 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 (Lip 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 uneccumbered, 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 ргорепту.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Excrow 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 1000584013

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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 impaid, Lender may require that any or all subsequent payments the 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 Funda 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 tull. 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 Miscelianeous 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 rany 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 deposts 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 is 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 Bonrower 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 susfactory 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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tion. 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.

Leader may require Borrower to pay a one-time charge for a real estate (ax verification and/or reporting service used by Leader 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'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 mortgages and/or as an additional loss payes. 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 mortgages 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 cestoration perfod, 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 o. 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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond with a 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 uncarned 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 Burrower 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 falls 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 fortenure, 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 hen 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

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 toss 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 Morigage 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 Mongage Insurance. If Lender required Mortgage losurance 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 mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may mortgage insurers evaluate their total risk on all such insurance in force from time to time. enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are can 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

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 Morrgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. It 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 Loun. 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 uncurred at the time of such cancellation or termination.
- 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 inspect on 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 Miscelfaneous 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 flurrower and Leuter 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. Burrower 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 naterial 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 in 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 Walver. Extension of the time for payment or modification of amortization of the status 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 Burrower. 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 tess 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 negard 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 auccessors 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 Instrumen: 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). Bornower's acceptance of any such retund 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 motice to Burrower 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 regice 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. It Lender specifies a procedure for reporting Borrower's change of address, then Burrower 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 to 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 temedies 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 a 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 of 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 nur Lender may commence, join, or be joined to any judicial action (as either an intividual 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. It 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 tolvents, materials containing asbestos or formaldehyde, and radinactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is fuested that relate to health, safety or environmental protection, (c) "Environmental Cleamp" 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)

Burrower shall promptly give Leuder written notice of (a) any investigation, claim, demand, lawsust 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 spiiling, 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 accessary 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 Barrower'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 n 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 timited to, reasonable attorneys' fees and costs of title evidence.

If Lander invokes the power of sale, Lender shall execute or cause Trustee to execute written natice 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 mall 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. Leader 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 facle 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 (e) 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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$2,500.00

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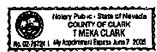
BY SIGNING BELOW, Bor Security Instrument and in any Ric	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.						
Witnesses:	TOKALE PUNDITIONS (Seal) PYRONE K ARMSTRONG BOITOWER						
	TYRONE	K ARMSTRONG	-Borrower				
			(Seal) -Borrower				
	-Borrower		(Seal) -Виппwer				
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STATE OF NEVADA COUNTY OF C. Co.

This instrument was acknowledged before one on DC 23,04

Tyrene KALIMStrong

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



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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 tile 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.

Order: 710075825 Doc: 2.0[1]32003[CN]CN.2004122902078[1]0

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ADJUSTABLE RATE RIDER

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

I'HIS ADJUSTABLE RATE RIDER is made this 23rd day of December, 2004 and is incorporated into and shall be deemed to amend and supplement the Mongage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Birrower'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 BRENTCOVF DRIVE, North Law Vegus, NV 89032
(Property Address)

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of changes in the interest rate and monthly payments as tollows

6.500 %. The Note provides for

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 mouth 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 228 Six Month LIBOR Adjustable Rate Ridge RE-404 (111801)

Page #43

1000584013

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PHH221

(C) Culculation 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 ant unit 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 relephone 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:

NCAIC
2/28 Stx Month LIBOR Adjustable Rate Rider
RE-409 (111803)

Page 2 of 3

1000584013

Order: 710075825 Doc: 2.0[1]32003[CN]CN,2004122902078[1]0

PAGE 18 QF 23 Created By: Nagaraja N Printed 2/9/2015 3:49 08 PM IST PHH222 Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

TYRONE K ARMSTRONG	Willey 4	Reenwe
	-Вогго лег	Borawe
	Bonq-e-	Borçwei
-	-(iuna 4c:	Bagne.

NCMC 2/28 Six Month LIBOR Adjustable Rate Rider R2:-409 (11(103)

Fage 3 of 3

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PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 23rd 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 Hortgage Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 3713 BRENTCOYE DRIVE, North Las Vegas, MV 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 CCAR'S

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

Name of Planned Unit Davalopment

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

MULTISTATE PUD RIDER Single Family Fannis Mae/Freddle Mac UNIFORM INSTRUMENT Form 3180 1/01 In tiels: $\mathcal{I}KH$

7R (0405)

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

Order: 710075825 Doc: 2.0[1]32003|CN|CN.2004122902078[1]0

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B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hezards 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 s provided by the Owners Association policy.

What Lender requires as a condition of this weiver 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 than 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 pertition 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 emendment 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 Lander to Borrower requesting payment.

Initrate: TKA

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7R (0405)

Page 2 of 3

Form 3150 1/01

BY SIGNING BELOW, Barrow this PUD Rider. TURONE K ARMSTRONG	ver accepts and agrees to the terms Seatt	s and provisions contained in (Seal)
	(Seal) -Borrower	(Seal) -Borrower
	-Borrower	(Seal) Borrower
	(Seal) -Borrower	(Seal) -Borrower
Ф -7R (0405)	Page 3 of 3	1000584013 Form 3150 1/01

Order: 710075825 Doc: 2.0[1]32003[GN]CN.2004122902078[1]0

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PREPAYMENT RIDER ADJUSTABLE RATE LOAN

This Prepayment Rider is made this 23rd day of December 2004 , and is incorporated into and shall be deemed to amend and supplement the Pounissury Note (the "Note") and Mongage, 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

To the extent that the provisions of this Prepayment Rider are mountsistent with the provisions of the Note and/or Security Instrument, the provisions of thu 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 duing so. The Note Holder will are all of my prepayments to reduce the amount of principal that I own 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-mouth 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 Prepayment Rider. THE LE KLOWER TYRONE K ARMSTRONG	7	grees to the term	u and covenants	contained in th
NCMC				

Page 5 of 1

Order: 710075825 Doc: 2 0|1|32003|CN|CN.2004122902078|1|0

Prepay R der - ARM (Multistate) RE-101 (020802)

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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 : BNC 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 indebtness in the amount shown below and any other

obligations secured thereby: Amount: \$224 000.00 Dated: December 23 2004

Trustor: Tyrone K Armstrong a single man

Trustee: Southwest title

Beneficiary: New Century Mortgage Corporation

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

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

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

Regards, Vijay Kumar K

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

Thinking Ahead. Delivering Today."

12001 Science Drive, Suite 110, Orlando, FL 32826

USBNA00252

Ocwen Title Issue Form Revised

Ocwen Loan Number: 8254 Foreclosure Firm: Western Progressive Borrower Name: Tyrone K Armstrong Form Completed By: Ishwar Hariramani Ocwen Coordinator: S, balaji 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: Prevents start of foreclosure action Must be addressed immediately in x_ Prevents continuing foreclosure action Bankruptcy Will delay foreclosure action without Arose during bankruptcy but does not need stopping directly addressed within bankruptcy action Can be cured during foreclosure action Other: If other, please describe in detail: Title Issue: Assignment Needed Defective or unrecorded vesting deed Prior mortgage/deed of trust/lien found of Fraud claim asserted Outside interest in property asserted Subject mortgage/deed of trust not of record Probate issue Legal description discrepancy Other: Mobile home issue 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. \$224,000.00 Amount: December 23, 2004 Dated: Tyrone K Armstrong, a Single Man Trustor: Southwest Title Trustee: New Century Mortgage Corporation Beneficiary:

Possible Options/Solutions including, <u>but not limited to</u>, 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.

Recorded:

December 29, 2004 in (instrument) 20041229-0002078 of Official Records

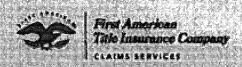
USBNA00253

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"



07/28/2015

P.O. Box 105440 Atlanta, Ororga 10548-5460 Atto: Vijay Kumar K

Re: Cialm No. NV-1509011721 Property: 3713 Brontoove Drive, North Las Vegas, NV 89032

Property 3713 Breatcove Dri Borrower Tyrone Armstrong Loss No. 2100758254 Policy No. 21008643

: Dear Wiley Kilmer K

This will acknowledge our receipt of your enablicisism 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 Tible Insurance Company stands at all tistes ready, willing, and able to issue its policy or policies of title insurance. Insuring the insured at any sale or reflaance transaction held pursuant to the terms of the deed of trust insured by the above referenced policy and any subsequent REIO purchasers and that purchasers' lender, which policy or policies of title insurance will not contain sky exception regarding the senior unreleased Deed of Trust recorded 12/29/2004 as instrument no. 2004 12/29-2078, of official records, pertaining to the above referenced property. First American Title Company is also willing to provide Trustee Sale Omerantee services, if necessary.

The subject ALTA Lean Policy of Title Insurance, (10/1792), NAD-221-001 (2001-11), insurer against loss or destage incurred as a result of a chillenge to the Jien priority of the insured Deed of Trust. If there is a senior life, which has a balance, or is attempting to foreclose on the property, then First American Title may have an obligation of step in and protect the insured's interest in the property. If the senior lied 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 tien is not attempting enforcement, and First American Title has agreed to instare around the senior lien at the REO transaction.

The Policy does not sature that there are no introlessed malriers in the public records, nor does it insure against loss sustained because the insured's note and Deed of Trust tannot be ensigned or sold on the secondary market that to the existence of an introlessed lies.

This effer to impre is given on the condition (1) that any foreclesure advertiseured shall contain the complete, accurate legal description of the property as shown on the thic deed and shall contain the complete, accurate insect-mailing address of the property and (2) that Pins American Tule Company be given notice in writing at the Western Claims Department, 3First American Way, Sapta Ana, CA 92707 of any glaim, demand, action or proceeding, made of brought strengting to enforce said incumbrance against the insured property, and that Pinst American Title Company be given full opportunity in such case to defined against, satisfy or otherwise dispose of the said institute against the property.

3 Peris Armenius Wey, Sacha Ana, CA 9000

www.lozten.com

FATIC003349

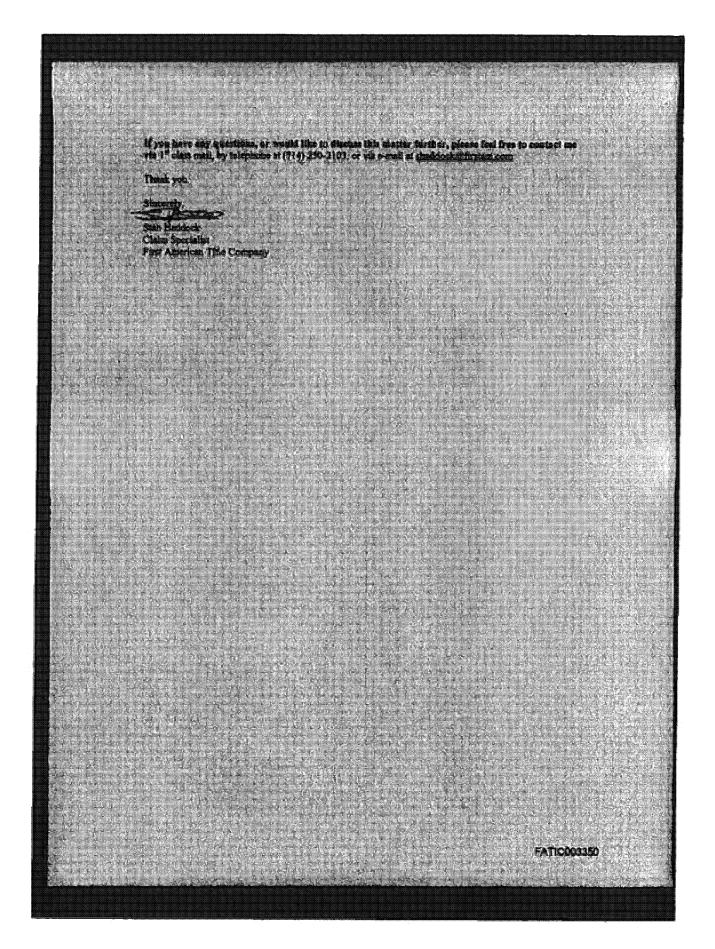


EXHIBIT "14"

APN: 139-09-217-099 Alt. APN: Recording requested by: When recorded, mail to: Western Progressive - Nevada, Inc. 1000 Abernathy Road; Ste 200 Atlanta, GA 30328		Inst #: 20150914-0000173 Fees: \$17.00 N/C Fee: \$0.00 09/14/2015 08:01:55 AM Receipt #: 2551555 Requestor: PREMIUM TITLE TSG Recorded By: DXI Pgs: 1 DEBBIE CONWAY CLARK COUNTY RECORDER		
C	CERTIFICATE			
STATE OF NEVADA F	ORECLOSURE MEDIAT	TON PROGRAM		
Property Owner(s):	Property Address	ሮ ሐን		
ARMSTRONG, TYRONE	3713 Brentcove U North Las Vegas			
	Clark Co.			
Trustee: Western Progressive -Nevada	Instrument Numl 20070125-000397			
1000 Abernathy Rd Bldg 400 Ste 200 Atlanta, GA 30328	Deed of Trust Do 01/25/2007	oc Number		
	Book:	Page:		
Mediation Wnived: The Beneficiary may	proceed with the foreclosure pr	ocess.		
Non-Applicable Property: The Beneficia	ry may proceed with the foreclo	sure process.		
No Agreement: A Foreclosure Mediation a resolution of this matter. The Beneficiar				
Relinquish the Property: A Foreclosure i homeowner would voluntarily relinquish ti this matter. The Beneficiary may proceed	ie property. The mediation requ	on <u>N/A</u> . The parties agreed aired by law has been completed in		
Grantor Non-Compliance: The Grantor of Mediation Conference or failed to produce the foreclosure process.		The Beneficiary may proceed with		
Certificate Reissuance: The Beneficiary r	may proceed with the foreclosure	e process.		
Court Ordered: The Beneficiary may pro-	ceed with the foreclosure proces	S. SURPHICECLOSURE		
NOD Date: 06-12-2015 Proof of Service Date	e: <u>06-22-2015</u>	VENEZY TO		
Certificate Issued Date: 08-24-2015		S OLETIA DE		
FMP CERT: 2015-08-24-00	124	CONTROL OFFITT O		

PHH154

EXHIBIT "15"



Ocwen Loan Servicing, LLC www.ocwen.com

WWW.OCWEN.COM
Helping Homeowners is What We Do!

1661 Worthington Road, Suite 100 West Palm Beach, Ft. 33409 Toli 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



Payment meconciliation minimi

PHH520

EXHIBIT "16"

0

Inst #: 20170119-0001205
Fees: \$21.00
N/G Fee: \$0.00
01/19/2017 10:28:63 AM
Receipt #: 2986362
Requestor:
RECONTRUST COMPANY NA
Recorded By: CDE Pgs: 2
DEBBIE CONWAY
GLARK COUNTY RECORDER

Tax ID: 139-09-217-099

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



UID:652744e8-7f84-435f-b2f5-84b6cd9e8ef1 DOCID_2006998021220100

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

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

County of CLARK, State of Nevada.

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

Dated: 01/09/2017

Beneficiary:

NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS

ATTORNEY IN-FACT

By: __

Jesse Lesier

Assistant Vice President

Trustee:

By:

ReconTrust Company, N.A.

Trisha Baca

Assistant Vice President

TYRONE K ARMSTRONG 3713 BRENTCOVE DR APT A North Les Vegas, NV 89032 Document Prepared By And When Recorded Return To: ReconTrust Company, N.A./Lien Release TX2-979-01-19 REL P O. BOX 619040 Dallas, TX 75261-9943 (800) 540-2684

Order: 7100758254

Doc: 20170119-1205 TDDSFR 01-19-2017

Page 4 of 7

Requested By: Prem Kumar B , Printed PISP 2018 3.07 PM

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

Notarial Acknowledgment

DOCID_2006998021220100

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

STATE OF ARIZONA, COUNTY OF MARICOPA

On 01/09/17, before me, Amende Rodriguez, Notery Public, personally appeared Jesse Lester, Assistant Vice President of NEW CENTURY MORTGAGE CORPORATION, BY COUNTRYWIDE HOME LOANS, INC., ITS ATTORNEY-IN-FACT and Trisha Bace, 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 scknowledged 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 ROORIGUEZ

ROTARY PUBLIC - ARIZONA

Maricopa County

My Commission Expires

September 28, 2018

Amanda Rodriguez Notary Public for said State and County

TYRONE K ARMSTRONG 3713 BRENTCOVE DR APT A North Las Vegas, NV 89032 Document Prepared By And When Recorded Return To: ReconTrust Company, N A./Lien Release TX2-979-01-19 REL P.O. BOX 619040 Dallas, TX 75261-9943 (800) 540-2684

Order: 7100758254

Doc: 20170119-1205 TODSFR 01-19-2017

Page 5 of 7

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EXHIBIT "17"

Search Page 1 of 2

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EXHIBIT "18"

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	MISC	Clim. F. M.
1	TYRONE KEITH ARMSTRONG	
2	3713 Brentcove Drive	
	North Las Vegas, Nevada 89032	
3	Telephone: (702) 491-8426 Email: performanceoneautomotive@gmajl.co	
4	Plaintiff Pro Se	<u>in</u>
5		
_	DISTRI	CT COURT
6		
7	CLARK CO	UNTY, NEVADA
Ĺ		
8	TYRONE KEITH ARMSTRONG.	Case No:
9)	Dept No:
10	Plaintiff,)	-
_)	WENTER COLDI AMERON
1 }) vs.	VERIFIED COMPLAINT FOR:
12	, vs.	1. WRONGFUL FORECLOSURE;
12	U.S. BANK NATIONAL ASSOCIATION,)	
13	as Trustee for Structured Asset Securities)	2. QUIET TITLE;
14	Corporation Mortgage Pass-Through)	
15	Certificates, Series 2007-BC3; OCWEN) LOAN SERVICING, LLC PHI	3. DECLARATORY RELIEF;
ے.	MORTGAGE CORPORATION:	4. SLANDER OF TITLE;
10	WESTERN PROGRESSIVE-NEVADA,)	
17		5. INTENTIONAL INFLICTION OF
18	through 20; and ROE BUSINESS)	EMOTIONAL DISTRESS; AND
	ENTITIES 1 through 20;	6. FRAUD
19	Defendants.	0. FRAUD
20		
21		
41	VERIFIED (ADDITDATION EXCEPTION CI	<u>) COMPLAINT</u> AIMED: TITLE TO REAL PROPERTY)
22	(ARBITRATION EXCEPTION CL)	AIMED: IIILE IO REAL PROPERTY)
23	COMES NOW Plaintiff Pro Se TYP	RONE KEITH ARMSTRONG, and complains of
24		•
24	Defendants as follows:	
25	I. P	ARTIES
26		<u>CANAGE</u>
27	!. Plaintiff TYRONE KEITH ARMSTR	ONG ("Plaintiff"), is, and was at all relevant times
_	hands a said as and assess of a said	
28	herein, a resident and owner of certain real pro	perty located in Clark County, Nevada.
1		

-1-

Case Number: A-19-796941-C

t 10.	As a proximate result of Defendants' conduct, Plaintiff has suffered harm.				
111.	As a result of Defendants' conduct, Plaintiff has been damaged in an amount in excess of				
\$15,0	00.00.				
WHE	REFORE, Defendant prays for judgment as follows:				
1.	For the foreclosure sale to be enjoined by a preliminary and/or permanent injunction.				
2.	A judicial declaration that the title to the subject Property is vested in Plaintiff alone and				
that [Defendants, and all other persons unknown, and each of them be declared to have no right,				
title,	estate, lien or interest in the real property described in the complaint adverse to Plaintiff's				
owne	rship, or any cloud upon Plaintiff's title thereto.				
3.	That Defendants, and all other persons unknown, their agents or assigns, be forever				
enjoi	ned from asserting any right, title, estate, lien or interest in the real property described in				
the co	omplaint adverse to Plaintiff's ownership, or any cloud upon Plaintiff's title thereto.				
4.	Compensatory, special, general and punitive damages.				
5.	For such other and further relief as the Court deems just and proper.				
	DATED this 18th day of June, 2019.				
	By: TYRONE KEITH ARMSTRONG 3713 Brentcove Drive North Las Vegas, Nevada 89032 (702) 491-8426 performanceoneautomotive@gmail.com Plaintiff Pro Se				

1	<u>VERIFICATION</u>
2	STATE OF NEVADA)) ss.
3	COUNTY OF CLARK)
4	I, TYRONE KEITH ARMSTRONG, under penalty of perjury, state:
5	1. That I am the Plaintiff in this matter.
6 ; 7	2. That I am over 18 years of age and competent to testify to the facts herein.
8	3. That I have read the above and foregoing Verified Complains and know the contents
9	thereof; that the same is true of my own knowledge, except those matters stated therein upon
10	information and belief, and as to those matters I believe them to be true.
11	4. That I bring this Complaint in good faith and not for any improper purpose.
12	Per NRS 53.045 "I declare under penalty of perjury that the foregoing is true and correct."
14	DATED this 18th day of June, 2019.
15	-TIODER & Man TIFFERE
16	TUNOU (MA TIGUES TYRONE KEITH ARMSTRONG)
17 18	THOUZ KEMI AKMOTKORO
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24 25	
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27	

Electronically Filed 6/18/2019 10:10 PM Steven D. Grierson CLERK OF THE COURT LISP TYRONE KEITH ARMSTRONG 3713 Brentcove Drive North Las Vegas, Nevada 8903 i Telephone: (702) 491-8426 Email: performanceoneautomotive@gmail.com Plaintiff Pro Se DISTRICT COURT 6 CLARK COUNTY, NEVADA 7 8 A-19-796941-C TYRONE KEITH ARMSTRONG, Case No: 9 Dept No: XVIII Plaintiff, 10 VS. 11 12 U.S. BANK NATIONAL ASSOCIATION. as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through 14 | Certificates, Series 2007-BC3; OCWEN LOAN SERVICING, LLC; PHH 15 MORTGAGE CORPORATION; WESTERN PROGRESSIVE-NEVADA, INC.; BNC MORTGAGE, INC.; DOES 1 through 20; and ROE BUSINESS 17 ENTITIES 1 through 20; 18 Defendants. 19 20 **NOTICE OF LIS PENDENS** 21 NOTICE IS HEREBY GIVEN that a Complaint which will affect title to real property 22 has been filed by the Plaintiff-homeowner, TYRONE KEITH ARMSTRONG against the above-23 24 referenced Defendants, and all other persons unknown claiming any right, title, estate, lien or 25 interest in the real property described in the complaint adverse to Plaintiff's ownership, or any 26 cloud upon Plaintiff's title thereto. 27 28

Case Number: A-19-796941-C

-1-

This action affects title to a specific parcel of real property that is situated in Clark

County, Nevada which is commonly known as 3713 Brentcove Drive, North Las Vegas, Nevada

89032; APN: 139-09-217-099; and legally described as LOT 1, BLOCK 4 of CHEYENNE

RIDGE-UNIT 2A, PLAT BOOK 54, PAGE 67, of the public records of Clark County, Nevada.

DATED this 18th day of June, 2019.

TYRONE KEITH ARMSTRONG

3713 Brentcove Drive

North Las Vegas, Nevada 89032

(702) 491-8426

performanceoneautomotive@gmail.com

Plaintiff Pro Se

-2-

 Mortgage Pass-Through Certificates, Series 2007-BC3 (hereinafter referred to as "U.S. Bank"); OCWEN LOAN SERVICING, LLC ("Ocwen"); PHH MORTGAGE CORPORATION ("PHH"); WESTERN PROGRESSIVE-NEVADA, INC. ("Western"); BNC MORTGAGE, INC. ("BNC"); DOES I through 20; ROE BUSINESS ENTITIES 1-20; 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, from foreclosing on Plaintiff's home located at 3713 Brentcove Drive, North Las Vegas, Nevada 89032.

This Motion is made and based upon the papers and pleadings on file herein, the attached memorandum of points and authorities, the affidavit of TYRONE KEITH ARMSTRONG, and any oral argument permitted by the Court.

DATED this 25th day of June, 2019.

TYRONE KEITH ARMSTRONG

3713 Brentcove Drive

North Las Vegas, Nevada 89032

(702) 491-8426

performanceoneautomotive@gmail.com

Plaintiff Pro Se

9. That if the trustee sale proceeds, Plaintiff will lose his home of 20 years, be evicted from his home and irreparable harm will result.

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

DATED this 25th day of June, 2019.

THEY WWW STOOMS
TYRENE KEITH ARMSTRONG

-11-

May 3rd Raleigh Decl.

4	Series 2007-BC3	urities es,		
10	CLARK CO	UNTY, NEVADA		
11	TYRONE KEITH ARMSTRONG,	· 		
12	Plaintiff,	Case No.: A-19-796941-C Dept.: 18		
13	vs.	DECLARATION OF DERRICK RALEIGH		
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 18	PROGRESSIVE-NEVADA, INC.; BNC MORTGAGE, INC., DOES 1 through 20; ROE BUSINESS ENTITIES 1 through 20,			
19	Defendants.			
20				
21	AND RELATED COUNTERCLAIM			
22				
23	I, Derrick Raleigh, declare as follows:			
24		y Ocwen Financial Corporation, whose indirect		
24 25	subsidiary is the servicer PHH Mortgage Corporation, successor to prior servicer Ocwen Loan			
25 26	Servicing, LLC ("PHH"). I have personal knowledge of the facts stated herein, and I am			
- 1	authorized to make this declaration.			
27		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 prior loan servicers, the beneficiary, and foreclosure agents or trustees. I make this declaration based upon my personal knowledge, my experience as a Loan Analyst, and my knowledge and review of PHH's record-keeping systems and business records created and kept in the regular course of business as a servicer for and on behalf of the beneficiary. The records upon which I base this declaration are made in the ordinary course of business by persons who have a business duty to make such records of PHH, including those records from the predecessor servicer. The records are made at or near the time of the occurrence of the events that are recorded by persons with knowledge of the activity and transactions reflected in such records and are kept in the course of business activity conducted regularly by PHH. I have personally reviewed the records as they relate to this action and documents as set forth herein.

- 3. PHH is the servicer and has a power of attorney herein on behalf of U.S. Bank National Association, As Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3, the current assignee beneficiary of the loan that is the subject of this action. The subject loan was obtained in the name of Tyrone K. Armstrong as the borrower ("Armstrong") on or about January 18, 2007 in the principal amount of \$237,000.00 (the "Loan"). Armstrong's Loan is documented by an Adjustable Rate Note dated January 18, 2007 in favor of the lender BNC Mortgage, Inc. ("BNC") endorsed in blank and with Addendums and bearing the signature of Armstrong.
- 4. The document Bates numbered PHH470-484 and attached hereto as Exhibit "A" is a true and correct copy of Armstrong's November 20, 2006 Uniform Residential Loan Application, which was among the loan origination documents received upon service transfer to PHH and maintained as part of its servicing records.
- 5. The document Bates numbered PHH485-488 and attached hereto as Exhibit "B" is a true and correct copy of Armstrong's 2007 Settlement Statement, which was among the loan origination documents received upon service transfer to PHH and maintained as part of its servicing records.

- 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

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No. 5062 P. 17

Uniform Residential Loan Application

This application is designed to be completed by the applicancy with the Lander's exertance. Applicants bright complete this form as "Sorrower' or "Co-Borrower', as applicable, Co-Borrower's Indianation until a two in a provided scane has a personal other in the income or seated of a person other from the Borrower's applicable, co-Borrower's applicable or provided scane has a personal provided to the income or exerted of the Borrower's applicable or of the personal who are community properly displayed applicable benefit of the provided scane in the Borrower's applicable to will not be under the provided scane in the

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	<u> </u>			hly Peyments		J 65	<u>-</u>	
Total Assets a.	6	483,000	Hail VAND (4 HANDS 4)	2> J	190,936	Total LishElles	b. \$	272,
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8718 BRENT COVE DR								Ī
North Las Veges, NV \$1032		8FR	\$ 308,000	1 723,920	3	1,425 5	INC	
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Liet any additional marries under schio	t Transco	Totals	3 108,000		10	1,424 1		10

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VII. DOTALLO OF Y			VIII		
6. Purchase pitca		If you seemer "Yes" to any o	(utations a through I,	Burney	C+ GH/OH
b. Alternicia, Improvements, re-	petra			Yes No	Yes No
a. Land (if exquired separately)		a. And there any outs braining.	panganasan a pasan yan? Asikoupt wilsin iba pasa 7 yaasa?		
d. Refinence (Incl., debin is be pr e. Entircaled propolit hems	A SECURITY OF	- a Han we but amount do	actomegration os lipato igge os quieg ja gen dileta securiolo musica suo bases s Jeles ikš		
f. Retirected olosing costs	1,167,1	" In the last 7 water?	annumenten et liste ten et alter il 101 febre	4 🗆 🖾	00
p. PAR, MIP, Funding Fee	6,986,0	d Annyou a party to a least	tr	0.50	
h. Okrosuni (if Borrower will pay)		a. Have you directly or indice	city been obligated on any item which resulted	, C (S)	片片
i. Total opeis (add items a throu		Interest in the second second	e 'n Reu of Bondoeure, or Julgmant?		
Subordinate financing		Salar separate at year which	parries (unsing) pense pense tala, epadendo: guras a accura acculada patries fair pense yeste paladada		
k, Becomer's chiring costs poid	by Geller	THE SCHOOL STATES	is home minister living Edit berg flette in proper bergrei (minist) bene here, ster derfange, fran Jos. V You, provin dulant, beheinig diffe, autor o ste weeken, it may, god reasons for the policy)	M	
I. Other Credits (suplais)	<u> </u>	- walker harmon dentical	[파양 [1] 역[[[다]]] 10 유장 [[[[[[[]]]]]] 44] 47 427 425	. D	00
	1	I Litt', the court or corn	rbigellon, bend, or lean governing? Tree in the presenting question.		
		g. Are you shill pried to pay a	Dracty, abid support, or expensio maintenance	, 🗆 60	
		IL 24 May part of the down pp			百百
	ł	L Are you a co-malay or azo	907967 en e seist	🗆 🖾	0 0
		J. Are you a U. S. officen?		. 80 0	ه ه ا
m. Loan shoult (pocked) PML M Funding Fee Branced)	· [IL Are you a permenent reals	ient gibe?	200	188
n. PMI, MIP. Funding Fee Egano	117,000.6	I Do you intend to occupy I The Complete distribution	the property on your printery residence?	w a	166
K, FINI, MUT, PUNKING PINI EMING	**		i outer. Sp interest in a property to the lest tives years?		
o. Loen emount (add m & a)			de kan averden er in hader ich an men et in alsen kentilt. Det kan averdensplat kentilaver (EMF)	60 C	00
	237,000.6		investment property (Py?	PR_	l
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¢ from \$	-6.637.7	NOVYLEDGEMENT AND A	(GP), or jointly with smother penson (C)1	-1	
lectronie Messes et Str. application. By on the information contained in	whatter or not the Loon is app the application, and I am eddge see prior to decline of the Loon it	tion in this appearance; (5) this La correct; (7) the London and La ago Mel in Amand and/or oxygination) It in the count that on a prove the co	gae intermission provided in 1515 supplication is a min, bratage, leasurers, admission, socialistic mily min of the contract of the supplication is as	Marian de Carino Marian de Carino	isal estile è Continue
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*	Continuat	ion Sheet/Residential Logn Ap	plication	
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Mark & for Barrawer or C for Co-Borrewer.	Co-Sarreyor:		Lender Coos Kum)tr.
		VL ASSETS AND LIABILITIES		
ABURTO	Cash as Market Value	mmer	Linciply Payment & Wealth Left to Pay	Unpaid Balance
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Acd, no.	Ta .	And the Property and the		
Name and godress of Burk, 88	L, or Credit Union	Acci. No. 8490924789271798 Hathe and eddress of Company WASH RESTUAL/PROMOTAN	8 Paytinics,	ş <u>2</u>
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EXHIBIT B

EXHIBIT B

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2450 Pasac Varde Plony # 10	0	a B	CROW FRE MULBER		7. LCAN MURIBER:
Henderson, NV 89074			1008643-915 TR	<u> </u>	LAS011562
ESTIMATED - Figures subje	of to change		ORTGAGE INSURANC		
C. NOTE: This term is tembhed to gi Rams marked "[P.O.C.]" were pak	footside the classing, they are all	omini cosis. Ampun omi have for Eutomad	ce seed to and by the a man purposes and are	Normani agast are ahown. Not included in the fotals	
D. NAME OF BORACIVER:	Tyrone K. Amistrong				
	,				
ADDRESS OF SORROWER:	3713 Brent Cove Dr. North Las Vegas, NV	#6000			
E NAME OF SELECT	140.971.0000 4.03000, 1.44	500018	- Marie Mandarine congress constitution	**************************************	
Adorets of Seller					
A NAME OF LENDER:	8NC Mortgage, Inc.		······································		
adoress of Lencer	1901 Main Street, Irvine, Ca 92614				
G. PROPERTY LOCATION	3713 Brent Cove Dr. North Las Vegas, NV	89032			
	Clark 139-09-217-099				
N. SETTLEMENT AGENT: PLACE OF SETTLEMENT:	National Allance T 2480 Pasec Verde	Ille Company	Marsan 3/3/ 8/5/7	,	
L SETTLEMENT DATE:	01/23/2007	rawy # 100, rsel	PROMATION DATE.	01/23/2007 FU	NONS DATE:
	RROWER'S TRANSACTION			ARY OF SELLER'S TRA	CANADA STATE
100. Gross Ambani Due Fro	กระได้ภายก่อง:		400. Gross Ams	run! Due To Sager:	* **
101. Contract Sales Price	**************************************	4 10 17 17 18 18 18	401. Contract Sal		the state of the s
102, Personal Property			402. Personal Pri		
163, Settlement charges to Boro		6,466.92	403.	**************************************	1
104. Payoff to Countrywide Home	Los	225,101.27	404.		
Adjustments For Items Paid	By Sellar in Artyance		. 408. Adjustments For	Hems Paid By Seller In Ad	Ushre'
106. Olly Town Taxes			498. City/Town To		CONTRACTOR OF THE PROPERTY OF
107, County Taxos		l	407, County Taxe	*	
108. Assessments			408. Assessment	3	
109.			409.		
110. 111.			410.		
112.		 	412		
113.			413.		
114.			414.		
116.			415.		
120. Gross Amount Dire from bor		231,567.19	420. Gress Amou		
200. Amounts Pald by or in	behalf of Bonower.	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	-	s in Amount Due Ta'S	aller;'
201. Deposit or cornest money	rtan anatus s es			osit (see instructions)	
202. Principal amount of new load		237,000.00		charges to Selier (One 1400	2
203. Existing loan(s) taken subjection.	St 10°	_	504. Payoff of fin	n(s) teloso subject to	
205.				cond morfosos losti	
206.		1	506.	opin mongaga seen	
207.			507.		
208.			808.		
209.	11 /10 0.11		509.		
Adjustments For Items 210. City/Town Texes	radian sh peret.	<u> </u>	510. Chy/Town T	s For Rems Unpeld By Se'l	lekt.
211. County Texes		<u> </u>	611, County Tex		
212. Assessments		T	512 Assessmen		
213.			513.		
214.	, 40, -1 masks who elimentonicon	ļ	514.		
215.	\		516. 516.		
216.		 	517.	···	
218.		†	618.		
218.	k		91G.		
220. Total Paid By/For Serrower		237,000.00		tione in Amouni Ous Sells	
300. Desh at Stillement fro				attlement to/frejn/salls	
301. Gross amount due from Sor		231,687.19		unt due to Seller (line 420)	
302. Less amount paid by/for Bo	grower (fine 220)	237,000.00		fore in amount due Saller	
303, Cash TO Bortowar;		5,432.81	803. Cash YO/F	ROM Selen	0.00

		, , mar.
L. SETTLEMENT CHARGES: THE TOTAL Selected by Control exists:	<u> </u>	- 00 00
8444 on Price 3	CA MISSAL MARY	
Christon of Commission (line 700) follows:	Pald from	A-1/13
101.5	Bonower's	Peld from Seler's
702 5	Funda et	Funda at
	Selfement -	Sattlemen
700. Commission paid at aptisment		·
704.	• • • • • • • • • • • • • • • • • • • •	

100. Herns Payable by Connection With Loan:	****	र्मा प्रमाणकार विकास स्थापना का स स्थापना का स्थापना का
801. Learn Origination Fee % to BNC Mortgaga, Inc.	899.00 1	
502. Loss Oscopni Fee	059,00	
803. Appraisal Fee to ENC Marigage, Inc.	50.00	
SOA Credit Report		
805, Lenders Inspection Fee		
806. Mortgage Institution Application Fine		
807. Assumption Fas		
808. Tex Service Pee to Transamentos Regi Est, Tex		
809. Application fee to BNC Mortgage, Inc.	84.90	
610.	845.00	
811. Broker Fee to Fidelity Home Leans		
612 Fixed Cert to First American Flood Date	2,376.00	
00. Hohis Required By Lander To Be Paid in Advance	17.00	
901. Infancet kom 01/24/07 to 02/01/07 @642.13/tipy (8 days)		, -, -, -,
902. Mortgage Insurance Premium	337,04	***************************************
903. Hazard Insurance Fremium		
804	. 1	
305.		
Our Reserves Deposited With Lander;	THE RESERVE TO SERVE	1:322
901. Hazard Insurence		
002. Mortgage Insurance	~~~	
OCG. City Property Taxos		
004. County Property Toxas		
OCS. Annual Assessments		
COR. A first the same and a safety and an arrangement of the same and a safety and an arrangement of the same and the same	·	W/1 ********
DOZ.		
Olfe, Aggregate Adjustment months @\$		
Ob. Title Charges:		
101. Settlement or chalong fee to National Attance Title Company	***************************************	
102 Abstract or file search	150.00	
100. This examination		
104. The Insurance binder		······································
		THE PERSON NAMED OF THE PERSON NAMED IN
106. Document preparation		
100. Notiny Fees		**************************************
107. Abonay's Fose		
(hendes above from mimbers:)		
CE. Tip insurance		
(archided above item humbers:)		
09. Lender's coverage \$ 237,000.00 to National Attence Title Company, as coordinator for MTS		
10. Owner's Coverage	1,066.75	
11. Endrests # to National Atlance Title Company		
12	50.00	
13. Wire Proceeding to National Aflance Title Company		
16. Reconveyance Fee to National Ahance Title Company	35.00	
18. Fed Ex to National Alfanca Title Company	30,00	
	25.00	
C. Government Recording and Teanster Charges		1,7 7 7 5 61
01. Recording Fees: Deed\$ Mortgage \$ Relesse \$ BZ. City/County toxistemps	80.00	
03. State towarings		managa sabaga salahan da da kabada
A. CRY Transfer Tax		
15. County Transfer Tax		*** **********
Be to the second		
Te and the second secon		
Additional Settlement Chargest	1 19 11 11	7 P 144 324 34 18
N. Survey		
D. Fest Inspection	<u></u>	
A second		
K,		
S. Property Taxes to Clark County Treesurer		
Y.	447.13	
6. Total Settlement Charges (Enter on the 103.6ection J -and-line 502, Section K)	4 1	

- 1 - u ,		
BREAKDOWN OF NEW LOADS		* #374.674.00m
STATE OF THE STATE		
Description		
	Surver	
BNC Mortgage, Inc., 1901 Main Street, Irvine, Ca 92614, Loans LAS011562	Amount	Saller
The state of the s	Laucenti	Amount
Total 454 Total 1562	Sam can	
Total of New Loans.	237,000.00	
The state of the s	237.000.00	Person

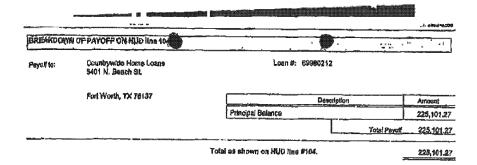
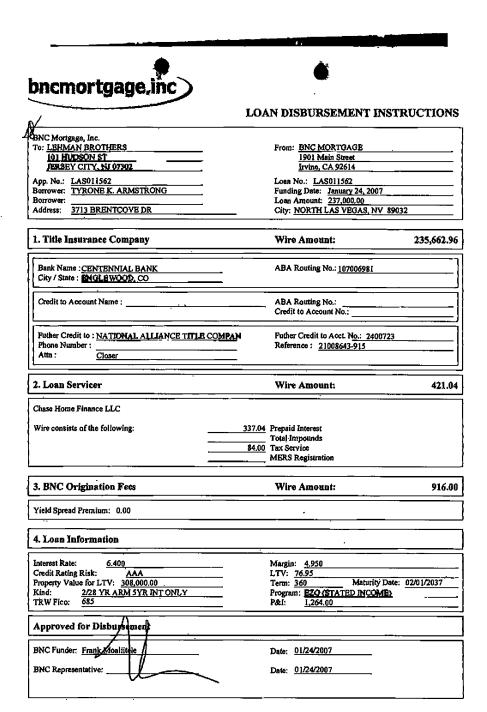


EXHIBIT C

EXHIBIT C



<u></u>

PHH1617





WIRE ITEMIZATION AND LOAN FEE DISBURSEMENT

Attenti	ATIONAL ALLIANO ion: TRINA		Loan Number:	January 24, 2007 LAS011562
Bortov	ver: TYRONE K. A	RMSTRONO	App. Number:	
			Loan Amount:	237,000.00
	DO NOT DISBU	RSE FUNDS PRIOR TO 01/24/2007		
235,6	562.96	has been wired to the Title Company to	o be disbursed on the a	bove referenced loan.
The fo	llowing fees are to be	paid by the Closing Agent to the referen	seed broker upon proof	of recording.
(808)	2,370.00	Mortgage Broker Points		
809)		Processing Fee		
803) 804)	50.00	Appraisal Fee Credit Report Fee		
813)		Administration Fee		
		Courier Fee		
B17)				
1311)				
1312		APPLICATION FEE		
1313) 1303)	845.00	*Lender-Paid Mortgage Broker Fee		
,	3,265.00	Total Mortgage Broker Fee to: FIDE		ORP
	er			
adis) -	In addition to the	loan proceeds we are wiring cified above paid by the Lender to the M	to be paid to the	broker. This represents a fee in
		citied above paid by the Lender to the M be disclosed on the final settlement state:		
nanke	d "(P.O.C.)".	ne macrosco off nie faith Settletiness 2000	lirelli III ale 900 series e	s bard to the wortsage Dioxet and
		en retained by BNC Mortgage, Inc. repr	esenting the Lender's F	ees and the Servicer's allocations:
801)		Lender's Discount Points		
III)		Underwriting Fee		
204)		NY Mortgage Tax		
304)		MERS Registration Fee		
1307) 110)		Funding Fee Tax Service Fee		
115)	17.00	Flood Certification Fee		
12)		CPL Foe		
308)		ORIGINATION FEE		
309)				
1310) 101)		Prepaid interest Calculated at 42.13	ner day for 8	dave
(001)		Hazard Insurance Impounds	per month at (_ days D months
(006		impounds	per month at 0	months
004)		County Tax Impounds	_ per month at 0	_ months
(800)	·	Total Impound 0.00	per month at 0	months
007)	·	Aggregate Adjustment		
,				
	1,337.84		or Anho tile	
ır you		olease cali: <u>Frank Me</u> allitele e Number: <u>949-248-6480</u>	_	
	Fa	x Number: 949-260-6045		
		<	Sant.	
	•		AND THE	<u></u>
IMP	ORTANT NOTIC	E: PLEASE FAX OR MAIL A	CERTIFIED CO	PY OF THE FINAL HUD-
SET	TLEMENT STAT	EMENT WITHIN 24 HOURS OF	CLOSING TO:	
		Q.A. SHIPPING D	ATD A DOWN	ENT
				DIA 1
		PO BOX		_
		IRVINE, CA	92623-6426)
		FAX # (866)	471-6067	
_				
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m.				
DR4G? X2005 SH				PHH1618

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bncmortgage.inc 3360-W. Sahara Avenue, Ste. 260 Las Vegas, NV 89102 Les Vegas Branch Tel. (702) 227-3603 Fax. (702)362-5547

	Final
Conditional Loan Ap	proval
Modified Approval Date: ^	-

Date: 01/24/200' Application No.: Borrower: TYR Co-Borrower: Property Address City, Sate, Zip: Broker/Correspo	LAS011562 ONE K. ARMS 9: 3713 BRENT NORTH LAS VI Indent: FIDELIT	COVE DR EGAS, NV 8903 Y HOME LOAD	N CORP	<u> </u>	Agent Magent I Program Occupa Purpose Propert	No. 11023 Name: NICOLE SORIA Phone: (702) 227-360: m: EZQ (STATED INCO- mcy: OWNER-OCCUP mcy: OWNER-OCCUP refricash OUT y Type: PUD	ME)
Risk Grade	Start Rate	Margin	ladex		y Penalty	Approval Expires	OK to order Does
AAA	6.400	4.950	LIBOR	YES	2.0 Year	02/06/2007	YES
Loun Amount	LTV	CLTV	Review Value	Purchase		Kind	Long Term
237,000.00	76.948	76.948	308,000.00	0.00		8 YR ARM SYR INT ONLY	360 00685M
Fee	s to BNC Mo	rtgage, Inc.	Fees to	Соггезро	ndent/Bro	ker.	-
Points: Yield Spread P Underwriting R CPL Fee: Funding Fee: Tax Service Fe Flood Certifica ORIGINATION	re: c: tion:	84.00 17.00 899.00	Points: Processin Appraisal Administ Courier:	:	2,370.		ee to be paid to appraise de to be paid to broker
NY Mortgage Total Fees	Гах;	1,000.00	APPLICA Total F		845,00 3,265		

This approval is subject to all federal, rate and level lead in effect at time of funding. BINC does not original High Cost or Section 32 beans. Approvals issued via Automated Underwrith Indiges to review and ecceptance by BINC underwriter upon submission of the complete loan file. BINC Martinger, Inc. repenses the right to vaid, change or modify this approval up to and incidently of the bear request; and revites the right to varify all information and documentation constitued in, or particular in, the subject ions file, at its sole discretion.

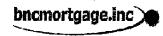
Loss payee clause; enc mortgage, inc.; isaoa, p.o.box 19696, irvine, ca 92613-9636

Underwriting Conditions
"D" is for Prior to Doc and "F" is for Prior to Funding.

BROKER CONDITIONS:

BNC INTERNAL CONDITIONS:

Borrower:	Со-Волгоwer:	
Signature	Signature	
Acknowledged & Agreed:	Date:	
Broker Signature UWAPNEWO.pg - 10 - SWALTERS	1	.RSU1958:



page 2

Conditional Loan Approval

Conditions continued:

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

- 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
 fino01/22/07 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.

Вогтоwer:		Co-Borrower:				
Signature				Signature		
Acknowledged & Agreed:			Date:			
	Broker Signature				PHH1620 LAS011562	D-Authornia



1901 Mala Street Styles, CA 92614 Tel. (714)250-6000 Fac (714)250-6070

Payoff amounts are estimates only. Closing agents must obtain individual payoff demands

Application Number: LAS Borrower: TYRONE K. AR	RMSTRONG	Loan Number: LA Loan Amount: 23	7,000.00	
Co-Borrower: Property Address: <u>3713 Bi</u>		CLTV: <u>76</u>	95	
Troporty Address: 3/13 Bi	KENTCOARDK			
			Estimated Pay	off Amount:
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Borrower Signature	Date	Borrower Signature	Date	-
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(Any items affecting little must be cleared whether listed or not... see lender's instructions to title und Becrow)

4	OUTSTANDING FUNDING CONDITION
ate: 61/23/2007 LTV: 76,948	Funder: Frank Moallitele
pan Agent: NICOLE SORIA	Funder's Phone Number: 949-260-6480
prowers: TYRONE K. ARMSTRONG	Funder's Fax Number: <u>949-260-6045</u>
400000000000000000000000000000000000000	Branch: LAS VEGAS
ddress: 3713 BRENTCOVE DR	Application No.: LAS011562
ity, State, Zip: NORTH LAS VEGAS, NV 89032	Final Approval Exp. Date: 01/18/2007
roker: FIDELITY HOME LOAN CORP	Purpose: REFI-CASH OUT
ontact: OSCAR hone No.: (702) 734-5600	Rescission from: to to
ax No.: (702) 732-9346	Does Expiration Date:
	2000 Explains see.
utstanding underwriting conditions:	Date: 01/23/2907
frective the above date, the following are CONDITIONS ST	ILL NEEDED PRIOR TO FUNDING.
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F Transaction-specific closing protection letter from title u	
Property dates to be paid current	Baci Attes
HUD-1 Settlement Statement used for closing (certified	conv)
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PPRAISAL CONDITIONS EASE SEND ALL CONDITIONS TO FUNDING DEPT. AS	STATUS

bncmortgage.inc)



OUTSTANDING CONDITIONS

Date: 01/22/2007 LTV: 76.948	Funder: Frank Moaliitele					
Loan Agent: NICOLE SORIA	Funder's Phone Number: 949-260-6480					
Borrewers: TYRONE K. ARMSTRONG	Funder's Fax Number: 949-260-6045					
Address: 37t3 BRENTCOVE DR	Branch: LAS VEGAS 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-CASHOUT					
Contact: OSCAR	Rescission from: to					
Phone No.: (702) 734-5600 Fax No.: (702) 732-9346	Loan Amount: 237,000.00					
FAX.110 (102) 132-3340	Docs Expiration Date:					
OUTSTANDING UNDERWRITING CONDITIONS:	Date: 01/22/2007					
Effective the above date, the following are CONDITIONS STIL	L NEEDED PRIOR TO FUNDING.					
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A DOUTSONAL CONDUCTIONS (LARGE AREA CITYO BA	AZ A)					
ADDITIONAL CONDITIONS: [] (SEE ATTACHED PA	GB 2)					
OUTSTANDING FUNDING CONDITIONS; 2						
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	G STATING THAT THEY WERE AWARE OF THE CHANGE					
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9 IS 1/18/07 THRU 1/22/07.	TATE THAT HE IS AWARE THAT HIS RECISSION PERIOD					
10 TITLE TO PROVIDE LEGIBLE COPY OF BORR ID						
11 BUYERS HUD NEEDED	***					
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Western State Control of the Control						
CONDITIONS ARE SUBJECT TO REVIEW AND FINAL AP						
	PROVAL BY BNC MORTGAGE, INC.					
Escrow Co.; NATIONAL ALLIANCE TITLE Pho	ROVAL BY BNC MORTGAGE, INC. one No.: (702)938-4600 No.:					

bncmortgage.inc Final www.bncmortgage. Conditional Loan Approval Las Vesas Branch 3360 W. Sahara Avenue, Ste. 260 Modified Approval Date: Tel. (702) 227-3603 Pax. (702)362-5547 Las Vegas, NV 89102 Date: 01/18/2007 Broker No. 11023 Broker No. 11023 Agent Name: MICCLE SORIA Agent Phone: (702) 227-3603 Program: EZQ (STATED INCOME) Occupancy: OWNER-OCCUPIED Purpose: REFI-CASH OUT Property Type: PUD Application No.: LAS011562 Borrower: TYRONE ARMSTRONG Co-Borrower: Property Address: 3713 BRENT COVE DR City, Sate, Zip: NORTH LAS VEGAS, NV 89032 Broker/Correspondent: FIDELITY HOME LOAN CORP Risk Grade Start Rate Pro-Pay Penalty Approval Expires OK to order Does AAA 6.400 4.950 YBS 2.0 Year 02/06/2007 YES Loan Amoun LTV CLTV 237,000.00 76,948 76,948 308,000,00 0.00 2/28 YR ARM 5YR INT ONLY Fees to BNC Mortgage, Inc. Fees to Correspondent/Broker Points: _____ Yield Spread Premium: Points: 1.00000% Processing Fee: Underwriting Fee: CPL Fee: 50.00 Appraisal: Appraisal fee to be paid to appraise Funding Fee: Appraisal fee to be paid to broker Administration: Tax Service Fee: 84.00 Courier: Flood Certification: 17.00 ORIGINATION 899.00 845.00 NY Mortgage Tax: **Total Fees** 1,000.00 3,265.00 **Total Fees** This approval is subject to all federal, state and total least in effect at time of funding. BNC does not originate High Cast (Section 32) loans, Approvals issued the Aust ubject to review and acceptance by BNC underwriter upon submission of the complex tous file. BNC biorgage, Inc. reserves the right to reld, change or mostly this approal of the lone requrest; and reta ins the right to verify all inform on and documentation contained in, or periodning to, the subject loan file, at its sole discretion. BHC requires all origina LOSS PAYEE CLAUSE: BNC MORTGAGE, INC.: ISAOA, P.O.BOX 19666, IRVINE, CA 92613-9656 Underwriting Conditions "D" is for Prior to Doe and "P" is for Prior to Funding. ē BROKER CONDITIONS: F Final 1003 (rev. 7/05) - all sections completed & signed/dated by all parties: 1001 F Demand(s) on all migs. to be paid thru escrow/closing showing currently delinquent no more than allowed for grad 2001 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:

Borrower:

Signature

Acknowledged & Agreed T.

Broker Signature

Date:

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LXSDIT'S62

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

10[1] 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)

F Broker/Correspondent must be approved by Lender for the property state

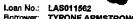
BNC INTERNAL CONDITIONS:



1909 Main Street hvinc, CA 97614 Tel, (714)260-6000 Pax 771-61060-6070

Payoff amounts are estimates only. Closing agents must obtain individual payoff demands

Application Number: LAS011562 Borrower: TYRONE ARMSTRONG Co-Borrower:	Loan Number: LAS011562 Loan Amount: 237,000.00 CLTV: 76.95	
Property Address: 3713 BRENT COVE DR	CLTV: 76.95	
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	Estim	ated Payoff Amount:
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Borrower Signature Date	Borrower Signature	Date
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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 <u>76.95</u>
Rate Sheet Date 12/26/2006	Rate FiCO	<u>685</u>	Date <u>01/18/2007</u>
Kind 2/28 YR ARM 5YR INT ONLY	Qualifying FICC	<u>685</u>	Sub. Date <u>01/11/2007</u>

Sub Prime Initial Start:		Rate 6.900	Margin 4.950	Points 0.000	ВР	
Yield Spread Points25 Rate For Loan Amt 200,001 - 660K -Rate for Loan Agent Special .26 Rate For Interest Only *Pricing Exception	X X X	-0.250 -0.300 0.250 -0.200	0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000 0.000	0.000 0.000 0.000 0.000	CSARRIS CSARRIS CSARRIS MABUHAJA

TOTAL: 4.954 0.001 0.000 0.000***

SPECIALS / EXCEPTIONS:

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COMMENTS

** BNC Points

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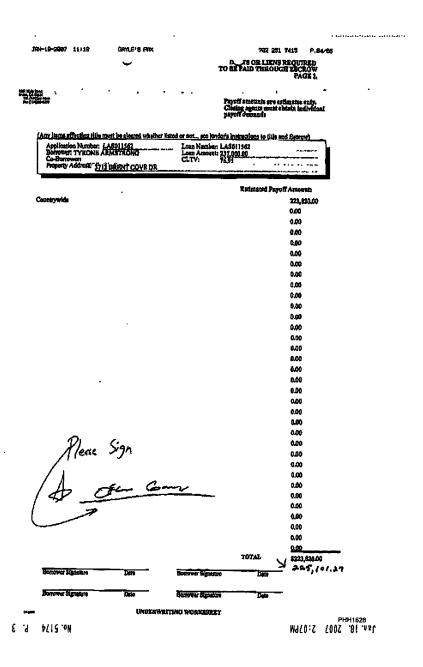


EXHIBIT D

EXHIBIT D

24/15052

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: Reke Armold 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: 3713Brentcove 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 2 8 2011

Dhter-office Mail
D Federal Express
D Fax D U.S. Mail
D Email D UPS
Reviewed by:

RESPONSE TO NEVADA NOTICE OF TRUSTEE'S SALE NOTICE OF BREECH 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 CHASTINGME FINANCE \$237,000.00. I herby deny this claim in its entirety.

MAR 2: 2011

Jeffrey S Miller

MC

3/28/11

SAN DIEGO

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

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 fillings 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 CLASSIC

11	rune arms i kong sasc	2007-BC3 CLASSIC CLASSES
CF	Class	Cusip
•	SASC 2007 - BC3 1A1	86363WAA7
•	SASC 2007 - BC3 1A2	88363WAB6
•	SASC 2007 - BC3 1A3	86363WAC3
•	SASC 2007 - BC3 1A4	86363WAD1
•	SASC 2007 - BC3 1M1	8LAWE8E98
•	SASC 2007 - BC3 1M2	86363WAL3
•	SASC 2007 - BC3 1M3	88363WAN9
٠	SASC 2007 - BC3 1M4	86363WAQ2
Pd	SASC 2007 - BC3 1M5	86363WAS8
Pd	SASC 2007 - BC3 M7	
Pd	SASC 2007 - BC3 M8	86363WAV1
Pd	SASC 2007 - BC3 M9	86363WAW9
Pd	SASC 2007 - BC3 RI9	86363WAX7
Pd		86363WAY5
Pd		86363WAZ2
Pu	SASC 2007 - BC3 X	BCC0YEW64
	0100	BCC0YEW72
		BCC0YEWP2
	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

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demanded 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. <u>Double dipping is a form of sacurities fraud.</u>

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 4248-5 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.

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.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,

77

Tylone Armstrong Date: 3/21/11
/ /
NOTARY
1. Lynth: A Horner, a notary public residing in CLARK County, NEVADA,
Do say that on the date of March ZI. 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. March 21, 20) NOTARY March 21, 20)
Seal CYNTHIA HORNEH Rotary Public, State of Nevada Appointment No. 00-11304-1 My Appt. Expires Nov 13, 2013

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May 17th Raleigh Decl.

1	DECL MARY I CONNOT (10010)	
2	MARK J. CONNOT (10010) KEVIN M. SUTEHALL (9437)	
3	FOX ROTHSCHILD LLP 1980 Festival Plaza Dr., Suite 700	
4	Las Vegas, NV 89135 Telephone: (702) 262-6899	
5	Facsimile: (702) 597-5503 mconnot@foxrothschild.com	
6	ksutehall@foxrothschild.com Attorneys for Defendant U.S. Bank National	***
7	Association, as Trustee for Structured Asset Secu Corporation Mortgage Pass-Through Certificate	rines s,
8	Series 2007-BC3	
9	DISTRICT COURT	
10	CLARK COU	INTY, NEVADA
11	TYRONE KEITH ARMSTRONG,	Case No.: A-19-796941-C
12	Plaintiff,	Dept.: 18
13	vs.	DECLARATION OF DERRICK RALEIGH
14	U.S. BANK NATIONAL ASSOCIATION, as	
15	Trustee for Structured Asset Securities Corporation Mortgage Pass-Through	
	Certificates, Series 2007-BC3; OCWEN LOAN SERVICING, LCC; PHH	
16	MORTGAGE CORPORATION; WESTERN PROGRESSIVE-NEVADA, INC.; BNC	
17	MORTGAGE, INC., DOES 1 through 20; ROE BUSINESS ENTITIES 1 through 20,	
18	Defendants.	
19		
20	AND RELATED COUNTERCLAIM	
21		-
22	I, Derrick Raleigh, declare as follows:	
23		by Ocwen Financial Corporation, whose indirect
24		poration, successor to prior servicer Ocwen Loan
25	Servicing, LLC ("PHH"). I have personal k	knowledge of the facts stated herein, and I am
26	authorized to make this declaration.	
27	2. In my capacity as a Loan Analys	st at PHH, I have access to the business records in
28	the custody and control of PHH as they relate t	o 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 prior loan servicers, the beneficiary, and foreclosure agents or trustees. I make this declaration based upon my personal knowledge, my experience as a Loan Analyst, and my knowledge and review of PHH's record-keeping systems and business records created and kept in the regular course of business as a servicer for and on behalf of the beneficiary. The records upon which I base this declaration are made in the ordinary course of business by persons who have a business duty to make such records of PHH, including those records from the predecessor servicer. The records are made at or near the time of the occurrence of the events that are recorded by persons with knowledge of the activity and transactions reflected in such records and are kept in the course of business activity conducted regularly by PHH. I have personally reviewed the records as they relate to this action and documents as set forth herein.

- 3. PHH is the servicer and has a power of attorney herein on behalf of U.S. Bank National Association, As Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2007-BC3, the current assignee beneficiary of the loan that is the subject of this action. The subject loan was obtained in the name of Tyrone K. Armstrong as the borrower ("Armstrong") on or about January 18, 2007 in the principal amount of \$237,000.00 (the "Loan"). Armstrong's Loan is documented by an Adjustable Rate Note dated January 18, 2007 in favor of the lender BNC Mortgage, Inc. ("BNC") endorsed in blank and with Addendums and bearing the signature of Armstrong.
- 4. Attached hereto as Exhibit "E" is a true and correct copy of a letter in PHH's servicing records from Armstrong to Ocwen dated 08/22/2014. It was stamped received by Ocwen on September 11, 2014.

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed this 17 day of May, 2021.

Derrick Raleigh

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, star 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?

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- 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?
- 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?
- 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 8-205 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?
- 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?

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	. • •	
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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 binging on the Parties and their privies as if issued by the highest court in the land and constitutes res judicata, star 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 ______day of _____August_____

[Tyrone/Armstrong] Authorized Representati

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	II
1	
_	<u>CERTIFICATE OF SERVICE</u>
2	Therefore a self-self-self-self-self-self-self-self-
3	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:
4	SUPPLEMENTAL BRIEF REGARDING THE STATUTES OF LIMITATIONS
5	BARRING PLAINTIFF'S FIRST AMENDED COMPLAINT; JOINDER TO
6	SUPPLEMENTAL POINTS AND AUTHORITIES TO COUNTERMOTION FOR SUMMARY JUDGMENT BY DEFENDANT U.S. BANK NATIONAL ASSOCIATION,
7	AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION
	MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S
8	I served the above-named document(s) by the following means to the persons below:
9	Toolved the above named document(s) by the following means to the persons below.
10	Electronic Service through Wiznet pursuant to NRCP 5(b)(2)(D) and EDCR 8.05 United States Mail, Postage Fully Prepaid
11	Personal Service
12	By Direct Email (as opposed to through the ECF System) By Fax Transmission
ļ	By Messenger
13	TYRONE KEITH ARMSTRONG
14	3713 Brentcove Drive
15	North Las Vegas, NV 89031
	Tel: (702) 491-8426 performanceoneautomotive@gmail.com
16	Plaintiff Pro Se
17	
18	Mark Connot, Esq. Kevin M. Sutehall, Esq.
	FOX ROTHSCHILD LLP
19	One Summerlin
20	1980 Festival Plaza Dr., Ste. 700
21	Las Vegas, NV 89135 Tel: (702) 262-6899
1	Fax: (702) 597-5503
22	mconnot@foxrothschild.com
23	ksutehall@foxrothschild.com Attorneys for Defendant U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
24	STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH
	CERTIFICATES, SERIES 2007-BC3
25	I declare under penalty of perjury that the foregoing is true and correct.
26	
27	Dated: June 16, 2021
28	/s/ Jasmine Blanco
-5	An employee of HOUSER LLP

Electronically Filed 7/13/2021 1:28 PM Steven D. Grierson CLERK OF THE COURT RIS 1 MARK J. CONNOT (10010) KEVIN M. SUTEHALL (9437) 2 FOX ROTHSCHILD LLP 1980 Festival Plaza Dr., Suite 700 3 Las Vegas, NV 89135 Telephone: (702) 262-6899 4 Facsimile: (702) 597-5503 mconnot@foxrothschild.com 5 ksutehall@foxrothschild.com Attorneys for Defendant U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, 7 Series 2007-BC3 8 DISTRICT COURT 9 CLARK COUNTY, NEVADA 10 11 TYRONE KEITH ARMSTRONG, Case No.: A-19-796941-C 12 Plaintiff. Dept.: 18 13 **DEFENDANT U.S. BANK NATIONAL** VS. ASSOCIATION, AS TRUSTEE FOR 14 U.S. BANK NATIONAL ASSOCIATION, as STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS Trustee for Structured Asset Securities 15 Corporation Mortgage Pass-Through THROUGH CERTIFICATES, SERIES 2007-Certificates, Series 2007-BC3; OCWEN BC3'S REPLY IN SUPPORT OF ITS 16 LOAN SERVICING, LCC; PHH SUPPLEMENTAL POINTS AND MORTGAGE CORPORATION; WESTERN AUTHORITIES TO ITS 17 PROGRESSIVE-NEVADA, INC.; BNC COUNTERMOTION FOR SUMMARY MORTGAGE, INC., DOES 1 through 20; **JUDGMENT** 18 ROE BUSINESS ENTITIES 1 through 20. DATE OF HEARING: JULY 28, 2021 19 Defendants. TIME OF HEARING: 10:00 A.M. 20 AND RELATED COUNTERCLAIM 21 22 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

June 30, 2021.¹

I. <u>INTRODUCTION</u>

Plaintiff's Supplemental Points and Authorities fundamentally misconstrues the issues presently before the Court and suffers from three main, fatal defects. First, Plaintiff raises no new arguments in his latest filing. Rather, he simply restates and recasts unavailing arguments, already addressed by Defendant. Second, in an apparent attempt to mislead the Court, Plaintiff misconstrues and seeks to misapply the "discovery rule" in its application to statutes of limitations. Specifically, Plaintiff wrongfully addresses the *post-complaint* discovery process, whereby each party seeks additional facts to support their claims and defenses, rather than addressing the discovery date for the accrual of a party's cause of action, i.e., when a party knows or should know of its claims in the first place, thus triggering the statutes of limitations. Third, Plaintiff mischaracterizes his claims in an attempt to toll the limitations period for each claim. Despite Plaintiff's characterizations, this case is a civil action brought *by* Plaintiff, which concerns his *affirmative* claims to extinguish Defendant's rights in his property, *not* a non-judicial foreclosure action brought *against* Plaintiff, which would otherwise concern his *defenses*.

In this case, Plaintiff fundamentally seeks to extinguish the 2007 Deed of Trust in an effort to quiet title to his property. Accordingly, pursuant to Nevada's discovery rule, Plaintiff's civil causes of action regarding the validity and enforceability of the 2007 Deed of Trust first accrued when he became aware of the 2007 Deed of Trust by way of Defendant's election to sell his home. As demonstrated time and again in Defendant's previous filings, this Court should conclude that the statute of limitations on each of Plaintiff's affirmative claims accrued on one of four dates: first, in May 2010, when Plaintiff admittedly received the Notice of Default and suffered both emotionally and physically as a result; second, in October 2010, when he engaged in mediation in an effort to avoid further foreclosure proceedings; third, in March 2011, when he wrote to Chase Home Finance, describing the details of, and objecting to, the 2007 Deed of Trust; or, fourth (and at the very latest),

¹ 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.

in August 2014, when he wrote to U.S. Bank Trust's servicer, discussing the enforceability of the 2007 Deed of Trust and admitting that he was a party to the underlying 2007 Loan transaction. Based on the statute of limitations which applies to each claim, and utilizing any one of the dates listed above as the accrual date, Plaintiff's claims were time-barred long before he filed his Complaint in June 2019.

II. ARGUMENT

The arguments presented in Plaintiff's Supplemental Points and Authorities essentially boil down to two main, but incorrect, assertions: (1) that each time Defendant rescinded a notice of default, the statutes of limitations for his affirmative claims *reset*; and (2) that the statutes of limitations for his claims were somehow tolled by the period of discovery during the course of the litigation. Both arguments suffer from fatal flaws.

A. Contrary to Plaintiff's assertions, Defendant's decisions to rescind the notices of default had no effect on the statutes of limitations.

Plaintiff cites no authority for the proposition that a new cause of action arises each time a notice of default under the same loan is tendered. The reason is because no such authority exists. Plaintiff's reliance on other authority fails to support his argument.

Plaintiff cites NRS 107.550(3), *Berberich v. Bank of Am., N.A.*, 136 Nev. 93, 460 P.3d 440 (2020), and *Holt v. Reg'l Tr. Servs. Corp.*, 127 Nev. 886, 266 P.3d 602 (2011), for the proposition that Defendant's statute of limitations argument is precluded under Nevada law. These authorities provide absolutely no support for such a proposition, and Plaintiff's reliance on them suffers fatally.

Plaintiff's argument regarding the rescission of the notices of default, again in reliance on the above authorities, misidentifies the issue before the Court. The issue before the Court *does not* concern the validity or enforceability of the 2010 Notice of Default. Indeed, U.S. Bank Trust does not assert any claims in this matter arising from the 2010 Notice of Default. Rather, in the first instance, U.S. Bank Trust cites Plaintiff's sworn statements against Plaintiff, specifically: to prove that Plaintiff, by his own verified admissions, was fully aware of the 2007 Deed of Trust in May 2010; and to verify that any "discovery" tolling period expired, and the statutes of limitations on Plaintiff's claims began to accrue, in May 2010.

As further discussed in Defendant's previous briefings, the Nevada Supreme Court has described the "discovery rule" as follows:

The general rule concerning statutes of limitation is that a cause of action accrues when the wrong occurs and a party sustains injuries for which relief could be sought. An exception to the general rule has been recognized by this court and many others in 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.

Petersen v. Bruen, 106 Nev. 271, 274, 792 P.2d 18, 20 (1990) (internal citations omitted and emphasis added). Plaintiff's Verified Complaint asserts that in May 2010, he not only became aware of Defendant's recording of the default notice, but he also began to experience injuries and distress related to the existence of the instrument. Indeed, in Plaintiff's original Complaint (filed June 2019), Plaintiff asserted that he "suffered from a lack of sleep, anxiety, depression, lack of appetite and loss of productivity related to his employment" as a result of the 2010 non-judicial foreclosure proceedings. Plaintiff's Complaint, at ¶ 37; see also Plaintiff's First Amended Complaint ("FAC"), at ¶ 35 (stating that the May 6, 2010 Notice of Default "interfered with Plaintiff's use of the Property"). Therefore, Plaintiff's own words demonstrate that Plaintiff's various, civil causes of action accrued, and the respective statutes of limitations began to run, in May of 2010.

B. Plaintiff's arguments regarding tolling of the statute of limitations are meritless, as they lack any basis in fact or law.

Plaintiff fundamentally misconstrues the discovery rule under Nevada law by conflating it with the fact-finding discovery period *during litigation*. Plaintiff's contention that the statutes of limitations periods for his claims are somehow tolled because of the "necessity of discovery [during

² Not only is it clear from Plaintiff's Compliant that he had sufficient knowledge under the discovery rule on May 6, 2010, but his actions thereafter, including attending a foreclosure mediation in October 2010 in connection with the 2007 Deed of Trust, further affirm that conclusion. Additionally, under Nevada law, "[i]f the facts giving rise to the cause of action are matters of public record, then the public record gave sufficient notice to start the statute of limitations running." Job's Peak Ranch Cmty. 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.

litigation] to determine the validity of the 2007 BNC loan and related clams" is simultaneously misleading and illogical. See Plaintiff's Supplemental Points and Authorities, at 7; see also id. at 2, 6, 8, 11, 15. Plaintiff essentially argues that the statutes of limitations periods should be tolled until after Plaintiff filed his claims, and to one or more future dates on which he purports to have learned of additional facts to support those claims through the post-Complaint discovery process. That is simply not what the law says. The law states that a statute of limitations begins to run when the wrong occurs and a party sustains injuries, or, when the injured party discovers or reasonably should have discovered facts supporting a cause of action. In this case, that date is May 6, 2010.³

Plaintiff's argument regarding his quiet title claim also deserves comment. Specifically, and contrary to Plaintiff's suggestion, *Berberich v. Bank of Am., N.A.*, 136 Nev. 93, 460 P.3d 440 (2020), does not save his quiet title claim from being barred under its statute of limitations. As previously discussed in Defendant's Supplemental Points and Authorities to its Countermotion for Summary Judgment, the Court in *Berberich* held that the statute of limitations for a quiet title claim "is triggered when the plaintiff is ejected from the property *or has had the validity or legality of his or her ownership or possession of the property called into question.*" *Id.* a 97, 443 (emphasis added). Therefore, *Berberich* supports Defendant's position that Plaintiff's quiet title claim, like each of his other civil claims, is barred by the statute of limitations; as Plaintiff himself has alleged, he was aware in May 2010 that Defendant claimed superior rights to the ownership and possession of Plaintiff's property, and, as a result, "interfered with Plaintiff's use of the Property." FAC, at ¶ 35.

Plaintiff's arguments concerning NRS 106.240 are likewise misguided and unavailing.

³ Moreover, Plaintiff's *interpretation* of the discovery rule is at direct odds with the policy arguments supporting the existence of statute of limitations. As stated by the Nevada Supreme Court,

Viewed broadly, ... statutes of limitation embody important public policy considerations in that they stimulate activity, punish negligence, and promote repose by giving security and stability to human affairs. Thus, statutes of limitation rest upon 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).

Plaintiff has *never* alleged or pleaded that this statute resulted in the satisfaction or discharge of his loan. Even assuming Plaintiff did so, the statute would not bear on any of Plaintiff's affirmative claims for relief against Defendant. One of the few opinions citing this statute expressly held that it does not create a statute of limitations, but rather merely creates a "conclusive presumption" that a security instrument is extinguished ten years after the underlying debt becomes due. *Bank of New York Mellon v. Ruddell*, 380 F. Supp. 3d 1096, 1100 (D. Nev. 2019). Again, this case is not one of foreclosure brought by Defendant; it is one resting in civil claims brought by Plaintiff.

C. Plaintiff's arguments regarding Defendant's counterclaims should not be considered by the Court.

In Sections F, G, and H of Plaintiff's Supplemental Points and Authorities, Plaintiff argues that Defendant's counterclaims for equitable relief—claims for unjust enrichment, equitable mortgage, and equitable subrogation—are barred by their statutes of limitations.⁴ This argument represents a clear misunderstanding of Defendant's counterclaims and presents issues which are not before the Court. Even if such issues were ripe for adjudication, U.S. Bank Trust's counterclaims seek equitable relief and arise solely, and if and only if, the 2007 Deed of Trust is extinguished. As such, the counterclaims are triggered, and the statutes of limitations on them do not begin to run, unless and until Plaintiff is successful on his affirmative claims in this case. Therefore, Defendant's counterclaims are not barred by any statute of limitations.

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⁴ 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.

III. <u>CONCLUSION</u>

For the foregoing reasons, summary judgment should be granted in favor of U.S. Bank Trust on all of Plaintiff's claims.

DATED this 13th day of July, 2021.

FOX ROTHSCHILD LLP

/s/ Kevin M. Sutehall
MARK J. CONNOT (10010)
KEVIN M. SUTEHALL (9437)
1980 Festival Plaza Dr., Suite 700
Las Vegas, NV 89135
Attorneys for Defendant U.S. Bank National
Association, as Trustee for Structured Asset
Securities Corporation Mortgage Pass-Through
Certificates, Series 2007-BC3

1 **CERTIFICATE OF SERVICE** 2 Pursuant to NRCP 5(b), I hereby certify that I am an employee of Fox Rothschild LLP, and 3 that on the 13th day of July, 2021, I served a copy of the foregoing DEFENDANT U.S. BANK 4 NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES 5 CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3'S 6 REPLY IN SUPPORT OF ITS SUPPLEMENTAL POINTS AND AUTHORITIES TO 7 COUNTERMOTION FOR SUMMARY JUDGMENT through the Court's electronic service 8 system to the parties listed below: 9 Tyrone Keith Armstrong 3713 Brentcove Drive 10 North Las Vegas, NV 89032 performanceoneautomotive@gmail.com 11 Plaintiff Pro Se 12 Jeffrey S. Allison, Esq. Houser LLP 13 6671 S. Las Vegas Blvd. Las Vegas, NV 89119 14 jallison@houser-law.com Attorneys for Defendants PHH Mortgage Corporation; 15 PHH Mortgage Corporation, successor to Ocwen Loan Servicing, LLC, erroneously named; and Western Progressive-Nevada, Inc. 16 17 /s/ Doreen Loffredo 18 An employee of Fox Rothschild LLP 19 20 21 22 23 24 25 26 27

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Electronically Filed 7/13/2021 2:58 PM Steven D. Grierson CLERK OF THE COURT 1 RIS Jeffrey S. Allison (NV Bar No. 8949) 2 HOUSER LLP 9970 Research Drive 3 Irvine, California 92675 6671 S. Las Vegas Blvd. 4 Building D, Ste. 210 5 Las Vegas, Nevada 89119 Tel: (949) 679-1111 Fax: (949) 679-1112 jallison@houser-law.com 7 Attorneys for Defendants PHH MORTGAGE CORPORATION; PHH MORTGAGE CORPORATION, successor to OCWEN LOAN SERVICING, LLC, erroneously named; and 9 WESTERN PROGRESSIVE-NEVADA, INC. 10 DISTRICT COURT 11 CLARK COUNTY, NEVADA 12 TYRONE KEITH ARMSTRONG.) Case No. A-19-796941-C 13 Plaintiff, Dept. 18 14 VS. Hon, Mary Kay Holthus 15 16 U.S. BANK NATIONAL ASSOCIATION, as) REPLY RE SUPPLEMENTAL BRIEF Trustee for Structured Asset Securities REGARDING THE STATUTES OF 17 Corporation Mortgage Pass-Through LIMITATIONS BARRING PLAINTIFF'S Certificates, Series 2007-BC3; OCWEN) FIRST AMENDED COMPLAINT; AND 18 LOAN SERVICING, LLC; PHH) JOINDER TO DEFENDANT U.S. BANK MORTGAGE CORPORATION; WESTERN) NATIONAL ASSOCIATION, AS 19 PROGRESSIVE-NEVADA, INC.; DOES 1) TRUSTEE FOR STRUCTURED ASSET 20 through 20; ROE BUSINESS ENTITIES 1 SECURITIES CORPORATION through 20, MORTGAGE PASS-THROUGH 21 **CERTIFICATES, SERIES 2007-BC3's** Defendants. REPLY IN SUPPORT OF ITS 22 SUPPLEMENTAL POINTS AND **AUTHORITIES TO** 23 COUNTERMOTIONS FOR SUMMARY 24 **JUDGMENT** 25 HEARING DATE: July 28, 2021 HEARING TIME: 10:00 a.m. 26 27 28 1

Case Number: A-19-796941-C

 Defendant PHH MORTGAGE CORPORATION; PHH MORTGAGE CORPORATION, successor to OCWEN LOAN SERVICING, LLC, erroneously named, ("PHH") submits the following Reply in response to Plaintiff's Supplemental Points and Authorities [Opposition aka "Plaintiff's brief"] and Regarding the Statutes of Limitations Barring Plaintiff's First Amended Complaint.

Additionally, PHH hereby joins in and incorporates herein Defendant U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3's ("US Bank Trust") Reply in Support of its Supplemental Points and Authorities to Countermotions for Summary Judgment.

I. INTRODUCTION

At the hearing on the Plaintiff's Amended Motion for Partial Summary Judgment ("MPSJ"), and Counter-Motions for Summary Judgment by Defendants US Bank Trust and PHH ("CMSJ), the Court denied Plaintiff's MPSJ and ordered Defendants to file supplemental briefing on the issue of the statutes of limitations regarding the claims alleged by Plaintiff culminating in the First Amended Complaint ("FAC"), with Plaintiff's opposition due by June 30, 2021, and Defendants' replies by July 14, 2021.

Plaintiff's brief suggests that the statutes of limitation do not apply to him or are tolled indefinitely under the discovery rule because he wanted to pursue discovery on his claims after he filed this action. He also repeats unrelated or erroneous 'red herring' arguments in an attempt to distract the Court from the statutes of limitation issue to bar this action.¹

¹ The evidence with PHH's Supplemental Brief included the three declarations of Derrick Raleigh which were executed on April 8, May 3 and May 17, 2021 (referred to herein as "Apr. 8th, "May 3rd," or "May 17th" 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.

Plaintiff refinanced his house a third time with this loan during the same month his prior loan was set to adjust by adding the interest payment after the first two years. (FAC, Exh. 4 – see Adjustable Rate Note with 2 Year Rate Lock, stamped ARM053). Again, Plaintiff and his cohorts knew what they were doing and waited for over a decade to bring this action after owning the house for free without payments since January 2007. Plaintiff's action filed in 2019 remains barred by the statutes of limitation applicable to the claims in his FAC.

II. PLAINTIFF FILED THIS ACTION REGARDING THE 2007 LOAN AFTER ADMITTED OPERATIVE EVENTS OVER A DECADE EARLIER

Plaintiff cannot dispute the fact that he filed his Complaint to commence this action on June 19, 2019 asserting the following claims as amended in his FAC based on the 2007 loan secured by a Deed of Trust in favor of BNC Mortgage: (1) wrongful foreclosure; (2) quiet title; (3) declaratory relief; and (4) slander of title. Again, Plaintiff's action was filed many years after the following operative events **as alleged and established** by the evidence as time barred:

- 1. 12 years after the 2007 BNC Deed of Trust securing the loan at issue was recorded on January 25, 2007. (FAC ¶ 16; Apr. 8th Raleigh Decl. ¶ 4, Exh. 2).
- 2. 9 years after a Notice of Default was recorded on May 6, 2010 for which Plaintiff admits receipt. (Complaint ¶ 36; FAC ¶ 35).
- 3. 9 years after Plaintiff attended his elected foreclosure mediation on the Notice of Default recorded on May 6, 2010, the purpose of which was to pursue a modification of the subject loan. (FAC ¶ 35; Apr. 8th Raleigh Decl. ¶ 9, Exh. 8).
- 4. 8 years after Plaintiff sent a letter dated March 28, 2011 to a prior servicer of the loan, Chase, regarding the loan and admitting his receipt of the Notice of Default recorded on May 6, 2010.² (May 3rd Raleigh Decl. ¶ 7, Exh. D).

² PHH is the subsequent and current servicer for the loan **B**eneficiary/holder US Bank Trust. PHH does not have an ownership interest in the loan. (Apr. 8th Raleigh Decl. ¶¶ 3, 6).

4 III. PLAINTIFF'S FO
LIMIATION
7 Plaintiff's brief does
8 toll the statutes indefinitely
9 herein.
0 1. Wrongful F
1 Again, Plaintiff's fi

5. 5 years after Plaintiff sent a letter dated August 22, 2014 to a subsequent servicer of the loan, Ocwen, admitting he signed the loan and with nothing concerning any identity theft or lack of consideration. (May 17th Raleigh Decl. ¶ 4, Exh. E).

III. PLAINTIFF'S FOUR CLAIMS REMAIN BARRED BY THE STATUTES OF LIMIATION

Plaintiff's brief does not negate the statutes of limitation or establish a discovery rule to toll the statutes indefinitely until *after* he filed this action and pursued some further discovery herein

1. Wrongful Foreclosure is Time Barred

Again, Plaintiff's first claim for wrongful foreclosure is barred by at most the 4-year statute of limitations under NRS 11.190(3)(a); 11.220. Plaintiff admittedly received the Notice of Default recorded in May 2010 to commence a non-judicial foreclosure on the loan, and participated in his elected foreclosure mediation based on the Notice of Default in October 2010. (Complaint ¶ 36; FAC ¶ 35; Apr. 8th Raleigh Decl. ¶ 9, Exh. 8). He knew of or reasonably should have known of the 2007 loan in default at that time, or at least was record and inquiry notice. Plaintiff did not file this action until many years later on June 19, 2019.

Plaintiff illogically argues without any controlling authority that just because there was no actual foreclosure, he could despite his allegations just ignore the loan and Notice of Default so he could keep the free house longer not subject to any statute of limitations.³ His suggestion that a rescission of notice of default somehow terminated the statute of limitations regarding the 2007 loan is erroneous and irrelevant. The statute of limitations does not require that one be in imminent jeopardy of losing his house if that is what Plaintiff suggests. Equally erroneous is

³ Plaintiff acknowledged he was not making monthly payments on the loan originated in January 2007. (Complaint ¶ 33; FAC ¶ 31: Apr. 8th Raleigh Decl. ¶¶ 4, 11, 18, Exh. 2). The loan was and remained in default subject to foreclosure.

Plaintiff's suggestion for the first time without any claim in his FAC that the 2010 Notice of Default somehow accelerated the debt on his 2007 loan. Not only is this contrary to the Deed of Trust, the Notice and the law, but if believe it would only further confirm the statute of limitations was triggered by the Notice recorded in 2010.⁴

Further, there is no controlling law cited for his suggestion that a quiet title claim must be adjudicated first before a wrongful foreclosure claim which is tolled in the interim. Moreover, there is no cited or controlling law for Plaintiff's absurd suggestion that the statute of limitations is forever tolled until he decides to bring an action and pursue discovery. He could have filed the action within the four year statutory period, but chose not to do so no doubt because he wanted to enjoy a mortgage free house as long as possible before filing a suit seeking to invalidate any obligation he had to repay the loans securing the property. The wrongful foreclosure claim is barred by the statute of limitations.

2. Quiet Title is Time Barred

Plaintiff's second claim alleged in the FAC for quiet title is governed by a 5-year statute of limitations under NRS 11.080. The claim is based on the Deed of Trust for the loan recorded on January 25, 2007. (FAC ¶ 16; Apr. 8th Raleigh Decl. ¶ 4, Exh. 2). Plaintiff knew about the loan and admittedly received the Notice of Default recorded on May 6, 2010. (Complaint ¶ 36;

⁴ Incidentally, a Notice of Default is recorded to commence a non-judicial foreclosure of a secured loan by estimating the monthly payment amounts in arrears the purpose of which is to afford at least 90 days for a borrower to pay the arrearages to cure the default and bring the loan current, i.e. to "reinstate" the loan, before a notice of sale is recorded to accelerate and estimate the total loan debt for a foreclosure sale. The loan is not accelerated by a notice of default. NRS § 107.080(1), (2)(c),(3), and (4). If a borrower after a notice of default timely elects a 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. 8th Raleigh Decl. ¶ 3, Exh. 1). Further, this is Plaintiff's action, not a foreclosure action by Defendants.

FAC ¶ 35; Allison Decl. ¶¶ 2, 3, Exh. 19). Plaintiff did not file this action until many years later on June 19, 2019.

Plaintiff's argument that the statute of limitations for quiet title is not triggered until he is dispossessed of the property, does not provide the rule in full and is not applicable here.

Plaintiff's FAC claim does not allege that he was dispossessed or that he seeks to quiet title against Defendants who have title to the property. Rather, Plaintiff's claim merely seeks to cancel the loan held and serviced by Defendants. Certainly, his ownership of the property secured by the defaulted loan has been called into question, which would be sufficient. If Plaintiff's inapposite argument had any credibility in this context, there would be no need for a quiet title action which is tantamount to a concession the claim should be dismissed as unripe. In either event, Plaintiff's quiet title claim is barred by the statute of limitations and/or should be dismissed.

3. <u>Declaratory Relief Claim is Time Barred</u>

Plaintiff's third claim alleged in the FAC for declaratory relief is governed by a 4-year statute of limitations under NRS 30.010 and based on the underlying wrongful foreclosure claim. The claim seeks a declaration that Plaintiff is not subject to the Deed of Trust recorded on January 25, 2007. (Complaint ¶ 33; FAC ¶¶ 31, 73; Apr. 8th Raleigh Decl. ¶¶ 4, 18, Exh. 2). Indeed, Plaintiff's brief even admits the 2007 BNC deed of trust is the basis for the claim. Plaintiff also admittedly knew about the loan and received the Notice of Default recorded on May 6, 2010. (Complaint ¶ 36; FAC ¶ 35; Allison Decl. ¶¶ 2, 3, Exh. 19). Plaintiff did not file this action until many years later on June 19, 2019.

There is no cited or controlling law for Plaintiff's suggestion that a court must first find a foreclosure sale void or adjudicate a quiet title claim before the statute of limitations is triggered on the declaratory relief claim. Accordingly, Plaintiff's declaratory relief claim is barred by the statute of limitations.

4. Slander of Tile is Time Barred

Plaintiff's fourth and final claim alleged in the FAC for slander of title is governed by a 2-year statute of limitations under NRS 11.190(4)(c). The claim is based on the Deed of Trust for the loan recorded on January 25, 2007. (FAC ¶ 16; Apr. 8th Raleigh Decl. ¶ 4, Exh. 2). Once more, Plaintiff admittedly knew about the loan and received the Notice of Default recorded on May 6, 2010. (Complaint ¶ 36; FAC ¶ 35; Allison Decl. ¶¶ 2, 3, Exh. 19). Plaintiff did not file this action until many years later on June 19, 2019.

Despite the suggestion in Plaintiff's brief, his slander of title claim is not based on some other home equity loan he purportedly applied for in 2017. Again, there is no cited or controlling law for Plaintiff's absurd suggestion that the statute of limitations is forever tolled until he decides to bring an action and pursue discovery. He could have filed the action within the two year statutory period, but chose not to do so he could continue enjoying a mortgage free property before ultimately having to deal with his mortgage loan repayment obligations.

The slander of title claim is barred by the statute of limitations.

IV. CONCLUSION

For the reasons as set forth above, PHH respectfully requests that summary adjudication or judgment be entered in its favor on statute of limitations grounds, and/or that the claims in Plaintiff's FAC be dismissed with prejudice.

Dated: July 13, 2021 HOUSER LLP

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

1	
2	CERTIFICATE OF SERVICE
3	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:
4	REPLY RE SUPPLEMENTAL BRIEF REGARDING THE STATUTES OF
5	LIMITATIONS BARRING PLAINTIFF'S FIRST AMENDED COMPLAINT; AND JOINDER TO DEFENDANT U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE
6	FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-
7	THROUGH CERTIFICATES, SERIES 2007-BC3's REPLY IN SUPPORT OF ITS SUPPLEMENTAL POINTS AND AUTHORITIES TO COUNTERMOTIONS FOR
8	SUMMARY JUDGMENT
9	I served the above-named document(s) by the following means to the persons below:
10	Electronic Service through Wiznet pursuant to NRCP 5(b)(2)(D) and EDCR 8.05
11	 ☐ United States Mail, Postage Fully Prepaid ☐ Personal Service
12	By Direct Email (as opposed to through the ECF System) By Fax Transmission
13	By Messenger
14	TYRONE KEITH ARMSTRONG
15	3713 Brentcove Drive North Las Vegas, NV 89031
16	Tel: (702) 491-8426 performanceoneautomotive@gmail.com
17	Plaintiff Pro Se
18	Mark Connot, Esq.
19	Kevin M. Sutehall, Esq. FOX ROTHSCHILD LLP
20	One Summerlin
21	1980 Festival Plaza Dr., Ste. 700 Las Vegas, NV 89135
22	Tel: (702) 262-6899 Fax: (702) 597-5503
23	mconnot@foxrothschild.com
24	ksutehall@foxrothschild.com Attorneys for Defendant U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR
25	STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-BC3
26	I declare under penalty of perjury that the foregoing is true and correct.
27	Dated: July 13, 2021
28	/s/ Jasmine Blanco An employee of HOUSER LLP
	This improject of HOODER LES

Electronically Filed 8/3/2021 4:20 PM Steven D. Grierson CLERK OF THE COURT **RTRAN** 1 2 3 4 DISTRICT COURT 5 CLARK COUNTY, NEVADA 6 7 8 TYRONE ARMSTRONG, CASE#: A-19-796941-C 9 Plaintiff (s), DEPT. XVIII 10 VS. 11 **US BANK NATIONAL** ASSOCIATION, 12 Defendant (s), 13 BEFORE THE HONORABLE MARY KAY HOLTHUS 14 DISTRICT COURT JUDGE 15 WEDNESDAY, JULY 28, 2021 16 RECORDER'S TRANSCRIPT OF HEARING: 17 **ALL PENDING MOTIONS** 18 **APPEARANCES:** 19 For the Plaintiff (s): **TYRONE ARMSTRONG** 20 Pro Se 21 For the Defendant (s): JEFFREY S. ALLISON, ESQ. 22 KEVIN SUTEHALL, ESQ. 23 24 25 RECORDED BY: YVETTE SISON, COURT RECORDER Page 1 Case Number: A-19-796941-C

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I'm saying? You're alleging damages from back in what, 2010-

2011? Clearly, if you were suffering damages at that point, you were aware of what was going on. Do you understand what I'm saying?

MR. ARMSTRONG: I didn't know what was going on from when I had that feedback; but the statute of limitations says that it started when you -- when you're ejected from the home, and I've been in the home from day one. I never been ejected.

THE COURT: The Court has said, Mr. Armstrong, it's triggered when the Plaintiff is ejected from the property or has the validity or legality of his ownership or possession of the property called into question.

So, under the law, it starts running as soon as you become aware of somebody questioning the validity of your ownership, not -- you don't have to be physically removed from the property to start the clock.

MR. ARMSTRONG: They rescinded the default, and on the -- and on the home -- it never happened. The timing of the default was not based on that rule.

THE COURT: Yeah, I'm sorry Mr. Armstrong, I'm just not seeing anything. Counsel, do you have anything to add?

MR. ARMSTRONG: I didn't understand what you said.

THE COURT: Is there anything else you want to say Mr. Armstrong?

MR. ARMSTRONG: Yes ma'am.

THE COURT: Okay, go ahead.

MR. ARMSTRONG: Can you give me one second -- can you give me one second. I'm going to the Nevada Supreme Court, in the hope of the timing of the default is rendered moot. I'm obtaining foreclosure mediations to make -- produce the mortgage note and the deed of trust, but they did not [unintelligible] --

My rendering could not be determined until the Court makes a decision on my quiet title and foreclosed [unintelligible] the procedure in NRS 17, but if my claim is granted, then it will prove that I am not in default to Defendant, and they had no authority to foreclose. If they -- if the Court read my quiet title claim, that also would prove the false statement of my [unintelligible] of title.

Regarding US Bank counterclaims, there has been a [unintelligible] they [unintelligible] US Bank that I have never made a payment to them since they recorded the document in 2007.

They waited 14 years to follow up on these claims, yet they said the Court should not consider the status of the statute of limitations of the quiet claim, but they are all included in my motion I submitted, that's it.

THE COURT: Thank you. Counsel.

MR. SUTEHALL: Good Morning, Your Honor, Kevin Sutehall for US Bank Trust. I think you have summarized the issue. You read the appropriate provision from the *Berberich* case, and you know it's quiet title, but likely is time-barred just like the other three based on the Plaintiff's own words and admissions.

And so, we don't have anything to add other than to say that if Your Honor is inclined to grant the motion, the countermotion in this case, we request that the injunction that Your Honor answered in 2019 be lifted.

I guess one other note I would say is Mr. Armstrong is apparently referencing the counterclaim. The counterclaims are strictly contingent on the Plaintiff succeeding his claims. They're equitable claims to impose an equitable mortgage or unjust enrichment. They will be mooted upon dismissal of Plaintiff's claims if the Court is so inclined to do so. So, unless Your Honor has any other questions, I don't have anything further.

THE COURT: All right, yeah, I'm going to --

MR. ARMSTRONG: Excuse me.

THE COURT: Go ahead Mr. Armstrong.

MR. ARMSTRONG: These are not judicial foreclosures. They want judicial actions.

THE COURT: Anything else?

MR. ALLISON: Your Honor, this is Jeff Allison, I mirror the comments of Mr. Sutehall. I think all of these issues have been set forth in the papers. PHH's supplemental brief and reply brief, as well as US Bank's supplemental brief and reply brief, in which PHH has joined.

Mr. Armstrong keeps throwing out arrows, which are not supported or cited in his papers, and I think Your Honor can see through the charade, and I would request that the Court grant US

1	MR. SUTEHALL: Okay, we'll put that with the order.
2	THE COURT: Thank you.
3	MR. SUTEHALL: Thank you.
4	MR. ARMSTRONG: So, how do we know who own the
5	property?
6	THE COURT: Mr. Armstrong, obviously you've been
7	consulting with attorneys, and it's what you need to do at this
8	point. I can't give you anymore information.
9	MR. ARMSTRONG: Yes ma'am.
10	[Hearing concluded at 11:14 a.m.]
11	* * * * *
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15	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.
16	De al 1
17	ghale J. Juga
18	Yvette G. Sison
19	Court Recorder/Transcriber
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