| 2 | MICHAEL F. BOHN, ESQ. Nevada Bar No.: 1641 mbohn@bohnlawfirm.com LAW OFFICES OF MICHAEL F. BOHN, ESQ., LTD. | | |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------------------------------|
| 4 | 2260 Corporate Circle, Suite 480 Henderson, Nevada 89074 | | Electronically Filed |
| 5 | MICHAEL F. BOHN, ESQ., LTD. 2260 Corporate Circle, Suite 480 Henderson, Nevada 89074 (702) 642-3113 / (702) 642-9766 FAX Attorney for plaintiff/appellant Saticoy Bay LLC Series 4641 Viareggio Ct | | Jul 15 2021 09:39 a.m. Elizabeth A. Brown |
| 6 | Saticoy Bay LLC Series 4641 Viareggio Ct | | Clerk of Supreme Court |
| 7 | | | |
| 8 | SUPREM | E COURT | |
| 9 | | NEVADA | |
| 10 | | | |
| 11 | SATICOY BAY LLC SERIES 4641 VIAREGGIO CT, | CASE NO.: 82 | 449 |
| 12 | Appellant, | | |
| 13 | VS. | | |
| 14 | NATIONSTAR MORTGAGE LLC, | | |
| 15 | Willows The World Mod Ede, | | |
| 16 | Respondent. | | |
| 17 | Respondent. | | |
| 18 | _ | l | |
| 19 | APPELLANT'S APP | ENDIX VOLU | <u>ME 11</u> |
| 20 | | | |
| 2.1 | Michael E. Dohn, Egg | | |
| 22 | Michael F. Bohn, Esq. Law Office of Michael F. Bohn, Esq., Ltd. | | |
| | 2260 Corporate Circle, Suite 140 Henderson, Nevada 89074 (702) 642-3113/ (702) 642-9766 FAX | | |
| 23 | Attorney for Appellant Saticov Bay LLC | | |
| 24 | Series 4641 Viareggio Ct | | |
| 25 | | | |
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| Filed | |
| Third Portion of Nationstar Mortgag LLC's Summary Judgment Motion | AA-001612 AA-001627 |

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| 1 | 10/16/13 | Affidavit of Service for Cooper Castle Law Firm | AA-000008 |
| 1 | 10/16/13 | Affidavit of Service for Monique Guillory | AA-000009 |
| 1 | 10/29/13 | Affidavit of Service for Nationstar Mortgage, LLC | AA-000010 |
| 10 | 02/03/21 | Case Appeal Statement | AA-001894- AA-001896 |
| 1 | 09/25/13 | Complaint | AA-000001- AA-000007 |
| 1 | 11/19/13 | Default as to Monique Guillory | AA-000011 |
| 5 | 09/25/17 | Default Judgment Against Defendant Monique Guillory | AA-000983- AA-000985 |
| 7 | 12/19/17 | Defendant/Counterclaimant Nationstar Mortgage, LLC's Amended Opposition to Plaintiff's Motion for Summary Judgment | AA-001161- AA-001317 |
| 5 | 09/12/17 | Findings of Fact, Conclusions of Law, and Judgment | AA-000955- AA-000967 |
| 8 | 11/02/20 | Minute Order | AA-001457- AA-001459 |
| 2 | 04/29/15 | Motion to Dismiss Counterclaimant Nationstar Mortgage, LLC's Counterclaim as to Counter- Defendant/Third Party Defendant Naples Community | AA-000333- AA-000394 |
| 3 | 07/31/17 | Motion for Default Judgment Against Defendant Monique Guillory | AA-000647- AA-000657 |

| | | _ | |
|----|-----------|--------------------------------------------------------------------------------------------------------------|-------------------------|
| 5 | 08/29//17 | Motion for Voluntary Dismissal Against Defendant Cooper Castle Law Firm, LLP | AA-000951- AA-000954 |
| 1 | 03/13/15 | Nationstar's Answer to Complaint and Counterclaim | AA-00016- AA-000167 |
| 8 | 01/07/19 | Nationstar Mortgage LLC's Case Appeal Statement | AA-001450- AA-001453 |
| 8 | 12/11/18 | Nationstar Mortgage LLC's Findings of Fact, Conclusions of Law, and Judgment | AA-001431- AA-001436 |
| 10 | 12/08/20 | Nationstar Mortgage LLC's Reply Supporting Its Summary Judgment Motion | AA-001823- AA-001839 |
| 9 | 11/09/20 | Nationstar Mortgage LLC's Summary Judgment Motion | AA-001460- AA-001668 |
| 5 | 10/02/17 | Nationstar's Motion for Reconsideration, Motion for Relief, and Motion to Alter or Amend Judgment | AA-000991 AA-001011 |
| 2 | 04/20/15 | Nationstar's Opposition to Motion to Dismiss Counterclaim and Countermotion for Summary Judgment | AA-000198 AA-000332 |
| 2 | 05/19/15 | Nationstar's Opposition to Naples Community Homeowners Association's Motion to Dismiss Counterclaim | AA-000408 AA-000447 |
| 4 | 08/10/17 | Nationstar's Opposition to Plaintiff's Motion for Summary Judgment | AA-000658- AA-000814 |
| 5 | 08/10/17 | Nationstar's Request for Judicial Notice | AA-000815 AA-000950 |
| 8 | 01/07/19 | Notice of Appeal | AA-001447 AA-001449 |
| 10 | 02/03/21 | Notice of Appeal | AA-001891 AA-001893 |
| 5 | 09/26/17 | Notice of Entry of Default Judgment | AA-000986 AA-000990 |
| 5 | 09/13/17 | Notice of Entry of Judgment | AA-000968 AA-000982 |
| 8 | 12/14/18 | Notice of Entry of Nationstar Mortgage LLC's Findings of Fact, Conclusions of Law, and Judgment | AA-001437 AA-001446 |

| 5 | 10/05/17 | Notice of Entry of Order | AA-001014- AA-001017 | | |
|----|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--|--|
| 10 | 12/28/20 | Notice of Entry of Order Denying Saticoy Bay LLC Series 4641 Viareggio Ct's Summary Judgment Motion | AA-001850- AA-001863 | | |
| 10 | 01/05/21 | Notice of Entry of Order Granting Nationstar Mortgage LLC's Motion for Summary Judgment | AA-001874 AA-001887 | | |
| 10 | 01/06/21 | Notice of Release of Lis Pendens | AA-001888 AA-001890 | | |
| 3 | 08/12/15 | Order to Dismiss Without Prejudice Countrclaimant Nationstar Mortgage, LLC's Counterclaim as to Counter- Defendant/Third Party Defendant Naples Community Homeowners Association Only | AA-000469 AA-000477 | | |
| 10 | 12/28/20 | Order Denying Saticoy Bay LLC Series 4641 Viareggio Ct's Summary Judgment Motion | AA-001840 AA-001849 | | |
| 1 | 04/15/14 | Order Granting Countermotion to Stay | AA-000012 AA-000013 | | |
| 1 | 02/12/15 | Order Granting Motion to Lift Stay | AA-000014 AA-000015 | | |
| 5 | 10/05/17 | Order Granting Motion for Voluntary Dismissal | AA-001012 AA-001013 | | |
| 10 | 01/04/21 | Order Granting Nationstar Mortgage LLC's Motion for Summary Judgment | AA-001864 AA-001873 | | |
| 3 | 07/28/15 | Order Granting Plaintiff's Motion to Dismiss and Denying Nationstar Mortgage, LLC's Countermotion for Summary Judgment | AA-000454 AA-000468 | | |
| 8 | 09/28/20 | Order Setting Further Proceedings | AA-001454 AA-001456 | | |
| 1 | 03/19/15 | Plaintiff's Motion to Dismiss Counterclaim | AA-000168 AA-000197 | | |
| 3 | 05/11/17 | Plaintiff's Motion for Summary Judgment | AA-000478 AA-000646 | | |
| 5 | 10/07/17 | Plaintiff's Opposition to Nationstar's Motion for Reconsideration, Motion for Relief, and Motion to Alter or Amend Judgment | AA-001018 AA-001024 | | |

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| 10 | 11/25/20 | Plaintiff's Opposition to Nationstar Mortgage LLC's Summary Judgment Motion | AA-001669- AA-001822 |
|----|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2 | 05/04/15 | Reply in Support of Plaintiff's Motion to Dismiss Counterclaim and Opposition to Countermotion for Summary Judgment | AA-000395- AA-000407 |
| 3 | 06/11/15 | Reply Brief in Support of Motion to Dismiss Counterclaimant Nationstar Mortgage, LLC's Counterclaim as to Counter-Defendant/Third Party Defendant Naples Community Homeowners Association Only | AA-000448- AA-000453 |
| 8 | 01/11/18 | Reply to Opposition to Motion for Summary Judgment | AA-001318- AA-001430 |
| 6 | 12/19/17 | Request for Judicial Notice in Support of Nationstar's Amended Opposition to Plaintiff's Motion for Summary Judgment | AA-001025- AA-001160 |
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one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

initials: MG Form 3029 1/01

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

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

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

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

- 23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable

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

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Form 3029 1/01

AA001613

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:

-Witness

Witness

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower
-Borrower

(Seal)

Borrower

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(Seal)

-Borrower

AA001614

CLARK,NV Document: DOT 2007.0125.3583 Page 14 of 27

Printed on 12/19/2014 5:01:11 AM

Station Id :XKQQ

STATE OF NEVADA California COUNTY OF LOS Angeles

This instrument was acknowledged before me on January 19, 2007 MONIQUE GUILLORY

by



Mail Tax Statements To:

CLARK COUNTY

PO BOX 551220 LAS VEGAS, NV 89155-0000

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inhials: <u>WG</u> Form 3029 1/01

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Document: DOT 2007.0125.3583

CLARK,NV

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Printed on 12/19/2014 5:01:11 AM

PLANNED UNIT DEVELOPMENT RIDER

LOAN NO.: 2241

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 17th day of JANUARY, 2007 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

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

4641 VIAREGGIO COURT, LAS VEGAS, NV 89147 [Property Address]

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

COVENANTS, CONDITIONS AND RESTRICTIONS.

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

[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.

Initial M 6

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

V-7R (0411).01

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LENDER SUPPORT SYSTEMS INC. 7R.NEW (07/06)

AA001616

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

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become

Initials: MG

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Form 3150 1/01

AA001617

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 covenants contained in this PUD Rider.

| (Seal | Monique Guillory (Seal) MONIQUE GUILLORY Borrower |
|-------------------|----------------------------------------------------|
| (Seal) | (Seal) -Borrower |
| (Seal | (Seal) -Borrower |
| (Seal -Borrowe | (Seal) -Borrower |

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AA001618

Form 3150 1/01

V-7R (0411).01

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published In The Wall Street Journal) - Rate Caps)
SEE "ADDENDUM TO ARM RIDER" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "INTEREST-ONLY ADDENDUM TO ARM RIDER" ATTACHED HERETO AND MADE A PART HEREOF.
LOAN NO.:

2241

MERS Phone: 1-888-679-6377

THIS ADJUSTABLE RATE RIDER is made this 17th 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 FIRST MAGNUS FINANCIAL CORPORATION. AN ARIZONA CORPORATION

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

4641 VIAREGGIO COURT, LAS VEGAS, NV 89147 [Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND 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 8.375 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of FEBRUARY, 2012 , 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."

Initials: M6

Form 3138 1/01

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN THE WALL STREET JOURNAL) - Single Family - Famile Mae Uniform Instrument

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LENDER SUPPORT SYSTEMS INC. 838R.NEW (09/06)

AA001619

CLARK,NV

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage points

%) 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 % or less than 8.375 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than

TWO AND 000/1000THS percentage points

%) from the rate of interest I have been paying for the preceding months. My interest rate will never be greater than 14.375 %, or less than 8.375 %.

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

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

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

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

Initials: MU

V-838R (0402).01

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Form 3138 1/01

AA001620

CLARK,NV

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

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

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

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Form 3138 1/01

AA001621

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

| (Seal) -Borrower | MONIQUE GUILLIORY (Seal) Borrower |
|------------------|------------------------------------|
| (Seal) -Borrower | (Seal) -Borrower |
| (Seal) -Borrower | (Seal) -Borrower |
| (Seal) Borrower | (Seal) -Borrower |

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AA001622

INTEREST-ONLY ADDENDUM TO ADJUSTABLE RATE RIDER

LOAN NO.: 2241

MIN: 2414 MERS Phone: 1-888-679-6377

PROPERTY ADDRESS: 4641 VIAREGGIO COURT, LAS VEGAS, NV 89147

THIS ADDENDUM is made this 17th day of JANUARY, 2007 , and is incorporated into and intended to form a part of the Adjustable Rate Rider (the "Rider") dated the same date as this Addendum executed by the undersigned and payable to

FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

(the "Lender").

THIS ADDENDUM supersedes Section 4(C) of the Rider. None of the other provisions of the Note are changed by this Addendum.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND THREE QUARTERS percentage point(s) (2.750 %) to the Current Index for such Change Date. 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.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment will not be reduced due to voluntary prepayments.

initials: M6

Form 603F

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LENDER SUPPORT SYSTEMS INC. AURIORDR.ADD (06/04)

AA001623

Monique Guillory

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AA001624

ADDENDUM TO ADJUSTABLE RATE RIDER

MIN: 2414 LOAN NO.: 224 MERS Phone: 1-888-679-6377

This addendum is made JANUARY 17, 2007 and is incorporated into and deemed to amend and supplement the Adjustable Rate Rider of the same date.

The property covered by this addendum is described in the Security Instrument and located at: 4641 VIAREGGIO COURT, LAS VEGAS, NV 89147

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Security Instrument, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.375 % or less than 8.375 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000THS percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 8.375 %. My interest rate will never be less than 8.375 %.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if 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.

Initials: MG

1202 LIBOR Addendum to Rider

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LENDER SUPPORT SYSTEMS, INC. AURA1202.AUR (07/05)

AA001625

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.

In Witness Thereof, Trustor has executed this addendum.

| Witness | | |
|------------------------------|---------------------|---------------------|
| Mongue guiller | (Seal) -Вотоwer | (Seal) -Borrower |
| | (Seal) -Borrower | (Seal) -Borrower |
| 1202 LIBOR Addendum to Rider | Page 2 of 2 | |

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CLARK,NV Document: DOT 2007.0125.3583

EXHIBIT "A"

PARCEL ONE (1):

:

Lot Seventy (70) in Block One (1) of CONQUISTADOR/TOMPKINS-UNIT 2, as shown by map thereof on file in Bokk 93 of Plats, Page 1, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2):

A non exclusive easement for ingress, egress and Public Utility Purposes on, over and Across the Private Streets on the Map Referenced Hereinabove, which easement is Appurtenant to parcel one (1).

AA001627

CLARK,NV