

1 **IN THE SUPREME COURT OF THE STATE OF NEVADA**

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4 Electronically Filed
5 Mar 03 2022 12:14 p.m.
6 Elizabeth A. Brown
 Clerk of Supreme Court

7 MICHAEL EDWARD HATCH, an
8 individual; and ALISHA SUZANNE
9 HATCH, an individual,

Supreme Court No.: 83692
 (District Court Case No. CV21-00246)

10 Appellants,

JOINT APPENDIX VOL. 1

11 v.

12 KARI ANNE JOHNSON,

13 Respondent.

14
15 MARK G. SIMONS, ESQ.
16 Nevada Bar No. 5132
17 SIMONS HALL JOHNSTON PC
18 690 Sierra Rose Drive
19 Reno, Nevada 89511
20 T: (775) 785-0088
21 Email: msimons@shjnevada.com
22 Attorneys for Appellants
23
24
25
26

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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRAP 25, I certify that I am an employee of SIMONS HALL
3 JOHNSTON PC, and that on this date I caused to be served a true copy of the
4 **JOINT APPENDIX VOL. 1** on all parties to this action by the method(s)
5 indicated below:
6

7
8
9 X by using the Supreme Court Electronic Filing System:

10 Kent R. Robison
11 Clayton P. Brust
12 Stefanie T. Sharp
13 Hannah E. Winston
14 Robison, Sharp, Sullivan & Brust
15 71 Washington St.
16 Reno, NV 89503
17 *Attorneys for Respondents*

18 DATED: This 3 day of March, 2022.

19 
20 JODI ALHASAN
21
22
23
24
25
26

\$1425
STEFANIE T. SHARP, ESQ.
Nevada State Bar No. 8661
CLAYTON P. BRUST, ESQ.
Nevada State Bar No. 5234
ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional Corporation
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7169
Email: ssharp@rssblaw.com

Attorneys for Plaintiff Kari Anne Johnson

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual,
Plaintiff,

vs.

MICHAEL EDWARD HATCH, an individual;
ALISHA SUZANNE HATCH, an individual;
and DOES I THROUGH X, inclusive;
Defendants.

CASE NO.:

DEPT. NO.:

**ARBITRATION EXEMPT: Amount in
Controversy Exceeds \$50,000 and
Injunctive Relief Requested**

Jury Requested

VERIFIED COMPLAINT

COMES NOW, Plaintiff KARI ANNE JOHNSON, by and through her counsel of record herein, STEFANIE T. SHARP, ESQ. and CLAYTON P. BRUST, ESQ. of the law firm of ROBISON, SHARP, SULLIVAN & BRUST, LTD., and files her Verified Complaint for Breach of Contract, Demand on Loan, Unjust Enrichment, Fraud, Equitable Lien, Constructive Trust, and Injunctive Relief (the "Complaint") complaining as follows:

PARTIES

1. Plaintiff KARI ANNE JOHNSON ("Plaintiff or "Kari") is an individual and is married to COLIN GROVER ("Colin"). Kari and Colin are residents of Washoe County, Nevada.
2. Defendant MICHAEL EDWARD HATCH ("Michael") is an individual residing in

1 Washoe County, Nevada.

2 3. Defendant ALISHA SUZANNE HATCH ("Alisha") is an individual residing in
3 Washoe County, Nevada.

4 4. Alisha and Michael are husband and wife. Alisha and Michael are sometimes
5 individually referred to herein as a "Defendant" and collectively referred to herein as the
6 "Defendants."

7 5. The Plaintiff is ignorant of the true names and capacities of the defendants sued
8 herein as DOES I through X, inclusive, and therefore sues these defendants by such fictitious names.
9 The Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

10 6. The Plaintiff is informed and believes and thereon alleges that, at all times herein
11 mentioned, each of the defendants sued herein was the agent of each of the remaining defendants
12 and was at all times acting within the purpose and scope of such agency.

13 **BACKGROUND AND STATEMENT OF FACTS**

14 7. Plaintiff and Alisha met in childhood. When they reconnected in adulthood they
15 shared housing for a period of time and Plaintiff and Colin socialized with Defendants and
16 considered them friends.

17 8. In approximately November of 2014, Defendants approached Kari about loaning
18 Defendants money to buy certain real property and improvements commonly known as 9845
19 Firefoot Lane, Reno, Nevada, Washoe County, APN: 141-254-09 (the "Property") because
20 Defendants were unable to qualify for a conventional mortgage. During these conversations that
21 occurred at Plaintiff's house, Defendants promised that they would pay the loan as agreed and that
22 Kari's name would be on the title to the Property until the loan was paid in full.

23 9. Kari agreed to loan (the "Loan") the money to the Defendants based on their
24 representations that they would pay the Loan as agreed and on the condition that Kari would be on
25 the title to the property with Defendants until the Loan was paid in full.

26 10. The Property was new construction and Kari and the Defendants were identified as
27 the "buyers" in the Purchase and Sale Contract (the "PSA"). The PSA was signed on December 13,
28 2014. A true and correct copy of the PSA is attached hereto as "Exhibit 1."

1 11. Prior to the closing under the PSA, Alisha presented certain escrow documents to
2 Kari representing that the documents needed to be signed for closing. Kari trusted Alisha implicitly
3 and believed that Alisha and Michael would honor their agreement with Kari that she would be a
4 joint owner of the Property with the Defendants until the Loan was paid in full.

5 12. Kari paid the full amount of the purchase price for the Property and all closing costs.
6 The total amount of the Loan was \$665,838.40. The Loan is evidenced by a "Promissory Note For
7 Hatch Residence 9845 Firefoot Lane, Reno, NV 89521" (the "Note"). Alisha prepared the Note.
8 The Note was signed and initialed by Michael, Alisha and Kari on September 9, 2015. A true and
9 correct copy of the Note is attached hereto as "Exhibit 2."

10 13. The Note specifically refers to the Loan as being a "home loan" and accrues interest
11 at the rate of 3% per annum. A payment schedule requiring monthly payments of principal and
12 interest was part of the Note and attached thereto. A true and correct copy of the payment schedule
13 is attached hereto as "Exhibit 3."

14 14. On or about November 13, 2020, Kari and Colin discovered that Defendants had
15 manipulated Kari into signing documents removing Kari's name from the title to the Property at
16 closing and interlineated through Kari's name on page 6 of the PSA which was recorded with the
17 deed at closing. A true and correct copy of the deed (the "Deed") recorded at closing with the
18 attached interlineated pages of the PSA is attached hereto as "Exhibit 4." At the time of closing,
19 Alisha concealed from Kari that Defendants had substantially changed the deal and had arranged
20 for Kari to be removed from the Deed. A true and correct copy of an irregular Endorsement to
21 Agreement of Sale, purporting to remove Kari from the purchase at the last minute, was either
22 obtained by manipulation/fraud or is a forgery ("Fraudulent Endorsement") is attached hereto as
23 "Exhibit 5." Kari does not recall executing the Fraudulent Endorsement and does not believe it
24 contains her signature. Even if it does contain her signature, her signature was obtained by
25 assurances from Defendants that the deal was the same and Defendants' concealed from Kari that
26 the deal had materially changed. Further, the Fraudulent Endorsement does not even contain a
27 signature line for the seller, necessary party to the Fraudulent Endorsement. See, Exhibit 5.

28 15. Upon information and belief, Defendants used the Fraudulent Endorsement to obtain

1 the Deed to the Property that did not include Kari as a grantee. *See*, "Exhibit 4." The Deed also
2 evidences that, but for the deception of the Defendants, Kari would have been a joint title holder on
3 the Property with the Defendants. Kari never would have loaned the money if she knew she was
4 not on title to the Property.

5 16. Shortly after the Defendants closed the purchase of the Property, Kari requested a
6 copy of the Deed. Defendants told her they could not provide it to her because they needed it for
7 landscaping. Defendants never gave Kari a copy of the Deed.

8 17. On or about November 13, 2020, Kari and Colin also discovered that on or about
9 December 9, 2019, Defendants' obtained a loan in the original principal amount of \$259,000 from
10 Guild Mortgage Company secured by the Property. A true and correct copy of the Deed of Trust
11 securing the Guild Mortgage Company loan is attached hereto as "Exhibit 6."

12 18. Kari would never have extended the Loan to the Defendants without their agreement
13 that Kari's name would be on the title to the Property until the Loan was paid in full. Defendants
14 used their relationship with Kari to exert influence over Kari to manipulate and convince Kari to
15 make the Loan.

16 19. Plaintiff is informed and believes that when Defendants represented to her that
17 Defendants would pay the Loan in full as agreed and that Kari would be a joint owner of the Property
18 until the Loan was paid in full that (i) Defendants knew the representations were false; (ii)
19 Defendants made the representations for the purposes of, and with the intent to, induce Kari to make
20 the Loan and getting Kari to enter into the Note; and (iii) Defendants never intended to pay the Loan
21 as agreed.

22 20. The Note lacks terms that would typically be found in a home loan promissory note,
23 including but not limited to, a late fee or default interest rate, an acceleration provision, and a
24 provision allowing the lender to recover costs and attorneys' fees associated with collection of the
25 amount owed in the event of a default. The Plaintiff is informed and believes that the Defendants
26 drafted the Note to be favorable to their interests to her detriment.

27 21. Plaintiff had trust and confidence in Defendants, and the Defendants, through
28 deception, intimidation, and/or undue influence, obtained the Loan from her with the intention of

1 depriving her of the ownership, use, benefit, and possession of her money.

2 22. Plaintiff trusted and relied on the Defendants and the Defendants wrongfully asserted
3 undue influence over her to obtain the Loan without it being secured by the Property and to obtain
4 an advantage over her by allowing the Defendants to still retain title to the Property even if they
5 defaulted under the Loan.

6 23. The Defendants defaulted under the Loan by failing and refusing to pay the monthly
7 payment due under the Loan on January 1, 2021, and for failing and refusing to pay any amounts
8 thereafter despite demand that they do so.

9 **PLAINTIFF'S CLAIMS FOR RELIEF**

10 **FIRST CLAIM FOR RELIEF**
11 **Breach of Note**

12 24. The Plaintiff incorporates by reference all prior allegations of this Complaint as
13 though fully set forth herein.

14 25. The Defendants breached the Note by refusing and failing to pay the Plaintiff the
15 amounts due under the Note.

16 26. Due to the defaults of the Defendants and their breach of the Note, the Plaintiff has
17 sustained and continues to sustain damages.

18 27. As a result of the Defendants' breach, as of the date of filing of this Complaint, the
19 Plaintiff has incurred damages in the amount of \$5,614.40, plus interest accruing at the rate of 3
20 percent per annum from and after January 1, 2021 until paid in full plus costs.

21 28. As a further consequence of the Defendants' breach, the Plaintiff was required to
22 obtain and hire counsel and has sustained additional damages of attorneys' fees and costs.

23 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
24 severally, as set forth below.

25 **SECOND CLAIM FOR RELIEF**
26 **Demand on the Loan Documents**

27 29. Plaintiff incorporates by reference all prior allegations of this Complaint as though
28 fully set forth herein.

30. On September 9, 2015, the Defendants made, executed, and delivered the Note for
the Loan to the Decedent in Washoe County, Nevada.

1 31. The Defendants defaulted on the Note and as of the date of the filing of this
2 Complaint, Defendants have not paid the sum of \$5,614.40, plus interest accruing at the rate of 3
3 percent per annum from and after January 1, 2021 until paid in full, plus costs due the Plaintiff.

4 32. The balance due and owing as of the filing of this Complaint, is \$5,614.40, plus
5 interest accruing at the rate of 3 percent per annum from and after January 1, 2021 until paid in full
6 plus costs.

7 33. As a result of the Defendants' default, as of the date of the filing of this Complaint,
8 the Plaintiff has incurred damages in the amount of \$5,614.40, plus interest accruing at the rate of 3
9 percent per annum compounding monthly from and after January 1, 2021 until paid in full, plus
10 costs.

11 34. As a further consequence of the Defendants' default, the Plaintiff was required to
12 obtain and hire counsel and has sustained additional damages of attorneys' fees and costs.

13 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
14 severally, as set forth below.

15 **THIRD CLAIM FOR RELIEF**
16 **Unjust Enrichment on Loan Documents**

17 35. The Plaintiff incorporates by reference all prior allegations of this Complaint as
18 though fully set forth herein.

19 36. The Defendants unjustly retained the amount due and owing to the Plaintiff as
20 provided in the Note as of the date of the filing of this Complaint in the amount of \$5,614.40, plus
21 interest accruing at the rate of 3 percent per annum from and after January 1, 2021 until paid in full
22 plus costs, against fundamental principles of justice or equity and good conscience.

23 37. The Plaintiff suffered damages as a result of the failure of the Defendants to pay the
24 amount due and owing under the terms of the Note as of the date of the filing of this Complaint, the
25 Plaintiff has incurred damages in the amount of \$5,614.40, plus interest accruing at the rate of 3
26 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees
27 and costs of court.

28 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
severally, as set forth below.

FOURTH CLAIM FOR RELIEF
Fraud in the Inducement

38. The Plaintiff incorporates by reference all prior allegations of this Complaint as though fully set forth herein.

39. Plaintiff is informed and believes that when Defendants represented to her and Colin that Defendants would pay the Loan in full as agreed and that Kari would be a joint owner of the Property until the Loan was paid in full that (i) Defendants knew the representations were false; (ii) Defendants made the representations for the purposes of, and with the intent to, induce Kari to make the Loan and getting Kari to enter into the Note; and (iii) Defendants never intended to pay the Loan as agreed.

40. On or about August 6, 2015, Plaintiff, in justifiable reliance upon the representations made by Defendants, made the Loan to the Defendants, which funds were fully disbursed by Plaintiff to the Defendants on or around that same date, and on September 9, 2015, executed the Note prepared by Alisha.

41. Plaintiff has incurred and continues to incur damages based on the misrepresentations made by Defendants. As of the date of the filing of this Plaintiff has incurred damages in the amount of \$588,110.19, plus interest accruing at the rate of 3 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees and costs of court.

42. Plaintiff is informed and believes that Defendants acted with recklessness, oppression, fraud, and/or malice against her in obtaining control of \$588,110.19 of Plaintiff's money.

WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and severally, as set forth below.

FIFTH CLAIM FOR RELIEF
Equitable Lien

43. The Plaintiff incorporates by reference all prior allegations of this Complaint as though fully set forth herein.

44. The Defendants have a debt, duty, and obligation owing to the Plaintiff.

45. The debt, duty, and obligation fasten to the Property which is described with certainty.

46. The Defendants have used the Loan proceeds, that they obtained through misrepresentation and undue influence, to enhance and augment the Property, which Property should have been encumbered to secure the Loan. Therefore, the Plaintiff is entitled to an equitable lien against the Property.

47. The Plaintiff has suffered damages in excess of \$10,000.00 as a result of the Defendants' exploitation of Plaintiff.

WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and severally, as set forth below.

SIXTH CLAIM FOR RELIEF

Constructive Trust

48. The Plaintiff incorporates by reference all prior allegations of this Complaint as though fully set forth herein.

49. A confidential relationship existed between Plaintiff and the Defendants.

50. The Defendants used this confidential relationship to obtain the Loan and took advantage of Plaintiff's trust in the Defendants to induce her to make the Loan without seeking counsel to ensure that her rights to re-payment were properly protected.

51. Retention of unencumbered legal title to the Property would be inequitable under these circumstances and it is essential to the effectuation of justice that a constructive trust be imposed on the Property for the benefit of the Plaintiff. Plaintiff should be reinstated on the Deed and be granted joint title to the Property.

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as set forth below.

SEVENTH CLAIM FOR RELIEF

Injunctive Relief

52. Plaintiff incorporates by reference all prior allegations of this Complaint as though fully set forth herein.

53. The Property is believed to be the only possible source of repayment of the Loan.

54. If Defendants sell or further encumber or record a homestead exemption against the Property, Plaintiff will be left without a remedy. Defendants will not be damaged by the granting

1 of the injunctive relief requested by Plaintiff and Plaintiff will be irreparably harmed. Defendants
2 took advantage of Plaintiff and fraudulently obtained the Loan for the purchase of the Property and
3 the equities require that Defendants be prohibited from cashing out, and spending, the equity in the
4 Property and from recording a homestead exemption against it. A person who fraudulently obtains
5 funds to purchase or improve real property cannot be protected by a homestead exemption. *Maki v.*
6 *Chong*, 119 Nev. 390, 75 P.3d 376 (2003).

7 55. Plaintiff enjoys a reasonable probability of success on the merits with respect to its
8 claims asserted herein.

9 56. Plaintiff is entitled to a preliminary injunction pursuant to NRS 33.010 pending final
10 judgment in this case, ordering that the Defendants:

- 11 a. Are prohibited from selling the Property;
- 12 b. Are prohibited from recording a homestead against the Property; and
- 13 c. Are prohibited from further encumbering the Property and/or securing
14 additional loans secured by the Property.
- 15 d. Requiring Defendants to add Plaintiff to the Deed for the Property.

16 57. Plaintiff has been required to obtain the services of an attorney to assist in the
17 prosecution of this matter and is entitled to payment of its attorney's fees and costs incurred herein.

18 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as set
19 forth below.

20 PRAYER

21 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
22 severally, as follows:

- 23 A. For general and special damages in an amount in excess of \$15,000, to be determined
24 at the time of trial;
- 25 B. For interest according to the Note;
- 26 C. For interest as allowed by law;
- 27 D. For an award of punitive damages against Defendants;
- 28 E. For imposition of an equitable lien on the Property in favor of the Plaintiff;

1 F. For a declaration that the Defendants hold the Property as constructive trustees for
2 the benefit of the Plaintiff;

3 G. For the injunctive relief requested herein;

4 H. For immediate rescission of the Loan and payment in full of the amount owed;

5 I. For and award of attorney's fees and costs of suit;

6 J. For attorney's fees as special damages according to proof;

7 L. For an order exempting this case from Arbitration; and

8 M. For such other and further relief as this Court deems just and proper.

9 **AFFIRMATION**
10 **Pursuant to NRS 239B.030**

11 The undersigned does hereby affirm that this document does not contain the social security
12 number of any person.

13 DATED: This 10th day of February 2021.

14
15 ROBISON, SHARP, SULLIVAN & BRUST, LTD.
16 a Professional corporation
17 71 Washington Street
18 Reno, NV 89503

19 BY /s/ Stefanie T. Sharp
20 STEFANIE T. SHARP, ESQ.
21 CLAYTON P. BRUST, ESQ.

22 *Attorneys for Plaintiff Kari Anne Johnson*
23
24
25
26
27
28

VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, KARI ANNE JOHNSON, being first duly sworn, deposes and says under penalty of perjury:

1. That I am the Plaintiff named herein in the foregoing VERIFIED COMPLAINT;

2. I have read the same and knows the contents thereof; and that the same is true of my own knowledge, except as to the matters stated therein on information and belief, and as to those matters I believe them to be true.

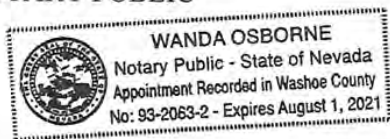
KARI ANNE JOHNSON

By: 
Name: Kari Anne Johnson

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

SUBSCRIBED and SWORN to before me
this 10th day of February 2021 by
Kari Anne Johnson.


NOTARY PUBLIC



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EXHIBIT LIST

Exhibit #	Description	Pages
Exhibit "1"	Purchase and Sale Contract	13
Exhibit "2"	Promissory Note	1
Exhibit "3"	Payment Schedule	9
Exhibit "4"	Deed	7
Exhibit "5"	Irregular Endorsement to Agreement of Sale	1
Exhibit "6"	Deed of Trust	18

Exhibit “1”

FILED
Electronically
CV21-00246
2021-02-10 11:36:17 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8289076 : yvyloria

Exhibit “1”

PURCHASE CONTRACT AND RECEIPT

THIS PURCHASE CONTRACT AND RECEIPT (the "Agreement") dated this 13 day of December, 2014 is by and between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer") under the following terms and conditions:

1. **PURCHASE:** Seller hereby agrees to sell and Buyer agrees to buy Lot 0055 (the "Lot") of Estates at Saddle Ridge subdivision, Lot in the records of Washoe County, Nevada, having a street address of 9845 Firefoot Lane, Reno, NV 89521, together with a residence (the "Residence") to be constructed thereon in accordance with Seller's Plan Willshire Sonoran (the Lot and Residence being hereinafter referred to as the "Property"). The purchase price to be paid by Buyer for the Property and method of payment shall be as follows subject to any adjustments set forth on Exhibits "B" or "C":

Purchase Price	\$489,995
Earnest money applied from non-binding lot reservation agreement, which is to be released to Seller from escrow upon execution of this Agreement	\$5,000
Additional Earnest Money paid to Seller	\$19,500
Mortgage Amount	\$0
Note for balance of 10% down is \$24,500.	
Cash due at Closing (exclusive of closing costs)	\$465,495
TOTAL	\$489,995

Buyer agrees that all of the above payments (except for the Mortgage Amount and cash due at Closing) shall be paid direct to Seller outside of Escrow and may be used by Seller prior to the Closing; however, at the Closing, Buyer will be credited with all such payments. Buyer assumes the risk of losing such amounts paid to Seller if Buyer is unable or unwilling to perform under the terms of this Agreement.

Buyer's Initials: MAH MEH KJ

2. **APPROVAL OF SELLER.** This Agreement will not be binding upon Seller unless executed by an officer of Seller within 30 days of Buyer's execution of this Agreement; Seller's salesperson has no authority to bind Seller hereunder. This Agreement shall constitute an irrevocable offer by Buyer for this 30 day period. Notwithstanding the foregoing, Seller may deposit into any one or more of its banking accounts any such sums paid on account of the purchase price and extras during said 30 day period. Any such deposit of funds shall not constitute Seller's approval of this Agreement.

3. **MORTGAGE APPLICATION.** Buyer has the right to select a mortgage lender of Buyer's choosing. Buyer shall in good faith make a truthful and complete application to TBI Mortgage and any other lender of Buyer's choosing. Buyer represents to Seller that the information contained in the loan qualification questionnaire already provided to Seller is truthful and accurate as of the date of Buyer's execution hereof. Buyer understands that Seller is relying on Buyer's information and on Buyer demonstrating that Buyer has or shall have sufficient funds to complete Closing in order for Seller to proceed with building the home.

Within 14 days of Buyer's execution of this Agreement ("Mortgage Application Period"), Buyer agrees to submit, at no cost to Buyer, a loan application to TBI Mortgage, under conditions herein stated for a mortgage amount not to exceed \$0, at market rates applicable to the Buyer. Buyer may also submit, at Buyer's own expense, an application to any mortgage lender of Buyer's choosing within the Mortgage Application Period. If Buyer chooses to apply to a lender other than TBI Mortgage Company, Buyer shall, within the Mortgage Application Period, return to Seller the completed Request for Lender Information form. Buyer shall cause each prospective mortgage lender to disclose to Seller all requested information regarding Buyer's loan application and credit report.

Buyer shall take all necessary action to secure financing. Buyer agrees to inform Seller on an ongoing basis of the status of each loan application. Buyer shall furnish all information required by any prospective lender, within 5 days of any such request. Buyer agrees to immediately send Seller copies of any notice from Buyer's lender(s) rejecting Buyer's loan application(s). If Buyer is not approved for a mortgage within 45 days of the date of Buyer's execution of this Agreement, Seller shall extend the mortgage application approval process until such time as (1) Seller submits another application on substantially the same terms described above to a lender chosen by Seller, with no additional application fee to Buyer, or (2) Seller declares this Agreement null and void, in which event, if Buyer has timely applied for a mortgage, pursued a mortgage diligently, and otherwise satisfied all obligations under this paragraph, the deposit shall be returned to Buyer, together with all sums paid on account of the purchase price and extras without interest, and neither party shall have any further rights or liabilities hereunder.

Within five (5) days receipt of a loan commitment from the lender that Buyer intends to use for Closing, Buyer agrees to (i) accept the commitment and (ii) mail an executed copy of the commitment to Seller. Buyer agrees to execute all documents and pay all fees required to consummate the mortgage transaction. Buyer agrees to take no

action which shall have a materially detrimental impact on Buyer's financial condition. By accepting the loan commitment, Buyer agrees to be responsible for and bear the risk of meeting all terms and conditions of the commitment, if any, including, but not limited to, the sale of other real estate presently owned by Buyer, and for any changes in the interest rate until the Buyer locks the interest rate. Buyer's failure to fulfill any of such conditions or the termination or expiration of the mortgage commitment after it is received, for any reason, shall not release Buyer from Buyer's obligations under the Agreement.

4. CONSTRUCTION AND COMPLETION.

(a) Seller shall cause the Residence to be constructed in substantial conformance with Seller's standard plans for the model selected by Buyer (the "Plans") and the specifications attached hereto as Exhibit "D", if any, (the "Specifications") subject to (i) substitution of materials, fixtures and appliances of equal or better value, (ii) such changes in the Plans and Specifications as may be required by any State, Federal, County or local government authority or in order to accommodate Buyer's requested changes to the plans and specifications, and (iii) any changes which may be required by any applicable homeowner association architectural committee. Buyer shall fully cooperate with Seller to expedite processing and obtain the approval of the applicable municipality and architectural committee for the Plans and changes thereto.

(b) Seller agrees to complete the construction of the Residence within a period of 2 years from the date this Agreement is signed by Buyer. If an Event of Delay occurs, this 2-year period shall be extended for a period of time equal to the length of the Event of Delay. An Event of Delay is defined as strikes or other labor disputes, shortages of labor or materials, weather conditions, Acts of God, acts of the federal, state or municipal governments or any governmental agency, including, but not limited to, building or other code inspections and approvals, governmental regulations, fire or other casualties and any other delays allowed by law. It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Agreement and given no effect.

(c) Within fourteen (14) days from the date Seller accepts this Agreement, Buyer shall complete Seller's Initial Selection Sheet relative to initial variable color and structural components to be incorporated into the Residence. Within the earlier of sixty (60) days from the date Seller accepts this Agreement or fourteen (14) days from the commencement of construction, Buyer shall select all other variable decorative components or materials which are to be constructed, installed or applied by Seller, including but not limited to, landscaping selections. If such selections are not made within the required time periods, Seller shall have the right to make such selections and Buyer shall be charged Seller's standard price for such selections and the Purchase Price shall be increased accordingly. All selections shall be final and binding on Buyer, whether selected by Buyer or by Seller pursuant to the terms of this paragraph.

(d) All such changes to the Plans or Specifications requested by Buyer must be submitted in writing to Seller for review and pricing. No such changes shall be effective unless accepted in writing by Seller.

(e) Certain items of outside work (e.g. grading, seeding and driveway) may not be completed prior to Closing. Seller agrees to complete such items after closing as soon as practical and weather permitting and Buyer agrees that there will be no holdback or escrow of any part of the Purchase Price.

(f) Some of the items set forth in Exhibits "B" and "D" may be allowance items. Depending upon the selection made by Buyer, the price of the allowance item may differ from the estimate shown on Exhibit "B" or "D". Once Buyer makes its final selections on each allowance item, Seller shall provide current pricing on the allowance item and the amount of the Purchase Price shall be adjusted accordingly.

(g) Within a reasonable period of time following the Closing, Seller shall remedy punch list items and make adjustments agreed to by Buyer and Seller in a walk-through inspection which will be scheduled by Seller and Buyer either prior to or immediately after the Closing. The existence of any such punch list items or other nonstructural construction defects shall not entitle Buyer to cancel this Contract or delay the Closing.

5. POSSESSION, ESCROW AND CLOSING.

(a) Possession of the Property shall remain exclusively with Seller until the Recorded Closing and Buyer shall not have the right to take possession or occupancy perform or cause to be performed any custom or other work on the Property prior to the Closing.

(b) Seller and Buyer hereby employ the escrow agent designated on Exhibit "A" (the "Escrow Agent") to act as escrow agent to facilitate the Closing of this transaction. Upon Closing, Escrow Agent shall cause the recording in the appropriate county offices of all necessary documents, disburse all funds, arrange for issuance to Buyer of the title insurance policy referred to below and arrange for issuance to any lender any required title insurance policy insuring lender's interest in the Property and the amount required by such Lender. The parties hereto grant to Escrow Agent the right to execute on their behalf an Affidavit of Value to enable recording of the deed, using the total purchase price set forth above, unless instructed mutually by the parties to the contrary.

(c) Closing shall occur within seven (7) days after written notice to close is given by Seller, provided that by the date scheduled for Closing the municipality in which the Property is located has approved the Residence for occupancy. The approval by the municipality shall include an electrical clearance or equivalent.

Should Buyer not fully perform all of its payment and performance obligations on or before the date set for the Closing, in addition to all other amounts payable hereunder, Buyer shall pay to Seller to compensate Seller for the delay, interest at twelve percent (12%) per annum on the entire unpaid portion of the purchase price and options/upgrades from the date originally scheduled for the Closing to the date that this transaction is actually completed, unless Seller elects to cancel this transaction by reason of the failure of Buyer to timely complete this transaction on the Closing, or unless such non-performance by Buyer is caused by Seller's non-performance of any terms or conditions hereof. Seller shall not be liable to Buyer for any costs, expenses, losses or damages incurred by Buyer as a result of any delay in the Closing, including but not limited to, any loss or damage as a result of any increase in commitment fees, points or interest rates assessed or charged by any lender. Buyer has the sole responsibility to arrange for utilities to be turned on at the Property and any delays incurred in connection therewith shall not entitle Buyer to delay the Closing and Seller shall have no responsibility in connection therewith.

6. CONVEYANCE AND TITLE INSURANCE. At the Closing, Seller shall pay for a Standard Owner's Policy of Title Insurance insuring title in the amount of the total purchase price for the Property. Title to the Property shall be conveyed by Grant deed at the Closing free and clear of all liens and encumbrances except (i) patent reservations, (ii) taxes and assessments not due and payable at Closing, (iii) any liabilities, charges and obligations imposed upon the Property by reason of inclusion or membership in any electrical, agricultural, hospital, community facilities or other improvement district or any water users association or drainage district, (iv) any Declaration of Covenants, Conditions or Restrictions for the subdivision and/or master planned community in which the Property is located and any amendments thereto, (v) matters shown on the plat of the subdivision, or which an accurate survey would show, (vi) easements and rights of way for roads, canals, ditches, drainage and public utilities, (vii) water rights, (viii) Buyer's purchase money encumbrance, if any, (ix) any other matters of record not adversely affecting marketability of title to the Property; and (x) any matters agreed in writing by Buyer.

7. CLOSING COSTS AND PRORATIONS. In addition to the Purchase Price of the Property, Buyer shall deposit in escrow at or prior to the Closing, an amount (determined by Escrow Agent or any lender) equal to the cost of all financing costs (including but not limited to credit reports, appraisal fees, inspection fees, recording fees, document preparation charges, insurance premiums, loan origination fees and points), tax service fees, one-half (1/2) of the escrow fee and all other charges normally assessed against a buyer (as determined by Escrow Agent), such impounds for taxes, interest, insurance and homeowner's association assessments as may be required by lender, and the cost of any title insurance premiums in excess of the cost of a standard owner's policy of title insurance. Buyer acknowledges that Buyer is responsible to pay all applicable Real Property Transfer Taxes at close of escrow. Taxes, general and special assessments, community facilities district/improvement district assessments and homeowner association assessments ("Prorate Items") shall be prorated as of the Closing based on the most recent information available to Escrow Agent without adjustment following the Closing; however, if Buyer causes any delay in the Closing, Buyer shall be responsible for all Prorate Items from the date initially established for the Closing regardless of the actual date of the Closing.

8. DEFAULT AND REMEDIES.

(a) If Buyer defaults in performing any of its obligations under this Agreement, and such default continues for 7 days after written notice, Seller shall have the right, as its sole remedy, to terminate this Agreement and retain all sums paid to Seller or its parents, subsidiaries or affiliates and to enforce any promissory notes given by Buyer to Seller or its parents, subsidiaries or affiliates, as liquidated damages. Buyer and Seller agree that such damages are not a penalty, but represent the parties' best estimate of the actual damages which Seller will sustain upon a default by Buyer, which damages are substantial but are not capable of precise determination. No delay or forbearance by Seller in exercising any right or remedy hereunder shall be deemed to be a waiver thereof.

(b) If Seller defaults under this Agreement and such default continues for 7 days after written notice, Seller's sole liability shall be the return of all sums paid on account of the purchase price and extras to Buyer and this Agreement shall be terminated in all other respects;

(c) Notwithstanding anything contained in this Agreement to the contrary, in the event of Seller's default under Section 4(b) of this Agreement, Buyer shall have all remedies available at law and in equity without limitation or restriction.

Buyer's Initials: *WZL* *ASH* *JP*

9. ARBITRATION: Buyer, on behalf of Buyer and all residents of the Property, including minor children, hereby agree that any and all disputes with Seller, Seller's parent company or their partners, subsidiaries, or affiliates arising out of the Property, this Agreement, the Home Warranty, any other agreements, communications or dealings involving Buyer, or the construction or condition of the Property including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions and all other torts and statutory causes of action ("Claims"), shall be resolved by binding arbitration.

(a) All disputes arising out of the Home Warranty or any other express warranties shall be resolved by binding arbitration in accordance with the rules and procedures set forth in the Home Warranty.

(b) All other Claims, regardless of the amount in dispute, shall be resolved by binding arbitration by the American Arbitration Association ("AAA") and in accordance with its Expedited Procedures of the Commercial Arbitration Rules, which Rules can be viewed at www.adr.org. If AAA is unable to arbitrate a particular claim, then that claim shall be resolved by binding arbitration by AAA's successor or an equivalent organization mutually agreed upon by the Parties.

(c) The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, et seq. and shall survive settlement.

(d) In addition, Buyer agrees that Buyer may not initiate any arbitration proceeding for any Claim unless and until Buyer first provides a copy of the Demand for Arbitration stating specific written notice of each claim (sent to 250 Gibraltar Road, Horsham, PA 19044, Attn: Dispute Resolution - Legal Department) and gives Seller a reasonable opportunity after receipt to cure any default.

Buyer's Initials: *MEH ASH K9*

BUYER HEREBY WAIVES THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING WITHOUT LIMITATION A TRIAL BY JURY) FOR ANY CLAIMS OR COUNTERCLAIMS BROUGHT PURSUANT TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.

Buyer's Initials: *MEH ASH K9*

10. NO ORAL CHANGES OR REPRESENTATIONS.

(a) Seller wishes to avoid any misunderstandings concerning the purchase of the Property and it is the policy of Seller not to enter into any oral agreements or to ask any buyer to rely on any oral representations concerning the Property or the subdivision in which the property is located. The entire Agreement between Buyer and Seller must be expressed in writing. Therefore, Buyer shall write in below any representations or promises which are not set out in this Agreement, but which have been made by Seller or its purported agents or employees, and upon which Buyer is relying in making this purchase, and if there are none, Buyer shall so indicate.

NONE

Buyer's Initials: *MEH ASH K9*

(b) BUYER ACKNOWLEDGES THAT THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS OR PROMISES OF ANY KIND THAT HAVE BEEN MADE TO INDUCE THE EXECUTION OF THIS AGREEMENT AND THAT AGREEMENT SETS FORTH IN FULL THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BUYER FURTHER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY ORAL AGREEMENT, STATEMENT, REPRESENTATION OR OTHER PROMISE THAT IS NOT EXPRESSED IN WRITING IN THIS CONTRACT. No salesperson or broker has any authority to modify the terms hereof nor any authority to make any representation or agreement not contained in this Agreement and no other person on behalf of Seller is authorized to make any future oral agreement upon which Buyer may rely to cancel, change or modify any portion of this Agreement. This Agreement supersedes any and all prior understandings and agreements. This Agreement may be amended or modified only by an agreement in writing signed by Buyer and Seller or Seller's authorized agent.

(c) Buyer hereby agrees that an electronic transmission of documents is acceptable in Adobe PDF format or an equivalent form. Any document delivered by electronic means shall be considered to be signed and delivered in writing for the purpose of any provision of the Agreement. Upon receipt of the electronic transmission of documents, Buyer agrees to respond immediately to the sender by electronic transmission, confirming receipt.

Print email address in box below or write "Decline" if you elect to receive all documents in hard copy.

Leshhatch@gmail.com

11. LIMITED WARRANTY.

(a) SELLER SHALL CAUSE TO BE PROVIDED TO BUYER A 10 YEAR LIMITED WARRANTY (THE "HOME WARRANTY"). BUYER ACKNOWLEDGES RECEIPT OF THE HOME WARRANTY, THE HOME CARE AND SERVICE GUIDE AND STANDARDS OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THE HOME WARRANTY, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER AFTER CLOSING WITH RESPECT TO THE PROPERTY OR THIS AGREEMENT. SELLER HEREBY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER THE HOME WARRANTY OR THIS AGREEMENT OR ARISING IN ANY WAY OUT OF THE CONSTRUCTION, DELIVERY, SALE OR CONDITION OF THE PROPERTY SHALL BE LIMITED TO THE REPAIR OF THE PROPERTY IN ACCORDANCE WITH THE HOME WARRANTY STANDARDS. IN NO EVENT SHALL SELLER BE LIABLE FOR RESCISSION, SPECIFIC PERFORMANCE, ANY SPECIAL EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

AOS-NV-3458, 3560, 3589.dot
Revised 01/30/14

Buyer's Initials: *MEH ASH* *fcg*

(b) The manufacturers of some products used in the Property may have a manufacturer's warranty. Seller has no obligation or responsibility for the manufacturer's performance. If a manufacturer's warranty has been issued to Seller, Seller hereby assigns to Buyer (without recourse) all rights under such manufacturer's warranty, such assignment to be effective as of the Closing.

Buyer's Initials: *MEH ASH* *fcg*

(c) Seller shall contract with a licensed pest control company to apply a termite treatment to the foundation during construction of the Property. Buyer and Seller understand that current government regulations limit the types and concentration of chemicals and the methods of application that can be used in attempting to prevent or eradicate termites and consequently, termites may appear following completion of the Property. Seller shall obtain a certificate from the pest control company (the "Termite Certificate") which will provide, in substance, that the pest control company has applied the termite treatment in accordance with the applicable state and federal agencies and should termites be discovered at the Property within five (5) year period from the date of original treatment, the pest control company shall re-treat the Property on as many occasions as are necessary to control such termites. Seller shall assign the Termite Certificate to Buyer at the Closing, when required by a government agency. Seller recommends that Buyer annually consult with a pest control company as to the need for termite retreatments. BY RECEIPT OF THE TERMITE CERTIFICATE TO BE ASSIGNED BY SELLER TO BUYER AS DESCRIBED IN THIS PARAGRAPH, BUYER AND THEIR SUCCESSORS AND ASSIGNS AGREE TO LOOK SOLELY TO THE PEST CONTROL COMPANY FOR COSTS AND EXPENSES ASSOCIATED WITH INVESTIGATING AND REMEDYING ANY TERMITE PROBLEMS AND WAIVE ALL CLAIM OF LIABILITY AGAINST SELLER FOR LOSSES, COSTS AND EXPENSES IN CONNECTION WITH THE EXISTENCE OF TERMITES AT THE PROPERTY.

Buyer's Initials: *MEH ASH* *fcg*

12. **VISITATION TO PROPERTY:** Any visitation by Buyer or Buyer's invitees (limited to Buyer's immediate family) to the Property prior to Closing is subject to the following:

Buyer hereby acknowledges that the Property and adjacent houses are under construction and that active construction sites inherently possess potential safety hazards. If Buyer enters the Property, Buyer expressly assumes the risks of any injury or damage to person or property that may arise as a result of entry onto the Property by Buyer or an invitee of Buyer. No children under the age of 16 years are allowed in construction areas at any time. Buyer hereby releases and agrees to indemnify, defend and hold Seller harmless from all claims and liabilities incurred by Seller resulting from the presence of Buyer or Buyer's invitees on the Property or Seller's other property.

Buyer and members of Buyer's immediate family (provided that Buyer is present) may only enter the Property for the purpose of monitoring the progress of construction and only during Seller's normal working hours. Before entering any construction areas, Buyer must receive approval at the sales office or the construction office and be issued a hard hat. Hard hats shall be worn at all times in all construction areas. Buyer agrees that, due to construction conditions, access at certain times may not be feasible. Buyer acknowledges and understands that keys to the Property may not always be available. Seller reserves the right at any time to deny access to construction areas and to impose additional rules or conditions upon entry into the community or the Property as determined in Seller's sole and absolute discretion.

When at the Property, Buyer may only view the Property and any exposed components thereof. In no event may Buyer modify, alter, test, reinforce or otherwise interfere with the Property or any component thereof. Buyer may not access any other homes or any other area outside of the Property. In addition, Buyer agrees not to critique or instruct Seller's construction personnel or any of Seller's other workers or employees and will address any questions, instructions, or suggestions in writing to Seller.

13. **ENVIRONMENTAL NOTICE.** SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE EXISTING OR FUTURE SOIL OR ENVIRONMENTAL CONDITIONS ON OR ADJACENT TO THE PROPERTY OR THE SUBDIVISION, INCLUDING POSSIBLE PRESENT OR FUTURE POLLUTION OF THE AIR, WATER OR SOIL FROM ANY SOURCES, INCLUDING BUT NOT LIMITED TO RADON GAS OR UNDERGROUND MIGRATION OR SEEPAGE OF HAZARDOUS SUBSTANCES OR OTHER POLLUTANTS. SELLER EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER DIRECT OR INDIRECT OR CONSEQUENTIAL, WHICH THE LOT OR ITS INHABITANTS MAY SUFFER BECAUSE OF ANY EXISTING OR FUTURE ENVIRONMENTAL OR OTHER CONDITIONS, INCLUDING, BUT NOT LIMITED TO POWER LINES OR RADON, AFFECTING SUCH INHABITANTS, THE LOT OR REAL PROPERTIES IN OR ADJACENT TO THE SUBDIVISION.

14. **PUBLIC OFFERING STATEMENT.** The Property is part of a Planned Community, as further described in the Public Offering Statement for the Community. Buyer acknowledges having received the Public Offering Statement. The Public Offering Statement is hereby incorporated as part of this Agreement. In the event of any inconsistencies between this Agreement and the Public Offering Statement, the terms of the Agreement shall control.

Buyer's Initials: *MEH ASH* *fcg*

15. **PROTECTIVE COVENANTS.** The Property may be encumbered by a declaration of covenants and easements for the benefit of all homeowners and Seller. The declaration sets forth certain use and architectural

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Revised 01/30/14

restrictions, including restrictions on the construction and location of swimming pools, fences, tennis courts, signs, clotheslines, antennas, boats, trailers, campers, storage sheds and other structures.

Buyer's Initials: MEH/STH *kg*

16. MASTER ASSOCIATION AND OWNERS ASSOCIATION: A Landscape Maintenance Association and the Damonte Ranch Drainage District (collectively, the "Master Association") have been established for the benefit of all homeowners and Seller for the purpose of managing, operating and maintaining certain common areas and community facilities, drainage facilities and/or services within the community in which the Lot is located. Seller does not control the Master Association. Buyer will be a member of the Master Association and will be subject to the provisions of the Master Association's governing documents (the "Master Association Governing Documents") pursuant to which the Master Association has been established and will be operated. The affairs of the Master Association will be conducted by a Board of Directors. Buyer hereby agrees to pay and acknowledges Buyer's continuing liability to pay, when assessed by the Master Association, a share of the expenses of maintaining the Master Association, including, but not limited to, the Landscape Maintenance Association fees and the Damonte Ranch Drainage District fees, as may be amended from time to time. In addition to any other costs incident to the Closing hereunder, Buyer also agrees to pay at Closing the additional sum of FOUR HUNDRED Dollars (\$400), as may be amended from time to time, as a non-refundable contribution to the operating revenue, working capital and/or reserves of the Master Association, such contribution to be in addition to and not in lieu of any common expense assessments levied by the Masters Association as they thereafter regularly or specially accrue.

In addition to the Master Association, all homeowners shall also be members of the SADDLE RIDGE Owners Association (the "Owners Association"). Buyer will be a member of the Owners Association and will be subject to the provisions of the Owners Association's Governing Documents (the "Owners Association Governing Documents") pursuant to which the Owners Association has been established and will be operated. The affairs of the Owners Association will be conducted by a Board of Directors. Buyer hereby agrees to pay and acknowledges Buyer's continuing liability to pay, when assessed by the Owners Association, a share of the expenses of maintaining the Owners Association. In addition to any other costs incident to the Closing hereunder, Buyer also agrees to pay at Closing the additional sum of SEVENTY EIGHT Dollars (\$78), as may be amended from time to time, as a non-refundable contribution to the operating revenue, working capital and/or reserves of the Owners Association, such contribution to be in addition to and not in lieu of any common expense assessments levied by the Owners Association as they thereafter regularly or specially accrue.

Buyer hereby acknowledges having received copies of the Master Association Governing Documents and Owners Association Governing Documents, which are further described in the above paragraphs.

Buyer's Initials: MEH/STH *kg*

17. BROKERAGE DISCLOSURE. Buyer acknowledges that the real estate agents marketing lots and residences for Seller at the Subdivision are acting solely as the agents of the Seller and may be affiliated with Seller. Seller does not utilize sub-agents; therefore, if Buyer has been shown the lot by a real estate agent other than one of Seller's project agents, such real estate agent is an agent of the Buyer and solely represents the Buyer. Seller shall not pay any real estate broker or agent a real estate commission or any other compensation unless there is a written agreement signed by Seller and the real estate broker or agent detailing the amount of compensation to be paid, the conditions of payment and confirming that the real estate agent or broker is acting solely on behalf of Buyer and not as a sub-agent of Seller.

18. MISCELLANEOUS.

(a) This Agreement and all Exhibits and Endorsements contain the entire agreement between the parties. No modification of this Agreement shall be binding unless it is in writing and signed by the parties. Any statement of square footage is an estimate and Seller does not guarantee or warrant the square footage of the completed Residence. In the event any marketing materials contain a representation that is different than this Agreement, Buyer acknowledges that any such representation is superseded by and is not a part of this Agreement and that Buyer has not relied upon any such representation in entering into this Agreement.

(b) If this Agreement is signed by more than one Buyer, each Buyer shall be jointly and severally liable hereunder. The numbers and gender used herein shall be deemed to apply to such number and gender as the context requires.

(c) This Agreement shall inure to the benefit of and shall be binding upon the parties, their heirs, personal representatives, successors and assigns, provided, however, neither this Agreement nor any rights hereunder may be assigned or transferred by Buyer prior to the Closing without the prior written consent of the Seller, and any such prohibited assignment shall be void.

(d) Except as otherwise provided herein, no waiver in connection with this Agreement shall be effective unless it is in writing signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of the same or a different breach in the future.

(e) Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

(f) This Agreement shall not be binding upon Seller until accepted by Seller and executed by Seller's authorized representative. Buyer's earnest money deposit is accepted subject to acceptance by Seller and subject to prior sale and this Agreement may be canceled by Seller in the event of prior sale.

(g) Buyer's obligation to pay the entire purchase price, the price of any options/upgrades/extras and costs shall survive Closing.

(h) If prior to the Closing, all or a substantial portion of the Property shall be destroyed or materially damaged by fire or other casualty, either Buyer or Seller may cancel this Agreement, in which event Buyer shall be entitled to a full refund of all amounts paid hereunder, unless Seller agrees to repair and complete construction no later than one hundred eighty (180) days after the date of fire or other casualty, in which event this Agreement shall remain in full force and effect.

(i) This Agreement shall be governed and enforced under the laws of the State of Nevada.

(j) Within five (5) days after request thereof, Buyer and Seller shall execute and deliver any additional documents and provide any additional information required or reasonably requested by the other party, any lender or escrow agent in order to evidence or give effect to the provisions of this Agreement, both prior to and following the Closing. If the parties cannot agree upon the terms and conditions of any documents to be executed which are not specifically agreed upon in this Agreement, then Escrow Agent's standard form of that particular document shall be used.

(k) All provisions of all Endorsements and Exhibits to this Agreement are hereby incorporated by reference into this Agreement.

(l) Unless a Buyer or his/her agent has personally inspected the Property, the Buyer may cancel, by written notice, the Agreement for purchase of the Property until midnight of the fifth calendar day following the date of execution of the Agreement. Notice of cancellation must be in writing, delivered by hand or prepaid U.S. mail, addressed to Seller within such five-day period.

(m) Any and all Exhibits or Endorsements signed by any one Buyer are deemed to be authorized and accepted by all signatories to the Agreement who have signed as Buyer.

19. ACKNOWLEDGEMENTS AND RIGHTS OF BUYER.

(a) Buyer understands and accepts that (i) the as-built location of utility lines, utility improvements (such as but not limited to junction boxes, transformers or pedestals) and sewer taps, may vary from locations shown on plot or site layout plans, (ii) there may be minor encroachments by fences on either side of actual lot lines, (iii) future construction on or grading or excavation of the Property by Buyer must comply with applicable drainage plans, and if not correctly engineered, could disrupt drainage and cause ponding or flooding, (iv) the character and uses of property surrounding and in the vicinity of the subdivision may change, (v) there may be deviations in the Property from Seller's standard plans or model or spec homes located within the subdivision and from illustrations and designs shown in promotional materials and some exterior and interior items shown in Seller's spec homes are upgrades over Seller's standard feature and, unless included as extras on Exhibit "B" attached hereto or on a change order approved in writing by Seller, such upgraded items are not included in the Purchase Price, (vi) square footage figures shown in the sample floor plans, preliminary drawings and promotional and other materials provided by or on behalf of Seller are estimates only, (vii) there may be minor variations from the Plans as to the location of the walls of the Residence, (ix) if a portion of the Lot consists of natural area open space ("NAOS"), then pursuant to the ordinances of the municipality in which the Lot is located, Buyer may not construct any improvements in the NAOS area or change the drainage or landscaping in the NAOS area. Seller disclaims liability or responsibility in connection with the foregoing and Buyer hereby releases Seller from any and all responsibility, obligation or liability whatsoever for the occurrence of the same.

[Handwritten signatures]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SELLER:
Toll South Reno LLC

By: [Signature]
Authorized Signature

ON: 12/18/14

BUYER(S):

Alisha Hatch
Mike Hatch
Kari Johnson

Michael and Alisha Hatch and Kari Johnson
Mike Hatch
6022 Monte Rosa Court
Reno, NV 89511

DATE: 12/18/14

Submitted by the following broker/salesperson on
this 13 day of December, 20 14

[Signature]

General Conditions of Escrow
And Escrow Instructions

Escrow No.-JN

These "General Conditions of Escrow" shall become an addendum to the agreement entered into on 12-13-14 by and between Toll South Reno, LLC, a Nevada limited liability company as seller and Michael & Alisha Hatch and Kari Johnson, as buyer for property described as: 9845 Firefoot Lane Reno, NV 89521

Lot 0055 of The Estates at Saddle Ridge - Damonte Ranch Village - Unit 11D, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 3, 2014, as File No. 4341181, Official Records Tract Map No. 5071.

More commonly known as 9845 Firefoot Lane Reno, Nevada 89521

and in combination shall serve as escrow instructions to Escrow Agent, for said Agreement to purchase and any modifications thereto.

I authorize Escrow Agent to deliver Seller's instrument of conveyance to the above named party upon payment to Escrow Agent for Seller's account of the full consideration and upon condition that Titor Title of Nevada, Inc. issue the usual form of A.L.T.A. Standard Owner's policy and A.L.T.A. Lenders Policy for any Lenders.

Subject only to:

- 1) Taxes, INCLUDING PERSONAL PROPERTY TAXES, IF ANY, and any and all taxes and assessments levied or assessed after close of escrow.
- 2) RESTRICTIONS, CONDITIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD, if any, affecting the use and occupancy of said property as the same may now appear of record, except as otherwise specifically required herein.
- 3) Endorsement to Agreement of Sale.

ESCROW AGENT HAS NO RESPONSIBILITY FOR INVESTIGATING OR GUARANTEEING THE STATUS OF ANY GARBAGE FEE, POWER, WATER, TELEPHONE, GAS, AND/OR OTHER UTILITY OR USE BILL, EXCEPT AS SPECIFICALLY REQUIRED HEREIN.

An installment maturing on existent encumbrances, if any, during the period of this escrow shall be paid by Seller, unless otherwise specifically required herein. All prorations shall be computed on the basis of a 30-day month. The term "close of escrow" shall be deemed to mean the date upon which all necessary documents are filed for record with the appropriate county recorder's office. Escrow Agent is directed to mail the respective policy (ies) of title insurance to the holder of any new encumbrance called for herein and to the Buyer hereunder.

Commission, as per separate agreement, shall be payable to N/A and Escrow Agent is directed to disperse same to the extent that the proceeds of this escrow available become disburseable for Seller's account. Titor Title of Nevada, Inc. assumes no liability for, and is hereby relieved of any liability in connection with any PERSONAL PROPERTY which may be part of this escrow.

Escrow Agent is directed to file the necessary Deeds, Trust Deeds, and other instruments and pay for any encumbrance which a title search reveals against the subject property, except as set for herein. Escrow Agent is authorized and directed to pay said encumbrances as directed by the lien holder thereof, acting solely upon the written direction of such lien holder, and it is expressly understood and agreed that Escrow Agent assumes no liability for the accuracy of any such statement or direction.

Escrow Agent is further directed to insert the names of the Grantee in the necessary conveyance and/or encumbering documents prior to the recordation of the same, based upon the written direction tendered by Grantee or in compliance with instructions set for by the beneficiary under any new loan documents. Escrow Agent is expressly authorized to charge to the account of the party obligated to pay same, any charge or expense incurred in connection with this transaction or the terms thereof. Escrow Agent is further directed and authorized to reimburse itself for any charges which it may incur during this escrow by charging such amount to the party obligated to pay the same. All disbursements made under this transaction shall be made in the form of a check by Titor Title of Nevada.

Any deposit made by Buyer or Seller hereunder into this escrow shall be in the form of certified funds or cashier's check. Any check presented for deposit into this escrow by either party shall be subject to clearance thereof and Escrow Agent shall not be obligated to act upon nor disburse against any such funds until notified by the bank upon which check is drawn that said check has cleared its account. Buyer/Seller acknowledges funds are deposited into a non-interest bearing account.

All notices, demands or changes to these instructions shall be in writing.

MEH ASH KJ

Supplemental tax bills, when issued and posted, may not be immediately available; therefore, there may be a gap in time where the bill may be posted, however, we would not have knowledge of the assessment. Therefore, in the event a supplemental tax bill is issued by the County Tax Collector after the date of the above mentioned preliminary report or after the close of escrow and transfer of title, the undersigned parties agree to handle any adjustment which might result from such supplemental tax bill directly between themselves.

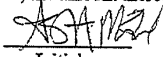
Notwithstanding the fact that Escrow Agent may have been provided with a copy of the Purchase Contract in relation to subject property for information purposes, Escrow Agent's liability to the undersigned is limited solely to Escrow Agent's compliance with these instructions, and any modifications hereto given in writing prior to close of escrow.

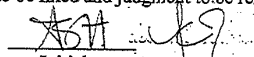
These instructions are executed for the sole purpose of enabling escrow holder to complete this transaction but are in no way intended to modify, amend, supersede or in any way change that certain agreement executed by and between the parties hereto prior to these instructions. The undersigned acknowledge that Escrow Agent, as escrow holder, are not charged with the responsibility of interpreting the provisions of any contract which may be the basis for this transaction, or making any disclosures relative to such provisions, or otherwise.

In the event any party to this escrow receives funds or is credited with funds that they are not entitled to, for whatever reason, they agree, upon written demand, to return said funds to the proper party entitled or to the escrow for disbursement. Escrow Agent is authorized and instructed to rely upon any statement furnished by any lien holder and the holder, payee or collection agent of payee for any note or contract of sale, without liability or responsibility for the accuracy of such statement.

In the event this transaction is an exchange or part of an exchange, the parties acknowledge the escrow holder has made no representations whatsoever regarding the sufficiency or effect of this transaction in relation to applicable federal and state tax laws. It is further acknowledged by the parties that they are hereby advised by escrow holder to seek the counsel of their own tax attorney or certified public accountant for the determination of any tax consequences of this exchange. The undersigned fully indemnify and hold escrow holder harmless from any loss or damage which the parties may sustain in the event this transaction fails to qualify for any special tax treatment.

In the event a suit is brought by any party (ies) to this escrow to which the escrow holder is named as a party and which results in a judgment in favor of the escrow holder and/or against party or principal of any part hereunder, the principal or principal's agent(s) agree to pay said escrow holder all costs, expenses and reasonable attorney fees which it pays or incurs in said suit, the amount thereof to be fixed and judgment to be rendered by the court in said suit.


Initials


Initials

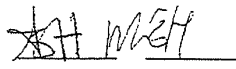

Time is of the essence in this agreement and each party hereto requires that the other party comply with all requirements necessary to place this escrow in a condition to close as provided in said Purchase Contract, however, that if the closing date, or any other compliance date specified herein, falls on a Saturday, Sunday, or Holiday, the time limit set forth herein is extended through the next full business day. In the absence of written direction to the contrary, Escrow Agent is authorized to take any administrative steps necessary to effect the closing of this escrow subsequent to the date set forth herein.

Either party hereunder claiming right of cancellation of this escrow shall file written notice and demand for cancellation in the office of the Escrow Agent in writing. Escrow Agent shall, within three (3) business days following receipt of such written notice, notify the party against whom said cancellation is filed by depositing a copy of said notice in the United States Mail, addressed to such other party at the last address filed with Escrow Agent.

In the absence of written indication from such party as to said party's mailing address, Escrow Agent is directed to deposit such notice in the United States Mail, certified with return receipt requested, addressed to such party in Reno, Nevada, or such other city as Escrow Agent may have written indication that such party resides. Said notice shall be deemed to have been given upon deposit of said notice in the United States Mail, addressed as specified herein, with proper affixed thereto, and no further notice, or evidence of receipt, shall be required.

Unless written objection to any cancellation notice hereunder shall be submitted and received by Escrow Agent from the party to whom such cancellation notice is directed with ten (10) business days following Escrow Agent's mailing of said cancellation notice, Escrow Agent is authorized and directed to comply with such cancellation notice and demand upon payment of its cancellation charges and expenditures.

In the event that such written objection shall be filed, Escrow Agent is authorized to hold all money and instruments in this escrow pending mutual written instruction by the parties hereto, or a final order by a court of competent jurisdiction. The parties are aware, however, and expressly agree and consent, that Escrow Agent shall have the absolute right, at its sole discretion, to file a suit to counter claim in interpleader and to obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit or claim is brought, the parties hereto jointly and severally agree to pay Escrow Agent all costs, expenses and reasonable attorney fees which it may expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court in such suit.

Upon the filing of such suit or counterclaim said Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

It is expressly understood and agreed that the Escrow Agent without any obligation to exercise such right, retains the right to resign its duties as escrow agent under this transaction, at any time and at its sole discretion and/or refrain from taking any act in furtherance of the subject transaction at the sole discretion of Escrow Agent is deemed advisable. No liability shall accrue to said Escrow Agent for any such act or forbearance.

This agreement in all parts applies to, inures to the benefit of and binds all parties hereto; their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

These instructions may be executed in any number of counterparts, each of which shall be considered an original and be effective as such, and all of which, when aggregated, shall constitute one fully executed original.

Sellers and Buyers hereby authorize Escrow Agent to furnish copies of closing statements and escrow instructions to the Lender and or Broker involved herein. Escrow Agent is further authorized to deliver a copy of any notice filed in accordance with the terms set forth herein by one party upon the other, to the Broker(s) involved within.

Buyer and Seller shall notify Escrow Agent in writing of any change in address during the course of this escrow, and unless Escrow Agent is in receipt of written indication to the contrary, to mail any notices filed by either party to or against the other, to the address set forth herein.

Seller is hereby made aware that there is a law which became effective January 1, 1987, which requires all escrow holders to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the escrow holder. Escrow Agent are authorized and instructed to provide this information to the Internal Revenue Service after the close of escrow in the manner prescribed by law, or it is understood that this transaction shall not close with Escrow Agent as the escrow holder.

The undersigned buyer herein acknowledges that the Homeowners Association is the Estates at Saddle Ridge Owners Association. The homeowner's association dues for Saddle Ridge Owners Association are \$89.00 monthly (which amount may increase from time to time) and a transfer fee of \$100.00 and a Capital Contribution Fee of \$378.00. In addition there is a \$57.00 quarterly payment to Damonte Ranch LMA along with a transfer fee of \$100.00 payable to Eugene Burger Management Company and a Capital Contribution of \$100.00 payable to Damonte Ranch LMA. There is also a quarterly payment of \$30.00 payable to Damonte Ranch Drainage District, accompanied by a Transfer fee of \$100.00 payable to Eugene Burger Management Company and a Capital Contribution of \$100.00 to Damonte Ranch Drainage. Escrow Agent is hereby authorized and instructed to collect homeowner's association dues upfront and through escrow.

ASA
Initials

MEH
Initials

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TO THE EXTENT THAT THE TERMS AND CONDITIONS OF SAID PURCHASE AGREEMENT, AND ANY MODIFICATION THERETO, SHALL CONFLICT WITH THESE "GENERAL CONDITIONS OF ESCROW"; THE OBLIGATIONS OF ESCROW AGENT SHALL BE GOVERNED EXCLUSIVELY BY THESE "GENERAL CONDITIONS OF ESCROW AND ESCROW INSTRUCTIONS" CONTAINED HEREIN, ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, ESCROW AGENT IS HEREBY UNCONDITIONALLY RELIEVED FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER INVOLVING COMPLIANCE WITH OR ADHERENCE TO CONSUMER CREDIT PROTECTION ACT (TRUTH IN LENDING) OR SIMILAR LAW.

SELLER(S) AND BUYER(S) HEREBY AUTHORIZE ESCROW AGENT TO FURNISH COPIES OF CLOSING STATEMENTS AND ESCROW INSTRUCTIONS TO LENDER AND/OR BROKER INVOLVED.

In the event a post-closing or post-disbursement adjustment is necessary by an entity involved with this escrow transaction, the undersigned authorizes Escrow Agent to, if immediate action to advance funds on their behalf is necessary to promptly effect an accurate closing statement. The undersigned, upon notification, and the opportunity to investigate such necessary advances, agrees to fully cooperate and pay Ticor Title of Nevada, Inc. any and all funds so advanced on their behalf.

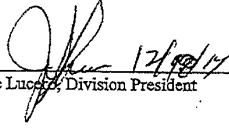
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SELLER

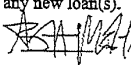
I agree to pay the following escrow charges: ALTA Policy of Title Insurance, Escrow Fee, Recording Fee, Reconveyance Fee, and incidental expenses necessary to convey insurable title as described herein.

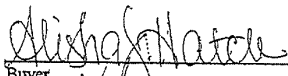
Toll South Reno, LLC, a Nevada limited liability company


BY: Jake Lucero, Division President


BUYER

I have read the foregoing General Conditions of Escrow and am buying the property described on the terms and conditions set forth, and will within the time limit either hand Escrow Agent or cause to be handed Escrow Agent, the consideration as specified, and I require that Seller comply with all terms thereof within the time as listed above. I agree to pay the following escrow charges: ALTA Premium, Real Property Transfer Tax, Loan Fee (as required by Lender), Escrow Fee, Recording Fee, and Incidental Expenses as may be incurred in connection with any new loan(s).

These incidental expenses include any appraisals ordered by Lender  (initials)


Buyer Date 12/13/14


Buyer Date 12/13/14


Buyer Date 12/13/14

6154533
Alisha Hatch : 0055



EXHIBIT B NO. 1

COMMUNITY: Estates at Saddle Ridge
PLAN: Willshire Sonoran

LOT: 0055

THE AGREEMENT OF SALE made between Toll South Reno LLC Seller and Michael and Alisha Hatch and Kari Johnson Buyer is hereby modified as follows: Buyer hereby authorizes and offers to Seller the right to make the following construction changes to the new home indicated above. All construction change orders are offered subject to the acceptance of the Seller. The Seller reserves the right for any reason whatsoever, to reject in part or in whole, any requested construction changes.

OPTION NO.	OPTION DESCRIPTION	QTY	OPTION PRICE
	LOT PREMIUM		\$5,000
426	SECURITY SYSTEM - A, W/WEST- MINSTER SECURITY MONITORING	1	\$0

Diagram Attached: No

For the sum of five thousand DOLLARS	\$5,000
To be applied as payment of or on account of extras, upon the following terms:	
Down payment of signing of this Exhibit "B"	\$250
Cash or Buyer's Certified Check at Settlement	\$4,750

Buyer: [Signature]
Buyer: Alisha Hatch

Seller: _____

Date Offered: 12/13/14
[Signature] 12/13/14

Date Accepted: _____


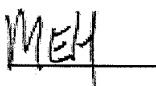

Exhibit “2”

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Electronically
CV21-00246
2021-02-10 11:36:17 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8289076 : yvioria


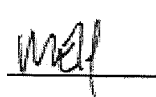
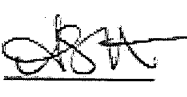
Exhibit “2”

**Promissory Note For Hatch Residence 9845 Firefoot
Lane Reno, NV 89521**


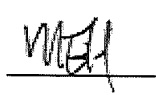

*This agreement is for repayment of a home loan between Kari Anne Johnson (lender) and Michael Edward Hatch & Alisha Suzanne Hatch (borrowers).

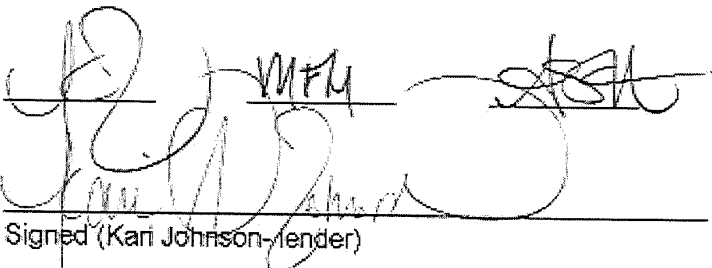
*Michael and Alisha Hatch agree to repay Kari Johnson the total amount borrowed in the amount of \$665,838.40.

*Michael and Alisha Hatch have agreed with Kari Johnson that an interest rate of 3.0% will be charged for the home loan.

*A payment schedule/loan amortization has been established and is attached.



Signed (Kari Johnson- lender)

9/9/15
Date



Signed (Alisha Hatch- borrower)

9/9/15.
Date



Signed (Michael Hatch- borrower)

9-9-15
Date

Exhibit “3”

FILED
Electronically
CV21-00246
2021-02-10 11:36:17 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8289076 : yvilorla

Exhibit “3”

9845 FIREFOOT LANE

PAYMENT	PRINCIPAL	INTEREST	BALANCE	PAID/DATE/TYPE
\$2,807.20	\$1,177.36	\$1,629.84	\$650,759.70	\$2,807.20 Check #1328 9/14/16
\$2,807.20	\$1,180.30	\$1,626.90	\$649,579.40	\$2,807.20 Check #1338 10/10/16
\$2,807.20	\$1,183.25	\$1,623.95	\$648,396.15	2807.20 check #1341 11/15/2016
\$2,807.20	\$1,186.21	\$1,620.99	\$647,209.94	\$2,807.20 Check #1351 12/12/2016
\$2,807.20	\$1,189.18	\$1,618.02	\$646,020.76	\$2,807.20 Check #1361 1/23/2017
\$2,807.20	\$1,192.15	\$1,615.05	\$644,828.61	\$2,807.20 Check #1365 2/21/2017
\$2,807.20	\$1,195.13	\$1,612.07	\$643,633.48	\$2,807.20 Check #1370 3/2/2017
\$2,807.20	\$1,198.12	\$1,609.08	\$642,435.36	\$2,807.20 Check #1380 4/3/2017
\$2,807.20	\$1,201.11	\$1,606.09	\$641,234.25	\$2,807.20 Check #1389 5/5/2017
\$2,807.20	\$1,204.11	\$1,603.09	\$640,030.14	\$2,807.20 Check # 1412 6/2/2017
\$2,807.20	\$1,207.12	\$1,600.08	\$638,823.02	\$2,807.20 Check #1422 7/5/2017
\$2,807.20	\$1,210.14	\$1,597.06	\$637,612.88	\$2,807.20 Check #1422 7/28/2017
\$2,807.20	\$1,213.17	\$1,594.03	\$636,399.71	\$2,807.20 CASH (Reimbursement)
\$2,807.20	\$1,216.20	\$1,591.00	\$635,183.51	\$2,807.20 Check #1452 10/3/2017
\$2,807.20	\$1,219.24	\$1,587.96	\$633,964.27	\$2,807.20 Check #1457 11/3/2017
\$2,807.20	\$1,222.29	\$1,584.91	\$632,741.98	\$2,807.20 Check #1465 12/3/2017
\$2,807.20	\$1,225.35	\$1,581.85	\$631,516.63	\$2,807.20 Check #1469 1/10/2018
\$2,807.20	\$1,228.41	\$1,578.79	\$630,288.22	\$2,807.20 Check #1479 2/1/2018
\$2,807.20	\$1,231.48	\$1,575.72	\$629,056.74	\$2,807.20 Check #1488 2/27/2018
\$2,807.20	\$1,234.56	\$1,572.64	\$627,822.18	\$2,807.20 Check #1501 4/1/2018
\$2,807.20	\$1,237.64	\$1,569.56	\$626,584.54	\$2,807.20 Check # 1506 4/30/2018
\$2,807.20	\$1,240.74	\$1,566.46	\$625,343.80	\$2,807.20 Check # 1513 5/31/2018
\$2,807.20	\$1,243.84	\$1,563.36	\$624,099.96	\$2,807.20 Check #1518 7/1/2018
\$2,807.20	\$1,246.95	\$1,560.25	\$622,853.01	\$2,807.20 Check #1523 cashed for Kari 8/1/2018
\$2,807.20	\$1,250.07	\$1,557.13	\$621,602.94	\$2,807.20 Check #1529 cashed for Kari 8/31/2018
\$2,807.20	\$1,253.19	\$1,554.01	\$620,349.75	\$2,807.20 cash 10/1/2018
\$2,807.20	\$1,256.33	\$1,550.87	\$619,093.42	\$2,807.20 cash 11/1/2018
\$2,807.20	\$1,259.47	\$1,547.73	\$617,833.95	\$2,807.20 cash 12/1/2018
\$2,807.20	\$1,262.62	\$1,544.58	\$616,571.33	\$2,807.20 cash 12/27/2018
\$2,807.20	\$1,265.77	\$1,541.43	\$615,305.56	\$2,807.20 CASH 1/30/2019
\$2,807.20	\$1,268.94	\$1,538.26	\$614,036.62	\$2,807.20 CASH 3/1/2019
\$2,807.20	\$1,272.11	\$1,535.09	\$612,764.51	\$2,807.20 Check #1547 4/3/2019

\$2,807.20	\$1,275.29	\$1,531.91	\$611,489.22	\$2,807.20 Check #1552 4/30/2019
\$2,807.20	\$1,278.48	\$1,528.72	\$610,210.74	PD- Pay Increase
\$2,807.20	\$1,281.67	\$1,525.53	\$608,929.07	PD- Pay Increase 6/27/2019 (\$2,807.20)
\$2,807.20	\$1,284.88	\$1,522.32	\$607,644.19	PD- Pay Increase 8/15/2019 (\$2,807.20)
\$2,807.20	\$1,288.09	\$1,519.11	\$606,356.10	Pd- \$2,807.20 Cash 9/3/2019
\$2,807.20	\$1,291.31	\$1,515.89	\$605,064.79	Pd- \$2,807.20 Cash 10/1/2019
\$2,807.20	\$1,294.54	\$1,512.66	\$603,770.25	Pd- \$2,807.20 Cash 11/1/2019
\$2,807.20	\$1,297.77	\$1,509.43	\$602,472.48	Pd- \$2,807.20 Cash 12/1/2019
\$2,807.20	\$1,301.02	\$1,506.18	\$601,171.46	Pd- Salary January 1, 2020 (\$2,807.20)
\$2,807.20	\$1,304.27	\$1,502.93	\$599,867.19	Pd- Salary February 1, 2020 (\$2,807.20)
\$2,807.20	\$1,307.53	\$1,499.67	\$598,559.66	Pd- Salary March 1, 2020 (\$2,807.20)
\$2,807.20	\$1,310.80	\$1,496.40	\$597,248.86	Pd- Salary April 1, 2020 (\$2,807.20)
\$2,807.20	\$1,314.08	\$1,493.12	\$595,934.78	Pd- Salary May 1, 2020 (\$2,807.20)
\$2,807.20	\$1,317.36	\$1,489.84	\$594,617.42	Pd- Salary June 1, 2020 (\$2,807.20)
\$2,807.20	\$1,320.66	\$1,486.54	\$593,296.76	Pd- Salary July 1, 2020 (\$2,807.20)
\$2,807.20	\$1,323.96	\$1,483.24	\$591,972.80	PD- Salary August 1, 2020 (\$2,807.20)
\$2,807.20	\$1,327.27	\$1,479.93	\$590,645.53	PD- Salary September 1, 2020 (\$2,807.20)
\$2,807.20	\$1,330.59	\$1,476.61	\$589,314.94	PD- Salary October 1, 2020 (\$2,807.20)
\$2,807.20	\$1,333.91	\$1,473.29	\$587,981.03	Pd- Salary November 1, 2020 (\$2,807.20)
\$2,807.20	\$1,337.25	\$1,469.95	\$586,643.78	PD- Salary December 1, 2020 (\$2,807.20)
\$2,807.20	\$1,340.59	\$1,466.61	\$585,303.19	
\$2,807.20	\$1,343.94	\$1,463.26	\$583,959.25	
\$2,807.20	\$1,347.30	\$1,459.90	\$582,611.95	
\$2,807.20	\$1,350.67	\$1,456.53	\$581,261.28	
\$2,807.20	\$1,354.05	\$1,453.15	\$579,907.23	
\$2,807.20	\$1,357.43	\$1,449.77	\$578,549.80	
\$2,807.20	\$1,360.83	\$1,446.37	\$577,188.97	
\$2,807.20	\$1,364.23	\$1,442.97	\$575,824.74	
\$2,807.20	\$1,367.64	\$1,439.56	\$574,457.10	
\$2,807.20	\$1,371.06	\$1,436.14	\$573,086.04	
\$2,807.20	\$1,374.48	\$1,432.72	\$571,711.56	
\$2,807.20	\$1,377.92	\$1,429.28	\$570,333.64	
\$2,807.20	\$1,381.37	\$1,425.83	\$568,952.27	
\$2,807.20	\$1,384.82	\$1,422.38	\$567,567.45	
\$2,807.20	\$1,388.28	\$1,418.92	\$566,179.17	

\$2,807.20	\$1,391.75	\$1,415.45	\$564,787.42
\$2,807.20	\$1,395.23	\$1,411.97	\$563,392.19
\$2,807.20	\$1,398.72	\$1,408.48	\$561,993.47
\$2,807.20	\$1,402.22	\$1,404.98	\$560,591.25
\$2,807.20	\$1,405.72	\$1,401.48	\$559,185.53
\$2,807.20	\$1,409.24	\$1,397.96	\$557,776.29
\$2,807.20	\$1,412.76	\$1,394.44	\$556,363.53
\$2,807.20	\$1,416.29	\$1,390.91	\$554,947.24
\$2,807.20	\$1,419.83	\$1,387.37	\$553,527.41
\$2,807.20	\$1,423.38	\$1,383.82	\$552,104.03
\$2,807.20	\$1,426.94	\$1,380.26	\$550,677.09
\$2,807.20	\$1,430.51	\$1,376.69	\$549,246.58
\$2,807.20	\$1,434.08	\$1,373.12	\$547,812.50
\$2,807.20	\$1,437.67	\$1,369.53	\$546,374.83
\$2,807.20	\$1,441.26	\$1,365.94	\$544,933.57
\$2,807.20	\$1,444.87	\$1,362.33	\$543,488.70
\$2,807.20	\$1,448.48	\$1,358.72	\$542,040.22
\$2,807.20	\$1,452.10	\$1,355.10	\$540,588.12
\$2,807.20	\$1,455.73	\$1,351.47	\$539,132.39
\$2,807.20	\$1,459.37	\$1,347.83	\$537,673.02
\$2,807.20	\$1,463.02	\$1,344.18	\$536,210.00
\$2,807.20	\$1,466.67	\$1,340.53	\$534,743.33
\$2,807.20	\$1,470.34	\$1,336.86	\$533,272.99
\$2,807.20	\$1,474.02	\$1,333.18	\$531,798.97
\$2,807.20	\$1,477.70	\$1,329.50	\$530,321.27
\$2,807.20	\$1,481.40	\$1,325.80	\$528,839.87
\$2,807.20	\$1,485.10	\$1,322.10	\$527,354.77
\$2,807.20	\$1,488.81	\$1,318.39	\$525,865.96
\$2,807.20	\$1,492.54	\$1,314.66	\$524,373.42
\$2,807.20	\$1,496.27	\$1,310.93	\$522,877.15
\$2,807.20	\$1,500.01	\$1,307.19	\$521,377.14
\$2,807.20	\$1,661.70	\$1,145.50	456,537.78
\$2,807.20	\$1,665.86	\$1,141.34	\$454,871.92
\$2,807.20	\$1,670.02	\$1,137.18	\$453,201.90
\$2,807.20	\$1,674.20	\$1,133.00	\$451,527.70

\$2,807.20	\$1,678.38	\$1,128.82	\$449,849.32
\$2,807.20	\$1,682.58	\$1,124.62	\$448,166.74
\$2,807.20	\$1,686.78	\$1,120.42	\$446,479.96
\$2,807.20	\$1,691.00	\$1,116.20	\$444,788.96
\$2,807.20	\$1,695.23	\$1,111.97	\$443,093.73
\$2,807.20	\$1,699.47	\$1,107.73	\$441,394.26
\$2,807.20	\$1,703.71	\$1,103.49	\$439,690.55
\$2,807.20	\$1,707.97	\$1,099.23	\$437,982.58
\$2,807.20	\$1,712.24	\$1,094.96	\$436,270.34
\$2,807.20	\$1,716.52	\$1,090.68	\$434,553.82
\$2,807.20	\$1,720.82	\$1,086.38	\$432,833.00
\$2,807.20	\$1,725.12	\$1,082.08	\$431,107.88
\$2,807.20	\$1,729.43	\$1,077.77	\$429,378.45
\$2,807.20	\$1,733.75	\$1,073.45	\$427,644.70
\$2,807.20	\$1,738.09	\$1,069.11	\$425,906.61
\$2,807.20	\$1,742.43	\$1,064.77	\$424,164.18
\$2,807.20	\$1,746.79	\$1,060.41	\$422,417.39
\$2,807.20	\$1,751.16	\$1,056.04	\$420,666.23
\$2,807.20	\$1,755.53	\$1,051.67	\$418,910.70
\$2,807.20	\$1,759.92	\$1,047.28	\$417,150.78
\$2,807.20	\$1,764.32	\$1,042.88	\$415,386.46
\$2,807.20	\$1,768.73	\$1,038.47	\$413,617.73
\$2,807.20	\$1,773.16	\$1,034.04	\$411,844.57
\$2,807.20	\$1,777.59	\$1,029.61	\$410,066.98
\$2,807.20	\$1,782.03	\$1,025.17	\$408,284.95
\$2,807.20	\$1,786.49	\$1,020.71	\$406,498.46
\$2,807.20	\$1,790.95	\$1,016.25	\$404,707.51
\$2,807.20	\$1,795.43	\$1,011.77	\$402,912.08
\$2,807.20	\$1,799.92	\$1,007.28	\$401,112.16
\$2,807.20	\$1,804.42	\$1,002.78	\$399,307.74
\$2,807.20	\$1,808.93	\$998.27	\$397,498.81
\$2,807.20	\$1,813.45	\$993.75	\$395,685.36
\$2,807.20	\$1,817.99	\$989.21	\$393,867.37
\$2,807.20	\$1,822.53	\$984.67	\$392,044.84
\$2,807.20	\$1,827.09	\$980.11	\$390,217.75

\$2,807.20	\$1,831.66	\$975.54	\$388,386.09
\$2,807.20	\$1,836.23	\$970.97	\$386,549.86
\$2,807.20	\$1,840.83	\$966.37	\$384,709.03
\$2,807.20	\$1,845.43	\$961.77	\$382,863.60
\$2,807.20	\$1,850.04	\$957.16	\$381,013.56
\$2,807.20	\$1,854.67	\$952.53	\$379,158.89
\$2,807.20	\$1,859.30	\$947.90	\$377,299.59
\$2,807.20	\$1,863.95	\$943.25	\$375,435.64
\$2,807.20	\$1,868.61	\$938.59	\$373,567.03
\$2,807.20	\$1,873.28	\$933.92	\$371,693.75
\$2,807.20	\$1,877.97	\$929.23	\$369,815.78
\$2,807.20	\$1,882.66	\$924.54	\$367,933.12
\$2,807.20	\$1,887.37	\$919.83	\$366,045.75
\$2,807.20	\$1,892.09	\$915.11	\$364,153.66
\$2,807.20	\$1,896.82	\$910.38	\$362,256.84
\$2,807.20	\$1,901.56	\$905.64	\$360,355.28
\$2,807.20	\$1,906.31	\$900.89	\$358,448.97
\$2,807.20	\$1,911.08	\$896.12	\$356,537.89
\$2,807.20	\$1,915.86	\$891.34	\$354,622.03
\$2,807.20	\$1,920.64	\$886.56	\$352,701.39
\$2,807.20	\$1,925.45	\$881.75	\$350,775.94
\$2,807.20	\$1,930.26	\$876.94	\$348,845.68
\$2,807.20	\$1,935.09	\$872.11	\$346,910.59
\$2,807.20	\$1,939.92	\$867.28	\$344,970.67
\$2,807.20	\$1,944.77	\$862.43	\$343,025.90
\$2,807.20	\$1,949.64	\$857.56	\$341,076.26
\$2,807.20	\$1,954.51	\$852.69	\$339,121.75
\$2,807.20	\$1,959.40	\$847.80	\$337,162.35
\$2,807.20	\$1,964.29	\$842.91	\$335,198.06
\$2,807.20	\$1,969.20	\$838.00	\$333,228.86
\$2,807.20	\$1,974.13	\$833.07	\$331,254.73
\$2,807.20	\$1,979.06	\$828.14	\$329,275.67
\$2,807.20	\$1,984.01	\$823.19	\$327,291.66
\$2,807.20	\$1,988.97	\$818.23	\$325,302.69
\$2,807.20	\$1,993.94	\$813.26	\$323,308.75

\$2,807.20	\$1,998.93	\$808.27	\$321,309.82
\$2,807.20	2,003.93	\$803.27	\$319,305.89
\$2,807.20	\$2,008.94	\$798.26	\$317,296.95
\$2,807.20	\$2,013.96	\$793.24	\$315,282.99
\$2,807.20	\$2,018.99	\$788.21	\$313,264.00
\$2,807.20	\$2,024.04	\$783.16	\$311,239.96
\$2,807.20	\$2,029.10	\$778.10	\$309,210.86
\$2,807.20	\$2,034.17	\$773.03	\$307,176.69
\$2,807.20	\$2,039.26	\$767.94	\$305,137.43
\$2,807.20	\$2,044.36	\$762.84	\$303,093.07
\$2,807.20	\$2,049.47	\$757.73	\$301,043.60
\$2,807.20	\$2,054.59	\$752.61	\$298,989.01
\$2,807.20	\$2,059.73	\$747.47	\$296,929.28
\$2,807.20	\$2,064.88	\$742.32	\$294,864.40
\$2,807.20	\$2,070.04	\$737.16	\$292,794.36
\$2,807.20	\$2,075.21	\$731.99	\$290,719.15
\$2,807.20	\$2,080.40	\$726.80	\$288,638.75
\$2,807.20	\$2,085.60	\$721.60	\$286,553.15
\$2,807.20	\$2,090.82	\$716.38	\$284,462.33
\$2,807.20	\$2,096.04	\$711.16	\$282,366.29
\$2,807.20	\$2,101.28	\$705.92	\$280,265.01
\$2,807.20	\$2,106.54	\$700.66	\$278,158.47
\$2,807.20	\$2,111.80	\$695.40	\$276,046.67
\$2,807.20	\$2,117.08	\$690.12	\$273,929.59
\$2,807.20	\$2,122.38	\$684.82	\$271,807.21
\$2,807.20	\$2,127.68	\$679.52	\$269,679.53
\$2,807.20	\$2,133.00	\$674.20	\$267,546.53
\$2,807.20	\$2,138.33	\$668.87	\$265,408.20
\$2,807.20	\$2,143.68	\$663.52	\$263,264.52
\$2,807.20	\$2,149.04	\$658.16	\$261,115.48
\$2,807.20	\$2,154.41	\$652.79	\$258,961.07
\$2,807.20	\$2,159.80	\$647.40	\$256,801.27
\$2,807.20	\$2,165.20	\$642.00	\$254,636.07
\$2,807.20	\$2,170.61	\$636.59	\$252,465.46
\$2,807.20	\$2,176.04	\$631.16	\$250,289.42

\$2,807.20	\$2,181.48	\$625.72	\$248,107.94
\$2,807.20	\$2,186.93	\$620.27	\$245,921.01
\$2,807.20	\$2,192.40	\$614.80	\$243,728.61
\$2,807.20	\$2,197.88	\$609.32	\$241,530.73
\$2,807.20	\$2,203.37	\$603.83	\$239,327.36
\$2,807.20	\$2,208.88	\$598.32	\$237,118.48
\$2,807.20	\$2,214.40	\$592.80	\$234,904.08
\$2,807.20	\$2,219.94	\$587.26	\$232,684.14
\$2,807.20	\$2,225.49	\$581.71	\$230,458.65
\$2,807.20	\$2,231.05	\$576.15	\$228,227.60
\$2,807.20	\$2,236.63	\$570.57	\$225,990.97
\$2,807.20	\$2,242.22	\$564.98	\$223,748.75
\$2,807.20	\$2,247.83	\$559.37	\$221,500.92
\$2,807.20	\$2,253.45	\$553.75	\$219,247.47
\$2,807.20	\$2,259.08	\$548.12	\$216,988.39
\$2,807.20	\$2,264.73	\$542.47	\$214,723.66
\$2,807.20	\$2,270.49	\$536.81	\$212,453.27
\$2,807.20	\$2,276.07	\$531.13	\$210,177.20
\$2,807.20	\$2,281.76	\$525.44	\$207,895.44
\$2,807.20	\$2,287.46	\$519.74	\$205,607.98
\$2,807.20	\$2,293.18	\$514.02	\$203,314.80
\$2,807.20	\$2,298.91	\$508.29	\$201,015.89
\$2,807.20	\$2,304.66	\$502.54	\$198,711.23
\$2,807.20	\$2,310.42	\$496.78	\$196,400.81
\$2,807.20	\$2,316.20	\$491.00	\$194,084.61
\$2,807.20	\$2,321.99	\$485.21	\$191,762.62
\$2,807.20	\$2,327.79	\$479.41	\$189,434.83
\$2,807.20	\$2,333.61	\$473.59	\$187,101.22
\$2,807.20	\$2,339.45	\$467.75	\$184,761.77
\$2,807.20	\$2,345.30	\$461.90	\$182,416.47
\$2,807.20	\$2,351.16	\$456.04	\$180,065.31
\$2,807.20	\$2,357.04	\$450.16	\$177,708.27
\$2,807.20	\$2,362.93	\$444.27	\$175,345.34
\$2,807.20	\$2,368.84	\$438.36	\$172,976.50
\$2,807.20	\$2,374.76	\$432.44	\$170,601.74

\$2,807.20	\$2,380.70	\$426.50	\$168,221.04
\$2,807.20	\$2,386.65	\$420.55	\$165,834.39
\$2,807.20	\$2,392.61	\$414.59	\$163,441.78
\$2,807.20	\$2,398.60	\$408.60	\$161,043.18
\$2,807.20	\$2,404.59	\$402.61	\$158,638.59
\$2,807.20	\$2,410.60	\$396.60	\$156,227.99
\$2,807.20	\$2,416.63	\$390.57	\$153,811.36
\$2,807.20	\$2,422.67	\$384.53	\$151,388.69
\$2,807.20	\$2,428.73	\$378.47	\$148,959.96
\$2,807.20	\$2,434.80	\$372.40	\$146,525.16
\$2,807.20	\$2,440.89	\$366.31	\$144,084.27
\$2,807.20	\$2,446.99	\$360.21	\$141,637.28
\$2,807.20	\$2,453.11	\$354.09	\$139,184.17
\$2,807.20	\$2,459.24	\$347.96	\$136,724.93
\$2,807.20	\$2,465.39	\$341.81	\$134,259.54
\$2,807.20	\$2,471.55	\$335.65	\$131,787.99
\$2,807.20	\$2,477.73	\$329.47	\$129,310.26
\$2,807.20	\$2,483.92	\$323.28	\$126,826.34
\$2,807.20	\$2,490.13	\$317.07	\$124,336.21
\$2,807.20	\$2,496.36	\$310.84	\$121,839.85
\$2,807.20	\$2,502.60	\$304.60	\$119,337.25
\$2,807.20	\$2,508.86	\$298.34	\$116,828.39
\$2,807.20	\$2,515.13	\$292.07	\$114,313.26
\$2,807.20	\$2,521.42	\$285.78	\$111,791.84
\$2,807.20	\$2,527.72	\$279.48	\$109,264.12
\$2,807.20	\$2,534.04	\$273.16	\$106,730.08
\$2,807.20	\$2,540.37	\$266.83	\$104,189.71
\$2,807.20	\$2,546.73	\$260.47	\$101,642.98
\$2,807.20	\$2,553.09	\$254.11	\$99,089.89
\$2,807.20	\$2,559.48	\$247.72	\$96,530.41
\$2,807.20	\$2,565.87	\$241.33	\$93,964.54
\$2,807.20	\$2,572.29	\$234.91	\$91,392.25
\$2,807.20	\$2,578.72	\$228.48	\$88,813.53
\$2,807.20	\$2,585.17	\$222.03	\$86,228.36
\$2,807.20	\$2,591.63	\$215.57	\$83,636.73

\$2,807.20	\$2,598.11	\$209.09	\$81,038.62
\$2,807.20	\$2,604.60	\$202.60	\$78,434.02
\$2,807.20	\$2,611.11	\$196.09	\$75,822.91
\$2,807.20	\$2,617.64	\$189.56	\$73,205.27
\$2,807.20	\$2,624.19	\$183.01	\$70,581.08
\$2,807.20	\$2,630.75	\$176.45	\$67,950.33
\$2,807.20	\$2,637.32	\$169.88	\$65,313.01
\$2,807.20	\$2,643.92	\$163.28	\$62,669.09
\$2,807.20	\$2,650.53	\$156.67	\$60,018.56
\$2,807.20	\$2,657.15	\$150.05	\$57,361.41
\$2,807.20	\$2,663.80	\$143.40	\$54,697.61
\$2,807.20	\$2,670.46	\$136.74	\$52,027.15
\$2,807.20	\$2,677.13	\$130.07	\$49,350.02
\$2,807.20	\$2,683.82	\$123.38	\$46,666.20
\$2,807.20	\$2,690.53	\$116.67	\$43,975.67
\$2,807.20	\$2,697.26	\$109.94	\$41,278.41
\$2,807.20	\$2,704.00	\$103.20	\$38,574.41
\$2,807.20	\$2,710.76	\$96.44	\$35,863.65
\$2,807.20	\$2,717.54	\$89.66	\$33,146.11
\$2,807.20	\$2,724.33	\$82.87	\$30,421.78
\$2,807.20	\$2,731.15	\$76.05	\$27,690.63
\$2,807.20	\$2,737.97	\$69.23	\$24,952.66
\$2,807.20	\$2,744.82	\$62.38	\$22,207.84
\$2,807.20	\$2,751.68	\$55.52	\$19,456.16
\$2,807.20	\$2,758.56	\$48.64	\$16,697.60
\$2,807.20	\$2,765.46	\$41.74	\$13,932.14
\$2,807.20	\$2,772.37	\$34.83	\$11,159.77
\$2,807.20	\$2,779.30	\$27.90	\$8,380.47
\$2,807.20	\$2,786.25	\$20.95	\$5,594.22
\$2,807.20	\$2,793.21	\$13.99	\$2,801.01
\$2,801.01	\$2,801.01	\$7.00	\$0.00

Exhibit “4”

FILED
Electronically
CV21-00246
2021-02-10 11:36:17 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8289076 : yvioria

Exhibit “4”

WHEN RECORDED MAIL TO:
Michael Hatch and Alisha Hatch
9845 Firefoot Lane
Reno, NV 89521

DOC #4500519

08/06/2015 03:43:59 PM
Electronic Recording Requested By
TICOR TITLE - RENO (MAIN)
Washoe County Recorder
Lawrence R. Burtness
Fee: \$23.00 RPTT: \$2621.95
Page 1 of 7

MAIL TAX STATEMENTS TO:
Same As Above

Escrow No. 1404892-LMZ

The undersigned hereby affirms that this document
submitted for recording does not contain the social
security number of any person or persons.
(Pursuant to NRS 239b.030)

APN No.: 141-254-09
R.P.T.T. \$2,621.95

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Toll South Reno, LLC, a Nevada Limited Liability Company

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to Michael Hatch and Alisha Hatch, husband and wife as joint tenants with right of survivorship

all that real property situated in the County of Washoe, State of Nevada, described as follows:

SEE EXHIBIT "A&B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Signature and notary acknowledgement on page two.

**THIS DOCUMENT IS BEING RECORDED
AS AN ACCOMODATION ONLY. NO
LIABILITY IS ASSUMED HEREBY.**

JA_00040

Toll South Reno, LLC, a Nevada limited liability company

By: Gary M. Mayo, President *DAVID STANLEY, VICE PRESIDENT*

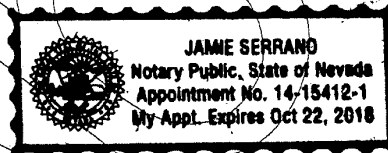
STATE OF NEVADA
COUNTY OF WASHOE

} ss:

This instrument was acknowledged before me on ,
by Gary M. Mayo *DAVID STANLEY*

August 3rd 2015

[Signature]
NOTARY PUBLIC



This Notary Acknowledgement is attached to that certain Grant, Bargain, Sale Deed dated date of document under escrow No. 01404892.

Exhibit "A"

The land referred to in this Policy is described as follows:

Lot 55 of DAMONTE RANCH VILLAGE 11D, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on April 3, 2014, as File No. 4341181, Official Records, Tract Map No. 5071.

More Commonly Known as: 9845 Firefoot Lane, Reno, Nevada
Assessor's Parcel No.: 141-254-09

COPY

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ALTA Plain Language Commitment Form (6/17/06)
Schedule C

109-14000223-TBI/15

JA_00042

Exhibit "B"

**ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE
BUYER'S USE OF PROPERTY**

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer"), Lot No. 0055 (the "Property") in the community of Estates at Saddle Ridge.

1. **OWNER OCCUPANY:** Seller desires to sell only to buyers who will occupy the home as their primary residence or a secondary residence, *i.e.*, vacation or seasonal home (their "**Residence**"), to create an established community of owner-occupied homes. Seller and Buyer agree that homebuyers prefer owner-occupied communities and, as such, owner-occupied communities proved a better environment to sell homes and in which to reside. Therefore, Seller chooses to only sell homes to buyers who intend to occupy the home as their Residence for a minimum of one (1) year after the closing. To induce Seller to agree to sell the Property to Buyer, Buyer represents warrants and agrees as follows:

1.1 **Use of Principal Residence for One (1) Year.** Buyer represents and warrants to Seller that (a) Buyer is purchasing the Property for use as Buyer's Residence; (b) Buyer will occupy the Property within thirty (30) calendar days after the Closing; and (c) Buyer will not attempt to transfer Buyer's rights under the Agreement or enter into any agreement for the lease, sale or other transfer of the Property that would result in Buyer's failure to occupy the Property as Buyer's Residence and hold title thereto in fee simple for a period of one (1) year after the Settlement of Buyer's purchase of the Property (the "**Occupancy Period**"). The provisions of this Section and the accuracy of the above representations warranties constitute a personal covenant of Buyer and a condition precedent to Seller's performance under the Agreement.

MSJ ASH Initials

1.2 **Transfer before Closing.** Except for Hardship Situations, as described in Section 1.5 or Unrestricted Transfers as described in Section 1.6, any attempt by Buyer to assign Buyer's rights under this Agreement or to lease, sell or otherwise transfer the Property before the Closing will constitute both (a) a breach of the Agreement, entitling Seller, at its sole election, to immediately terminate this Agreement and retain Buyer's deposit as liquidated damages and (b) the failure of a condition precedent to Seller's obligation to sell the Property to Buyer. However, if Buyer's breach does not become known to Seller or Seller fails to terminate this Agreement until after Closing, then Seller will be limited solely to the remedy of Liquidated Damages described in Sections 1.3 and 1.4.

MSJ ASH Initials

1.3 Transfer after closing. Except for Hardship Situations as described in **Section 1.5** or Unrestricted Transfers as described in **Section 1.6**, Buyer's transfer of title to the Property prior to or during the Occupancy Period constitutes a breach of this Agreement. Buyer and Seller agree that such a breach will entitle the Seller to liquidated damages to be promptly paid by Buyer to Seller in the amount of one-half of the difference between the sales price on resale and the purchase price hereunder. **Seller and Buyer that the amount of liquidated damages is a reasonable measurement of Seller's damages in the case of such a breach given that Seller's actual damages would be extremely difficult and impractical to determine.**

NEH ASH *KJ*
Initials

1.4 Lease of Property After Closing. Except for Hardship Situations as described in **Section 1.5** or Unrestricted Transfers as described in **Section 1.6**, Buyer's failure to make the Property Buyer's Residence during the Occupancy Period or Buyer's lease of the property during the Occupancy Period constitutes a breach of this Agreement, entitling Seller to liquidate damages. Buyer and Seller agree that such a breach will entitle Seller to liquidated damages to be promptly paid by Buyer to Seller in the amount of one-half of the total payments received from the tenant for the first 12 months of the rental period. **Seller and Buyer agree that the liquidated damages amount is a reasonable measurement of Seller's damages in the case of such a breach given that Seller's actual damages would be extremely difficult and impractical to determine.**

NEH ASH *KJ*
Initials

1.5 Hardship Situations. The following events will be deemed to constitute "Hardship Situations" under which Buyer will be relieved of the obligations of this **Section** concerning limitations on the sale or lease of the Property.

- 1.5.1.1** The death of the Buyer (or any person who is co-buyer if more than one);
- 1.5.1.2** The dissolution of Buyer's marriage or legal separation of married Buyers;
- 1.5.1.3** A Mandatory job transfer required by Buyer's employer (not including Buyer if buyer is self employed);
- 1.5.1.4** A medical or financial emergency, proof of which Seller has approved within its sole discretion, and
- 1.5.1.5** A situation which, in the sole judgment of Seller, constitutes a hardship consistent with the purpose of this **Section**.

1.6 Unrestricted Transfers. The following transfers are not in violation of the stated purpose of this **Section** and are not subject to the provisions of **Sections 1.3 and 1.4**.

- 1.6.1.1** A transfer between spouses or between parent and child (but subsequent transfers within the Occupancy Period would be subject to this Endorsement);

NEH ASH *KJ*

- 1.6.1.2 A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such a decree;
- 1.6.1.3 A transfer into a revocable *inter vivos* trust in which Buyer is the beneficiary; and
- 1.6.1.4 A transfer, conveyance, pledge, or assignment of the Property (such as a Mortgage) to secure the performance of an obligation, which will be released or reconveyed upon the completion of the performance; and
- 1.6.1.5 A transfer resulting from a foreclosure (by judicial foreclosure or trustee's sale) by the beneficiary of a first mortgage or a transfer in lieu thereof.

1.7 FHA/VA Loans. Notwithstanding anything to the contrary contained herein, in the event the mortgage or deed of trust on the Property is insured by FHA or guaranteed by VA any occupancy requirements of FHA and/or VA, as applicable, shall apply and the provisions of this endorsement shall be of no further force and effect as to the Property.

1.8 No Unreasonable Restraint. The purpose of this Section is to comply with Seller's intention to sell homes only to persons who intend to occupy them as their Residences; to obtain a stabilized community of owner-occupied homes; and to provide the type of community in which prospective buyers are most interested in living. Buyer agrees that the provisions and restrictions set forth in this Section do not constitute an unreasonable restraint upon alienation of the Property, and that the liquidated damages provisions in Sections 1.3 and 1.4 are not a penalty or a forfeiture.

[Signature] Initials *[Signature]*

1.9 Survival. The rights and duties pursuant to this Section shall survive Closing and remain in full force and effect in accordance with its terms.

THIS ENDORSEMENT TO AGREEMENT OF SALE is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

BUYER: *[Signature]* *Alisha Hatch* *12/13/14*
DATE *12/13/14*
BUYER: *[Signature]* *Mitch Hatch* *12/13/14*
DATE *12/13/14*
SELLER: *[Signature]* *Jake Lucero* *12/13/14*
DATE *12/13/14*



WASHOE COUNTY RECORDER

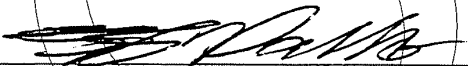
OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.


Signature


Date


Printed Name

Exhibit “5”

FILED
Electronically
CV21-00246
2021-02-10 11:36:17 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8289076 : yvilorla

Exhibit “5”

6154533

ENDORSEMENT TO AGREEMENT OF SALE

ENDORSEMENT TO AGREEMENT OF SALE between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer") of House No. 9845 Firefoot Lane, Reno, NV, 89521 Lot No. 0055 in the community of Estates at Saddle Ridge (the "Agreement").

NOTWITHSTANDING anything contained in the Agreement to the contrary, Buyer and Seller further agree as follows:

Assignment - Deletion of Buyer at Closing

Buyers desire to remove Kari Johnson from the Agreement at closing. Seller agrees that at closing, Kari Johnson shall be removed from the Agreement and not referenced in any conveyance documents; provided both Kari Johnson and Michael Hatch and Alisha Hatch shall remain liable for the full performance of the Agreement, including closing.

THIS ENDORSEMENT is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

BUYER:	<u>Kari Johnson</u>	DATE:	<u>7/29/15</u>
BUYER:	<u>Michael Hatch</u>	DATE:	<u>7/29/15</u>
SELLER:	<u>Alisha Hatch</u>	DATE:	<u>7/29/15</u>

Page 1 of 1

Exhibit “6”

FILED
Electronically
CV21-00246
2021-02-10 11:36:17 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8289076 : yvilorla

Exhibit “6”

DOC #4982284

12/13/2019 12:54:15 PM
Electronic Recording Requested By
TICOR TITLE - FERNLEY
Washoe County Recorder
Kalie M. Work
Fee: \$41.00 RPTT: \$0
Page 1 of 18

Assessor's Parcel No.: 141-254-09

Recording Requested by:
GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION
When Recorded Mail To:
GUILD MORTGAGE COMPANY - ATTN: DMD

5898 COPLEY DRIVE
SAN DIEGO, CA 92111

Mail Tax Statement To:
MICHAEL HATCH
9845 FIREFOOT
RENO, NV 89521

[Space Above This Line For Recording Data]

Loan No.: 156-2017268

MIN: 100019915620172680

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 9, 2019, together with all Riders to this document.

(B) "Borrower" is MICHAEL HATCH AND Alisha Hatch, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. Borrower is the trustor under this Security Instrument.

Nevada Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument
The Compliance Source, Inc.

Page 1 of 15

MERS Modified Form 3029 1/01

Modified by Compliance Source 14301NV 10/05 Rev. 11/15

©2005-2015, The Compliance Source, Inc.



JA_00050

(C) "Lender" is GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION. Lender is a corporation organized and existing under the laws of CALIFORNIA. Lender's address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111.

(D) "Trustee" is GUILD ADMINISTRATION CORP, A CALIFORNIA CORPORATION.

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

(F) "Note" means the promissory note signed by Borrower and dated December 9, 2019. The Note states that Borrower owes Lender Two Hundred Fifty Nine Thousand and 00/100ths Dollars (U.S. \$259,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2050.

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

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

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

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

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

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

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

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



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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of
[Type of Recording Jurisdiction]

WASHOE
[Name of Recording Jurisdiction]

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF WASHOE, STATE OF NEVADA, DESCRIBED AS FOLLOWS. LOT 55 OF DAMONTE RANCH VILLAGE 11D, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON APRIL 3, 2014, AS FILE NO. 4341161, OFFICIAL RECORDS, TRACT MAP NO. 5071. APN: 141-254-09

which currently has the address of 9845 FIREFOOT LN

[Street]

RENO
[City]

, Nevada 89521
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

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

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



3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground



rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction,



provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's



interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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



takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the



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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first-class mail or when actually delivered to Borrower's notice address if sent by other



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

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

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

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

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

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

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

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



check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private



party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender at its option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.


25. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$100 where no credit checks are required, the greater of \$400 or 1% of unpaid principal balance of the mortgage - up to a maximum of \$900 - if the change of ownership requires credit approval of the new mortgagor; or any maximum prescribed by Applicable Law or Regulations.



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



MICHAEL HATCH (Seal)
-Borrower
[Printed Name]



Alisha Hatch (Seal)
-Borrower
[Printed Name]

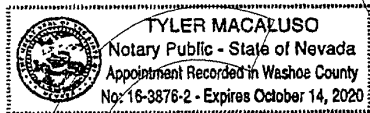
(Seal)
-Borrower
[Printed Name]

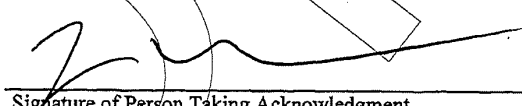
(Seal)
-Borrower
[Printed Name]

ACKNOWLEDGMENT

State of Nevada
County of Washoe

The foregoing instrument was acknowledged before me on Dec 9, 2019 by MICHAEL HATCH.





Signature of Person Taking Acknowledgment
Printed Name Tyler Macaluso
Title or Rank N/A
Serial Number, if any: 16-3876-2
My Commission Expires: 10/14/2020



ACKNOWLEDGMENT

State of *Nevada*
County of *Washoe*

§
§
§

The foregoing instrument was acknowledged before me on *Dec 9, 2019* by *Alisha Hatch*.



Signature of Person Taking Acknowledgment

Printed Name

Title or Rank

Serial Number, if any:

My Commission Expires:

(Seal)

Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274
Individual Loan Originator's Name: AMANDA ROCHELLE REA, NMLSR ID: 398184



Loan Originator Organization: GUILD MORTGAGE COMPANY, NMLSR ID: 3274
Individual Loan Originator's Name: AMANDA ROCHELLE REA, NMLSR ID: 398184
Loan No.: 156-2017268
MIN: 100019915620172680

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 9th day of December, 2019, 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 GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

9845 FIREFOOT LN, RENO, NV 89521

[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 Declaration of Covenants, Conditions, and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as:

SOUTH MEADOWS

[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

Multistate PUD Rider—Single Family—Fannie Mae/Freddie Mac Uniform Instrument
The Compliance Source, Inc. Page 1 of 3

Form 3150 1/01
14501MU 08/00 Rev. 11/15
©2000-2015, The Compliance Source, Inc.



the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

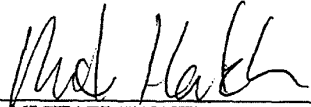
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial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




the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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


MICHAEL HATCH (Seal)
-Borrower


Alisha Hatch (Seal)
-Borrower

(Seal) (Seal)
-Borrower -Borrower

[Sign Original Only]



1 1935
2 CLAYTON P. BRUST, ESQ.
3 Nevada State Bar No. 5234
4 STEFANIE T. SHARP, ESQ.
5 Nevada State Bar No. 8661
6 ROBISON, SHARP, SULLIVAN & BRUST, LTD.
7 a Professional Corporation
8 71 Washington Street
9 Reno, Nevada 89503
10 Telephone: (775) 329-3151
11 Facsimile: (775) 329-7169
12 Email: ssharp@rssblaw.com

13 *Attorneys for Plaintiff Kari Anne Johnson*

14
15 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
16
17 **IN AND FOR THE COUNTY OF WASHOE**

18 KARI ANNE JOHNSON, an individual,
19 Plaintiff,

CASE NO.: CV21-00246

DEPT. NO.: 8

20 vs.

21 MICHAEL EDWARD HATCH, an
22 individual; ALISHA SUZANNE HATCH, an
23 individual; and DOES I THROUGH X,
24 inclusive;

25 Defendants.

26 **NOTICE OF PENDENCY OF ACTION (LIS PENDENS)**

27 NOTICE IS HEREBY GIVEN that an action effecting title and possession of the real
28 property and improvements identified herein below (collectively the "Real Property") has been
initiated by Plaintiff, KARI ANNE JOHNSON ("Plaintiff"). In the Verified Complaint for Breach
of Contract, Demand on Loan, Unjust Enrichment, Fraud, Equitable Lien, Constructive Trust, and
Injunctive Relief Plaintiff is asserting claims affecting the title or possession of the Real Property
against the Defendants MICHAEL EDWARD HATCH and ALISHA SUZANNE HATCH.

The Real Property affected by this action is situate in the County of Washoe, State of
Nevada, APN: 141-254-09, is commonly known as 9845 Firefoot Lane, Reno, Nevada and is more
particularly described as follows:

1 Lot 55 of DAMONTE RANCH VILLAGE 11D, according to the map thereof,
2 filed in the Office of the County Recorder of Washoe County, State of Nevada, on
3 April 3, 2014, as File No. 4341181, Official Records, Tract Map No. 5071.

4 More Commonly Known as 9845 Firefoot Lane, Reno, Nevada
5 Assessor's Parcel No. 141-254-09

6 **AFFIRMATION**
7 **Pursuant to NRS 239B.030**

8 The undersigned does hereby affirm that this document does not contain the social security
9 number of any person.

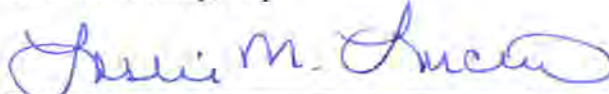
10 DATED: This 10th day of February 2021.

11 ROBISON, SHARP, SULLIVAN & BRUST, LTD.
12 a Professional corporation
13 71 Washington Street
14 Reno, NV 89503

15 BY 
16 CLAYTON P. BRUST, ESQ.
17 STEFANIE T. SHARP, ESQ.
18 Attorneys for Plaintiff Kari Anne Johnson

19 STATE OF NEVADA)
20) ss.
21 COUNTY OF WASHOE)

22 SUBSCRIBED and SWORN to before me
23 this 10th day of February 2021 by
24 Stefanie T. Sharp, Esq.

25 

26 NOTARY PUBLIC
27
28

4085
STEFANIE T. SHARP, ESQ.
Nevada State Bar No. 8661
CLAYTON P. BRUST, ESQ.
Nevada State Bar No. 5234
ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional Corporation
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7169
Email: ssharp@rssblaw.com

Attorneys for Plaintiff Kari Anne Johnson

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual,
Plaintiff,

CASE NO.: CV21-00246

DEPT. NO.: 8

vs.

MICHAEL EDWARD HATCH, an individual;
ALISHA SUZANNE HATCH, an individual;
and DOES I THROUGH X, inclusive;

Defendants.

SUMMONS – COMPLAINT

TO THE DEFENDANT: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN 21 CALENDAR DAYS. READ THE INFORMATION BELOW VERY CAREFULLY.

A civil complaint or petition has been filed by the Plaintiff against you for the relief as set forth in that document (see Complaint or Petition). When service is by publication, add a brief settlement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b).

The object of this action is: ***Breach of Contract, Demand on Loan, Unjust Enrichment, Fraud, Equitable Lien, Constructive Trust, and Injunctive Relief.***

1. If you intend to defend this lawsuit, you must do the following within 21 calendar days after service of this Summons, exclusive of the day of service:
 - a. File with the Clerk of Court, whose address is shown below, **a formal written Answer** to the Complaint or Petition, along with the appropriate filing fees, in accordance with the Rules of the Court; and

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b. Serve a copy of your Answer upon the attorney or Plaintiff whose name and address is shown below.

2. Unless you respond, a default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint or Petition.

DATED this 10th day of February 2021.

Issued on behalf of Plaintiff's attorneys:
Stefanie T. Sharp, Esq.
Clayton P. Brust, Esq.
Robison, Sharp, Sullivan & Brust, Ltd.
71 Washington Street
Reno, NV 89503
(775) 329-3151

JACQUELINE BRYANT, CLERK OF THE COURT

By: /s/ CHERYL SULEZICH
Deputy Clerk
Second Judicial District
75 Court Street, Reno, NV 89501



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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE, STATE OF NEVADA**

**AFFIRMATION
Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document, _____
Summons - Complaint

(Title of Document)

filed in case number: CV21-00246

☒ Document does not contain the social security number of any person

-OR-

☐ Document contains the social security number of a person as required by:

☐ A specific state or federal law, to wit:

(State specific state or federal law)

-or-

☐ For the administration of a public program

-or-

☐ For an application for a federal or state grant

-or-

☐ Confidential Family Court Information Sheet
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: February 19, 2021

/s/ Stefanie T. Sharp
(Signature)

Stefanie T. Sharp
(Print Name)

Plaintiff
(Attorney for)

1067
Robison, Sharp, Sullivan & Brust
Stefanie T. Sharp, Esq.
71 Washington St.
Reno, NV 89503
State Bar No.: 8661
Attorney(s) for: Plaintiff(s)

SECOND JUDICIAL DISTRICT COURT
WASHOE COUNTY, NEVADA

Case No.: CV2100246

Dept. No.: 4

Kari Anne Johnson, an individual
vs
Michael Edward Hatch, an individual; et al

Plaintiff(s)

Date:
Time:

Defendant(s)

AFFIDAVIT OF SERVICE

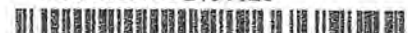
Anette Gerning Christensen, being duly sworn deposes and says: That at all time herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the: Summons-Complaint; Verified Complaint; Case Assignment Notification; Order of Recusal of Presiding Judge and For Reassignment ; Notice of Pendency of Action (Lis Pendens) on the 17th day of February, 2021 and served the same on the 17th day of February, 2021 at 11:45AM upon Michael Edward Hatch, an individual at 9845 Firefoot Ln., Reno, NV 89521 by leaving with the Security Guard, Rita at the entrance to the secured residential area known as 9845 Firefoot Ln., Reno, NV 89521 as provided for under NRS 14.090(1)(a), as entry was denied by the Security / Gate Guard named above. Affiant does hereby affirm under penalty of perjury that the assertions of this affidavit are true.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.
Executed on this 17th day of February, 2021.



Anette Gerning Christensen
#R-2021-00798

Legal Process Service License #604
WorkOrderNo 2101120



1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCp 5(b), I certify that I am an employee of ROBISON, SHARP,
3 SULLIVAN & BRUST, and that on this date I caused to be served a true copy of **Summons-
4 Complaint, Verified Complaint, Case Assignment Notification, Order of Recusal of
Presiding Judge and For Reassignment, Notice of Pendency of Action (Lis Pendens)** on all
5 parties to this action by the method(s) indicated below:

6 x by placing true copy thereof in a sealed envelope, with sufficient postage
7 affixed thereto, in the United States mail at Reno, Nevada, addressed to:

8 Michael Edward Hatch
9 9845 Firefoot Lane
Reno, NV 89521

10 by using the Court's CM/ECF Electronic Notification System addressed to:

11 by personal delivery/hand delivery addressed to:

12 by facsimile (fax) addressed to:

13 by Federal Express/UPS or other overnight delivery addressed to:

14
15 DATED: This 19th day of February 2021.

16
17 /s/ Leslie M. Lucero
18 Employee of Robison, Sharp, Sullivan & Brust

4085
STEFANIE T. SHARP, ESQ.
Nevada State Bar No. 8661
CLAYTON P. BRUST, ESQ.
Nevada State Bar No. 5234
ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional Corporation
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7169
Email: ssharp@rssblaw.com

Attorneys for Plaintiff Kari Anne Johnson

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual,
Plaintiff,

CASE NO.: CV21-00246

DEPT. NO.: 8

vs.

MICHAEL EDWARD HATCH, an individual;
ALISHA SUZANNE HATCH, an individual;
and DOES I THROUGH X, inclusive;

Defendants.

SUMMONS – COMPLAINT

TO THE DEFENDANT: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND IN WRITING WITHIN 21 CALENDAR DAYS. READ THE INFORMATION BELOW VERY CAREFULLY.

A civil complaint or petition has been filed by the Plaintiff against you for the relief as set forth in that document (see Complaint or Petition). When service is by publication, add a brief settlement of the object of the action. See Nevada Rules of Civil Procedure, Rule 4(b).

The object of this action is: ***Breach of Contract, Demand on Loan, Unjust Enrichment, Fraud, Equitable Lien, Constructive Trust, and Injunctive Relief.***

1. If you intend to defend this lawsuit, you must do the following within 21 calendar days after service of this Summons, exclusive of the day of service:
 - a. File with the Clerk of Court, whose address is shown below, a **formal written Answer** to the Complaint or Petition, along with the appropriate filing fees, in accordance with the Rules of the Court; and

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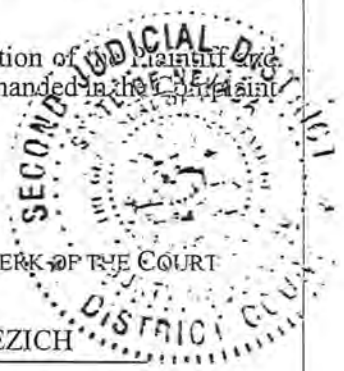
- b. Serve a copy of your Answer upon the attorney or Plaintiff whose name and address is shown below.
2. Unless you respond, a default will be entered upon application of the Plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint or Petition.

DATED this 10th day of February 2021.

Issued on behalf of Plaintiff's attorneys:
Stefanie T. Sharp, Esq.
Clayton P. Brust, Esq.
Robison, Sharp, Sullivan & Brust, Ltd.
71 Washington Street
Reno, NV 89503
(775) 329-3151

JACQUELINE BRYANT, CLERK OF THE COURT

By: /s/ CHERYL SULEZICH
Deputy Clerk
Second Judicial District
75 Court Street, Reno, NV 89501



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**SECOND JUDICIAL DISTRICT COURT
COUNTY OF WASHOE, STATE OF NEVADA**

**AFFIRMATION
Pursuant to NRS 239B.030**

The undersigned does hereby affirm that the preceding document, _____
Summons - Complaint

(Title of Document)

filed in case number: CV21-00246



Document does not contain the social security number of any person

-OR-



Document contains the social security number of a person as required by:



A specific state or federal law, to wit:

(State specific state or federal law)

-or-



For the administration of a public program

-or-



For an application for a federal or state grant

-or-



Confidential Family Court Information Sheet
(NRS 125.130, NRS 125.230 and NRS 125B.055)

Date: February 19, 2021

/s/ Stefanie T. Sharp
(Signature)

Stefanie T. Sharp
(Print Name)

Plaintiff
(Attorney for)

1067

Robison, Sharp, Sullivan & Brust
Stefanie T. Sharp, Esq.
71 Washington St.
Reno, NV 89503
State Bar No.: 8661
Attorney(s) for: Plaintiff(s)

SECOND JUDICIAL DISTRICT COURT
WASHOE COUNTY, NEVADA

Case No.: CV2100246

Dept. No.: 4

Kari Anne Johnson, an individual

vs

Plaintiff(s)

Michael Edward Hatch, an individual; et al

Defendant(s)

Date:

Time:

AFFIDAVIT OF SERVICE

Anette Gerning Christensen, being duly sworn deposes and says: That at all time herein affiant was and is a citizen of the United States, over 18 years of age and not a party to or interested in the proceeding in which this affidavit is made. The affiant received 1 copy(ies) of the: Summons-Complaint; Verified Complaint; Case Assignment Notification; Order of Recusal of Presiding Judge and For Reassignment; Notice of Pendency of Action (Lis Pendens) on the 17th day of February, 2021 and served the same on the 17th day of February, 2021 at 11:45AM upon Alisha Suzanne Hatch, an individual at 9845 Firefoot Ln., Reno, NV 89521 by leaving with the Security Guard, Rita at the entrance to the secured residential area known as 9845 Firefoot Ln., Reno, NV 89521 as provided for under NRS 14.090(1)(a), as entry was denied by the Security / Gate Guard named above. Affiant does hereby affirm under penalty of perjury that the assertions of this affidavit are true.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.
Executed on this 17th day of February, 2021.



Anette Gerning Christensen

#R-2021-00798

Legal Process Service License #604

WorkOrderNo 2101123



1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCp 5(b), I certify that I am an employee of ROBISON, SHARP,
3 SULLIVAN & BRUST, and that on this date I caused to be served a true copy of **Summons-**
4 **Complaint, Verified Complaint, Case Assignment Notification, Order of Recusal of**
5 **Presiding Judge and For Reassignment, Notice of Pendency of Action (Lis Pendens)** on all
parties to this action by the method(s) indicated below:

6 x by placing true copy thereof in a sealed envelope, with sufficient postage
affixed thereto, in the United States mail at Reno, Nevada, addressed to:

7 Alisha Suzanne Hatch
8 9845 Firefoot Lane
9 Reno, NV 89521

10 by using the Court's CM/ECF Electronic Notification System addressed to:

11 by personal delivery/hand delivery addressed to:

12 by facsimile (fax) addressed to:

13 by Federal Express/UPS or other overnight delivery addressed to:

14
15 DATED: This 19th day of February 2021.

16
17 /s/ Leslie M. Lucero
18 Employee of Robison, Sharp, Sullivan & Brust

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 **2520**
2 Mark G. Simons, Esq. (SBN 5132)
3 Anthony L Hall, Esq. (SBN 5977)
4 SIMONS HALL JOHNSTON PC
5 6490 S. McCarran Blvd., Ste. F-46
6 Reno, Nevada 89509
7 Telephone: (775) 785-0088
8 Facsimile: (775) 785-0087
9 Email: MSimons@SHJNevada.com
10 AHall@SHJNevada.com

11 *Attorneys for Defendants*

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IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual;

Plaintiffs,

v.

MICHAEL EDWARD HATCH, an
individual; ALISHA SUZANNE HATCH, an
individual; and DOES I to X, inclusive

Defendants.

CASE NO.: CV21-00246

DEPT. NO.: 8

NOTICE OF APPEARANCE

TO ALL INTERESTED PARTIES, please take notice that Mark G. Simons, of
Simons Hall Johnston PC, hereby gives notice of his appearance as counsel of record
along with Anthony Hall, of Simons Hall Johnston PC, on behalf of Defendants Michael
Edward Hatch and Alisha Suzanne Hatch in the above-entitled action.

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SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 **AFFIRMATION:** This document does not contain the social security number of any
2 person.

3 DATED this 4th day of March, 2021.
4

5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, NV 89509

8 By: _____

9 MARK G. SIMONS
10 ANTHONY L. HALL
11 Attorneys for Defendants

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **NOTICE OF APPEARANCE** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 4th day of March, 2021.


Employee of Simons Hall Johnston PC

1 **3845**
2 Mark G. Simons, Esq. (SBN 5132)
3 Anthony L Hall, Esq. (SBN 5977)
4 SIMONS HALL JOHNSTON PC
5 6490 S. McCarran Blvd., Ste. F-46
6 Reno, Nevada 89509
7 Telephone: (775) 785-0088
8 Facsimile: (775) 785-0087
9 Email: MSimons@SHJNevada.com
10 AHall@SHJNevada.com

11 *Attorneys for Defendants*

12
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IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual;
Plaintiffs,

CASE NO.: CV21-00246

DEPT. NO.: 4

v.

MICHAEL EDWARD HATCH, an
individual; ALISHA SUZANNE HATCH, an
individual; and DOES I to X, inclusive

Defendants.

REQUEST FOR HEARING PURSUANT TO NRS 14.015

Pursuant to NRS 14.015, Defendants Michael Edward Hatch and Alisha Suzanne Hatch (the "Hatches"), by and through their attorney MARK G. SIMONS of SIMONS HALL JOHNSTON PC, hereby request this Court set a hearing on their Emergency Motion to Expunge Lis Pendens which is being filed contemporaneously herewith.

On February 10, 2021, Plaintiff filed her Verified Complaint and Notice of Pendency of Action (Lis Pendens). The Notice of Pendency of Action was also recorded

1 with the Washoe County Recorder on February 10, 2021. Service was completed upon
2 Defendants on February 17, 2021.

3 NRS 14.015 states:

4 1. After a notice of pendency of an action has been recorded with the
5 recorder of the county, the defendant, . . . , may request that the court hold a
6 hearing on the notice, and such a hearing must be set as soon as is
7 practicable, taking precedence over all other civil matters except a motion
8 for a preliminary injunction.

9 2. Upon 15 days' notice, the party who recorded the notice of pendency of
10 the action must appear at the hearing and, through affidavits and other
11 evidence which the court may permit, establish to the satisfaction of the
12 court that:

13 . . .

14 As a result, it is requested that a hearing be set on the Motion to Expunge at the
15 Court's earliest convenience upon 15 days' notice pursuant to NRS 14.015(1), (2).

16 **AFFIRMATION**: This document does not contain the social security number of any
17 person.

18 DATED this 5th day of March, 2021.

19 SIMONS HALL JOHNSTON PC
20 6490 S. McCarran Blvd., Ste. F-46
21 Reno, NV 89509

22 By: 

23 MARK G. SIMONS

24 ANTHONY L. HALL

25 Attorneys for Defendants
26
27
28

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE


Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **REQUEST FOR HEARING PURSUANT TO NRS 14.015** on all parties to this action by the method(s) indicated below:

- ☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:
- ☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

- ☐ by personal delivery/hand delivery addressed to:
- ☐ by facsimile (fax) addressed to:
- ☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 5 day of March, 2021.


Employee of Simons Hall Johnston PC

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 **2140**
2 Mark G. Simons, Esq. (SBN 5132)
3 Anthony L Hall, Esq. (SBN 5977)
4 SIMONS HALL JOHNSTON PC
5 6490 S. McCarran Blvd., Ste. F-46
6 Reno, Nevada 89509
7 Telephone: (775) 785-0088
8 Facsimile: (775) 785-0087
9 Email: MSimons@SHJNevada.com
10 AHall@SHJNevada.com

11 *Attorneys for Defendants*

12
13
14
15 **IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**
16 **IN AND FOR THE COUNTY OF WASHOE**

17 KARI ANNE JOHNSON, an individual;

18 Plaintiffs,

19 v.

20 MICHAEL EDWARD HATCH, an
21 individual; ALISHA SUZANNE HATCH, an
22 individual; and DOES I to X, inclusive

23 Defendants.

CASE NO.: CV21-00246

DEPT. NO.: 4

24 **EX PARTE MOTION FOR ORDER SHORTENING TIME**

25 Defendants Michael Edward Hatch and Alisha Suzanne Hatch (the "Hatches"), by
26 and through their attorney MARK G. SIMONS of SIMONS HALL JOHNSTON PC, and
27 hereby move this Court for an ex parte order shortening time to respond to the Hatches
28 Motion to Dismiss which is being filed contemporaneously herewith. This Motion is made
pursuant to WDCR 11(3), the following memorandum of points and authorities and the
pleadings and papers on file in this matter.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 DATED this 5th day of March, 2021.

2 SIMONS HALL JOHNSTON PC
3 6490 S. McCarran Blvd., Ste. F-46
4 Reno, NV 89509

5 By: 

6 MARK G. SIMONS
7 ANTHONY L. HALL
8 *Attorneys for Defendants*

9 **MEMORANDUM OF POINTS AND AUTHORITIES**

10 **I. INTRODUCTION.**

11 Pursuant to WDCR 11(3), this Court may grant a motion for an order shortening
12 time "upon a satisfactory showing to the judge that a good faith effort has been made to
13 notify the opposing counsel of the motion." On March 5, 2021, counsel for the Hatches
14 contacted Stefanie Sharp and Clayton Brust, counsel for Plaintiff, to advise the instant
15 Motion is being filed. Counsel for the Hatches will provide an electronic copy of the
16 instant Motion to Plaintiff's counsel via email.

17 **II. CURRENT STATUS OF LITIGATION.**

18 On February 10, 2021, Plaintiff filed her Verified Complaint and Notice of
19 Pendency of Action (Lis Pendens). The Notice of Pendency of Action was also recorded
20 with the Washoe County Recorder on February 10, 2021. Service was completed upon
21 Defendants on February 17, 2021.

22 Hatches have filed their Emergency Motion to Expunge Lis Pendens, wherein it is
23 requested that a hearing be set on the Motion to Expunge upon 15 days' notice pursuant
24 to NRS 14.015. In addition, Hatches have filed their Motion to Dismiss the Complaint in
25 its entirety. The Hatches are requesting the order shortening time for Plaintiff to respond
26
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SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 to their Motion to Dismiss so that all briefing on both the Motion Dismiss and the Motion to
2 Expunge are completed prior to the hearing that will be set on the Motion to Expunge.

3 **VII. CONCLUSION.**

4 Based upon the foregoing, it is requested this Court enter its order shortening time
5 for Plaintiff to respond to the Motion Dismiss to seven (7) days from the date of service.

6 **AFFIRMATION:** This document does not contain the social security number of any
7 person.

8
9 DATED this 5th day of March, 2021.

10 SIMONS HALL JOHNSTON PC
11 6490 S. McCarran Blvd., Ste. F-46
12 Reno, NV 89509

13 By: 

14 MARK G. SIMONS
15 ANTHONY L. HALL
16 *Attorneys for Defendants*

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **EX PARTE MOTION FOR ORDER SHORTENING TIME** on all parties to this action by the method(s) indicated below:

- ☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:
- ☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

- ☐ by personal delivery/hand delivery addressed to:
- ☐ by facsimile (fax) addressed to:
- ☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 5 day of March, 2021.


Employee of Simons Hall Johnston PC

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 **2490**
2 Mark G. Simons, Esq. (SBN 5132)
3 Anthony L Hall, Esq. (SBN 5977)
4 SIMONS HALL JOHNSTON PC
5 6490 S. McCarran Blvd., Ste. F-46
6 Reno, Nevada 89509
7 Telephone: (775) 785-0088
8 Facsimile: (775) 785-0087
9 Email: MSimons@SHJNevada.com
10 AHall@SHJNevada.com

11 *Attorneys for Defendants*

12
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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual;
Plaintiffs,

v.

MICHAEL EDWARD HATCH, an
individual; ALISHA SUZANNE HATCH,
an individual; and DOES I to X, inclusive

Defendants.

CASE NO.: CV21-00246

DEPT. NO.: 4

EMERGENCY MOTION TO EXPUNGE
LIS PENDENS

Defendants Michael Edward Hatch and Alisha Suzanne Hatch (the "Hatches"), by and through their attorney MARK G. SIMONS of SIMONS HALL JOHNSTON PC, hereby move this Court for an order expunging the lis pendens recorded by Plaintiff Kari Anne Johnson ("Johnson") against the Hatches' property on February 10, 2021. This motion is made based upon the pleadings and papers on file herein, the following memorandum of points and authorities, and any oral argument allowed by the Court.

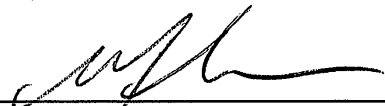
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SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

DATED this 5th day of March, 2021.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509


MARK G. SIMONS, ESQ.
ANTHONY L. HALL, ESQ.
Attorneys for Defendants

MEMORANDUM OF POINTS AND AUTHORITIES

I. BASIS OF MOTION.

A. ILLEGAL LIS PENDENS.

This motion is necessitated by Johnson's abusive and coercive conduct. Although Johnson admits that the dispute between the parties is purely contractual, and the only damages she seeks are monetary, Johnson has improperly filed and recorded a Notice of Lis Pendens (the "Lis Pendens") against the Hatches' property located at 9845 Firefoot Lane, Reno, Nevada 89521 (the "Property"). A copy of the Lis Pendens is attached hereto as **Exhibit 1**. Johnson improperly filed and recorded the Lis Pendens solely to harass the Hatches and to place an illegal cloud upon the Hatches' Property.

B. WHY RELIEF IS NECESSARY.

As this motion demonstrates, Johnson has improperly recorded the Lis Pendens against the Property. As detailed herein and in the accompanying Motion to Dismiss, Johnson's Verified Complaint ("Complaint") must be dismissed in total. The only viable claim asserted by Johnson that is not barred by the applicable statute of limitations is simply a breach of contractual claim for which an adequate "legal" remedy is available. However, the Court does not have subject matter jurisdiction over the breach of contract

1 claim because the monetary damages do not reach the jurisdictional threshold of
2 \$15,000.00, therefore, the Complaint must be dismissed in its entirety.

3 Nevada law clearly precludes a lis pendens from being used as a prejudgment
4 attachment. Johnson's Complaint freely admits that Johnson is using the Lis Pendens as
5 an illegal and improper prejudgment collection device which is precluded by law. Comp.,
6 ¶53 (seeking remedies against the Property because "[T]he Property is believed to be the
7 only possible source of repayment of the Loan.") As demonstrated herein, the facts and
8 law are undisputed and Johnson's Complaint must be dismissed and the Lis Pendens
9 must be expunged.
10

11 **II. STATEMENT OF RELEVANT FACTS.**

12 This basic facts of this case as alleged are as follows. In 2014, approximately
13 seven (7) years ago, Johnson claims that she entered into a Purchase and Sale Contract
14 ("PSA") with the Hatches to jointly purchase a residence with them. Comp., ¶10.
15 Johnson then claims that the Hatches wrongfully took her name off of the PSA so that her
16 name would not be on the deed to the property. Id., ¶¶11, 14, 15. Johnson admits that
17 the deed in this action clearly and unambiguously does not include her name as an
18 alleged co-owner. Id., ¶¶14-15.
19

20 **A. THE NOTE: Installment Contract and is Unsecured.**

21 Johnson also alleges that as part of this transaction, Hatches entered into an
22 unsecured "Note" payable to Johnson dated September 9, 2015. Id., ¶12. Johnson
23 attached a copy of the Note to her Complaint as Exhibit 2 and states under the penalty of
24 perjury that the Note attached to the complaint is a "true and correct copy" of the Note.
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1 Id., ¶12.¹ Of dispositive import, Johnson admits the Note is an unsecured note and that it
2 is an installment contract with no acceleration clause. Id. ¶20. Because Johnson asserts
3 the Note is a simple installment contract with no acceleration clause, as a matter of law,
4 suit can only be brought on each installment payment as and when it becomes due. As
5 alleged, only \$5,614.40 was alleged owed at the time of filing the Complaint.
6

7 **B. THE DEED: Recorded on August 6, 2015.**

8 Johnson's Complaint also attaches a copy of the Deed she claims wrongfully did
9 not include her as an owner. Id., ¶14. Johnson again affirms under the penalty of perjury
10 that the Deed attached to her Complaints is a "true and correct copy" of the Deed. Id.
11

12 The Deed was recorded with the Washoe County Recorder's Office as Document
13 Number 4500519 and was recorded on August 6, 2015. Id.; Comp., Exh. 4 (emphasis
14 added). The Court is empowered to take judicial notice of the existence and contents of
15 the Deed. *Fierle v. Perez*, 125 Nev. 728, 219 P.3d 906, 912 (2009) ("we may take judicial
16 notice of . . . matters of public record").²

17 **C. THE COMPLAINT: Filed on February 10, 2021.**

18 Johnson filed her Complaint on February 10, 2021. The Complaint was filed 5
19 years, 6 months and 4 days after the recordation of the Deed.³
20

21 ///
22

23 ¹ Comp., p. 11, Verification ("KARI ANNE JOHNSON, being first duly sworn, deposes and
24 says under the penalty of perjury . . .").

25 ² *Overruled on other grounds in Egan v. Chambers*, 129 Nev. 239, 299 P.3d 364 (2013).

26 ³ The Court can take judicial notice of this calculation. NRS 47.130(2)(b) ("A judicially
27 noticed fact must be . . . capable of accurate and ready determination by resort to sources
28 whose accuracy cannot reasonably be questioned so that the fact is not subject to
reasonable dispute.").

1 **III. JOHNSON'S CLAIMS MUST ALL BE DISMISSED AS A MATTER OF LAW.**

2 Johnson has asserted the following claims. The fatal defect of each claim is also
3 identified below.

4 1. **1st Claim:** breach of contract on the Note.

5 **Fatal Defect:** a. Damage amount does not trigger this
6 Court's subject matter jurisdiction. Claim
7 asserts damages in the amount of
8 \$5,614.40 plus interest which amount is
9 not within the subject matter jurisdiction of
this Court and this claim must be
dismissed.⁴

10 2. **2nd Claim:** captioned "Demand on the Loan Documents":

11 **Fatal Defect:** a. The law does not recognize a claim for
12 "demand on loan documents". See
13 **Exhibit 2.**⁵
14 b. Further, this claim is facially duplicative of
15 the breach of contract claim, and, as
16 such, must be stricken.⁶
17 c. Even if considered as a viable claim, it is
18 not within this court's subject matter
19 jurisdiction.

20 3. **3rd Claim:** Unjust Enrichment:

21 **Fatal Defects:** a. Barred by statute of limitations.
22 b. Barred by breach of contract claim
23 on Note.

24 ⁴ See NRCP 12(b)(1) ("lack of subject matter jurisdiction" may be brought by motion).

25 ⁵ Exhibit 2 attached hereto contains multiple printouts from Westlaw demonstrating "No
26 Results" for an alleged claim or cause of action captioned "Demand on Loan Documents".
27 Numerous iterations of this verbiage was used demonstrating that whatever is alleged is
28 not a legally recognized claim for relief. Hatches request the Court take judicial notice of
Exhibit 2's contents. NRS 47.130(2)(b) ("a fact is subject to judicial notice if it is . . .
capable of accurate and ready determination by resort to sources whose accuracy cannot
reasonably be questioned, so that the fact is not subject to reasonable dispute.").

⁶ See NRCP 12(f) ("redundant [and] immaterial" matters are to be stricken from a pleading.")

1 4. **4th Claim: Fraud in the Inducement:**

2 **Fatal Defects:** a. Barred by statute of limitations.

3 5. **5th Claim: Equitable Lien**

4 **Fatal Defects:** a. Barred by statute of limitations.
5 b. Barred because an equitable lien
6 is a remedy—not a claim.

7 6. **6th Claim: Constructive Trust:**

8 **Fatal Defects:** a. Barred by statute of limitations.
9 b. Barred because a constructive trust
10 is a remedy—not a claim.

11 7. **7th Claim: Injunctive Relief:**

12 **Fatal Defects:** a. Barred by statute of limitations.
13 b. Barred because an injunction
14 is a remedy—not a claim.

15 The motion must be granted because all claims except the 1st claim are barred by
16 the applicable statutes of limitations. *Kellar v. Snowden*, 87 Nev. 488, 491, 489 P.2d 90,
17 92 (1971) ("When the defense of the statute of limitations appears from the complaint itself
18 a motion to dismiss is proper."). With regard to the 1st claim, even though the breach of
19 contract claim is filed within the applicable six (6) year statute of limitation, the claim fails
20 to trigger this Court's subject matter jurisdiction threshold and must also be dismissed as a
21 matter of law. NRCP 12(b)(1) ("lack of subject matter jurisdiction" grounds for dismissal).

22 **A. RECORDATION OF THE DEED STARTS THE RUNNING OF THE**
23 **STATUTE OF LIMITATIONS ON ALL JOHNSON'S CLAIMS AS A**
24 **MATTER OF LAW.**

25 "A cause of action 'accrues' when a suit may be maintained thereon." *Clark v.*
26 *Robison*, 113 Nev. 949, 951, 944 P.2d 788, 789 (1997) (internal citation omitted). The
27 recordation of the Deed started the statute of limitations on all of Johnson's claims. As
28 stated by the United States Supreme Court in 1834, when a deed is recorded the

1 existence and content of the deed's is disclosed to the world and is deemed as a matter
2 of law to impart notice to the entire world of the existence and contents of the deed. In
3 *Dick v. Balch*, 33 U.S. 30, 38, 8 L. Ed. 856 (1834), the United States Supreme Court held:

4 **The mortgage deed was recorded, and this is considered in law, as**
5 **notice to all the world, and dispenses with the necessity of personal**
6 **notice to purchasers. A deed cannot with any propriety be said to be**
7 **concealed, which is placed upon the public record**

8 Id. (emphasis added).

9 Nevada law, along with the entire law of the United States, is clear, that as a
10 matter of law, the recordation of a deed starts the statute of limitations relating to all
11 Johnson's claims arising out of or relating to the transaction involving the Deed. Again,
12 this is because, as a matter of law, the recordation of a deed places the entire world,
13 including Johnson, on notice of the existence and contents of the Deed.⁷

14 In *Bemis v. Bemis*, 114 Nev. 1021, 1026, fn.2, 967 P.2d 437, 441 fn. 2 (1998) the
15 Nevada Supreme Court reiterated the **"well-known principal that the public recording**
16 **of real estate deeds constitutes constructive notice of the transaction"**. (Emphasis
17

18
19
20
21 ⁷ This rule of law is well-known and has been established for over a hundred and fifty
22 years. Although string-cites are commonly disfavored, given the applicability and
23 dispositive nature of this rule of law, and the following string cite is provided
24 demonstrating the obvious baseless nature of Johnson's Complaint. See e.g., *United*
25 *States v. Owens*, 2018 WL 7075599, at *3 (W.D. Tenn. Sept. 21, 2018) ("A recorded deed
26 is indeed notice to the world as to the true owner of a piece of property."); *Bushlow v.*
27 *MTC Fin.*, 2018 WL 3744022, at *6 (N.D. Cal. Aug. 7, 2018) ("the recordation of a deed
28 operates as constructive notice to the world."); *Smith v. Jones*, 37 Kan. 292, 15 P. 185,
187 (1887) (when deed was recorded it was "thereafter being notice to all the world . . .
."); *Vaughan v. Greer*, 38 Tex. 530, 530 (1873) ("Any deed duly recorded is notice to the
world of whatever it contains"); *Ott v. Ott's Adm'r*, 1867 WL 3569, at *1 (Ky. Nov. 21,
1867) (recordation of deed "was constructive notice to the whole world in whom the legal
title was vested").

1 added).⁸ More recently, in *Edelstein v. Bank of New York Mellon*, 128 Nev. 505, 519, 286
2 P.3d 249, 259 (2012), the Nevada Supreme Court reiterated: "In Nevada, the purpose of
3 recording a beneficial interest under a deed of trust is to provide 'constructive notice . . .
4 to all persons.'" (citation omitted). The reason Nevada imposes a bright line rule that
5 holds a party is deemed to have discovered a cause of action relates to Nevada's
6 recording statute NRS 111.320 which states that every recorded deed "**impart[s] notice**
7 **to all persons of the contents thereof . . .**" (Emphasis added).

9 Accordingly, Nevada law is well established that as a matter of law the recordation
10 of the Deed on August 6, 2015, imposed constructive notice upon Johnson of the
11 contents and existence of the Deed and triggered the commencement of all applicable
12 statutes of limitations. See e.g. *Cumming v. San Bernardino Redev. Agency*, 101
13 Cal.App.4th 1229, 125 Cal.Rptr.2d 42, 46 (Cal. Ct. App. 2002) (if the facts giving rise to
14 the cause of action are matters of public record then "[t]he public record gave notice
15 sufficient to start the statute of limitations running.").

17 Dismissal of Johnson's 3rd through 7th claims are, therefore, required as a matter of
18 law because as a matter of well-known and well-established law, Johnson had
19 constructive notice of any claims regarding the Property beginning as of August 6, 2015
20 when the Deed was recorded. As discussed below, claims 3 through 7 have, at best, a
21 four (4) year statute of limitations and are barred in total. *Bemis v. Bemis*, 114 Nev. 1021,
22 967 P.2d 437, 439 (1998) ("A court can dismiss a complaint for failure to state a claim
23 upon which relief can be granted if the action is barred by the statute of limitations.").

25
26 ⁸ This well-known bright line rule of law that the recording of a real estate deed constitutes
27 constructive notice of the transaction was previously articulated in *Allen v. Webb*, 87 Nev.
28 261, 270, 485 P.2d 677, 682 (1971). Consequently, this rule of law has been "well-
known" in Nevada jurisprudence for at least fifty years.

1 Claims 1 and 2 are also subject to dismissal due to lack of subject matter jurisdiction.

2 The reasons are detailed below.

3 **B. 1ST CLAIM "BREACH OF NOTE" BARRED.**

4 Johnson's 1st claim asserts a claim for breach of contract. Because the Note is a
5 written document, this claim has a six (6) year statute of limitations. NRS 11.190(1)(b)
6 (setting a four year statute of limitations for "[a]n action upon a contract, obligation or
7 liability founded upon an instrument in writing . . ."). However, even though this breach
8 of contract claim has been brought within the statute of limitation, this Court lacks subject
9 matter jurisdiction due to the failure to satisfy this Court's monetary threshold.

10 **1. The Note Is An Installment Contract.**

11 Johnson has alleged that the Note is an installment contract and the terms of the
12 Note demonstrate conclusively it is an installment contract. Comp., ¶¶13, 27. Under an
13 installment contract, only those amounts due each month are owed. Therefore, for each
14 payment that is missed, a new cause of action commences. *Metromedia Co. v. Hartz*
15 *Mountain Assoc.*, 655 A.2d 1379, 1381 (N.J. 1995) ("In an installment contract a new
16 cause of action arises from the date each payment is missed. . . . a plaintiff may sue for
17 each breach only as it occurs, and the statute of limitations begins to run at that time."
18 (citations omitted)); *F.D. Stella Prod. Co. v. Scott*, 875 S.W.2d 462, 466 (Tx. Ct. App.
19 1994) ("when periodic payments are required to be made, each failure to pay creates a
20 new cause of action.").

21 Accordingly, because the Note is an installment contract only amounts that
22 arguably are due are the January, February and March payments of \$2,807.20 per
23 month, for a total due of \$8,421.60 as of the date of filing this Motion. *Clayton v. Gardner*,
24 107 Nev. 468, 470, 813 P.2d 997, 999 (1991) (each failure to pay an installment when
25
26
27
28

1 due constitutes a separate breach, and the period of limitations begins to run on each
2 installment only when that installment is due). Of note, when the Complaint was filed, the
3 only alleged breach was the January and February installment payments totaling
4 \$5,614.40. Comp., ¶27.⁹

5
6 **2. This Court's Monetary Subject Matter Threshold for Subject
Matter Jurisdiction is \$15,000.**

7 The district courts are granted original jurisdiction of all cases except those
8 specifically under the purview of the justices' courts. Nev. Const. Art. 6, § 6(1).¹⁰ NRS
9 4.370 states: "justice courts have jurisdiction of the following civil actions . . . in actions
10 arising on contract for the recovery of money only, if the sum claimed, exclusive of
11 interest, does not exceed \$15,000." Based upon the undisputed facts as alleged by
12 Johnson, it is a legal certainty that the damages she is legally entitled to seek in her
13 Complaint fall well-below the subject matter threshold of \$15,000 necessitating mandatory
14 dismissal of the 1st claim. *Morrison v. Beach City LLC*, 116 Nev. 34, 38, 991 P.2d 982,
15 984 (2000) (dismissal for lack of subject matter jurisdiction required when it is a "legal
16 certainty that the claim is worth less than the jurisdictional amount.").

17
18
19 **C. 2ND CLAIM "DEMAND ON THE LOAN DOCUMENTS" BARRED.**

20 Johnson's 2rd claim asserts a claim for "demand on the loan documents." This is a
21 non-existent claim and/or cause of action. See Exh. 2. As a non-existent claim and/or
22 cause of action, it must be stricken as legal nullity. NRCP 12(f). Even if this claim is
23

24
25 ⁹ The Note does not contain an acceleration clause, therefore, Johnson is barred as a
matter of law from attempting to sue on the entire unpaid debt. *Id.*, ¶20.

26
27 ¹⁰Nev. Const. Art. 6, § 6(1) states: "The District Courts in the several Judicial Districts of
28 this State have original jurisdiction in all cases excluded by law from the original
jurisdiction of justices' courts."

1 somehow interpreted by the Court to assert a claim for breach of the note, the claim is
2 duplicative of the first claim for breach of contract and must be dismissed as duplicative.¹¹
3 Lastly, even if this claim is treated as a viable claim and is not dismissed as duplicative, it
4 also only seeks \$5,514.40 in damages which is again well below the subject matter
5 jurisdiction of this Court. For the foregoing reasons, this claim is defective and must be
6 dismissed.
7

8 **D. 3RD CLAIM "UNJUST ENRICHMENT" BARRED.**

9 Johnson's 3rd claim asserts a claim for unjust enrichment. This claim has a four (4)
10 year statute of limitations. NRS 11.190(2)(c) (setting a four-year statute of limitations for
11 "[a]n action upon a contract, obligation or liability not founded upon an instrument in
12 writing."). This claim is barred as a matter of law since the claim was asserted after the
13 four-year statute of limitations expired on August 5, 2019.
14

15 In addition, as an independent basis, a claim for unjust enrichment is also barred
16 because Johnson cannot assert a claim for unjust enrichment when there exists a
17 contract that Johnson claims is enforceable, *i.e.*, the Note. *Leasepartners Corp. v. Robert*
18 *L. Brooks Trust*, 113 Nev. 747, 755-756, 942 P.2d 182, 187 (1997) ("An action based on a
19 theory of unjust enrichment is not available when there is an express, written contract,
20 because no agreement can be implied when there is an express agreement. A party is
21 barred from seeking equitable relief such as unjust enrichment when the party has a legal
22 claim.").

23
24
25 ¹¹ *Careau & Co. v. Security Pacific Business Credit, Inc.*, 222 Cal. App. 3d 1371, 1395,
26 272 Cal. Rptr. 387, 400 (Cal. Ct. App. 1990) ("If the allegations do not go beyond the
27 statement of a mere contract breach and, relying on the same alleged acts, simply seek
28 the same damages or other relief already claimed in a companion contract cause of
action, they must be disregarded as superfluous as no additional claim is actually
stated.").

1
2 **E. 4TH CLAIM "FRAUD IN THE INDUCEMENT" BARRED.**

3 Johnson's 4th claim asserts a claim for fraud in the inducement. This claim has a
4 three (3) year statute of limitations. NRS 11.190(3(c) (setting a three-year statute of
5 limitations for "an action for relief on the ground of fraud . . ."). This claim is barred as a
6 matter of law since the claim was asserted after the three-year statute of limitation expired
7 on August 5, 2018. While the accrual of a fraud claim may be tolled during the period of
8 time an injured party could not discover the fraud, in the instance of recordation of
9 documents, Johnson is deemed as a matter of law to have constructive notice of the
10 contents of the Deed supporting her allegations of fraud as of the date of recordation.¹²
11 Therefore, in this instance, there is no tolling of any statute of limitations for fraud. *Bemis*
12 *v. Bemis*, 114 Nev. 1021, 1026, fn.2, 967 P.2d 437, 441 fn. 2 (1998) ("the public recording
13 of real estate deeds constitutes constructive notice of the transaction").
14
15

16 **F. 5TH CLAIM "EQUITABLE LIEN" BARRED.**

17 Johnson's 5th claim wrongfully asserts as a "claim" for the imposition of a remedy
18 of an "equitable lien". An equitable lien is not a substantive claim for relief. Instead, it is
19 merely a remedy that is applied in the absence of a legal remedy.¹³ *Maki v. Chong*, 119
20

21 ¹² *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 86 Nev. 494, 498, 471 P.2d 666, 669 (1970)
22 (party under a "duty of inquiry" to review recorded documents because the recorded
23 documents impose "constructive notice").

24 ¹³ "Equitable relief is premised upon the unavailability of an adequate legal remedy."
25 *Vercellono v. Gerber Products Co.*, No. CIVA-09-CV-2350 (DMC), 2010 WL 455388, at *9
26 (D.N.J. Feb. 3, 2010) (applying Nevada law and citing *Las Vegas Fetish & Fantasy*
27 *Halloween Ball, Inc. v. Ahern Rentals*, 182 P.3d 764, 767 n. 14 (Nev. 2008). When a
28 plaintiff asserts a breach of contract, then a claim for damages is an adequate remedy.
Id. at *10 ("Plaintiffs exclusively assert pure economic harm. Therefore, the Court
concludes that a claim for damages affords Plaintiffs an adequate remedy if Plaintiffs
prevail."). Therefore, "equitable relief is precluded where an adequate legal remedy

...(cont'd)

1 Nev. 390, 394, 75 P.3d 376, 379 (2003) (“Equitable liens become necessary on account
2 of the absence of similar remedies at law.” (citation omitted)). Accordingly, a “claim” for
3 an equitable lien is defective pleading and dismissal is mandated since this remedy is not
4 a claim.¹⁴

5
6 Independently, and even if the remedy of an “equitable lien” is treated as a “claim”
7 then at best a four (4) year statute of limitation could be argued to apply. NRS
8 11.190(2)(c) (setting a four-year statute of limitations for “[a]n action upon a contract,
9 obligation or liability not founded upon an instrument in writing.”). Even assuming this
10 Court treated an “equitable lien” as a legal claim, it is again barred as a matter of law by
11 the application of the statute of limitations.

12 **G. 6TH CLAIM “CONSTRUCTIVE TRUST” BARRED.**

13
14 Johnson’s 6th claim wrongfully asserts as a “claim” for the imposition of a remedy
15 of a “constructive trust”. Identical to an equitable lien, a constructive trust is not a
16 substantive claim for relief, it is instead merely a remedy that may be available in the
17 event a valid claim is successful. *Locken v. Locken*, 98 Nev. 369, 650 P.2d 803, 804-05
18 (1982) (a constructive trust is “a remedial device . . .”). *Am. Master Lease LLC v. Idanta*
19 *Partners, Ltd.*, 225 Cal. App. 4th 1451, 1485, 171 Cal. Rptr. 3d 548, 575 (Cal. Ct. App.
20 2014), as modified (May 27, 2014) (“[i]mposition of [a] constructive trust is an equitable
21 remedy . . .”).
22

23
24
25 exists. *Id.* at *9. Because a legal remedy exists in favor of Johnson, an equitable remedy
26 of an “equitable lien” is barred as a matter of law.

27 ¹⁴ *Crockett & Myers, Ltd. v. Napier, Fitzgerald & Kirby, LLP*, 440 F.Supp.2d 1184, 1197
28 (D. Nev. 2006) (“Where a plaintiff can maintain an action at law and the legal remedy is
adequate, resort to equity is not appropriate.”).

1 Requests seeking to impose a constructive trust as a remedy are subject to the
2 applicable statutes of limitations on the underlying substantive claim. *Embarcadero Mun.*
3 *Imp. Dist. v. County of Santa Barbara*, 88 Cal. App. 4th 781, 793, 107 Cal. Rptr. 2d 6, 15
4 (Cal. Ct. App. 2001) (“an action seeking to establish a constructive trust is subject to the
5 limitation period of the underlying substantive right.”). When the substantive right is
6 barred by a statute of limitations, then there is no ability to obtain a constructive trust as a
7 remedy. *Davies v. Krasna*, 14 Cal. 3d 502, 516, 535 P.2d 1161, 1170, 121 Cal. Rptr.
8 705, 714 (Cal. 1975) (“A constructive trust is not a substantive device but merely a
9 Remedy’ . . . an action seeking to establish a constructive trust is subject to the limitation
10 period of the underlying substantive right. . . . If that substantive right is barred by the
11 statute of limitations, as here, the remedy necessarily fails.”).

12
13
14 Independently, and even if the remedy of a “constructive trust” is treated as a
15 “claim” then at best a four (4) year statute of limitation could be argued to apply. NRS
16 11.190(2)(c) (setting a four-year statute of limitations for “[a]n action upon a contract,
17 obligation or liability not founded upon an instrument in writing.”). Again, even assuming
18 this Court treated a “constructive trust” as a stand-alone claim, it is also barred as a
19 matter of law.

20
21 **H. 7TH CLAIM “INJUNCTIVE RELIEF” BARRED.**

22 Johnson's 7th Claim again wrongfully asserts as a “claim” the request for the
23 remedy of “injunctive relief”.¹⁵ Identical to an equitable lien and a constructive trust,
24 injunctive relief is exactly what it says—relief, not a legally recognized claim for relief.
25

26
27 ¹⁵ While local custom is to separately plead injunctive relief as a stand alone “claim”, it is
28 not a claim. It is merely a mechanism to alert litigants that injunctive relief may be sought
and functions no differently than a “Prayer for Relief” in a complaint.

1 Independently, and even if the remedy of a "constructive trust" is treated as a "claim" then
2 at best a four (4) year statute of limitation could be argued to apply. NRS 11.190(2)(c)
3 (setting a four-year statute of limitations for "[a]n action upon a contract, obligation or
4 liability not founded upon an instrument in writing."). Again, even assuming this Court
5 treated an "injunctive relief" as a claim, it is also barred as a matter of law.
6

7 Based upon the foregoing, the Complaint must be dismissed and the Lis Pendens
8 expunged as requested. The 1st claim fails to satisfy the monetary damage threshold for
9 subject matter jurisdiction. The 2nd claim is non-existent and even if it existed it also fails
10 to satisfy this Court's subject matter jurisdiction. Claims 3 through 7, are either not claims
11 and/or are barred by the applicable statute of limitations even if treated as a legal claim.
12

13 **IV. NRS 14.015.**

14 **A. WHAT IS A LIS PENDENS.**

15 A lis pendens may be recorded against real property when there is an "action for
16 the foreclosure of a mortgage upon real property, or affective the title or possession of
17 real property" NRS 14.010(a). Nevada jurisprudence has clarified that merely
18 because a dispute relates in some fashion to real property, that does not justify the
19 recordation of a lis pendens against the property, and does not "affect title or possession
20 of property. The Nevada Supreme Court has made it abundantly clear that clouding a
21 person's title to their own property under a lis pendens merely because the property may
22 be used as a source of collection of any judgment is facially improper.
23

24 In the present case, Johnson's Complaint has admitted that the purpose of
25 recording the lis pendens was to seize the Hatches' Property as a source of funds in the
26 event Johnson prevailed in this action. In this respect, Johnson's Complaint states: "The
27 Property is believed to be the only possible source of repayment of the Loan." Comp.,
28

¶53. As discussed in extensive detail Johnson's conduct in recording the Lis Pendens against the Hatches' Property is wrongful, in violation of clear Nevada law and must be expunged.

B. JOHNSON IS IMPROPERLY USING THE LIS PENDENS TO OBTAIN AND ENFORCE A MONEY JUDGMENT.

Nevada limits the use of a lis pendens because of the ability of counsel to abuse its function, as is happening here. The Nevada Supreme Court expressly states that the doctrine of lis pendens is restricted in order to avoid abuse. *Levinson v. Eighth Judicial Dist. Court*, 109 Nev. 747, 750-751, 857 P.2d 18, 20 (1993) ("the doctrine of lis pendens . . . is restricted to avoid abuse."). Recording a lis pendens without having a claim of legal interest in the real property is an abusive action. A plaintiff is not entitled to generally reference the dispute relates to real property as justification for the recordation of a lis pendens. The Nevada Supreme Court in *Levinson* rejected that approach and held: an "[o]verbroad definition of an action. . . affecting the title or the right of possession of real property would invite abuse of lis pendens." *Id.*

Lis pendens are only appropriately used when an actual and quantifiable ownership and/or an actual quantifiable "legal" interest in real property is the subject matter of the dispute. *Levinson*, at 750, 857 P.2d at 20 ("the operation of lis pendens is to prevent the transfer or loss of real property *which is the subject of dispute* in the action that provides the basis for the lis pendens."). The *Levinson* Court specifically held that it is abusive to use a lis pendens to obtain lien or prejudgment attachment against a party's real property solely for the recovery of money owed by the real property owner. *Levinson*, at 750, 857 P.2d at 20 ("**[L]is pendens are not appropriate instruments for use in promoting recoveries in actions for personal or money judgments.**" (emphasis added)).

1 As the Nevada Supreme Court articulately and dispositively stated in *Levinson v.*
2 *Eighth Judicial Dist. Court*, 109 Nev. 747, 752, 857 P.2d 18, 21 (1993):

3 **To repeat, lis pendens is not available to merely enforce a personal or**
4 **money judgment. There must be some claim of entitlement to the real**
5 **property affected by the lis pendens, a condition wholly absent in the case**
6 **before us.**

7 *Id.* (emphasis added). Similarly, in *Weddell v. H2O, Inc.*, 128 Nev. 94, 106, 271 P.3d
8 743, 751 (2012), the Nevada Supreme Court again addressed the abuse of attorneys
9 recording lis pendens when the claims did not affect title to real property as follows:

10 "It is fundamental to the filing and recordation of a *lis pendens* that the
11 action involve some legal interest in the challenged real property." *In re*
12 *Bradshaw*, 315 B.R. 875, 888 (Bankr.D.Nev.2004). *Cf. BGJ Associates v. Superior*
13 *Court*, 75 Cal.App.4th 952, 89 Cal.Rptr.2d 693, 703 (1999) (stating that "an action
14 for money *only*, even if it relates in some way to specific real property, will not
15 support a lis pendens").

16 *Id.* Citing *BGJ Associates v. Superior Court*, the Nevada Supreme Court emphasized that
17 an "action for money only", even if it related in some way to real property, did not support
18 a lis pendens. Similarly, in an almost identical setting as presented here, the Court in
19 *Rosenberg v. Ritter*, 229 N.Y.S.2d 766, 767 (N.Y. Sup. Ct. 1962) held that a lis pendens
20 filed in an action to recover money damages for breach of a contract for the purchase of
21 real property was improper and should be expunged because "[the] action does not seek
22 a judgment affecting title to, possession, use or enjoyment of real property even though
23 the prayer for relief requests that the money judgment obtained be decreed a lien against
24 the premises." *Id.*

25 Johnson's claims solely relate to damages she claims she sustained for a breach
26 of the PSA and/or Note. Johnson freely admits she has no actual or quantifiable "legal
27
28

1 interest" in the Hatches' Property.¹⁶ Instead, Johnson is improperly using the Lis
2 Pendens as a prejudgment writ of attachment to obtain recovery of a future monetary
3 judgment. As shown, Johnson is barred from asserting a right or claim to entitlement to
4 the real property affected by the Lis Pendens. In addition to *Levinson* and *Weddell*, the
5 law is abundantly clear across the country that Johnson's Lis Pendens is wrongful and
6 improper and must be expunged. See e.g., *Coventry Homes, Inc. v. Scottscom*
7 *Partnership*, 745 P.2d 962, 964 (Az. 1987) ("[i]t is well established that a lis pendens may
8 not be predicated on an action or suit for a money judgment. . . .").

10 As a matter of law, the legal ownership of the Hatches' Property is not the subject
11 of the dispute in this action. Any alleged claim of an ownership interest is barred as a
12 matter of law due to the application of the appropriate statutes of limitations. The only
13 potential claim Johnson can assert is a breach of the Note, which claim merely seeks
14 recovery of money. The lack of any viable claim of a legal interest in the Property makes
15 Johnson's use of the Lis Pendens to coerce a monetary judgment the exact type of abuse
16 the Nevada Supreme Court expressly warned counsel against doing in Nevada. In this
17 action, Johnson is illegally impeding Hatches' use and enjoyment of their Property simply
18 to extort money from the Hatches. Thus, the recordation of the Lis Pendens is abusive
19 and must be immediately expunged.

22 **C. NRS 14.015'S PROVISIONS.**

23 NRS 14.015 outlines the procedures the Court must follow in the event the
24 wrongful recordation of a lis pendens is challenged.

26
27 ¹⁶ See *In re Bradshaw*, 315 B.R. 875, 888 (Bkrtcy.D.Nev. 2004) ("It is fundamental to the
28 filing and recordation of a lis pendens that the action involve some **legal interest** in the
challenged real property, such as title disputes or lien foreclosures." (emphasis added)).

1. The Hearing. The Court is required to conduct a hearing on this Motion "as soon as is practicable, taking precedence over all other civil matters except a motion for a preliminary injunction." NRS 14.015(1).
2. Notice. "Upon 15 days' notice, the party who recorded the notice of pendency of the action must appear at the hearing and . . . establish to the satisfaction of the court" that the matter is for the foreclosure of a mortgage or affects the title or possession of the real property; the action was not brought in bad faith or for an improper motive; that the party who recorded the notice will be able to perform any condition precedent; and the party who recorded the notice would be injured by any transfer of an interest in the property. 14.015(2)(a)-(d).
3. Merit Analysis. In addition, the recording party must establish that they are likely to prevail in the action or that they have a fair chance of success coupled with a hardship, and that if the party who recorded the lis pendens prevails, they will be entitled to relief affecting the property. 14.015(3).

As shown herein, there is no merit to Johnson's claims. The 1st claim fails to satisfy the monetary damage threshold for subject matter jurisdiction. The 2nd claim is non-existent and even if it existed it also fails to satisfy this Court's subject matter jurisdiction. Claims 3 through 7, are either not claims and/or are barred by the applicable statute of limitations. Even if the Court conducted a merit analysis of the claims irrespective of the legal deficiencies described above, the claims do not affect title or possession of the Hatches' Property. All Johnson's claims allege recovery of damages. Only the "remedies" seek seizure of the Hatches' Property to pay any damage award. All Johnson is doing is trying to encumber the Hatches' Property for the potential payment of a future damage award.

Johnson's conduct is the exact abuse the Nevada Supreme Court said was inappropriate and wrongful in *Levinson v. Eighth Judicial Dist. Court*, 109 Nev. 747, 752, 857 P.2d 18, 21 (1993) as follows:

[Plaintiff] has merely attempted to obtain what amounts to a prejudgment attachment on Levinsons' property through the guise of an action implicating a

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 provisional lis pendens remedy. . . . To repeat, lis pendens is not available to
2 merely enforce a personal or money judgment. There must be some claim of
3 entitlement to the real property affected by the lis pendens, a condition wholly
absent in the case before us.

4 *Id.* Johnson has not asserted a single "claim" to entitlement to any "legal interest" in the
5 Property and the use of the Lis Pendens by Johnson is facially abusive and must be
6 expunged.

7 **V. CONCLUSION.**

8 Based on the foregoing, the Court should grant Hatches' Motion and enter its
9 Order expunging the Lis Pendens. Johnson's recordation of the Lis Pendens is in clear
10 violation of Nevada law. Johnson claims no interest in the Property. Johnson is
11 admittedly using the Lis Pendens simply as a tool to extort payment from the Hatches and
12 does not assert any ownership interest in the Property. Comp., ¶153 ("The Property is
13 believed to be the only possible source of repayment of the Loan."). Therefore, this
14 Motion should be granted and the Lis Pendens expunged from the Hatches' Property.
15

16 **AFFIRMATION:** This document does not contain the social security number of any
17 person.
18

19 DATED this 5th day of March, 2021.

20 SIMONS HALL JOHNSTON PC
21 6490 S. McCarran Blvd., Ste. F-46
22 Reno, NV 89509

23 By: 

24 MARK G. SIMONS
25 ANTHONY L. HALL
26 Attorneys for Defendants
27
28

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **EMERGENCY MOTION TO EXPUNGE LIS PENDENS** on all parties to this action by the method(s) indicated below:

- ☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:
- ☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

- ☐ by personal delivery/hand delivery addressed to:
- ☐ by facsimile (fax) addressed to:
- ☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 5 day of March, 2021.


Employee of Simons Hall Johnston PC

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Reno, NV 89509
Phone: (775) 785-0088

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Lis Pendens	3
2	Westlaw Printouts	5

EXHIBIT 1

EXHIBIT 1

DOC # 5140328

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Requested By
ROBISON SHARP SULLIVAN
Washoe County Recorder
Kalie M. Work - Recorder
Fee: \$43.00 RPTT:
Page 1 of 3

APN# _____

Recording Requested by:

Name: Robison, Sharp Sullivan & Brust

Address: 71 Washington St.

City/State/Zip: Reno, NV 89503

When Recorded Mail to:

Name: SAME

Address: _____

City/State/Zip: _____

Mail Tax Statement to:

Name: SAME

Address: _____

City/State/Zip: _____

(for Recorder's use only)

NOTICE OF PENDENCY OF ACTION (LIS PENDENS)
(Title of Document)

Please complete Affirmation Statement below:

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the personal information of any person or persons.
(Per NRS 239B.030)

-OR-

☐ I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the personal information of a person or persons as required by law: _____
(State specific law)

Signature

Title

Printed Name

This page added to provide additional information required by NRS 111.312 Sections 1-2
and NRS 239B.030 Section 4.

This cover page must be typed or printed in black ink.

JA_00113

1 1935
2 CLAYTON P. BRUST, ESQ.
3 Nevada State Bar No. 5234
4 STEFANIE T. SHARP, ESQ.
5 Nevada State Bar No. 8661
6 ROBISON, SHARP, SULLIVAN & BRUST, LTD.
7 a Professional Corporation
8 71 Washington Street
9 Reno, Nevada 89503
10 Telephone: (775) 329-3151
11 Facsimile: (775) 329-7169
12 Email: ssharp@rssblaw.com

13 *Attorneys for Plaintiff Kari Anne Johnson*

14
15 **IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
16 **IN AND FOR THE COUNTY OF WASHOE**

17 KARI ANNE JOHNSON, an individual,
18
19 Plaintiff,

CASE NO.: CV21-00246

DEPT. NO.: 8

20 vs.

21 MICHAEL EDWARD HATCH, an
22 individual; ALISHA SUZANNE HATCH, an
23 individual; and DOES I THROUGH X,
24 inclusive;

25 Defendants.

26 **NOTICE OF PENDENCY OF ACTION (LIS PENDENS)**

27 NOTICE IS HEREBY GIVEN that an action effecting title and possession of the real
28 property and improvements identified herein below (collectively the "Real Property") has been
initiated by Plaintiff, KARI ANNE JOHNSON ("Plaintiff"). In the Verified Complaint for Breach
of Contract, Demand on Loan, Unjust Enrichment, Fraud, Equitable Lien, Constructive Trust, and
Injunctive Relief Plaintiff is asserting claims affecting the title or possession of the Real Property
against the Defendants MICHAEL EDWARD HATCH and ALISHA SUZANNE HATCH.

The Real Property affected by this action is situate in the County of Washoe, State of
Nevada, APN: 141-254-09, is commonly known as 9845 Firefoot Lane, Reno, Nevada and is more
particularly described as follows:

Robison, Sharp,
Sullivan & Brust
71 Washington St.
Reno, NV 89503
(775) 329-3151

1 Lot 55 of DAMONTE RANCH VILLAGE 11D, according to the map thereof,
2 filed in the Office of the County Recorder of Washoe County, State of Nevada, on
3 April 3, 2014, as File No. 4341181, Official Records, Tract Map No. 5071.

4 More Commonly Known as 9845 Firefoot Lane, Reno, Nevada
5 Assessor's Parcel No. 141-254-09

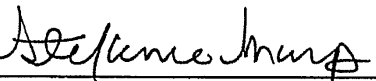
6 **AFFIRMATION**

7 **Pursuant to NRS 239B.030**

8 The undersigned does hereby affirm that this document does not contain the social security
9 number of any person.

10 DATED: This 10th day of February 2021.

11 ROBISON, SHARP, SULLIVAN & BRUST, LTD.
12 a Professional corporation
13 71 Washington Street
14 Reno, NV 89503

15 BY 
16 CLAYTON P. BRUST, ESQ.
17 STEFANIE T. SHARP, ESQ.
18 Attorneys for Plaintiff Kari Anne Johnson

19 STATE OF NEVADA)
20) ss.
21 COUNTY OF WASHOE)

22 SUBSCRIBED and SWORN to before me
23 this 10th day of February 2021 by
24 Stefanie T. Sharp, Esq.

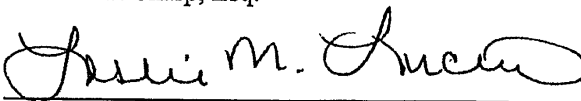
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EXHIBIT 2

EXHIBIT 2

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adv: "cause #of action" /15 "demand #on loan"

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adv: claim /15 "demand #on loan documents"

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§ 12:16.Exhibit 12.2: Deed in lieu of foreclosure agreement (borrower to pay lender and release conditioned on borrower's satisfaction of certain conditions)

Commercial Real Estate Workouts

...and heirs, from and with respect to the Loan, the **Loan Documents** and all **claims, demands** and causes of action relating thereto, but not with respect...

**LENDER'S POST-SATISFACTION WITHDRAWAL OF FUNDS
BREACHED AGREEMENT IN PAYOFF LETTER**

March 10, 2020 • Commercial Lending Litigation News

...the credit agreement, and expressly stated that all obligations, guarantees, **claims and demands** under the **loan documents** would be discharged upon Citizens' receipt of a fully executed...

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adv: claim /15 "demand #on loan documents"

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adv: claim /5 demand /5 "loan document"

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Documents related to your search

Secondary Sources Briefs Trial Court Documents

§ 12:16.Exhibit 12.2: Deed in lieu of foreclosure agreement (borrower to pay lender and release conditioned on borrower's satisfaction of certain conditions)

Commercial Real Estate Workouts

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SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

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2021-03-05 01:54:51 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8328090 : yvilorla

1 **2315**
Mark G. Simons, Esq. (SBN 5132)
2 Anthony L. Hall, Esq. (SBN 5977)
SIMONS HALL JOHNSTON PC
3 6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509
4 Telephone: (775) 785-0088
Facsimile: (775) 785-0087
5 Email: MSimons@SHJNevada.com
AHall@SHJNevada.com

6 *Attorneys for Defendants*
7
8

9 **IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**
10 **IN AND FOR THE COUNTY OF WASHOE**

11 KARI ANNE JOHNSON, an individual;

12 Plaintiffs,

13 v.

14 MICHAEL EDWARD HATCH, an
15 individual; ALISHA SUZANNE HATCH,
an individual; and DOES I to X, inclusive,

16
17 Defendants.
18

CASE NO.: CV21-00246

DEPT. NO.: 4

MOTION TO DISMISS

19 Pursuant to the provisions of NRCP 12(b)(1), (5), (f) and (h)(3), defendants Michael
20 Edward Hatch and Alisha Suzanne Hatch (the "Hatches"), by and through their attorney
21 Mark G. Simons of SIMONS HALL JOHNSTON PC, hereby submit the following Motion to
22 Dismiss the Complaint filed by Kari Anne Johnson ("Johnson"). This Motion is based upon
23 the following memorandum of points and authorities, the pleadings and papers on file in
24 this matter and anything further the Court wishes to consider.
25
26
27
28

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

DATED this 1st day of March, 2021.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509

By: 

MARK G. SIMONS
ANTHONY L. HALL
Attorneys for Defendants

MEMORANDUM OF POINTS AND AUTHORITIES

I. BASIS OF MOTION.

The Verified Complaint ("Complaint") must be dismissed because all claims are barred by the statute of limitations or assert claims over which this court has no subject matter jurisdiction. *See e.g. Bemis v. Bemis*, 114 Nev. 1021, 967 P.2d 437, 439 (1998) ("A court can dismiss a complaint for failure to state a claim upon which relief can be granted if the action is barred by the statute of limitations.").

II. BASIC FACTS.

This basic facts of this case as alleged are as follows. In 2014, approximately seven (7) years ago, Johnson claims that she entered into a Purchase and Sale Contract ("PSA") with the Hatches to jointly purchase a residence with them. Complaint, ¶10. Johnson then claims that the Hatches wrongfully took her name off of the PSA so that her name would not be on the deed to the property. *Id.*, ¶¶11, 14, 15. Johnson admits that the deed in this action clearly and unambiguously does not include her name as an alleged co-owner. *Id.*, ¶¶14-15.¹

¹ Johnson's house of cards for her poorly crafted Complaint is built upon the faulty premise that Johnson did not know what she was signing when she voluntarily took her

1 **A. THE NOTE: It is an Installment Contract and is Unsecured.**

2 Johnson also alleges that as part of this transaction, Hatches entered into an
3 unsecured "Note" payable to Johnson dated September 9, 2015. Id., ¶12. Johnson
4 attached a copy of the Note to her Complaint as Exhibit 2 and states under the penalty of
5 perjury that the Note attached to the complaint is a "true and correct copy" of the Note.
6 Id., ¶12.² Of dispositive import, Johnson admits the Note is an unsecured note and that it
7 is an installment contract with no acceleration clause. Id. ¶20. Because Johnson asserts
8 the Note is a simple installment contract with no acceleration clause, as a matter of law,
9 suit can only be brought on each installment payment as and when it becomes due. As
10 alleged, only \$5,614.40 was owed at the time of filing the Complaint.

12 **B. THE DEED: Recorded on August 6, 2015.**

13 Johnson's Complaint also attaches a copy of the Deed she claims wrongfully did
14 not include her as an owner. Id., ¶14. Johnson again affirms under the penalty of perjury
15 that the Deed attached to her Complaint is a "true and correct copy" of the Deed. Id.

16 The Deed was recorded with the Washoe County Recorder's Office as Document
17 Number 4500519 on August 6, 2015. Id.; Comp., Exh. 4 (emphasis added). A copy of
18 the Deed is attached hereto as **Exhibit 1** for ease of reference for disposal of this case in
19 the Deed is attached hereto as **Exhibit 1** for ease of reference for disposal of this case in
20 the Deed is attached hereto as **Exhibit 1** for ease of reference for disposal of this case in

21
22 name off of the PSA and that Johnson does not know she signed a multitude of other
23 documents disavowing any ownership in the Property. Nevada law is also abundantly
24 clear that parties are not allowed to disavow their signatures on documents even if they
25 do not read or remember the documents. *See e.g., Pentax Corp. v. Boyd*, 111 Nev.
26 1296, 1299, 904 P.2d 1024, 1026 (1995) ("Boyd's failure to read the guarantee is not
27 relevant in determining its validity.").

28 ² Comp., p. 11, Verification ("KARI ANNE JOHNSON, being first duly sworn, deposes and
says under the penalty of perjury . . .").

1 total. Not only is the Deed attached to Johnson's Complaint making it the proper subject
2 matter of this motion, the Court is also empowered to take judicial notice of the existence
3 and contents of the Deed. *Fierle v. Perez*, 125 Nev. 728, 219 P.3d 906, 912 (2009) ("we
4 may take judicial notice of . . . matters of public record").³

5
6 **C. THE COMPLAINT: Filed on February 10, 2021.**

7 Johnson filed her Complaint on February 10, 2021. The Complaint was filed 5
8 years, 6 months and 4 days after the recordation of the Deed.⁴

9 **III. CLAIMS.**

10 The Complaint in this matter is poorly crafted and facially does not appear to even
11 come close to satisfying NRCP 11's requirements.⁵ As will be described in further detail
12 below, this motion must be granted in its entirety because of the following fatal defects:

13
14 1. **1st Claim:** breach of contract on the Note.

15 Fatal Defect:	15 a. Damage amount does not trigger this 16 Court's subject matter jurisdiction. Claim 17 asserts damages in the amount of 18 \$5,614.40 plus interest which amount is 19 not within the subject matter jurisdiction of 20 this Court and this claim must be 21 dismissed. ⁶
-------------------------	--

21 ³ Overruled on other grounds in *Egan v. Chambers*, 129 Nev. 239, 299 P.3d 364 (2013).

22 ⁴ The Court can take judicial notice of this calculation. NRS 47.130(2)(b) ("A judicially
23 noticed fact must be . . . capable of accurate and ready determination by resort to sources
24 whose accuracy cannot reasonably be questioned so that the fact is not subject to
reasonable dispute.").

25 ⁵ Johnson's Complaint is an archaic form using a long outdated firm name that is decades
26 old and contains a legally non-existent claim for relief, *i.e.*, 2nd claim.

27 ⁶ See NRCP 12(b)(1) ("lack of subject matter jurisdiction" may be brought by motion).

2. **2nd Claim:** captioned "Demand on the Loan Documents":

- Fatal Defect:**
- a. The law does not recognize a claim for "demand on loan documents". See **Exhibit 2.**⁷
 - b. Further, this claim is facially duplicative of the breach of contract claim, and, as such, must be stricken.⁸
 - c. Even if considered as a viable claim, it is not within this court's subject matter jurisdiction.

3. **3rd Claim:** Unjust Enrichment:

- Fatal Defects:**
- a. Barred by statute of limitations.
 - b. Barred by breach of contract claim on alleged Note.

4. **4th Claim:** Fraud in the Inducement:

- Fatal Defects:**
- a. Barred by statute of limitations.

5. **5th Claim:** Equitable Lien:

- Fatal Defects:**
- a. Barred by statute of limitations.
 - b. Barred because an equitable lien is a remedy—not a claim.

6. **6th Claim:** Constructive Trust:

- Fatal Defects:**
- a. Barred by statute of limitations.
 - b. Barred because a constructive trust is a remedy—not a claim.

⁷ Exhibit 2 contains multiple printouts from Westlaw demonstrating "No Results" for an alleged claim or cause of action captioned "Demand on Loan Documents". Numerous iterations of this verbiage was used demonstrating that it is not a legally recognized claim for relief. Hatches request the Court take judicial notice of Exhibit 2's contents. NRS 47.130(2)(b) ("a fact is subject to judicial notice if it is . . . capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questioned, so that the fact is not subject to reasonable dispute.").

⁸ See NRCP 12(f) ("redundant [and] immaterial" matters are to be stricken from a pleading.")

1 that "fails to state a claim upon which relief can be granted." *Hale v. Burkhardt*, 104 Nev.
2 632, 636, 764 P.2d 866, 869 (1988). When presented with a Rule 12(b)(5) motion, the
3 court must accept all factual allegations as true and draw all inferences in favor of the
4 plaintiff. *Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672
5 (2008).

6
7 However, dismissal is mandated when the complaint "shows on its face that the
8 cause of action is barred." *Keller v. Snowden*, 87 Nev. 488, 491, 489 P.2d 90, 92(1971).
9 Dismissal of an action when claims are barred by the applicable statute of limitations is a
10 well-known and well-established component of Nevada law. See e.g., *Shupe & Yost, Inc.*
11 *v. Fallon Nat. Bank of Nevada*, 109 Nev. 99, 102, 847 P.2d 720, 721 (1993) (affirming
12 NRCP 12(b)(5) dismissal because plaintiff's "causes of action for conversion on all the
13 checks are time barred, as it did not bring suit within three years of the date of which any
14 of the checks were issued."); *Bemis v. Estate of Bemis*, 114 Nev. 1021, 1024, 967 P.2d
15 437, 439 (1998) ("A court can dismiss a complaint for failure to state a claim upon which
16 relief can be granted if the action is barred by the statute of limitations."); *Bank of Nevada*
17 *v. Friedman*, 82 Nev. 417, 422, 420 P.2d 1, 4 (1966) ("the complaint shows on its face that
18 the cause of action is barred . . .").
19

20
21 **C. NRCP 12(f).**

22 NRCP 12(f) requires the Court to strike any "redundant" or "immaterial" matter from
23 a party's complaint. Johnson's 2nd claim asserts a legally non-existent "claim" and/or a
24 duplicate claim and must be dismissed.

25 **IV. THE MOTION TO DISMISS MUST BE GRANTED.**

26 The motion must be granted because all claims except the 1st claim is barred by
27

1 the applicable statutes of limitations. *Kellar v. Snowden*, 87 Nev. 488, 491, 489 P.2d 90,
2 92 (1971) ("When the defense of the statute of limitations appears from the complaint itself
3 a motion to dismiss is proper.").

4 With regard to the 1st claim, even though the breach of contract claim is filed within
5 the applicable six (6) year statute of limitation, the claim fails to trigger this Court's subject
6 matter jurisdiction threshold and must also be dismissed as a matter of law.
7

8 **A. RECORDATION OF THE DEED STARTS THE RUNNING OF THE**
9 **STATUTE OF LIMITATIONS ON ALL JOHNSON'S CLAIMS AS A**
10 **MATTER OF LAW.**

11 "A cause of action 'accrues' when a suit may be maintained thereon." *Clark v.*
12 *Robison*, 113 Nev. 949, 951, 944 P.2d 788, 789 (1997) (internal citation omitted). The
13 recordation of the Deed started the statute of limitations on all of Johnson's claims.

14 As stated by the United States Supreme Court in 1834, when a deed is recorded
15 the existence and content of the deed is disclosed to the world and is deemed as a matter
16 of law to impart notice to the entire world of the existence and contents of the deed. In
17 *Dick v. Balch*, 33 U.S. 30, 38, 8 L. Ed. 856 (1834), the United States Supreme Court held:

18 **The mortgage deed was recorded, and this is considered in law, as**
19 **notice to all the world, and dispenses with the necessity of personal**
20 **notice to purchasers. A deed cannot with any propriety be said to be**
21 **concealed, which is placed upon the public record**

22 Id. (emphasis added).

23 Nevada law, along with the entire law of the United States, is clear, that as a
24 matter of law, the recordation of a deed starts the statute of limitations relating to all
25 Johnson's claims arising out of or relating to the transaction involving the Deed. Again,
26
27
28

1 this is because, as a matter of law, the recordation of a deed places the entire world,
2 including Johnson, on notice of the existence and contents of the Deed.⁹

3 In *Bemis v. Bemis*, 114 Nev. 1021, 1026, fn.2, 967 P.2d 437, 441 fn. 2 (1998) the
4 Nevada Supreme Court reiterated the **"well-known principal that the public recording**
5 **of real estate deeds constitutes constructive notice of the transaction"**. (Emphasis
6 added).¹⁰ More recently, in *Edelstein v. Bank of New York Mellon*, 128 Nev. 505, 519,
7 286 P.3d 249, 259 (2012), the Nevada Supreme Court reiterated: "In Nevada, the
8 purpose of recording a beneficial interest under a deed of trust is to provide 'constructive
9 notice . . . to all persons.'" (citation omitted). The reason Nevada imposes a bright line
10 rule that holds a party is deemed to have discovered a cause of action relates to
11 Nevada's recording statute NRS 111.320 which states that every recorded deed
12 **"impart[s] notice to all persons of the contents thereof . . ."** (Emphasis added).
13
14
15
16

17 ⁹ This rule of law is well-known and has been established for over a hundred and fifty
18 years. Given the applicability and dispositive nature of this rule of law, and even though
19 string-cites are commonly disfavored, the following string cite is provided demonstrating
20 the obvious baseless nature of Johnson's Complaint. See e.g., *United States v. Owens*,
21 2018 WL 7075599, at *3 (W.D. Tenn. Sept. 21, 2018) ("A recorded deed is indeed notice
22 to the world as to the true owner of a piece of property."); *Bushlow v. MTC Fin.*, 2018 WL
23 3744022, at *6 (N.D. Cal. Aug. 7, 2018) ("the recordation of a deed operates as
24 constructive notice to the world."); *Smith v. Jones*, 37 Kan. 292, 15 P. 185, 187 (1887)
(when deed was recorded it was "thereafter being notice to all the world . . ."); *Vaughan*
v. Greer, 38 Tex. 530, 530 (1873) ("Any deed duly recorded is notice to the world of
whatever it contains . . ."); *Ott v. Ott's Adm'r*, 1867 WL 3569, at *1 (Ky. Nov. 21, 1867)
(recordation of deed "was constructive notice to the whole world in whom the legal title
was vested . . .").

25 ¹⁰ This well-known bright line rule of law that the recording of a real estate deed
26 constitutes constructive notice of the transaction was previously articulated in *Allen v.*
27 *Webb*, 87 Nev. 261, 270, 485 P.2d 677, 682 (1971). Consequently, this rule of law has
28 been "well-known" in Nevada jurisprudence for at least fifty years.

1 Accordingly, Nevada law is well established, that as a matter of law, the
2 recordation of the Deed on **August 6, 2015**, imposed constructive notice upon Johnson of
3 the contents of the Deed and triggered the commencement of all applicable statutes of
4 limitations. See e.g. *Cumming v. San Bernardino Redev. Agency*, 101 Cal.App.4th 1229,
5 125 Cal.Rptr.2d 42, 46 (Cal. Ct. App. 2002) (if the facts giving rise to the cause of action
6 are matters of public record then "[t]he public record gave notice sufficient to start the
7 statute of limitations running.").

9 Dismissal of Johnson's 3rd through 7th claims are required as a matter of law. This
10 is because, as shown, as a matter of well-known and well-established law, Johnson had
11 constructive notice of any claims regarding the property beginning as of August 6, 2015,
12 when the Deed was recorded. As discussed below, claims 3 through 7 have, at best, a
13 four (4) year statute of limitations. *Bemis v. Bemis*, 114 Nev. 1021, 967 P.2d 437, 439
14 (1998) ("A court can dismiss a complaint for failure to state a claim upon which relief can
15 be granted if the action is barred by the statute of limitations."). Claims 1 and 2 are also
16 subject to dismissal due to lack of subject matter jurisdiction. The reasons are detailed
17 below.
18

19 **B. 1ST CLAIM "BREACH OF NOTE" BARRED.**

20 Johnson's 1st claim asserts a claim for breach of contract. Because the Note is a
21 written document, this claim has a six (6) year statute of limitations. NRS 11.190(1)(b)
22 (setting a four-year statute of limitations for "[a]n action upon a contract, obligation or
23 liability founded upon an instrument in writing . . ."). However, even though this breach
24 of contract claim has been brought within the statute of limitation, this Court lacks subject
25 matter jurisdiction due to the failure to satisfy this Court's monetary threshold.
26
27

2. **This Court's Monetary Subject Matter Threshold for Subject Matter Jurisdiction is \$15,000.**

The district courts are granted original jurisdiction of all cases except those specifically under the purview of the justices' courts. Nev. Const. Art. 6, § 6(1).¹² NRS 4.370 states: "justice courts have jurisdiction of the following civil actions . . . in actions arising on contract for the recovery of money only, if the sum claimed, exclusive of interest, does not exceed \$15,000." Based upon the undisputed facts as alleged by Johnson, it is a legal certainty that her breach of contract claim falls well-below the subject matter threshold of \$15,000 necessitating mandatory dismissal of the 1st claim. *Morrison v. Beach City LLC*, 116 Nev. 34, 38, 991 P.2d 982, 984 (2000) (dismissal for lack of subject matter jurisdiction required when it is a "legal certainty that the claim is worth less than the jurisdictional amount.").

C. **2ND CLAIM "DEMAND ON THE LOAN DOCUMENTS" BARRED.**

Johnson's 2rd claim asserts a claim for "demand on the loan documents." This is a non-existent claim and/or cause of action. See Exh. 2. As a non-existent claim and/or cause of action, it must be stricken as legal nullity. NRCP 12(f). Even if this claim is somehow interpreted by the Court to assert a claim for breach of the note, the claim is duplicative of the first claim for breach of contract and must be dismissed as duplicative.¹³

¹² Nev. Const. Art. 6, § 6(1) states: "The District Courts in the several Judicial Districts of this State have original jurisdiction in all cases excluded by law from the original jurisdiction of justices' courts."

¹³ *Careau & Co. v. Security Pacific Business Credit, Inc.*, 222 Cal. App. 3d 1371, 1395, 272 Cal. Rptr. 387, 400 (Cal. Ct. App. 1990) ("If the allegations do not go beyond the statement of a mere contract breach and, relying on the same alleged acts, simply seek the same damages or other relief already claimed in a companion contract cause of

1 Lastly, even if this claim is treated as a viable claim and is not dismissed as duplicative, it
2 also only seeks \$5,514.40 in damages which is again well below the subject matter
3 jurisdiction of this Court. NRCP(b)(1). For the foregoing reasons, this claim is defective
4 and must be dismissed.

5
6 **D. 3RD CLAIM "UNJUST ENRICHMENT" BARRED.**

7 Johnson's 3rd claim asserts a claim for unjust enrichment. This claim has a four (4)
8 year statute of limitations. NRS 11.190(2)(c) (setting a four-year statute of limitations for
9 "[a]n action upon a contract, obligation or liability not founded upon an instrument in
10 writing."). This claim is barred as a matter of law since the claim was asserted after the
11 four-year statute of limitations expired on August 5, 2019.

12 In addition, as an independent basis, a claim for unjust enrichment is also barred
13 because Johnson cannot assert a claim for unjust enrichment when there exists a
14 contract that Johnson claims is enforceable, *i.e.*, the Note. *Leasepartners Corp. v. Robert*
15 *L. Brooks Trust*, 113 Nev. 747, 755-756, 942 P.2d 182, 187 (1997) ("An action based on a
16 theory of unjust enrichment is not available when there is an express, written contract,
17 because no agreement can be implied when there is an express agreement. A party is
18 barred from seeking equitable relief such as unjust enrichment when the party has a legal
19 claim.").

20
21
22 **E. 4TH CLAIM "FRAUD IN THE INDUCEMENT" BARRED.**

23 Johnson's 4th claim asserts a claim for fraud in the inducement. This claim has a
24 three (3) year statute of limitations. NRS 11.190(3)(c) (setting a three-year statute of
25
26 _____
27 action, they must be disregarded as superfluous as no additional claim is actually
28 stated.").

1 limitations for "an action for relief on the ground of fraud . . ."). This claim is barred as a
2 matter of law since the claim was asserted after the three-year statute of limitation expired
3 on August 5, 2018. While the accrual of a fraud claim may be tolled during the period of
4 time an injured party could not discover the fraud, in the instance of recordation of
5 documents, Johnson is deemed as a matter of law to have constructive notice of the
6 contents of the Deed supporting her allegations of fraud.¹⁴ Therefore, in this instance,
7 there is no tolling of any statute of limitations for fraud. *Bemis v. Bemis*, 114 Nev. 1021,
8 1026, fn.2, 967 P.2d 437, 441 fn. 2 (1998) ("the public recording of real estate deeds
9 constitutes constructive notice of the transaction").
10

11 **F. 5TH CLAIM "EQUITABLE LIEN" BARRED.**

12 Johnson's 5th claim wrongfully asserts as a "claim" for the imposition of a remedy
13 of an "equitable lien". An equitable lien is not a substantive claim for relief. Instead, it is
14 merely a remedy that is applied in the absence of a legal remedy.¹⁵ *Maki v. Chong*, 119
15 Nev. 390, 394, 75 P.3d 376, 379 (2003) ("Equitable liens become necessary on account
16 of the absence of similar remedies at law." (citation omitted)). Accordingly, a "claim" for
17
18

19 ¹⁴ *Allison Steel Mfg. Co. v. Bentonite, Inc.*, 86 Nev. 494, 498, 471 P.2d 666, 669 (1970)
20 (party under a "duty of inquiry" to review recorded documents because the recorded
21 documents imposes "constructive notice").

22 ¹⁵ "Equitable relief is premised upon the unavailability of an adequate legal remedy."
23 *Vercellono v. Gerber Products Co.*, No. CIVA-09-CV-2350 (DMC), 2010 WL 455388, at *9
24 (D.N.J. Feb. 3, 2010) (applying Nevada law and citing *Las Vegas Fetish & Fantasy*
25 *Halloween Ball, Inc. v. Ahern Rentals*, 182 P.3d 764, 767 n. 14 (Nev. 2008). When a
26 plaintiff asserts a breach of contract, then a claim for damages is an adequate remedy.
27 *Id.* at *10 ("Plaintiffs exclusively assert pure economic harm. Therefore, the Court
28 concludes that a claim for damages affords Plaintiffs an adequate remedy if Plaintiffs
prevail."). Therefore, "equitable relief is precluded where an adequate legal remedy
exists. *Id.* at *9. Because a legal remedy exists in favor of Johnson, an equitable remedy
of an "equitable lien" is barred as a matter of law.

1 an equitable lien is defective pleading and dismissal is mandated since this remedy is not
2 a claim.¹⁶

3 Independently, and even if the remedy of an "equitable lien" is treated as a "claim"
4 then at best a four (4) year statute of limitation could be argued to apply. NRS
5 11.190(2)(c) (setting a four-year statute of limitations for "[a]n action upon a contract,
6 obligation or liability not founded upon an instrument in writing."). Even assuming this
7 Court treated an "equitable lien" as a legal claim, it is again barred as a matter of law by
8 the application of the statute of limitations.
9

10 **G. 6TH CLAIM "CONSTRUCTIVE TRUST" BARRED.**

11 Johnson's 6th claim wrongfully asserts as a "claim" for the imposition of a remedy
12 of a "constructive trust". Identical to an equitable lien, a constructive trust is not a
13 substantive claim for relief, it is instead merely a remedy that may be available in the
14 event a valid claim is successful. *Locken v. Locken*, 98 Nev. 369, 650 P.2d 803, 804-05
15 (1982) (a constructive trust is "a remedial device . . ."). *Am. Master Lease LLC v. Idanta*
16 *Partners, Ltd.*, 225 Cal. App. 4th 1451, 1485, 171 Cal. Rptr. 3d 548, 575 (Cal. Ct. App.
17 2014), as modified (May 27, 2014) ("[i]mposition of '[a] constructive trust is an equitable
18 remedy").
19

20 Requests seeking to impose a constructive trust as a remedy are subject to the
21 applicable statutes of limitations on the underlying substantive claim. *Embarcadero Mun.*
22 *Imp. Dist. v. County of Santa Barbara*, 88 Cal. App. 4th 781, 793, 107 Cal. Rptr. 2d 6, 15
23
24

25
26 ¹⁶ *Crockett & Myers, Ltd. v. Napier, Fitzgerald & Kirby, LLP*, 440 F.Supp.2d 1184, 1197
27 (D. Nev. 2006) ("Where a plaintiff can maintain an action at law and the legal remedy is
adequate, resort to equity is not appropriate.").

(Cal. Ct. App. 2001) (“an action seeking to establish a constructive trust is subject to the limitation period of the underlying substantive right.”). When the substantive right is barred by a statute of limitations, then there is no ability to obtain a constructive trust as a remedy. *Davies v. Krasna*, 14 Cal. 3d 502, 516, 535 P.2d 1161, 1170, 121 Cal. Rptr. 705, 714 (Cal. 1975) (“A constructive trust is not a substantive device but merely a Remedy’ . . . an action seeking to establish a constructive trust is subject to the limitation period of the underlying substantive right. . . . If that substantive right is barred by the statute of limitations, as here, the remedy necessarily fails.”).

Independently, and even if the remedy of a “constructive trust” is treated as a “claim” then at best a four (4) year statute of limitation could be argued to apply. NRS 11.190(2)(c) (setting a four-year statute of limitations for “[a]n action upon a contract, obligation or liability not founded upon an instrument in writing.”). Again, even assuming this Court treated a “constructive trust” as a stand alone claim, it is also barred as a matter of law.

H. 7TH CLAIM “INJUNCTIVE RELIEF” BARRED.

Johnson's 7th Claim again wrongfully asserts as a “claim” the request for the remedy of “injunctive relief”.¹⁷ Identical to an equitable lien and a constructive trust, injunctive relief is exactly what it says—relief, not a legally recognized claim for relief. Independently, and even if the remedy of a “constructive trust” is treated as a “claim” then at best a four (4) year statute of limitation could be argued to apply. NRS 11.190(2)(c)

¹⁷ While local custom is to separately plead injunctive relief as a stand alone “claim”, it is not a claim. It is merely a mechanism to alert litigants that injunctive relief may be sought and functions no differently than a “Prayer for Relief” in a complaint.

(setting a four-year statute of limitations for "[a]n action upon a contract, obligation or liability not founded upon an instrument in writing."). Again, even assuming this Court treated a "injunctive relief" as a claim, it is also barred as a matter of law.

V. CONCLUSION.

The Deed was recorded on **August 6, 2015**. Johnson is charged with constructive notice of the contents and existence of the Deed as of that date and all statutes of limitation immediately commenced to run. Claims 3 through 7 are barred by the applicable statutes of limitations (to the extent the Court treats claims 5-7 as actual "claims" and not remedies).¹⁸

Claim 1 does not satisfy the Court's subject matter jurisdictional threshold and must be dismissed. Claim 2 is immaterial and must be stricken. Alternatively, Claim 2 is duplicative and must be stricken. Lastly, even if Claim 2 is not stricken, it also fails to satisfy the Court's subject matter jurisdictional threshold.

AFFIRMATION: This document does not contain the social security number of any person.

DATED this 5th day of March, 2021.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509

By: 

MARK G. SIMONS
ANTHONY L. HALL
Attorneys for Defendants

¹⁸ Technically, only claim 3 and 4 are barred and claims 5-7 are precluded as remedies as a matter of law. However, should the Court defer to the label of "claims" for 5-7, they are barred by the statute of limitations as well.

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **MOTION TO DISMISS** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:


Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 5 day of March, 2021.


Employee of Simons Hall Johnston PC

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

EXHIBIT LIST

NO.	DESCRIPTION	PAGES
1	Deed	7
2	Westlaw Printouts	5

EXHIBIT 1

EXHIBIT 1

WHEN RECORDED MAIL TO:
Michael Hatch and Alisha Hatch
9845 Firefoot Lane
Reno, NV 89521

DOC #4500519
08/06/2015 03:43:59 PM
Electronic Recording Requested By
TICOR TITLE - RENO (MAIN)
Washoe County Recorder
Lawrence R. Buttness
Fee: \$23.00 RPTT: \$2621.95
Page 1 of 7

MAIL TAX STATEMENTS TO:
Same As Above

Escrow No. 1404892-LMZ

The undersigned hereby affirms that this document
submitted for recording does not contain the social
security number of any person or persons.
(Pursuant to NRS 239b.030)

APN No.: 141-254-09
R.P.T.T. \$2,621.95

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Toll South Reno, LLC, a Nevada Limited Liability
Company

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby
Grant, Bargain, Sell and Convey to Michael Hatch and Alisha Hatch, husband and wife as joint
tenants with right of survivorship

all that real property situated in the County of Washoe, State of Nevada, described as follows:

SEE EXHIBIT "A&B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining.

Signature and notary acknowledgement on page two.

THIS DOCUMENT IS BEING RECORDED
AS AN ACCOMODATION ONLY. NO
LIABILITY IS ASSUMED HEREBY.

Toll South Reno, LLC, a Nevada limited liability company

By: Gary M. Mayo, President DAVID STANLEY, VICE PRESIDENT

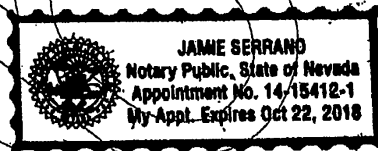
STATE OF NEVADA
COUNTY OF WASHOE

} ss:

This instrument was acknowledged before me on ,
by GARY M. MAYO DAVID STANLEY.

August 3rd 2015

[Signature]
NOTARY PUBLIC



This Notary Acknowledgement is attached to that certain Grant, Bargain, Sale Deed dated date of document under escrow No. 01404892.

Exhibit "A"

The land referred to in this Policy is described as follows:

Lot 55 of DAMONTE RANCH VILLAGE 11D, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on April 3, 2014, as File No. 4341181, Official Records, Tract Map No. 5071.

More Commonly Known as: 9845 Firefoot Lane, Reno, Nevada
Assessor's Parcel No.: 141-254-09

COPY

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ALTA Plain Language Commitment Form (6/17/06)
Schedule C

109-14000223-TBI/15

JA_00144

Exhibit "B"

**ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE
BUYER'S USE OF PROPERTY**

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer"), Lot No. 0055 (the "Property") in the community of Estates at Saddle Ridge.

1. OWNER OCCUPANCY: Seller desires to sell only to buyers who will occupy the home as their primary residence or a secondary residence, i.e., vacation or seasonal home (their "Residence"), to create an established community of owner-occupied homes. Seller and Buyer agree that homebuyers prefer owner-occupied communities and, as such, owner-occupied communities proved a better environment to sell homes and in which to reside. Therefore, Seller chooses to only sell homes to buyers who intend to occupy the home as their Residence for a minimum of one (1) year after the closing. To induce Seller to agree to sell the Property to Buyer, Buyer represents warrants and agrees as follows:

1.1 Use of Principal Residence for One (1) Year. Buyer represents and warrants to Seller that (a) Buyer is purchasing the Property for use as Buyer's Residence; (b) Buyer will occupy the Property within thirty (30) calendar days after the Closing; and (c) Buyer will not attempt to transfer Buyer's rights under the Agreement or enter into any agreement for the lease, sale or other transfer of the Property that would result in Buyer's failure to occupy the Property as Buyer's Residence and hold title thereto in fee simple for a period of one (1) year after the Settlement of Buyer's purchase of the Property (the "Occupancy Period"). The provisions of this Section and the accuracy of the above representations warranties constitute a personal covenant of Buyer and a condition precedent to Seller's performance under the Agreement.

Michael Alisha Initials KJ

1.2 Transfer before Closing. Except for Hardship Situations, as described in Section 1.5 or Unrestricted Transfers as described in Section 1.6, any attempt by Buyer to assign Buyer's rights under this Agreement or to lease, sell or otherwise transfer the Property before the Closing will constitute both (a) a breach of the Agreement, entitling Seller, at its sole election, to immediately terminate this Agreement and retain Buyer's deposit as liquidated damages and (b) the failure of a condition precedent to Seller's obligation to sell the Property to Buyer. However, if Buyer's breach does not become known to Seller or Seller fails to terminate this Agreement until after Closing, then Seller will be limited solely to the remedy of Liquidated Damages described in Sections 1.3 and 1.4.

Michael Alisha Initials KJ

1.3 Transfer after closing. Except for Hardship Situations as described in Section 1.5 or Unrestricted Transfers as described in Section 1.6, Buyer's transfer of title to the Property prior to or during the Occupancy Period constitutes a breach of this Agreement. Buyer and Seller agree that such a breach will entitle the Seller to liquidated damages to be promptly paid by Buyer to Seller in the amount of one-half of the difference between the sales price on resale and the purchase price hereunder. **Seller and Buyer that the amount of liquidated damages is a reasonable measurement of Seller's damages in the case of such a breach given that Seller's actual damages would be extremely difficult and impractical to determine.**

NEH ASH Initials

1.4 Lease of Property After Closing. Except for Hardship Situations as described in Section 1.5 or Unrestricted Transfers as described in Section 1.6, Buyer's failure to make the Property Buyer's Residence during the Occupancy Period or Buyer's lease of the property during the Occupancy Period constitutes a breach of this Agreement, entitling Seller to liquidate damages. Buyer and Seller agree that such a breach will entitle Seller to liquidated damages to be promptly paid by Buyer to Seller in the amount of one-half of the total payments received from the tenant for the first 12 months of the rental period. **Seller and Buyer agree that the liquidated damages amount is a reasonable measurement of Seller's damages in the case of such a breach given that Seller's actual damages would be extremely difficult and impractical to determine.**

NEH ASH Initials

1.5 Hardship Situations. The following events will be deemed to constitute "Hardship Situations" under which Buyer will be relieved of the obligations of this Section concerning limitations on the sale or lease of the Property.

- 1.5.1.1 The death of the Buyer (or any person who is co-buyer if more than one);
- 1.5.1.2 The dissolution of Buyer's marriage or legal separation of married Buyers;
- 1.5.1.3 A Mandatory job transfer required by Buyer's employer (not including Buyer if buyer is self employed);
- 1.5.1.4 A medical or financial emergency, proof of which Seller has approved within its sole discretion, and
- 1.5.1.5 A situation which, in the sole judgment of Seller, constitutes a hardship consistent with the purpose of this Section.

1.6 Unrestricted Transfers. The following transfers are not in violation of the stated purpose of this Section and are not subject to the provisions of Sections 1.3 and 1.4.

- 1.6.1.1 A transfer between spouses or between parent and child (but subsequent transfers within the Occupancy Period would be subject to this Endorsement);

NEH ASH Initials

1.6.1.2 A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such a decree;

1.6.1.3 A transfer into a revocable *inter vivos* trust in which Buyer is the beneficiary; and

1.6.1.4 A transfer, conveyance, pledge, or assignment of the Property (such as a Mortgage) to secure the performance of an obligation, which will be released or reconveyed upon the completion of the performance; and

1.6.1.5 A transfer resulting from a foreclosure (by judicial foreclosure or trustee's sale) by the beneficiary of a first mortgage or a transfer in lieu thereof.

1.7 **FHA/VA Loans.** Notwithstanding anything to the contrary contained herein, in the event the mortgage or deed of trust on the Property is insured by FHA or guaranteed by VA any occupancy requirements of FHA and/or VA, as applicable, shall apply and the provisions of this endorsement shall be of no further force and effect as to the Property.

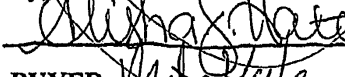
1.8 **No Unreasonable Restraint.** The purpose of this Section is to comply with Seller's intention to sell homes only to persons who intend to occupy them as their Residences; to obtain a stabilized community of owner-occupied homes; and to provide the type of community in which prospective buyers are most interested in living. Buyer agrees that the provisions and restrictions set forth in this Section do not constitute an unreasonable restraint upon alienation of the Property, and that the liquidated damages provisions in Sections 1.3 and 1.4 are not a penalty or a forfeiture.

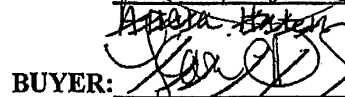
 Initials

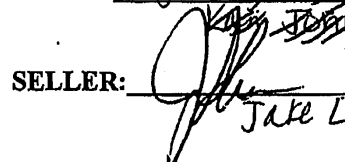
1.9 **Survival.** The rights and duties pursuant to this Section shall survive Closing and remain in full force and effect in accordance with its terms.

THIS ENDORSEMENT TO AGREEMENT OF SALE is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

BUYER:  Arisha Hatch DATE 12/13/14

BUYER:  Mitch Hatch DATE 12/13/14

SELLER:  Jake Lucero DATE 12/13/14



WASHOE COUNTY RECORDER

OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1001 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.



Signature

8-6-15

Date



Printed Name

EXHIBIT 2

EXHIBIT 2

All content

adv: "cause #of action" /15 "demand #on loan"

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Law Firm

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adv: claim /15 "demand #on loan documents"

Nevada

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Documents related to your search

Secondary Sources

§ 12:16.Exhibit 12.2: Deed in lieu of foreclosure agreement (borrower to pay lender and release conditioned on borrower's satisfaction of certain conditions)

Commercial Real Estate Workouts

...and heirs, from and with respect to the Loan, the Loan Documents and all claims, demands and causes of action relating thereto, but not with respect...

LENDER'S POST-SATISFACTION WITHDRAWAL OF FUNDS BREACHED AGREEMENT IN PAYOFF LETTER

March 10, 2020 • Commercial Lending Litigation News

...the credit agreement, and expressly stated that all obligations, guarantees, claims and demands under the loan documents would be discharged upon Citizens' receipt of a fully executed...

All content

adv: claim /15 "demand #on loan documents"

All States

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adv: claim /5 demand /5 "loan document"

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Additional Relevant WestSearch™ Cases (10)

No Documents Found

Documents related to your search

Secondary Sources Briefs Trial Court Documents

§ 12:16.Exhibit 12.2: Deed in lieu of foreclosure agreement (borrower to pay lender and release conditioned on borrower's satisfaction of certain conditions)

Commercial Real Estate Workouts

...and heirs, from and with respect to the Loan, the Loan Documents and all claims, demands and causes of action relating thereto, but not with respect...

LENDER'S POST-SATISFACTION WITHDRAWAL OF FUNDS BREACHED AGREEMENT IN PAYOFF LETTER

March 10, 2020 • Commercial Lending Litigation News

...the credit agreement, and expressly stated that all obligations, guarantees, claims and demands under the loan documents would be discharged upon Citizens' receipt of a fully executed...

2645
STEFANIE T. SHARP, ESQ.
Nevada State Bar No. 8661
CLAYTON P. BRUST, ESQ.
Nevada State Bar No. 5234
ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional Corporation
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7169
Email: ssharp@rssblaw.com

Attorneys for Plaintiff Kari Anne Johnson

**IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE**

KARI ANNE JOHNSON, an individual,

Plaintiff,

vs.

MICHAEL EDWARD HATCH, an individual;
ALISHA SUZANNE HATCH, an individual;
and DOES I THROUGH X, inclusive;

Defendants.

CASE NO.: CV21-00246

DEPT. NO.: 4

OPPOSITION TO EX PARTE MOTION FOR ORDER SHORTENING TIME

Plaintiff KARI ANNE JOHNSON, by and through her counsel of record herein, STEFANIE T. SHARP, ESQ. and CLAYTON P. BRUST, ESQ. of the law firm of ROBISON, SHARP, SULLIVAN & BRUST, LTD., hereby opposes the Ex Parte Motion for Order Shortening Time (the "Motion") filed by Defendants MICHAEL EDWARD HATCH and ALISHA SUZANNE HATCH. This motion is based upon the following Memorandum of Points and Authorities and any other information and evidence the Court wishes to consider.

./././

./././

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Defendants seek an Order Shortening Time on their Motion to Dismiss requiring that Plaintiff
4 file its Opposition within seven days of service of the Motion to Dismiss, or March 12, 2021.
5 Defendants' sole reason for requesting a shortened briefing schedule is so that the hearing on the
6 Motion to Dismiss and Motion to Expunge the Lis Pendens can be held the same day. Defendants
7 do not identify any basis that warrants an expedited briefing schedule on the Motion to Dismiss and
8 therefore, have not shown good cause pursuant to Washoe District Court Rule ("WDCR") 11(3).
9 Therefore, the Motion should be denied.

10 **II. LEGAL ARGUMENT**

11 WDCR 11(3) provides:

12 For good cause shown, the judge who is to try the case, or if the judge is not in the
13 courthouse during regular judicial hours, the chief judge or, if the case is within the
14 jurisdiction of the family division, the presiding judge of the family division, may
15 make an ex parte order shortening time upon a satisfactory showing to the judge that
a good faith effort has been made to notify the opposing counsel of the motion.

16 Defendants do not provide any support for their request to shorten the briefing schedule.
17 While Defendants may find it convenient to have the Court hear both motions on the same day,
18 convenience is not a factor necessitating an expedited briefing schedule.

19 It is unnecessary to conflate the Motion to Expunge Lis Pendens and the Motion to Dismiss.
20 The primary issue involved in the Motion to Expunge Lis Pendens is whether this action affects title
21 to real property. NRS 14.015(2)(a). This Court can assess that issue without first deciding the Motion
22 to Dismiss (i.e., whether the Complaint states claims upon which relief can be granted).

23 Similarly, while a consideration under NRS 14.015(3)(a) is whether Plaintiff is likely to
24 prevail in this action, this Court need not decide the Motion to Dismiss in order to conduct such
25 analysis. Defendants will certainly have the opportunity to argue why they believe Plaintiff will not
26 ultimately prevail in this case at the hearing on the Motion to Expunge Lis Pendens regardless of
27 whether this Court holds oral argument on the Motion to Dismiss on the same day.

28 Finally, NRS 14.015(1) provides that after a notice of pendency of an action has been

1 recorded, the defendant “may request that the court hold a hearing on the notice, and such a hearing
2 must be set as soon as is practicable” If Defendants believe it necessary to have this Court
3 consider both motions together, then there is no reason why the hearing cannot be set until after full
4 briefing of the Motion to Dismiss occurs in the normal course. Indeed, while Defendants request that
5 this Court set the hearing on the Motion to Expunge Lis Pendens for fifteen days from the date of
6 their Motion to Expunge Lis Pendens, the statute does not require the Court to set the hearing within
7 fifteen days. Rather, NRS 14.015(2) simply requires that Plaintiff have fifteen days’ notice of the
8 hearing. Moreover, Plaintiff’s counsel, Stefanie Sharp, is unavailable March 19, 2021 as she will be
9 getting her second COVID-19 vaccination, and Mr. Brust will be travelling on March 19, 2021, which
10 would be fifteen days after Defendants filed the Motion to Expunge Lis Pendens.

11 **III. CONCLUSION**

12 Based upon the foregoing, Plaintiff respectfully requests that this Court deny the Ex Parte
13 Motion for Order Shortening Time.

14 **AFFIRMATION** 15 **Pursuant to NRS 239B.030**

16 The undersigned does hereby affirm that this document does not contain the social security
17 number of any person.

18 DATED: This 8th day of March 2021.

19 ROBISON, SHARP, SULLIVAN & BRUST, LTD.
20 a Professional corporation
21 71 Washington Street
22 Reno, NV 89503

23 BY /s/ Stefanie T. Sharp, Esq.
24 STEFANIE T. SHARP, ESQ.
25 CLAYTON P. BRUST, ESQ.

26 *Attorneys for Plaintiff Kari Anne Johnson*
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of **OPPOSITION TO EX PARTE MOTION FOR ORDER SHORTENING TIME** on all parties to this action by the method(s) indicated below:

_____ by placing true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

 x by using the Court's CM/ECF Electronic Notification System addressed to:

Mark G. Simons, Esq.
Anthony L. Hall, Esq.
SIMONS HALL JOHNSTON PC
Email: MSimons@SHJNevada.com
AHall@SHJNevada.com
Attorneys for Defendants

_____ by personal delivery/hand delivery addressed to:

_____ by facsimile (fax) addressed to:

_____ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 8th day of March 2021.

/s/ Leslie M. Lucero
Employee of Robison, Sharp, Sullivan & Brust

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

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2021-03-09 11:35:10 AM
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1 **3795**
2 Mark G. Simons, Esq. (SBN 5132)
3 Anthony L. Hall, Esq. (SBN 5977)
4 SIMONS HALL JOHNSTON PC
5 6490 S. McCarran Blvd., Ste. F-46
6 Reno, Nevada 89509
7 Telephone: (775) 785-0088
8 Facsimile: (775) 785-0087
9 Email: MSimons@SHJNevada.com
10 AHall@SHJNevada.com

11 *Attorneys for Defendants*

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IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual;
Plaintiffs,

CASE NO.: CV21-00246

DEPT. NO.: 7

v.

MICHAEL EDWARD HATCH, an
individual; ALISHA SUZANNE HATCH, an
individual; and DOES I to X, inclusive

Defendants.

REPLY IN SUPPORT OF EX PARTE MOTION FOR ORDER SHORTENING TIME

Defendants Michael Edward Hatch and Alisha Suzanne Hatch (the "Hatches"), by
and through their attorney MARK G. SIMONS of SIMONS HALL JOHNSTON PC, submit
the following reply in support of their Ex Parte Motion for Order Shortening Time to
respond to the Hatches Motion to Dismiss.

I. BASIS OF OPPOSITION.

The opposition filed by Kari Anne Johnson ("Johnson") argues that shortening time
to respond to the Motion to Dismiss contemporaneously is not convenient. Opp., p. 2:16-

1 18. Convenience of Johnson's counsel is not a relative factor when considering the lack
2 of merits of the dispute and the harm caused to the Hatches by the wrongful recordation
3 of the Lis Pendens against the Hatches' property.

4 **II. THE ORDER SHORTENING TIME SHOULD BE GRANTED.**

5 As detailed in the Motion to Expunge the Lis Pendens, and reiterated in the Motion
6 to Dismiss, the claims asserted by Johnson are barred by the applicable statute of
7 limitations and/or do not trigger the subject matter jurisdiction of this Court. When
8 evaluating the appropriateness of the Motion to Expunge the Lis Pendens, the Court must
9 undertake a merit analysis of Johnson's claims. NRS 14.015(3).

10 Since the Court must already undertake a merit analysis of Johnson's claims via
11 the Motion to Expunge the Lis Pendens, judicial economy and the circumstances of this
12 case warrant the issuance of the Order Shortening Time. This is because there is no
13 need to duplicate a hearing or analysis on Johnson's claims first via the Motion to
14 Expunge Lis Pendens and then follow with the same analysis at a later date on the
15 Motion to Dismiss. Duplication and redundancy may be the objective Johnson seeks to
16 achieve; however, it is simply a waste of time and judicial resources.

17 Johnson must oppose the Motion to Expunge the Lis Pendens and address the
18 merits of the lack of a viable claim that is not barred by the statute of limitations and/or
19 fails to achieve the threshold monetary limit of this Court's subject matter jurisdiction.
20 This will be the identical briefing that will be required to oppose the Motion to Dismiss.

21 Johnson is statutorily required to oppose the Motion to Expunge the Lis Pendens
22 on 15 day's notice. NRS 14.015(2). Johnson's refusal to respond to the Motion to
23 Dismiss which addresses the same issues raised relating to the lack of merit of any claim
24 in the Motion to Expunge makes no logical or reasonable sense. Facially, Johnson's
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1 refusal to move forward with opposition of the Motion to Dismiss on an expedited basis--
2 merely so the Court can duplicate time and effort and to address the same arguments at
3 a later date--is clearly a waste of limited judicial resources. *Compare* NRCP 1 ("[the rules
4 of civil procedure] should be construed, administered, and employed by the court and the
5 parties to secure the just, speedy, and inexpensive determination of every action and
6 proceeding.").

7
8 **III. JOHNSON SHOULD WITHDRAW HER LIS PENDENS.**

9 The Hatches are vested with statutory rights to require a claimant who records a lis
10 pendens against their property to appear and defend such invasive conduct. The Nevada
11 Legislature has made it abundantly clear that the impact upon a real property owner due
12 to a recorded lis pendens is such a significant event that an offending party "must" defend
13 their actions on 15 day's notice and such hearing takes "precedence over all other civil
14 matters except a motion for a preliminary injunction." NRS 14.015(2). The Hatches have
15 no intention or desire to waive their statutory rights to accommodate Johnson's offensive
16 and wrongful recordation of a lis pendens against their property.

17
18 However, should Johnson not elect to defend against her wrongful recordation of
19 the Lis Pendens, Johnson may voluntarily expunge the Lis Pendens from Hatches' title.
20 Then, in this fashion, an OST is not required and Johnson may respond to the merits of
21 the Motion to Dismiss at her leisure.
22

23 **IV. CONCLUSION.**

24 Based upon the foregoing, it is requested this Court enter its order shortening time
25 for Plaintiff to respond to the Motion Dismiss to seven (7) days from the date of service,
26 *i.e.*, March 12, 2020 at 5:00 p.m.
27
28

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 **AFFIRMATION:** This document does not contain the social security number of any
2 person.

3 DATED this 9th day of March, 2021.

4
5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, NV 89509

8 By: 

9 MARK G. SIMONS
10 ANTHONY L. HALL
11 Attorneys for Defendants

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **REPLY IN SUPPORT OF EX PARTE MOTION FOR ORDER SHORTENING TIME** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

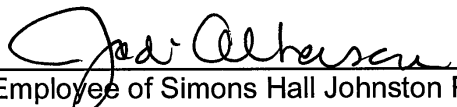
Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 9th day of March, 2021.


Employee of Simons Hall Johnston PC

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

FILED
Electronically
CV21-00246
2021-03-09 11:35:10 AM
Jacqueline Bryant
Clerk of the Court
Transaction # 8332687 : sacordag

1 **3860**
2 Mark G. Simons, Esq. (SBN 5132)
3 Anthony L Hall, Esq. (SBN 5977)
4 SIMONS HALL JOHNSTON PC
5 6490 S. McCarran Blvd., Ste. F-46
6 Reno, Nevada 89509
7 Telephone: (775) 785-0088
8 Facsimile: (775) 785-0087
9 Email: MSimons@SHJNevada.com
10 AHall@SHJNevada.com

11 *Attorneys for Defendants*

12
13
14
15 **IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**
16 **IN AND FOR THE COUNTY OF WASHOE**

17 KARI ANNE JOHNSON, an individual;

18 Plaintiffs,

19 v.

20 MICHAEL EDWARD HATCH, an
21 individual; ALISHA SUZANNE HATCH, an
22 individual; and DOES I to X, inclusive

23 Defendants.

CASE NO.: CV21-00246

DEPT. NO.: 7

24
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27
28 **REQUEST FOR SUBMISSION**

is hereby requested that Defendants Ex Parte Motion for Order Shortening Time
that was filed with the Court on March 5, 2021, be submitted for decision in this matter.

///

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///

///

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 **AFFIRMATION:** This document does not contain the social security number of any
2 person.

3 DATED this 9th day of March, 2021.

4
5 SIMONS HALL JOHNSTON PC
6 6490 S. McCarran Blvd., Ste. F-46
7 Reno, NV 89509

8 By: 

9 MARK G. SIMONS
10 ANTHONY L. HALL
11 Attorneys for Defendants

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **REQUEST FOR SUBMISSION** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

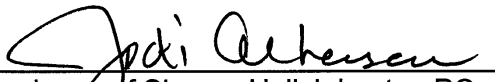
Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 9th day of March, 2021.


Employee of Simons Hall Johnston PC

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

* * *

KARI ANNE JOHNSON, an individual,

Plaintiff,

vs.

Case No.: CV21-00246

Dept. No.: 7

MICHAEL EDWARD HATCH, an
individual; ALISHA SUZANNE
HATCH, an individual; and DOES
I to X, inclusive,

Defendants.

ORDER

Presently before the Court is the *Emergency Motion to Expunge Lis Pendens* (“the Emergency Motion”). Defendants MICHAEL EDWARD HATCH and ALISHA SUZANNE HATCH (“the Defendants”) filed the Motion on March 5, 2021. The Defendants also filed the *Request for Hearing Pursuant to NRS 14.015* (“the Request”) on March 5, 2021.

Also, presently before the Court is the *Ex Parte Motion for Order Shortening Time* (“the OST Motion”). The Defendants filed the OST Motion on March 5, 2021. Plaintiff KARI ANNE JOHNSON (“the Plaintiff”) filed the *Opposition to Ex Parte Motion for Order Shortening Time* (“the OST Opposition”) on March 8, 2021. The Defendants filed the *Reply in Support of Ex Parte Motion for Order Shortening Time* (“the OST Reply”) on March 9, 2021, and contemporaneously submitted the OST Motion for the Court’s consideration.

1 The Plaintiff filed the *Verified Complaint* (“the Complaint”) on February 10,
2 2021.¹ The Complaint contains seven causes of action: 1) Breach of Note; 2) Demand
3 on the Loan Documents; 3) Unjust Enrichment on Loan Documents; 4) Fraud in the
4 Inducement; 5) Equitable Lien; 6) Constructive Trust; and 7) Injunctive Relief. The
5 underlying matter relates to the purchase of 9845 Firefoot Lane, Reno, Nevada (“the
6 Property”). The Complaint generally alleges the Plaintiff loaned the Defendants
7 money to purchase the Property (“the Loan”). The Defendants promised to repay the
8 Loan and name the Plaintiff on the title of the Property until the Loan was fully paid,
9 as allegedly evidenced in the “Promissory Note for Hatch Residence 9845 Firefoot
10 Lane, Reno, NV 89521” (“the Note”). The Complaint 2:17-22. The Plaintiff alleges the
11 Defendants manipulated her into signing documents removing her from the Property’s
12 title at closing. The Complaint 4:14-27. The Plaintiff aver the Defendants have
13 defaulted on the Loan on January 1, 2021. The Complaint 4:6-8. The Plaintiff filed
14 the *Notice of Recording of Lis Pendens* (“the Notice”) on February 10, 2021.

15 In the Emergency Motion, the Defendants move the Court for an order
16 expunging the lis pendens recorded by the Plaintiff against the Property. The
17 Defendants believe the Complaint asserts no viable claim. The Defendants argue the
18 only potentially viable claim asserted in the Complaint not barred by the applicable
19 statute of limitations is the claim for breach of contract, over which the Court
20 allegedly lacks subject matter jurisdiction. *See generally* the Emergency Motion 4-14.
21 The Defendants argue the Plaintiff improperly filed the lis pendens because the
22 dispute is contractual, and the Plaintiff only seeks monetary damages. *See generally*
23 the Emergency Motion 16-18.

24 ///

25 ///

27 ¹ This matter was originally assigned to Department 4; however, it was re-assigned to Department 7 on
28 March 9, 2021. *See Order of Recusal* (Mar. 9, 2021); *Case Assignment Notification* (Mar. 9, 2021); and
Order Accepting Reassignment (Mar. 9, 2021).

1 In the OST Motion, the Defendants move the Court for an ex parte order
2 shortening time to respond to the *Motion to Dismiss* (Mar. 5, 2021) (“the MTD”). The
3 Defendants request the Plaintiff be ordered to respond seven days from the MTD’s
4 date of service, i.e., March 12, 2021, so the Court may hear oral arguments on the
5 Emergency Motion and the MTD together. The OST Motion 2:23-27; 3:1-2. The
6 Plaintiff argues “[t]he primary issue involved in the [Emergency Motion] is whether
7 this action affects title to real property. NRS 14.015(2)(a). This Court can assess that
8 issue without first deciding the [MTD] . . .” The OST Opposition 2:20-22. The
9 Plaintiff contends NRS 14.015(2) requires the Plaintiff to have 15 days’ notice of the
10 hearing, and that if it is necessary to hear the motions together, there is no reason
11 why the hearing cannot be held after the MTD has been fully briefed. The OST
12 Opposition 3:2-6. The Defendants reply judicial economy and the circumstances of the
13 matter warrant the issuance of the OST Motion. The OST Opposition 2:11-23.

14 NRS 14.015 sets forth the requirements for maintaining a notice of lis pendens:

- 15 (1) After a notice of pendency of an action has been recorded with the
16 recorder of the county, the defendant or, if affirmative relief is
17 claimed in the answer, the plaintiff, may request that the court
18 hold a hearing on the notice, and such a hearing must be set as
19 soon as is practicable, taking precedence over all other civil matters
except a motion for a preliminary injunction.
 - 20 (2) Upon 15 days’ notice, the party who recorded the notice of pendency
21 of the action must appear at the hearing and, through affidavits
22 and other evidence which the court may permit, establish to the
satisfaction of the court that:
 - 23 (a) The action is for the foreclosure of a mortgage upon the real
24 property described in the notice or affects the title or possession
25 of the real property described in the notice;
 - 26 (b) The action was not brought in bad faith or for an improper
27 motive;
- 28

1 (c) The party who recorded the notice will be able to perform any
2 conditions precedent to the relief sought in the action insofar as
it affects the title or possession of the real property; and

3 (d) The party who recorded the notice would be injured by any
4 transfer of an interest in the property before the action is
5 concluded.

6 (3) In addition to the matters enumerated in subsection 2, the party
7 who recorded the notice must establish to the satisfaction of the
court either:

8 (a) That the party who recorded the notice is likely to prevail in the
9 action; or

10 (b) That the party who recorded the notice has a fair chance of
11 success on the merits in the action and the injury described in
12 paragraph (d) of subsection 2 would be sufficiently serious that
13 the hardship on him or her in the event of a transfer would be
greater than the hardship on the defendant resulting from the
notice of pendency.

14 NRS 14.015 contemplates an expedited evidentiary hearing to traverse the
15 validity of the filing of a lis pendens. Statutory construction is a question of law. *Kay*
16 *v. Nunez*, 122 Nev. 1100, 1104, 146 P.3d 801, 805 (2006); *Las Vegas Dev. Grp., LLC v.*
17 *Blaha*, 134 Nev. 252, 254-55, 416 P.3d 233, 236 (2018). The goal of statutory
18 construction is to give effect to the Legislature's intent in enacting the statute.
19 *Dezzani v. Kern & Assocs., Ltd.*, 134 Nev. 61, 65, 412 P.3d 56, 59 (2018). The statute's
20 plain language is the best indicator of legislative intent. *Id.* Where the language is
21 clear and unambiguous, a court does not look beyond it to ascertain legislative intent.
22 *State v. Plunkett*, 134 Nev. 728, 731, 429 P.3d 936, 938 (2018); *Blaha*, 134 Nev. At
23 254-55, 416 P.3d at 235-36 (explaining court gives language its ordinary meaning
24 where language is plain and unambiguous). Based on the statute's plain language the
25 Court interprets NRS 14.015 to require the party who recorded the notice of pendency,
26 in this case the Plaintiff, to appear at the requested hearing upon a 15 days' notice.
27 Therefore, the Court will set a hearing 15 days from the date of this Order ("the
28 Hearing"). The Plaintiff bears the initial burden of persuasion under NRS 14.015(2).

1 Further, to ensure sound judicial economy and administration, the Court orders the
2 MTD to be fully briefed by the date of the Hearing. The parties should be prepared to
3 present oral arguments on the MTD at the Hearing.

4 Accordingly, and good cause appearing, parties to this matter are hereby
5 **ORDERED** to email the Judicial Assistant in Department 7 at laura.watts-
6 vial@washoecourts.us to set a hearing within two (2) judicial days to set this matter
7 for hearing. In an effort to reduce the risk of spreading COVID-19 (novel coronavirus),
8 and to support the Washoe County Health District's efforts to decrease the
9 opportunity for disease transmission, the hearing shall be held by audio visual means,
10 using Zoom, pursuant to the Administrative Order 2020-05(E) filed on January 15,
11 2021, and Nevada Supreme Court Rule Part IX-B. The Zoom invitation for this
12 hearing will be posted to the Court's website at www.washoecourts.com under the
13 banner "online hearings" approximately 48 hours prior to the hearing.

14 **IT IS FURTHER ORDERED** that the *Ex Parte Motion for Order Shortening*
15 *Time* is hereby **DENIED, in part, and GRANTED in part.**

16 **DATED** this 9 day of March, 2021.



EGAN K. WALKER
District Judge

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I hereby certify that I am an employee of the Second Judicial District Court of the State of Nevada, County of Washoe; that on this 10 day of March, 2021, I electronically filed the following with the Clerk of the Court by using the ECF system which will send a notice of electronic filing to the following:

- CLAYTON BRUST, ESQ.
- STEFANIE SHARP, ESQ.
- MARK SIMONS, ESQ.
- ANTHONY HALL, ESQ.



Judicial Assistant

1 **2550**
Mark G. Simons, Esq. (SBN 5132)
2 Anthony L Hall, Esq. (SBN 5977)
SIMONS HALL JOHNSTON PC
3 6490 S. McCarran Blvd., Ste. F-46
Reno, Nevada 89509
4 Telephone: (775) 785-0088
Facsimile: (775) 785-0087
5 Email: MSimons@SHJNevada.com
AHall@SHJNevada.com

6 *Attorneys for Defendants*

7
8
9 **IN THE SECOND JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA**
10 **IN AND FOR THE COUNTY OF WASHOE**

11 KARI ANNE JOHNSON, an individual;

12 Plaintiffs,

13 v.

14 MICHAEL EDWARD HATCH, an
15 individual; ALISHA SUZANNE HATCH,
an individual; and DOES I to X, inclusive

16 Defendants.
17

CASE NO.: CV21-00246

DEPT. NO.: 7

NOTICE OF HEARING

18
19 **NOTICE IS HEREBY GIVEN** that a hearing on Defendants' (1) Emergency Motion
20 to Expunge Lis Pendens; and (2) Motion to Dismiss, has been set for **March 22, 2021 at**
21 **1:30 p.m.** in Department 7 of the Second Judicial District Court, 75 Court Street, Reno,
22 Nevada. In an effort to reduce the risk of spreading COVID-19 (novel coronavirus), and
23 to support the Washoe County Health District's efforts to decrease the opportunity for
24 disease transmission, the hearing shall be held by audio visual means, using Zoom,
25 pursuant to the Administrative Order 2020-05(E) filed on January 15, 2021, and Nevada
26 Supreme Court Rule Part IX-B. The Zoom invitation for this hearing will be posted to the
27
28


SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

1 Court's website at www.washoecourts.com under the banner "online hearings"
2 approximately 48 hours prior to the hearing.

3 **AFFIRMATION:** This document does not contain the social security number of any
4 person.
5

6 DATED this _____ day of March, 2021.

7 SIMONS HALL JOHNSTON PC
8 6490 S. McCarran Blvd., Ste. F-46
9 Reno, NV 89509

10 By:  JEREMY B. CLARKS
11 For ANTHONY L. HALL NV BAR NO. 13849
12 Attorneys for Defendants
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SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **NOTICE OF HEARING** on all parties to this action by the method(s) indicated below:

- ☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:
- ☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

- ☐ by personal delivery/hand delivery addressed to:
- ☐ by facsimile (fax) addressed to:
- ☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 11 day of March, 2021.


Employee of Simons Hall Johnston PC

2520
STEFANIE T. SHARP, ESQ.
Nevada State Bar No. 8661
CLAYTON P. BRUST, ESQ.
Nevada State Bar No. 5234
HANNAH E. WINSTON, ESQ.
Nevada state Bar No. 14520
ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional Corporation
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7169
Email: ssharp@rssblaw.com

Attorneys for Plaintiff Kari Anne Johnson

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual,

CASE NO.: CV21-00246

Plaintiff,

DEPT. NO.: 7

vs.

MICHAEL EDWARD HATCH, an individual;
ALISHA SUZANNE HATCH, an individual;
and DOES I THROUGH X, inclusive;

Defendants.

NOTICE OF APPEARANCE

TO: ALL PARTIES OF INTEREST:

Hannah E. Winston, Esq. and the law office of ROBISON, SHARP, SULLIVAN & BRUST, attorneys for Plaintiff KARI ANNE JOHNSON hereby enters her appearance on the record in the above-entitled matter and requests notice of all hearings, together with copies of all notices, pleadings, motions, responses and other related materials that are issued or filed in connection with these proceedings. All notices and copies in response to the foregoing should be directed to:

Hannah E. Winston, Esq.
Robison, Sharp, Sullivan & Brust
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7941
Email: hwinston@rssblaw.com

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED: This 12th day of March 2021.

ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional corporation
71 Washington Street
Reno, NV 89503

BY /s/ Hannah E. Winston
STEFANIE T. SHARP, ESQ.
CLAYTON P. BRUST, ESQ.
HANNAH E. WINSTON, ESQ.
Attorneys for Plaintiff Kari Anne Johnson

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STEFANIE T. SHARP, ESQ.
Nevada State Bar No. 8661
CLAYTON P. BRUST, ESQ.
Nevada State Bar No. 5234
HANNAH E. WINSTON, ESQ.
Nevada State Bar No. 14520
ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional Corporation
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7169
Email: ssharp@rssblaw.com

Attorneys for Plaintiff Kari Anne Johnson

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual,
Plaintiff,

vs.

MICHAEL EDWARD HATCH, an individual;
ALISHA SUZANNE HATCH, an individual;
and DOES I THROUGH X, inclusive;
Defendants.

CASE NO.: CV21-00246
DEPT. NO.: 7

DEMAND FOR JURY

Plaintiff KARI ANNE JOHNSON, by and through her counsel of record herein, STEFANIE T. SHARP, ESQ., CLAYTON P. BRUST, ESQ., and HANNAH E. WINSTON, ESQ. of the law firm of ROBISON, SHARP, SULLIVAN & BRUST, LTD., demands that a trial of the above-entitled action be heard before a jury.

Tender is herewith made of the sum of \$320 for the first day of trial jury fees.

./././

AFFIRMATION
Pursuant to NRS 239B.030

The undersigned does hereby affirm that this document does not contain the social security number of any person.

DATED: This 12th day of March 2021.

ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional corporation
71 Washington Street
Reno, NV 89503

BY /s/ Stefanie T. Sharp
CLAYTON P. BRUST, ESQ.
STEFANIE T. SHARP, ESQ.
Attorneys for Plaintiff Kari Anne Johnson

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of **DEMAND FOR JURY** on all parties to this action by the method(s) indicated below:

_____ by placing true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

 x by using the Court's CM/ECF Electronic Notification System addressed to:

Mark G. Simons, Esq.
Anthony L. Hall, Esq.
SIMONS HALL JOHNSTON PC
Email: MSimons@SHJNevada.com
AHall@SHJNevada.com
Attorneys for Defendants

_____ by personal delivery/hand delivery addressed to:

_____ by facsimile (fax) addressed to:

_____ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 12th day of March 2021.

/s/ Leslie M. Lucero
Employee of Robison, Sharp, Sullivan & Brust

1 **4105**
2 Mark G. Simons, Esq. (SBN 5132)
3 Anthony L Hall, Esq. (SBN 5977)
4 SIMONS HALL JOHNSTON PC
5 6490 S. McCarran Blvd., Ste. F-46
6 Reno, Nevada 89509
7 Telephone: (775) 785-0088
8 Facsimile: (775) 785-0087
9 Email: MSimons@SHJNevada.com
10 AHall@SHJNevada.com

11 *Attorneys for Defendants*

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IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

11 KARI ANNE JOHNSON, an individual;

12 Plaintiffs,

13 v.

14 MICHAEL EDWARD HATCH, an
15 individual; ALISHA SUZANNE HATCH,
16 an individual; and DOES I to X, inclusive

17 Defendants.

CASE NO.: CV21-00246

DEPT. NO.: 7

SUPPLEMENT TO
EMERGENCY MOTION TO EXPUNGE
LIS PENDENS

19 Defendants Michael Edward Hatch and Alisha Suzanne Hatch (the "Hatches"), by
20 and through their attorney MARK G. SIMONS of SIMONS HALL JOHNSTON PC, hereby
21 Supplement their Emergency Motion to Expunge Lis Pendens as follows:

22
23 **I. SUPPLEMENT.**

24 **A. Arguments III.F, G, and H.**

25 Hatches' arguments III.F, G and H all relate to the proposition that when a legal
26 remedy is available, a Court will not impose equitable remedies. The 5th, 6th and 7th
27 claims for relief asserted by Plaintiff Kari Anne Johnson ("Johnson") improperly label as a
28

1 legal claim, a request for imposition of equitable remedies for amounts claimed to be
2 owed by Hatches. Because Johnson asserts a claim for monetary damages, Johnson
3 has a legal remedy as a matter of law.

4 When a party has an adequate remedy at law, the Court has no authority to grant
5 any equitable relief. *Las Vegas Valley Water Dist. v. Curtis Park Manor Water Users*
6 *Ass'n*, 98 Nev. 275, 278, 646 P.2d 549, 551 (1982) ("The district court was without
7 authority to grant equitable relief, since an adequate remedy exists at law."); *see also*
8 *Bank of Am., N.A. v. Saticoy Bay LLC Series*, 2018 WL 3312969, at *2 (D. Nev. 2018) ("a
9 party cannot obtain an equitable remedy when it has an adequate remedy at
10 law."). Accordingly, Johnson is barred from seeking any equitable relief such as an
11 equitable lien, a constructive trust and/or injunctive relief.

12 **AFFIRMATION:** This document does not contain the social security number of any
13 person.

14 DATED this 15th day of March, 2021.

15
16
17 SIMONS HALL JOHNSTON PC
18 6490 S. McCarran Blvd., Ste. F-46
19 Reno, NV 89509

20 By: 

21 MARK G. SIMONS
22 ANTHONY L. HALL
23 Attorneys for Defendants
24
25
26
27
28

SIMONS HALL JOHNSTON PC
6490 S. McCarran Blvd., Ste. F-46
Reno, NV 89509
Phone: (775) 785-0088

CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of SIMONS HALL JOHNSTON PC and that on this date I caused to be served a true copy of **SUPPLEMENT TO EMERGENCY MOTION TO EXPUNGE LIS PENDENS** on all parties to this action by the method(s) indicated below:

☐ by placing an original or true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

☒ I hereby certify that on the date below, I electronically filed the foregoing with the Clerk of the Court by using the ECF system which served the following parties electronically:

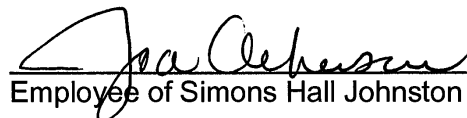
Stefanie T. Sharp
Clayton P. Brust
Attorneys for Defendants

☐ by personal delivery/hand delivery addressed to:

☐ by facsimile (fax) addressed to:

☐ by Federal Express/UPS or other overnight delivery addressed to:

DATED this 15 day of March, 2021.


Employee of Simons Hall Johnston PC

1090
STEFANIE T. SHARP, ESQ.
Nevada State Bar No. 8661
CLAYTON P. BRUST, ESQ.
Nevada State Bar No. 5234
HANNAH E. WINSTON, ESQ.
Nevada State Bar No. 14520
ROBISON, SHARP, SULLIVAN & BRUST, LTD.
a Professional Corporation
71 Washington Street
Reno, Nevada 89503
Telephone: (775) 329-3151
Facsimile: (775) 329-7169
Email: ssharp@rssblaw.com

Attorneys for Plaintiff Kari Anne Johnson

IN THE SECOND JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF WASHOE

KARI ANNE JOHNSON, an individual,
Plaintiff,

vs.

MICHAEL EDWARD HATCH, an individual;
ALISHA SUZANNE HATCH, an individual;
and DOES I THROUGH X, inclusive;
Defendants.

CASE NO.: CV21-00246

DEPT. NO.: 7

**ARBITRATION EXEMPT: Amount in
Controversy Exceeds \$50,000 and
Declaratory and Injunctive Relief
Requested**

Jury Requested

VERIFIED FIRST AMENDED COMPLAINT

COMES NOW, Plaintiff KARI ANNE JOHNSON, by and through her counsel of record herein, STEFANIE T. SHARP, ESQ., CLAYTON P. BRUST, ESQ. and HANNAH E. WINSTON, ESQ. of the law firm of ROBISON, SHARP, SULLIVAN & BRUST, LTD., and files her First Amended Verified Complaint for Breach of Contract, Breach of Note, Breach of Confidential Relationship, Unjust Enrichment, Fraud, Equitable Lien, Constructive Trust, Injunctive Relief and Declaratory Judgement (the "First Amended Complaint") complaining as follows:

PARTIES

1. Plaintiff KARI ANNE JOHNSON ("Plaintiff" or "Kari") is an individual and is married to COLIN GROVER ("Colin"). Kari and Colin are residents of Washoe County, Nevada.

1 2. Defendant MICHAEL EDWARD HATCH ("Michael") is an individual residing in
2 Washoe County, Nevada.

3 3. Defendant ALISHA SUZANNE HATCH ("Alisha") is an individual residing in
4 Washoe County, Nevada.

5 4. Alisha and Michael are husband and wife. Alisha and Michael are sometimes
6 individually referred to herein as a "Defendant" and collectively referred to herein as the
7 "Defendants."

8 5. The Plaintiff is ignorant of the true names and capacities of the defendants sued
9 herein as DOES I through X, inclusive, and therefore sues these defendants by such fictitious names.
10 The Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

11 6. The Plaintiff is informed and believes and thereon alleges that, at all times herein
12 mentioned, each of the defendants sued herein was the agent of each of the remaining defendants
13 and was at all times acting within the purpose and scope of such agency.

14 **BACKGROUND AND STATEMENT OF FACTS**

15 7. Plaintiff and Alisha met in childhood. When they reconnected in adulthood they
16 shared housing for a period of time and Plaintiff and Colin socialized with Defendants and
17 considered them friends.

18 8. In approximately November of 2014, Defendants approached Kari about loaning
19 Defendants money to buy certain real property and improvements commonly known as 9845
20 Firefoot Lane, Reno, Nevada, Washoe County, APN: 141-254-09 (the "Property") because
21 Defendants were unable to qualify for a conventional mortgage. During these conversations that
22 occurred at Plaintiff's house, Defendants promised that they would pay the loan as agreed and that
23 Kari's name would be on the title to the Property until the loan was paid in full.

24 9. Kari agreed to loan (the "Loan") the money to the Defendants based on their
25 representations that they would pay the Loan as agreed and on the condition that Kari would be on
26 the title to the property with Defendants until the Loan was paid in full.

27 10. The Property was new construction and Kari and the Defendants were identified as
28 the "buyers" in the Purchase and Sale Contract (the "PSA"). The PSA was signed on December 13,

1 2014. A true and correct copy of the PSA is attached hereto as "Exhibit 1."

2 11. Prior to the closing under the PSA, Alisha presented certain escrow documents to
3 Kari representing that the documents needed to be signed for closing. Kari trusted Alisha implicitly
4 and believed that Alisha and Michael would honor their agreement with Kari that she would be a
5 joint owner of the Property with the Defendants until the Loan was paid in full.

6 12. Kari paid the full amount of the purchase price for the Property and all closing costs.
7 The total amount of the Loan was \$665,838.40. The Loan is evidenced by a "Promissory Note For
8 Hatch Residence 9845 Firefoot Lane, Reno, NV 89521" (the "Note"). Alisha prepared the Note.
9 The Note was signed and initialed by Michael, Alisha and Kari on September 9, 2015. A true and
10 correct copy of the Note is attached hereto as "Exhibit 2."

11 13. The Note specifically refers to the Loan as being a "home loan" and accrues interest
12 at the rate of 3% per annum. A payment schedule requiring monthly payments of principal and
13 interest was part of the Note and attached thereto. A true and correct copy of the payment schedule
14 is attached hereto as "Exhibit 3."

15 14. On or about November 13, 2020, Kari and Colin discovered that Defendants had
16 manipulated Kari into signing documents removing Kari's name from the title to the Property at
17 closing and interlineated through Kari's name on page 6 of the PSA which was recorded with the
18 deed at closing. A true and correct copy of the deed (the "Deed") recorded at closing with the
19 attached interlineated pages of the PSA is attached hereto as "Exhibit 4." At the time of closing,
20 Alisha concealed from Kari that Defendants had substantially changed the deal and had arranged
21 for Kari to be removed from the Deed. A true and correct copy of an irregular Endorsement to
22 Agreement of Sale, purporting to remove Kari from the purchase at the last minute, was either
23 obtained by manipulation/fraud or is a forgery ("Fraudulent Endorsement") is attached hereto as
24 "Exhibit 5." Kari does not recall executing the Fraudulent Endorsement and does not believe it
25 contains her signature. Even if it does contain her signature, her signature was obtained by
26 assurances from Defendants that the deal was the same and Defendants' concealed from Kari that
27 the deal had materially changed. Further, the Fraudulent Endorsement does not even contain a
28 signature line for the seller, necessary party to the Fraudulent Endorsement. See, Exhibit 5.

1 15. Upon information and belief, Defendants used the Fraudulent Endorsement to obtain
2 the Deed to the Property that did not include Kari as a grantee. *See*, “Exhibit 4.” The Deed also
3 evidences that, but for the deception of the Defendants, Kari would have been a joint title holder on
4 the Property with the Defendants. Kari never would have loaned the money if she knew she was
5 not on title to the Property.

6 16. Shortly after the Defendants closed the purchase of the Property, Kari requested a
7 copy of the Deed. Defendants told her they could not provide it to her because they needed it for
8 landscaping. Defendants never gave Kari a copy of the Deed.

9 17. On or about November 13, 2020, Kari and Colin also discovered that on or about
10 December 9, 2019, Defendants’ obtained a loan in the original principal amount of \$259,000 from
11 Guild Mortgage Company secured by the Property. A true and correct copy of the Deed of Trust
12 securing the Guild Mortgage Company loan is attached hereto as “Exhibit 6.”

13 18. Kari would never have extended the Loan to the Defendants without their agreement
14 that Kari’s name would be on the title to the Property until the Loan was paid in full. Defendants
15 used their relationship with Kari to exert influence over Kari to manipulate and convince Kari to
16 make the Loan.

17 19. Plaintiff is informed and believes that when Defendants represented to her that
18 Defendants would pay the Loan in full as agreed and that Kari would be a joint owner of the Property
19 until the Loan was paid in full that (i) Defendants knew the representations were false; (ii)
20 Defendants made the representations for the purposes of, and with the intent to, induce Kari to make
21 the Loan and getting Kari to enter into the Note; and (iii) Defendants never intended to pay the Loan
22 as agreed.

23 20. The Note lacks terms that would typically be found in a home loan promissory note,
24 including but not limited to, a late fee or default interest rate, an acceleration provision, and a
25 provision allowing the lender to recover costs and attorneys’ fees associated with collection of the
26 amount owed in the event of a default. The Plaintiff is informed and believes that the Defendants
27 drafted the Note to be favorable to their interests to her detriment.

28 21. Plaintiff had trust and confidence in Defendants, and the Defendants, through

1 deception, intimidation, and/or undue influence, obtained the Loan from her with the intention of
2 depriving her of the ownership, use, benefit, and possession of her money.

3 22. Plaintiff trusted and relied on the Defendants and the Defendants wrongfully asserted
4 undue influence over her to obtain the Loan without it being secured by the Property and to obtain
5 an advantage over her by allowing the Defendants to still retain title to the Property even if they
6 defaulted under the Loan.

7 23. The Defendants defaulted under the Loan by failing and refusing to pay the monthly
8 payment due under the Loan on January 1, 2021, and for failing and refusing to pay any amounts
9 thereafter despite demand that they do so.

10 **PLAINTIFF'S CLAIMS FOR RELIEF**

11 **FIRST CLAIM FOR RELIEF**

12 **Breach of Contract**

13 24. The Plaintiff incorporates by reference all prior allegations of this Complaint as
14 though fully set forth herein.

15 25. Pursuant to the PSA, and the agreement of the parties, Kari was to be a joint owner
16 of the Property with the Defendants.

17 26. The Defendants' breached the PSA by failing to ensure that Kari was included on the
18 deed to the Property which was recorded at closing and knowingly and intentionally using their
19 relationship with Kari and her trust in Defendants to conceal that their removal of Kari's name from
20 the deed prior to closing.

21 27. As alleged herein above, Kari did not discover Defendant's breach until on or about
22 November 13, 2020.

23 28. Due to the Defendants' breach under the PSA, the Plaintiff has sustained and
24 continues to sustain damages in an amount in excess of \$15,000 to be proven at trial.

25 29. As a further consequence of the Defendants' breach, the Plaintiff was required to
26 obtain and hire counsel and has sustained additional damages of attorneys' fees and costs.

27 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
28 severally, as set forth below.

1 **SECOND CLAIM FOR RELIEF**

2 **Breach of Note**

3 30. Plaintiff incorporates by reference all prior allegations of this Complaint as though
4 fully set forth herein.

5 31. On September 9, 2015, the Defendants made, executed, and delivered the Note for
6 the Loan to the Decedent in Washoe County, Nevada.

7 32. The Defendants breached the Note by refusing and failing to pay the Plaintiff the
8 amounts due under the Note.

9 33. Due to the defaults of the Defendants and their breach of the Note, the Plaintiff has
10 sustained and continues to sustain damages. As a result of the Defendants' breach, as of the date of
11 filing of this First Amended Complaint, the current amount of arrearages under the Note are
12 \$8,421.60, plus interest accruing at the rate of 3 percent per annum from and after January 1, 2021
13 until paid in full, plus costs due the Plaintiff.

14 34. Defendants have made clear they no longer intend to pay the Loan. Such anticipatory
15 repudiation would renders the Defendants liable for the entire amount of the debt. *LeTarte v. W.*
16 *Side Dev., LLC*, 151 N.H. 291, 294, 855 A.2d 505, 508 (2004) ("Successive breaches of a continuing
17 contract, while generally viewed as a series of partial breaches, can result in a total breach when
18 there is a repudiation or a material failure of performance."). As of the date of the filing of this First
19 Amended Complaint, the amount due under the Loan is \$588,110.19, plus interest accruing at the
20 rate of 3 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus
21 attorneys' fees and costs of court.

22 35. As a further consequence of the Defendants' breach, the Plaintiff was required to
23 obtain and hire counsel and has sustained additional damages of attorneys' fees and costs.

24 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
25 severally, as set forth below.

26 ././

27 ././

28 ././

1 **THIRD CLAIM FOR RELIEF**

2 **Breach of Confidential Relationship**

3 36. Plaintiff incorporates by reference all prior allegations of this Complaint as though
4 fully set forth herein.

5
6 37. At all times relevant herein, a confidential relationship existed between Kari and
7 Defendants and Kari placed a special trust and confidence in Defendants.

8 38. Defendants gained Kari's confidence and purported to act or advise in Kari's interest
9 in mind by representing that they would ensure that Kari was a joint owner of the Property until the
10 Loan was paid in full.

11 39. Due the confidential relationship between Kari and Defendants, Defendants' owed a
12 duty to Kari similar to the duty of a fiduciary, requiring the Defendants to act in good faith and with
13 due regard to Kari's interests. Defendants had a duty to act with the utmost good faith, based on
14 their confidential relationship with Kari. This duty requires affirmative disclosure and avoidance of
15 self-dealing.

16 40. Defendants' breached their duty to Kari by manipulating and using their confidential
17 relationship with Kari to cause her name not to be included on the deed at closing. Furthermore,
18 due to this confidential relationship, and Kari's trust in Defendants she did not discover this breach
19 until on or about November 13, 2020.

20 41. Plaintiff has incurred and continues to incur damages based on the breaches by
21 Defendants of the duties which they owed Plaintiff. Plaintiff was deprived of her ownership interest
22 in the Property and also has sustained monetary damages. As of the date of the filing of this Plaintiff
23 has incurred damages in the amount of \$588,110.19, plus interest accruing at the rate of 3 percent
24 per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees and costs
25 of court.

26 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
27 severally, as set forth below.

1 **FOURTH CLAIM FOR RELIEF**

2 **Unjust Enrichment**

3 42. The Plaintiff incorporates by reference all prior allegations of this Complaint as
4 though fully set forth herein.

5 43. The Defendants unjustly deprived Plaintiff of her ownership interest in the Property
6 and retained Plaintiff's money in the amount of \$588,110.19, plus interest accruing at the rate of 3
7 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees
8 and costs of court, against fundamental principles of justice or equity and good conscience.

9 44. The Plaintiff suffered damages as a result of the acts of the Defendants which
10 deprived Plaintiff of her ownership interest in the Property and by Defendants' improper retention
11 of Plaintiff's money in the amount of amount of \$588,110.19, plus interest accruing at the rate of 3
12 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus attorneys' fees
13 and costs of court.

14 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
15 severally, as set forth below.

16 **FIFTH CLAIM FOR RELIEF**

17 **Fraud in the Inducement**

18 45. The Plaintiff incorporates by reference all prior allegations of this Complaint as
19 though fully set forth herein.

20 46. Plaintiff is informed and believes that when Defendants represented to her and Colin
21 that Defendants would pay the Loan in full as agreed and that Kari would be a joint owner of the
22 Property until the Loan was paid in full that (i) Defendants knew the representations were false; (ii)
23 Defendants made the representations for the purposes of, and with the intent to, induce Kari to make
24 the Loan and getting Kari to enter into the Note; and (iii) Defendants never intended to pay the Loan
25 as agreed.

26 47. On or about August 6, 2015, Plaintiff, in justifiable reliance upon the representations
27 made by Defendants, made the Loan to the Defendants, which funds were fully disbursed by
28 Plaintiff to the Defendants on or around that same date, and on September 9, 2015, executed the

1 Note prepared by Alisha.

2 48. Plaintiff has incurred and continues to incur damages based on the
3 misrepresentations made by Defendants. As of the date of the filing of this First Amended
4 Complaint Plaintiff has incurred damages in the amount of \$588,110.19, plus interest accruing at
5 the rate of 3 percent per annum from and after January 1, 2021 until paid in full, plus costs, plus
6 attorneys' fees and costs of court.

7 49. Plaintiff is informed and believes that Defendants acted with recklessness,
8 oppression, fraud, and/or malice against her in obtaining control of \$588,110.19 of Plaintiff's
9 money.

10 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
11 severally, as set forth below.

12 **SIXTH CLAIM FOR RELIEF**

13 **Equitable Lien**

14 50. The Plaintiff incorporates by reference all prior allegations of this Complaint as
15 though fully set forth herein.

16 51. The Defendants have a debt, duty, and obligation owing to the Plaintiff.

17 52. The debt, duty, and obligation fasten to the Property which is described with
18 certainty.

19 53. The Defendants have used the Loan proceeds, that they obtained through
20 misrepresentation and undue influence, to enhance and augment the Property, which Property
21 should have been encumbered to secure the Loan. Therefore, the Plaintiff is entitled to an equitable
22 lien against the Property.

23 54. The Plaintiff has suffered damages in excess of \$10,000.00 as a result of the
24 Defendants' exploitation of Plaintiff.

25 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
26 severally, as set forth below.

27 .//.

28 .//.

1 **SEVENTH CLAIM FOR RELIEF**

2 **Constructive Trust**

3 55. The Plaintiff incorporates by reference all prior allegations of this Complaint as
4 though fully set forth herein.

5 56. A confidential relationship existed between Plaintiff and the Defendants.

6 57. The Defendants used this confidential relationship to obtain the Loan and took
7 advantage of Plaintiff's trust in the Defendants to induce her to make the Loan without seeking
8 counsel to ensure that her rights to re-payment were properly protected.

9 58. Retention of unencumbered legal title to the Property would be inequitable under
10 these circumstances and it is essential to the effectuation of justice that a constructive trust be
11 imposed on the Property for the benefit of the Plaintiff. Plaintiff should be reinstated on the Deed
12 and be granted joint title to the Property.

13 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as set
14 forth below.

15 **EIGHTH CLAIM FOR RELIEF**

16 **Injunctive Relief**

17 59. Plaintiff incorporates by reference all prior allegations of this Complaint as though
18 fully set forth herein.

19 60. The Property is believed to be the only possible source of repayment of the Loan.

20 61. If Defendants sell or further encumber or record a homestead exemption against the
21 Property, Plaintiff will be left without a remedy. Defendants will not be damaged by the granting
22 of the injunctive relief requested by Plaintiff and Plaintiff will be irreparably harmed. Defendants
23 took advantage of Plaintiff and fraudulently obtained the Loan for the purchase of the Property and
24 the equities require that Defendants be prohibited from cashing out, and spending, the equity in the
25 Property and from recording a homestead exemption against it. A person who fraudulently obtains
26 funds to purchase or improve real property cannot be protected by a homestead exemption. *Maki v.*
27 *Chong*, 119 Nev. 390, 75 P.3d 376 (2003).

28 62. Plaintiff enjoys a reasonable probability of success on the merits with respect to its

1 claims asserted herein.

2 63. Plaintiff is entitled to a preliminary injunction pursuant to NRS 33.010 pending final
3 judgment in this case, ordering that the Defendants:

- 4 a. Are prohibited from selling the Property;
5 b. Are prohibited from recording a homestead against the Property; and
6 c. Are prohibited from further encumbering the Property and/or securing
7 additional loans secured by the Property.
8 d. Requiring Defendants to add Plaintiff to the Deed for the Property.

9 64. Plaintiff has been required to obtain the services of an attorney to assist in the
10 prosecution of this matter and is entitled to payment of its attorney's fees and costs incurred herein.

11 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as set
12 forth below.

13 **NINTH CLAIM FOR RELIEF**

14 **DECLARATORY JUDGEMENT**

15 65. Plaintiff incorporates by reference all prior allegations of this Complaint as though
16 fully set forth herein.

17 66. An actual and justiciable controversy exists between Plaintiff and Defendants with
18 respect to the ownership of the Property.

19 67. Pursuant to the PSA and the agreement between Plaintiff and the Defendants,
20 Plaintiff was to be a joint owner of the Property until the Loan was paid in full.

21 68. Under NRS 30.040(1) and NRS 30.070, Plaintiff is entitled to a declaration that she
22 is to be added to the deed as a joint owner of the Property until the Loan is paid in full.

23 69. Plaintiff has been required to obtain the services of an attorney to assist in the
24 prosecution of this matter and is entitled to payment of its attorney's fees and costs incurred herein.

25 WHEREFORE, Plaintiff prays for relief as set forth below.

26 **PRAYER**

27 WHEREFORE, the Plaintiff prays for judgment against the Defendants, jointly and
28 severally, as follows:

- 1 A. For general and special damages in an amount in excess of \$15,000, to be determined
2 at the time of trial;
- 3 B. For interest according to the Note;
- 4 C. For interest as allowed by law;
- 5 D. For an award of punitive damages against Defendants;
- 6 E. For imposition of an equitable lien on the Property in favor of the Plaintiff;
- 7 F. For a declaration that the Defendants hold the Property as constructive trustees for
8 the benefit of the Plaintiff;
- 9 G. For the injunctive relief requested herein;
- 10 H. For immediate rescission of the Loan and payment in full of the amount owed;
- 11 I. For a declaratory judgment adding Plaintiff to the title as a joint owner of the Property
12 until the Loan is paid in full;
- 13 J. For and award of attorney's fees and costs of suit;
- 14 K. For attorney's fees as special damages according to proof;
- 15 L. For an order exempting this case from Arbitration; and
- 16 M. For such other and further relief as this Court deems just and proper.

17 **AFFIRMATION**

18 **Pursuant to NRS 239B.030**

19 The undersigned does hereby affirm that this document does not contain the social security
20 number of any person.

21 DATED: This 16 day of March 2021.

22 ROBISON, SHARP, SULLIVAN & BRUST, LTD.
23 a Professional corporation
24 71 Washington Street
25 Reno, NV 89503

26 BY /s/ Stefanie T. Sharp
27 STEFANIE T. SHARP, ESQ.
28 CLAYTON P. BRUST, ESQ.
HANNAH E. WINSTON, ESQ.
Attorneys for Plaintiff Kari Anne Johnson

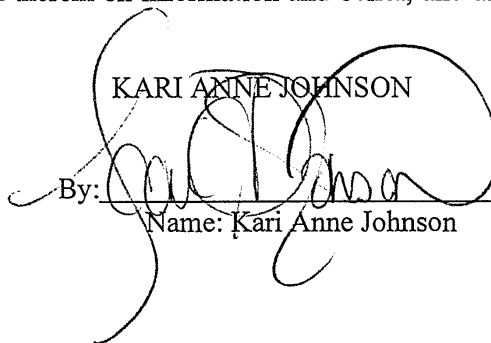
VERIFICATION

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

I, KARI ANNE JOHNSON, being first duly sworn, deposes and says under penalty of perjury:


1. That I am the Plaintiff named herein in the foregoing FIRST AMENDED VERIFIED COMPLAINT; and

2. I have read the same and knows the contents thereof; and that the same is true of my own knowledge, except as to the matters stated therein on information and belief, and as to those matters I believe them to be true.

KARI ANNE JOHNSON

By: _____
Name: Kari Anne Johnson

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

SUBSCRIBED and SWORN to before me
this 16 day of March 2021 by
Kari Anne Johnson.



NOTARY PUBLIC



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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of ROBISON, SHARP, SULLIVAN & BRUST, and that on this date I caused to be served a true copy of **VERIFIED FIRST AMENDED COMPLAINT** on all parties to this action by the method(s) indicated below:

_____ by placing true copy thereof in a sealed envelope, with sufficient postage affixed thereto, in the United States mail at Reno, Nevada, addressed to:

 x by using the Court's CM/ECF Electronic Notification System addressed to:

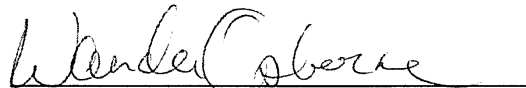
Mark G. Simons, Esq.
Anthony L. Hall, Esq.
SIMONS HALL JOHNSTON PC
Email: MSimons@SHJNevada.com
AHall@SHJNevada.com
Attorneys for Defendants

_____ by personal delivery/hand delivery addressed to:

_____ by facsimile (fax) addressed to:

_____ by Federal Express/UPS or other overnight delivery addressed to:

DATED: This 16th day of March 2021.


Employee of Robison, Sharp, Sullivan & Brust

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EXHIBIT LIST

Exhibit #	Description	Pages
Exhibit "1"	Purchase and Sale Contract	13
Exhibit "2"	Promissory Note	1
Exhibit "3"	Payment Schedule	9
Exhibit "4"	Deed	7
Exhibit "5"	Irregular Endorsement to Agreement of Sale	1
Exhibit "6"	Deed of Trust	18

Exhibit “1”

FILED
Electronically
CV21-00246
2021-03-16 12:12:35 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8345017 : sacordag

Exhibit “1”

PURCHASE CONTRACT AND RECEIPT

THIS PURCHASE CONTRACT AND RECEIPT (the "Agreement") dated this 13 day of December, 2014 is by and between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer") under the following terms and conditions:

1. **PURCHASE:** Seller hereby agrees to sell and Buyer agrees to buy Lot 0055 (the "Lot") of Estates at Saddle Ridge subdivision, Lot in the records of Washoe County, Nevada, having a street address of 9845 Firefoot Lane, Reno, NV 89521, together with a residence (the "Residence") to be constructed thereon in accordance with Seller's Plan Willshire Sonoran (the Lot and Residence being hereinafter referred to as the "Property"). The purchase price to be paid by Buyer for the Property and method of payment shall be as follows subject to any adjustments set forth on Exhibits "B" or "C":

Purchase Price	\$489,995
Earnest money applied from non-binding lot reservation agreement, which is to be released to Seller from escrow upon execution of this Agreement	\$5,000
Additional Earnest Money paid to Seller	\$19,500
Mortgage Amount	\$0
Note for balance of 10% down is \$24,500.	
Cash due at Closing (exclusive of closing costs)	\$465,495
TOTAL	\$489,995

Buyer agrees that all of the above payments (except for the Mortgage Amount and cash due at Closing) shall be paid direct to Seller outside of Escrow and may be used by Seller prior to the Closing; however, at the Closing, Buyer will be credited with all such payments. Buyer assumes the risk of losing such amounts paid to Seller if Buyer is unable or unwilling to perform under the terms of this Agreement.

Buyer's Initials: *MAH KH*

2. **APPROVAL OF SELLER.** This Agreement will not be binding upon Seller unless executed by an officer of Seller within 30 days of Buyer's execution of this Agreement; Seller's salesperson has no authority to bind Seller hereunder. This Agreement shall constitute an irrevocable offer by Buyer for this 30 day period. Notwithstanding the foregoing, Seller may deposit into any one or more of its banking accounts any such sums paid on account of the purchase price and extras during said 30 day period. Any such deposit of funds shall not constitute Seller's approval of this Agreement.

3. **MORTGAGE APPLICATION.** Buyer has the right to select a mortgage lender of Buyer's choosing. Buyer shall in good faith make a truthful and complete application to TBI Mortgage and any other lender of Buyer's choosing. Buyer represents to Seller that the information contained in the loan qualification questionnaire already provided to Seller is truthful and accurate as of the date of Buyer's execution hereof. Buyer understands that Seller is relying on Buyer's information and on Buyer demonstrating that Buyer has or shall have sufficient funds to complete Closing in order for Seller to proceed with building the home.

Within 14 days of Buyer's execution of this Agreement ("Mortgage Application Period"), Buyer agrees to submit, at no cost to Buyer, a loan application to TBI Mortgage, under conditions herein stated for a mortgage amount not to exceed \$0, at market rates applicable to the Buyer. Buyer may also submit, at Buyer's own expense, an application to any mortgage lender of Buyer's choosing within the Mortgage Application Period. If Buyer chooses to apply to a lender other than TBI Mortgage Company, Buyer shall, within the Mortgage Application Period, return to Seller the completed Request for Lender Information form. Buyer shall cause each prospective mortgage lender to disclose to Seller all requested information regarding Buyer's loan application and credit report.

Buyer shall take all necessary action to secure financing. Buyer agrees to inform Seller on an ongoing basis of the status of each loan application. Buyer shall furnish all information required by any prospective lender, within 5 days of any such request. Buyer agrees to immediately send Seller copies of any notice from Buyer's lender(s) rejecting Buyer's loan application(s). If Buyer is not approved for a mortgage within 45 days of the date of Buyer's execution of this Agreement, Seller shall extend the mortgage application approval process until such time as (1) Seller submits another application on substantially the same terms described above to a lender chosen by Seller, with no additional application fee to Buyer, or (2) Seller declares this Agreement null and void, in which event, if Buyer has timely applied for a mortgage, pursued a mortgage diligently, and otherwise satisfied all obligations under this paragraph, the deposit shall be returned to Buyer, together with all sums paid on account of the purchase price and extras without interest, and neither party shall have any further rights or liabilities hereunder.

Within five (5) days receipt of a loan commitment from the lender that Buyer intends to use for Closing, Buyer agrees to (i) accept the commitment and (ii) mail an executed copy of the commitment to Seller. Buyer agrees to execute all documents and pay all fees required to consummate the mortgage transaction. Buyer agrees to take no

action which shall have a materially detrimental impact on Buyer's financial condition. By accepting the loan commitment, Buyer agrees to be responsible for and bear the risk of meeting all terms and conditions of the commitment, if any, including, but not limited to, the sale of other real estate presently owned by Buyer, and for any changes in the interest rate until the Buyer locks the interest rate. Buyer's failure to fulfill any of such conditions or the termination or expiration of the mortgage commitment after it is received, for any reason, shall not release Buyer from Buyer's obligations under the Agreement.

4. CONSTRUCTION AND COMPLETION.

(a) Seller shall cause the Residence to be constructed in substantial conformance with Seller's standard plans for the model selected by Buyer (the "Plans") and the specifications attached hereto as Exhibit "D", if any, (the "Specifications") subject to (i) substitution of materials, fixtures and appliances of equal or better value, (ii) such changes in the Plans and Specifications as may be required by any State, Federal, County or local government authority or in order to accommodate Buyer's requested changes to the plans and specifications, and (iii) any changes which may be required by any applicable homeowner association architectural committee. Buyer shall fully cooperate with Seller to expedite processing and obtain the approval of the applicable municipality and architectural committee for the Plans and changes thereto.

(b) Seller agrees to complete the construction of the Residence within a period of 2 years from the date this Agreement is signed by Buyer. If an Event of Delay occurs, this 2-year period shall be extended for a period of time equal to the length of the Event of Delay. An Event of Delay is defined as strikes or other labor disputes, shortages of labor or materials, weather conditions, Acts of God, acts of the federal, state or municipal governments or any governmental agency, including, but not limited to, building or other code inspections and approvals, governmental regulations, fire or other casualties and any other delays allowed by law. It is the express intent of the parties hereto that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude any exemption, and such right or provision shall be severed from this Agreement and given no effect.

(c) Within fourteen (14) days from the date Seller accepts this Agreement, Buyer shall complete Seller's Initial Selection Sheet relative to initial variable color and structural components to be incorporated into the Residence. Within the earlier of sixty (60) days from the date Seller accepts this Agreement or fourteen (14) days from the commencement of construction, Buyer shall select all other variable decorative components or materials which are to be constructed, installed or applied by Seller, including but not limited to, landscaping selections. If such selections are not made within the required time periods, Seller shall have the right to make such selections and Buyer shall be charged Seller's standard price for such selections and the Purchase Price shall be increased accordingly. All selections shall be final and binding on Buyer, whether selected by Buyer or by Seller pursuant to the terms of this paragraph.

(d) All such changes to the Plans or Specifications requested by Buyer must be submitted in writing to Seller for review and pricing. No such changes shall be effective unless accepted in writing by Seller.

(e) Certain items of outside work (e.g. grading, seeding and driveway) may not be completed prior to Closing. Seller agrees to complete such items after closing as soon as practical and weather permitting and Buyer agrees that there will be no holdback or escrow of any part of the Purchase Price.

(f) Some of the items set forth in Exhibits "B" and "D" may be allowance items. Depending upon the selection made by Buyer, the price of the allowance item may differ from the estimate shown on Exhibit "B" or "D". Once Buyer makes its final selections on each allowance item, Seller shall provide current pricing on the allowance item and the amount of the Purchase Price shall be adjusted accordingly.

(g) Within a reasonable period of time following the Closing, Seller shall remedy punch list items and make adjustments agreed to by Buyer and Seller in a walk-through inspection which will be scheduled by Seller and Buyer either prior to or immediately after the Closing. The existence of any such punch list items or other nonstructural construction defects shall not entitle Buyer to cancel this Contract or delay the Closing.

5. POSSESSION, ESCROW AND CLOSING.

(a) Possession of the Property shall remain exclusively with Seller until the Recorded Closing and Buyer shall not have the right to take possession or occupancy perform or cause to be performed any custom or other work on the Property prior to the Closing.

(b) Seller and Buyer hereby employ the escrow agent designated on Exhibit "A" (the "Escrow Agent") to act as escrow agent to facilitate the Closing of this transaction. Upon Closing, Escrow Agent shall cause the recording in the appropriate county offices of all necessary documents, disburse all funds, arrange for issuance to Buyer of the title insurance policy referred to below and arrange for issuance to any lender any required title insurance policy insuring lender's interest in the Property and the amount required by such Lender. The parties hereto grant to Escrow Agent the right to execute on their behalf an Affidavit of Value to enable recording of the deed, using the total purchase price set forth above, unless instructed mutually by the parties to the contrary.

(c) Closing shall occur within seven (7) days after written notice to close is given by Seller, provided that by the date scheduled for Closing the municipality in which the Property is located has approved the Residence for occupancy. The approval by the municipality shall include an electrical clearance or equivalent.

MEH [Signature] [Signature]

Should Buyer not fully perform all of its payment and performance obligations on or before the date set for the Closing, in addition to all other amounts payable hereunder, Buyer shall pay to Seller to compensate Seller for the delay, interest at twelve percent (12%) per annum on the entire unpaid portion of the purchase price and options/upgrades from the date originally scheduled for the Closing to the date that this transaction is actually completed, unless Seller elects to cancel this transaction by reason of the failure of Buyer to timely complete this transaction on the Closing, or unless such non-performance by Buyer is caused by Seller's non-performance of any terms or conditions hereof. Seller shall not be liable to Buyer for any costs, expenses, losses or damages incurred by Buyer as a result of any delay in the Closing, including but not limited to, any loss or damage as a result of any increase in commitment fees, points or interest rates assessed or charged by any lender. Buyer has the sole responsibility to arrange for utilities to be turned on at the Property and any delays incurred in connection therewith shall not entitle Buyer to delay the Closing and Seller shall have no responsibility in connection therewith.

6. **CONVEYANCE AND TITLE INSURANCE.** At the Closing, Seller shall pay for a Standard Owner's Policy of Title Insurance insuring title in the amount of the total purchase price for the Property. Title to the Property shall be conveyed by Grant deed at the Closing free and clear of all liens and encumbrances except (i) patent reservations, (ii) taxes and assessments not due and payable at Closing, (iii) any liabilities, charges and obligations imposed upon the Property by reason of inclusion or membership in any electrical, agricultural, hospital, community facilities or other improvement district or any water users' association or drainage district, (iv) any Declaration of Covenants, Conditions or Restrictions for the subdivision and/or master planned community in which the Property is located and any amendments thereto, (v) matters shown on the plat of the subdivision, or which an accurate survey would show, (vi) easements and rights of way for roads, canals, ditches, drainage and public utilities, (vii) water rights, (viii) Buyer's purchase money encumbrance, if any; (ix) any other matters of record not adversely affecting marketability of title to the Property; and (x) any matters agreed in writing by Buyer.

7. **CLOSING COSTS AND PRORATIONS.** In addition to the Purchase Price of the Property, Buyer shall deposit in escrow at or prior to the Closing, an amount (determined by Escrow Agent or any lender) equal to the cost of all financing costs (including but not limited to credit reports, appraisal fees, inspection fees, recording fees, document preparation charges, insurance premiums, loan origination fees and points), tax service fees, one-half (1/2) of the escrow fee and all other charges normally assessed against a buyer (as determined by Escrow Agent), such impounds for taxes, interest, insurance and homeowner's association assessments as may be required by lender, and the cost of any title insurance premiums in excess of the cost of a standard owner's policy of title insurance. Buyer acknowledges that Buyer is responsible to pay all applicable Real Property Transfer Taxes at close of escrow. Taxes, general and special assessments, community facilities district/improvement district assessments and homeowner association assessments ("Prorate Items") shall be prorated as of the Closing based on the most recent information available to Escrow Agent without adjustment following the Closing; however, if Buyer causes any delay in the Closing, Buyer shall be responsible for all Prorate Items from the date initially established for the Closing regardless of the actual date of the Closing.

8. **DEFAULT AND REMEDIES.**

(a) If Buyer defaults in performing any of its obligations under this Agreement, and such default continues for 7 days after written notice, Seller shall have the right, as its sole remedy, to terminate this Agreement and retain all sums paid to Seller or its parents, subsidiaries or affiliates and to enforce any promissory notes given by Buyer to Seller or its parents, subsidiaries or affiliates, as liquidated damages. Buyer and Seller agree that such damages are not a penalty, but represent the parties' best estimate of the actual damages which Seller will sustain upon a default by Buyer, which damages are substantial but are not capable of precise determination. No delay or forbearance by Seller in exercising any right or remedy hereunder shall be deemed to be a waiver thereof.

(b) If Seller defaults under this Agreement and such default continues for 7 days after written notice, Seller's sole liability shall be the return of all sums paid on account of the purchase price and extras to Buyer and this Agreement shall be terminated in all other respects;

(c) Notwithstanding anything contained in this Agreement to the contrary, in the event of Seller's default under Section 4(b) of this Agreement, Buyer shall have all remedies available at law and in equity without limitation or restriction.

Buyer's Initials: *WZL* *ASH* *KL*

9. **ARBITRATION:** Buyer, on behalf of Buyer and all residents of the Property, including minor children, hereby agree that any and all disputes with Seller, Seller's parent company or their partners, subsidiaries, or affiliates arising out of the Property, this Agreement, the Home Warranty, any other agreements, communications or dealings involving Buyer, or the construction or condition of the Property including, but not limited to, disputes concerning breach of contract, express and implied warranties, personal injuries and/or illness, mold-related claims, representations and/or omissions by Seller, on-site and off-site conditions and all other torts and statutory causes of action ("Claims"), shall be resolved by binding arbitration.

(a) All disputes arising out of the Home Warranty or any other express warranties shall be resolved by binding arbitration in accordance with the rules and procedures set forth in the Home Warranty.

(b) All other Claims, regardless of the amount in dispute, shall be resolved by binding arbitration by the American Arbitration Association ("AAA") and in accordance with its Expedited Procedures of the Commercial Arbitration Rules, which Rules can be viewed at www.adr.org. If AAA is unable to arbitrate a particular claim, then that claim shall be resolved by binding arbitration by AAA's successor or an equivalent organization mutually agreed upon by the Parties.

(c) The provisions of this paragraph shall be governed by the provisions of the Federal Arbitration Act, 9 U.S.C. § 1, et seq. and shall survive settlement.

(d) In addition, Buyer agrees that Buyer may not initiate any arbitration proceeding for any Claim unless and until Buyer first provides a copy of the Demand for Arbitration stating specific written notice of each claim (sent to 250 Gibraltar Road, Horsham, PA 19044, Attn: Dispute Resolution - Legal Department) and gives Seller a reasonable opportunity after receipt to cure any default.

Buyer's Initials: *MEH* *ASH* *K9*

BUYER HEREBY WAIVES THE RIGHT TO A PROCEEDING IN A COURT OF LAW (INCLUDING WITHOUT LIMITATION A TRIAL BY JURY) FOR ANY CLAIMS OR COUNTERCLAIMS BROUGHT PURSUANT TO THIS AGREEMENT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE CLOSING.

Buyer's Initials: *MEH* *ASH* *K9*

10. NO ORAL CHANGES OR REPRESENTATIONS.

(a) Seller wishes to avoid any misunderstandings concerning the purchase of the Property and it is the policy of Seller not to enter into any oral agreements or to ask any buyer to rely on any oral representations concerning the Property or the subdivision in which the property is located. The entire Agreement between Buyer and Seller must be expressed in writing. Therefore, Buyer shall write in below any representations or promises which are not set out in this Agreement, but which have been made by Seller or its purported agents or employees, and upon which Buyer is relying in making this purchase, and if there are none, Buyer shall so indicate.

NONE

Buyer's Initials: *MEH* *ASH* *K9*

(b) BUYER ACKNOWLEDGES THAT THERE ARE NO UNDERSTANDINGS, REPRESENTATIONS OR PROMISES OF ANY KIND THAT HAVE BEEN MADE TO INDUCE THE EXECUTION OF THIS AGREEMENT AND THAT AGREEMENT SETS FORTH IN FULL THE ENTIRE AGREEMENT BETWEEN THE PARTIES. BUYER FURTHER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY ORAL AGREEMENT, STATEMENT, REPRESENTATION OR OTHER PROMISE THAT IS NOT EXPRESSED IN WRITING IN THIS CONTRACT. No salesperson or broker has any authority to modify the terms hereof nor any authority to make any representation or agreement not contained in this Agreement and no other person on behalf of Seller is authorized to make any future oral agreement upon which Buyer may rely to cancel, change or modify any portion of this Agreement. This Agreement supersedes any and all prior understandings and agreements. This Agreement may be amended or modified only by an agreement in writing signed by Buyer and Seller or Seller's authorized agent.

(c) Buyer hereby agrees that an electronic transmission of documents is acceptable in Adobe PDF format or an equivalent form. Any document delivered by electronic means shall be considered to be signed and delivered in writing for the purpose of any provision of the Agreement. Upon receipt of the electronic transmission of documents, Buyer agrees to respond immediately to the sender by electronic transmission, confirming receipt.

Print email address in box below or write "Decline" if you elect to receive all documents in hard copy.

Leshhatch@gmail.com

11. LIMITED WARRANTY.

(a) SELLER SHALL CAUSE TO BE PROVIDED TO BUYER A 10 YEAR LIMITED WARRANTY (THE "HOME WARRANTY"). BUYER ACKNOWLEDGES RECEIPT OF THE HOME WARRANTY, THE HOME CARE AND SERVICE GUIDE AND STANDARDS OF PERFORMANCE. EXCEPT AS EXPRESSLY SET FORTH IN THE HOME WARRANTY, SELLER SHALL HAVE NO LIABILITY OR OBLIGATION WHATSOEVER AFTER CLOSING WITH RESPECT TO THE PROPERTY OR THIS AGREEMENT. SELLER HEREBY SPECIFICALLY EXCLUDES ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANSHIP AND FITNESS FOR A PARTICULAR PURPOSE. SELLER'S LIABILITY UNDER THE HOME WARRANTY OR THIS AGREEMENT OR ARISING IN ANY WAY OUT OF THE CONSTRUCTION, DELIVERY, SALE OR CONDITION OF THE PROPERTY SHALL BE LIMITED TO THE REPAIR OF THE PROPERTY IN ACCORDANCE WITH THE HOME WARRANTY STANDARDS. IN NO EVENT SHALL SELLER BE LIABLE FOR RESCISSION, SPECIFIC PERFORMANCE, ANY SPECIAL EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING.

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Buyer's Initials: *MEH ASH* *fcz*

(b) The manufacturers of some products used in the Property may have a manufacturer's warranty. Seller has no obligation or responsibility for the manufacturer's performance. If a manufacturer's warranty has been issued to Seller, Seller hereby assigns to Buyer (without recourse) all rights under such manufacturer's warranty, such assignment to be effective as of the Closing.

Buyer's Initials: *MEH ASH* *fcz*

(c) Seller shall contract with a licensed pest control company to apply a termite treatment to the foundation during construction of the Property. Buyer and Seller understand that current government regulations limit the types and concentration of chemicals and the methods of application that can be used in attempting to prevent or eradicate termites and consequently, termites may appear following completion of the Property. Seller shall obtain a certificate from the pest control company (the "Termite Certificate") which will provide, in substance, that the pest control company has applied the termite treatment in accordance with the applicable state and federal agencies and should termites be discovered at the Property within five (5) year period from the date of original treatment, the pest control company shall re-treat the Property on as many occasions as are necessary to control such termites. Seller shall assign the Termite Certificate to Buyer at the Closing, when required by a government agency. Seller recommends that Buyer annually consult with a pest control company as to the need for termite retreatments. BY RECEIPT OF THE TERMITE CERTIFICATE TO BE ASSIGNED BY SELLER TO BUYER AS DESCRIBED IN THIS PARAGRAPH, BUYER AND THEIR SUCCESSORS AND ASSIGNS AGREE TO LOOK SOLELY TO THE PEST CONTROL COMPANY FOR COSTS AND EXPENSES ASSOCIATED WITH INVESTIGATING AND REMEDYING ANY TERMITE PROBLEMS AND WAIVE ALL CLAIM OF LIABILITY AGAINST SELLER FOR LOSSES, COSTS AND EXPENSES IN CONNECTION WITH THE EXISTENCE OF TERMITES AT THE PROPERTY.

Buyer's Initials: *MEH ASH* *fcz*

12. VISITATION TO PROPERTY: Any visitation by Buyer or Buyer's invitees (limited to Buyer's immediate family) to the Property prior to Closing is subject to the following:

Buyer hereby acknowledges that the Property and adjacent houses are under construction and that active construction sites inherently possess potential safety hazards. If Buyer enters the Property, Buyer expressly assumes the risks of any injury or damage to person or property that may arise as a result of entry onto the Property by Buyer or an invitee of Buyer. No children under the age of 16 years are allowed in construction areas at any time. Buyer hereby releases and agrees to indemnify, defend and hold Seller harmless from all claims and liabilities incurred by Seller resulting from the presence of Buyer or Buyer's invitees on the Property or Seller's other property.

Buyer and members of Buyer's immediate family (provided that Buyer is present) may only enter the Property for the purpose of monitoring the progress of construction and only during Seller's normal working hours. Before entering any construction areas, Buyer must receive approval at the sales office or the construction office and be issued a hard hat. Hard hats shall be worn at all times in all construction areas. Buyer agrees that, due to construction conditions, access at certain times may not be feasible. Buyer acknowledges and understands that keys to the Property may not always be available. Seller reserves the right at any time to deny access to construction areas and to impose additional rules or conditions upon entry into the community or the Property as determined in Seller's sole and absolute discretion.

When at the Property, Buyer may only view the Property and any exposed components thereof. In no event may Buyer modify, alter, test, reinforce or otherwise interfere with the Property or any component thereof. Buyer may not access any other homes or any other area outside of the Property. In addition, Buyer agrees not to critique or instruct Seller's construction personnel or any of Seller's other workers or employees and will address any questions, instructions, or suggestions in writing to Seller.

13. ENVIRONMENTAL NOTICE. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE EXISTING OR FUTURE SOIL OR ENVIRONMENTAL CONDITIONS ON OR ADJACENT TO THE PROPERTY OR THE SUBDIVISION, INCLUDING POSSIBLE PRESENT OR FUTURE POLLUTION OF THE AIR, WATER OR SOIL FROM ANY SOURCES, INCLUDING BUT NOT LIMITED TO RADON GAS OR UNDERGROUND MIGRATION OR SEEPAGE OF HAZARDOUS SUBSTANCES OR OTHER POLLUTANTS. SELLER EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGE, WHETHER DIRECT OR INDIRECT OR CONSEQUENTIAL, WHICH THE LOT OR ITS INHABITANTS MAY SUFFER BECAUSE OF ANY EXISTING OR FUTURE ENVIRONMENTAL OR OTHER CONDITIONS, INCLUDING, BUT NOT LIMITED TO POWER LINES OR RADON, AFFECTING SUCH INHABITANTS, THE LOT OR REAL PROPERTIES IN OR ADJACENT TO THE SUBDIVISION.

14. PUBLIC OFFERING STATEMENT. The Property is part of a Planned Community, as further described in the Public Offering Statement for the Community. Buyer acknowledges having received the Public Offering Statement. The Public Offering Statement is hereby incorporated as part of this Agreement. In the event of any inconsistencies between this Agreement and the Public Offering Statement, the terms of the Agreement shall control.

Buyer's Initials: *MEH ASH* *fcz*

15. PROTECTIVE COVENANTS. The Property may be encumbered by a declaration of covenants and easements for the benefit of all homeowners and Seller. The declaration sets forth certain use and architectural

restrictions, including restrictions on the construction and location of swimming pools, fences, tennis courts, signs, clotheslines, antennas, boats, trailers, campers, storage sheds and other structures.

Buyer's Initials: MEH/AT *fcj*

16. MASTER ASSOCIATION AND OWNERS ASSOCIATION: A Landscape Maintenance Association and the Damonte Ranch Drainage District (collectively, the "Master Association") have been established for the benefit of all homeowners and Seller for the purpose of managing, operating and maintaining certain common areas and community facilities, drainage facilities and/or services within the community in which the Lot is located. Seller does not control the Master Association. Buyer will be a member of the Master Association and will be subject to the provisions of the Master Association's governing documents (the "Master Association Governing Documents") pursuant to which the Master Association has been established and will be operated. The affairs of the Master Association will be conducted by a Board of Directors. Buyer hereby agrees to pay and acknowledges Buyer's continuing liability to pay, when assessed by the Master Association, a share of the expenses of maintaining the Master Association, including, but not limited to, the Landscape Maintenance Association fees and the Damonte Ranch Drainage District fees, as may be amended from time to time. In addition to any other costs incident to the Closing hereunder, Buyer also agrees to pay at Closing the additional sum of FOUR HUNDRED Dollars (\$400), as may be amended from time to time, as a non-refundable contribution to the operating revenue, working capital and/or reserves of the Master Association, such contribution to be in addition to and not in lieu of any common expense assessments levied by the Master Association as they thereafter regularly or specially accrue.

In addition to the Master Association, all homeowners shall also be members of the SADDLE RIDGE Owners Association (the "Owners Association"). Buyer will be a member of the Owners Association and will be subject to the provisions of the Owners Association's Governing Documents (the "Owners Association Governing Documents") pursuant to which the Owners Association has been established and will be operated. The affairs of the Owners Association will be conducted by a Board of Directors. Buyer hereby agrees to pay and acknowledges Buyer's continuing liability to pay, when assessed by the Owners Association, a share of the expenses of maintaining the Owners Association. In addition to any other costs incident to the Closing hereunder, Buyer also agrees to pay at Closing the additional sum of THREE HUNDRED SEVENTY EIGHT Dollars (\$378), as may be amended from time to time, as a non-refundable contribution to the operating revenue, working capital and/or reserves of the Owners Association, such contribution to be in addition to and not in lieu of any common expense assessments levied by the Owners Association as they thereafter regularly or specially accrue.

Buyer hereby acknowledges having received copies of the Master Association Governing Documents and Owners Association Governing Documents, which are further described in the above paragraphs.

Buyer's Initials: MEH/AT *fcj*

17. BROKERAGE DISCLOSURE. Buyer acknowledges that the real estate agents marketing lots and residences for Seller at the Subdivision are acting solely as the agents of the Seller and may be affiliated with Seller. Seller does not utilize sub-agents; therefore, if Buyer has been shown the lot by a real estate agent other than one of Seller's project agents, such real estate agent is an agent of the Buyer and solely represents the Buyer. Seller shall not pay any real estate broker or agent a real estate commission or any other compensation unless there is a written agreement signed by Seller and the real estate broker or agent detailing the amount of compensation to be paid, the conditions of payment and confirming that the real estate agent or broker is acting solely on behalf of Buyer and not as a sub-agent of Seller.

18. MISCELLANEOUS.

(a) This Agreement and all Exhibits and Endorsements contain the entire agreement between the parties. No modification of this Agreement shall be binding unless it is in writing and signed by the parties. Any statement of square footage is an estimate and Seller does not guarantee or warrant the square footage of the completed Residence. In the event any marketing materials contain a representation that is different than this Agreement, Buyer acknowledges that any such representation is superseded by and is not a part of this Agreement and that Buyer has not relied upon any such representation in entering into this Agreement.

(b) If this Agreement is signed by more than one Buyer, each Buyer shall be jointly and severally liable hereunder. The numbers and gender used herein shall be deemed to apply to such number and gender as the context requires.

(c) This Agreement shall inure to the benefit of and shall be binding upon the parties, their heirs, personal representatives, successors and assigns, provided, however, neither this Agreement nor any rights hereunder may be assigned or transferred by Buyer prior to the Closing without the prior written consent of the Seller, and any such prohibited assignment shall be void.

(d) Except as otherwise provided herein, no waiver in connection with this Agreement shall be effective unless it is in writing signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of the same or a different breach in the future.

(e) Time is of the essence with respect to the performance of all terms, conditions and provisions of this Agreement.

(f) This Agreement shall not be binding upon Seller until accepted by Seller and executed by Seller's authorized representative. Buyer's earnest money deposit is accepted subject to acceptance by Seller and subject to prior sale and this Agreement may be canceled by Seller in the event of prior sale.

(g) Buyer's obligation to pay the entire purchase price, the price of any options/upgrades/extras and costs shall survive Closing.

(h) If prior to the Closing, all or a substantial portion of the Property shall be destroyed or materially damaged by fire or other casualty, either Buyer or Seller may cancel this Agreement, in which event Buyer shall be entitled to a full refund of all amounts paid hereunder, unless Seller agrees to repair and complete construction no later than one hundred eighty (180) days after the date of fire or other casualty, in which event this Agreement shall remain in full force and effect.

(i) This Agreement shall be governed and enforced under the laws of the State of Nevada.

(j) Within five (5) days after request thereof, Buyer and Seller shall execute and deliver any additional documents and provide any additional information required or reasonably requested by the other party, any lender or escrow agent in order to evidence or give effect to the provisions of this Agreement, both prior to and following the Closing. If the parties cannot agree upon the terms and conditions of any documents to be executed which are not specifically agreed upon in this Agreement, then Escrow Agent's standard form of that particular document shall be used.

(k) All provisions of all Endorsements and Exhibits to this Agreement are hereby incorporated by reference into this Agreement.

(l) Unless a Buyer or his/her agent has personally inspected the Property, the Buyer may cancel, by written notice, the Agreement for purchase of the Property until midnight of the fifth calendar day following the date of execution of the Agreement. Notice of cancellation must be in writing, delivered by hand or prepaid U.S. mail, addressed to Seller within such five-day period.

(m) Any and all Exhibits or Endorsements signed by any one Buyer are deemed to be authorized and accepted by all signatories to the Agreement who have signed as Buyer.

19. ACKNOWLEDGEMENTS AND RIGHTS OF BUYER.

(a) Buyer understands and accepts that (i) the as-built location of utility lines, utility improvements (such as but not limited to junction boxes, transformers or pedestals) and sewer taps, may vary from locations shown on plot or site layout plans, (ii) there may be minor encroachments by fences on either side of actual lot lines, (iii) future construction on or grading or excavation of the Property by Buyer must comply with applicable drainage plans, and if not correctly engineered, could disrupt drainage and cause ponding or flooding, (iv) the character and uses of property surrounding and in the vicinity of the subdivision may change, (v) there may be deviations in the Property from Seller's standard plans or model or spec homes located within the subdivision and from illustrations and designs shown in promotional materials and some exterior and interior items shown in Seller's spec homes are upgrades over Seller's standard feature and, unless included as extras on Exhibit "B" attached hereto or on a change order approved in writing by Seller, such upgraded items are not included in the Purchase Price, (vi) square footage figures shown in the sample floor plans, preliminary drawings and promotional and other materials provided by or on behalf of Seller are estimates only, (vii) there may be minor variations from the Plans as to the location of the walls of the Residence, (ix) if a portion of the Lot consists of natural area open space ("NAOS"), then pursuant to the ordinances of the municipality in which the Lot is located, Buyer may not construct any improvements in the NAOS area or change the drainage or landscaping in the NAOS area. Seller disclaims liability or responsibility in connection with the foregoing and Buyer hereby releases Seller from any and all responsibility, obligation or liability whatsoever for the occurrence of the same.

MSK *AS* *KJ*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

SELLER:
Toll South Reno LLC

By: [Signature]
Authorized Signature

ON: 12/18/14

BUYER(S): Alisha Hatch
Mike Hatch
Kari Johnson

Michael and Alisha Hatch and Kari Johnson
Mike Hatch
6022 Monte Rosa Court
Reno, NV 89511

DATE: 12/18/14

Submitted by the following broker/salesperson on
this 13 day of December, 2014

[Signature]

General Conditions of Escrow
And Escrow Instructions

Escrow No. -JN

These "General Conditions of Escrow" shall become an addendum to the agreement entered into on 12-13-14 by and between Toll South Reno, LLC, a Nevada limited liability company as seller and Michael & Alisha Hatch and Kari Johnson, as buyer for property described as: 9845 Firefoot Lane Reno, NV 89521

Lot 0055 of The Estates at Saddle Ridge - Damonte Ranch Village - Unit 11D, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on April 3, 2014, as File No. 4341181, Official Records
Tract Map No. 5071.

More commonly known as 9845 Firefoot Lane Reno, Nevada 89521

and in combination shall serve as escrow instructions to Escrow Agent, for said Agreement to purchase and any modifications thereto.

I authorize Escrow Agent to deliver Seller's instrument of conveyance to the above named party upon payment to Escrow Agent for Seller's account of the full consideration and upon condition that Titor Title of Nevada, Inc. issue the usual form of A.L.T.A. Standard Owner's policy and A.L.T.A. Lenders Policy for any Lenders.

Subject only to:

- 1) Taxes, INCLUDING PERSONAL PROPERTY TAXES, IF ANY, and any and all taxes and assessments levied or assessed after close of escrow.
- 2) RESTRICTIONS, CONDITIONS, RESERVATIONS, RIGHTS, RIGHTS OF WAY AND EASEMENTS NOW OF RECORD, if any, affecting the use and occupancy of said property as the same may now appear of record, except as otherwise specifically required herein.
- 3) Endorsement to Agreement of Sale.

ESCROW AGENT HAS NO RESPONSIBILITY FOR INVESTIGATING OR GUARANTEEING THE STATUS OF ANY GARBAGE FEE, POWER, WATER, TELEPHONE, GAS, AND/OR OTHER UTILITY OR USE BILL, EXCEPT AS SPECIFICALLY REQUIRED HEREIN.

An installment maturing on existent encumbrances, if any, during the period of this escrow shall be paid by Seller, unless otherwise specifically required herein. All prorations shall be computed on the basis of a 30-day month. The term "close of escrow" shall be deemed to mean the date upon which all necessary documents are filed for record with the appropriate county recorder's office. Escrow Agent is directed to mail the respective policy (ies) of title insurance to the holder of any new encumbrance called for herein and to the Buyer hereunder.

Commission, as per separate agreement, shall be payable to N/A and Escrow Agent is directed to disperse same to the extent that the proceeds of this escrow available become disburseable for Seller's account. Titor Title of Nevada, Inc. assumes no liability for, and is hereby relieved of any liability in connection with any PERSONAL PROPERTY which may be part of this escrow.

Escrow Agent is directed to file the necessary Deeds, Trust Deeds, and other instruments and pay for any encumbrance which a title search reveals against the subject property, except as set for herein. Escrow Agent is authorized and directed to pay said encumbrances as directed by the lien holder thereof, acting solely upon the written direction of such lien holder, and it is expressly understood and agreed that Escrow Agent assumes no liability for the accuracy of any such statement or direction.

Escrow Agent is further directed to insert the names of the Grantee in the necessary conveyance and/or encumbering documents prior to the recordation of the same, based upon the written direction tendered by Grantee or in compliance with instructions set for by the beneficiary under any new loan documents. Escrow Agent is expressly authorized to charge to the account of the party obligated to pay same, any charge or expense incurred in connection with this transaction or the terms thereof. Escrow Agent is further directed and authorized to reimburse itself for any charges which it may incur during this escrow by charging such amount to the party obligated to pay the same. All disbursements made under this transaction shall be made in the form of a check by Titor Title of Nevada.

Any deposit made by Buyer or Seller hereunder into this escrow shall be in the form of certified funds or cashier's check. Any check presented for deposit into this escrow by either party shall be subject to clearance thereof and Escrow Agent shall not be obligated to act upon nor disburse against any such funds until notified by the bank upon which check is drawn that said check has cleared its account. Buyer/Seller acknowledges funds are deposited into a non-interest bearing account.

All notices, demands or changes to these instructions shall be in writing.

MEH ASH KJ

Supplemental tax bills, when issued and posted, may not be immediately available; therefore, there may be a gap in time where the bill may be posted, however, we would not have knowledge of the assessment. Therefore, in the event a supplemental tax bill is issued by the County Tax Collector after the date of the above mentioned preliminary report or after the close of escrow and transfer of title, the undersigned parties agree to handle any adjustment which might result from such supplemental tax bill directly between themselves.

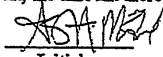
Notwithstanding the fact that Escrow Agent may have been provided with a copy of this Purchase Contract in relation to subject property for information purposes, Escrow Agent's liability to the undersigned is limited solely to Escrow Agent's compliance with these instructions, and any modifications hereto given in writing prior to close of escrow.

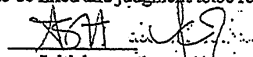
These instructions are executed for the sole purpose of enabling escrow holder to complete this transaction but are in no way intended to modify, amend, supersede or in any way change that certain agreement executed by and between the parties hereto prior to these instructions. The undersigned acknowledge that Escrow Agent, as escrow holder, are not charged with the responsibility of interpreting the provisions of any contract which may be the basis for this transaction, or making any disclosures relative to such provisions, or otherwise.

In the event any party to this escrow receives funds or is credited with funds that they are not entitled to, for whatever reason, they agree, upon written demand, to return said funds to the proper party entitled or to the escrow for disbursement. Escrow Agent is authorized and instructed to rely upon any statement furnished by any lien holder and the holder, payee or collection agent of payee for any note or contract of sale, without liability or responsibility for the accuracy of such statement.

In the event this transaction is an exchange or part of an exchange, the parties acknowledge the escrow holder has made no representations whatsoever regarding the sufficiency or effect of this transaction in relation to applicable federal and state tax laws. It is further acknowledged by the parties that they are hereby advised by escrow holder to seek the counsel of their own tax attorney or certified public accountant for the determination of any tax consequences of this exchange. The undersigned fully indemnify and hold escrow holder harmless from any loss or damage which the parties may sustain in the event this transaction fails to qualify for any special tax treatment.

In the event a suit is brought by any party (ies) to this escrow to which the escrow holder is named as a party and which results in a judgment in favor of the escrow holder and/or against party or principal of any part hereunder, the principal or principal's agent(s) agree to pay said escrow holder all costs, expenses and reasonable attorney fees which it pays or incurs in said suit, the amount thereof to be fixed and judgment to be rendered by the court in said suit.


Initials


Initials

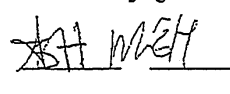

Time is of the essence in this agreement and each party hereto requires that the other party comply with all requirements necessary to place this escrow in a condition to close as provided in said Purchase Contract, however, that if the closing date; or any other compliance date specified herein, falls on a Saturday, Sunday, or Holiday, the time limit set forth herein is extended through the next full business day. In the absence of written direction to the contrary, Escrow Agent is authorized to take any administrative steps necessary to effect the closing of this escrow subsequent to the date set forth herein.

Either party hereunder claiming right of cancellation of this escrow shall file written notice and demand for cancellation in the office of the Escrow Agent in writing. Escrow Agent shall, within three (3) business days following receipt of such written notice, notify the party against whom said cancellation is filed by depositing a copy of said notice in the United States Mail, addressed to such other party at the last address filed with Escrow Agent.

In the absence of written indication from such party as to said party's mailing address, Escrow Agent is directed to deposit such notice in the United States Mail, certified with return receipt requested, addressed to such party in Reno, Nevada, or such other city as Escrow Agent may have written indication that such party resides. Said notice shall be deemed to have been given upon deposit of said notice in the United States Mail, addressed as specified herein, with proper affixed thereto, and no further notice, or evidence of receipt, shall be required.

Unless written objection to any cancellation notice hereunder shall be submitted and received by Escrow Agent from the party to whom such cancellation notice is directed with ten (10) business days following Escrow Agent's mailing of said cancellation notice, Escrow Agent is authorized and directed to comply with such cancellation notice and demand upon payment of its cancellation charges and expenditures.

In the event that such written objection shall be filed, Escrow Agent is authorized to hold all money and instruments in this escrow pending mutual written instruction by the parties hereto, or a final order by a court of competent jurisdiction. The parties are aware, however, and expressly agree and consent, that Escrow Agent shall have the absolute right, at its sole discretion, to file a suit to counter claim in interpleader and to obtain an order from the court requiring the claimants to interplead and litigate in such court their several claims and rights amongst themselves. In the event such suit or claim is brought, the parties hereto jointly and severally agree to pay Escrow Agent all costs, expenses and reasonable attorney fees which it may expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefore to be rendered by the court in such suit.

Upon the filing of such suit or counterclaim said Escrow Agent shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

It is expressly understood and agreed that the Escrow Agent without any obligation to exercise such right retains the right to resign its duties as escrow agent under this transaction, at any time and at its sole discretion and/or refrain from taking any act in furtherance of the subject transaction at the sole discretion of Escrow Agent is deemed advisable. No liability shall accrue to said Escrow Agent for any such act or forbearance.

This agreement in all parts applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns, and whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

These instructions may be executed in any number of counterparts, each of which shall be considered an original and be effective as such, and all of which, when aggregated, shall constitute one fully executed original.

Sellers and Buyers hereby authorize Escrow Agent to furnish copies of closing statements and escrow instructions to the Lender and or Broker involved herein. Escrow Agent is further authorized to deliver a copy of any notice filed in accordance with the terms set forth herein by one party upon the other, to the Broker(s) involved within.

Buyer and Seller shall notify Escrow Agent in writing of any change in address during the course of this escrow, and unless Escrow Agent is in receipt of written indication to the contrary, to mail any notices filed by either party to or against the other, to the address set forth herein.

Seller is hereby made aware that there is a law which became effective January 1, 1987, which requires all escrow holders to complete a modified 1099 form, based upon specific information known only between parties in this transaction and the escrow holder. Escrow Agent are authorized and instructed to provide this information to the Internal Revenue Service after the close of escrow in the manner prescribed by law, or it is understood that this transaction shall not close with Escrow Agent as the escrow holder.

The undersigned buyer herein acknowledges that the Homeowners Association is the Estates at Saddle Ridge Owners Association. The homeowner's association dues for Saddle Ridge Owners Association are \$89.00 monthly (which amount may increase from time to time) and a transfer fee of \$100.00 and a Capital Contribution Fee of \$378.00. In addition there is a \$57.00 quarterly payment to Damonte Ranch LMA along with a transfer fee of \$100.00 payable to Eugene Burger Management Company and a Capital Contribution of \$100.00 payable to Damonte Ranch LMA. There is also a quarterly payment of \$30.00 payable to Damonte Ranch Drainage District, accompanied by a Transfer fee of \$100.00 payable to Eugene Burger Management Company and a Capital Contribution of \$100.00 to Damonte Ranch Drainage. Escrow Agent is hereby authorized and instructed to collect homeowner's association dues upfront and through escrow.

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TO THE EXTENT THAT THE TERMS AND CONDITIONS OF SAID PURCHASE AGREEMENT, AND ANY MODIFICATION THERETO, SHALL CONFLICT WITH THESE "GENERAL CONDITIONS OF ESCROW"; THE OBLIGATIONS OF ESCROW AGENT SHALL BE GOVERNED EXCLUSIVELY BY THESE "GENERAL CONDITIONS OF ESCROW AND ESCROW INSTRUCTIONS" CONTAINED HEREIN, ANYTHING TO THE CONTRARY HEREIN. NOTWITHSTANDING, ESCROW AGENT IS HEREBY UNCONDITIONALLY RELIEVED FROM ANY LIABILITY OR RESPONSIBILITY WHATSOEVER INVOLVING COMPLIANCE WITH OR ADHERENCE TO CONSUMER CREDIT PROTECTION ACT (TRUTH IN LENDING) OR SIMILAR LAW.

SELLER(S) AND BUYER(S) HEREBY AUTHORIZE ESCROW AGENT TO FURNISH COPIES OF CLOSING STATEMENTS AND ESCROW INSTRUCTIONS TO LENDER AND/OR BROKER INVOLVED.

In the event a post-closing or post-disbursement adjustment is necessary by an entity involved with this escrow transaction, the undersigned authorizes Escrow Agent to, if immediate action to advance funds on their behalf is necessary to promptly effect an accurate closing statement. The undersigned, upon notification, and the opportunity to investigate such necessary advances, agrees to fully cooperate and pay Ticor Title of Nevada, Inc. any and all funds so advanced on their behalf.

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SELLER

I agree to pay the following escrow charges: ALTA Policy of Title Insurance, Escrow Fee, Recording Fee, Reconveyance Fee, and incidental expenses necessary to convey insurable title as described herein.

Toll South Reno, LLC, a Nevada limited liability company

BY: Jake Lucas 12/13/14
Division President

BUYER

I have read the foregoing General Conditions of Escrow and am buying the property described on the terms and conditions set forth, and will within the time limit either hand Escrow Agent or cause to be handed Escrow Agent, the consideration as specified, and I require that Seller comply with all terms thereof within the time as listed above. I agree to pay the following escrow charges: ALTA Premium, Real Property Transfer Tax, Loan Fee (as required by Lender), Escrow Fee, Recording Fee, and Incidental Expenses as may be incurred in connection with any new loan(s).

These incidental expenses include any appraisals ordered by Lender SA/MA (initials)

Disha Hatcher 12/13/14
Buyer Date
LLH/WH 12/13/14
Buyer Date

Farid Johnson 12/13/14
Buyer Date

6154533
Alisha Hatch : 0055



EXHIBIT B NO. 1

COMMUNITY: Estates at Saddle Ridge
PLAN: Willshire Sonoran

LOT: 0055

THE AGREEMENT OF SALE made between Toll South Reno LLC Seller and Michael and Alisha Hatch and Kari Johnson Buyer is hereby modified as follows: Buyer hereby authorizes and offers to Seller the right to make the following construction changes to the new home indicated above. All construction change orders are offered subject to the acceptance of the Seller. The Seller reserves the right for any reason whatsoever, to reject in part or in whole, any requested construction changes.

OPTION NO.	OPTION DESCRIPTION	QTY	OPTION PRICE
	LOT PREMIUM		\$5,000
426	SECURITY SYSTEM - A, W/WEST- MINSTER SECURITY MONITORING	1	\$0

Diagram Attached: No

For the sum of five thousand DOLLARS	\$5,000
To be applied as payment of or on account of extras, upon the following terms:	
Down payment of signing of this Exhibit "B"	\$250
Cash or Buyer's Certified Check at Settlement	\$4,750

Buyer: [Signature]
Buyer: Alisha Hatch
Seller: _____

Date Offered: 12/13/14
[Signature] 12/13/14
Date Accepted: _____

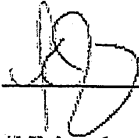
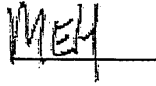
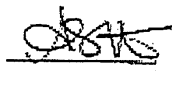
Exhibit “2”

FILED
Electronically
CV21-00246
2021-03-16 12:12:35 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8345017 : sacordag

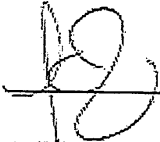
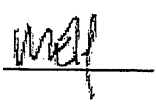
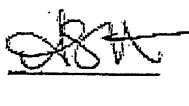
Exhibit “2”

Promissory Note For Hatch Residence 9845 Firefoot
Lane Reno, NV 89521


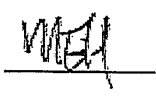
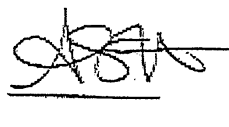
*This agreement is for repayment of a home loan between Kari Anne Johnson (lender) and Michael Edward Hatch & Alisha Suzanne Hatch (borrowers).


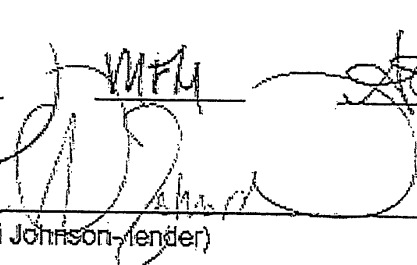
*Michael and Alisha Hatch agree to repay Kari Johnson the total amount borrowed in the amount of \$665,838.40.


*Michael and Alisha Hatch have agreed with Kari Johnson that an interest rate of 3.0% will be charged for the home loan.

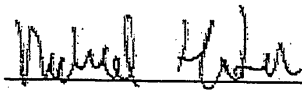
*A payment schedule/loan amortization has been established and is attached.



Signed (Kari Johnson- lender)

9/9/15
Date


Signed (Alisha Hatch- borrower)

9/9/15.
Date


Signed (Michael Hatch- borrower)

9-9-15
Date

Exhibit “3”

FILED
Electronically
CV21-00246
2021-03-16 12:12:35 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8345017 : sacordag

Exhibit “3”

9845 FIREFOOT LANE

PAYMENT	PRINCIPAL	INTEREST	BALANCE	PAID/DATE/TYPE
\$2,807.20	\$1,177.35	\$1,629.84	\$650,759.70	\$2,807.20 Check #1326 9/14/16
\$2,807.20	\$1,160.30	\$1,626.90	\$649,579.40	\$2,807.20 Check #1336 10/10/16
\$2,807.20	\$1,183.25	\$1,623.95	\$648,395.15	\$2,807.20 check #1341 11/15/2016
\$2,807.20	\$1,186.21	\$1,620.99	\$647,209.94	\$2,807.20 Check #1351 12/12/2016
\$2,807.20	\$1,189.18	\$1,618.02	\$646,020.76	\$2,807.20 Check #1361 1/23/2017
\$2,807.20	\$1,192.15	\$1,615.05	\$644,828.61	\$2,807.20 Check #1365 2/21/2017
\$2,807.20	\$1,195.13	\$1,612.07	\$643,633.48	\$2,807.20 Check #1370 3/2/2017
\$2,807.20	\$1,198.12	\$1,609.08	\$642,435.35	\$2,807.20 Check #1380 4/3/2017
\$2,807.20	\$1,201.11	\$1,606.09	\$641,234.25	\$2,807.20 Check #1399 5/5/2017
\$2,807.20	\$1,204.11	\$1,603.09	\$640,030.14	\$2,807.20 Check # 1412 6/2/2017
\$2,807.20	\$1,207.12	\$1,600.08	\$638,823.02	\$2,807.20 Check #1422 7/5/2017
\$2,807.20	\$1,210.14	\$1,597.06	\$637,612.88	\$2,807.20 Check #1422 7/28/2017
\$2,807.20	\$1,213.17	\$1,594.03	\$636,399.71	\$2,807.20 CASH (Reimbursement)
\$2,807.20	\$1,216.20	\$1,591.00	\$635,183.51	\$2,807.20 Check #1452 10/3/2017
\$2,807.20	\$1,219.24	\$1,587.96	\$633,964.27	\$2,807.20 Check #1457 11/3/2017
\$2,807.20	\$1,222.29	\$1,584.91	\$632,741.98	\$2,807.20 Check #1465 12/3/2017
\$2,807.20	\$1,225.35	\$1,581.85	\$631,516.63	\$2,807.20 Check #1469 1/10/2018
\$2,807.20	\$1,228.41	\$1,578.79	\$630,288.22	\$2,807.20 Check #1479 2/1/2018
\$2,807.20	\$1,231.48	\$1,575.72	\$629,056.74	\$2,807.20 Check #1488 2/27/2018
\$2,807.20	\$1,234.56	\$1,572.64	\$627,822.18	\$2,807.20 Check #1501 4/1/2018
\$2,807.20	\$1,237.64	\$1,569.56	\$626,584.54	\$2,807.20 Check # 1506 4/30/2018
\$2,807.20	\$1,240.74	\$1,566.46	\$625,343.80	\$2,807.20 Check # 1513 5/31/2018
\$2,807.20	\$1,243.84	\$1,563.36	\$624,099.96	\$2,807.20 Check #1518 7/1/2018
\$2,807.20	\$1,246.95	\$1,560.25	\$622,853.01	\$2,807.20 Check #1523 cashed for Kari 8/1/2018
\$2,807.20	\$1,250.07	\$1,557.13	\$621,602.94	\$2,807.20 Check #1529 cashed for Kari 8/31/2018
\$2,807.20	\$1,253.19	\$1,554.01	\$620,349.75	\$2,807.20 cash 10/1/2018
\$2,807.20	\$1,256.33	\$1,550.87	\$619,093.42	\$2,807.20 cash 11/1/2018
\$2,807.20	\$1,259.47	\$1,547.73	\$617,833.95	\$2,807.20 cash 12/1/2018
\$2,807.20	\$1,262.62	\$1,544.58	\$616,571.33	\$2,807.20 cash 12/27/2018
\$2,807.20	\$1,265.77	\$1,541.43	\$615,305.56	\$2,807.20 CASH 1/30/2019
\$2,807.20	\$1,268.94	\$1,538.26	\$614,036.62	\$2,807.20 CASH 3/1/2019
\$2,807.20	\$1,272.11	\$1,535.09	\$612,764.51	\$2,807.20 Check #1547 4/3/2019

\$2,807.20	\$1,275.29	\$1,531.91	\$611,489.22	\$2,807.20 Check #1552 4/30/2019
\$2,807.20	\$1,278.48	\$1,528.72	\$610,210.74	PD- Pay Increase
\$2,807.20	\$1,281.67	\$1,525.53	\$608,929.07	PD- Pay Increase 6/27/2019 (\$2,807.20)
\$2,807.20	\$1,284.88	\$1,522.32	\$607,644.19	PD- Pay Increase 8/15/2019 (\$2,807.20)
\$2,807.20	\$1,288.09	\$1,519.11	\$606,356.10	Pd- \$2,807.20 Cash 9/3/2019
\$2,807.20	\$1,291.31	\$1,515.89	\$605,064.79	Pd- \$2,807.20 Cash 10/1/2019
\$2,807.20	\$1,294.54	\$1,512.66	\$603,770.25	Pd- \$2,807.20 Cash 11/1/2019
\$2,807.20	\$1,297.77	\$1,509.43	\$602,472.48	Pd- \$2,807.20 Cash 12/1/2019
\$2,807.20	\$1,301.02	\$1,506.18	\$601,171.46	Pd- Salary January 1, 2020 (\$2,807.20)
\$2,807.20	\$1,304.27	\$1,502.93	\$599,867.19	Pd- Salary February 1, 2020 (\$2,807.20)
\$2,807.20	\$1,307.53	\$1,499.67	\$598,559.66	Pd- Salary March 1, 2020 (\$2,807.20)
\$2,807.20	\$1,310.80	\$1,496.40	\$597,248.86	Pd- Salary April 1, 2020 (\$2,807.20)
\$2,807.20	\$1,314.08	\$1,493.12	\$595,934.78	Pd- Salary May 1, 2020 (\$2,807.20)
\$2,807.20	\$1,317.36	\$1,489.84	\$594,617.42	Pd- Salary June 1, 2020 (\$2,807.20)
\$2,807.20	\$1,320.65	\$1,486.54	\$593,296.76	Pd- Salary July 1, 2020 (\$2,807.20)
\$2,807.20	\$1,323.96	\$1,483.24	\$591,972.80	PD- Salary August 1, 2020 (\$2,807.20)
\$2,807.20	\$1,327.27	\$1,479.93	\$590,645.53	PD- Salary September 1, 2020 (\$2,807.20)
\$2,807.20	\$1,330.59	\$1,476.61	\$589,314.94	PD- Salary October 1, 2020 (\$2,807.20)
\$2,807.20	\$1,333.91	\$1,473.29	\$587,981.03	Pd- Salary November 1, 2020 (\$2,807.20)
\$2,807.20	\$1,337.25	\$1,469.95	\$586,643.78	PD- Salary December 1, 2020 (\$2,807.20)
\$2,807.20	\$1,340.59	\$1,466.61	\$585,303.19	
\$2,807.20	\$1,343.94	\$1,463.26	\$583,959.25	
\$2,807.20	\$1,347.30	\$1,459.90	\$582,611.95	
\$2,807.20	\$1,350.67	\$1,456.53	\$581,261.28	
\$2,807.20	\$1,354.05	\$1,453.15	\$579,907.23	
\$2,807.20	\$1,357.43	\$1,449.77	\$578,549.80	
\$2,807.20	\$1,360.83	\$1,446.37	\$577,188.97	
\$2,807.20	\$1,364.23	\$1,442.97	\$575,824.74	
\$2,807.20	\$1,367.64	\$1,439.56	\$574,457.10	
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\$2,807.20	\$1,388.28	\$1,418.92	\$566,179.17	

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\$2,807.20	\$2,793.21	\$13.99	\$2,801.01
\$2,801.01	\$2,801.01	\$7.00	\$0.00

Exhibit “4”

FILED
Electronically
CV21-00246
2021-03-16 12:12:35 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8345017 : sacordag

Exhibit “4”

WHEN RECORDED MAIL TO:
Michael Hatch and Alisha Hatch
9845 Firefoot Lane
Reno, NV 89521

DOC #4500519

08/06/2015 03:43:59 PM
Electronic Recording Requested By
TICOR TITLE - RENO (MAIN)
Washoe County Recorder
Lawrence R. Burtness
Fee: \$23.00 RPTT: \$2621.95
Page 1 of 7

MAIL TAX STATEMENTS TO:
Same As Above

Escrow No. 1404892-LMZ

The undersigned hereby affirms that this document
submitted for recording does not contain the social
security number of any person or persons.
(Pursuant to NRS 239b.030)

APN No.: 141-254-09
R.P.T.T. \$2,621.95

SPACE ABOVE FOR RECORDER'S USE ONLY

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Toll South Reno, LLC, a Nevada Limited Liability
Company

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby
Grant, Bargain, Sell and Convey to Michael Hatch and Alisha Hatch, husband and wife as joint
tenants with right of survivorship

all that real property situated in the County of Washoe, State of Nevada, described as follows:

SEE EXHIBIT "A&B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging
or in anywise appertaining.

Signature and notary acknowledgement on page two.

THIS DOCUMENT IS BEING RECORDED
AS AN ACCOMODATION ONLY. NO
LIABILITY IS ASSUMED HEREBY.

JA_00227

Toll South Reno, LLC, a Nevada limited liability company

By: Gary M. Mayo, President DAVID STANLEY, VICE PRESIDENT

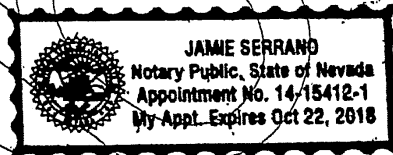
STATE OF NEVADA
COUNTY OF WASHOE

} ss:

This instrument was acknowledged before me on ,
by Gary M. Mayo DAVID STANLEY.

August 3rd 2015

[Signature]
NOTARY PUBLIC



This Notary Acknowledgement is attached to that certain Grant, Bargain, Sale Deed dated date of document under escrow No. 01404892.

Exhibit "A"

The land referred to in this Policy is described as follows:

Lot 55 of DAMONTE RANCH VILLAGE 11D, according to the map thereof, filed in the Office of the County Recorder of Washoe County, State of Nevada, on April 3, 2014, as File No. 4341181, Official Records, Tract Map No. 5071.

More Commonly Known as: 9845 Firefoot Lane, Reno, Nevada
Assessor's Parcel No.: 141-254-09

COPY

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ALTA Plain Language Commitment Form (6/17/06)
Schedule C

109-14000223-TBV15

JA_00229

Exhibit "B"

**ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE
BUYER'S USE OF PROPERTY**

ADDENDUM TO AGREEMENT FOR PURCHASE AND SALE between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer"), Lot No. 0055 (the "Property") in the community of Estates at Saddle Ridge.

1. **OWNER OCCUPANCY:** Seller desires to sell only to buyers who will occupy the home as their primary residence or a secondary residence, *i.e.*, vacation or seasonal home (their "**Residence**"), to create an established community of owner-occupied homes. Seller and Buyer agree that homebuyers prefer owner-occupied communities and, as such, owner-occupied communities proved a better environment to sell homes and in which to reside. Therefore, Seller chooses to only sell homes to buyers who intend to occupy the home as their Residence for a minimum of one (1) year after the closing. To induce Seller to agree to sell the Property to Buyer, Buyer represents warrants and agrees as follows:

1.1 **Use of Principal Residence for One (1) Year.** Buyer represents and warrants to Seller that (a) Buyer is purchasing the Property for use as Buyer's Residence; (b) Buyer will occupy the Property within thirty (30) calendar days after the Closing; and (c) Buyer will not attempt to transfer Buyer's rights under the Agreement or enter into any agreement for the lease, sale or other transfer of the Property that would result in Buyer's failure to occupy the Property as Buyer's Residence and hold title thereto in fee simple for a period of one (1) year after the Settlement of Buyer's purchase of the Property (the "**Occupancy Period**"). The provisions of this Section and the accuracy of the above representations warranties constitute a personal covenant of Buyer and a condition precedent to Seller's performance under the Agreement.

MSH ASH Initials KE

1.2 **Transfer before Closing.** Except for Hardship Situations, as described in Section 1.5 or Unrestricted Transfers as described in Section 1.6, any attempt by Buyer to assign Buyer's rights under this Agreement or to lease, sell or otherwise transfer the Property before the Closing will constitute both (a) a breach of the Agreement, entitling Seller, at its sole election, to immediately terminate this Agreement and retain Buyer's deposit as liquidated damages and (b) the failure of a condition precedent to Seller's obligation to sell the Property to Buyer. However, if Buyer's breach does not become known to Seller or Seller fails to terminate this Agreement until after Closing, then Seller will be limited solely to the remedy of Liquidated Damages described in Sections 1.3 and 1.4.

MSH ASH Initials KE

1.3 Transfer after closing. Except for Hardship Situations as described in **Section 1.5** or Unrestricted Transfers as described in **Section 1.6**, Buyer's transfer of title to the Property prior to or during the Occupancy Period constitutes a breach of this Agreement. Buyer and Seller agree that such a breach will entitle the Seller to liquidated damages to be promptly paid by Buyer to Seller in the amount of one-half of the difference between the sales price on resale and the purchase price hereunder. **Seller and Buyer that the amount of liquidated damages is a reasonable measurement of Seller's damages in the case of such a breach given that Seller's actual damages would be extremely difficult and impractical to determine.**

NEH ASH Initials

1.4 Lease of Property After Closing. Except for Hardship Situations as described in **Section 1.5** or Unrestricted Transfers as described in **Section 1.6**, Buyer's failure to make the Property Buyer's Residence during the Occupancy Period or Buyer's lease of the property during the Occupancy Period constitutes a breach of this Agreement, entitling Seller to liquidate damages. Buyer and Seller agree that such a breach will entitle Seller to liquidated damages to be promptly paid by Buyer to Seller in the amount of one-half of the total payments received from the tenant for the first 12 months of the rental period. **Seller and Buyer agree that the liquidated damages amount is a reasonable measurement of Seller's damages in the case of such a breach given that Seller's actual damages would be extremely difficult and impractical to determine.**

NEH ASH Initials

1.5 Hardship Situations. The following events will be deemed to constitute "Hardship Situations" under which Buyer will be relieved of the obligations of this **Section** concerning limitations on the sale or lease of the Property.

- 1.5.1.1 The death of the Buyer (or any person who is co-buyer if more than one);
- 1.5.1.2 The dissolution of Buyer's marriage or legal separation of married Buyers;
- 1.5.1.3 A Mandatory job transfer required by Buyer's employer (not including Buyer if buyer is self employed);
- 1.5.1.4 A medical or financial emergency, proof of which Seller has approved within its sole discretion, and
- 1.5.1.5 A situation which, in the sole judgment of Seller, constitutes a hardship consistent with the purpose of this **Section**.

1.6 Unrestricted Transfers. The following transfers are not in violation of the stated purpose of this **Section** and are not subject to the provisions of **Sections 1.3 and 1.4**.

- 1.6.1.1 A transfer between spouses or between parent and child (but subsequent transfers within the Occupancy Period would be subject to this Endorsement);

NEH ASH Initials

- 1.6.1.2 A transfer resulting from a decree of dissolution of marriage or legal separation or from a property settlement agreement incident to such a decree;
- 1.6.1.3 A transfer into a revocable *inter vivos* trust in which Buyer is the beneficiary; and
- 1.6.1.4 A transfer, conveyance, pledge, or assignment of the Property (such as a Mortgage) to secure the performance of an obligation, which will be released or reconveyed upon the completion of the performance; and
- 1.6.1.5 A transfer resulting from a foreclosure (by judicial foreclosure or trustee's sale) by the beneficiary of a first mortgage or a transfer in lieu thereof.

1.7 FHA/VA Loans. Notwithstanding anything to the contrary contained herein, in the event the mortgage or deed of trust on the Property is insured by FHA or guaranteed by VA any occupancy requirements of FHA and/or VA, as applicable, shall apply and the provisions of this endorsement shall be of no further force and effect as to the Property.

1.8 No Unreasonable Restraint. The purpose of this Section is to comply with Seller's intention to sell homes only to persons who intend to occupy them as their Residences; to obtain a stabilized community of owner-occupied homes; and to provide the type of community in which prospective buyers are most interested in living. Buyer agrees that the provisions and restrictions set forth in this Section do not constitute an unreasonable restraint upon alienation of the Property, and that the liquidated damages provisions in Sections 1.3 and 1.4 are not a penalty or a forfeiture.

Initials *WZL ASH*

1.9 Survival. The rights and duties pursuant to this Section shall survive Closing and remain in full force and effect in accordance with its terms.


THIS ENDORSEMENT TO AGREEMENT OF SALE is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

~~IN WITNESS WHEREOF~~, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

BUYER: W. J. Hatcher W. J. Hatcher DATE 12/13/14

BUYER: Amara Hatch Mitch Hatch
DATE: 12/11

BUYER: [Signature]
DATE: 12/13/14

SELLER:  Jake Lucero

DATE 12/8/16



WASHOE COUNTY RECORDER

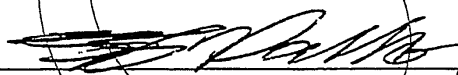
OFFICE OF THE COUNTY RECORDER
LAWRENCE R. BURTNES, RECORDER

1061 E. NINTH STREET
POST OFFICE BOX 11130
RENO, NEVADA 89520-0027
PHONE (775) 328-3661
FAX (775) 325-8010

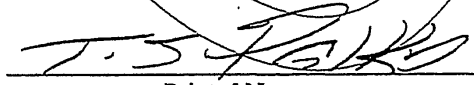
LEGIBILITY NOTICE

The Washoe County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies reproduced from the recorded document would not be legible. However, the customer demanded that the document be recorded without delay as the parties rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally, based on the undersigned's representation (1) that a suitable copy will be submitted at a later date (2) it is impossible or impracticable to submit a more suitable copy.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed it may not reproduce a legible copy.


Signature


Date


Printed Name

JA_00233

Exhibit “5”

FILED
Electronically
CV21-00246
2021-03-16 12:12:35 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8345017 : sacordag

Exhibit “5”

6154533

ENDORSEMENT TO AGREEMENT OF SALE

ENDORSEMENT TO AGREEMENT OF SALE between Toll South Reno LLC ("Seller") and Michael and Alisha Hatch and Kari Johnson ("Buyer") of House No. 9845 Firefoot Lane, Reno, NV, 89521 Lot No. 0055 in the community of Estates at Saddle Ridge (the "Agreement").

NOTWITHSTANDING anything contained in the Agreement to the contrary, Buyer and Seller further agree as follows:

Assignment - Deletion of Buyer at Closing

Buyers desire to remove Kari Johnson from the Agreement at closing. Seller agrees that at closing, Kari Johnson shall be removed from the Agreement and not referenced in any conveyance documents; provided both Kari Johnson and Michael Hatch and Alisha Hatch shall remain liable for the full performance of the Agreement, including closing.

THIS ENDORSEMENT is intended to be incorporated into and made a part of the Agreement and all other terms and conditions contained in the Agreement, unless expressly modified herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunto set their hands and seals the day and year written.

BUYER: Kari Johnson DATE: 7/29/15BUYER: Michael Hatch DATE: 7/29/15SELLER: Alisha Hatch DATE: 7/29/15

Page 1 of 1

Exhibit “6”

FILED
Electronically
CV21-00246
2021-03-16 12:12:35 PM
Jacqueline Bryant
Clerk of the Court
Transaction # 8345017 : sacordag

Exhibit “6”

DOC #4982284

12/13/2019 12:54:15 PM
Electronic Recording Requested By
TICOR TITLE - FERNLEY
Washoe County Recorder
Kalie M. Work
Fee: \$41.00 RPTT: \$0
Page 1 of 18

Assessor's Parcel No.: 141-254-09

Recording Requested by:
GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION
When Recorded Mail To:
GUILD MORTGAGE COMPANY - ATTN: DMD

5898 COPLEY DRIVE
SAN DIEGO, CA 92111

Mail Tax Statement To:
MICHAEL HATCH
9845 FIREFOOT
RENO, NV 89521

[Space Above This Line For Recording Data]

Loan No.: 156-2017268

MIN: 100019915620172680

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 9, 2019, together with all Riders to this document.

(B) "Borrower" is MICHAEL HATCH AND Alisha Hatch, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP. Borrower is the trustor under this Security Instrument.

Nevada Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument
The Compliance Source, Inc.

MERS Modified Form 3029 1/01
Page 1 of 15 Modified by Compliance Source 14301NV 10/05 Rev. 11/15
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JA_00237

(C) "Lender" is GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION. Lender is a corporation organized and existing under the laws of CALIFORNIA. Lender's address is 5898 COPLEY DRIVE, SAN DIEGO, CA 92111.

(D) "Trustee" is GUILD ADMINISTRATION CORP, A CALIFORNIA CORPORATION.

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

(F) "Note" means the promissory note signed by Borrower and dated December 9, 2019. The Note states that Borrower owes Lender Two Hundred Fifty Nine Thousand and 00/100ths Dollars (U.S. \$259,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2050.

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

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

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

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

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

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

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

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



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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

County of WASHOE
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF WASHOE, STATE OF NEVADA, DESCRIBED AS FOLLOWS. LOT 55 OF DAMONTE RANCH VILLAGE 11D, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF WASHOE COUNTY, STATE OF NEVADA, ON APRIL 3, 2014, AS FILE NO. 4341161, OFFICIAL RECORDS, TRACT MAP NO. 5071. APN: 141-254-09
 which currently has the address of 9845 FIREFOOT LN

RENO Nevada 89521
 [City] [Zip Code]
 [Street] ("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 understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.



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

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

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

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

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

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

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

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



3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien of encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground



rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction,



provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's



interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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



takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the



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

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other



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

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

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

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

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

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

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

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



check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private



party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.


24. **Substitute Trustee.** Lender at its option may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$100 where no credit checks are required, the greater of \$400 or 1% of unpaid principal balance of the mortgage - up to a maximum of \$900 - if the change of ownership requires credit approval of the new mortgagor; or any maximum prescribed by Applicable Law or Regulations.



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


MICHAEL HATCH (Seal)
-Borrower
[Printed Name]


Alisha Hatch (Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

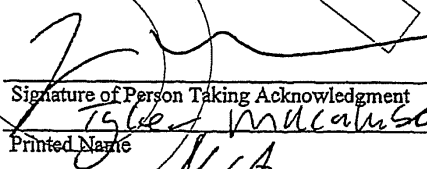
ACKNOWLEDGMENT

State of Nevada
County of Washoe

The foregoing instrument was acknowledged before me on Dec 9, 2019 by MICHAEL HATCH.



Signature of Person Taking Acknowledgment


Printed Name

Title or Rank

Serial Number, if any:

My Commission Expires:

(Seal)

