

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of the Estates of Thelma Ailene
Sarge and Edwin John Sarge.

ESTATE OF THELMA AILENE SARGE;
ESTATE OF EDWIN JOHN SARGE; AND
JILL SARGE,

Appellants,

vs.

ZACHARY PEDERSON; MICHELLE
PEDERSON; AND ROSE HILL, LLC,

Respondents.

Electronically Filed
Jul 28 2021 06:14 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

NO. 82623

DISTRICT COURT NO.

16 RP 000091B

APPELLANTS' EXCERPTS OF RECORD

VOLUME I

TORY M. PANKOPF, ESQ. (SBN 202581)
LAW OFFICES OF TORY M. PANKOPF
748 S Meadows Pkwy, Suite 244
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7 Attorney for the Estates and Jill Sarge

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AUBREY ROWLATT
CLERK
BY S. PEDERSON
DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

10
11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,
13
14 Plaintiffs,
15 v.
16 QUALITY LOAN SERVICE CORPORATION
17 and DOES I – X, inclusive,
18 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I
Consolidated with Case Nos.:
16 PBT 00107 1B and
16 PBT 00108 1B

17 ZACHARY PEDERSON and MICHELLE
18 PEDERSON,
19 Plaintiff Intervenor/Defendants

20 And Related Consolidated Cases.
21
22

23 **NOTICE OF RULING RE AMENDED MOTION FOR SUMMARY JUDGMENT**

24 PLEASE TAKE NOTICE that, on December 10, 2020, the above-entitled court ruled on
25 Defendants', ZACHARY and MICHELLE PEDERSON ("Defendants"), amended motion for
26 summary judgment ("Motion"). The court's ruling granted the Motion based upon NRS 107.560
27 and 14.017. The ruling was issued despite the Motion having been mooted via Plaintiffs' filing
28

1 of their amended complaint, pursuant to NRCP 15, in response to Defendant's, Rosehill, motion
2 to dismiss the complaint.

3 DATED: This 18th day of December 2020.
4

5 ***TORY M. PANKOPF LTD***

6 By: s/ TORY M. PANKOPF
7 TORY M. PANKOPF, ESQ.
8 *Attorney for Plaintiffs*
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Tory Pankopf

From: Kimberly Carrubba <KCarrubba@carson.org> on behalf of Kimberly Carrubba
Sent: Thursday, December 10, 2020 8:59 AM
To: jmwalth@wbri.net
Cc: Angela Jeffries; tory@pankopfuslaw.com; khintz@mccarthyholthus.com;
mdayton@mccarthyholthus.com; melissve@bdfgroup.com
Subject: 16 RP 00009 1B - Estate of Sarge

Good morning,

The Court would like a proposed order submitted for its consideration regarding the above referenced matter. Pursuant to FJDCR 3.10, the Court requests a proposed order from Mr. Walsh that:

- (1) Grants the Pedersen Motion for Summary-Judgment ("MSJ") based on NRS 107.560 and 14.017;
- (2) Denies the Sarge MSJ and specifically noting that Sarge is limited to damages under 107.560(2) against the other parties; and
- (3) Denies the Motion to Dismiss as MOOT because the Court will be granting the Pedersen MSJ.

You may submit the proposed order directly to me by email (cc: Angela Jeffries: ajeффries@carson.org) in Word format.

Thank you for your attention on this matter. If you have any questions, please do not hesitate to contact me.

Best,

Kimberly M. Carrubba, Esq.

Law Clerk to
Hon. James T. Russell
First Judicial District Court, Dept. 1
885 E. Musser St. #3061
Carson City, NV 89701
(775) 882-1996
kcarrubba@carson.org

Please be advised that Carson City has enabled the use of encrypted email for transferring sensitive information electronically. Upon first receipt of an encrypted email the recipient will be required to create a password to view the message. I apologize for the inconvenience.

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

CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I hereby certify that on the 18th day of December 2020, I mailed a true and correct copy of the following document(s):

Notice of Ruling re Amended Motion for Summary.

By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the following:

Quality Loan Services Corporation
c/o Kristin Schuler-Hintz, Esq.
MCCARTHY HOLTHUS LLP
9510 W Sahara Ave, Suite 200
Las Vegas, NV 89117
Fax (866) 339-5691
khintz@McCarthyHolthus.com

Zachary and Michelle Pederson
Rosehill LLC
c/o James M. Walsh, Esq.
WASLSH & ROSEVEAR
9468 Double R Bl, Ste A
Reno, NV 89521
Fax (775) 853-0860
jmwash@wbri.net

NATIONSTAR MORTGAGE LLC
fbn Champion Mortgage Company
c/o Melanie D. Morgan, Esq.
AKERMAN LLP
1635 Village Center Cir, Suite 200
Las Vegas, NV 89134
melanie.morgan.akerman.com

DATED on this 18th day of December 2020.

s/Tory M. Pankopf
Tory M. Pankopf

1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

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AUDREY ROWLATT
CLERK
BY S. EAPALA
DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

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16 and DOES I – X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
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Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenor(s)/Defendants

21 And Related Consolidated Cases.
22

23 **NOTICE OF RULING RE MOTION FOR SUMMARY JUDGMENT**

24 PLEASE TAKE NOTICE that, on December 10, 2020, the above-entitled court ruled on
25 Plaintiffs' motion for summary judgment ("Motion"). The court's ruling denied their Motion
26 based upon its legal conclusion that Plaintiffs' damages are limited under NRS 107.560(2) against
27
28

1 only the other defendants. Attached hereto is a copy of the court's judicial assistant's email
2 notifying the parties of its ruling.

3 DATED: This 18th day of December 2020.

4

5

TORY M. PANKOPF LTD

6

By: s/ TORY M. PANKOPF
TORY M. PANKOPF, ESQ.
Attorney for Plaintiffs

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Tory Pankopf

From: Kimberly Carrubba <KCarrubba@carson.org> on behalf of Kimberly Carrubba
Sent: Thursday, December 10, 2020 8:59 AM
To: jmw Walsh@wbri.net
Cc: Angela Jeffries; tory@pankopfuslaw.com; khintz@mccarthyholthus.com; mdayton@mccarthyholthus.com; melissve@bdfgroup.com
Subject: 16 RP 00009 1B - Estate of Sarge

Good morning,

The Court would like a proposed order submitted for its consideration regarding the above referenced matter. Pursuant to FJDCR 3.10, the Court requests a proposed order from Mr. Walsh that:

- (1) Grants the Pedersen Motion for Summary Judgment ("MSJ") based on NRS 107.560 and 14.017;
- (2) Denies the Sarge MSJ and specifically noting that Sarge is limited to damages under 107.560(2) against the other parties; and
- (3) Denies the Motion to Dismiss as MOOT because the Court will be granting the Pedersen MSJ.

You may submit the proposed order directly to me by email (cc: Angela Jeffries: ajeffries@carson.org) in Word format.

Thank you for your attention on this matter. If you have any questions, please do not hesitate to contact me.

Best,

Kimberly M. Carrubba, Esq.

Law Clerk to
Hon. James T. Russell
First Judicial District Court, Dept. 1
885 E. Musser St. #3061
Carson City, NV 89701
(775) 882-1996
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By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the following:

Quality Loan Services Corporation
c/o Kristin Schuler-Hintz, Esq.
MCCARTHY HOLTHUS LLP
9510 W Sahara Ave, Suite 200
Las Vegas, NV 89117
Fax (866) 339-5691
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Zachary and Michelle Pederson
Rosehill LLC
c/o James M. Walsh, Esq.
WASLSH & ROSEVEAR
9468 Double R Bl, Ste A
Reno, NV 89521
Fax (775) 853-0860
jmwalth@wbri.net

NATIONSTAR MORTGAGE LLC
fhn Champion Mortgage Company
c/o Melanie D. Morgan, Esq.
AKERMAN LLP
1635 Village Center Cir, Suite 200
Las Vegas, NV 89134
melanie.morgan.akerman.com

DATED on this 18th day of December 2020.

s/Tory M. Pankopf
Tory M. Pankopf

REC'D & FILED
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AUBREY ROWLATT
CLERK
BY S. [Signature]
DEPUTY

1 TORY M. PANKOPF (SBN 7477)
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3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

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11 ESTATE OF THELMA AILENE SARGE and
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14 v.

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16 and DOES I – X, inclusive,

17 Defendant(s).

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenors/Defendants

21 And Related Consolidated Cases.
22

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

23 **NOTICE OF RULING RE MOTION TO DISMISS COMPLAINT**

24 PLEASE TAKE NOTICE that, on December 10, 2020, the above-entitled court ruled on
25 Defendant's, Rosehill, motion to dismiss ("Motion"). The court's ruling denied their Motion
26 based upon its legal conclusion that it was moot because the court had granted defendants',
27 Pedersons, motion for summary judgment pursuant to NRS 107.560 and 14.017. The court's
28

1 ruling ignores the fact the Motion was mooted by the Plaintiffs' filing of their amended complaint
2 pursuant to NRCP actually mooted the Motion. Attached hereto is a copy of the court's judicial
3 assistant's email notifying the parties of its ruling.

4 DATED: This 18th day of December 2020.

5
6 ***TORY M. PANKOPF LTD***

7 By: s/ TORY M. PANKOPF
8 TORY M. PANKOPF, ESQ.
9 *Attorney for Plaintiffs*
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Tory Pankopf

From: Kimberly Carrubba <KCarrubba@carson.org> on behalf of Kimberly Carrubba
Sent: Thursday, December 10, 2020 8:59 AM
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mdayton@mccarthyholthus.com; melissve@bdfgroup.com
Subject: 16 RP 00009 1B - Estate of Sarge

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- (1) Grants the Pedersen Motion for Summary Judgment ("MSJ") based on NRS 107.560 and 14.017;
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Thank you for your attention on this matter. If you have any questions, please do not hesitate to contact me.

Best,

Kimberly M. Carrubba, Esq.

Law Clerk to
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I hereby certify that on the 18th day of December 2020, I mailed a true and correct copy of the following document(s):

Notice of Ruling re (Rosehill) Motion to Dismiss.

By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the following:

Quality Loan Services Corporation
c/o Kristin Schuler-Hintz, Esq.
MCCARTHY HOLTHUS LLP
9510 W Sahara Ave, Suite 200
Las Vegas, NV 89117
Fax (866) 339-5691
khintz@McCarthyHolthus.com

Zachary and Michelle Pederson
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NATIONSTAR MORTGAGE LLC
fhn Champion Mortgage Company
c/o Melanie D. Morgan, Esq.
AKERMAN LLP
1635 Village Center Cir, Suite 200
Las Vegas, NV 89134
melanie.morgan.akerman.com

DATED on this 18th day of December 2020.

s/Tory M. Pankopf
Tory M. Pankopf

1 Case No.: 16 PBT 00009 1B

2 Dept. No.: 1

REC'D & FILED

2020 DEC 22 AM 9:20

AUBREY CHWATT
CLERK

BY DEPUTY

3
4
5
6 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
7 IN AND FOR CARSON CITY

8
9 ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

10 Plaintiffs,

11 vs.

12 QUALITY LOAN SERVICE CORPORATION
and DOES I-X, inclusive,

13 Defendants.

14 ZACHARY PEDERSON and MICHELLE
15 PEDERSON,

16 Plaintiff Intervenors/Defendants.

17
18 And Related Consolidated Cases.
19

ORDER STRIKING NOTICES OF
RULING RE: MOTIONS

20 This matter comes before the Court on three Notices of Ruling filed by Plaintiffs on
21 December 21, 2020. Specifically, Plaintiffs filed (1) Notice of Ruling re Motion for Summary
22 Judgment; (2) Notice of Ruling re Amended Motion for Summary Judgment; and (3) Notice of
23 Ruling re Motion to Dismiss Complaint.

24 The Court having reviewed Plaintiffs' Notices finds they were prematurely submitted to
25 the Court, as the Court has not ruled on the pending Motions before the Court. On December 10,
26 2020, the Court requested Plaintiff Intervenors/Defendants' counsel, James M. Walsh, to submit
27 a proposed order to the Court pursuant to FJDCR 3.10 for the Court's consideration.

28 ///

1 **Rule 3.10. Proposed orders.**

2 (a) Required. A party filing a motion will attach to the motion an original proposed
3 order and a copy of the proposed order. A party filing an opposition to a motion will
4 attach to the opposition an original proposed order and a copy of the proposed order. If
5 the moving party files a reply and believes the original proposed order should be
6 modified, that party will attach to the reply a modified proposed order and a copy of the
7 modified proposed order. The party filing a motion or opposition will submit with the
8 motion or opposition a self-addressed envelope of sufficient size to hold the copy of the
9 order, and with sufficient postage for mailing the copy of the order to the party.

(b) Content. The proposed order will be consistent with the facts, law, and
argument contained in the party's points and authorities in support of or in opposition to
the motion. The proposed order will include an order that the party or attorney who
submitted the order, identified by name, will serve a notice of entry of the order on all
other parties and file proof of such service within 7 days after the date the court sent the
order to the attorney.

10 (c) Identify preparer. Proposed orders will include on the bottom left side of the
11 signature page: the date, signature and printed name of the attorney or party submitting
the order, address, telephone number, and email address.

12 (d) Preparing attorney to serve other parties. If the court signs an order prepared by
13 a party, the court will send a copy of the signed order to that party and that party will
14 serve a notice of entry of order on all other parties and file proof of such service within 7
days after the date the court sent the order to the party.

[Added; effective January 1, 2020.]

15 To date, the Court has not received the requested proposed order. A request for a
16 proposed order, which should have been submitted with the motion pursuant to the Court's rules,
17 does not mean the Court has issued any type of Order ruling on the pending Motions before it.

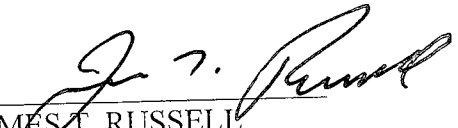
18 Therefore, based on the foregoing and good cause appearing,

19 **IT IS HEREBY ORDERED** that Plaintiffs' Notice of Ruling re Motion for Summary
20 Judgment, filed December 21, 2020, is STRICKEN.

21 **IT IS HEREBY FURTHER ORDERED** that Plaintiffs' Notice of Ruling re Amended
22 Motion for Summary Judgment, filed December 21, 2020, is STRICKEN.

23 **IT IS HEREBY FURTHER ORDERED** that Plaintiffs' Notice of Ruling re Motion to
24 Dismiss Complaint, filed December 21, 2020, is STRICKEN.

25 Dated this 22 day of December, 2020.

26
27 
28 JAMES T. RUSSELL
DISTRICT JUDGE

CERTIFICATE OF MAILING

I hereby certify that on the 22nd day of December, 2020, I served a copy of the foregoing by placing the foregoing in the United States Mail, postage prepaid, addressed as follows:

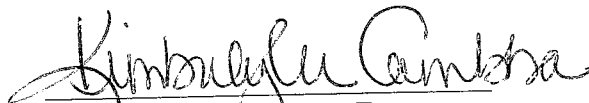
Tory M. Pankopf, Esq.
748 S. Meadows Pkwy., Ste. 244
Reno, NV 89521

Kristin Schuler-Hintz, Esq.
Matthew Dayton, Esq.
9510 W. Sahara Ave., Ste. 200
Las Vegas, NV 89117

Melanie D. Morgan, Esq.
1635 Village Center Cir., Ste. 200
Las Vegas, NV 89134

James M. Walsh, Esq.
9468 Double R Blvd., Ste. A
Reno, NV 89521

Melissa A. Vermillion, Esq.
7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, NV 89128


Kimberly M. Carrubba, Esq.
Law Clerk, Dept. 1

1 James M. Walsh, Esq.
2 Nevada State Bar No. 796.
3 Walsh & Rosevear
4 9468 Double R. Blvd., Suite A
5 Reno, Nevada 89521
6 Tel: (775) 853-0883
7 Email: jmw Walsh@wbri.net
8 Attorney for Pedersen

REC'D & FILED

2020 DEC 24 AM 11:35

AUBREY ROYAL ATT
CLERK

BY

DEPUTY

6 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
7 **IN AND FOR CARSON CITY**

9 ESTATE OF THELMA AILENE SARGE and
10 ESTATE OF EDWIN JOHN SARGE,

11 Plaintiffs,

12 vs.

13 QUALITY LOAN SERVICE CORPORATION and
14 DOES I – X, inclusive,

15 Defendants.

16 In the Matter of the Estate of:

17 THELMA AILENE SARGE,

18 Decedent.

19 In the Matter of the Estate of:

20 EDWIN JOHN SARGE,

21 Decedent.

Case No.: 16 RP 0009 1B

Dept. No: I

Consolidated With Case No.:

16 PBT 00107 1B and
16 PBT 00108 1B

22 **FINDINGS OF FACT CONCLUSIONS OF LAW AND SUMMARY JUDGMENT**

23 **INTRODUCTION**

24 Plaintiffs in Intervention Zachary and Michele Pedersen ("Pedersen") having filed a Motion for
25 Summary Judgment against Plaintiffs claiming they are BFP's pursuant to NRS 107.560 and 14.017.
26 Plaintiffs opposed and filed a counter motion for Summary Judgment against Pedersen. The Court having
27 read and considered the motions and exhibits, the papers and pleadings on file hear in and the arguments,
28 makes the following Findings of Fact, Conclusions of Law and Judgment.

FINDINGS OF FACT

1. Plaintiff, the Estate of Thelma Ailene Sarge and Edwin John Sarge, filed their complaint for “reentry” contending the foreclosure sale conducted by Quality Loan Service on or about October 13, 2016 was defective for lack of proper notice to the Estates.
2. Rosehill, LLC, was the successful bidder at that sale, paying the sum of \$255,100 for the real property at issue herein, that being, 1636 Sonoma Street, Carson City, Nevada.
3. The Deed of Trust in question herein, was executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, recorded April 26, 2006 as Document No. 352840, Official Records of Carson City.
4. Both Sarges passed away and the heirs have not occupied 1636 Sonoma St. as their full time residence.
5. On September 2, 2015, the Sarges being in default under the terms and conditions of the Deed of Trust, a Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust was recorded by Quality Loan Corporation. The Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust was recorded September 22, 2015 as Document No. 457307, Official Records of Carson City.
6. Thereafter, on or about August 29, 2016, Quality Loan Corporation did record a Notice of Trustee’s Sale as Document No. 467446, Official Records of Carson City.
7. At the duly noticed trustee’s sale, as indicated, Rosehill, LLC was the successful bidder in the amount of \$255,100, and a Trustee’s Deed Upon Sale was issued to Rosehill, LLC and recorded November 2, 2016, as Document No. 469496, Official Records of Carson City Recorder.
8. Plaintiff brought the instant action and recorded a Lis Pendens against the subject property.
9. On or about November 2, 2016, Rosehill moved to expunge the Lis Pendens, and after hearing December 5, 2016, this Court entered its order expunging the Lis Pendens. At such hearing, the Court indicated that Plaintiff having failed to meet the requirements of NRS 14.015, that Rosehill’s title had a priority from the date of the Deed of Trust in 2006, that Plaintiffs had failed to meet their burden to provide any evidence that a default did not exist under the terms and conditions of the Deed of Trust at the time of foreclosure, that Plaintiffs produced no evidence of a tender of the amounts due and owing under the Deed of Trust and that the provisions of NRS 107.080 required

1 no notice to the estate or the beneficiaries. Sarge did not seek any stay of the order and it was not
2 until over six months after the sale to Pedersen did Sarge file a Notice of Appeal of the dismissal.
3 NOA filed June 14, 2017.

4 10. The Order Expunging the Lis Pendens was recorded with the Carson City Recorders Office
5 December 7, 2016 File No. 470500. Sarge sought no stay of this order pending appeal.

6 11. After expunging of the Lis Pendens, Rosehill sold the subject property by Grant Bargain and
7 Sale Deed to Pedersen. Said Deed was dated December 13, 2016 and recorded December 15,
8 2016, as Document No. 470725, Official Records of Carson City Recorder.

9 12. Rose Hill and Quality Loan Service subsequently both filed Motions to Dismiss.

10 13. Sarge's opposed the motions and specifically filed a Supplemental Opposition wherein they
11 admit that they had made an election to pursue their Loss Mitigation Options under NRS 107.530.
12 See exhibit D to the supplement. 7.

13 14. Sarge has made additional judicial admissions in their motion for summary judgment against
14 Pedersen at P6, L2. Wherein they contend that their election to participate in the Banks loss
15 mitigation process constituted a tender.

16 15. Sarge and their counsel had actual knowledge of the pending foreclosure and elected to
17 participate in a loss mitigation option offered by the lender.

18 19 20 21 22 23 CONCLUSIONS OF LAW

24
25 1. Summary judgment is appropriate when the pleadings and admissible evidence show there is
26 no genuine issue as to any material fact and that the movant is entitled to judgment as a matter
27 of law. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). *See Celotex*
28 *Corp. v. Catrett*, 477 U.S. 317, 330 (1986) (citing Fed. R. Civ. Pro. 56(c)); NRCP 56. When

1 deciding a motion for summary judgment, the evidence and any reasonable inferences drawn
2 from it, must be viewed in a light most favorable to the non-moving party. NRCP 56; *Winn v.*
3 *Sunrise Hospital and Medical Center*, 128 Nev. Adv. Op. 23 (2012). If reasonable minds could
4 differ on material facts, summary judgment is inappropriate because summary judgment's
5 purpose is to avoid unnecessary trials when the facts are undisputed, and the case must then
6 proceed to the trier of fact. *Warren v. City of Carlsbad*, 58 F.3d 439, 441 (9th Cir. 1995); *see*
7 *also Nw. Motorcycle Ass'n v. U.S. Dept. of Agric.*, 18 F.3d 1468, 1471 (9th Cir. 1994).

- 8
9
10 2. Rosehill's title and that of its successor in interest, the Pedersens, is derivative and has the
11 priority of the Deed of Trust foreclosed on by Quality Loan Corporation. That Deed of Trust
12 was dated March 4, 2006, recorded April 26, 2006. This relation back of priority of the
13 Trustee's Deed extinguishes any claims, liens or encumbrances with regard to the real property
14 after April 26, 2006 in favor of the purchaser Rosehill and its successors in interest. United
15 States of America v. Real Property at 2659 Roundhill Dr., Alamo, CA, 194 F.3d 1020 (9th Cir.
16 1999). It is clear therefrom that any claims or interest of Sarge, the Sarge Estate or any interest
17 arriving therefrom were extinguished by the Quality Loan Corporation foreclosure.
18

- 19
20 3. The Pedersen's and Rosehill's title is also protected by NRS 14.017. That statute provides in
21 pertinent part:
22

23 Upon... the recordation of a certified copy of a court order for the
24 cancellation of a notice of the pendency of such an action with the
25 recorder of the county in which the notice was recorded, each person
26 who thereafter acquires an interest in the property as a purchaser,
27 transferee, mortgagee or other encumbrancer for valuable consideration
28 , except a party to the action who is not designated by a fictitious name
at that time of the withdrawal or order of cancellation, shall be deemed
to be without knowledge of the action or any matter, claim or allegation
contained therein, irrespective of whether the person has or at any time

1 had actual knowledge of the action... (2) the purpose of this section
2 is to provide for the absolute and complete transferability of real
3 property after the withdrawal or cancellation of a notice of the pendency
4 of an action affecting the property.

4 4. The order of cancellation was recorded December 7, 2016 and at that time Pedersen's were
5 not parties to this action. Based upon the statute they have presumptive status as bona fide
6 purchasers.

7 5. Sarge has admitted that long before the foreclosure occurred in October 2016 that they had
8 been in communication with Champion Mortgage to pursue their Loss Mitigation Options pursuant to
9 NRS 107.530. In fact, as noted Jill Sarge on February 4, 2016 executed a Loss Mitigation Option
10 Acknowledgment wherein, she elected to short sale of the property. See exhibit D to the Supplement to
11 Opposition to Motion to Dismiss Complaint.

12 6. Once Sarge made this election her remedies became those of NRS 107.560. If the lender
13 pursued foreclosure, in violation of NRS 107.530(1), the sole remedy of Sarge was to enjoin the sale. If
14 Sarge allowed the sale to go forward, as happened here, the remedy is solely against the bank as set forth
15 in NRS 107.560(2).

16 7. After recordation of the Trustee's Deed of Sale NRS 107.560(4) provides
17 a safe haven for any purchaser at the foreclosure sale. It states "a violation of NRS 107.400 to 107.560,
18 inclusive, does not affect the validity of a sale to a bona fide purchaser for value..."

19 8. During this period time Sarge was represented by current counsel who was in communication
20 with the lender's representatives specifically about the foreclosure schedule. See Sarge's Opposition to
21 Motion to Dismiss complaint filed December 30, 2016 at p. 3 line 15 wherein Sarge states

22
23 "Counsel for the Estates notified the trustee it had failed to serve
24 The NOD and NOS on the Estates and demanded it cease and desist
25 from foreclosing on the property..."

26 9. In addition to the foregoing Sarge in their motion admits their election to participate in the loss
27 mitigation process offered by the Bank and even threatened injunctive remedy should the bank proceed.
28

1 This brought them squarely within the foreclosure prevention alternatives defined in NRS 107.420 and
2 limited their remedy once they allowed the foreclosure to proceed to those against the bank as set forth
3 in NRS 107.560. And NRS 107.560 (4) specifically grants BFP protection to subsequent purchasers.

4
5 10. Sarge's pleadings constitute Judicial Admissions. Judicial admissions are defined as
6 deliberate, clear, unequivocal statements by a party about a concrete fact within that party's knowledge.
7 *Reyburn Lawn & Landscape Designers, Inc. v. Plaster Dev. Co., Inc.*, 255 P.3d 268, 127 Nev. 331 (2011)
8 citing *Smith v. Pavlovich*, 394 Ill.App.3d 458, 333 Ill.Dec. 446, 914 N.E.2d 1258, 1267 (2009). What
9 constitutes a judicial admission should be determined by the circumstances of each case and evaluated in
10 relation to the other testimony presented in order to prevent disposing of a case based on an unintended
11 statement made by a nervous party. *Id.*, 333 Ill.Dec. 446, 914 N.E.2d at 1268. See *Scalf v. D.B. Log*
12 *Homes, Inc.*, 128 Cal. App.4th 1510, 27 Cal.Rptr.3d 826, 833 (2005) (reasoning that concessions in
13 pleadings are judicial admissions whereas oral testimony subject to traditional impeachment is construed
14 as evidence); *Chaffee v. Kraft General Foods, Inc.*, 886 F.Supp. 1164 (D.N.J.1995) (explaining the
15 difference between a judicial admission, which is conclusively binding, and an evidentiary party
16 admission, which may be challenged).

17 "Judicial admissions are formal admissions in the pleadings which have the effect of withdrawing
18 a fact from issue and dispensing wholly with the need for proof of the fact." *In re Barker*, 839 F.3d 1189
19 (9th Cir. 2016); "Judicial admissions are 'conclusively binding on the party who made them'" *Am. Title*
20 *Ins. Co. v. Lacelaw Corp.*, 861 F.2d 224, 226 (9th Cir. 1988). "Where, however, the party making an
21 ostensible judicial admission explains the error in a subsequent pleading or by amendment, the trial court
22 must accord the explanation due weight." *Sicor Ltd. v. Cetus Corp.*, 51 F.3d 848 (9th Cir. 1995). See
23 *Lacelaw*, 861 F.2d at 226 ("Factual assertions in pleadings and pretrial orders, unless amended, are
24 considered judicial admissions conclusively binding on the party who made them."); *Hooper v. Romero*,
25 68 Cal.Rptr. 749, 753, 262 Cal.App.2d 574, 580 (1968) (same).

26 11. That Pedersen's are Bona Fide Purchasers for value pursuant to the provisions of
27 NRS 14.017 and 107.560.

28 12. That Sarge's damage remedy, if any, is limited to parties other than Pedersen or Rosehill

1 By NRS 107.560 and therefore based on the foregoing Sarge's Motion for Summary Judgment should
2 be denied, Pedersen's Motion for Summary Judgment will be granted and Rosehill's Motion to Dismiss
3 denied as moot.

4
5 Based upon the foregoing IT IS HEREBY ORDERED DECREED AND AJUDGED,
6 That Plaintiff's Motion for Summary Judgment is denied Pedersen's Motion for Summary Judgment is
7 granted and judgement is hereby granted and entered in favor of Zachary and Michelle Pedersen and
8 against Plaintiffs that Pedersen's are Bona Fide Purchasers for Value of 1636 Sonoma Street, Carson
9 City, Nevada APN: 010-513-07. And described as follows:

10
11 All that certain property situated in the County of Carson City, State of Nevada
12 , described as follows:

13 That portion of the Northwest ¼ of the Northwest ¼ of Section 28, Township 15
14 North, Range 20 East, M.D.B. & M., further described as follows:


15 Parcel 86 as shown on the Parcel Map for M.G. STAFFORD, INC., filed for
16 Record in the office of the Recorder of Carson City, Nevada, on August 22, 1989,
17 In Book 6, Page 1714, as Document No. 89571.

18 TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto
19 belonging or appertaining, and any reversions, remainders, rents, issues or profits
20 thereof.

21 And further that Zachary and Michelle Pedersen hold title free and clear of any claims of the
22 Plaintiff's with a priority date of April 26, 2006, said date being the recordation date of Document No.
23 352840, their title is derived from that of Rosehill, LLC the purchaser at foreclosure per Document No.
24 469496. Any and all other claims by Plaintiffs against Pedersen are hereby dismissed.

25 It is further hereby ordered that Rosehill LLC, Motion to Dismiss is denied as moot based upon
26 the foregoing as all claims against Rosehill are disposed and dismissed by these findings.

27 Dated: December 24th 2020.

28 
Judge of the District Court

CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 24th day of December, 2020, I deposited for mailing, postage paid, at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

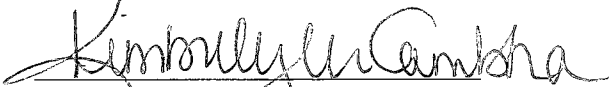
Tory M. Pankopf, Esq.
748 S. Meadows Pkwy., Ste. 244
Reno, NV 89701

Kristin Schuler-Hintz, Esq.
Matthew Dayton, Esq.
9510 W. Sahara Ave., Ste. 200
Las Vegas, NV 89117

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1635 Village Center Cir., Ste. 200
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9468 Double R. Blvd., Ste. A
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7251 W. Lake Mead Blvd., Ste. 300
Las Vegas, NV 89128


Kimberly M. Carrubba, Esq.
Law Clerk, Dept. 1

James M. Walsh, Esq.
Nevada State Bar No. 796.
Walsh & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 853-0883
Email: jmw Walsh@wbrl.net
Attorney for Pedersen

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

vs.

QUALITY LOAN SERVICE CORPORATION and
DOES I – X, inclusive,

Defendants.

In the Matter of the Estate of:

THELMA AILENE SARGE,

Decedent.

In the Matter of the Estate of:

EDWIN JOHN SARGE,

Decedent.

Case No.: 16 RP 0009 1B

Dept. No: I

Consolidated With Case No.:

16 PBT 00107 1B and
16 PBT 00108 1B

MOTION FOR SUMMARY JUDGMENT

COMES NOW, Plaintiffs in Intervention ZACHARY AND MICHELLE PEDERSEN
("PEDERSEN"), by and through their counsel, James M. Walsh, Esq. of Walsh & Rosevear, and moves
this Court for an order granting judgment on Plaintiffs Complaint, pursuant to the provisions of NRC
56.

STATEMENT OF FACTS

1 Plaintiff, the Estate of Thelma Ailene Sarge and Edwin John Sarge, having filed their complaint
2 for "reentry" contending the foreclosure sale conducted by Quality Loan Service on or about October 13,
3 2016 was in some manner defective.

4 Rosehill, LLC, was the successful bidder at that sale, paying the sum of \$255,100 for the real
5 property at issue herein, that being, 1636 Sonoma Street, Carson City, Nevada. Plaintiff apparently
6 contending that the foreclosure sale was defective for lack of notice to the estate.

7 The Deed of Trust in question herein, was recorded by Edwin J. Sarge and Thelma A. Sarge,
8 Trustees of the Sarge Trust dated March 28, 1988, recorded April 26, 2006 as Document No. 352840,
9 Official Records of Carson City. A true and correct copy of said Deed of Trust is attached hereto as
10 **Exhibit 1.**

11 It is unknown when the Sarges passed away, but on September 2, 2015, the Sarges being in default
12 under the terms and conditions of the Deed of Trust, a Notice of Breach and Default and of Election to
13 Cause Sale of Real Property under Deed of Trust was recorded by Quality Loan Corporation. A true and
14 correct copy of the Notice of Breach and Default and of Election to Cause Sale of Real Property under
15 Deed of Trust recorded September 22, 2015 as Document No. 457307, Official Records of Carson City,
16 is attached hereto as **Exhibit 2.**

17 Thereafter, on or about August 29, 2016, Quality Loan Corporation did properly record a Notice
18 of Trustee's Sale as Document No. 467446, Official Records of Carson City. A true and correct copy of
19 said Notice of Trustee's Sale is attached hereto as **Exhibit 3.**

20 At the duly noticed trustee's sale, as indicated, Rosehill, LLC was the successful bidder in the
21 amount of \$255,100, and a Trustee's Deed Upon Sale was issued to Rosehill, LLC and recorded
22 November 2, 2016, as Document No. 469496, Official Records of Carson City Recorder. A true and
23 correct copy of said Trustee's Deed Upon Sale is attached hereto as **Exhibit 4.**

24 Plaintiff brought the instant action and recorded a Lis Pendens against the subject property.

25 On or about November 2, 2016, Rosehill moved to expunge the Lis Pendens, and after hearing
26 December 5, 2016, this Court entered its order expunging the Lis Pendens. At such hearing, the Court
27 indicated that Plaintiff having failed to meet the requirements of NRS 14.015, that Rosehill's title had a
28 priority from the date of the Deed of Trust in 2006, that Plaintiffs had failed to meet their burden to

1 provide any evidence that a default did not exist under the terms and conditions of the Deed of Trust at
2 the time of foreclosure, that Plaintiffs produced no evidence of a tender of the amounts due and owing
3 under the Deed of Trust and that the provisions of NRS 107.080 required no notice to the estate or the
4 beneficiaries. Sarge did not seek any stay of the order and it was not until over six months after the sale
5 to Pedersen did Sarge file a Notice of Appeal of the dismissal. NOA filed June 14, 2017.

6 **The Order Expunging the Lis Pendens was recorded with the Carson City Records Office**
7 **December 7, 2016 File No. 470500. Sarge sought no stay of this order pending appeal. A true and**
8 **correct copy of the recorded order is attached hereto marked Exhibit 5.**

9
10 **After expunging of the Lis Pendens, Rosehill sold the subject property by Grant Bargain and Sale**
11 **Deed to Zachary and Michele Pedersen. Said Deed was dated December 13, 2016 and recorded**
12 **December 15, 2016, as Document No. 470725, Official Records of Carson City Recorder. A true and**
13 **correct copy of the Grant, Bargain and Sale Deed is attached hereto as Exhibit 6.**

14 **ARGUMENT**

15 **Standard Governing a Motion for Summary Judgment**

16
17 Summary judgment is appropriate when the pleadings and admissible evidence show there is no
18 genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law. *Wood*
19 *v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). *See Celotex Corp. v. Catrett*, 477 U.S.
20 317, 330 (1986) (*citing* Fed. R. Civ. Pro. 56(c)); NRCp 56. When deciding a motion for summary
21 judgment, the evidence and any reasonable inferences drawn from it, must be viewed in a light most
22 favorable to the non-moving party. NRCp 56; *Winn v. Sunrise Hospital and Medical Center*, 128 Nev.
23 Adv. Op. 23 (2012). If reasonable minds could differ on material facts, summary judgment is
24 inappropriate because summary judgment's purpose is to avoid unnecessary trials when the facts are
25 undisputed, and the case must then proceed to the trier of fact. *Warren v. City of Carlsbad*, 58 F.3d 439,
26 441 (9th Cir. 1995); *see also Nw. Motorcycle Ass'n v. U.S. Dept. of Agric.*, 18 F.3d 1468, 1471 (9th Cir.
27 1994).

1 Rosehill's title and that of its successor in interest, the Pedersens, is derivative and has the priority
2 of the Deed of Trust foreclosed on by Quality Loan Corporation. That Deed of Trust was dated March
3 4, 2006, recorded April 26, 2006. This relation back of priority of the Trustee's Deed extinguishes any
4 claims, liens or encumbrances with regard to the real property after April 26, 2006 in favor of the
5 purchaser Rosehill and its successors in interest. United States of America v. Real Property at 2659
6 Roundhill Dr., Alamo, CA, 194 F.3d 1020 (9th Cir. 1999). It is clear therefrom that any claims or interest
7 of Sarge, the Sarge Estate or any interest arriving therefrom were extinguished by the Quality Loan
8 Corporation foreclosure.

9 Plaintiffs attempts to disparage the foreclosure are equally unavailing. Chapter 107 of the Nevada
10 Revised Statutes, foreclosure provisions, contain no requirements of additional notice to estates or
11 beneficiaries.

12 Plaintiffs Complaint is equally flawed in that they failed to allege and did not state any requisite
13 to a claim for wrongful foreclosure. In order to maintain a claim for wrongful foreclosure, Plaintiffs must
14 establish that there was no default on the payment obligation at the time of the foreclosure. Collins v.
15 Union Fed. Sav. & Loan Ass'n, 662 P.2d 610, 623, 99 Nev 284 (1983). Hughes v. Wells Fargo Bank,
16 NA., No. CV-09-2496-PHX-MHM, 2009 WL 5174987, at *2 (D. Ariz. Dec. 18, 2009) (plaintiffs unlikely
17 to succeed on merits of wrongful foreclosure claim because they "freely admit that their loan is in
18 default"); Contreras v. US Bank as Trustee for CSMC Mortgage Backed Pass-Through Certificates,
19 Series 2006-5, No. CV-09-0137-PI-IX-NVW, 2009 WL 4827016, at *6 (D. Ariz. Dec. 15, 2009)
20 (dismissing claim where "Plaintiffs admit they were in default") Compare Herring v. Countrywide Home
21 Loans, Inc., No. CV 06-2622-PHX-PGR, 2007 WL 2051394, at *5 (D. Ariz. July 13, 2007) (plaintiff
22 could maintain claim because she "cured any defaults" by entering into modification plan).

23 Plaintiffs also fail to make any allegation of tender. This is also a prerequisite to the claim. Since
24 the action attacking the foreclosure sale sounds in equity, a trustor seeking to set aside the sale is required
25 to due equity before the court will exercise any equity powers. Therefore, precedent to an action by the
26 trustor to set aside the Trustee's sale as voidable, the trustor must pay or offer to pay the secured debt, or
27 at least all delinquencies and costs due for redemption, if there be one. See, Miller & Starr California
28

1 Real Estate 4th Ed. § 13:256, Abdallah v. United Savings Bank, 51 Cal. Rptr. 2d. 286 (1st. Dist. 1996),
2 and FBCI RE-HAB 01 v. E & G Investments, Ltd., 207 Cal. App. 3d. 1018, 255 Cal. Rptr. 157 (1989).

3 The Pedersen's title is also protected by NRS 14.017. The statute provides in pertinent part:

4
5 Upon... the recordation of a certified copy of a court order for the
6 cancellation of a notice of the pendency of such an action with the
7 recorder of the county in which the notice was recorded, each person
8 who thereafter acquires an interest in the property as a purchaser,
9 transferee, mortgagee or other encumbrancer for valuable consideration
10 , except a party to the action who is not designated by a fictitious name
11 at that time of the withdrawal or order of cancellation, shall be deemed
12 to be without knowledge of the action or any matter, claim or allegation
13 contained therein, irrespective of whether the person has or at any time
14 had actual knowledge of the action... (2) the purpose of this section
15 is to provide for the absolute and complete transferability of real
16 property after the withdrawal or cancellation of a notice of the pendency
17 of an action affecting the property.

18 The order of cancellation was recorded December 7, 2016 and at that time Pedersen's were not
19 parties to this action. Based upon the statute they have presumptive status as bona fide purchasers and
20 Sarges claims as to them must fail

21 Based upon the foregoing, it is respectfully requested that this motion be granted.

22 **Affirmation Pursuant to NRS 239B.030**

23 The undersigned does hereby affirm that the preceding document does not contain the social
24 security number of any person.

25 DATED this 13th day of November, 2020.

26 **WALSH & ROSEVEAR**

27 /s/ James M. Walsh

28 JAMES M. WALSH, ESQ.
Attorney for Pedersen

1 CERTIFICATE OF SERVICE

2 I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH &
3 ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in,
4 this action. On this date, I caused to be served a true and correct copy of the foregoing document on all
parties to this action by:

5 xx Placing an original or true copy thereof in a sealed envelope placed for collection and
6 mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary
7 course of business practices;

8 Hand Delivery

9 Facsimile

10
11 addressed as follows:

12 Tory M. Pankopf
13 748 South Meadows Pkwy, Ste 244
14 Reno, Nevada 89521
Attorneys for Estate and Petitioner

15 Kristin A. Schuler-Hintz
16 9510 W. Sahara Ave. Ste 200
17 Las Vegas, NV 89117
Attorney for Quality Loan Service

18
19
20 I declare under penalty of perjury that the foregoing is true and correct.

21 Executed this 13th day of November, 2020.

22
23 /s/ James M. Walsh

24
25 James M. Walsh
26 Walsh, Baker & Rosevear
27
28

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INDEX OF EXHIBITS

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1	Deed of Trust Document No. 352840	11
2	Notice of Breach and Default and of Election to Cause Sale of Real Property	8
3	Notice of Trustee's Sale	3
4	Trustee's Deed Upon Sale	3
5	Recorded Order Expunging Lis Pendens	3
6	Deed to Pedersen	3

EXHIBIT 1

EXHIBIT 1

RECORDING REQUESTED BY:
ALLIANCE TITLE COMPANY
Prepared by
11473444-406-SKEW
RETURN TO:
SEATTLE MORTGAGE COMPANY
691 108TH AVENUE NE, #700
BELLEVUE, WASHINGTON 98004

MAIL STATEMENT OF TAXES TO:
EDWIN J. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701

RECORDED AT THE
REQUEST OF

Lenders First Choice
2006 APR 26 AM 11:26

FILE NO. 252840
ALAN GILVER
CARSON CITY RECORDER
FEES 49.00 PER 200

Parcel Number: 010-513-07

47-504-771

[Space Above This Line For Recording Date]

State of Nevada: **RECORDING DEPT.**

4371395

331-1240499-952/255

Lenders First Choice
1850 Royal Avenue
Simi Valley, CA 91358

ADJUSTABLE RATE HOME EQUITY CONVERSION DEED OF TRUST

NOTICE: This Deed of Trust is governed by the provisions of Nevada Revised Statutes 106.300 to 106.400.

THIS DEED OF TRUST ("Security Instrument") is made on **MARCH 04, 2006**. The grantor is
EDWIN J. SARGE AND THELMA A. SARGE, TRUSTEES OF THE SARGE TRUST DATED MARCH 28,
1988

whose address is **1636 SONOMA STREET,
CARSON CITY, NV 89701**

("Borrower"). The trustee is **NORTHWEST TRUSTEE SERVICES, INC, 3535 FACTORIA BLVD SE #220,
BELLEVUE, WA 98009**

("Trustee"). The beneficiary is **SEATTLE MORTGAGE COMPANY**

organized and existing under the laws of **THE STATE OF WASHINGTON**, which is
and whose address is **190 QUEEN ANNE AVENUE NORTH, SUITE 500, SEATTLE, WASHINGTON 98109**

("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

FOUR HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100 -----

(U.S. \$ **454,575.00**); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on

MAY 24, 2071. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **CARSON CITY**,
County, Nevada:

Legal description attached hereto as Exhibit A and by their reference
made a part hereof. LHM 1010-513-07

which has the address of **1636 SONOMA STREET**

CARSON CITY
[City]

NEVADA
[State]

[Street]

89701
[Zip Code]

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. 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 and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (i) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (i) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **8 MONTHS** from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **8 MONTHS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure

proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(e) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successor and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option, and without further demand, may invoke 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 Paragraph 20, 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 to 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.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of **6.2200 %** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **June, 2006**, and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above **SIXTEEN AND 220/1000** percent (**16.22000 %**).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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. Cure Period. The cure period that will be provided to Borrower pursuant to Sections 15(D) and 22 of this Security Instrument shall be 35 days.

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- ☐ Condominium Rider ☐ Shared Appreciation Rider ☐ Planned Unit Development Rider
☐ Other (Specify)

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

Witnesses:

Edwin J. Sarge (Seal)
 Edwin J. Sarge -Borrower

Thelma A. Sarge (Seal)
 Thelma A. Sarge -Borrower

Edwin J. Sarge. TRUSTEE (Seal)
 Edwin J. Sarge, as Trustee -Borrower

Thelma A. Sarge Trustee (Seal)
 Thelma A. Sarge, as Trustee -Borrower

4371398

(Space Below This Line For Acknowledgment)

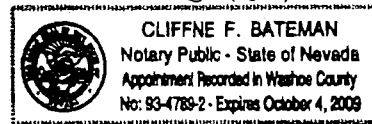
STATE OF NEVADA, CARSON CITY COUNTY SS:

On MARCH 04, 2006, personally appeared before me, a notary public (or judge or other authorized person, as the case may be),

EDWIN J SARGE and THELMA A. SARGE

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that THEY executed the instrument.

Cliff F. Bateman
(Signature)
Cliff F. Bateman



352840

EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CARSON CITY,
STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION
28, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. & M., FURTHER
DESCRIBED AS FOLLOWS:

PARCEL 86 AS SHOWN ON THE PARCEL MAP FOR M.G. STAFFORD, INC.,
FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF CARSON CITY,
NEVADA ON AUGUST 22, 1989, BOOK 6, PAGE 1714, AS DOCUMENT NO.
89571.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY
ASSESSOR AS 010-513-07; SOURCE OF TITLE IS DOCUMENT NO. 109241
(RECORDED 12/17/90)

352840

ALL-PURPOSE ACKNOWLEDGMENT

State of Nevada

County of Carson City

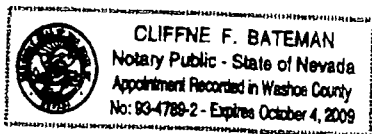
ss.

On March 04, 2006 before me, CLIFFNE F. BATEMAN Notary Public

personally appeared EDWIN J. SARGE and THELMA A. SARGE

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Cliffne F. Bateman
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Loan No. 4371395

Title or Type of Document: DEED OF TRUST

Document Date: MARCH 04, 2006

Number of Pages: 9

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: EDWIN J. SARGE, THELMA A. SARGE

- ☒ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☒ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

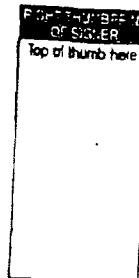


EXHIBIT 2

EXHIBIT 2

APN(s): 010-513-07
Recording requested by:
Title 365
When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

RECORDED AT THE REQUEST OF
SPL INC.
09/02/2015 08:03AM
FILE NO. 457307
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE 1221.00 DEP LRD

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Thank you,

Ellene Barnett, Assistant Secretary

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: that Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 3/4/2006, executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as Trustor, to secure certain obligations in favor of Seattle Mortgage Company, as beneficiary, recorded 4/26/2006, as Instrument No. 352840, of Official Records in the Office of the Recorder of CARSON CITY County, Nevada describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of \$454,575.00.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE

Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

TS No.: NV-15-679709-HL

ER 0044

457307

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

Champion Mortgage Company
Contact: Loss Mitigation Loss Mitigation
Department: Loss Mitigation
Phone: 855-683-3095
Toll Free: 855-683-3095

You may wish to consult a credit-counseling agency to assist you. The following are three local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>;; Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org> and National Council on Aging (NCOA), 702-333-1038, www.bteamrage.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

ER 0045

457307

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):

THELMA A. SARGE, EDWIN J. SARGE

Trustee Name and Address:

Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:

1636 SONOMA STREET, CARSON CITY,
NV 89701

Deed of Trust Document:

Instrument No. 352840

STATE OF TEXAS)
COUNTY OF Dallas) ss:

The affiant, Tacorreyon Shorter, being first duly sworn upon
oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

APN: 010-513-07

File No.: NV-15-679709-11L

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	8950 Cypress Waters Blvd. Coppell, TX 75019

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The Beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or

borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855) 683-3095.

11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/8/2007; 3/13/2012*	370690; 420270*	Seattle Mortgage Company	BANK OF AMERICA, N.A.
11/19/2012	428362	BANK OF AMERICA, N.A.	CHAMPION MORTGAGE COMPANY

*Based upon a review of the recorded documents, it appears that this recording is corrective/duplicative and thus, it would not have conveyed a beneficial interest. It is being included here for transparency.

Signed By ~~_____~~ 8/26/15
Print Name: Tacorreyon Shorter
Assistant Secretary

Dated: August 26, 2015

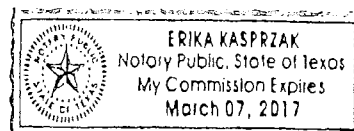
STATE OF Texas)
COUNTY OF Dallas) ss:

On this 26th day of August, 2015, personally appeared before me, a Notary Public, in and for said County and State, Tacorreyon Shorter, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Erika Kasprzak
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

APN: 010-513-07
File No.: NV-15-679709-HL

-3-



ER 0048

457307

NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)

Borrower(s): THELMA A. SARGE, EDWIN J. SARGE
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701
Trustee Sale Number: NV-15-679709-HL

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

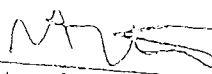
1. ☐ The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2); or
2. ☒ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence; or
3. The requirements of NRS 107.510 do not apply, because:
 - a. ☐ The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. ☐ The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - c. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. ☐ The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosure notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were sent and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number: NV-15-679709-HL
Page 2

Nationalstar Mortgage LLC d/b/a Champion Mortgage
Company

Dated: 8/11/15

 8/11/15
Signature of Agent or Employee

Justin Smith Assistant Secretary
Printed Name of Agent or Employee

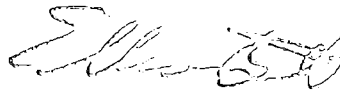
ER 0050

457307

Dated:

8/31/15

Quality Loan Service Corporation, as Trustee



By: Ellen Barnett, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

AUG 31 2015

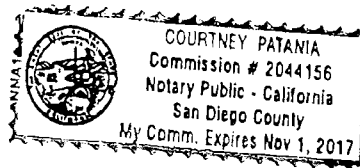
On _____ before me, COURTNEY PATANIA a notary public,
personally appeared Ellen Barnett whose name(s) is/are subscribed to the within instrument and
satisfactory evidence to be the person(s) who proved to me on the basis of
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)


Signature



COURTNEY PATANIA

TS No.: NV-15-679709-HL

ER 0051

457307

EXHIBIT 3

EXHIBIT 3

APN No.: 610-513-07
Recording requested by:
Title 365
When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

RECORDED AT THE REQUEST OF
SFL, INC.
08/29/2016 08:05AM
FILE NO. 467446
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP 111

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/4/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**
Recorded: **4/26/2006 as Instrument No. 352840** of Official Records in the office of the Recorder of **CARSON CITY** County, Nevada;
Date of Sale: **10/6/2016 at 2:00 PM**
Place of Sale: **At the Carson City Courthouse Located at 885 East Musser Carson City, Nevada, 89701**
Amount of unpaid balance and other charges: **\$313,917.28**
The purported property address is: **1636 SONOMA STREET, CARSON CITY, NV 89701**

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale

467446
ER 0053

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

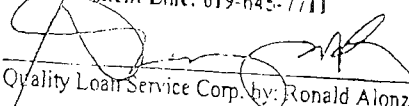
As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No : NV-15-679709-HL

Date: 8/15/2016

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 702-382-2747 or Login to:
https://www.nevadalegalnews.com/trustee_sales/index.php
TS No. : NV-15-679709-HL
Rebate Line: 619-645-7711


Quality Loan Service Corp. by: Ronald Alonzo, Assistant Secretary.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California


County of: San Diego

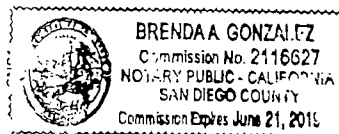
On AUG 25 2016 before me, Brenda A. Gonzalez
personally appeared Ronald Alonzo, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)


Signature Brenda A. Gonzalez



467446
ER 0055

EXHIBIT 4

EXHIBIT 4

APN#: 010-513-07

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 084561-DJA

When Recorded Mail To:
Rosehill, LLC
6770 S. McCarran Blvd. #202
Reno, NV. 89509

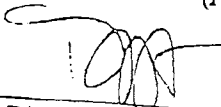
RECORDED AT THE REQUEST OF
ETRCO, LLC
11/02/2016 02:03PM
FILE NO. 469496
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEF RMH

Mail Tax Statements to: (deeds only)
same as above

(space above for Recorder's use only)

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

Signature


Diane J. Allen

Escrow Officer

This document is being
recorded as an
accommodation only.

Trustee's Deed Upon Sale

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0057

469496

APP No: 000-113-07
Recording Requested by:

When Recorded Mail to:

Roschill, LLC
6770 S. McCannan Blvd. #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorder use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: \$316,960.37

The amount paid by the grantee at the trustee sale was: \$255,100.00

The documentary transfer tax is: \$946.45

Said property is in the City of: CARSON CITY, County of CARSON CITY

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

Roschill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of CARSON CITY, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.G. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as trustor, dated 3/4/2006, and recorded on 4/26/2006 as Instrument No. 352840 of Official Records in the office of the Recorder of CARSON CITY, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 9/3/2015, instrument no 457307, Book , Page , of Official

ER 0058

469496

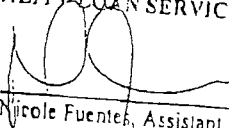
records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on 10/13/2016. Grantor, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$755,100.00, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A
DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TS No.: NV-15-679709-HL

Date: 10/21/2016

QUALITY LOAN SERVICE CORPORATION

By: 
Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

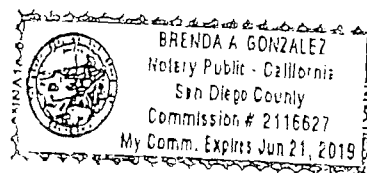
On OCT 21 2016 before me, Brenda A. Gonzalez a notary public, personally appeared Nicole Fuentes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Brenda A. Gonzalez

(Seal)



ER 0059

469496

EXHIBIT 5

EXHIBIT 5

APN#: 010-513-07

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 084331-CAL

RECORDED AT THE REQUEST OF
ETRCO, LLC
12/07/2016 11:07AM
FILE NO.470500
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$17.00 DEP LRD

When Recorded Mail To:
Western Title Company
2310 S. Carson St.
Carson City, NV 89701

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

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

Signature

Carrie Lindquist
Carrie Lindquist

Escrow Officer

**Order Cancelling Notices Recorded Against 1636 Sonoma Street,
Carson City, Nevada**

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0061

470500

REC'D & FILED
2016 DEC -6 PM 1:43

SUSAN HERRIWETHER
CLERK
BY  DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

IN THE MATTER OF THE ESTATE OF:

EDWIN JOHN SARGE,

THELMA AILENE SARGE,

Deceased.

Case No.: 16 RP00009 1B
~~16PBT001081B~~

Dept. No: 1

Consolidated with 16PBT001071b and
~~16RP000091B~~
16PBT001081B

ORDER CANCELLING NOTICES RECORDED AGAINST 1636 SONOMA STREET,
CARSON CITY, NEVADA

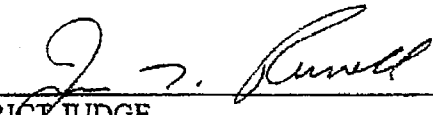
This matter came on regularly before this Court on the 5th day of December, 2016 upon the motion of Rosehill, LLC seeking the cancellation or withdrawal of certain notices of pendency of action that encumber the real property located at 1636 Sonoma Street, Carson City, Nevada pursuant to the provisions of NRS 14.015. The Court, having reviewed the pleadings filed by the parties and having conducted the requested hearing and considered the oral arguments of counsel therein, being fully advised therein, NOW, THEREFORE

IT IS HEREBY ORDERED that the Notice of Pendency of Action recorded on October 31, 2016 as Document Number 469390, Official Records of Carson City County, Nevada, is hereby ordered cancelled pursuant to this order and the provisions of NRS 14.015 (5). This order of cancellation shall have the same effect as an expungement of said recorded notice.

1 IT IS FURTHER ORDERED that the Notice of Pendency of Action recorded on October 31,
2 2016 as Document Number 469423, Official Records of Carson City County, Nevada, is hereby
3 ordered cancelled pursuant to this order and the provisions of NRS 14.015 (5). This order of
4 cancellation shall have the same effect as an expungement of said recorded notice.

5 IT IS FURTHER ORDERED that the document entitled "complaint For Reentry" recorded on
6 October 31, 2016 as Document Number 469424 is hereby expunged and cancelled from the Official
7 Records of Carson City County, Nevada pursuant to this order and the provisions of NRS 14.015 (5).
8 This order of cancellation shall have the same effect as an expungement of said recorded notice.
9

10
11 DATED this 6th day of December, 2016.
12
13

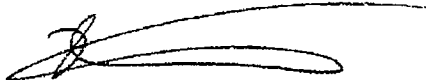
14 
15 _____
16 DISTRICT JUDGE
17
18
19
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27
28

CERTIFICATE OF MAILING

Pursuant to NRCp 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 6th day of December, 2016, I deposited for mailing at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

Tory M. Pankopf, Esq.
9460 Double R Blvd., Suite 104
Reno, NV 89521

William A. Baker, Esq.
9468 Double R. Blvd., Suite A
Reno, NV 89521



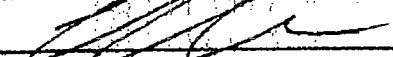
Angela Jeffries
Judicial Assistant, Dept. 1

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date December 7, 2016

Susan Merriwether, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, In and for Carson City.

By  Deputy

Per NRS 239 Sec. 6 the SSN may be redacted, but in no way affects the legality of the document.

EXHIBIT 6

EXHIBIT 6

APN#: 010-513-07
RPTT: \$1,170.00

Recording Requested By:
Western Title Company
Escrow No.: 084331-CAL
When Recorded Mail To:
Zachary Pedersen and Michelle
Pedersen
1636 Sonoma Street
Carson City, NV 89701

RECORDED AT THE REQUEST OF
ETRCO, LLC
12/15/2016 10:19AM
FILE NO. 470725
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

Mail Tax Statements to: (deeds only)
Same as Above

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

Signature Clindquist
Carrie Lindquist Escrow Officer

Grant, Bargain, and Sale Deed

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rosehill, LLC, a Nevada Limited Liability Company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Zachary Pedersen and Michelle Pedersen, husband and wife as joint tenants

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Carson City, County of Carson City State of Nevada bounded and described as follows:

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

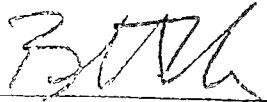
That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B.&M., further described as follows:

Parcel 86 as shown on the Parcel Map for M. G. STAFFORD, INC., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, Page 1714, as Document No. 89571.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 12/13/2016

Rosehill, LLC

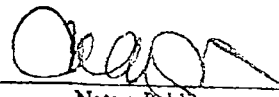


By Brett Nelson, Manager

STATE OF NAVADA
COUNTY OF Carson City
This instrument was acknowledged before me on
December 13, 2016

} ss

By Brett Nelson



Notary Public



1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

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BY _____
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8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenors/Defendants

21 And Related Consolidated Cases.
22

23 **OPPOSITION TO MOTION FOR SUMMARY JUDGMENT**

24 Plaintiffs, ESTATE OF THELMA AILENE SARGE, ESTATE OF EDWIN JOHN
25 SARGE (collectively, "Estates"), and JILL SARGE ("Sarge") (collectively "Plaintiffs") by and
26 through their attorney of record, Tory M. Pankopf, of the Law Offices of Tory M. Pankopf, Ltd.,
27
28

Law Offices of
Tory M. Pankopf Ltd.
748 S Meadows Parkway
Suite 244
Reno, Nevada 89521
(775) 384-6956

1 submit their opposition to Defendants', ZACHARY and MICHELLE PEDERSON
2 ("Defendants"), motion for summary judgment ("Opposition") ("Motion").

3 Plaintiffs' Opposition is based upon the following points and authorities, declaration of
4 Jill Sarge, exhibits attached hereto, and any argument to be made at the hearing on the Motion.

5 **I.**

6 **Points and Authorities.**

7 **A. Summary of Motion.**

8 Defendants make three claims in their Motion. First, they contend Plaintiffs' complaint
9 is a complaint for the tort of wrongful foreclosure and, therefore, are required to show they are
10 not in default under the terms of the reverse mortgage agreement and that they have tendered the
11 amounts owing to cure the default. However, Plaintiffs' complaint is not a complaint for the tort
12 of wrongful foreclosure. It is a complaint for violation of NRS 107.080.¹ Therefore, their
13 arguments regarding wrongful foreclosure are completely irrelevant.

14 Second, Defendants claim, pursuant to NRS 14.017, they are bona fide purchasers in good
15 faith. Again, Defendants' claim is completely erroneous for two reasons. First, the relevant
16 statutes are NRS 107.080 and NRS 111.180, not NRS 14.017. Second, Defendants were equitable
17 owners of the subject property months prior to the order expunging the notices of pendency of
18 action was required.

19 Third, Defendants erroneously claim the trustee did not have to provide any notice to the
20 Estates or their beneficiaries.² Defendants' claim also ignores the law of the case³ as set forth in
21 the Supreme Court's opinion reversing and remanding the district court's order dismissing
22 Plaintiffs' NRS 107.080 action and its order expunging the notices of pendency of action for
23 abuse of discretion.⁴

24
25 ¹ Any reference to NRS 107.080 is in reference to the statute as amended by SB239 and enacted as of June 1, 2015.

26 ² Defendants' contention is not supported by any legal authority and ignores the law of the case.

27 ³ The doctrine of the law of the case provides that the law or ruling of a first appeal must be followed in all
subsequent proceedings, both in the lower court and on any later appeal." *Tien Fu Hsu v. County of Clark* (Nev.
2007) 123 Nev. 625, 629.

28 ⁴ Attached hereto as Exhibit "1" is a true and correct copy of the Supreme Court's decision reversing and
remanding. *Estate of Sarge v. Quality Loan Serv. Corp.* (In re Estate of Sarge) (Nev., Feb. 27, 2020, No. 73286).

1 **B. Nature of the Action.**

2 Plaintiffs have alleged, pursuant to the requirements of NRS 107.080, QLS failed to
3 provide written notice of the Notice of Default and Election to Sell (“NOD”)⁵ recorded on
4 September 2, 2015 and the Notice of Sale (“NOS”)⁶ recorded on August 29, 2016 to the Estates
5 and record titleholders (i.e., the heirs) of the subject property at the time the NOD was recorded.⁷
6 The law of the case has determined the “known address” is the Empire Lane address. *Sarge* at 5.
7 Also, according to the law of the case, a genuine issue of material fact remains as to whether QLS
8 notified titleholders at their Empire Lane address. *Id.* However, QLS has readily admitted that it
9 did not.⁸

10 Moreover, pursuant to NRS 107.550(1), any NOD recorded pursuant to subsection 2 of
11 NRS 107.080 or any NOS recorded pursuant to subsection 4 of NRS 107.080 must be rescinded,
12 and any pending foreclosure sale must be cancelled, if the borrower accepts a permanent
13 foreclosure prevention alternative or an NOS is not recorded within 9 months after the NOD is
14 recorded pursuant to subsection 2 of NRS 107.080. Here, defendants, QLS and Nationstar, caused
15 the NOD to be recorded on September 2, 2015. They caused the NOS to be recorded on August
16 29, 2016 which is almost exactly 12 months after the NOD was recorded. Defendants, QLS and
17 Nationstar, were required to cancel the NOD. Consequently, as a matter of law, the NOD and
18 NOS were invalid and so was the foreclosure sale.

19 Moreover, defendant, Nationstar, notified the record title holders that, pursuant to the
20 terms of the reverse mortgage and deed of trust, the Estates and heirs (record title holders) could
21 pay off the outstanding balance on the reverse mortgage for 95% of the appraised value.⁹
22

23 ⁵ Attached hereto as Exhibit “2” is a true and correct copy of the recorded NOD. Plaintiffs request the Court take
24 judicial notice of it.

25 ⁶ Attached hereto as Exhibit “3” is a true and correct copy of the recorded NOS. Plaintiffs request the Court take
26 judicial notice of it.

27 ⁷ “In interpreting NRS 107.080(3) harmoniously with NRS 107.080(4)(a), [] pertinent notices must be sent to the
28 current title holder’s last known address, not just one known address as [Defendants contend].” *Daygo Funding Corp. v. Mona* (Nev., Oct. 2, 2018, No. 70833) [pp. 9].

⁸ Attached hereto as Exhibits “4” and “5” are QLS’s affidavits of servicer re the NOD and NOS QLS filed in support
of its 2016 motion to dismiss the complaint. Plaintiffs request the Court take judicial notice of them.

⁹ Attached hereto as Exhibit “6” is a true and correct copy March 8, 2016 letter defendant, Nationstar, sent to
Plaintiffs at their Empire Lane address. At the time of the foreclosure sale the fair market value of the subject
property was \$300,000.00 given defendant, Rosehill, purchased it for \$255,100.00 at the distressed sale and

1 Defendant advised Plaintiffs that the benefits of choosing this option were: 1) Keeping the home
2 in the family; 2) Preventing a foreclosure; and 3) Save money by avoiding fees added to the loan
3 balance.¹⁰ Not to mention the benefit of paying off the entire loan balance for only 95% of the
4 appraised value.

5 According to defendants, Nationstar and QLS, the amount due and owing on the reverse
6 mortgage at the time of the foreclosure sale was about \$317,000.00.¹¹ As discussed in footnote
7 9, the fair market value (“FMV”) of the property at the time of the foreclosure sale was
8 \$300,000.00¹² and 95% of the FMV is \$285,000.00. Consequently, defendants’ unlawful
9 foreclosure of the subject property prejudiced Plaintiffs by denying them the benefit of the bargain
10 in the reverse mortgage. That is retiring the \$317,000.00 note for \$285,000.00 which would have
11 been a savings of \$32,000.00. Finally, Plaintiffs would have been able to keep the difference
12 between the FMV and the 95% of FMV i.e., \$15,000.00.¹³

13 Plaintiff, title holder and heir, Jill Sarge, notified defendant, Nationstar, she was exercising
14 the reverse mortgage option to satisfy the note by paying 95% of the appraised value of the subject
15 property.¹⁴ Nationstar acknowledged receipt of her notification.¹⁵ Thereafter, Plaintiffs marketed
16 the house for sale and had received an offer to purchase the house.¹⁶ Defendants, QLS and
17 Nationstar, were required to cancel the NOD but, contrary to their statutory obligation, proceeded
18 with the foreclosure sale. NRS 107.550. So, again, the NOD and foreclosure sale were invalid.
19 Defendants’ violations of both NRS 107.080 and 107.550 prejudiced Plaintiffs by depriving them
20 of: 1) The 95% pay off option; 2) Not having to pay \$32,000.00 in additional principal and
21
22
23

24 immediately (the next day) flipped it to defendants, Pedersons, for the \$300,000.00. Filed concurrently herewith as
25 Exhibits “7” and “8” are true and correct copies of Rosehill’s recorded Trustee’s Deed and Pedersons’ Grant Deed
with each declaration of value, respectively.

¹⁰ Id. at page 2.

¹¹ See page 3 of Exhibit “7”.

¹² See Exhibit “8”; declaration of value.

¹³ However, given the discussion infra re NRS 104.3603(2), the actual amount of damages are \$300,000.00.

¹⁴ Filed concurrently herewith is the declaration of Jill Sarge (“Sarge Dec”) in support of opposition.

¹⁵ Id.

¹⁶ Id.

1 interest; 3) realizing \$15,000.00 in cash;¹⁷ 4) Saving money by avoiding fees added to the loan
2 balance; and 5) Preventing the foreclosure sale.

3 Pursuant to subsection 5, the sale must be declared void where Plaintiffs timely
4 commenced this action, timely recorded a notice of pendency of action, and the trustee did not
5 substantially comply with NRS 107.080.¹⁸ Substantial compliance is found when the Estates and
6 title holders "had actual knowledge of the default and the pending foreclosure sale" and "were not
7 prejudiced by the lack of statutory notice."¹⁹

8 Here, it is impossible for defendants, QLS and Nationstar, to have substantially complied
9 with the statute because Plaintiffs have been prejudiced by the lack of statutory notice (discussed
10 supra). Moreover, Plaintiffs did not receive any notice regarding the NOD and only learned of
11 the sale date for the foreclosure the day before it was set to go to sale i.e., October 6, 2016.²⁰ On
12 the morning of the sale, Plaintiffs sought legal counsel to advise them of their rights and whether
13 they could stop sale.²¹ Plaintiffs faxed and FedEx'd a letter advising QLS of its violations of
14 NRS 107.080 and their intent to file suit and seek damages if the sale is not canceled.²² In
15 response, QLS postponed the sale to the following week i.e., October 13, 2016 and, on that day,
16 foreclosed on the subject property.²³

17 Clearly, defendants, Nationstar and QLS, reviewed Plaintiffs' contentions in their cease
18 and desist letter and, despite Plaintiffs having notified Nationstar that they were exercising the
19 option to pay off the loan balance for 95% of the appraised value, defendants maliciously and
20 with a conscious disregard of Plaintiffs' rights proceeded with the foreclosure sale. That is,
21 defendants knew the probable harmful consequences of their wrongful act and did deliberately
22 and willfully fail to act to avoid those consequences.²⁴

23
24 ¹⁷ See Footnote 13, supra.

25 ¹⁸ Daygo Funding at 15.

26 ¹⁹ Id. at 10.

27 ²⁰ See Sarge Dec.

28 ²¹ Id.

²² Attached as Exhibit "9" is a true and correct copy of letter sent to QLS by Plaintiffs' counsel. See declaration of
Tory M Pankopf ("Pankopf Dec") filed concurrently herewith.

²³ See Pankopf Dec.

²⁴ Plaintiffs are seeking leave to amend their complaint to allege, among other things, punitive damages as to
defendants, Nationstar and QLS.

1 The action had to be commenced 15-days after the date the trustee's deed was recorded
2 i.e., November 2, 2016 and the notice of pendency of action recorded 5-days after the
3 commencement of the action. Plaintiffs commenced the action and recorded the notice of
4 pendency of action on October 31, 2016 before the trustee's deed was recorded. Consequently,
5 as a matter of law, the Court must declare the sale void.

6 Pursuant to Nevada's Uniform Commercial Code ("UCC"), Plaintiffs' reverse mortgage
7 note is a negotiable instrument and is, therefore, governed by the UCC. Pursuant to NRS
8 104.3603(2), if tender of payment of an obligation to pay an instrument is made to a person
9 entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the
10 amount of the tender, of the obligation. Consequently, Plaintiffs' exercise of their reverse
11 mortgage option to pay 95% of the appraised value in full satisfaction of the loan balance
12 constituted a tender of payment to defendant, Nationstar. Nationstar's foreclosure of the subject
13 property constituted a refusal of payment. Thus, assuming the FMV is \$300,000.00 as discussed
14 above, \$285,000.00 has been discharged. NRS 104.3603(2). Moreover, given the reverse
15 mortgage option to pay 95% of the appraised value, the loan balance had been paid in full at the
16 time of the foreclosure sale on October 13, 2016. Meaning Plaintiffs have been damaged in the
17 amount of \$300,000.00 i.e., the FMV, discussed supra.

18 So, given Plaintiffs are entitled to treble their actual damages, Plaintiffs' treble damages
19 are now \$900,000.00. NRS 107.080(8). As an item of damages, they are also entitled to their
20 reasonable attorney's fees and costs which are, after 4 years of litigation and an appeal, in excess
21 of \$100,000.00. Of course, given defendants', Nationstar and QLS, malice and conscious
22 disregard of Plaintiffs' rights, that number may include punitive damages²⁵ in the end.

23 ////

24 ////

25 ////

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28 ²⁵ Punitive damages are limited by NRS 42.005(1)(a) which is three times the amount of compensatory damages
awarded to Plaintiffs.

1 **C. Legal Argument.**

2 **1. MSJ Legal Standard**

3 Summary judgment is proper if "the pleadings and [all] other evidence on file demonstrate
4 that no genuine issue as to any material fact [exists] and that the moving party is entitled to . . .
5 judgment as a matter of law." Estate of Sarge v. Quality Loan Serv. Corp. (In re Estate of Sarge)
6 (Nev., Feb. 27, 2020, No. 73286) [pp. 3] (internal quotation marks omitted). "[T]he evidence, and
7 any reasonable inferences drawn from it, must be viewed in a light most favorable to the
8 nonmoving party." Id. "A factual dispute is genuine when the evidence is such that a rational trier
9 of fact could return a verdict for the nonmoving party." Id.

10 **2. Plaintiffs' Complaint Is Not a Tort for Wrongful Foreclosure.**

11 As a matter of law, Defendants' Motion fails because Plaintiffs' action is not for the tort
12 of wrongful foreclosure. Plaintiffs' action is for defendants', Nationstar and QLS,
13 breach/violation of NRS 107.080. That is, failing to notice Plaintiffs at their "known address"
14 i.e., the Empire Lane address. The law of this case is that a genuine issue of material fact remains
15 as to whether QLS notified the titleholders at their known address, and the district court thus erred
16 by granting summary judgment. *Sarge* at 5. The ruling on the appeal must be followed in all
17 subsequent proceedings. Moreover, NRS 107.080 does not require a Plaintiffs to tender an
18 amount to cure a default prior to filing a complaint to void the foreclosure sale. Nor does the
19 statute require Plaintiffs to allege they are not in default.

20 Therefore, the Motion must be denied.

21 **3. Defendants Are Not Bona Fide Purchasers.**

22 **a. The Applicable Statute Is NRS 107.080, Not NRS 14.017.**

23 Defendants are not bona fide purchasers and mistakenly rely on NRS 14.017. They are
24 mistaken because NRS 107.080 specifically identifies who are bona fide purchasers following a
25 non-judicial foreclosure sale. Specifically, NRS 107.080(7) provides:

26 "Upon expiration of the time for commencing an action which is set forth in
27 subsections 5 and 6, any failure to comply with the provisions of this section or any
28 other provision of this chapter does not affect the rights of a bona fide purchaser as
described in NRS 111.180."

1 NRS 107.080 provides that “every sale made under the provisions of this section and other
2 sections of this chapter vests in the purchaser the title of the grantor and any successors in interests
3 without equity or right of redemption. Except as provided in subsection 7.....” Consequently,
4 the statutes that are determinative of whether Defendants are bona fide purchasers in good faith
5 are NRS 107.080 and NRS 111.180. NRS 111.180(1) provides:

6 “Any purchaser who purchases an estate or interest in any real property in good
7 faith and for valuable consideration and who does not have actual knowledge,
8 constructive notice of, or reasonable cause to know that there exists a defect in, or
9 adverse rights, title or interest to, the real property is a bona fide purchaser.”

10 The only purchasers of the subject property who can declare themselves bona fide
11 purchasers are purchasers who have, among other things, no actual or constructive notice of this
12 action and where Plaintiffs had failed to timely bring an action pursuant to Sections 5 and 6 of
13 NRS 107.080.

14 Here, Plaintiffs have timely filed their complaint pursuant to Sections 5 and 6.²⁶ Thus,
15 Defendants are precluded from being bona fide purchasers because only persons who have
16 purchased foreclosed properties where the time limits set forth in Sections 5 and 6 have not been
17 complied with can be bona fide purchasers. Moreover, defendant, Rosehill, has admitted in its
18 motion to expunge the lis pendens that they i.e., Pedersons and Rosehill,²⁷ “promptly” went into
19 contract to purchase the subject property some time between October 13, 2016²⁸ and prior to
20 October 31, 2016 and that escrow was set to close on November 30, 2016.²⁹ Rosehill admits
21 Pedersons and Rosehill were told of the notice of the pendency of action by the escrow
22

23 ²⁶ An action pursuant to Section 5 had to be commenced no later than 15-days after the trustee’s deed had been
24 recorded and the notice of pendency of action (“notice”) had to be recorded no later than 5-days after the action was
25 commenced. In this case, the complaint was commenced and the notice recorded on October 31, 2016. A Section 6
26 action must be commenced 90-days after the foreclosure sale i.e., no later than January 11, 2017. Consequently,
27 Defendants were forever precluded from being bona fide purchaser regardless of whether the notice had been
28 expunged.

²⁷ Despite the obvious conflict of interest between Rosehill as foreclosure sale purchase and subsequent seller, and
Pedersons as subsequent purchase of subject property, they are both represented by the same counsel.

²⁸ Rosehill purchased the subject property at the October 13, 2016 foreclosure sale.

²⁹ See paragraphs 3, 4, 5, 6 and 8 of Rosehill’s statement of facts in support of its motion to expunge the two
recorded notices of pendency of action. Attached as Exhibit “10” is a true and correct copy of Rosehill’s motion.
Plaintiffs request the Court take judicial notice of it.

1 company.³⁰ Nor do Pedersons deny they had actual notice of the pendency of action.³¹
2 Consequently, Pedersons had actual knowledge of this action. As a matter of law, Pedersons are
3 not bona fide purchasers.

4 **b. Defendants Were Equitable Owners of the Subject Property.**

5 Even assuming for the sake of argument NRS 14.017 was applicable to the facts presented
6 herein, it is undeniable that Defendants were the equitable owners of the subject property months
7 prior to the recording of the order expunging the notices of pendency of action. Again, defendant,
8 Rosehill (and counsel for Rosehill and Pedersons), have admitted that they were in contract to
9 purchase the subject property prior to the commencement of the action and the recording of the
10 notices of pendency of action.³² This is important because Nevada law provides that "[a]n
11 equitable conversion occurs when a contract for the sale of real property becomes binding upon
12 the parties[,] [t]he purchaser is deemed to be the equitable owner of the land and the seller is
13 considered to be the owner of the purchase price." *Harrison v. Rice*, 510 P.2d 633, 635 (Nev.
14 1973). This, because of the maxim that equity considers as done that which was agreed to be
15 done. *Id.*

16 Pedersons became equitable owners in the subject property sometime, as Rosehill avers
17 and Pederson do not deny, between October 13, 2016 and before October 31, 2016. That is when
18 they went into to contract to purchase the subject property and opened escrow. Given Pedersons'
19 equitable ownership interest arose prior to the recordation of the order expunging the notices i.e.,
20 December 7, 2016, they are precluded from being "deemed to be without knowledge of the
21 action."

22 **c. Conclusion.**

23 Based upon the foregoing, the Motion must be denied.
24
25
26

27 ³⁰ See Exhibit "10" at paragraph 9.

28 ³¹ Pedersons' motion does not have any declaration in support of it averring they never had actual notice of the
recorded pendency of action.

³² See Exhibit "10" at paragraph 8.

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I hereby certify that on the 27th day of November 2020, I mailed a true and correct copy of the following document(s):

Opposition to Motion for Summary Judgment with Exhibits and Declarations of Jill Sarge and Tory M. Pankopf in Support.

By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the following:

Quality Loan Services Corporation
c/o Kristin Schuler-Hintz, Esq.
MCCARTHY HOLTHUS LLP
9510 W Sahara Ave, Suite 200
Las Vegas, NV 89117
Fax (866) 339-5691
khintz@McCarthyHolthus.com

Zachary and Michelle Pederson
Rosehill LLC
c/o James M. Walsh, Esq.
WASLSH & ROSEVEAR
9468 Double R Bl, Ste A
Reno, NV 89521
Fax (775) 853-0860
jmwash@wbri.net

NATIONSTAR MORTGAGE LLC
fhn Champion Mortgage Company
c/o Melanie D. Morgan, Esq.
AKERMAN LLP
1635 Village Center Cir, Suite 200
Las Vegas, NV 89134
melanie.morgan.akerman.com

DATED on this 27th day of November 2020.

s/Tory M. Pankopf
Tory M. Pankopf

RECEIVED

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AUDREY MORLATT
CLERK

BY _____
DEPUTY

TORY M. PANKOPF (SBN 7477)
TORY M PANKOPF, LTD
748 S Meadows Parkway, Suite 244
Reno, Nevada 89521
Telephone: (775) 384-6956
Facsimile: (775) 384-6958
Attorney for the Estates and Jill Sarge

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE CARSON CITY

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
and DOES I – X, inclusive,

Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

ZACHARY PEDERSON and MICHELLE
PEDERSON,

Plaintiff Intervenor/Defendants

And Related Consolidated Cases.

EXHIBITS 1 – 10

IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

Attached hereto are Plaintiffs', ESTATE OF THELMA AILENE SARGE, ESTATE OF EDWIN JOHN SARGE, and JILL SARGE, Exhibits 1 -10 in support of their opposition to Defendants', ZACHARY and MICHELLE PEDERSON, motion for summary judgment.

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Exhibit #	Description	# of Pages	Bates #
1	Sarge Supreme Court Opinion/Law of Case	3	2-3
2	Recorded Notice of Default and Election/Sell	8	6-13
3	Recorded Notice of Sale	3	15-17
4	QLS NOD Affidavit of Mailing	15	19-33
5	QLS NOS Affidavit of Mailing	9	35-43
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9	Plaintiffs' 10/6/2016 Cease and Desist Letter	2	58-59
10	Rosehill's Motion to Expunge Lis Pendens	14	61-74

AFFIRMATION

Pursuant to NRS 239B.040, this document does not contain the Social Security Number of any person.

TORY M. PANKOPF LTD

By: s/ TORY M. PANKOPF
TORY M. PANKOPF, ESQ.
Attorney for Plaintiffs

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Estate of Sarge v. Quality Loan Serv. Corp. (In re Estate of Sarge)

Decided Feb 27, 2020

No. 73286

02-27-2020

IN THE MATTER OF THE ESTATE OF
THELMA AILENE SARGE. ESTATE OF
THELMA AILENE SARGE; ESTATE OF
EDWIN JOHN SARGE; AND BY AND
THROUGH THE PROPOSED EXECUTRIX,
JILL SARGE, Appellants, v. QUALITY LOAN
SERVICE CORPORATION; AND ROSEHILL,
LLC, Respondents.

Parraguirre

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court order granting summary judgment in an action to void a foreclosure sale for lack of notice. First Judicial District Court, Carson City; James Todd Russell, Judge.

The primary issue is the meaning of a "known" address under a pair of notice provisions. [NRS 107.080\(3\)](#) and [NRS 107.080\(4\)\(a\)](#) (the notice provisions) require a mortgage trustee to notify certain parties of default and foreclosure sale at their respective known addresses, but neither explains what a known address is. A related statute, [NRS 107.090\(2\)](#) (the recording statute), provided that a party may record a request for notice in the county recorder's office.¹*2

¹ [NRS 107.090](#) has since been amended. What was subsection (2) when the district court issued the order on appeal is now subsection (1), 2019 Nev. Stat., ch. 238, §

15, at 1367, and the former subsection (1), which defined "person with an interest" for that section, now appears in an earlier section of definitions for the entire chapter, 2019 Nev. Stat., ch. 238, § 1, at 1344. The amendments are insignificant to our resolution of this appeal.

Edwin and Thelma Sarge owned the subject property on Sonoma Street in Carson City. In 2006, Champion Mortgage Company (CMC) recorded a deed of trust securing a loan that the Sarges took out on the property. In 2008, the Sarges recorded a deed upon death² conveying a future interest in the property to their three children, Jack Sarge, Jill Sarge, and Sharon Hesla.

² A deed upon death "conveys [the grantors'] interest in property to a beneficiary or multiple beneficiaries and . . . becomes effective upon the death of the owner." [NRS 111.671](#).

Edwin died in 2011 and Thelma died in April 2015. Jill contacted CMC to report Thelma's death and a mailing address on Empire Lane in Carson City. CMC sent several letters about the mortgage to "the Estate of Thelma A. Sarge" and "the Estate of Edwin J. Sarge" at that address.

In September 2015, respondent Quality Loan Services Corporation (QLS), CMC's trustee, recorded a notice of default and election to sell the subject property and mailed copies of the notice to the Sonoma Street address. In August 2016, it recorded the notice of sale and mailed copies of the notice to the Sonoma Street address. Neither

notice went to the Empire Lane address. At the foreclosure sale in October 2016, respondent Rosehill, LLC, purchased the property.

3 Later that month, Edwin's and Thelma's respective estates (collectively appellants) filed and recorded a complaint for reentry and *3 notices of lis pendens. QLS moved to dismiss the complaint for failure to state a claim and to expunge the notices of lis pendens. Rosehill also moved to dismiss for failure to state a claim. After hearing the motions, the district court issued an order granting dismissal and canceling the notices of lis pendens.

Appellants argue on appeal that the district court effectively granted summary judgment by considering matters outside the pleadings, and erred by granting summary judgment because a genuine issue of material fact exists as to whether QLS notified the titleholders—Jack, Jill, and Sharon—at their known address. They argue that the district court likewise abused its discretion by canceling the notices of lis pendens.

Because the district court granted dismissal but considered matters outside the pleadings, we review the order as if it granted summary judgment. *Schneider v. Cont'l Assurance Co.*, 110 Nev. 1270, 1271, 885 P.2d 572, 573 (1994). We review such orders de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if "the pleadings and [all] other evidence on file demonstrate that no genuine issue as to any material fact [exists] and that the moving party is entitled to . . . judgment as a matter of law." *Id.* (internal quotation marks omitted). "[T]he evidence, and any reasonable inferences drawn from it, must be viewed in a light most favorable to the nonmoving party." *Id.* "A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party." *Id.* at 731, 121 P.3d at 1031.

Appellants argue that the district court erred by granting summary judgment because they presented uncontroverted evidence that Jill

4 notified CMC of the Empire Lane address and that CMC began sending *4 letters there. They reason that notifying CMC, the lender, of the Empire Lane address was sufficient to establish that address as their known address under the notice provisions, and that QLS, the trustee, therefore should have notified them at that address. They argue that recording a request for notice under the recording statute is purely elective. QLS and Rosehill answer that the address at which QLS notified the titleholders, which is recorded in the deed upon death by which they obtained title to the subject property, was their known address because they did not record a request for notice at an alternate address.

So whether summary judgment was proper depends on the meaning of a "known" address under the notice provisions. We recently addressed this issue, explaining that in some instances, a known address may be different from an address in recorded documents. *U.S. Bank, Nat'l Ass'n ND v. Res. Grp., LLC*, 135 Nev., Adv. Op. 26, 444 P.3d 442, 446 (2019) ("A trustee or other person conducting a foreclosure sale must send notice of default to each person entitled to it at the address the recorded documents provide for that person (or in some instances, if different, their known or last known address)."). Those instances include when a trustee has actual or constructive knowledge of an address. *See In re Smith*, 866 F.2d 576, 586 (3d Cir. 1989) (explaining that a foreclosure notice statute requires "a good-faith effort to ascertain the [mortgagor's] current address"); *Wanger v. EMC Mortg. Corp.*, 127 Cal. Rptr. 2d 685, 693 (Ct. App. 2002) (holding that a borrower's known address "shall be determined with reference to the [mortgage loan] servicer's actual and constructive knowledge"); *see also* NRS 107.090(2) (2009) (providing that a party "may" record a request for notice); *State v. Second Judicial Dist. Court*, 134 Nev. 783, 789 n.7, 432 P.3d *5 154, 160 n.7 (2018) (explaining that "the word 'may' is generally permissive").

Here, the district court found that because none of the titleholders recorded a request for notice under the recording statute, the Sonoma Street address recorded in the deed upon death was their known address. So it effectively limited the scope of a trustee's knowledge to *record* knowledge, reasoning that because the Sonoma Street address was the only *recorded* address, it was the titleholders' known address.

But the evidence shows that Jill notified CMC of the Empire Lane address, and that CMC began sending letters to that address. Viewing that evidence in a light most favorable to appellants, a rational trier of fact could find that QLS, CMC's trustee, had *actual* or *constructive* knowledge of the Empire Lane address despite the titleholders' failure to record it, and thus that the Empire Lane address was the titleholders' known address. So a genuine issue of material fact remains as to whether QLS notified the titleholders at their known address, and the district court thus erred by granting summary judgment.³ Accordingly, we *6

³ Because the district court erred by granting summary judgment, it likewise erred by canceling the notices of lis pendens. *See Hardy Companies, Inc. v. SNMARK, LLC*, 126 Nev. 528, 533, 543, 245 P.3d 1149, 1153, 1159 (2010) (reversing order granting summary judgment and expunging notices of lis pendens). We decline to consider appellants' other arguments because they are unnecessary for us to resolve this case. *See Miller v. Burk*, 124 Nev. 579, 588-89 & n.26, 188 P.3d 1112, 1118-19 & n.26 (2008)

(explaining that this court need not address issues that are unnecessary to resolve the case at bar). -----

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.

/s/_____, J.

Parraguirre

/s/_____, J.

Hardesty

/s/_____, J.

Cadish cc: Hon. James Todd Russell, District Judge

Janet L. Chubb, Settlement Judge

Tory M. Pankopf, Ltd.

Walsh, Baker & Rosevear, P.C.

McCarthy & Holthus, LLP/Las Vegas

Carson City Clerk

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

APN(s): 010-513-07

Recording requested by:

Title365

When recorded mail to:

Quality Loan Service Corporation

411 Ivy Street

San Diego, CA 92101

619-645-7711

RECORDED AT THE REQUEST OF
SPL INC.

09/02/2015 08:03AM

FILE NO.457307

SUSAN MERRIWETHER

CARSON CITY RECORDER

FEE \$221.00 DEP LRD

TS No.: NV-15-679709-HL

Space above this line for recorders use only

Order No.: 733-1501111-70

Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Thank you,

Ellene Barnett, Assistant Secretary

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: that **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **3/4/2006**, executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as Trustor, to secure certain obligations in favor of **Seattle Mortgage Company**, as beneficiary, recorded **4/26/2006**, as **Instrument No. 352840**, of Official Records in the Office of the Recorder of **CARSON CITY** County, **Nevada** describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of **\$454,575.00**.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE

Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

TS No.: NV-15-679709-HL

ER 0087

Sarges' 006 **457307**

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

Champion Mortgage Company
Contact: Loss Mitigation Loss Mitigation
Department: Loss Mitigation
Phone: 855-683-3095
Toll Free: 855-683-3095

You may wish to consult a credit-counseling agency to assist you. The following are three local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>;; Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snvrha.org> and National Council on Aging (NCOA), 702-333-1038, www.bteamrage.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

ER 0088

Sarges' 007 457307

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):

THELMA A. SARGE, EDWIN J. SARGE

Trustee Name and Address:

Quality Loan Service Corp.

411 Ivy Street

San Diego, CA 92101

Property Address:

1636 SONOMA STREET, CARSON CITY,

NV 89701

Deed of Trust Document:

Instrument No. 352840

STATE OF Texas)
) ss:
COUNTY OF Dallas)

The affiant, Tacorreyon Shorter, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

APN: 010-513-07

File No.: NV-15-679709-HL

-1-

ER 0089

Sarges' 008 457307

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	8950 Cypress Waters Blvd. Coppell, TX 75019

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The Beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or

borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855) 683-3095.

11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/8/2007; 3/13/2012*	370690; 420270*	Seattle Mortgage Company	BANK OF AMERICA, N.A.
11/19/2012	428362	BANK OF AMERICA, N.A.	CHAMPION MORTGAGE COMPANY

**Based upon a review of the recorded documents, it appears that this recording is corrective/duplicative and thus, it would not have conveyed a beneficial interest. It is being included here for transparency.*

Signed By [Signature] 8/26/15
Print Name: Tacorreyon Shorter
Assistant Secretary

Dated: August 26, 2015

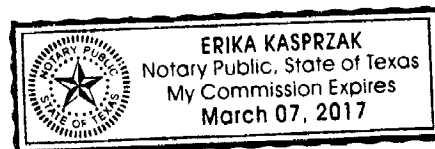
STATE OF Texas)
COUNTY OF Dallas) ss:

On this 26th day of August, 2015, personally appeared before me, a Notary Public, in and for said County and State, Tacorreyon Shorter, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Erika Kasprzak
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

APN: 010-513-07
File No.: NV-15-679709-HL

-3-



ER 0091

Sarges' 010 457307

NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)

Borrower(s): THELMA A. SARGE, EDWIN J. SARGE
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701
Trustee Sale Number: NV-15-679709-HL

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. [] The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2); *or*
2. [☒] The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence; *or*
3. The requirements of NRS 107.510 do not apply, because:
 - a. [] The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. [] The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - c. [] The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. [] The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were sent and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number: NV-15-679709-HL
Page 2

Nationstar Mortgage LLC d/b/a Champion Mortgage
Company

Dated: 8/11/15

MS 8/11/15
Signature of Agent or Employee

Justin Smelters Assistant Secretary
Printed Name of Agent or Employee

UNOFFICIAL COPY

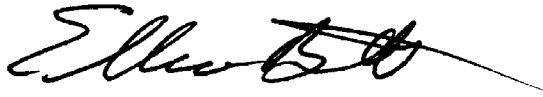
ER 0093

Sarges' 012 457307

Dated:

8/31/15

Quality Loan Service Corporation, as Trustee



By: Ellene Barnett, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

AUG 31 2015

COURTNEY PATANIA

On _____ before me, Ellene Barnett, a notary public, personally appeared Courtney Patania, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

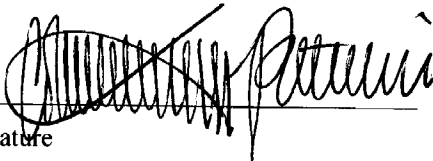
I certify under *PENALTY OF PERJURY* under the laws of the State of **California** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature



COURTNEY PATANIA

TS No.: NV-15-679709-HL

ER 0094

Sarges' 013 457307

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

ER 0095

APN No.: 010-513-07
Recording requested by:
Title 365

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

RECORDED AT THE REQUEST OF
SPL, INC.
08/29/2016 08:05AM
FILE NO. 467446
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/4/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**
Recorded: **4/26/2006 as Instrument No. 352840** of Official Records in the office of the Recorder of **CARSON CITY** County, Nevada;

Date of Sale: **10/6/2016 at 2:00 PM**
Place of Sale: **At the Carson City Courthouse Located at 885 East Musser Carson City, Nevada, 89701**

Amount of unpaid balance and other charges: **\$313,917.28**

The purported property address is: **1636 SONOMA STREET, CARSON CITY, NV 89701**

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

ER 0096

Sarges' 015 **467446**

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

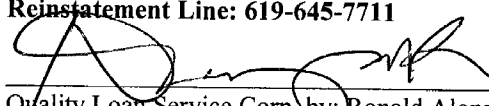
QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNOFFICIAL COPY

TS No.: NV-15-679709-HL

Date: 8/25/2016

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 702-382-2747 or Login to:
https://www.nevadalegalnews.com/trustee_sales/index.php
TS No. : NV-15-679709-HL
Reinstatement Line: 619-645-7711


Quality Loan Service Corp. by: Ronald Alonzo, Assistant Secretary.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

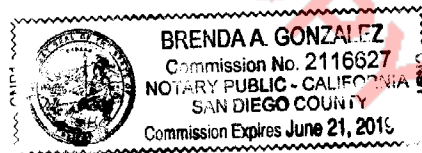
On AUG 25 2016 before me, Brenda A. Gonzalez a notary public,
personally appeared Ronald Alonzo, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)


Signature Brenda A. Gonzalez



ER 0098

Sarges' 017 467446

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

AFFIDAVIT OF MAILING

Date: **9/10/2015**
T.S. No.: **NV-15-679709-HL**
Mailing: **Ten Day**

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2763 Camino Del Rio S., 1st FL San Diego CA 92108, It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on **9/10/2015**, a copy of the Notice of Default, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Default was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

I declare under penalty of perjury that the foregoing is true and correct.

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION

Date: 9/10/2015



Affiant Wai Tang, as Authorized Signor of IDSolutions, Inc.

Foreclosure Mediation Program Administrator
201 S. Carson Street
Ste 250
Carson City, NV 89701
First Class and Cert. No. 71039628594224782883

Nevada State Health Division
4150 Technology Way #101
Carson City, NV 89706
First Class and Cert. No. 71039628594224782920

EDWIN J. SARGE TRUSTEE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783002

THELMA A. SARGE TRUSTEE

ER 0100

1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783057

THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783156

EDWIN J. SARGE TRUSTEE OF THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783194

THELMA A. SARGE TRUSTEE OF THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783286

THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783347

EDWIN J. SARGE
SARGE
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783446

THELMA A. SARGE
SARGE
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783491

EDWIN J. SARGE
CARE LAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224783552

THELMA A. SARGE
CARE LAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224783606

EDWIN J. SARGE
EDWIN SARGE AND THELMA SARGE
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783644

THELMA A. SARGE
EDWIN SARGE AND THELMA SARGE
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783682

EDWIN J. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783736

THELMA A. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783767

SECERTARY OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH STREET S.W.
WASHINGTON, DC 20410
First Class and Cert. No. 71039628594224783798

SECERTARY OF HOUSING AND URBAN DEVELOPMENT
SEATTLE MORTGAGE COMPANY
601 108TH AVENUE NE #700
BELLEVUE, WA 98004
First Class and Cert. No. 71039628594224783828

SHARON R. HESLA
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224783859

SHARON R. HESLA
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783880

SHARON R. HESLA
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783910

SHARON R. HESLA
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783934

SHARON R. HESLA
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783965

JILL A SARGE
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224783989

JILL A SARGE
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224784016

JILL A SARGE
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224784030

JILL A SARGE
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224784054

JILL A SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224784085

JACK C. SARGE
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224784115

JACK C. SARGE
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224784139

JACK C. SARGE
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224784160

JACK C. SARGE
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224784184

JACK C. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224784207

Security Interest Contact Information
(Pursuant to NRS 116, Section 1)

TS No. NV-15-679709-HL

Loan Servicer: Champion Mortgage Company

Address: 8950 Cypress Water Blvd.

Coppell, TX, 75019

Telephone No: (855) 683-3095

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COPY of Document Recorded at
Carson City, NV County Recorder

457307 BK: PG:

09/02/2015 has not been compared with
original. Original will be returned when
process has been completed.

Fee: 221.00 DTT: 0.00

Total: 221.00

APN(s): 010-513-07

Recording requested by:

Title365

When recorded mail to:

Quality Loan Service Corporation

411 Ivy Street

San Diego, CA 92101

619-645-7711

TS No.: NV-15-679709-HL

Space above this line for recorders use only

Order No.: 733-1501111-70

Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Thank you,

Ellene Barnett, Assistant Secretary

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: that Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 3/4/2006, executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as Trustor, to secure certain obligations in favor of Seattle Mortgage Company, as beneficiary, recorded 4/26/2006, as Instrument No. 352840, of Official Records in the Office of the Recorder of CARSON CITY County, Nevada describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of \$454,575.00.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

**BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL
RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL
SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE**

Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

TS No.: NV-15-679709-HL

ER 0107

Sarges' 026

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

Champion Mortgage Company
Contact: Loss Mitigation Loss Mitigation
Department: Loss Mitigation
Phone: 855-683-3095
Toll Free: 855-683-3095

You may wish to consult a credit-counseling agency to assist you. The following are three local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>; Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snvrha.org> and National Council on Aging (NCOA), 702-333-1038, www.bteamrage.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

ER 0108

Sarges' 027

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):

THELMA A. SARGE, EDWIN J. SARGE

Trustee Name and Address:

Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:

1636 SONOMA STREET, CARSON CITY,
NV 89701

Deed of Trust Document:

Instrument No. 352840

STATE OF Texas)
) ss:
COUNTY OF Dallas)

The affiant, Tacorreyon Shorter, being first duly sworn upon
oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

APN: 010-513-07
File No.: NV-15-679709-HI.

-1-

ER 0109

Sarges' 028

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	8950 Cypress Waters Blvd. Coppell, TX 75019

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The Beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or

borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855) 683-3095.

11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/8/2007; 3/13/2012*	370690; 420270*	Seattle Mortgage Company	BANK OF AMERICA, N.A.
11/19/2012	428362	BANK OF AMERICA, N.A.	CHAMPION MORTGAGE COMPANY

**Based upon a review of the recorded documents, it appears that this recording is corrective/duplicative and thus, it would not have conveyed a beneficial interest. It is being included here for transparency.*

Signed By [Signature] 8/26/15

Dated: August 26, 2015

Print Name: Tacorreyon Shorter
Assistant Secretary

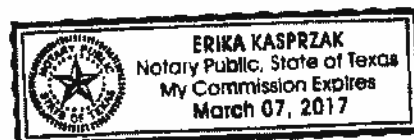
STATE OF Texas)
COUNTY OF Dallas) ss:

On this 26th day of August, 2015, personally appeared before me, a Notary Public, in and for said County and State, Tacorreyon Shorter, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Erika Kasprzak
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

APN: 010-513-07
File No.: NV-15-679709-HL

-3-



ER 0111

Sarges' 030

**NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)**

Borrower(s): THELMA A. SARGE, EDWIN J. SARGE
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701
Trustee Sale Number: NV-15-679709-HL

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. ☐ The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2); or
2. ☒ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence; or
3. The requirements of NRS 107.510 do not apply, because:
 - a. ☐ The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. ☐ The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - c. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. ☐ The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were sent and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number: NV-15-679709-HL

Page 2

Nationstar Mortgage LLC d/b/a Champion Mortgage
Company

Dated: 8/11/15

 8/11/15
Signature of Agent or Employee

Justin Smathers Assistant Secretary
Printed Name of Agent or Employee

ER 0113

Sarges' 032

Dated:

8/31/15

Quality Loan Service Corporation, as Trustee

By: Ellene Barnett, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

AUG 31 2015

COURTNEY PATANIA

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

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

WITNESS my hand and official seal.

(Seal)



Signature

COURTNEY PATANIA

TS No.: NV-15-679709-HL

ER 0114

Sarges' 033

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

AFFIDAVIT OF MAILING

Date: **8/31/2016**
T.S. No.: **NV-15-679709-HL**
Mailing: **Notice of Sale and Notice to Tenant**

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2763 Camino Del Rio S., 1st FL San Diego CA 92108, It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on **8/31/2016**, a copy of the Notice of Sale and Notice to Tenant, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale and Notice to Tenant was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

I declare under penalty of perjury that the foregoing is true and correct.

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION

Date: 8/31/2016



Affiant Wai Tang, as Authorized Signor of IDSolutions, Inc.

Nevada State Health Division
4150 Technology Way #101
Carson City, NV 89706
First Class and Cert. No. 71039628594230576339

Occupant/Resident
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230576438

THELMA A. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230576551

EDWIN J. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701

ER 0116

Sarges' 035

First Class and Cert. No. 71039628594230576667

EDWIN J. SARGE TRUSTEE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230576780

THELMA A. SARGE TRUSTEE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230576919

THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230577008

EDWIN J. SARGE TRUSTEE OF THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230577114

THELMA A. SARGE TRUSTEE OF THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230577244

EDWIN J. SARGE
CARE LAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594230577350

THELMA A. SARGE
CARE LAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594230577480

SECERTARY OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH STREET S.W.
WASHINGTON, DC 20410
First Class and Cert. No. 71039628594230577619

SECERTARY OF HOUSING AND URBAN DEVELOPMENT
SEATTLE MORTGAGE COMPANY
601 108TH AVENUE NE #700
BELLEVUE, WA 98004
First Class and Cert. No. 71039628594230577732

SHARON R. HESLA
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702

ER 0117

First Class and Cert. No. 71039628594230577848

SHARON R. HESLA
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594230577978

JILL A SARGE
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594230578074

JILL A SARGE
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594230578197

JACK C. SARGE
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594230578326

JACK C. SARGE
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594230578449

NOTICE TO TENANTS OF THE PROPERTY

Foreclosure proceedings against this property have started, and a notice of sale of the property to the highest bidder has been issued. You may either: (1) terminate your lease or rental agreement and move out; or (2) remain and possibly be subject to eviction proceedings under chapter 40 of the Nevada Revised Statutes. Any subtenants may also be subject to eviction proceedings. Between now and the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the landlord. After the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the successful bidder, in accordance with chapter 118A of the Nevada Revised Statutes.

Under the Nevada Revised Statutes eviction proceedings may begin against you after you have been given a notice to surrender. If the property is sold and you pay rent by the week or another period of time that is shorter than 1 month, you should generally receive notice after not less than the number of days in that period of time. If the property is sold and you pay rent by the month or any other period of time that is 1 month or longer, you should generally receive notice at least 60 days in advance. Under Nevada Revised Statutes 40.280, notice must generally be served on you pursuant to chapter 40 of the Nevada Revised Statutes and may be served by: (1) Delivering a copy to you personally in the presence of a witness, unless service is accomplished by a sheriff, constable or licensed process server, in which case the presence of a witness is not required; (2) If you are absent from your place of residence or usual place of business, leaving a copy with a person of suitable age and discretion at either place and mailing a copy to you at your place of residence or business and to the place where the leased property is situated, if different; or (3) If your place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, posting a copy in a conspicuous place on the leased property, and mailing a copy to you at the place where the leased property is situated.

If the property is sold and a landlord, successful bidder or subsequent purchaser files an eviction action against you in court, you will be served with a summons and complaint and have the opportunity to respond. Eviction actions may result in temporary evictions, permanent evictions, the awarding of damages pursuant to Nevada Revised Statutes 40.360 or some combination of those results. Under the Justice Court Rules of Civil Procedure: (1) You will be given at least 10 days to answer a summons and complaint; (2) If you do not file an answer, an order evicting you by default may be obtained against you; (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; and (4) A hearing regarding a permanent eviction may be called as soon as 20 days after you are served with the summons and complaint.

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APN No.: 010-513-07
Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

Space above this line for recorders use only

TS No.: **NV-15-679709-HL**
Order No.: **733-1501111-70**

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/4/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**
Recorded: **4/26/2006 as Instrument No. 352840** of Official Records in the office of the Recorder of **CARSON CITY** County, **Nevada**;

Date of Sale: **10/6/2016 at 2:00 PM**
Place of Sale: **At the Carson City Courthouse Located at 885 East Musser Carson City, Nevada, 89701**
Amount of unpaid balance and other charges: **\$313,917.28**
The purported property address is: **1636 SONOMA STREET, CARSON CITY, NV 89701**

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

ER 0121

Sarges' 040

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If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

Date: **Quality Loan Service Corporation**
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 702-382-2747 or Login to:
https://www.nevadalegalnews.com/trustee_sales/index.php
TS No. : NV-15-679709-HL
Reinstatement Line: 619-645-7711

Quality Loan Service Corp.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.
--

State of: **California**)

County of: **San Diego**)

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

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

WITNESS my hand and official seal.

(Seal)

Signature

ER 0124

Sarges' 043

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”



Reverse Mortgage Servicing Department

P.O. Box 619093 Dallas, Texas 75261-9093

Toll-Free Customer Service: 855-683-3095

Toll-Free Customer Fax: 866-621-1036

Toll-Free Payoff Demand Fax: 866-902-7077

03/08/2016

Estate Of THELMA A SARGE

Estate Of EDWIN J SARGE

159 Empire Lane

CARSON CITY, NV 89701

We are here to help!

Call 1-855-683-3095

RE: Loan Number: 848301
 Property Address: 1636 SONOMA STREET
 CARSON CITY, NV 89701

Dear Estate Of THELMA A SARGE and Estate Of EDWIN J SARGE

**Why am I receiving
this letter?**

Champion Mortgage received your request for information regarding satisfying the reverse mortgage loan balance for 95% of the current appraised value, if less than the outstanding balance on the loan. The mortgage will be released, and no deficiency judgment filed, if the loan balance is satisfied for at least 95% of the new appraised value, even if the outstanding loan balance is greater than the current appraised value.

You may satisfy the loan balance for 95% of the current appraised value in several ways. There are 2 options available to you and we are here to help!

Each option allows the borrower, another authorized family member, heir, or another authorized third party to satisfy the loan and retain the property.

Option 1: Retain the property in the family, or heir by obtaining financing with local lenders or financial institutions in your area in an amount equal to 95% of the current appraised value of the property, plus any interest or applicable fees/costs, and transferring the property title to that family member or heir. The financing documents (*lender endorsed loan application or approval letter, for example*) must be provided to support the request, along with Proof of Vesting (*transfer deed or probate documents, for example*) of the property title.

Option 2: Sell the property to another entity at minimum sales price of 95% of the current appraised value of the property. Sales documentation (*Sales Agreement, Property Listing Agreement, proposed HUD-1, financing documents, for example*) must be provided to support the request, along with Proof of Vesting of the property title. If you need assistance in finding a professional real estate sales agent, we can assist.

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



ER 0126

Sarges' 045

There are benefits to each option:

- ✓ Keep the home in the family, purchase at 95% of the current appraised value
- ✓ Prevent a foreclosure
- ✓ Save money by avoiding fees added to your loan balance

Other options available to you include:

1) If loan is in default due to Tax and/or Insurance, establish a Repayment Plan and maintain that payment plan.

2) If loan is in default due to non-occupancy, establish the property as your primary residence. Supporting documentation (*signed Occupancy Certificate, signed letter advising that you still reside in the home, two most recent utility bills (two different companies)*)

3) Complete a deed-in-lieu of foreclosure (*avoids foreclosure by allowing the party with legal authority to deed the property back over to the investor of the loan at no cost to the estate; completion of the deed-in-lieu is subject to final Investor and Servicer approval*).

Times have been difficult and help is available to you! Call today!

What if I still have questions?

You may reach our Reverse Mortgage Servicing Center at **1-855-683-3095** from 8:00 am to 8:00 pm Eastern Time, Monday through Thursday and 8:00 am to 5:00 pm Eastern Time on Friday.

Sincerely,

Champion Mortgage
NMLS# 2119



EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

STATE OF NEVADA DECLARATION OF VALUE

FOR RECORDERS OPTIONAL USE ONLY

Document #: 469496

Date of Recording: 11/02/2016

1. Assessors Parcel Number(s)

a) 010-513-07

2. Type of Property:

a) ☐ Vacant Land

b) ☒ Single Fam. Res.

c) ☐ Condo/Twnhse

d) ☐ 2-4 Plex

e) ☐ Apt. Bldg

f) ☐ Comm'l/Ind'l

g) ☐ Agricultural

h) ☐ Mobile Home

i) ☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: _____

3. Total Value/Sales Price of Property:

\$255,100.00

Deed in Lieu of Foreclosure Only (value of property)

(

Transfer Tax Value:

\$255,100.00

Real Property Transfer Tax Due:

\$944.45

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section

b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity _____

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: Quality Loan Service Corp

Address: 411 Ivy Street

City: San Diego

State: Ca Zip: 92101

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Rosehill, LLC

Address: 6770 S. McCarran Bl #202

City: Reno

State: Nv Zip: 89509

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: eTRCo, LLC. On behalf of Western Title Company

Esc. #: 084561-DJA

Address: McCarran Branch

6774 So. McCarran Blvd. Suite 102A

City/State/Zip: Reno, NV 89509

ER 0129

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Sarges' 048

APN# : 010-513-07

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 084561-DJA

When Recorded Mail To:

Rosehill, LLC

6770 S. McCarran Blvd. #202

Reno, Nv. 89509

RECORDED AT THE REQUEST OF

ETRCO, LLC

11/02/2016 02:03PM

FILE NO.469496

SUSAN MERRIWETHER

CARSON CITY RECORDER

FEE \$16.00 DEP RMH

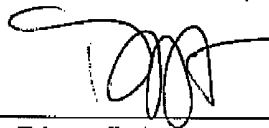
Mail Tax Statements to: (deeds only)

same as above

(space above for Recorder's use only)

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

Signature



Diane J. Allen

Escrow Officer

This document is being
recorded as an
accommodation only.

Trustee's Deed Upon Sale

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0130

Sarges' 049 **469496**

APN No.: 010-513-07
Recording Requested by:

When Recorded Mail to:

Rosehill, LLC
6770 S. McCarran Blvd. #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: **\$316,960.37**

The amount paid by the grantee at the trustee sale was: **\$255,100.00**

The documentary transfer tax is: **\$996.45**

Said property is in the City of: **CARSON CITY**, County of **CARSON CITY**

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Rosehill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **CARSON CITY**, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.G. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**, as trustor, dated **3/4/2006**, and recorded on **4/26/2006** as Instrument No. 352840 of Official Records in the office of the Recorder of **CARSON CITY**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **9/3/2015**, instrument no **457307**, Book , Page , of Official

ER 0131

Sarges' 050 469496

records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on **10/13/2016**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$255,100.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: **NV-15-679709-HL**

Date: **10/21/2016**

QUALITY LOAN SERVICE CORPORATION

By: Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: **California**

County of: **San Diego**

On **OCT 21 2016** before me, **Brenda A. Gonzalez** a notary public, personally appeared Nicole Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature

Brenda A. Gonzalez



ER 0132

Sarges' 051 469496

EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

STATE OF NEVADA DECLARATION OF VALUE

1. Assessors Parcel Number(s)
a) 010-513-07

FOR RECORDERS OPTIONAL USE ONLY
Document #: 470725
Date of Recording: 12/15/2016

2. Type of Property:
a) ☐ Vacant Land
c) ☐ Condo/Twnhse
e) ☐ Apt. Bldg
g) ☐ Agricultural
i) ☐ Other _____
b) ☒ Single Fam. Res.
d) ☐ 2-4 Plex
f) ☐ Comm'l/Ind'l
h) ☐ Mobile Home

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____
BOOK _____ PAGE _____
DATE OF RECORDING: _____
NOTES: _____

3. Total Value/Sales Price of Property: \$300,000.00
Deed in Lieu of Foreclosure Only (value of property) (
Transfer Tax Value: \$300,000.00
Real Property Transfer Tax Due: \$1,170.00

4. If Exemption Claimed:
a. Transfer Tax Exemption per NRS 375.090, Section
b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantee
Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Rosehill, LLC
Address: 6770 S McCarren Blvd, #202
City: Reno
State: NV Zip: 89509

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Zachary Pedersen and Michelle Pedersen
Address: 1636 Sonoma Street
City: Carson City
State: NV Zip: 89701

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: eTRCo, LLC. On behalf of Western Title Company
Address: Carson Office
2310 S. Carson St, Suite 5A
City/State/Zip: Carson City, NV 89701

Esc. #: 084331-CAL

ER 0134

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

Sarges' 053

APN# : 010-513-07
RPTT: \$1,170.00

Recording Requested By:
Western Title Company
Escrow No.: 084331-CAL
When Recorded Mail To:
Zachary Pedersen and Michelle
Pedersen
1636 Sonoma Street
Carson City, NV 89701

RECORDED AT THE REQUEST OF
ETRCO, LLC
12/15/2016 10:19AM
FILE NO.470725
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

Mail Tax Statements to: (deeds only)
Same as Above

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

Signature Clindquist
Carrie Lindquist Escrow Officer

Grant, Bargain, and Sale Deed

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rosehill, LLC, a Nevada Limited Liability Company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Zachary Pedersen and Michelle Pedersen, husband and wife as joint tenants

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Carson City, County of Carson City State of Nevada bounded and described as follows:

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B.&M., further described as follows:

Parcel 86 as shown on the Parcel Map for M. G. STAFFORD, INC., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, Page 1714, as Document No. 89571.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 12/13/2016

ER 0136

Sarges' 055 470725

Grant, Bargain and Sale Deed – Page 2

Rosehill, LLC

Brett Nelson

By Brett Nelson, Manager

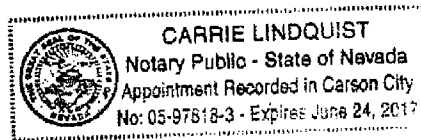
STATE OF NEVADA
COUNTY OF Carson City
This instrument was acknowledged before me on
December 13, 2016

} ss

By Brett Nelson

Carrie Lindquist

Notary Public



ER 0137

Sarges' 056 470725

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

Law Offices of
T M PANKOPF, PLLC
Nevada Bar License 7477 ~ California Bar License 202581
9460 Double R Boulevard, Suite 104
Reno, Nevada 89521
Telephone (775) 384-6956
Facsimile (775) 384-6958
E-mail tory@pankopfuslaw.com

10/6/2016

FedEx Overnight and Facsimile (619) 568-3518

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

Re: Real Property : 1636 Sonoma Street, Carson City, NV 89701
APN : 010-513-07
TS No : NV-15-679709-HL
Trustor : Estates of Edwin J. Sarge and Thelma A. Sarge
Sale Date : Thursday, 10/6/2016, at 2:00 p.m.

NOTICE OF TO CEASE AND DESIST

Dear Quality Loan Service Corporation:

My law firm represents the Estates of Edwin J. Sarge and Thelma A. Sarge ("Estate") who are the owners of the real property identified above. On August 13, 2011, Mr. Sarge died and on April 28, 2015, Ms. Sarge died. Obviously, neither Mr. Sarge nor Ms. Sarge could not have been provided the notice of default and election to sell ("NOD") because they were dead. As the attorney representing the Estates, I am notifying you I was not served with and have never been served with the NOD or the Notice of Sale recorded on August 29, 2016. Consequently, the NOD has not complied with Chapter 107 of the Nevada Revised Statutes and the foreclosure sale currently set for Thursday, October 6, 2016, at 2:00 p.m., must be taken off-calendar. Furthermore, the declaration of the mortgage servicer attached to the NOD certifying the mortgage servicer complied with Nevada Senate Bill 321, Section 11(6) is not accurate given both persons have been deceased and no efforts were made by the mortgage servicer to contact me to enquire as the options available to the heirs of the Estates.

Please cease and desist from foreclosing on real property identified above. In the event you should proceed with the foreclosure sale I will proceed to file an action against Western Progressive, the mortgage servicer, and the beneficiary of the deed of trust for violating NRS 107.080. The statute provides the court must award a minimum of \$5,000 or treble the amount of actual damages plus attorney's fees and costs and injunction prohibiting the trustee from proceeding with a foreclosure sale until it has complied with the statute.

ER 0139

Sarges' 058

Quality Loan Service Corporation

Re: Real Property : 1636 Sonoma Street, Carson City, NV 89701
APN : 010-513-07
TS No : NV-15-679709-HL
Trustor : Estates of Edwin J. Sarge and Thelma A. Sarge
Sale Date : Thursday, 10/6/2016, at 2:00 p.m.

October 6, 2016

Page 2

Please confirm with my office the sale has been taken off-calendar. Please contact me if you would like copies of the redacted death certificates.

Sincerely,

T. M. Pankopf, PLLC

s/ Tory M Pankopf

TORY M. PANKOPF
Attorney and Counselor at Law

TMP/bbl

Enclosure as noted.

EXHIBIT “10”

EXHIBIT “10”

EXHIBIT “10”

EXHIBIT “10”

EXHIBIT “10”

EXHIBIT “10”

CODE:

William A. Baker, Esq.
Walsh, Baker & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 853-0883
Fax: (775) 853-0860
Email: wbaker@wbrl.net
Attorney for Rosehill, LLC

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

IN THE MATTER OF THE ESTATE OF:

EDWIN JOHN SARGE,

Deceased.

Case No.:

Dept. No:

MOTION TO EXPUNGE LIS PENDENS

COMES NOW, Rosehill, LLC, a Nevada limited liability company, by and through its attorneys, William A. Baker, Esq. of Walsh, Baker & Rosevear, and hereby moves this Court for an Order expunging the Lis Pendens filed in the above entitled action and recorded on October 31, 2016 as Document No. 469390, Official Records of Carson City Recorder.

STATEMENT OF FACTS

1. On or about October 31, 2016, the attorney for the Estate of Edwin John Sarge did cause to be recorded a Notice of Pendency of Action (Lis Pendens) against the real property owned by movant on the real property located at 1636 Sonoma Street, Carson City, Nevada APN 010-513-07. A true and correct copy of said Notice of Lis Pendens is attached hereto as **Exhibit 1**.

2. A Lis Pendens may only be recorded pursuant to the provisions of NRS 14.010 in actions affecting title to real property. There is no quiet title litigation pending with regard to the property encumbered by the notice of pendency of action, 1636 Sonoma Street, Carson City, Nevada.

3. Movant, Rosehill, LLC (hereinafter referred to as "Rosehill"), took title to the real property designated as APN 010-513-07, commonly known as 1636 Sonoma Street, Carson City,

1 Nevada, by virtue of a Trustee's Deed Upon Sale given by Trustee Quality Loan Service Corporation
2 as Grantor to Rosehill dated October 21, 2016 and only just provided to Rosehill by mail for recording
3 purposes. A true and correct copy of said Grant, Bargain and Sale Deed is attached hereto as **Exhibit**

4 **2.**

5 **4. Rosehill currently has the subject property sold and in escrow to a third party buyer and**
6 **it was the escrow company that brought to the attention of Rosehill the most recent Notice of Pendency**
7 **of Action filing.**

8 **5. Rosehill purchased the vacant subject property at a Trustee's Sale on October 13, 2016**
9 **and took possession immediately.**

10 **6. Rosehill promptly sold the property in AS-IS condition and the present escrow is set to**
11 **close escrow to the third party buyer on November 30, 2016.**

12 7. That Rosehill will be promptly recording its Trustee's Deed now that it has been
13 provided by the trustee service company.

14 **8. That at the time the Notice of Pendency of Action was recorded (October 31, 2016), the**
15 **subject property had been sold to Rosehill more than two weeks prior (October 13, 2016) and had been**
16 **re-sold by Rosehill to a third party buyer within that time period.**

17 **9. That the Notice of Pendency of Action that was recorded and which the title company**
18 **provided to Rosehill, has no case number or department number on it. See **Exhibit 1.****

19 10. Good and valuable consideration was paid by Rosehill at the Trustee's Sale for purchase
20 of the property on October 13, 2016 and it remains the due and lawful owner of the subject property
21 since that time.
22

23 **ARGUMENT**

24 NRS 14.015 provides that after the recordation of a Notice of Lis Pendens, the party opposing
25 the Notice may request the Court to hold a hearing upon 15 days' notice, which shall take president
26 over all other civil matters except for motions for preliminary injunction. Rosehill hereby opposes the
27 recorded Notice of Pendency of Action and seeks a hearing to expunge it. At said time and place, the
28 party filing the Lis Pendens must appear to establish to the satisfaction of the Court that the pending

1 action affects title or possession to real property, the action was not brought in bad faith or for an
2 improper motive, the party who recorded the notice will be able to perform any and all conditions
3 precedent to their relief sought, and that the party who recorded the notice will not be injured by a
4 transfer. In addition, the recording party must establish to the satisfaction of the court that it is likely to
5 prevail in the action, has a fair chance of success on the merits, and the injury described is sufficiently
6 serious that the hardship to the recording party would be greater than the hardship to the Defendant.

7 Rosehill would submit herein that the Estate can satisfy none of these criteria.

8
9 Rosehill purchased the property at a Trustee's Sale in which the amount in default at the time of
10 the sale was \$316,960.37 and Rosehill paid \$255,100.00 for the subject property at that time. See
11 **Exhibit 2.** To the knowledge of Rosehill for purposes of this motion, the Estate of Edwin John Sarge
12 has filed no action pending affecting the title to the real estate or challenging the sale by the Trustee at
13 any time. Rosehill has paid substantial and valuable consideration for the subject property and has
14 sold the property to a third party. Rosehill will be substantially damaged in the event that its current
15 sale is negatively impacted by the tardy notice of pendency of action that has been recorded against the
16 subject property. The title company has indicated that it cannot close the property and provide title
17 insurance as long as the notice of pendency of action effectively encumbers the subject property.

18 CONCLUSION

19 Well before the subject lis pendens was recorded, the property to which it has attached was
20 sold for good and valuable consideration to Rosehill, LLC. After that sale was consummated by the
21 payment of \$255,100.00 by Rosehill, the property was placed for sale and Rosehill accepted an offer to
22 purchase the subject property and opened an escrow to accomplish the sale. Rosehill awaited the
23 Trustee's Deed Upon Sale to be prepared and sent to it. That has just recently been received and will
24 be recorded promptly. That sale is scheduled to be closed on November 30, 2016.

25 Based upon the foregoing, it is respectfully request that Rosehill's motion to expunge the notice
26 of pendency of action be granted. In the event the Court is unable or unwilling to grant the motion
27 upon the pleadings, Rosehill would request that the Court set an expedited hearing as contemplated by
28

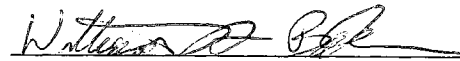
1 the statute so that, if possible, a determination can be made with regard to the notice of pendency of
2 action prior to the current escrow closing date of November 30, 2016.

3
4 **Affirmation Pursuant to NRS 239B.030**

5 The undersigned does hereby affirm that the preceding document does not contain the social
6 security number of any person.

7
8 DATED this 2nd day of November, 2016.

9
10
11 **WALSH, BAKER & ROSEVEAR**

12 

13 William A. Baker, Esq.
14 Attorneys for Plaintiffs
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CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH, BAKER & ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing document on all parties to this action by:

☐ Electronic filing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing

☐ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary course of business practices;

☒ Hand Delivery

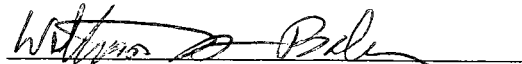
☐ Facsimile

addressed as follows:

Troy Pankopf 9460 Double R. Boulevard, #104 Reno, NV 89521 <i>Attorney for Estate of Edwin John Sarge</i>	
--	--

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day of November, 2016.


William A. Baker, an employee of
Walsh, Baker & Rosevear

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INDEX OF EXHIBITS

EX. NO.	DESCRIPTION	PAGES
1	Notice of Pendency of Action, Document No. 469390	4
2	Trustee's Deed Upon Sale	2

EXHIBIT 1

EXHIBIT 1

ER 0148

Sarges' 067

APN _____

APN _____

APN _____

RECORDED AT THE
REQUEST OF

T. Pankovf

2016 OCT 31 PM 12:21

FILE NO. 469390
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES 17.00 DEP 20

FOR RECORDER'S USE ONLY

Notice of Pendency of Action
TITLE OF DOCUMENT

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

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

Jack Hartman
Signature

Jack Hartman Realtor
Print Name & Title

WHEN RECORDED MAIL TO:

Tory Pankovf

9460 Double R Boulevard #104

Reno NV 89521

- 469390
-

ER 0149

Sarges' 068

1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

REC'D & FILED
2816 OCT 31 AM 11:10
SUSAN HERRIWEATHER
CLERK
BY ~~CLERK~~ DEPUTY

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9
10 IN AND FOR THE CARSON CITY

11 In the matter of the estate of:

12 EDWIN JOHN SARGE,

13 Deceased.

CASE NO:
DEPT NO:

14
15
16 NOTICE OF PENDENCY OF ACTION

17 PLEASE TAKE NOTICE that Petitioner, JILL SARGE, has filed a Petition to Set Aside
18 Estate, which is now pending before the above entitled Court, in the above referenced matter,
19 in the property described in the Petition to Set Aside Estate adverse to the Estate's title, or any
20 cloud on the Estate's title thereto, and concerning and affecting real property as described
21 herein.

22 All that certain real property situated in the Carson City, State of Nevada,
23 described as follows:

24 That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28,
25 Township 15 North, Range 20 East, M.D.B.&M., further described as
26 follows:

27
28 469390

Law Offices of
T. M. Pankopf PLLC
9460 Double R Boulevard
Suite 104
Reno, Nevada 89521
(775) 384-6956

- 1 -

NOTICE OF PENDENCY OF ACTION

ER 0150

Sarges' 069

Parcel 86 as shown of the Parcel Map for M. G. Stafford, Inc., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, page 1714, as Document No. 89571.

APN 010-513-07

1636 Sonoma Street, Carson City, Nevada.

The purpose of Petitioner's action, among other things, includes setting the property aside to herself and her siblings, heirs to their father's estate, such that the pending sale can be finalized and pay all of the indebtedness on the property, in full. Said sale is pending entry of the Order Granting the Petition to Set Aside and is ready to be closed.

Further, the purpose of Petitioner's action is to enforce Chapter 107 of the Nevada Revised Statutes relating to the Notice of Default recorded on said property which is defective for the notice required to be made for residential real property under NRS 107 et seq.

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 26th day of October, 2016.

T M PANKOPF PLLC

By:



TORY M. PANKOPF, ESQ. (SBN 7477)
9460 Double R Blvd., Suite 104
Reno, NV 89521
Attorney for the Estate and Petitioner

469390

469390

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

Date October 9, 1971
Susan Mariwether, City Clerk and Clerk of the First Judicial District
Court of the State of Nevada, In and for Carson City.

By [Signature] Deputy
Per N.P.S. 39 Section 6C, may be received, but in no way
affects the legality of the document.

ER 0152

Sarges' 071

EXHIBIT 2

EXHIBIT 2

ER 0153

Sarges' 072

APN No.: 010-513-07
Recording Requested by:

When Recorded Mail to:

Rosehill, LLC
6770 S. Mccarran Blvd. #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:
The grantee herein WASN'T the foreclosing beneficiary.
The amount of the unpaid debt together with costs was: **\$316,960.37**
The amount paid by the grantee at the trustee sale was: **\$255,100.00**
The documentary transfer tax is:
Said property is in the City of: **CARSON CITY**, County of **CARSON CITY**

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Rosehill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **CARSON CITY**, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.G. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**, as trustor, dated **3/4/2006**, and recorded on **4/26/2006** as Instrument No. 352840 of Official Records in the office of the Recorder of **CARSON CITY**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **9/3/2015**, instrument no **457307**, Book , Page , of Official

ER 0154

Sarges' 073

records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

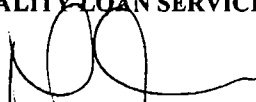
All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on **10/13/2016**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$255,100.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: **NV-15-679709-HL**

Date: **10/21/2016**

QUALITY LOAN SERVICE CORPORATION


By: Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: **California**

County of: **San Diego**

On **OCT 21 2016** before me, **Brenda A. Gonzalez** a notary public, personally appeared Nicole Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature

Brenda A. Gonzalez



ER 0155

Sarges' 074

TORY M. PANKOPF (SBN 7477)
TORY M PANKOPF, LTD
748 S Meadows Parkway, Suite 244
Reno, Nevada 89521
Telephone: (775) 384-6956
Facsimile: (775) 384-6958
Attorney for the Estates and Jill Sarge

2020 NOV 30 PM 12:33
AUSLEY ROBLATT
CLERK
BY _____ DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE CARSON CITY

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
and DOES I – X, inclusive,

Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

ZACHARY PEDERSON and MICHELLE
PEDERSON,

Plaintiff Intervenor(s)/Defendants

And Related Consolidated Cases.

DECLARATION OF JILL SARGE

I, JILL SARGE, declare and state:

1. I am the daughter of the decedents Edwin and Thelma Sarge and the record title holder of the subject property at the time of the illegal foreclosure sale. If called as a witness, I could competently testify as to all of the matters contained herein. All of the facts set forth in this

declaration are based on my own personal knowledge.

2. I would contact CMC/Nationstar on a regular basis to ascertain what my options were for retaining and/or selling the subject property. CMC/Nationstar advised me, among other things, I could or another heir could sell the subject property to another entity at a minimum sales price of 95% of the current appraised value of the subject property, if less than the outstanding balance on the loan.

3. On or about February 4, 2016, I notified CMC the heirs intended to sell the subject property. I retained Nevada Real Estate Salesperson, Ms. Amy Cowan, to list the subject property. I executed CMC's acknowledgement and returned it to CMC.

4. Neither myself nor my brother and sister have ever been served with either the NOD or NOS. QLS's affidavits of mailing aver the NOD and NOS were served on my siblings and me at the Property address and Care Law Program. However, none of us resided at the Property and are not represented by Care Law Program. I reside at 159 Empire Lane, Carson City, Nevada. I have resided there since the beginning of August 2015.

I declare, under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

AFFIRMATION

Pursuant to NRS 239B.040, this document does not contain the Social Security Number of any person.

Dated: November 27, 2020

s/ JILL SARGE
JILL SARGE

1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

2020 NOV 30 PM 12:33

AUBREY RIVLATTI
CLERK

BY _____
DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

CASE NO: 16 RP 00009 1B
DEPT NO: I

13 Plaintiffs,

Consolidated with Case Nos.:

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

16 PBT 00107 1B and
16 PBT 00108 1B

17 Defendant(s).

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenor(s)/Defendants

21 And Related Consolidated Cases.
22

23 **DECLARATION OF TORY M. PANKOPF**

24 I, TORY M PANKOPF, declare and state:

25 1. I am the attorney representing the Estates of Edwin and Thelma Sarge, and Jill
26 Sarge. I am a member in good standing of the State Bar of Nevada and licensed to practice law
27 before all the courts of this state. If called as a witness, I could competently testify as to all the
28

1 matters contained herein. All the facts set forth in this declaration are based on my own personal
2 knowledge.

3 2. Filed concurrently with the opposition to motion for summary judgment as Exhibit
4 "9" is a true and correct copy of the October 6, 2016 letter sent to QLS by me on behalf of
5 Plaintiffs.

6 3. In response to my letter, QLS postponed the sale to the following week i.e.,
7 October 13, 2016 and, on that day, foreclosed on the subject property.

8 I declare, under penalty of perjury under the laws of the State of Nevada that the foregoing
9 is true and correct.

10 **AFFIRMATION**

11 Pursuant to NRS 239B.040, this document does not contain the Social Security Number
12 of any person.

13 Dated: November 27, 2020

14
15 s/ TORY M. PANKOPF
16 TORY M. PANKOPF, ESQ.
17
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27
28

James M. Walsh, Esq.
Nevada State Bar No. 796.
Walsh & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 762-5818
Email: jmwalth@wbri.net
Attorney for Rosehill, LLC

**IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY**

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

vs.

QUALITY LOAN SERVICE CORPORATION and
DOES I – X, inclusive,

Defendants.

In the Matter of the Estate of:

THELMA AILENE SARGE,

Decedent.

In the Matter of the Estate of:

EDWIN JOHN SARGE,

Decedent.

Case No.: 16 RP 0009 1B

Dept. No: I

Consolidated With Case No.:

16 PBT 00107 1B and
16 PBT 00108 1B

MOTION TO DISMISS

COMES NOW, Defendant, Rosehill, LLC, by and through its counsel, James M. Walsh, Esq. of Walsh, Baker & Rosevear, and moves this Court for an order dismissing Plaintiffs Complaint for Reentry filed on October 31, 2016, pursuant to the provisions of NRCP 12(b)(5) for failure to state a claim upon which relief may be granted.

STATEMENT OF FACTS

1 Plaintiff, the Estate of Thelma Ailene Sarge and Edwin John Sarge, having filed their complaint
2 for "reentry" contending the foreclosure sale conducted by Quality Loan Service on or about October 13,
3 2016 was in some manner defective.

4 Rosehill, LLC, was the successful bidder at that sale, paying the sum of \$255,100 for the real
5 property at issue herein, that being, 1636 Sonoma Street, Carson City, Nevada. Plaintiff apparently
6 contending that the foreclosure sale was defective for lack of notice to the estate.

7 The Deed of Trust in question herein, was recorded by Edwin J. Sarge and Thelma A. Sarge,
8 Trustees of the Sarge Trust dated March 28, 1988, recorded April 26, 2006 as Document No. 352840,
9 Official Records of Carson City. A true and correct copy of said Deed of Trust is attached hereto as
10 **Exhibit 1.**

11 It is unknown when the Sargeses passed away, but on September 2, 2015, the Sargeses being in
12 default under the terms and conditions of the Deed of Trust, a Notice of Breach and Default and of
13 Election to Cause Sale of Real Property under Deed of Trust was recorded by Quality Loan Corporation.
14 A true and correct copy of the Notice of Breach and Default and of Election to Cause Sale of Real
15 Property under Deed of Trust recorded September 22, 2015 as Document No. 457307, Official Records
16 of Carson City, is attached hereto as **Exhibit 2.**

17 Thereafter, on or about August 29, 2016, Quality Loan Corporation did properly record a Notice
18 of Trustee's Sale as Document No. 467446, Official Records of Carson City. A true and correct copy of
19 said Notice of Trustee's Sale is attached hereto as **Exhibit 3.**

20 At the duly noticed trustee's sale, as indicated, Rosehill, LLC was the successful bidder in the
21 amount of \$255,100, and a Trustee's Deed Upon Sale was issued to Rosehill, LLC and recorded
22 November 2, 2016, as Document No. 469496, Official Records of Carson City Recorder. A true and
23 correct copy of said Trustee's Deed Upon Sale is attached hereto as **Exhibit 4.**

24 Plaintiff brought the instant action and recorded a Lis Pendens against the subject property.

25 On or about November 2, 2016, Rosehill moved to expunge the Lis Pendens, and after hearing
26 December 5, 2016, this Court entered its order expunging the Lis Pendens. At such hearing, the Court
27 indicated that Plaintiff having failed to meet the requirements of NRS 14.015, that Rosehill's title had a
28 priority from the date of the Deed of Trust in 2006, that Plaintiffs had failed to meet their burden to line

1 provide any evidence that a default did not exist under the terms and conditions of the Deed of Trust at
2 the time of foreclosure, that Plaintiffs produced no evidence of a tender of the amounts due and owing
3 under the Deed of Trust and that the provisions of NRS 107.080 required no notice to the estate or the
4 beneficiaries.

5 After expunging of the Lis Pendens, Rosehill transferred the subject property by Grant Bargain
6 and Sale Deed to Zachary and Michele Pedersen. Said Deed was dated December 13, 2016 and recorded
7 December 15, 2016, as Document No. 470725, Official Records of Carson City Recorder. It is the
8 Pedersens that Plaintiff now seek to make part of this action, apparently in an attempt to harass Pedersen,
9 Rosehill and gain reentry to the property. A true and correct copy of the Grant, Bargain and Sale Deed
10 is attached hereto as **Exhibit 5**.

11 **The Order Expunging the Lis Pendens was recorded with the Carson City Recorders Office**
12 **December 7, 2016 File No. 470500. Sarge sought no stay of this order pending appeal.**

13 The Sarge is Complaint is for reentry and seeks no damages or relief against Rose Hill. Rose Hill
14 as evidenced by its deed to Pedersen has no interest in the property and does not have possession of the
15 property.

16
17 Rose Hill and Quality Loan Service both filed Motions To Dismiss. Sarge's opposed the motions
18 and specifically filed a Supplemental Opposition wherein they admit that they had made an election to
19 pursue their Loss Mitigation Options under NRS 107.530. See exhibit D to the supplement. A true and
20 correct copy of the Supplement to Opposition is attached hereto marked Exhibit 6.

21
22
23
24 **ARGUMENT**

25 It is only all well plead allegations of Plaintiffs' complaint that must be taken as true, as has been
26 stated, "A reviewing court need not swallow plaintiff's invective hook, line, and sinker; bald assertions,
27 unsupportable conclusions, periphrastic circumlocutions, and the like need not be credited."
28 Massachusetts School of Law v. American Bar Association, 142 F.3d 26 (1st Cir. 1998); The Serpa

1 Corporation v. McWane Inc, 199 F.3d 6 (1st Cir. 1999); La Chappelle v. Berkshire Life Insurance, 142
2 F.3d 507 (1st Cir. 1998).

3 A court should dismiss a complaint where it fails to state a claim upon which relief can be granted.
4 NRCP 12(b)(5). “Rule 9(b)...requires a ‘showing,’ rather than a blanket assertion, of entitlement to relief.
5 Without some factual allegation in the complaint, it is hard to see how a claimant could satisfy the
6 requirement of providing not only ‘fair notice’ of the nature of the claim, but also ‘grounds’ on which the
7 claim rests.” Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 555 n.3 (2007). “Labels and conclusions”
8 or “a formulaic recitation of the elements of a cause of action” are insufficient to withstand a motion to
9 dismiss; rather, the factual allegations in the complaint “must be enough to raise a right to relief above
10 the speculative level.” Id. at 555. In other words, a complaint must state “enough facts to state a claim
11 to relief that is plausible on its face.” Id. at 570.

12 “[A] court considering a motion to dismiss can choose to begin by identifying pleadings that,
13 because they are no more than conclusions, are not entitled to the assumption of truth. While legal
14 conclusions can provide the framework of a complaint, they must be supported by factual allegations.”
15 The Supreme Court in Ashcroft v. Iqbal, 556 U.S. ___, 129 S.Ct. 1937, 1950 (2009). If a court finds
16 that a complaint contains “well-pleaded factual allegations” after eliminating conclusory allegations from
17 consideration, “a court should assume their veracity and then determine whether they plausibly give rise
18 to an entitlement to relief.” Id.

19 “Determining whether a complaint states a plausible claim for relief will...be a context-specific
20 task that requires the reviewing court to draw on its judicial experience and common sense.” Iqbal, 129
21 S.Ct. at 1950. “Where a complaint pleads facts that are ‘merely consistent with’ a defendant’s liability,
22 it ‘stops short of the line between possibility and plausibility of entitlement to relief.’” Id. (internal
23 quotation marks and citation omitted). In other words, Plaintiffs bear the burden of pleading facts
24 sufficient to defeat all of the “more likely explanations” for a defendant’s conduct which were not
25 unlawful. See id. at 1951 (finding that plaintiffs complaint failed to state a plausible claim, where the
26 allegations of unlawful conduct were found less than plausible in the face of an “obvious alternative
27 explanation” for the challenged conduct) (quoting Twombly, 550 U.S. at 567).

FAILURE TO STATE A CLAIM

Rosehill's title and that of its successor in interest, the Pedersens, is derivative and has the priority of the Deed of Trust foreclosed on by Quality Loan Corporation. That Deed of Trust was dated March 4, 2006, recorded April 26, 2006. This relation back of priority of the Trustee's Deed extinguishes any claims, liens or encumbrances with regard to the real property after April 26, 2006 in favor of the purchaser Rosehill and its successors in interest. United States of America v. Real Property at 2659 Roundhill Dr., Alamo, CA, 194 F.3d 1020 (9th Cir. 1999). It is clear therefrom that any claims or interest of Sarge, the Sarge Estate or any interest arriving therefrom were extinguished by the Quality Loan Corporation foreclosure.

Plaintiffs attempts to disparage the foreclosure are equally unavailing. Chapter 107 of the Nevada Revised Statutes, foreclosure provisions, contain no requirements of additional notice to estates or beneficiaries.

Plaintiffs Complaint is equally flawed in that they failed to allege and did not state any requisite claim for wrongful foreclosure. In order to maintain a claim for wrongful foreclosure, Plaintiffs must establish that there was no default on the payment obligation at the time of the foreclosure. Collins v. Union Fed. Sav. & Loan Ass'n, 662 P.2d 610, 623, 99 Nev 284 (1983). Hughes v. Wells Fargo Bank, NA., No. CV-09-2496-PHX-MHM, 2009 WL 5174987, at *2 (D. Ariz. Dec. 18, 2009) (plaintiffs unlikely to succeed on merits of wrongful foreclosure claim because they "freely admit that their loan is in default"); Contreras v. US Bank as Trustee for CSMC Mortgage Backed Pass-Through Certificates, Series 2006-5, No. CV-09-0137-PI-IX-NVW, 2009 WL 4827016, at *6 (D. Ariz. Dec. 15, 2009) (dismissing claim where "Plaintiffs admit they were in default") Compare Herring v. Countrywide Home Loans, Inc., No. CV 06-2622-PHX-PGR, 2007 WL 2051394, at *5 (D. Ariz. July 13, 2007) (plaintiff could maintain claim because she "cured any defaults" by entering into modification plan).

Plaintiffs also fail to make any allegation of tender. This is also a prerequisite to the claim. Since the action attacking the foreclosure sale sounds in equity, a trustor seeking to set aside the sale is required to due equity before the court will exercise any equity powers. Therefore, precedent to an action by the trustor to set aside the Trustee's sale as voidable, the trustor must pay or offer to pay the secured debt, or at least all delinquencies and costs due for redemption, if there be one. See, Miller & Starr California

1 Real Estate 4th Ed. § 13:256, Abdallah v. United Savings Bank, 51 Cal. Rptr. 2d. 286 (1st. Dist. 1996),
2 and FBCI RE-HAB 01 v. E & G Investments, Ltd., 207 Cal. App. 3d. 1018, 255 Cal. Rptr. 157 (1989).

3
4 **NRS 14.017 and NRS 107.560 BFP PROTECTION**

5
6
7 The Pedersen's and Rosehill's title is also protected by NRS 14.017. The statute provides in
8 pertinent part:

9
10 Upon... the recordation of a certified copy of a court order for the
11 cancellation of a notice of the pendency of such an action with the
12 recorder of the county in which the notice was recorded, each person
13 who thereafter acquires an interest in the property as a purchaser,
14 transferee, mortgagee or other encumbrancer for valuable consideration
15 , except a party to the action who is not designated by a fictitious name
16 at that time of the withdrawal or order of cancellation, shall be deemed
17 to be without knowledge of the action or any matter, claim or allegation
contained therein, irrespective of whether the person has or at any time
had actual knowledge of the action... (2) the purpose of this section
is to provide for the absolute and complete transferability of real
property after the withdrawal or cancellation of a notice of the pendency
of an action affecting the property.

18 The order of cancellation was recorded December 7, 2016 and at that time Pedersen's were not
19 parties to this action. Based upon the statute they have presumptive status as bona fide purchasers and
20 Sarges claims as to them must fail.

21
22 Sarge is reliance upon the notice requirements of NRS 107.080 are misplaced. Sarge has admitted
23 that long before the foreclosure occurred in October 2016 that they had been in communication with
24 Champion Mortgage to pursue their Loss Mitigation Options pursuant to NRS 107.530. In fact as noted
25 Jill Sarge on February 4, 2016 executed a Loss Mitigation Option Acknowledgment wherein she elected
26 to short sale of the property. See exhibit D to the Supplement to Opposition to Motion To Dismiss
27 Complaint. Previously attached hereto as Exhibit 6.

1 Once Sarge made this election her remedies became exclusively the provisions of NRS 107.560.
2 If the lender pursues foreclosure the sole remedy of Sarge was to enjoin the sale. If Sarge allowed the
3 sale to go forward, as happened here, there remedy is solely against the bank as set forth in (2) of the
4 statute. (4) of the statute provides a safe haven for any purchaser at the foreclosure sale. It states “a
5 violation of NRS 107.400 to 107.560, inclusive, does not affect the validity of a sale to a bona fide
6 purchaser for value...” During this period time Sarge was represented by current counsel who was in
7 communication with the lender’s representatives specifically about the foreclosure schedule. See Sarge’s
8 Opposition to Motion to Dismiss complaint filed December 30, 2016 at p. 3 line 15 wherein Sarge states

9
10 “Counsel for the Estates notified the trustee it had failed to serve
11 The NOD and NOS on the Estates and demanded it cease and desist
12 from foreclosing on the property...”

13 Based upon the foregoing it is respectfully requested that the complaint be dismissed.
14

15
16 **Affirmation Pursuant to NRS 239B.030**

17 The undersigned does hereby affirm that the preceding document does not contain the social
18 security number of any person.

19 DATED this 21st day of November, 2020. **WALSH & ROSEVEAR**

20 /s/ James M. Walsh

21 JAMES M. WALSH, ESQ.
22 Attorneys for Rosehill, LLC
23
24
25
26
27
28

1 CERTIFICATE OF SERVICE

2 I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH &
3 ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in,
4 this action. On this date, I caused to be served a true and correct copy of the foregoing document on all
parties to this action by:

5 xx Placing an original or true copy thereof in a sealed envelope placed for collection and
6 mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary
7 course of business practices;

8 Hand Delivery

9 email

10 addressed as follows:
11

12 Tory M. Pankopf
13 T M Pankopf Ltd
14 748 South Meadows Pkwy. Ste 244
15 Reno, Nevada 89521
16 Attorneys for Estate and Petitioner

17 Kristin A. Schuler-Hintz
18 9510 W. Sahara Ave. Ste 200
19 Las Vegas, NV 89117
20 Attorney for Quality Loan Service

21 Mathew Dayton, Esq
22 McCarthy & Holthus LLP
23 9510 W. Sahara Ave Ste 200
24 Las Vegas, NV 89117

25 I declare under penalty of perjury that the foregoing is true and correct.

26 Executed this 23rd day of November, 2020.

27 /s/ James M. Walsh

28 Walsh & Rosevear

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INDEX OF EXHIBITS

EX. NO.	DESCRIPTION	PAGES
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5	Grant, Bargain and Sale Deed	3
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EXHIBIT 1

EXHIBIT 1

RECORDING REQUESTED BY:
ALLIANCE TITLE COMPANY
Prepared by
11473444-406-SKEW
REGARD THE RETURN TO:
SEATTLE MORTGAGE COMPANY
691 108TH AVENUE NE, #700
BELLEVUE, WASHINGTON 98004

MAIL STATEMENT OF TAXES TO:
EDWIN J. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701

RECORDED AT THE
REQUEST OF

Lenders First Choice
2006 APR 26 AM 11:26

FILE NO. 352840
ALAN SLOVER
CARSON CITY RECORDER
FEE: 49.00 PER 300

Parcel Number: 010-513-07

47-504771

[Space Above This Line For Recording Date]

State of Nevada RETURN TO RECORDING DEPT

Lenders First Choice

1850 Royal Avenue

Simi Valley, CA 91354

4371395

331-1240499-952/255

ADJUSTABLE RATE
HOME EQUITY CONVERSION DEED OF TRUST

NOTICE: This Deed of Trust is governed by the provisions of Nevada Revised Statutes 106.300 to 106.400.

THIS DEED OF TRUST ("Security Instrument") is made on **MARCH 04, 2006**. The grantor is
EDWIN J. SARGE AND THELMA A. SARGE, TRUSTEES OF THE SARGE TRUST DATED MARCH 28, 1988

whose address is **1636 SONOMA STREET,
CARSON CITY, NV 89701**

("Borrower"). The trustee is **NORTHWEST TRUSTEE SERVICES, INC, 3535 FACTORIA BLVD SE #220,
BELLEVUE, WA 98009**

("Trustee"). The beneficiary is **SEATTLE MORTGAGE COMPANY**

organized and existing under the laws of **THE STATE OF WASHINGTON**, which is
and whose address is **190 QUEEN ANNE AVENUE NORTH, SUITE 500, SEATTLE, WASHINGTON 98109**

("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

FOUR HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100 -----

(U.S. \$ **454,575.00**); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on

MAY 24, 2071. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **CARSON CITY**
County, Nevada:

XE02 : 05/02

Page 1

352840

ER 0170

Legal description attached hereto as Exhibit A and by their reference
made a part hereof. LHM 0010-513-07

which has the address of **1636 SONOMA STREET**

CARSON CITY
[City]

NEVADA
[State]

[Street]

89701
[Zip Code]

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. 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 and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (ii) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (ii) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **8 MONTHS** from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **8 MONTHS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure

proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(e) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens. 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successor and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option, and without further demand, may invoke 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 Paragraph 20, 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 to 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.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of **6.2200 %** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **June, 2006**, and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above **SIXTEEN AND 220/1000** percent (**16.22000 %**).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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. Cure Period. The cure period that will be provided to Borrower pursuant to Sections 15(D) and 22 of this Security Instrument shall be 35 days.

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26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- ☐ Condominium Rider ☐ Shared Appreciation Rider ☐ Planned Unit Development Rider
☐ Other (Specify)

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

Witnesses:

Edwin J. Sarge
Edwin J. Sarge (Seal)
-Borrower

Thelma A. Sarge
Thelma A. Sarge (Seal)
-Borrower

Edwin J. Sarge TRUSTEE
Edwin J. Sarge, as Trustee (Seal)
-Borrower

Thelma A. Sarge Trustee
Thelma A. Sarge, as Trustee (Seal)
-Borrower

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[Space Below This Line For Acknowledgment]

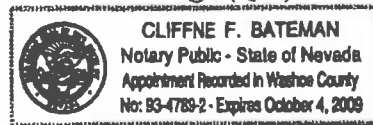
STATE OF NEVADA, CARSON CITY COUNTY SS:

On MARCH 04, 2006, personally appeared before me, a notary public (or judge or other authorized person, as the case may be),

EDWIN J SARGE and THELMA A. SARGE

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that THEY executed the instrument.

Cliff F. Bateman
(Signature)
Cliff F. Bateman



352840

EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CARSON CITY,
STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION
28, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. & M., FURTHER
DESCRIBED AS FOLLOWS:

PARCEL 86 AS SHOWN ON THE PARCEL MAP FOR M.G. STAFFORD, INC.,
FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF CARSON CITY,
NEVADA ON AUGUST 22, 1989, BOOK 6, PAGE 1714, AS DOCUMENT NO.
89571.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY
ASSESSOR AS 010-513-07; SOURCE OF TITLE IS DOCUMENT NO. 109241
(RECORDED 12/17/90)

352840

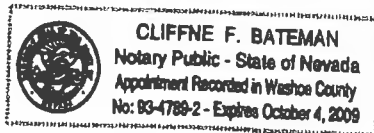
ALL-PURPOSE ACKNOWLEDGMENT

State of Nevada
 County of Carson City } ss.

On March 04, 2006 before me, CLIFFNE F. BATEMAN Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared EDWIN J. SARGE and THELMA A. SARGE
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Cliffne F. Bateman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Loan No. 4371395

Title or Type of Document: DEED OF TRUST

Document Date: MARCH 04, 2006 Number of Pages: 9

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: EDWIN J. SARGE, THELMA A. SARGE

- ☒ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☒ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

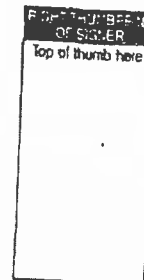


EXHIBIT 2

EXHIBIT 2

APN(s): 010-513-07
Recording requested by:
Title 365
When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

RECORDED AT THE REQUEST OF
SPL INC.
09/02/2015 08:03AM
FILE NO. 457307
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$221.00 DEP LRD

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Thank you,
Ellene Barnett, Assistant Secretary

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: that Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 3/4/2006, executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as Trustor, to secure certain obligations in favor of Seattle Mortgage Company, as beneficiary, recorded 4/26/2006, as Instrument No. 352840, of Official Records in the Office of the Recorder of CARSON CITY County, Nevada describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of \$454,575.00.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE

Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

TS No.: NV-15-679709-HL

457307
ER 0182

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

Champion Mortgage Company
Contact: Loss Mitigation Loss Mitigation
Department: Loss Mitigation
Phone: 855-683-3095
Toll Free: 855-683-3095

You may wish to consult a credit-counseling agency to assist you. The following are three local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>; Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.sevrha.org> and National Council on Aging (NCOA), 702-333-1038, www.bteamrage.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT
AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):

THELMA A. SARGE, EDWIN J. SARGE

Trustee Name and Address:

Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:

1636 SONOMA STREET, CARSON CITY,
NV 89701

Deed of Trust Document:

Instrument No. 352840

STATE OF Texas)
COUNTY OF Dallas) ss:

The affiant, Tacorreyon Shorter, being first duly sworn upon
oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

APN: 010-513-07
File No.: NV-15-679709-111

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	8950 Cypress Waters Blvd. Coppell, TX 75019

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The Beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or

borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855) 683-3095.

11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/8/2007; 3/13/2012*	370690; 420270*	Seattle Mortgage Company	BANK OF AMERICA, N.A.
11/19/2012	428362	BANK OF AMERICA, N.A.	CHAMPION MORTGAGE COMPANY

*Based upon a review of the recorded documents, it appears that this recording is corrective/duplicative and thus, it would not have conveyed a beneficial interest. It is being included here for transparency.

Signed By: 8/26/15
Print Name: Tacorreyon Shorter
Assistant Secretary

Dated: August 26, 2015

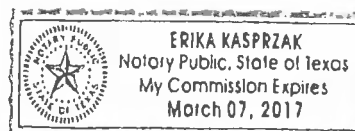
STATE OF Texas)
COUNTY OF Dallas) ss:

On this 26th day of August, 2015, personally appeared before me, a Notary Public, in and for said County and State, Tacorreyon Shorter, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Erika Kasprzak
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

APN: 010-513-07
File No.: NV-15-679709-HL

-3-



457307
ER 0186

NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)

Borrower(s): THELMA A. SARGE, EDWIN J. SARGE
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701
Trustee Sale Number: NV-15-679709-HL

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. ☐ The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2); or
2. ☒ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence; or
3. The requirements of NRS 107.510 do not apply, because:
 - a. ☐ The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. ☐ The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - c. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. ☐ The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were sent and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number. NV-15-679709-HL
Page 2

Nationstar Mortgage LLC d/b/a Champion Mortgage
Company

Dated: 8/11/15

MVS 8/11/15
Signature of Agent or Employee

Justin Smith Assistant Secretary
Printed Name of Agent or Employee

Dated:

8/31/15

Quality Loan Service Corporation, as Trustee

[Handwritten Signature]

By: Ellene Barnett, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

AUG 31 2015

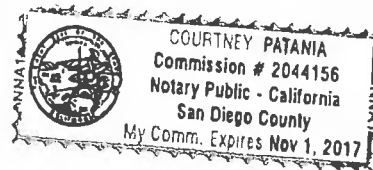
On 8/31/15 before me, COURTNEY PATANIA
personally appeared Ellene Barnett who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

[Handwritten Signature]
Signature



COURTNEY PATANIA

TS No.: NV-15-679709-HL

457307
ER 0189

EXHIBIT 3

EXHIBIT 3

APN No.: G10-S13-07
Recording requested by:
Title 65
When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

RECORDED AT THE REQUEST OF
SFL, INC.
08/29/2016 08:05AM
FILE NO. 467446
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP 311

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/4/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988

Recorded: 4/26/2006 as Instrument No. 352840 of Official Records in the office of the Recorder of CARSON CITY County, Nevada;

Date of Sale: 10/6/2016 at 2:00 PM

Place of Sale: At the Carson City Courthouse Located at 885 East Musser Carson City, Nevada, 89701

Amount of unpaid balance and other charges: \$313,917.28

The purported property address is: 1636 SONOMA STREET, CARSON CITY, NV 89701

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No: NV-15-679709-JHL

Date: 8/25/2016

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 702-382-2747 or Login to:
https://www.nevadalegalnews.com/trustee_sales/index.php
TS No. : NV-15-679709-HL
Reinstatement Line: 619-645-7711

Quality Loan Service Corp. by: Ronald Alonzo, Assistant Secretary.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

On AUG 25 2016 before me, Brenda A. Gonzalez
personally appeared Ronald Alonzo a notary public,
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature Brenda A. Gonzalez

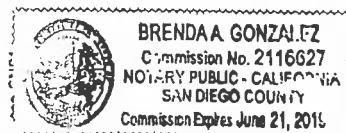


EXHIBIT 4

EXHIBIT 4

APN#: 010-513-07

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 084561-DJA

When Recorded Mail To:
Rosell, LLC
6770 S. McCarran Blvd. #202
Las Vegas, NV 89109

RECORDED AT THE REQUEST OF
ETRCO, LLC
11/02/2016 02:03PM
FILE NO. 469496
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 LPP RMH

Mail Tax Statements to: (deeds only)
same as above

(space above for Recorder's use only)

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

Signature


Diane J. Allen

Escrow Officer

This document is being
recorded as an
accommodation only.

Trustee's Deed Upon Sale

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

APP No. 000-413-07
Forwarding Recipient's:

When Recorded Mail to:

Rosehill, LLC
6770 S McCannan Blvd. #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NY-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:
The grantee herein WASN'T the foreclosing beneficiary.
The amount of the unpaid debt together with costs was: \$316,960.37
The amount paid by the grantee at the trustee sale was: \$255,100.00
The documentary transfer tax is: ~~\$446.45~~ **45**
Said property is in the City of: **CARSON CITY**, County of **CARSON CITY**

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Rosehill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **CARSON CITY**, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.G. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **Edwin J. Sarge and Thelma A. Sarge**, Trustees of the Sarge Trust dated March 28, 1988, as trustor, dated 3/4/2006, and recorded on 4/26/2006 as Instrument No. 352840 of Official Records in the office of the Recorder of **CARSON CITY**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 9/3/2015, instrument no 457307, Book , Page , of Official

ER 0196

469496

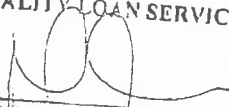
records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on 10/13/2016. Grantor, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$255,100.00, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TS No.: NV-15-679709-HL

Date: 10/21/2016

QUALITY LOAN SERVICE CORPORATION

By: 
By: Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

On OCT 21 2016 before me, Brenda A. Gonzalez, a notary public, personally appeared Nicole Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

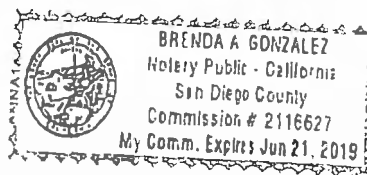
I certify under **PENALTY OF PERJURY** under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature


Brenda A. Gonzalez



ER 0197

469496

EXHIBIT 5

EXHIBIT 5

APN#: 010-513-07
RPTT: \$1,170.00

Recording Requested By:
Western Title Company
Escrow No.: 084331-CAL
When Recorded Mail To:
Zachary Pedersen and Michelle
Pedersen
1636 Sonoma Street
Carson City, NV 89701

RECORDED AT THE REQUEST OF
ETRCO, LLC
12/15/2016 10:19AM
FILE NO.470725
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

Mail Tax Statements to: (deeds only)
Same as Above

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

Signature Carrie Lindquist
Carrie Lindquist Escrow Officer

Grant, Bargain, and Sale Deed

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

470725
ER 0199

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rosehill, LLC, a Nevada Limited Liability Company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Zachary Pedersen and Michelle Pedersen, husband and wife as joint tenants

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Carson City, County of Carson City State of Nevada bounded and described as follows:

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

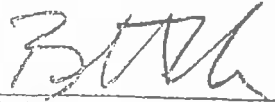
That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B.&M., further described as follows:

Parcel 86 as shown on the Parcel Map for M. G. STAFFORD, INC., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, Page 1714, as Document No. 89571.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 12/13/2016

Rosehill, LLC



By Brett Nelson, Manager

STATE OF Nevada
COUNTY OF Carson City
This instrument was acknowledged before me on
December 13, 2016

} ss

By Brett Nelson



Notary Public



EXHIBIT 6

EXHIBIT 6

REC'D & FILED

2017 JAN -6 PM 4:45

SUSAN HERRIWEITER
CLERK

BY DEPUTY

1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR THE CARSON CITY

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 -v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I - X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated With Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 In the Matter of the Estate Of:

19 THELMA AILENE SARGE,

20 Decedent.

21 In The Matter Of The Estate Of:

22 EDWIN JOHN SARGE,

23 Decedent.

24 SUPPLEMENT TO OPPOSITION TO MOTION TO DISMISS COMPLAINT

25 The Estates of Edwin John Sarge and Thelma Ailene Sarge (collectively "Estates" or
26 "Decedents"), by and through the proposed executrix, Jill Sarge ("Executrix"), by and through

27 Law Offices of
28 T. M. Pankopf PLLC
9460 Double R Boulevard
Suite 104
Reno, Nevada 89521
(775) 384-6956

1 her attorney, Tory M. Pankopf of the Law Offices of T M Pankopf, PLLC, supplement their
2 opposition to Defendant's, Quality Loan Services Corporation ("QLS"), motion to dismiss the
3 complaint ("Motion")("Opposition") filed on December 30, 2016, as follows:

4 Shortly after Executrix's mother passed away on April 28, 2015, she contacted
5 Champion Mortgage Company ("CMC") and advised it of the passing of her mother. Filed
6 concurrently herewith is the supplemental declaration of Jill Sarge ("Supp. Sarge Dec."). CMC
7 avers it is the beneficiary of the deed of trust QLS foreclosed. See QLS's Exhibit "8" attached
8 to its Motion at paragraph 6, page 2, of the affidavit of authority to exercise the power of sale
9 which follows the notice of default and election to sell ("NOD"). CMC substituted QLS in as
10 the trustee of the deed of trust for the purpose of foreclosing on the subject property. See QLS's
11 Exhibit "7". CMC, which is a fictitious business name for Nationstar Mortgage, LLC, directed
12 QLS to record and serve the NOD. See QLS's Exhibit "8".

13 The Executrix advised CMC her mailing and physical address is 159 Empire Lane,
14 Carson City, Nevada, and that all communications regarding Estates' mortgage were to be sent
15 to her at her address. See Supp. Sarge Dec. Thereafter, prior to the recording of the NOD and
16 the notice of sale ("NOS"), the Executrix began receiving correspondence addressed to the
17 Estates at the address she had given to CMC. Id. Attached hereto as Exhibit "B" is the cover
18 page of a letter dated January 23, 2016, addressed to the Estate of Thelma A. Sarge and received
19 by the Executrix at her 159 Empire Lane address. Attached hereto as Exhibit "C" is the
20 mortgage statement dated June 6, 2016, addressed to the Estate of Thelma A. Sarge and
21 received by the Executrix at her 159 Empire Lane address.

22 The Executrix would contact CMC on a regular basis to ascertain what her options were
23 for retaining and/or selling the subject property. Id. CMC advised the Executrix, among other
24 things, she or another heir could sell the subject property to another entity at a minimum sales
25 price of 95% of the current appraised value of the subject property, if less than the outstanding
26 balance on the loan. Id.

27 On or about February 4, 2016, the Executrix contacted and advised CMC the heirs
28 intended to sell the subject property. Id. The Executrix retained Nevada Real Estate

1 Salesperson, Ms. Amy Cowan, to list the subject property. Id. The Executrix executed CMC's
2 acknowledgement and returned it to CMC. Id.; Attached hereto as Exhibit "D" is a true and
3 correct copy of the acknowledgement.

4 On March 12, 2016, the Executrix received yet another of many letters from CMC dated
5 March 8, 2016, addressed to both Estates at her 159 Empire Lane address regarding options for
6 the Estates and the heirs of the Estates pertaining to the disposition of the subject property. See
7 Supp. Sarge Dec.; See Attached hereto as Exhibit "E" is a true and correct copy of the March 8,
8 2016, letter the Executrix received from CMC.

9 In the present case and as alleged in the complaint QLS caused the NOS to be recorded
10 on August 29, 2016. See QLS's Exhibit "11". Given CMC sent correspondence to the Estates
11 at the Executrix's 159 Empire Lane Address prior to the recording of the NOS, QLS and CMC
12 had actual and constructive knowledge of the address prior to the recording. Yet, QLS did not
13 serve the Estates or the Executrix at the address. See QLS's Exhibit "12".

14 In conclusion, it has been alleged in the complaint notices required by NRS 107.080(3)
15 and (4)(a) were not served on the Estates by QLS. So, just like the fact pattern in Rose v. First
16 Fed. Sav. & Loan Ass'n (1989) 105 Nev. 454, 456 [777 P.2d 1318, 1319], the Executrix filed
17 suit alleging that QLS had not complied with the statutory notice requirements of NRS 107.080
18 before conducting the trustee's sale. On appeal, the court held that notice of the time and place
19 of a trustee's sale as required by Nev. Rev. Stat. § 107.080(4) had to be served on the grantor or
20 his successor in interest in accordance with the other requirements of § 107.080(4). Having thus
21 held, the court concluded that the district court erred by upholding the trustee's sale without
22 notice to the deceased's successor in interest. Rose at 455.

23 The evidence presented by the Estates, i.e., Exhibits "B", "C", "D", and "E", establishes
24 as fact QLS had constructive knowledge of the 159 Empire Lane address prior to recording the
25 NOS and the Executrix had been communicating directly with CMC. The evidence presented
26 by QLS, i.e., Exhibits "11" and "12", establishes neither the Estates nor their executrix were
27 given prior notice of the sale.

28 Based thereon the Motion must be denied. If the court were inclined to grant the Motion,

1 then the Estates request leave to amend their complaint.
2

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

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

6 DATED: This 5th day of January, 2017.
7

8 ***T M PANKOPF PLLC***

9
10 By: /S/ TORY M. PANKOPF
11 TORY M. PANKOPF, ESQ. (SBN 7477)
12 9460 Double R Blvd., Suite 104
13 Reno, NV 89521
14 *Attorney for the Estate and Petitioner*
15
16
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EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”



Box 40724
Lansing, MI 48901-7924

Reverse Mortgage Servicing Department
P.O. Box 40724
Lansing, MI 48901-7924
(866)654-0020 Office
(866)616-2160 FAX

+ 0604733 000000479 09CRM8-0949433-003

ESTATE OF: THELMA A SARGE

159 EMPIRE LN

CARSON CITY NV 89706-0734



January 23, 2016



RE: Reverse Mortgage Loan Number 848301

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”



P.O. Box 40724
Lansing MI 48901-7924

Monthly Reverse Mortgage Statement

P.O. Box 40724
Lansing MI 48901-7924
Customer Service: (866) 654-0020
Toll Free Fax: (866) 616-2160

+ 0645524 000135969 09CRM2-0949401-001 A857

ESTATE OF: THELMA A SARGE
159 EMPIRE LANE
CARSON CITY, NV 89706-0734



Date Printed: June 06 2016

Account Number: 848301

Loan Type: HECM
Current Payment Plan: Line of Credit
Current Loan Status: Refer for Foreclosure:
Death

THIS IS NOT A BILL

Statement Period: May 01 2016 to May 31 2016

Principal Limit Information		Line-Of-Credit Information	
Original Principal Limit	\$242,136.95	Original Line-Of-Credit Reserve	\$34,510.37
+ Growth of Principal Limit	\$96,530.48	+ Growth of Line-Of-Credit	\$658.73
- Service Fee Set Aside	\$1,502.19	- Current Line-Of-Credit Loan Balance	\$7,293.94
- Current Total Loan Balance	\$309,290.08	- Repair Set Aside	\$0.00
- Repair Set Aside	\$0.00	- 1st Year Property Charges Set Aside	\$0.00
- Tax & Insurance Set Aside	\$0.00		
- 1st Year Property Charges Set Aside	\$0.00	Current Available Line-Of-Credit	\$27,875.16
Current Net Principal Limit	\$27,875.16		

Interest Rate Information

Interest Rate May 2016

as published on 03/28/2016

	MIP Rates	Index	Margin	Loan Interest Rates
May Daily Periodic Rate	0.00137%			0.00586%
May Monthly Periodic Rate	0.04167%			0.17833%
May Annual Periodic Rate	0.50000%	0.64000%	1.50000%	2.14000%

Interest Rate Change Notice

On July 01 2016, the interest rate on your adjustable rate reverse mortgage will increase from 2.08000% to 2.18000%.

Your June 01 2016 interest rate was based on an index value of 0.58000%. To determine your new interest rate going into effect on July 01 2016, we have added the current index value of 0.68000% as of May 31 2016, as made available by the Federal Reserve Board, to the agreed upon margin of 1.50000% for a total new interest rate of 2.18000%. This new rate has not been rounded to the nearest 1/8th percent. The initial interest rate on your mortgage was 6.22000%, which may not be increased beyond 16.22000% during the life of the mortgage.

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

Please see reverse side for activity details

CREDIT DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE (APR)

If you have a Home Equity Conversion Mortgage ("HECM"), the **ANNUAL PERCENTAGE RATE** for the interest portion of your **FINANCE CHARGE** may increase or decrease based upon changes in the Weekly Average Yield on United States Treasury Securities Adjusted to a Constant Maturity of One Year ("Treasury Securities Index"). Therefore, the monthly and daily periodic rates relating to the interest portion of your **FINANCE CHARGE** may vary. To determine the **ANNUAL PERCENTAGE RATE** that will apply to the interest portions of your HECM, we add a margin to the value of the Treasury Securities Index, subject to certain limitations described in your HECM loan documents. The corresponding **ANNUAL PERCENTAGE RATE** for the interest portion of the **FINANCE CHARGE** does not include costs other than interest. The historical **ANNUAL PERCENTAGE RATE** includes interest and all other **FINANCE CHARGES** that relate to your loan (e.g., origination fee).

FINANCE CHARGES

Each advance made to you under your HECM will be subject to a **FINANCE CHARGE** beginning on the day after each advance is made. A **FINANCE CHARGE** will continue to be assessed on your loan until the entire outstanding balance and all fees due under the Note(s), Security Instrument(s) and Loan Agreement are paid.

INTEREST

The interest portion of the **FINANCE CHARGE** on your HECM is computed by (i) calculating the **FINANCE CHARGE** on the balance existing at the beginning of each month, taking into consideration any payments or credits to your loan during the month, (ii) calculating the **FINANCE CHARGE** on each advance made to you during the month, and (iii) adding all of these sums together.

We start with the outstanding principal balance on your loan at the beginning of each month, which includes **FINANCE CHARGES** from the prior month (the "Previous Outstanding Principal Balance"). At the end of each month, we divide the then-current **ANNUAL PERCENTAGE RATE** by 12 (the "Monthly Periodic Rate") and multiply the result of this calculation by the Previous Outstanding Principal Balance.

If you make a payment or we receive a credit to your loan during the month, we divide the then-current **ANNUAL PERCENTAGE RATE** by 365 (the "Daily Periodic Rate") and multiply the result of this calculation by the amount of the payment or credit. We multiply the resulting amount by the number of days remaining in the month after the payment or credit was received (not including the day the payment or credit was received). We then subtract this amount from the product of the Monthly Periodic Rate and the Previous Outstanding Principal Balance.

At the end of each month in which any advances have been made to you or on your behalf, we multiply the amount of the advance by the number of days remaining in the month after that advance was made (not including the day the advance was made) and then multiply this amount by the Daily Periodic Rate. This calculation is repeated for each advance made to you during the month including, but not limited to, advances made to pay fees or **FINANCE CHARGES** on your loan.

The sum of the final result of these calculations equals the interest portion of your **FINANCE CHARGE** for the month.

MORTGAGE INSURANCE PREMIUMS ("MIP")

If you have a HECM loan, MIP, which are a **FINANCE CHARGE**, are computed by (i) calculating the MIP on the Previous Outstanding Balance, taking into consideration any payments or credits to your loan during the month, (ii) calculating the MIP on each advance to you during the month, and (iii) adding all these sums together.

At the end of the month, we divide the monthly MIP rate determined by the Department of Housing & Urban Development (HUD) by 12 (the "MIP Monthly Periodic Rate") and multiply the result of this calculation by the Previous Outstanding Principal Balance.

If you make a payment or we receive a credit to your loan during the month, we divide the monthly MIP rate determined by HUD by 365 (the "MIP Daily Periodic Rate") and multiply the result of this calculation by the amount of the payment or credit. We multiply the resulting amount by the number of days remaining in the month after the payment or credit was received (not including the day the payment or credit was received). We then subtract this amount from the product of the MIP Monthly Periodic Rate and the Previous Outstanding Principal Balance.

At the end of each month in which any advances have been made to you, we multiply the amount of the advance by the number of days remaining in the month after that advance was made (not including the day the advance was made) and then multiply this amount by the MIP Daily Periodic Rate. This calculation is repeated for each advance made to you during the month. The sum of the result of these calculations equals the MIP portion of your **FINANCE CHARGE** for the month.

MONTHLY SERVICING FEE

If your loan has a flat Monthly Servicing Fee, this fee, if applicable, equals the monthly servicing fee portion of your **FINANCE CHARGE** for the month.

BILLING RIGHTS SUMMARY

If you think your monthly statement is wrong, or if you need more information about a transaction on your statement, please write us as soon as possible to the address shown below. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and loan number.
- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

We will respond to your inquiry within 30 days of our receipt. If you have any questions, please call 1-866-654-0020.

While we investigate your question, you will not be charged for any transaction in question and interest will not accrue on any amount in question, but you will be charged for any transaction on your statement that is not in question and interest will accrue on any amount that is not in question. We also cannot take any action to collect the charge and/or amount you question.

Send notice of Error, Complaint, Request for Information, or other Qualified Written Requests to:
Champion Mortgage
PO box 612877
Dallas, TX 75261

Send repayment plan, letters of intent, supporting documents to:
Champion Mortgage
PO Box 619093
Dallas, TX 75261-9093

Send payments or payoffs to:
Champion Mortgage
PO Box 40724
Lansing, MI 48901-7924

Mortgagee Clause for insurance carrier to:
Champion Mortgage - ISA OA
PO Box 39457
Solon, OH 44139-0457

FOR QUESTIONS ON YOUR LOAN, please call Robin Rice at 1-866-654-0020 Monday-Friday, 8AM-5PM EST.

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

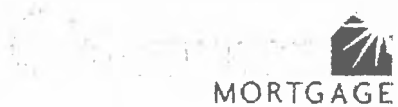
EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

848301



95% of Current Appraised Value Loss Mitigation Option Acknowledgement

Return by FAX to: 1-866-621-1036

OR

Return by Mail to: PO Box 619093, Dallas, TX 75261-9093

Whereas, Occupant/Authorized party of:

Property Address: 11636 Sonoma Street

Property City: Carson City Property State: NV Property Zip: 89701;

are currently in possession of the subject premises, and Occupant or Authorized party are interested in completing a 95% of current appraised value loss mitigation option.

- ✓ Occupant/Authorized party agrees to allow the Owner's representative access to the premises within reasonable hours for purpose of inspecting and completing property appraisal requirements.
- ✓ Occupant/Authorized party agrees to the property being secured if vacant and not being marketed for sale according to Investor guidelines. The property will remain secure until the mortgage debt is satisfied.
- ✓ Occupant/Authorized party agrees to make contact should there be assistance needed with a real estate sale professional or questions that the existing sales professional may have.
- ✓ Occupant/Authorized party understands that the process may be terminated if a Foreclosure sale date is scheduled prior to paying the mortgage debt.
- ✓ Occupant/Authorized party will provide required information regarding the type of transition being completed to either retain the property or sell the property as a loss mitigation option at a the lesser amount of 95% of the current appraised value of the property or the mortgage unpaid principal balance.

Contact Information Updates (please fill out if new or alternate contacts are available)

Name or Personal Authorized Representative	Relation to Borrower(s)	Mailing Address	Phone#	Alternate Phone#
Amy Cowan	listing agent	4450 Doble 2 Blvd Reno NV 89521	775-824-3660	775-842-3405
Stephanie Hollinger	assistant	" "	" "	" "

Jill Sarge Edwin Sarge & Thelma Sarge Jill Sarge 2/4/16
 Borrower's/Authorized Party's Printed Name Borrower's/Authorized Party's Signature Date

Co-Borrower's/Authorized Party's Printed Name Borrower's/Authorized Party's Signature Date

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not a demand for payment of the captioned debt to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”

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EXHIBIT “E”

EXHIBIT “E”



Reverse Mortgage Servicing Department

P.O. Box 619093 Dallas, Texas 75261-9093

Toll-Free Customer Service: 855-683-3095

Toll-Free Customer Fax: 866-621-1036

Toll-Free Payoff Demand Fax: 866-902-7077

03/08/2016

Estate Of THELMA A SARGE

Estate Of EDWIN J SARGE

159 Empire Lane

CARSON CITY, NV 89701

We are here to help!

Call 1-855-683-3095

RE: Loan Number: 848301
 Property Address: 1636 SONOMA STREET
 CARSON CITY, NV 89701

Dear Estate Of THELMA A SARGE and Estate Of EDWIN J SARGE

**Why am I receiving
this letter?**

Champion Mortgage received your request for information regarding satisfying the reverse mortgage loan balance for 95% of the current appraised value, if less than the outstanding balance on the loan. The mortgage will be released, and no deficiency judgment filed, if the loan balance is satisfied for at least 95% of the new appraised value, even if the outstanding loan balance is greater than the current appraised value.

You may satisfy the loan balance for 95% of the current appraised value in several ways. There are 2 options available to you and we are here to help!

Each option allows the borrower, another authorized family member, heir, or another authorized third party to satisfy the loan and retain the property.

Option 1: Retain the property in the family, or heir by obtaining financing with local lenders or financial institutions in your area in an amount equal to 95% of the current appraised value of the property, plus any interest or applicable fees/costs, and transferring the property title to that family member or heir. The financing documents (*lender endorsed loan application or approval letter, for example*) must be provided to support the request, along with Proof of Vesting (*transfer deed or probate documents, for example*) of the property title.

Option 2: Sell the property to another entity at minimum sales price of 95% of the current appraised value of the property. Sales documentation (*Sales Agreement, Property Listing Agreement, proposed HUD-1, financing documents, for example*) must be provided to support the request, along with Proof of Vesting of the property title. If you need assistance in finding a professional real estate sales agent, we can assist.

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



There are benefits to each option:

- ✓ Keep the home in the family, purchase at 95% of the current appraised value
- ✓ Prevent a foreclosure
- ✓ Save money by avoiding fees added to your loan balance

Other options available to you include:

1) If loan is in default due to Tax and/or Insurance, establish a Repayment Plan and maintain that payment plan.

2) If loan is in default due to non-occupancy, establish the property as your primary residence. Supporting documentation (*signed Occupancy Certificate, signed letter advising that you still reside in the home, two most recent utility bills (two different companies)*)

3) Complete a deed-in-lieu of foreclosure (*avoids foreclosure by allowing the party with legal authority to deed the property back over to the investor of the loan at no cost to the estate; completion of the deed-in-lieu is subject to final Investor and Servicer approval*).

Times have been difficult and help is available to you! Call today!

What if I still have questions?

You may reach our Reverse Mortgage Servicing Center at **1-855-683-3095** from 8:00 am to 8:00 pm Eastern Time, Monday through Thursday and 8:00 am to 5:00 pm Eastern Time on Friday.

Sincerely,

Champion Mortgage
NMLS# 2119



REC'D & FILED

2017 JAN -6 PM 4:45

SUSAN MERRIWETHER
CLERK

BY _____ REPORT

1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I - X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated With Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 In the Matter of the Estate Of:

19 THELMA AILENE SARGE,

20 Decedent.

22 In The Matter Of The Estate Of:

23 EDWIN JOHN SARGE,

24 Decedent.

26 **SUPPLEMENT TO DECLARATION OF JILL SARGE**

27 I, Jill A. Sarge, declare and state:

28 1. I am the daughter of the decedents Edwin and Thelma Sarge. If called as a witness, I

Law Offices of
T. M. Pankopf PLLC
9460 Double R Boulevard
Suite 104
Reno, Nevada 89521
(775) 384-6956

1 could competently testify as to all of the matters contained herein. All of the facts set forth in
2 this declaration are based on my own personal knowledge.

3 2. Shortly after my mother passed away on April 28, 2015, I contacted Champion
4 Mortgage Company ("CMC") and advised it of the passing of my mother.

5 3. CMC advised me it is the beneficiary of the deed of trust securing the note on the subject
6 property and which QLS foreclosed.

7 4. I advised CMC my mailing and physical address is 159 Empire Lane, Carson City,
8 Nevada, and that all communications regarding the Estates' mortgage were to be sent to me at
9 my address. I began receiving correspondence from CMC addressed to the Estates at my
10 address prior to the recording of the notice of default and election to sell ("NOD") and the
11 notice of sale ("NOS") by QLS.

12 5. Attached to the supplement to the Estates' opposition as Exhibit "B" is the cover page of
13 a letter dated January 23, 2016, addressed to the Estate of Thelma A. Sarge and received by my
14 at my 159 Empire Lane address.

15 6. Attached to the supplement to the Estates' opposition as Exhibit "C" is the mortgage
16 statement dated June 6, 2016, addressed to the Estate of Thelma A. Sarge and received by me at
17 my 159 Empire Lane address.

18 7. I would contact CMC on a regular basis to ascertain what my options were for retaining
19 and/or selling the subject property. CMC advised me, among other things, I could or another
20 heir could sell the subject property to another entity at a minimum sales price of 95% of the
21 current appraised value of the subject property, if less than the outstanding balance on the loan.

22 8. On or about February 4, 2016, I notified CMC the heirs intended to sell the subject
23 property. I retained Nevada Real Estate Salesperson, Ms. Amy Cowan, to list the subject
24 property. I executed CMC's acknowledgement and returned it to CMC.

25 9. Attached to the supplement to the Estates' opposition as Exhibit "D" is a true and correct
26 copy of the acknowledgement I executed and returned to CMC.

27 10. On March 12, 2016, I received yet another of many letters from CMC dated March 8,
28 2016, addressed to both Estates at my 159 Empire Lane address regarding options for the

1 Estates and the heirs of the Estates pertaining to the disposition of the subject property.
2 11. Attached to the supplement to the Estates' opposition as Exhibit "E" is a true and correct
3 copy of the March 8, 2016, letter I received from CMC.

4 I declare, under penalty of perjury under the laws of the State of Nevada that the
5 foregoing is true and correct.

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

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

9
10 DATED: This 5th day of January, 2017.

11 s/Jill A. Sarge
12 JILL A. SARGE
13 Declarant
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James M. Walsh, Esq.
Nevada State Bar No. 796.
Walsh & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 853-0883
Email: jmw Walsh@wbri.net
Attorney for Pedersen

**IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY**

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

vs.

QUALITY LOAN SERVICE CORPORATION and
DOES I – X, inclusive,

Defendants.

In the Matter of the Estate of:

THELMA AILENE SARGE,

Decedent.

In the Matter of the Estate of:

EDWIN JOHN SARGE,

Decedent.

Case No.: 16 RP 0009 1B

Dept. No: I

Consolidated With Case No.:

16 PBT 00107 1B and
16 PBT 00108 1B

AMENDED MOTION FOR SUMMARY JUDGMENT

COMES NOW, Plaintiffs in Intervention ZACHARY AND MICHELLE PEDERSEN ("PEDERSEN"), by and through their counsel, James M. Walsh, Esq. of Walsh & Rosevear, and amends their motion for an order granting judgment on Plaintiffs Complaint, pursuant to the provisions of NRCPS 56.

STATEMENT OF FACTS

1 Plaintiff, the Estate of Thelma Ailene Sarge and Edwin John Sarge, having filed their complaint
2 for "reentry" contending the foreclosure sale conducted by Quality Loan Service on or about October 13,
3 2016 was in some manner defective.

4 Rosehill, LLC, was the successful bidder at that sale, paying the sum of \$255,100 for the real
5 property at issue herein, that being, 1636 Sonoma Street, Carson City, Nevada. Plaintiff apparently
6 contending that the foreclosure sale was defective for lack of notice to the estate.

7 The Deed of Trust in question herein, was recorded by Edwin J. Sarge and Thelma A. Sarge,
8 Trustees of the Sarge Trust dated March 28, 1988, recorded April 26, 2006 as Document No. 352840,
9 Official Records of Carson City. A true and correct copy of said Deed of Trust is attached hereto as
10 **Exhibit 1.**

11 It is unknown when the Sarges passed away, but on September 2, 2015, the Sarges being in default
12 under the terms and conditions of the Deed of Trust, a Notice of Breach and Default and of Election to
13 Cause Sale of Real Property under Deed of Trust was recorded by Quality Loan Corporation. A true and
14 correct copy of the Notice of Breach and Default and of Election to Cause Sale of Real Property under
15 Deed of Trust recorded September 22, 2015 as Document No. 457307, Official Records of Carson City,
16 is attached hereto as **Exhibit 2.**

17 Thereafter, on or about August 29, 2016, Quality Loan Corporation did properly record a Notice
18 of Trustee's Sale as Document No. 467446, Official Records of Carson City. A true and correct copy of
19 said Notice of Trustee's Sale is attached hereto as **Exhibit 3.**

20 At the duly noticed trustee's sale, as indicated, Rosehill, LLC was the successful bidder in the
21 amount of \$255,100, and a Trustee's Deed Upon Sale was issued to Rosehill, LLC and recorded
22 November 2, 2016, as Document No. 469496, Official Records of Carson City Recorder. A true and
23 correct copy of said Trustee's Deed Upon Sale is attached hereto as **Exhibit 4.**

24 Plaintiff brought the instant action and recorded a Lis Pendens against the subject property.

25 On or about November 2, 2016, Rosehill moved to expunge the Lis Pendens, and after hearing
26 December 5, 2016, this Court entered its order expunging the Lis Pendens. At such hearing, the Court
27 indicated that Plaintiff having failed to meet the requirements of NRS 14.015, that Rosehill's title had a
28 priority from the date of the Deed of Trust in 2006, that Plaintiffs had failed to meet their burden to

1 provide any evidence that a default did not exist under the terms and conditions of the Deed of Trust at
2 the time of foreclosure, that Plaintiffs produced no evidence of a tender of the amounts due and owing
3 under the Deed of Trust and that the provisions of NRS 107.080 required no notice to the estate or the
4 beneficiaries. Sarge did not seek any stay of the order and it was not until over six months after the sale
5 to Pedersen did Sarge file a Notice of Appeal of the dismissal. NOA filed June 14, 2017.

6 **The Order Expunging the Lis Pendens was recorded with the Carson City Records Office**
7 **December 7, 2016 File No. 470500. Sarge sought no stay of this order pending appeal.** A true and
8 correct copy of the recorded order is attached hereto marked **Exhibit 5**.

9
10 After expunging of the Lis Pendens, Rosehill sold the subject property by Grant Bargain and Sale
11 Deed to Zachary and Michele Pedersen. Said Deed was dated December 13, 2016 and recorded
12 December 15, 2016, as Document No. 470725, Official Records of Carson City Recorder. A true and
13 correct copy of the Grant, Bargain and Sale Deed is attached hereto as **Exhibit 6**.

14 Rose Hill and Quality Loan Service subsequently both filed Motions to Dismiss. Sarge's opposed
15 the motions and specifically filed a Supplemental Opposition wherein they admit that they had made an
16 election to pursue their Loss Mitigation Options under NRS 107.530. See exhibit D to the supplement.
17 A true and correct copy of the Supplement to Opposition is attached hereto marked **Exhibit 7**.

18 **ARGUMENT**

19 **Standard Governing a Motion for Summary Judgment**

20
21
22 Summary judgment is appropriate when the pleadings and admissible evidence show there is no
23 genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law. *Wood*
24 *v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). *See Celotex Corp. v. Catrett*, 477 U.S.
25 317, 330 (1986) (*citing* Fed. R. Civ. Pro. 56(c)); NRCP 56. When deciding a motion for summary
26 judgment, the evidence and any reasonable inferences drawn from it, must be viewed in a light most
27 favorable to the non-moving party. NRCP 56; *Winn v. Sunrise Hospital and Medical Center*, 128 Nev.
28

1 Adv. Op. 23 (2012). If reasonable minds could differ on material facts, summary judgment is
2 inappropriate because summary judgment's purpose is to avoid unnecessary trials when the facts are
3 undisputed, and the case must then proceed to the trier of fact. *Warren v. City of Carlsbad*, 58 F.3d 439,
4 441 (9th Cir. 1995); *see also Nw. Motorcycle Ass'n v. U.S. Dept. of Agric.*, 18 F.3d 1468, 1471 (9th Cir.
5 1994).

7 FAILURE TO STATE A CLAIM

8 Rosehill's title and that of its successor in interest, the Pedersens, is derivative and has the priority
9 of the Deed of Trust foreclosed on by Quality Loan Corporation. That Deed of Trust was dated March
10 4, 2006, recorded April 26, 2006. This relation back of priority of the Trustee's Deed extinguishes any
11 claims, liens or encumbrances with regard to the real property after April 26, 2006 in favor of the
12 purchaser Rosehill and its successors in interest. United States of America v. Real Property at 2659
13 Roundhill Dr., Alamo, CA, 194 F.3d 1020 (9th Cir. 1999). It is clear therefrom that any claims or interest
14 of Sarge, the Sarge Estate or any interest arriving therefrom were extinguished by the Quality Loan
15 Corporation foreclosure.

16 Plaintiffs attempts to disparage the foreclosure are equally unavailing. Chapter 107 of the Nevada
17 Revised Statutes, foreclosure provisions, contain no requirements of additional notice to estates or
18 beneficiaries.

19 Plaintiffs Complaint is equally flawed in that they failed to allege and did not state any requisite
20 claim for wrongful foreclosure. In order to maintain a claim for wrongful foreclosure, Plaintiffs must
21 establish that there was no default on the payment obligation at the time of the foreclosure. Collins v.
22 Union Fed. Sav. & Loan Ass'n, 662 P.2d 610, 623, 99 Nev 284 (1983). Hughes v. Wells Fargo Bank,
23 NA., No. CV-09-2496-PHX-MHM, 2009 WL 5174987, at *2 (D. Ariz. Dec. 18, 2009) (plaintiffs unlikely
24 to succeed on merits of wrongful foreclosure claim because they "freely admit that their loan is in
25 default"); Contreras v. US Bank as Trustee for CSMC Mortgage Backed Pass-Through Certificates,
26 Series 2006-5, No. CV-09-0137-PI-IX-NVW, 2009 WL 4827016, at *6 (D. Ariz. Dec. 15, 2009)
27 (dismissing claim where "Plaintiffs admit they were in default") Compare Herring v. Countrywide Home
28

1 Loans, Inc., No. CV 06-2622-PHX-PGR, 2007 WL 2051394, at *5 (D. Ariz. July 13, 2007) (plaintiff
2 could maintain claim because she “cured any defaults” by entering into modification plan).

3 Plaintiffs also fail to make any allegation of tender. This is also a prerequisite to the claim. Since
4 the action attacking the foreclosure sale sounds in equity, a trustor seeking to set aside the sale is required
5 to due equity before the court will exercise any equity powers. Therefore, precedent to an action by the
6 trustor to set aside the Trustee’s sale as voidable, the trustor must pay or offer to pay the secured debt, or
7 at least all delinquencies and costs due for redemption, if there be one. See, Miller & Starr California
8 Real Estate 4th Ed. § 13:256, Abdallah v. United Savings Bank, 51 Cal. Rptr. 2d. 286 (1st. Dist. 1996),
9 and FBCI RE-HAB 01 v. E & G Investments, Ltd., 207 Cal. App. 3d. 1018, 255 Cal. Rptr. 157 (1989).

11 **NRS 14.017 and NRS 107.560 BFP PROTECTION**

12
13 The Pedersen’s and Rosehill’s title is also protected by NRS 14.017. That statute provides in
14 pertinent part:

15
16 Upon... the recordation of a certified copy of a court order for the
17 cancellation of a notice of the pendency of such an action with the
18 recorder of the county in which the notice was recorded, each person
19 who thereafter acquires an interest in the property as a purchaser,
20 transferee, mortgagee or other encumbrancer for valuable consideration
21 , except a party to the action who is not designated by a fictitious name
22 at that time of the withdrawal or order of cancellation, shall be deemed
23 to be without knowledge of the action or any matter, claim or allegation
24 contained therein, irrespective of whether the person has or at any time
25 had actual knowledge of the action... (2) the purpose of this section
26 is to provide for the absolute and complete transferability of real
27 property after the withdrawal or cancellation of a notice of the pendency
28 of an action affecting the property.

24 **The order of cancellation was recorded December 7, 2016 (Ex. 5) and at that time Pedersen’s**
25 **were not parties to this action.** Based upon the statute they have presumptive status as bona fide
26 purchasers and Sarges claims as to them must fail.
27
28

1 Sarge's reliance upon the notice requirements of NRS 107.080 is misplaced. Sarge has admitted
2 that long before the foreclosure occurred in October 2016 that they had been in communication with
3 Champion Mortgage to pursue their Loss Mitigation Options pursuant to NRS 107.530. In fact, as noted
4 Jill Sarge on February 4, 2016 executed a Loss Mitigation Option Acknowledgment wherein she elected
5 to short sale of the property. See exhibit D to the Supplement to Opposition to Motion to Dismiss
6 Complaint, attached hereto as Exhibit 7.

7
8 Once Sarge made this election her remedies became exclusively the provisions of NRS 107.560.
9 If the lender pursued foreclosure, in violation of NRS 107.530(1), the sole remedy of Sarge was to enjoin
10 the sale. If Sarge allowed the sale to go forward, as happened here, the remedy is solely against the bank
11 as set forth in NRS 107.560(2). After recordation of the Trustee's Deed of Sale NRS 107.560(4) provides
12 a safe haven for any purchaser at the foreclosure sale. It states "a violation of NRS 107.400 to 107.560,
13 inclusive, does not affect the validity of a sale to a bona fide purchaser for value..." During this period
14 time Sarge was represented by current counsel who was in communication with the lender's
15 representatives specifically about the foreclosure schedule. See Sarge's Opposition to Motion to Dismiss
16 complaint filed December 30, 2016 at p. 3 line 15 wherein Sarge states

17
18 "Counsel for the Estates notified the trustee it had failed to serve
19 The NOD and NOS on the Estates and demanded it cease and desist
20 from foreclosing on the property..."
21

22 Based upon the foregoing it is respectfully requested that the Motion be granted.

23
24 **Affirmation Pursuant to NRS 239B.030**

25 The undersigned does hereby affirm that the preceding document does not contain the social
26 security number of any person.

27 DATED this 23rd day of November, 2020.
28

WALSH & ROSEVEAR

/s/ James M. Walsh

JAMES M. WALSH, ESQ.
Attorney for Pedersen

1 CERTIFICATE OF SERVICE

2 I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH &
3 ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in,
4 this action. On this date, I caused to be served a true and correct copy of the foregoing document on all
parties to this action by:

5 xx Placing an original or true copy thereof in a sealed envelope placed for collection and
6 mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary
7 course of business practices;

8 Hand Delivery

9 Facsimile

10
11 addressed as follows:

12 Tory M. Pankopf
13 748 South Meadows Pkwy, Ste 244
14 Reno, Nevada 89521
Attorneys for Estate and Petitioner

15 Kristin A. Schuler-Hintz
16 9510 W. Sahara Ave. Ste 200
17 Las Vegas, NV 89117
Attorney for Quality Loan Service

18 Melissa Vermillion Esq.
19 Barrett Daffin
20 7251 W. Lake Mead Blvd. Ste 300
Las Vegas, NV 89128

21 Mathew Dayton, Esq.
22 McCarthy & Holthus LLP
23 9510 W. Sahara Ave Ste.200
Las Vegas, NV 89117

24
25
26 I declare under penalty of perjury that the foregoing is true and correct.

27 Executed this 23rd day of November, 2020.
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/s/ James M. Walsh

James M. Walsh
Walsh, Baker & Rosevear

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EXHIBIT 1

EXHIBIT 1

RECORDING REQUESTED BY:
ALLIANCE TITLE COMPANY
Prepared by
11473444-406-SKE
REGISTRAR/RECORDING DEPT
SEATTLE MORTGAGE COMPANY
691 108TH AVENUE NE, #700
BELLEVUE, WASHINGTON 98004

MAIL STATEMENT OF TAXES TO:
EDWIN J. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701

RECORDED AT THE
REQUEST OF

Lenders First Choice
2006 APR 26 AM 11:26

FILE NO. 352840
ALAN BEVER
CARSON CITY RECORDER
FEES 19.00 REC 020

Parcel Number: 010-513-07

47-504771

[Space Above This Line For Recording Date]

State of Nevada RECORDING DEPT

4371395

331-1240499-952/255

Lenders First Choice
1650 Royal Avenue
Carson Valley, CA 95933

ADJUSTABLE RATE HOME EQUITY CONVERSION DEED OF TRUST

NOTICE: This Deed of Trust is governed by the provisions of Nevada Revised Statutes 106.300 to 106.400.

THIS DEED OF TRUST ("Security Instrument") is made on **MARCH 04, 2006**. The grantor is
EDWIN J. SARGE AND THELMA A. SARGE, TRUSTEES OF THE SARGE TRUST DATED MARCH 28, 1988

whose address is **1636 SONOMA STREET,
CARSON CITY, NV 89701**

("Borrower"). The trustee is **NORTHWEST TRUSTEE SERVICES, INC, 3535 FACTORIA BLVD SE #220,
BELLEVUE, WA 98009**

("Trustee"). The beneficiary is **SEATTLE MORTGAGE COMPANY**

organized and existing under the laws of **THE STATE OF WASHINGTON**, which is
and whose address is **190 QUEEN ANNE AVENUE NORTH, SUITE 500, SEATTLE, WASHINGTON 98109**

("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

FOUR HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100

(U.S. \$ **454,575.00**); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on

MAY 24, 2071. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **CARSON CITY** County, Nevada:

Legal description attached hereto as Exhibit A and by this reference made a part hereof. LEND (010-513-07

which has the address of **1636 SONOMA STREET**

CARSON CITY
[City]

NEVADA
[State]

[Street]

89701
[Zip Code]

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. 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 and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (i) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (i) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **8 MONTHS** from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **8 MONTHS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **No Deficiency Judgments.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure

proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Lien Status.

(**x**) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(**b**) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(**c**) **Prior Liens.** 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(**a**) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(**b**) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(**c**) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successor and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option, and without further demand, may invoke 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 Paragraph 20, 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 to 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.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of **6.2200 %** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **June, 2006**, and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above **SIXTEEN AND 220/1000** percent (**16.22000 %**).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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. Cure Period. The cure period that will be provided to Borrower pursuant to Sections 15(D) and 22 of this Security Instrument shall be 35 days.

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26. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- ☐ Condominium Rider ☐ Shared Appreciation Rider ☐ Planned Unit Development Rider
☐ Other (Specify)

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

Witnesses:

Edwin J. Sarge (Seal)
Edwin J. Sarge -Borrower

Thelma A. Sarge (Seal)
Thelma A. Sarge -Borrower

Edwin J. Sarge, TRUSTEE (Seal)
Edwin J. Sarge, as Trustee -Borrower

Thelma A. Sarge Trustee (Seal)
Thelma A. Sarge, as Trustee -Borrower

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[Space Below This Line For Acknowledgment]

STATE OF NEVADA , CARSON CITY COUNTY SS:

On MARCH 04, 2006 , personally appeared before me, a notary public (or judge or other authorized person, as the case may be),

EDWIN J SARGE and THELMA A. SARGE

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that THEY executed the instrument.

Cliff F. Bateman
(Signature)
Cliff F. Bateman



352840

EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CARSON CITY,
STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION
28, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. & M., FURTHER
DESCRIBED AS FOLLOWS:

PARCEL 86 AS SHOWN ON THE PARCEL MAP FOR M.G. STAFFORD, INC.,
FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF CARSON CITY,
NEVADA ON AUGUST 22, 1989, BOOK 6, PAGE 1714, AS DOCUMENT NO.
89571.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY
ASSESSOR AS 010-513-07; SOURCE OF TITLE IS DOCUMENT NO. 109241
(RECORDED 12/17/90)

352840

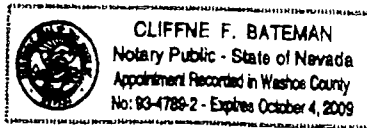
NOTARY PUBLIC ACKNOWLEDGMENT

State of Nevada
 County of Carson City } ss.

on March 04, 2006 before me, CLIFFNE F. BATEMAN Notary Public
Date Name and Title of Officer (e.g., "Notary Public")
 personally appeared EDWIN J. SARGE and THELMA A. SARGE
Name(s) of Signer(s)

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Cliffne F. Bateman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Loan No. 4371395

Title or Type of Document: DEED OF TRUST

Document Date: MARCH 04, 2006 Number of Pages: 9

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: EDWIN J. SARGE, THELMA A. SARGE

- ☒ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☒ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

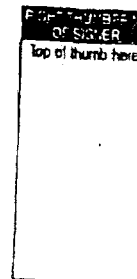


EXHIBIT 2

EXHIBIT 2

APN(s): 010-513-07
Recording requested by:
Title 365
When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

RECORDED AT THE REQUEST OF
SPL INC.
09/02/2015 08:03AM
FILE NO. 457307
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$221.00 DEP LRD

TS No.: NV-15-679709-HL

Order No.: 733-150111-70

Spec above this line for recorders use only

Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Thank you,

Ellene Barnett, Assistant Secretary

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: that Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 3/4/2006, executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as Trustor, to secure certain obligations in favor of Seattle Mortgage Company, as beneficiary, recorded 4/26/2006, as Instrument No. 352840, of Official Records in the Office of the Recorder of CARSON CITY County, Nevada describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of \$454,575.00.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE

Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

TS No.: NV-15-679709-HL

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

Champion Mortgage Company
Contact: Loss Mitigation Loss Mitigation
Department: Loss Mitigation
Phone: 855-683-3095
Toll Free: 855-683-3095

You may wish to consult a credit-counseling agency to assist you. The following are three local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>; Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org> and National Council on Aging (NCOA), 702-333-1038, www.bteamrge.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE

Borrower(s):

THELMA A. SARGE, EDWIN J. SARGE

Trustee Name and Address:

Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:

1636 SONOMA STREET, CARSON CITY,
NV 89701

Deed of Trust Document:

Instrument No. 352840

STATE OF Texas)

COUNTY OF Dallas) ss:

The affiant, Tacorreyon Shorter, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

APN: 010-513-07
File No.: NV-15-679709-JHL

-1-

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	8950 Cypress Waters Blvd. Coppell, TX 75019

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The Beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or

borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855) 683-3095.

11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/8/2007; 3/13/2012*	370690; 420270*	Seattle Mortgage Company	BANK OF AMERICA, N.A.
11/19/2012	428362	BANK OF AMERICA, N.A.	CHAMPION MORTGAGE COMPANY

*Based upon a review of the recorded documents, it appears that this recording is corrective/duplicative and thus, it would not have conveyed a beneficial interest. It is being included here for transparency.

Signed By 8/26/15

Dated: August 26, 2015

Print Name: Tacorreyon Shorter
Assistant Secretary

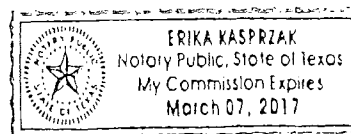
STATE OF Texas)
COUNTY OF Dallas) ss:

On this 26th day of August, 2015, personally appeared before me, a Notary Public, in and for said County and State, Tacorreyon Shorter, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Erika Kasprzak
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

APN: 010-513-07
File No.: NV-15-679709-HL

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ER 0247
457307

NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)

Borrower(s): THELMA A. SARGE, EDWIN J. SARGE
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701
Trustee Sale Number: NV-15-679709-HL

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. ☐ The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2); or
2. ☒ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence; or
3. The requirements of NRS 107.510 do not apply, because:
 - a. ☐ The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. ☐ The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - c. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. ☐ The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were sent and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number. NV-15-679709-HL
Page 2

Nationalist Mortgage LLC d/b/a Champion Mortgage
Company

Dated: 8/11/15

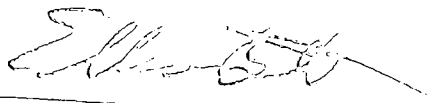
MVS 8/11/15
Signature of Agent or Employee

Jordan Smith Assistant Secretary
Printed Name of Agent or Employee

Dated:

8/31/15

Quality Loan Service Corporation, as Trustee



By: Ellene Barnett, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

AUG 31 2015

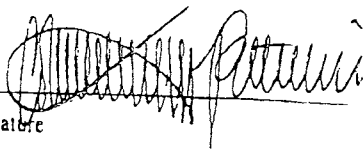
On _____ before me, COURTNEY PATANIA
personally appeared Ellene Barnett who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),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

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

WITNESS my hand and official seal.

(Seal)

Signature



COURTNEY PATANIA

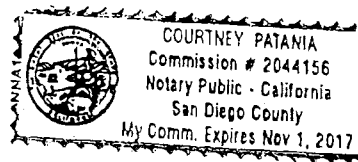


EXHIBIT 3

EXHIBIT 3

APN No.: 610-513-07
Recording requested by:
Title 365
When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

RECORDED AT THE REQUEST OF
SFL, INC.
08/29/2016 08:05AM
FILE NO. 467446
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP 311

TS No.: NV-15-679709-HL
Order No.: 733-150111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/4/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**
Recorded: **4/26/2006 as Instrument No. 352840** of Official Records in the office of the Recorder of **CARSON CITY** County, Nevada;
Date of Sale: **10/6/2016 at 2:00 PM**
Place of Sale: **At the Carson City Courthouse Located at 885 East Musser Carson City, Nevada, 89701**
Amount of unpaid balance and other charges: **\$313,917.28**
The purported property address is: **1636 SONOMA STREET, CARSON CITY, NV 89701**

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this lender is intended to exercise the note holder's rights against the real property only.

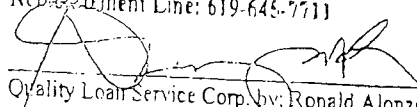
As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No: NV-15-679709-HL

Date: 8/15/2016

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 702-382-2747 or Login to:
https://www.nevadalegalnews.com/trustee_sales/index.php
TS No. : NV-15-679709-HL
Reinvestment Line: 619-645-7711


Quality Loan Service Corp. by: Ronald Alonzo, Assistant Secretary.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

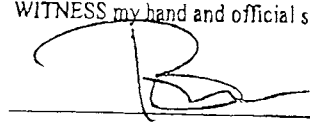
County of: San Diego

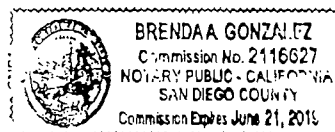
On AUG 25 2016 before me, Brenda A. Gonzalez
personally appeared Ronald Alonzo, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)


Signature Brenda A. Gonzalez



ER 0254

467446

EXHIBIT 4

EXHIBIT 4

APNE: 010-513-07

Recording Requested By:
Western Title Company, Inc.
Escrow No.: 084561-DJA

When Recorded Mail To:
Rosehill, LLC
6770 S. McCarran Blvd. #202
Las Vegas, NV 89109

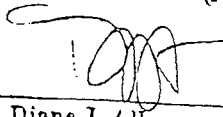
RECORDED AT THE REQUEST OF
ETRCO, LLC
11/02/2016 02:03PM
FILE NO. 469496
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$10.00 MP RM

Mail Tax Statements to: (deeds only)
same as above

(space above for Recorder's use only)

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

Signature


Diane J. Allen

Escrow Officer

This document is being
recorded as an
accommodation only.

Trustee's Deed Upon Sale

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0256

469496

APP No. 00043-65
Recording Requested by:

Where Recorded Mail to:

Roschill, LLC
6770 S. McCannan Blvd. #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorder use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: \$316,960.37

The amount paid by the grantee at the trustee sale was: \$255,100.00

The documentary transfer tax is: \$946.45

Said property is in the City of: CARSON CITY, County of CARSON CITY

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

Roschill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of CARSON CITY, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.G. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as trustor, dated 3/4/2006, and recorded on 4/26/2006 as Instrument No. 352840 of Official Records in the office of the Recorder of CARSON CITY, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 9/3/2015, instrument no 457307, Book , Page , of Official

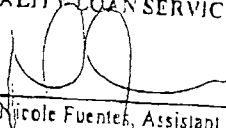
records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107A.050.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on 10/13/2016. Grantor, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$755,100.00, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TS No.: NV-15-679709-HL

Date: 10/13/2016

QUALITY LOAN SERVICE CORPORATION

By: 
Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

On OCT 21 2016 before me, Brenda A. Gonzalez a notary public, personally appeared Nicole Fuentes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature Brenda A. Gonzalez

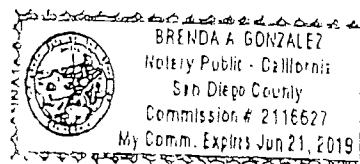


EXHIBIT 5

EXHIBIT 5

APN#: 010-513-07

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 084331-CAL

RECORDED AT THE REQUEST OF
ETRCO, LLC

12/07/2016 11:07AM

FILE NO.470500

SUSAN MERRIWETHER

CARSON CITY RECORDER

FEE \$17.00 DEP LRD

When Recorded Mail To:

Western Title Company

2310 S. Carson St.

Carson City, NV 89701

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

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

Signature

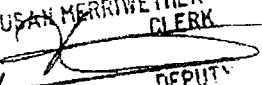
Carrie Lindquist
Carrie Lindquist

Escrow Officer

**Order Cancelling Notices Recorded Against 1636 Sonoma Street,
Carson City, Nevada**

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

REC'D & FILED
2016 DEC -6 PM 1:43

SUSAN MERRIWETHER
CLERK
BY  DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

IN THE MATTER OF THE ESTATE OF:

EDWIN JOHN SARGE,

THELMA AILENE SARGE,

Deceased.

Case No.: 16 RP00009 1B
~~16PBT001081B~~

Dept. No: 1

Consolidated with 16PBT001071b and
~~16RP000091B~~
16PBT001081B

ORDER CANCELLING NOTICES RECORDED AGAINST 1636 SONOMA STREET,
CARSON CITY, NEVADA

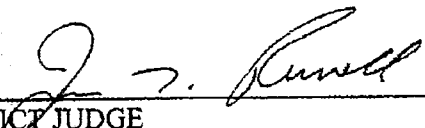
This matter came on regularly before this Court on the 5th day of December, 2016 upon the motion of Rosehill, LLC seeking the cancellation or withdrawal of certain notices of pendency of action that encumber the real property located at 1636 Sonoma Street, Carson City, Nevada pursuant to the provisions of NRS 14.015. The Court, having reviewed the pleadings filed by the parties and having conducted the requested hearing and considered the oral arguments of counsel therein, being fully advised therein, NOW, THEREFORE

IT IS HEREBY ORDERED that the Notice of Pendency of Action recorded on October 31, 2016 as Document Number 469390, Official Records of Carson City County, Nevada, is hereby ordered cancelled pursuant to this order and the provisions of NRS 14.015 (5). This order of cancellation shall have the same effect as an expungement of said recorded notice.

1 IT IS FURTHER ORDERED that the Notice of Pendency of Action recorded on October 31,
2 2016 as Document Number 469423, Official Records of Carson City County, Nevada, is hereby
3 ordered cancelled pursuant to this order and the provisions of NRS 14.015 (5). This order of
4 cancellation shall have the same effect as an expungement of said recorded notice.

5 IT IS FURTHER ORDERED that the document entitled "complaint For Reentry" recorded on
6 October 31, 2016 as Document Number 469424 is hereby expunged and cancelled from the Official
7 Records of Carson City County, Nevada pursuant to this order and the provisions of NRS 14.015 (5).
8 This order of cancellation shall have the same effect as an expungement of said recorded notice.
9

10
11 DATED this 6th day of December, 2016.
12

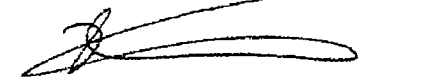
13
14 
15 _____
16 DISTRICT JUDGE
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF MAILING

Pursuant to NRCp 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 6th day of December, 2016, I deposited for mailing at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

Tory M. Pankopf, Esq.
9460 Double R Blvd., Suite 104
Reno, NV 89521

William A. Baker, Esq.
9468 Double R. Blvd., Suite A
Reno, NV 89521



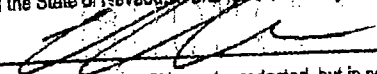
Angela Jeffries
Judicial Assistant, Dept. 1

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date December 7, 2016

Susan Merrillwether, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, In and for Carson City.

By  Deputy

Per NRS 239 Sec. 6 the SSN may be redacted, but in no way affects the legality of the document.

EXHIBIT 6

EXHIBIT 6

APN#: 010-513-07
RPTT: \$1,170.00

Recording Requested By:
Western Title Company
Escrow No.: 084331-CAL
When Recorded Mail To:
Zachary Pedersen and Michelle
Pedersen
1636 Sonoma Street
Carson City, NV 89701

RECORDED AT THE REQUEST OF
ETRCO, LLC
12/15/2016 10:19AM
FILE NO. 470725
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

Mail Tax Statements to: (deeds only)
Same as Above

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

Signature Carrie Lindquist
Carrie Lindquist Escrow Officer

Grant, Bargain, and Sale Deed

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0265

470725

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rosehill, LLC, a Nevada Limited Liability Company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Zachary Pedersen and Michelle Pedersen, husband and wife as joint tenants

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Carson City, County of Carson City State of Nevada bounded and described as follows:

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B.&M., further described as follows:

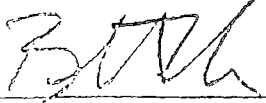
Parcel 86 as shown on the Parcel Map for M. G. STAFFORD, INC., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, Page 1714, as Document No. 89571.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 12/13/2016

Grant, Bargain and Sale Deed - Page 2

Rosehill, LLC



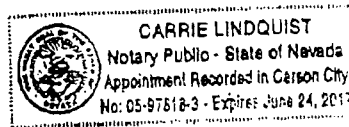
By Brett Nelson, Manager

STATE OF NAVADA
COUNTY OF Carson City
This instrument was acknowledged before me on
December 13, 2016

} ss

By Brett Nelson


Notary Public



ER 0267

470725

EXHIBIT 7

EXHIBIT 7

REC'D & FILED

2017 JAN -6 PM 4:45

SUSAN HERRINGWATER
CLERK

BY DEPUTY

1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR THE CARSON CITY

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I - X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated With Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 In the Matter of the Estate Of:

19 THELMA AILENE SARGE,

20 Decedent.

21 In The Matter Of The Estate Of:

22 EDWIN JOHN SARGE,

23 Decedent.

24 SUPPLEMENT TO OPPOSITION TO MOTION TO DISMISS COMPLAINT

25
26 The Estates of Edwin John Sarge and Thelma Ailene Sarge (collectively "Estates" or
27 "Decedents"), by and through the proposed executrix, Jill Sarge ("Executrix"), by and through
28

Law Offices of
T. M. Pankopf PLLC
9460 Double R Boulevard
Suite 104
Reno, Nevada 89521
(775) 384-6956

1 her attorney, Tory M. Pankopf of the Law Offices of T M Pankopf, PLLC, supplement their
2 opposition to Defendant's, Quality Loan Services Corporation ("QLS"), motion to dismiss the
3 complaint ("Motion")("Opposition") filed on December 30, 2016, as follows:

4 Shortly after Executrix's mother passed away on April 28, 2015, she contacted
5 Champion Mortgage Company ("CMC") and advised it of the passing of her mother. Filed
6 concurrently herewith is the supplemental declaration of Jill Sarge ("Supp. Sarge Dec."). CMC
7 avers it is the beneficiary of the deed of trust QLS foreclosed. See QLS's Exhibit "8" attached
8 to its Motion at paragraph 6, page 2, of the affidavit of authority to exercise the power of sale
9 which follows the notice of default and election to sell ("NOD"). CMC substituted QLS in as
10 the trustee of the deed of trust for the purpose of foreclosing on the subject property. See QLS's
11 Exhibit "7". CMC, which is a fictitious business name for Nationstar Mortgage, LLC, directed
12 QLS to record and serve the NOD. See QLS's Exhibit "8".

13 The Executrix advised CMC her mailing and physical address is 159 Empire Lane,
14 Carson City, Nevada, and that all communications regarding Estates' mortgage were to be sent
15 to her at her address. See Supp. Sarge Dec. Thereafter, prior to the recording of the NOD and
16 the notice of sale ("NOS"), the Executrix began receiving correspondence addressed to the
17 Estates at the address she had given to CMC. Id. Attached hereto as Exhibit "B" is the cover
18 page of a letter dated January 23, 2016, addressed to the Estate of Thelma A. Sarge and received
19 by the Executrix at her 159 Empire Lane address. Attached hereto as Exhibit "C" is the
20 mortgage statement dated June 6, 2016, addressed to the Estate of Thelma A. Sarge and
21 received by the Executrix at her 159 Empire Lane address.

22 The Executrix would contact CMC on a regular basis to ascertain what her options were
23 for retaining and/or selling the subject property. Id. CMC advised the Executrix, among other
24 things, she or another heir could sell the subject property to another entity at a minimum sales
25 price of 95% of the current appraised value of the subject property, if less than the outstanding
26 balance on the loan. Id.

27 On or about February 4, 2016, the Executrix contacted and advised CMC the heirs
28 intended to sell the subject property. Id. The Executrix retained Nevada Real Estate

1 Salesperson, Ms. Amy Cowan, to list the subject property. Id. The Executrix executed CMC's
2 acknowledgement and returned it to CMC. Id.; Attached hereto as Exhibit "D" is a true and
3 correct copy of the acknowledgement.

4 On March 12, 2016, the Executrix received yet another of many letters from CMC dated
5 March 8, 2016, addressed to both Estates at her 159 Empire Lane address regarding options for
6 the Estates and the heirs of the Estates pertaining to the disposition of the subject property. See
7 Supp. Sarge Dec.; See Attached hereto as Exhibit "E" is a true and correct copy of the March 8,
8 2016, letter the Executrix received from CMC.

9 In the present case and as alleged in the complaint QLS caused the NOS to be recorded
10 on August 29, 2016. See QLS's Exhibit "11". Given CMC sent correspondence to the Estates
11 at the Executrix's 159 Empire Lane Address prior to the recording of the NOS, QLS and CMC
12 had actual and constructive knowledge of the address prior to the recording. Yet, QLS did not
13 serve the Estates or the Executrix at the address. See QLS's Exhibit "12".

14 In conclusion, it has been alleged in the complaint notices required by NRS 107.080(3)
15 and (4)(a) were not served on the Estates by QLS. So, just like the fact pattern in Rose v. First
16 Fed. Sav. & Loan Ass'n (1989) 105 Nev. 454, 456 [777 P.2d 1318, 1319], the Executrix filed
17 suit alleging that QLS had not complied with the statutory notice requirements of NRS 107.080
18 before conducting the trustee's sale. On appeal, the court held that notice of the time and place
19 of a trustee's sale as required by Nev. Rev. Stat. § 107.080(4) had to be served on the grantor or
20 his successor in interest in accordance with the other requirements of § 107.080(4). Having thus
21 held, the court concluded that the district court erred by upholding the trustee's sale without
22 notice to the deceased's successor in interest. Rose at 455.

23 The evidence presented by the Estates, i.e., Exhibits "B", "C", "D", and "E", establishes
24 as fact QLS had constructive knowledge of the 159 Empire Lane address prior to recording the
25 NOS and the Executrix had been communicating directly with CMC. The evidence presented
26 by QLS, i.e., Exhibits "11" and "12", establishes neither the Estates nor their executrix were
27 given prior notice of the sale.

28 Based thereon the Motion must be denied. If the court were inclined to grant the Motion,

1 then the Estates request leave to amend their complaint.

2
3 **AFFIRMATION Pursuant to NRS 239B.030**

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

6 DATED: This 5th day of January, 2017.

7
8 ***T M PANKOPF PLLC***

9
10 By: /S/ TORY M. PANKOPF
11 TORY M. PANKOPF, ESQ. (SBN 7477)
12 9460 Double R Blvd., Suite 104
13 Reno, NV 89521
14 *Attorney for the Estate and Petitioner*
15
16
17
18
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25
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28

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”



Box 40724
Lansing, MI 48901-7924

Reverse Mortgage Servicing Department
P.O. Box 40724
Lansing, MI 48901-7924
(866)654-0020 Office
(866)616-2160 FAX

* 0604733 000000479 09CRM6-0949413-001

ESTATE OF: THELMA A SARGE
159 EMPIRE LN
CARSON CITY NV 89706-0734



January 23, 2016



RE: Reverse Mortgage Loan Number 848301

ER 0274

ER 0158

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”



P.O. Box 40724
Lansing MI 48901-7924

Monthly Reverse Mortgage Statement

P.O. Box 40724
Lansing MI 48901-7924
Customer Service: (866) 654-0020
Toll Free Fax: (866) 616-2160

4 0645524 000135969 09CRH2-0949401-001 A857

ESTATE OF: THELMA A SARGE
159 EMPIRE LANE
CARSON CITY, NV 89706-0734



Date Printed: June 06 2016

Account Number: 848301

Loan Type: HECM
Current Payment Plan: Line of Credit
Current Loan Status: Refer for Foreclosure:
Death

THIS IS NOT A BILL

Statement Period: May 01 2016 to May 31 2016

Principal Limit Information		Line-Of-Credit Information	
Original Principal Limit	\$242,136.95	Original Line-Of-Credit Reserve	\$34,510.37
+ Growth of Principal Limit	\$96,530.48	+ Growth of Line-Of-Credit	\$658.73
- Service Fee Set Aside	\$1,502.19	- Current Line-Of-Credit Loan Balance	\$7,293.94
- Current Total Loan Balance	\$309,290.08	- Repair Set Aside	\$0.00
- Repair Set Aside	\$0.00	- 1st Year Property Charges Set Aside	\$0.00
- Tax & Insurance Set Aside	\$0.00		
- 1st Year Property Charges Set Aside	\$0.00	Current Available Line-Of-Credit	\$27,875.16
Current Net Principal Limit	\$27,875.16		

Interest Rate Information

Interest Rate May 2016

as published on 03/28/2016

	MIP Rates	Index	Margin	Loan Interest Rates
May Daily Periodic Rate	0.00137%			0.00586%
May Monthly Periodic Rate	0.04167%			0.17833%
May Annual Periodic Rate	0.50000%	0.64000%	1.50000%	2.14000%

Interest Rate Change Notice

On July 01 2016, the interest rate on your adjustable rate reverse mortgage will increase from 2.08000% to 2.18000%.

Your June 01 2016 interest rate was based on an index value of 0.58000%. To determine your new interest rate going into effect on July 01 2016, we have added the current index value of 0.68000% as of May 31 2016, as made available by the Federal Reserve Board, to the agreed upon margin of 1.50000% for a total new interest rate of 2.18000%. This new rate has not been rounded to the nearest 1/8th percent. The initial interest rate on your mortgage was 6.22000%, which may not be increased beyond 16.22000% during the life of the mortgage.

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

Please see reverse side for activity details

ER 0276

ER 0160

CREDIT DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE (APR)

If you have a Home Equity Conversion Mortgage ("HECM"), the **ANNUAL PERCENTAGE RATE** for the interest portion of your **FINANCE CHARGE** may increase or decrease based upon changes in the Weekly Average Yield on United States Treasury Securities Adjusted to a Constant Maturity of One Year ("Treasury Securities Index"). Therefore, the monthly and daily periodic rates relating to the interest portion of your **FINANCE CHARGE** may vary. To determine the **ANNUAL PERCENTAGE RATE** that will apply to the interest portions of your HECM, we add a margin to the value of the Treasury Securities Index, subject to certain limitations described in your HECM loan documents. The corresponding **ANNUAL PERCENTAGE RATE** for the interest portion of the **FINANCE CHARGE** does not include costs other than interest. The historical **ANNUAL PERCENTAGE RATE** includes interest and all other **FINANCE CHARGES** that relate to your loan (e.g., origination fee).

FINANCE CHARGES

Each advance made to you under your HECM will be subject to a **FINANCE CHARGE** beginning on the day after each advance is made. A **FINANCE CHARGE** will continue to be assessed on your loan until the entire outstanding balance and all fees due under the Note(s), Security Instrument(s) and Loan Agreement are paid.

INTEREST

The interest portion of the **FINANCE CHARGE** on your HECM is computed by (i) calculating the **FINANCE CHARGE** on the balance existing at the beginning of each month, taking into consideration any payments or credits to your loan during the month, (ii) calculating the **FINANCE CHARGE** on each advance made to you during the month, and (iii) adding all of these sums together.

We start with the outstanding principal balance on your loan at the beginning of each month, which includes **FINANCE CHARGES** from the prior month (the "Previous Outstanding Principal Balance"). At the end of each month, we divide the then-current **ANNUAL PERCENTAGE RATE** by 12 (the "Monthly Periodic Rate") and multiply the result of this calculation by the Previous Outstanding Principal Balance.

If you make a payment or we receive a credit to your loan during the month, we divide the then-current **ANNUAL PERCENTAGE RATE** by 365 (the "Daily Periodic Rate") and multiply the result of this calculation by the amount of the payment or credit. We multiply the resulting amount by the number of days remaining in the month after the payment or credit was received (not including the day the payment or credit was received). We then subtract this amount from the product of the Monthly Periodic Rate and the Previous Outstanding Principal Balance.

At the end of each month in which any advances have been made to you or on your behalf, we multiply the amount of the advance by the number of days remaining in the month after that advance was made (not including the day the advance was made) and then multiply this amount by the Daily Periodic Rate. This calculation is repeated for each advance made to you during the month including, but not limited to, advances made to pay fees or **FINANCE CHARGES** on your loan.

The sum of the final result of these calculations equals the interest portion of your **FINANCE CHARGE** for the month.

MORTGAGE INSURANCE PREMIUMS ("MIP")

If you have a HECM loan, MIP, which are a **FINANCE CHARGE**, are computed by (i) calculating the MIP on the Previous Outstanding Balance, taking into consideration any payments or credits to your loan during the month, (ii) calculating the MIP on each advance to you during the month, and (iii) adding all these sums together.

At the end of the month, we divide the monthly MIP rate determined by the Department of Housing & Urban Development (HUD) by 12 (the "MIP Monthly Periodic Rate") and multiply the result of this calculation by the Previous Outstanding Principal Balance.

If you make a payment or we receive a credit to your loan during the month, we divide the monthly MIP rate determined by HUD by 365 (the "MIP Daily Periodic Rate") and multiply the result of this calculation by the amount of the payment or credit. We multiply the resulting amount by the number of days remaining in the month after the payment or credit was received (not including the day the payment or credit was received). We then subtract this amount from the product of the MIP Monthly Periodic Rate and the Previous Outstanding Principal Balance.

At the end of each month in which any advances have been made to you, we multiply the amount of the advance by the number of days remaining in the month after that advance was made (not including the day the advance was made) and then multiply this amount by the MIP Daily Periodic Rate. This calculation is repeated for each advance made to you during the month.

The sum of the result of these calculations equals the MIP portion of your **FINANCE CHARGE** for the month.

MONTHLY SERVICING FEE

If your loan has a flat Monthly Servicing Fee, this fee, if applicable, equals the monthly servicing fee portion of your **FINANCE CHARGE** for the month.

BILLING RIGHTS SUMMARY

If you think your monthly statement is wrong, or if you need more information about a transaction on your statement, please write us as soon as possible to the address shown below. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and loan number.
- The dollar amount of the suspected error.
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

We will respond to your inquiry within 30 days of our receipt. If you have any questions, please call 1-866-654-0020.

While we investigate your question, you will not be charged for any transaction in question and interest will not accrue on any amount in question, but you will be charged for any transaction on your statement that is not in question and interest will accrue on any amount that is not in question. We also cannot take any action to collect the charge and/or amount you question.

Send notice of Error, Complaint, Request for Information, or other Qualified Written Requests to:

Champion Mortgage
PO box 612877
Dallas, TX 75261

Send repayment plan, letters of intent, supporting documents to:

Champion Mortgage
PO Box 619093
Dallas, TX 75261-9093

Send payments or payoffs to:

Champion Mortgage
PO Box 40724
Lansing, MI 48901-7924

Mortgagee Clause for insurance carrier to:
Champion Mortgage - ISA OA
PO Box 39457
Solon, OH 44139-0457

ER 0277

FOR QUESTIONS ON YOUR LOAN, please call Robin Rice at 1-866-654-0020 Monday-Friday, 8AM-5PM EST.

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

EXHIBIT “D”

848301



95% of Current Appraised Value Loss Mitigation Option Acknowledgement

Return by FAX to: 1-866-621-1036

OR

Return by Mail to: PO Box 619093, Dallas, TX 75261-9093

Whereas, Occupant/Authorized party of:

Property Address: 11636 Sonoma Street

Property City: Carson City Property State: NV Property Zip: 89701;

are currently in possession of the subject premises, and Occupant or Authorized party are interested in completing a 95% of current appraised value loss mitigation option.

- ✓ Occupant/Authorized party agrees to allow the Owner's representative access to the premises within reasonable hours for purpose of inspecting and completing property appraisal requirements.
- ✓ Occupant/Authorized party agrees to the property being secured if vacant and not being marketed for sale according to Investor guidelines. The property will remain secure until the mortgage debt is satisfied.
- ✓ Occupant/Authorized party agrees to make contact should there be assistance needed with a real estate sale professional or questions that the existing sales professional may have.
- ✓ Occupant/Authorized party understands that the process may be terminated if a Foreclosure sale date is scheduled prior to paying the mortgage debt.
- ✓ Occupant/Authorized party will provide required information regarding the type of transition being completed to either retain the property or sell the property as a loss mitigation option at the lesser amount of 95% of the current appraised value of the property or the mortgage unpaid principal balance.

Contact Information Updates (please fill out if new or alternate contacts are available)

Name or Personal Authorized Representative	Relation to Borrower(s)	Mailing Address	Phone#	Alternate Phone#
Amy Cowan	listing agent	9450 Doble 2 Blvd Reno NV 89521	775-824-3660	775-842-3405
Stephanie Hollinger	assistant	" " "	" "	" "

attorney in fact for
Jill Sarge Edwin Sarge & Thelma Sarge
 Borrower's/Authorized Party's Printed Name

Jill Sarge
 Borrower's/Authorized Party's Signature

2/4/16
 Date

Co-Borrower's/Authorized Party's Printed Name

Borrower's/Authorized Party's Signature

Date

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not a demand for payment of the captioned debt to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

ER 0279



EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”

EXHIBIT “E”



Reverse Mortgage Servicing Department

P.O. Box 619093 Dallas, Texas 75261-9093
Toll-Free Customer Service: 855-683-3095
Toll-Free Customer Fax: 866-621-1036
Toll-Free Payoff Demand Fax: 866-902-7077

03/08/2016

Estate Of THELMA A SARGE
Estate Of EDWIN J SARGE
159 Empire Lane
CARSON CITY, NV 89701

We are here to help!

Call 1-855-683-3095

RE: Loan Number: 848301
 Property Address: 1636 SONOMA STREET
 CARSON CITY, NV 89701

Dear Estate Of THELMA A SARGE and Estate Of EDWIN J SARGE

**Why am I receiving
this letter?**

Champion Mortgage received your request for information regarding satisfying the reverse mortgage loan balance for 95% of the current appraised value, if less than the outstanding balance on the loan. The mortgage will be released, and no deficiency judgment filed, if the loan balance is satisfied for at least 95% of the new appraised value, even if the outstanding loan balance is greater than the current appraised value.

You may satisfy the loan balance for 95% of the current appraised value in several ways. There are 2 options available to you and we are here to help!

Each option allows the borrower, another authorized family member, heir, or another authorized third party to satisfy the loan and retain the property.

Option 1: Retain the property in the family, or heir by obtaining financing with local lenders or financial institutions in your area in an amount equal to 95% of the current appraised value of the property, plus any interest or applicable fees/costs, and transferring the property title to that family member or heir. The financing documents (*lender endorsed loan application or approval letter, for example*) must be provided to support the request, along with Proof of Vesting (*transfer deed or probate documents, for example*) of the property title.

Option 2: Sell the property to another entity at minimum sales price of 95% of the current appraised value of the property. Sales documentation (*Sales Agreement, Property Listing Agreement, proposed HUD-1, financing documents, for example*) must be provided to support the request, along with Proof of Vesting of the property title. If you need assistance in finding a professional real estate sales agent, we can assist.

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



ER 0281

There are benefits to each option:

- ✓ Keep the home in the family, purchase at 95% of the current appraised value
- ✓ Prevent a foreclosure
- ✓ Save money by avoiding fees added to your loan balance

Other options available to you include:

1) If loan is in default due to Tax and/or Insurance, establish a Repayment Plan and maintain that payment plan.

2) If loan is in default due to non-occupancy, establish the property as your primary residence. Supporting documentation (*signed Occupancy Certificate, signed letter advising that you still reside in the home, two most recent utility bills (two different companies)*)

3) Complete a deed-in-lieu of foreclosure (*avoids foreclosure by allowing the party with legal authority to deed the property back over to the investor of the loan at no cost to the estate; completion of the deed-in-lieu is subject to final Investor and Servicer approval*).

Times have been difficult and help is available to you! Call today!

What if I still have questions?

You may reach our Reverse Mortgage Servicing Center at **1-855-683-3095** from 8:00 am to 8:00 pm Eastern Time, Monday through Thursday and 8:00 am to 5:00 pm Eastern Time on Friday.

Sincerely,

Champion Mortgage
NMLS# 2119



1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

REC'D & FILED
2017 JAN -6 PM 4:45
SUSAN MERRIWETHER
CLERK
BY _____ DEPUTY

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR THE CARSON CITY

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I - X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated With Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 In the Matter of the Estate Of:

19 THELMA AILENE SARGE,

20 Decedent.

22 In The Matter Of The Estate Of:

23 EDWIN JOHN SARGE,

24 Decedent.

26 SUPPLEMENT TO DECLARATION OF JILL SARGE

27 I, Jill A. Sarge, declare and state:

28 1. I am the daughter of the decedents Edwin and Thelma Sarge. If called as a witness, I

1 could competently testify as to all of the matters contained herein. All of the facts set forth in
2 this declaration are based on my own personal knowledge.

3 2. Shortly after my mother passed away on April 28, 2015, I contacted Champion
4 Mortgage Company ("CMC") and advised it of the passing of my mother.

5 3. CMC advised me it is the beneficiary of the deed of trust securing the note on the subject
6 property and which QLS foreclosed.

7 4. I advised CMC my mailing and physical address is 159 Empire Lane, Carson City,
8 Nevada, and that all communications regarding the Estates' mortgage were to be sent to me at
9 my address. I began receiving correspondence from CMC addressed to the Estates at my
10 address prior to the recording of the notice of default and election to sell ("NOD") and the
11 notice of sale ("NOS") by QLS.

12 5. Attached to the supplement to the Estates' opposition as Exhibit "B" is the cover page of
13 a letter dated January 23, 2016, addressed to the Estate of Thelma A. Sarge and received by my
14 at my 159 Empire Lane address.

15 6. Attached to the supplement to the Estates' opposition as Exhibit "C" is the mortgage
16 statement dated June 6, 2016, addressed to the Estate of Thelma A. Sarge and received by me at
17 my 159 Empire Lane address.

18 7. I would contact CMC on a regular basis to ascertain what my options were for retaining
19 and/or selling the subject property. CMC advised me, among other things, I could or another
20 heir could sell the subject property to another entity at a minimum sales price of 95% of the
21 current appraised value of the subject property, if less than the outstanding balance on the loan.

22 8. On or about February 4, 2016, I notified CMC the heirs intended to sell the subject
23 property. I retained Nevada Real Estate Salesperson, Ms. Amy Cowan, to list the subject
24 property. I executed CMC's acknowledgement and returned it to CMC.

25 9. Attached to the supplement to the Estates' opposition as Exhibit "D" is a true and correct
26 copy of the acknowledgement I executed and returned to CMC.

27 10. On March 12, 2016, I received yet another of many letters from CMC dated March 8,
28 2016, addressed to both Estates at my 159 Empire Lane address regarding options for the

1 Estates and the heirs of the Estates pertaining to the disposition of the subject property.
2 11. Attached to the supplement to the Estates' opposition as Exhibit "E" is a true and correct
3 copy of the March 8, 2016, letter I received from CMC.

4 I declare, under penalty of perjury under the laws of the State of Nevada that the
5 foregoing is true and correct.

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

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

9
10 DATED: This 5th day of January, 2017.

11 s/Jill A. Sarge
12 JILL A. SARGE
13 Declarant
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28

IN THE SUPREME COURT OF THE STATE OF NEVADA

In the Matter of the Estates of Thelma Ailene
Sarge and Edwin John Sarge.

ESTATE OF THELMA AILENE SARGE;
ESTATE OF EDWIN JOHN SARGE; AND
JILL SARGE,

Appellants,

vs.

ZACHARY PEDERSON; MICHELLE
PEDERSON; AND ROSE HILL, LLC,

Respondents.

NO. 82623

DISTRICT COURT NO.
16 RP 000091B

APPELLANTS' EXCERPTS OF RECORD

VOLUME I I

TORY M. PANKOPF, ESQ. (SBN 202581)
LAW OFFICES OF TORY M. PANKOPF
748 S Meadows Pkwy, Suite 244
Reno, Nevada 89521
Telephone: (775) 384-6956
tory@pankopfuslaw.com

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1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

2020 NOV 30 PM 12:34

AUBREY ROWLATT
CLERK

BY _____
DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenor(s)/Defendants

21 And Related Consolidated Cases.
22

23 **MOTION FOR SUMMARY JUDGMENT**

24 Plaintiffs, ESTATE OF THELMA AILENE SARGE, ESTATE OF EDWIN JOHN
25 SARGE (collectively, "Estates"), and JILL SARGE ("Sarge") (collectively "Plaintiffs") by and
26 through their attorney of record, Tory M. Pankopf, of the Law Offices of Tory M. Pankopf, Ltd.,
27
28

1 move this Court for an order granting summary judgment regarding Defendants', ZACHARY
2 and MICHELLE PEDERSON ("Defendants"), Complaint in Intervention ("Motion").

3 Plaintiffs' Motion is based upon the following points and authorities, declaration of Jill
4 Sarge, exhibits attached hereto, and any argument to be made at the hearing on the Motion.

5 **I.**

6 **Points and Authorities.**

7 **A. Summary of Motion.**

8 Defendants contend in their complaint in intervention they have clear title to the subject
9 property because of this Court's order expunging the notices of pendency of action which was
10 reversed and remanded on appeal.¹ Defendants claim, pursuant to NRS 14.017, they are bona
11 fide purchasers in good faith. Again, Defendants' claim is completely erroneous for two reasons.
12 First, the relevant statutes are NRS 107.080 and NRS 111.180, not NRS 14.017. Second, even if
13 NRS 14.017 was applicable, Defendants cannot take clear title to the subject property because
14 they were equitable owners of the subject property months prior to the order expunging the notices
15 of pendency of action was recorded.

16 Defendants also contend the foreclosure sale was valid, but, as discussed below it was not.

17 **B. Nature of the Action.**

18 Plaintiffs have alleged, pursuant to the requirements of NRS 107.080, QLS failed to
19 provide written notice of the Notice of Default and Election to Sell ("NOD")² recorded on
20 September 2, 2015 and the Notice of Sale ("NOS")³ recorded on August 29, 2016 to the Estates
21 and record titleholders (i.e., the heirs) of the subject property at the time the NOD was recorded.⁴
22 The law of the case has determined the "known address" is the Empire Lane address. *Sarge* at 5.

24 ¹ Attached hereto as Exhibit "1" is a true and correct copy of the Supreme Court's decision reversing and
25 remanding. *Estate of Sarge v. Quality Loan Serv. Corp.* (In re Estate of Sarge) (Nev., Feb. 27, 2020, No. 73286).

26 ² Attached hereto as Exhibit "2" is a true and correct copy of the recorded NOD. Plaintiffs request the Court take
27 judicial notice of it.

28 ³ Attached hereto as Exhibit "3" is a true and correct copy of the recorded NOS. Plaintiffs request the Court take
judicial notice of it.

⁴ "In interpreting NRS 107.080(3) harmoniously with NRS 107.080(4)(a), [] pertinent notices must be sent to the
current title holder's last known address, not just one known address as [Defendants contend]." *Daygo Funding
Corp. v. Mona* (Nev., Oct. 2, 2018, No. 70833) [pp. 9].

1 Also, according to the law of the case, a genuine issue of material fact remains as to whether QLS
2 notified titleholders at their Empire Lane address. *Id.* However, QLS has readily admitted that it
3 did not.⁵

4 Moreover, pursuant to NRS 107.550(1), any NOD recorded pursuant to subsection 2 of
5 NRS 107.080 or any NOS recorded pursuant to subsection 4 of NRS 107.080 must be rescinded,
6 and any pending foreclosure sale must be cancelled, if the borrower accepts a permanent
7 foreclosure prevention alternative or an NOS is not recorded within 9 months after the NOD is
8 recorded pursuant to subsection 2 of NRS 107.080. Here, defendants, QLS and Nationstar, caused
9 the NOD to be recorded on September 2, 2015. They caused the NOS to be recorded on August
10 29, 2016 which is almost exactly 12 months after the NOD was recorded. Defendants, QLS and
11 Nationstar, were required to cancel the NOD. Consequently, as a matter of law, the NOD and
12 NOS were invalid and so was the foreclosure sale.

13 Moreover, defendant, Nationstar, notified the record title holders that, pursuant to the
14 terms of the reverse mortgage and deed of trust, the Estates and heirs (record title holders) could
15 pay off the outstanding balance on the reverse mortgage for 95% of the appraised value.⁶
16 Defendant advised Plaintiffs that the benefits of choosing this option were: 1) Keeping the home
17 in the family; 2) Preventing a foreclosure; and 3) Save money by avoiding fees added to the loan
18 balance.⁷ Not to mention the benefit of paying off the entire loan balance for only 95% of the
19 appraised value.

20 According to defendants, Nationstar and QLS, the amount due and owing on the reverse
21 mortgage at the time of the foreclosure sale was about \$317,000.00.⁸ As discussed in footnote 9,
22
23

24 ⁵ Attached hereto as Exhibits “4” and “5” are QLS’s affidavits of servicer re the NOD and NOS QLS filed in support
of its 2016 motion to dismiss the complaint. Plaintiffs request the Court take judicial notice of them.

25 ⁶ Attached hereto as Exhibit “6” is a true and correct copy March 8, 2016 letter defendant, Nationstar, sent to
Plaintiffs at their Empire Lane address. At the time of the foreclosure sale the fair market value of the subject
26 property was \$300,000.00 given defendant, Rosehill, purchased it for \$255,100.00 at the distressed sale and
immediately (the next day) flipped it to defendants, Pedersons, for the \$300,000.00. Filed concurrently herewith as
27 Exhibits “7” and “8” are true and correct copies of Rosehill’s recorded Trustee’s Deed and Pedersons’ Grant Deed
with each declaration of value, respectively.

28 ⁷ *Id.* at page 2.

⁸ See page 3 of Exhibit “7”.

1 the fair market value (“FMV”) of the property at the time of the foreclosure sale was \$300,000.00⁹
2 and 95% of the FMV is \$285,000.00. Consequently, defendants’ unlawful foreclosure of the
3 subject property prejudiced Plaintiffs by denying them the benefit of the bargain in the reverse
4 mortgage. That is retiring the \$317,000.00 note for \$285,000.00 which would have been a savings
5 of \$32,000.00. Finally, Plaintiffs would have been able to keep the difference between the FMV
6 and the 95% of FMV i.e., \$15,000.00.¹⁰

7 Plaintiff, title holder and heir, Jill Sarge, notified defendant, Nationstar, she was exercising
8 the reverse mortgage option to satisfy the note by paying 95% of the appraised value of the subject
9 property.¹¹ Nationstar acknowledged receipt of her notification.¹² Thereafter, Plaintiffs marketed
10 the house for sale and had received an offer to purchase the house.¹³ Defendants, QLS and
11 Nationstar, were required to cancel the NOD but, contrary to their statutory obligation, proceeded
12 with the foreclosure sale. NRS 107.550. So, again, the NOD and foreclosure sale were invalid.
13 Defendants’ violations of both NRS 107.080 and 107.550 prejudiced Plaintiffs by depriving them
14 of: 1) The 95% pay off option; 2) Not having to pay \$32,000.00 in additional principal and
15 interest; 3) realizing \$15,000.00 in cash;¹⁴ 4) Saving money by avoiding fees added to the loan
16 balance; and 5) Preventing the foreclosure sale.

17 Pursuant to subsection 5, the sale must be declared void where Plaintiffs timely
18 commenced this action, timely recorded a notice of pendency of action, and the trustee did not
19 substantially comply with NRS 107.080.¹⁵ Substantial compliance is found when the Estates and
20 title holders "had actual knowledge of the default and the pending foreclosure sale" and "were not
21 prejudiced by the lack of statutory notice.”¹⁶

22 Here, it is impossible for defendants, QLS and Nationstar, to have substantially complied
23 with the statute because Plaintiffs have been prejudiced by the lack of statutory notice (discussed
24

25 ⁹ See Exhibit “8”; declaration of value.

26 ¹⁰ However, given the discussion infra re NRS 104.3603(2), the actual amount of damages is \$300,000.00.

27 ¹¹ Filed concurrently herewith is the declaration of Jill Sarge (“Sarge Dec”) in support of opposition.

28 ¹² Id.

¹³ Id.

¹⁴ See Footnote 13, supra.

¹⁵ *Daygo Funding* at 15.

¹⁶ Id. at 10.

1 supra). Moreover, Plaintiffs did not receive any notice regarding the NOD and only learned of
2 the sale date for the foreclosure the day before it was set to go to sale i.e., October 6, 2016.¹⁷ On
3 the morning of the sale, Plaintiffs sought legal counsel to advise them of their rights and whether
4 they could stop sale.¹⁸ Plaintiffs faxed and FedEx'd a letter advising QLS of its violations of
5 NRS 107.080 and their intent to file suit and seek damages if the sale is not canceled.¹⁹ In
6 response, QLS postponed the sale to the following week i.e., October 13, 2016 and, on that day,
7 foreclosed on the subject property.²⁰

8 Clearly, defendants, Nationstar and QLS, reviewed Plaintiffs' contentions in their cease
9 and desist letter and, despite Plaintiffs having notified Nationstar that they were exercising the
10 option to pay off the loan balance for 95% of the appraised value, defendants maliciously and
11 with a conscious disregard of Plaintiffs' rights proceeded with the foreclosure sale. That is,
12 defendants knew the probable harmful consequences of their wrongful act and did deliberately
13 and willfully fail to act to avoid those consequences.²¹

14 The action had to be commenced 15-days after the date the trustee's deed was recorded
15 i.e., November 2, 2016 and the notice of pendency of action recorded 5-days after the
16 commencement of the action. Plaintiffs commenced the action and recorded the notice of
17 pendency of action on October 31, 2016 before the trustee's deed was recorded. Consequently,
18 as a matter of law, the Court must declare the sale void.

19 Pursuant to Nevada's Uniform Commercial Code ("UCC"), Plaintiffs' reverse mortgage
20 note is a negotiable instrument and is, therefore, governed by the UCC. Pursuant to NRS
21 104.3603(2), if tender of payment of an obligation to pay an instrument is made to a person
22 entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the
23 amount of the tender, of the obligation. Consequently, Plaintiffs' exercise of their reverse
24

25 ¹⁷ See Sarge Dec.

26 ¹⁸ Id.

27 ¹⁹ Attached as Exhibit "9" is a true and correct copy of letter sent to QLS by Plaintiffs' counsel. See declaration of
Tory M Pankopf ("Pankopf Dec") filed concurrently herewith.

28 ²⁰ See Pankopf Dec.

²¹ Plaintiffs are seeking leave to amend their complaint to allege, among other things, punitive damages as to
defendants, Nationstar and QLS.

1 mortgage option to pay 95% of the appraised value in full satisfaction of the loan balance
2 constituted a tender of payment to defendant, Nationstar. Nationstar's foreclosure of the subject
3 property constituted a refusal of payment. Thus, assuming the FMV is \$300,000.00 as discussed
4 above, \$285,000.00 has been discharged. NRS 104.3603(2). Moreover, given the reverse
5 mortgage option to pay 95% of the appraised value, the loan balance had been paid in full at the
6 time of the foreclosure sale on October 13, 2016. Meaning Plaintiffs have been damaged in the
7 amount of \$300,000.00 i.e., the FMV, discussed supra.

8 So, given Plaintiffs are entitled to treble their actual damages, Plaintiffs' treble damages
9 are now \$900,000.00. NRS 107.080(8). As an item of damages, they are also entitled to their
10 reasonable attorney's fees and costs which are, after 4 years of litigation and an appeal, in excess
11 of \$100,000.00. Of course, given defendants', Nationstar and QLS, malice and conscious
12 disregard of Plaintiffs' rights, that number may include punitive damages²² in the end.

13 C. Legal Argument.

14 1. MSJ Legal Standard

15 Summary judgment is proper if "the pleadings and [all] other evidence on file demonstrate
16 that no genuine issue as to any material fact [exists] and that the moving party is entitled to . . .
17 judgment as a matter of law." *Estate of Sarge v. Quality Loan Serv. Corp.* (In re Estate of Sarge)
18 (Nev., Feb. 27, 2020, No. 73286) [pp. 3] (internal quotation marks omitted). "[T]he evidence, and
19 any reasonable inferences drawn from it, must be viewed in a light most favorable to the non-
20 moving party." *Id.* "A factual dispute is genuine when the evidence is such that a rational trier of
21 fact could return a verdict for the non-moving party." *Id.*

22 2. Defendants Are Not Bona Fide Purchasers.

23 a. The Applicable Statute Is NRS 107.080, Not NRS 14.017.

24 Defendants are not bona fide purchasers and mistakenly rely on NRS 14.017. NRS
25 107.080 provides that "every sale made under the provisions of this section and other sections of
26 this chapter vests in the purchaser the title of the grantor and any successors in interests without
27

28 ²² Punitive damages are limited by NRS 42.005(1)(a) which is three times the amount of compensatory damages
awarded to Plaintiffs.

1 equity or right of redemption. Except as provided in subsection 7.....” NRS 107.080 specifically
2 identifies who are bona fide purchasers following a non-judicial foreclosure sale. Specifically,
3 NRS 107.080(7) provides:

4 “Upon expiration of the time for commencing an action which is set forth in
5 subsections 5 and 6, any failure to comply with the provisions of this section or any
6 other provision of this chapter does not affect the rights of a bona fide purchaser as
described in NRS 111.180.”

7 Consequently, the statutes that are determinative of whether Defendants are bona fide purchasers
8 in good faith are NRS 107.080 and NRS 111.180. NRS 111.180(1) provides:

9 “Any purchaser who purchases an estate or interest in any real property in good
10 faith and for valuable consideration and who does not have actual knowledge,
11 constructive notice of, or reasonable cause to know that there exists a defect in, or
adverse rights, title or interest to, the real property is a bona fide purchaser.”

12 The only purchasers of the subject property who can declare themselves bona fide
13 purchasers are purchasers who have, among other things, no actual or constructive notice of this
14 action and where Plaintiffs had failed to timely bring an action pursuant to Sections 5 and 6 of
15 NRS 107.080.

16 Here, Plaintiffs have timely filed their complaint pursuant to Sections 5 and 6.²³ Thus,
17 Defendants are precluded from being bona fide purchasers because only persons who have
18 purchased foreclosed properties where the time limits set forth in Sections 5 and 6 have not been
19 complied with can be bona fide purchasers. Moreover, defendant, Rosehill, has admitted in its
20 motion to expunge the lis pendens that they i.e., Pedersons and Rosehill,²⁴ “promptly” went into
21 contract to purchase the subject property some time between October 13, 2016²⁵ and prior to
22
23

24 ²³ An action pursuant to Section 5 had to be commenced no later than 15-days after the trustee’s deed had been
25 recorded and the notice of pendency of action (“notice”) had to be recorded no later than 5-days after the action was
26 commenced. In this case, the complaint was commenced and the notice recorded on October 31, 2016. A Section 6
27 action must be commenced 90-days after the foreclosure sale i.e., no later than January 11, 2017. Consequently,
28 Defendants were forever precluded from being bona fide purchaser regardless of whether the notice had been
expunged.

²⁴ Despite the obvious conflict of interest between Rosehill as foreclosure sale purchase and subsequent seller, and
Pedersons as subsequent purchase of subject property, they are both represented by the same counsel.

²⁵ Rosehill purchased the subject property at the October 13, 2016 foreclosure sale.

1 October 31, 2016 and that escrow was set to close on November 30, 2016.²⁶ Rosehill admits
2 Pedersons and Rosehill were told of the notice of the pendency of action by the escrow
3 company.²⁷ Nor do Pedersons deny they had actual notice of the pendency of action.²⁸
4 Consequently, Pedersons had actual knowledge of this action. As a matter of law, Pedersons are
5 not bona fide purchasers.

6 **3. Defendants Were Equitable Owners of the Subject Property.**

7 Even assuming for the sake of argument NRS 14.017 was applicable to the facts presented
8 herein, it is undeniable that Defendants were the equitable owners of the subject property months
9 prior to the recording of the order expunging the notices of pendency of action. Again, defendant,
10 Rosehill (and counsel for Rosehill and Pedersons), have admitted that they were in contract to
11 purchase the subject property prior to the commencement of the action and the recording of the
12 notices of pendency of action.²⁹ This is important because Nevada law provides that "[a]n
13 equitable conversion occurs when a contract for the sale of real property becomes binding upon
14 the parties[,] [t]he purchaser is deemed to be the equitable owner of the land and the seller is
15 considered to be the owner of the purchase price." *Harrison v. Rice*, 510 P.2d 633, 635 (Nev.
16 1973). This, because of the maxim that equity considers as done that which was agreed to be
17 done. *Id.*

18 Pedersons became equitable owners in the subject property sometime, as Rosehill avers
19 and Pederson do not deny, between October 13, 2016 and before October 31, 2016. That is when
20 they went into to contract to purchase the subject property and opened escrow. Given Pedersons'
21 equitable ownership interest arose prior to the recordation of the order expunging the notices i.e.,
22 December 7, 2016, they are precluded from being "deemed to be without knowledge of the
23 action."

25 ²⁶ See paragraphs 3, 4, 5, 6 and 8 of Rosehill's statement of facts in support of its motion to expunge the two
26 recorded notices of pendency of action. Attached as Exhibit "10" is a true and correct copy of Rosehill's motion.
27 Plaintiffs request the Court take judicial notice of it.

27 ²⁷ See Exhibit "10" at paragraph 9.

28 ²⁸ Pedersons' motion does not have any declaration in support of it averring they never had actual notice of the
recorded pendency of action.

²⁹ See Exhibit "10" at paragraph 8.

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4. As a Matter of Law the NOD Was Void.

As discussed above, defendant, Nationstar, as a matter of law i.e., NRS 107.550 was required to rescind the NOD for two reasons. First, Plaintiffs accepted the reverse mortgage option to pay off the loan balance for 95% of the appraised value which was a foreclosure prevention alternative. Second, even if Plaintiffs had not accepted the option, defendants, QLS and Nationstar, failed to timely record the NOS after having recorded the NOD.

Based thereon the Motion must be granted.

5. Defendants Have Admitted the Notices Were Mailed to the Known Address.

The law of the case states the ‘known address’ was Plaintiffs’ Empire Lane address. It also states that there exists a question of fact as to whether defendant, QLS, mailed the NOD and NOS to Plaintiffs at their ‘known address.’ QLS does not deny it did not send either the NOD or the NOS to Plaintiffs at their ‘known address.’ QLS did submit affidavits of service regarding the NOD and the NOS to the Court in support of its motion to dismiss the complaint back in 2016.³⁰ Those affidavits confirm Plaintiffs were not served at their ‘known address.’

Pursuant to NRS 107.080, the sale must be voided and the Motion granted.

6. QLS Did Not Substantially Comply with NRS 107.080.

As discussed above in the Statement of Facts, neither defendant, QLS, nor defendant, Nationstar, substantially complied with NRS 107.080 because, among reasons, Plaintiffs were prejudiced by their failure to provide the statutory notice i.e., precluding them from exercising their option to pay off the loan balance for 95% of the appraised value.

Based thereon, the Motion must be granted.

D. Conclusion.

Based upon the foregoing, the Motion must be granted.

///
///
///

³⁰ See Exhibits “4” and “5”.

1 DATED: This 29th day of November 2020.
2
3

TORY M. PANKOPF LTD

4 By: s/ TORY M. PANKOPF
5 TORY M. PANKOPF, ESQ.
6 *Attorney for Plaintiffs*
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1 **CERTIFICATE OF SERVICE**

2 Pursuant to NRCP 5, I hereby certify that on the 30th day of November 2020, I mailed a
3 true and correct copy of the following document(s):

4 **Motion for Summary Judgment re Complaint in Intervention with Exhibits and
5 Declarations of Jill Sarge and Tory M. Pankopf in Support.**

6 By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the
7 following:

8 Quality Loan Services Corporation
9 c/o Kristin Schuler-Hintz, Esq.
10 MCCARTHY HOLTHUS LLP
11 9510 W Sahara Ave, Suite 200
12 Las Vegas, NV 89117
13 Fax (866) 339-5691
14 khintz@McCarthyHolthus.com

Zachary and Michelle Pederson
Rosehill LLC
c/o James M. Walsh, Esq.
WASLSH & ROSEVEAR
9468 Double R Bl, Ste A
Reno, NV 89521
Fax (775) 853-0860
jmw Walsh@wbri.net

15 NATIONSTAR MORTGAGE LLC
16 fbn Champion Mortgage Company
17 c/o Melanie D. Morgan, Esq.
18 AKERMAN LLP
19 1635 Village Center Cir, Suite 200
20 Las Vegas, NV 89134
21 melanie.morgan.akerman.com

22 DATED on this 30th day of November 2020.

23 s/Tory M. Pankopf
24 Tory M. Pankopf

RECEIVED & FILED
2020 NOV 30 PM 12:34
AUBREY ASHLATT
CLERK
BY _____ DEPUTY

TORY M. PANKOPF (SBN 7477)
TORY M PANKOPF, LTD
748 S Meadows Parkway, Suite 244
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Telephone: (775) 384-6956
Facsimile: (775) 384-6958
Attorney for the Estates and Jill Sarge

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE CARSON CITY

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
and DOES I – X, inclusive,

Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

ZACHARY PEDERSON and MICHELLE
PEDERSON,

Plaintiff Intervenors/Defendants

And Related Consolidated Cases.

EXHIBITS 1 – 10
IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

Attached hereto are Plaintiffs', ESTATE OF THELMA AILENE SARGE, ESTATE OF
EDWIN JOHN SARGE, and JILL SARGE, Exhibits 1 -10 in support of their motion for
summary judgment re Defendants', ZACHARY and MICHELLE PEDERSON, complaint in
intervention.

Law Offices of
Tory M. Pankopf Ltd.
748 S Meadows Parkway
Suite 244
Reno, Nevada 89521
(775) 384-6956

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AFFIRMATION

Pursuant to NRS 239B.040, this document does not contain the Social Security Number of any person.

TORY M. PANKOPF LTD

By: s/ TORY M. PANKOPF
TORY M. PANKOPF, ESQ.
Attorney for Plaintiffs

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

EXHIBIT “1”

Estate of Sarge v. Quality Loan Serv. Corp. (In re Estate of Sarge)

Decided Feb 27, 2020

No. 73286

02-27-2020

IN THE MATTER OF THE ESTATE OF
THELMA AILENE SARGE. ESTATE OF
THELMA AILENE SARGE; ESTATE OF
EDWIN JOHN SARGE; AND BY AND
THROUGH THE PROPOSED EXECUTRIX,
JILL SARGE, Appellants, v. QUALITY LOAN
SERVICE CORPORATION; AND ROSEHILL,
LLC, Respondents.

Parraguirre

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court order granting summary judgment in an action to void a foreclosure sale for lack of notice. First Judicial District Court, Carson City; James Todd Russell, Judge.

The primary issue is the meaning of a "known" address under a pair of notice provisions. [NRS 107.080\(3\)](#) and [NRS 107.080\(4\)\(a\)](#) (the notice provisions) require a mortgage trustee to notify certain parties of default and foreclosure sale at their respective known addresses, but neither explains what a known address is. A related statute, [NRS 107.090\(2\)](#) (the recording statute), provided that a party may record a request for notice in the county recorder's office.¹*2

¹ [NRS 107.090](#) has since been amended. What was subsection (2) when the district court issued the order on appeal is now subsection (1), 2019 Nev. Stat., ch. 238, §

15, at 1367, and the former subsection (1), which defined "person with an interest" for that section, now appears in an earlier section of definitions for the entire chapter, 2019 Nev. Stat., ch. 238, § 1, at 1344. The amendments are insignificant to our resolution of this appeal.

Edwin and Thelma Sarge owned the subject property on Sonoma Street in Carson City. In 2006, Champion Mortgage Company (CMC) recorded a deed of trust securing a loan that the Sarges took out on the property. In 2008, the Sarges recorded a deed upon death² conveying a future interest in the property to their three children, Jack Sarge, Jill Sarge, and Sharon Hesla.

² A deed upon death "conveys [the grantors'] interest in property to a beneficiary or multiple beneficiaries and . . . becomes effective upon the death of the owner." [NRS 111.671](#).

Edwin died in 2011 and Thelma died in April 2015. Jill contacted CMC to report Thelma's death and a mailing address on Empire Lane in Carson City. CMC sent several letters about the mortgage to "the Estate of Thelma A. Sarge" and "the Estate of Edwin J. Sarge" at that address.

In September 2015, respondent Quality Loan Services Corporation (QLS), CMC's trustee, recorded a notice of default and election to sell the subject property and mailed copies of the notice to the Sonoma Street address. In August 2016, it recorded the notice of sale and mailed copies of the notice to the Sonoma Street address. Neither

notice went to the Empire Lane address. At the foreclosure sale in October 2016, respondent Rosehill, LLC, purchased the property.

3 Later that month, Edwin's and Thelma's respective estates (collectively appellants) filed and recorded a complaint for reentry and *3 notices of lis pendens. QLS moved to dismiss the complaint for failure to state a claim and to expunge the notices of lis pendens. Rosehill also moved to dismiss for failure to state a claim. After hearing the motions, the district court issued an order granting dismissal and canceling the notices of lis pendens.

Appellants argue on appeal that the district court effectively granted summary judgment by considering matters outside the pleadings, and erred by granting summary judgment because a genuine issue of material fact exists as to whether QLS notified the titleholders—Jack, Jill, and Sharon—at their known address. They argue that the district court likewise abused its discretion by canceling the notices of lis pendens.

Because the district court granted dismissal but considered matters outside the pleadings, we review the order as if it granted summary judgment. *Schneider v. Cont'l Assurance Co.*, 110 Nev. 1270, 1271, 885 P.2d 572, 573 (1994). We review such orders de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if "the pleadings and [all] other evidence on file demonstrate that no genuine issue as to any material fact [exists] and that the moving party is entitled to . . . judgment as a matter of law." *Id.* (internal quotation marks omitted). "[T]he evidence, and any reasonable inferences drawn from it, must be viewed in a light most favorable to the nonmoving party." *Id.* "A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party." *Id.* at 731, 121 P.3d at 1031.

Appellants argue that the district court erred by granting summary judgment because they presented uncontroverted evidence that Jill

4 notified CMC of the Empire Lane address and that CMC began sending *4 letters there. They reason that notifying CMC, the lender, of the Empire Lane address was sufficient to establish that address as their known address under the notice provisions, and that QLS, the trustee, therefore should have notified them at that address. They argue that recording a request for notice under the recording statute is purely elective. QLS and Rosehill answer that the address at which QLS notified the titleholders, which is recorded in the deed upon death by which they obtained title to the subject property, was their known address because they did not record a request for notice at an alternate address.

So whether summary judgment was proper depends on the meaning of a "known" address under the notice provisions. We recently addressed this issue, explaining that in some instances, a known address may be different from an address in recorded documents. *U.S. Bank, Nat'l Ass'n ND v. Res. Grp., LLC*, 135 Nev., Adv. Op. 26, 444 P.3d 442, 446 (2019) ("A trustee or other person conducting a foreclosure sale must send notice of default to each person entitled to it at the address the recorded documents provide for that person (or in some instances, if different, their known or last known address)."). Those instances include when a trustee has actual or constructive knowledge of an address. *See In re Smith*, 866 F.2d 576, 586 (3d Cir. 1989) (explaining that a foreclosure notice statute requires "a good-faith effort to ascertain the [mortgagor's] current address"); *Wanger v. EMC Mortg. Corp.*, 127 Cal. Rptr. 2d 685, 693 (Ct. App. 2002) (holding that a borrower's known address "shall be determined with reference to the [mortgage loan] servicer's actual and constructive knowledge"); *see also* NRS 107.090(2) (2009) (providing that a party "may" record a request for notice); *State v. Second Judicial Dist. Court*, 134 Nev. 783, 789 n.7, 432 P.3d *5 154, 160 n.7 (2018) (explaining that "the word 'may' is generally permissive").

Here, the district court found that because none of the titleholders recorded a request for notice under the recording statute, the Sonoma Street address recorded in the deed upon death was their known address. So it effectively limited the scope of a trustee's knowledge to *record* knowledge, reasoning that because the Sonoma Street address was the only *recorded* address, it was the titleholders' known address.

But the evidence shows that Jill notified CMC of the Empire Lane address, and that CMC began sending letters to that address. Viewing that evidence in a light most favorable to appellants, a rational trier of fact could find that QLS, CMC's trustee, had *actual* or *constructive* knowledge of the Empire Lane address despite the titleholders' failure to record it, and thus that the Empire Lane address was the titleholders' known address. So a genuine issue of material fact remains as to whether QLS notified the titleholders at their known address, and the district court thus erred by granting summary judgment.³ Accordingly, we *6

³ Because the district court erred by granting summary judgment, it likewise erred by canceling the notices of lis pendens. See *Hardy Companies, Inc. v. SNMARK, LLC*, 126 Nev. 528, 533, 543, 245 P.3d 1149, 1153, 1159 (2010) (reversing order granting summary judgment and expunging notices of lis pendens). We decline to consider appellants' other arguments because they are unnecessary for us to resolve this case. See *Miller v. Burk*, 124 Nev. 579, 588-89 & n.26, 188 P.3d 1112, 1118-19 & n.26 (2008)

(explaining that this court need not address issues that are unnecessary to resolve the case at bar). -----

ORDER the judgment of the district court REVERSED AND REMAND this matter to the district court for proceedings consistent with this order.

/s/_____, J.

Parraguirre

/s/_____, J.

Hardesty

/s/_____, J.

Cadish cc: Hon. James Todd Russell, District Judge

Janet L. Chubb, Settlement Judge

Tory M. Pankopf, Ltd.

Walsh, Baker & Rosevear, P.C.

McCarthy & Holthus, LLP/Las Vegas

Carson City Clerk

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

EXHIBIT “2”

APN(s): 010-513-07

Recording requested by:

Title365

When recorded mail to:

Quality Loan Service Corporation

411 Ivy Street

San Diego, CA 92101

619-645-7711

RECORDED AT THE REQUEST OF
SPL INC.

09/02/2015 08:03AM

FILE NO.457307

SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$221.00 DEP LRD

TS No.: NV-15-679709-HL

Space above this line for recorders use only

Order No.: 733-1501111-70

Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Thank you,

Ellene Barnett, Assistant Secretary

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: that **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **3/4/2006**, executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as Trustor, to secure certain obligations in favor of **Seattle Mortgage Company**, as beneficiary, recorded **4/26/2006**, as **Instrument No. 352840**, of Official Records in the Office of the Recorder of **CARSON CITY** County, **Nevada** describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of **\$454,575.00**.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE

Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

TS No.: NV-15-679709-HL

ER 0304

Sarges' 006 457307

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

Champion Mortgage Company
Contact: Loss Mitigation Loss Mitigation
Department: Loss Mitigation
Phone: 855-683-3095
Toll Free: 855-683-3095

You may wish to consult a credit-counseling agency to assist you. The following are three local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>;; Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snvrha.org> and National Council on Aging (NCOA), 702-333-1038, www.bteamrage.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

ER 0305

Sarges' 007 457307

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):

THELMA A. SARGE, EDWIN J. SARGE

Trustee Name and Address:

Quality Loan Service Corp.

411 Ivy Street

San Diego, CA 92101

Property Address:

1636 SONOMA STREET, CARSON CITY,

NV 89701

Deed of Trust Document:

Instrument No. 352840

STATE OF Texas)
) ss:
COUNTY OF Dallas)

The affiant, Tacorreyon Shorter, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

APN: 010-513-07

File No.: NV-15-679709-HL

-1-

ER 0306

Sarges' 008 457307

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	8950 Cypress Waters Blvd. Coppell, TX 75019

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The Beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or

borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855) 683-3095.

11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/8/2007; 3/13/2012*	370690; 420270*	Seattle Mortgage Company	BANK OF AMERICA, N.A.
11/19/2012	428362	BANK OF AMERICA, N.A.	CHAMPION MORTGAGE COMPANY

**Based upon a review of the recorded documents, it appears that this recording is corrective/duplicative and thus, it would not have conveyed a beneficial interest. It is being included here for transparency.*

Signed By [Signature] 8/26/15
Print Name: Tacorreyon Shorter
Assistant Secretary

Dated: August 26, 2015

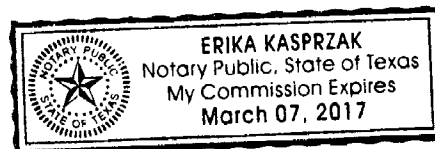
STATE OF Texas)
COUNTY OF Dallas) ss:

On this 26th day of August, 2015, personally appeared before me, a Notary Public, in and for said County and State, Tacorreyon Shorter, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Erika Kasprzak
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

APN: 010-513-07
File No.: NV-15-679709-HL

-3-



ER 0308

Sarges' 010 457307

NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)

Borrower(s): THELMA A. SARGE, EDWIN J. SARGE
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701
Trustee Sale Number: NV-15-679709-HL

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.


1. [] The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2); *or*
2. [☒] The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence; *or*
3. The requirements of NRS 107.510 do not apply, because:
 - a. [] The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. [] The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - c. [] The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. [] The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were sent and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number: NV-15-679709-HL
Page 2

Nationstar Mortgage LLC d/b/a Champion Mortgage
Company

Dated: 8/11/15

 8/11/15
Signature of Agent or Employee

Justin Smelters Assistant Secretary
Printed Name of Agent or Employee

UNOFFICIAL COPY

ER 0310

Sarges' 012 457307

Dated:

8/31/15

Quality Loan Service Corporation, as Trustee

By: Ellene Barnett, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

AUG 31 2015

COURTNEY PATANIA

On _____ before me, Ellene Barnett, a notary public, personally appeared Courtney Patania, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)



Signature

COURTNEY PATANIA

TS No.: NV-15-679709-HL

ER 0311

Sarges' 013 457307

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

EXHIBIT “3”

ER 0312

APN No.: 010-513-07
Recording requested by:
Title 365

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

RECORDED AT THE REQUEST OF
SPL, INC.
08/29/2016 08:05AM
FILE NO. 467446
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/4/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**
Recorded: **4/26/2006 as Instrument No. 352840** of Official Records in the office of the Recorder of **CARSON CITY** County, Nevada;

Date of Sale: **10/6/2016 at 2:00 PM**
Place of Sale: **At the Carson City Courthouse Located at 885 East Musser Carson City, Nevada, 89701**

Amount of unpaid balance and other charges: **\$313,917.28**
The purported property address is: **1636 SONOMA STREET, CARSON CITY, NV 89701**

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

ER 0313

Sarges' 015 **467446**

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

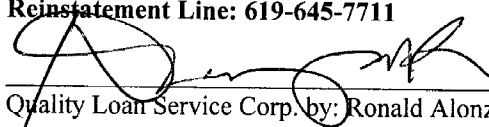
QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNOFFICIAL COPY

TS No.: NV-15-679709-HL

Date: 8/25/2016

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 702-382-2747 or Login to:
https://www.nevadalegalnews.com/trustee_sales/index.php
TS No. : NV-15-679709-HL
Reinstatement Line: 619-645-7711


Quality Loan Service Corp. by: Ronald Alonzo, Assistant Secretary.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

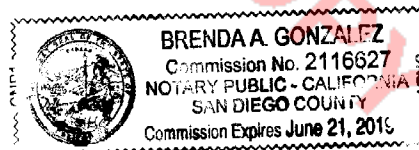
On AUG 25 2016 before me, Brenda A. Gonzalez a notary public,
personally appeared Ronald Alonzo, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)


Signature Brenda A. Gonzalez



ER 0315

Sarges' 017 467446

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

EXHIBIT “4”

AFFIDAVIT OF MAILING

Date: **9/10/2015**
T.S. No.: **NV-15-679709-HL**
Mailing: **Ten Day**


STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2763 Camino Del Rio S., 1st FL San Diego CA 92108, It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on **9/10/2015**, a copy of the Notice of Default, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Default was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

I declare under penalty of perjury that the foregoing is true and correct.

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION

Date: 9/10/2015

A handwritten signature in black ink, appearing to read 'Wai Tang', with a stylized, flowing script.

Affiant Wai Tang, as Authorized Signor of IDSolutions, Inc.

Foreclosure Mediation Program Administrator
201 S. Carson Street
Ste 250
Carson City, NV 89701
First Class and Cert. No. 71039628594224782883

Nevada State Health Division
4150 Technology Way #101
Carson City, NV 89706
First Class and Cert. No. 71039628594224782920

EDWIN J. SARGE TRUSTEE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783002

THELMA A. SARGE TRUSTEE

ER 0317

1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783057

THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783156

EDWIN J. SARGE TRUSTEE OF THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783194

THELMA A. SARGE TRUSTEE OF THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783286

THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783347

EDWIN J. SARGE
SARGE
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783446

THELMA A. SARGE
SARGE
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783491

EDWIN J. SARGE
CARE LAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224783552

THELMA A. SARGE
CARE LAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224783606

EDWIN J. SARGE
EDWIN SARGE AND THELMA SARGE
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783644

THELMA A. SARGE
EDWIN SARGE AND THELMA SARGE
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783682

EDWIN J. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783736

THELMA A. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783767

SECERTARY OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH STREET S.W.
WASHINGTON, DC 20410
First Class and Cert. No. 71039628594224783798

SECERTARY OF HOUSING AND URBAN DEVELOPMENT
SEATTLE MORTGAGE COMPANY
601 108TH AVENUE NE #700
BELLEVUE, WA 98004
First Class and Cert. No. 71039628594224783828

SHARON R. HESLA
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224783859

SHARON R. HESLA
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783880

SHARON R. HESLA
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224783910

SHARON R. HESLA
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783934

SHARON R. HESLA
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224783965

JILL A SARGE
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224783989

JILL A SARGE
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224784016

JILL A SARGE
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224784030

JILL A SARGE
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224784054

JILL A SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224784085

JACK C. SARGE
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594224784115

JACK C. SARGE
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224784139

JACK C. SARGE
1636 SONOMA ST
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594224784160

JACK C. SARGE
1636 SONOMA
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224784184

JACK C. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594224784207

ER 0320

ER 0321

Sarges' 023

Security Interest Contact Information
(Pursuant to NRS 116, Section 1)

TS No. NV-15-679709-HL

Loan Servicer: Champion Mortgage Company

Address: 8950 Cypress Water Blvd.

Coppell, TX, 75019

Telephone No: (855) 683-3095

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ER 0323

Sarges' 025

COPY of Document Recorded at
Carson City, NV County Recorder

457307 BK: PG:

09/02/2015 has not been compared with
original. Original will be returned when
process has been completed.

Fee: 221.00 DTT: 0.00

Total: 221.00

APN(s): 010-513-07

Recording requested by:

Title365

When recorded mail to:

Quality Loan Service Corporation

411 Ivy Street

San Diego, CA 92101

619-645-7711

TS No.: NV-15-679709-HL

Space above this line for recorders use only

Order No.: 733-1501111-70

Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Thank you,

Ellene Barnett, Assistant Secretary

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: that Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 3/4/2006, executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as Trustor, to secure certain obligations in favor of Seattle Mortgage Company, as beneficiary, recorded 4/26/2006, as Instrument No. 352840, of Official Records in the Office of the Recorder of CARSON CITY County, Nevada describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of \$454,575.00.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

**BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL
RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL
SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE**

Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

TS No.: NV-15-679709-HL

ER 0324

Sarges' 026

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

Champion Mortgage Company
Contact: Loss Mitigation Loss Mitigation
Department: Loss Mitigation
Phone: 855-683-3095
Toll Free: 855-683-3095

You may wish to consult a credit-counseling agency to assist you. The following are three local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>; Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snvrha.org> and National Council on Aging (NCOA), 702-333-1038, www.bteamrage.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

ER 0325

Sarges' 027

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):

THELMA A. SARGE, EDWIN J. SARGE

Trustee Name and Address:

Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:

1636 SONOMA STREET, CARSON CITY,
NV 89701

Deed of Trust Document:

Instrument No. 352840

STATE OF Texas)
) ss:
COUNTY OF Dallas)

The affiant, Tacorreyon Shorter, being first duly sworn upon
oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

APN: 010-513-07
File No.: NV-15-679709-HI.

-1-

ER 0326

Sarges' 028

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	8950 Cypress Waters Blvd. Coppell, TX 75019

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The Beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or

borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855) 683-3095.

11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/8/2007; 3/13/2012*	370690; 420270*	Seattle Mortgage Company	BANK OF AMERICA, N.A.
11/19/2012	428362	BANK OF AMERICA, N.A.	CHAMPION MORTGAGE COMPANY

**Based upon a review of the recorded documents, it appears that this recording is corrective/duplicative and thus, it would not have conveyed a beneficial interest. It is being included here for transparency.*

Signed By [Signature] 8/26/15

Dated: August 26, 2015

Print Name: Tacorreyon Shorter
Assistant Secretary

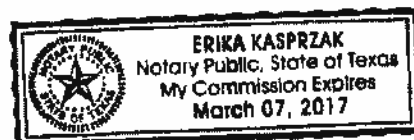
STATE OF Texas) ss:
COUNTY OF Dallas)

On this 26th day of August, 2015, personally appeared before me, a Notary Public, in and for said County and State, Tacorreyon Shorter, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Erika Kasprzak
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

APN: 010-513-07
File No.: NV-15-679709-HL

-3-



ER 0328

Sarges' 030

**NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)**

Borrower(s): THELMA A. SARGE, EDWIN J. SARGE
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701
Trustee Sale Number: NV-15-679709-HL

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. ☐ The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2); or
2. ☒ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence; or
3. The requirements of NRS 107.510 do not apply, because:
 - a. ☐ The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. ☐ The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - c. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. ☐ The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were sent and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number: NV-15-679709-HL

Page 2

Nationstar Mortgage LLC d/b/a Champion Mortgage
Company

Dated: 8/11/15

 8/11/15
Signature of Agent or Employee

Justin Smathers Assistant Secretary
Printed Name of Agent or Employee

ER 0330

Sarges' 032

Dated:

8/31/15

Quality Loan Service Corporation, as Trustee

By: Ellene Barnett, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

AUG 31 2015

COURTNEY PATANIA

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

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

WITNESS my hand and official seal.

(Seal)



Signature

COURTNEY PATANIA

TS No.: NV-15-679709-HL

ER 0331

Sarges' 033

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

EXHIBIT “5”

ER 0332

AFFIDAVIT OF MAILING

Date: **8/31/2016**
T.S. No.: **NV-15-679709-HL**
Mailing: **Notice of Sale and Notice to Tenant**

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2763 Camino Del Rio S., 1st FL San Diego CA 92108, It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on **8/31/2016**, a copy of the Notice of Sale and Notice to Tenant, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale and Notice to Tenant was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

I declare under penalty of perjury that the foregoing is true and correct.

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION

Date: 8/31/2016



Affiant Wai Tang, as Authorized Signor of IDSolutions, Inc.

Nevada State Health Division
4150 Technology Way #101
Carson City, NV 89706
First Class and Cert. No. 71039628594230576339

Occupant/Resident
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230576438

THELMA A. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230576551

EDWIN J. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701

ER 0333

First Class and Cert. No. 71039628594230576667

EDWIN J. SARGE TRUSTEE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230576780

THELMA A. SARGE TRUSTEE
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230576919

THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230577008

EDWIN J. SARGE TRUSTEE OF THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230577114

THELMA A. SARGE TRUSTEE OF THE SARGE TRUST DATED MARCH 28, 1988
1636 SONOMA STREET
CARSON CITY, NV 89701
First Class and Cert. No. 71039628594230577244

EDWIN J. SARGE
CARE LAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594230577350

THELMA A. SARGE
CARE LAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594230577480

SECERTARY OF HOUSING AND URBAN DEVELOPMENT
451 SEVENTH STREET S.W.
WASHINGTON, DC 20410
First Class and Cert. No. 71039628594230577619

SECERTARY OF HOUSING AND URBAN DEVELOPMENT
SEATTLE MORTGAGE COMPANY
601 108TH AVENUE NE #700
BELLEVUE, WA 98004
First Class and Cert. No. 71039628594230577732

SHARON R. HESLA
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702

ER 0334

First Class and Cert. No. 71039628594230577848

SHARON R. HESLA
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594230577978

JILL A SARGE
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594230578074

JILL A SARGE
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594230578197

JACK C. SARGE
CARELAW PROGRAM
PO BOX 628
CARSON CITY, NV 89702
First Class and Cert. No. 71039628594230578326

JACK C. SARGE
EDWIN AND THELMA SARGE
1636 SONOMA STREET
CARSON CITY, NV 89706
First Class and Cert. No. 71039628594230578449

NOTICE TO TENANTS OF THE PROPERTY

Foreclosure proceedings against this property have started, and a notice of sale of the property to the highest bidder has been issued. You may either: (1) terminate your lease or rental agreement and move out; or (2) remain and possibly be subject to eviction proceedings under chapter 40 of the Nevada Revised Statutes. Any subtenants may also be subject to eviction proceedings. Between now and the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the landlord. After the date of the sale, you may be evicted if you fail to pay rent or live up to your other obligations to the successful bidder, in accordance with chapter 118A of the Nevada Revised Statutes.

Under the Nevada Revised Statutes eviction proceedings may begin against you after you have been given a notice to surrender. If the property is sold and you pay rent by the week or another period of time that is shorter than 1 month, you should generally receive notice after not less than the number of days in that period of time. If the property is sold and you pay rent by the month or any other period of time that is 1 month or longer, you should generally receive notice at least 60 days in advance. Under Nevada Revised Statutes 40.280, notice must generally be served on you pursuant to chapter 40 of the Nevada Revised Statutes and may be served by: (1) Delivering a copy to you personally in the presence of a witness, unless service is accomplished by a sheriff, constable or licensed process server, in which case the presence of a witness is not required; (2) If you are absent from your place of residence or usual place of business, leaving a copy with a person of suitable age and discretion at either place and mailing a copy to you at your place of residence or business and to the place where the leased property is situated, if different; or (3) If your place of residence or business cannot be ascertained, or a person of suitable age or discretion cannot be found there, posting a copy in a conspicuous place on the leased property, and mailing a copy to you at the place where the leased property is situated.

If the property is sold and a landlord, successful bidder or subsequent purchaser files an eviction action against you in court, you will be served with a summons and complaint and have the opportunity to respond. Eviction actions may result in temporary evictions, permanent evictions, the awarding of damages pursuant to Nevada Revised Statutes 40.360 or some combination of those results. Under the Justice Court Rules of Civil Procedure: (1) You will be given at least 10 days to answer a summons and complaint; (2) If you do not file an answer, an order evicting you by default may be obtained against you; (3) A hearing regarding a temporary eviction may be called as soon as 11 days after you are served with the summons and complaint; and (4) A hearing regarding a permanent eviction may be called as soon as 20 days after you are served with the summons and complaint.

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ER 0337

Sarges' 039

APN No.: 010-513-07
Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

Space above this line for recorders use only

TS No.: **NV-15-679709-HL**
Order No.: **733-1501111-70**

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/4/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**
Recorded: **4/26/2006 as Instrument No. 352840** of Official Records in the office of the Recorder of **CARSON CITY** County, **Nevada**;

Date of Sale: **10/6/2016 at 2:00 PM**
Place of Sale: **At the Carson City Courthouse Located at 885 East Musser Carson City, Nevada, 89701**
Amount of unpaid balance and other charges: **\$313,917.28**
The purported property address is: **1636 SONOMA STREET, CARSON CITY, NV 89701**

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale.

ER 0338

Sarges' 040

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ER 0339

Sarges' 041

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-HL

Date: **Quality Loan Service Corporation**
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 702-382-2747 or Login to:
https://www.nevadalegalnews.com/trustee_sales/index.php
TS No. : NV-15-679709-HL
Reinstatement Line: 619-645-7711

Quality Loan Service Corp.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: **California**)

County of: **San Diego**)

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

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

WITNESS my hand and official seal.

(Seal)

Signature

ER 0341

Sarges' 043

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”

EXHIBIT “6”

ER 0342



Reverse Mortgage Servicing Department

P.O. Box 619093 Dallas, Texas 75261-9093

Toll-Free Customer Service: 855-683-3095

Toll-Free Customer Fax: 866-621-1036

Toll-Free Payoff Demand Fax: 866-902-7077

03/08/2016

Estate Of THELMA A SARGE

Estate Of EDWIN J SARGE

159 Empire Lane

CARSON CITY, NV 89701

We are here to help!

Call 1-855-683-3095

RE: Loan Number: 848301
 Property Address: 1636 SONOMA STREET
 CARSON CITY, NV 89701

Dear Estate Of THELMA A SARGE and Estate Of EDWIN J SARGE

**Why am I receiving
this letter?**

Champion Mortgage received your request for information regarding satisfying the reverse mortgage loan balance for 95% of the current appraised value, if less than the outstanding balance on the loan. The mortgage will be released, and no deficiency judgment filed, if the loan balance is satisfied for at least 95% of the new appraised value, even if the outstanding loan balance is greater than the current appraised value.

You may satisfy the loan balance for 95% of the current appraised value in several ways. There are 2 options available to you and we are here to help!

Each option allows the borrower, another authorized family member, heir, or another authorized third party to satisfy the loan and retain the property.

Option 1: Retain the property in the family, or heir by obtaining financing with local lenders or financial institutions in your area in an amount equal to 95% of the current appraised value of the property, plus any interest or applicable fees/costs, and transferring the property title to that family member or heir. The financing documents (*lender endorsed loan application or approval letter, for example*) must be provided to support the request, along with Proof of Vesting (*transfer deed or probate documents, for example*) of the property title.

Option 2: Sell the property to another entity at minimum sales price of 95% of the current appraised value of the property. Sales documentation (*Sales Agreement, Property Listing Agreement, proposed HUD-1, financing documents, for example*) must be provided to support the request, along with Proof of Vesting of the property title. If you need assistance in finding a professional real estate sales agent, we can assist.

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



Sarges' 045

ER 0343

There are benefits to each option:

- ✓ Keep the home in the family, purchase at 95% of the current appraised value
- ✓ Prevent a foreclosure
- ✓ Save money by avoiding fees added to your loan balance

Other options available to you include:

1) If loan is in default due to Tax and/or Insurance, establish a Repayment Plan and maintain that payment plan.

2) If loan is in default due to non-occupancy, establish the property as your primary residence. Supporting documentation (*signed Occupancy Certificate, signed letter advising that you still reside in the home, two most recent utility bills (two different companies)*)

3) Complete a deed-in-lieu of foreclosure (*avoids foreclosure by allowing the party with legal authority to deed the property back over to the investor of the loan at no cost to the estate; completion of the deed-in-lieu is subject to final Investor and Servicer approval*).

Times have been difficult and help is available to you! Call today!

What if I still have questions?

You may reach our Reverse Mortgage Servicing Center at **1-855-683-3095** from 8:00 am to 8:00 pm Eastern Time, Monday through Thursday and 8:00 am to 5:00 pm Eastern Time on Friday.

Sincerely,

Champion Mortgage
NMLS# 2119



EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

EXHIBIT “7”

STATE OF NEVADA DECLARATION OF VALUE

FOR RECORDERS OPTIONAL USE ONLY

Document #: 469496

Date of Recording: 11/02/2016

1. Assessors Parcel Number(s)

a) 010-513-07

2. Type of Property:

a) ☐ Vacant Land

b) ☒ Single Fam. Res.

c) ☐ Condo/Twnhse

d) ☐ 2-4 Plex

e) ☐ Apt. Bldg

f) ☐ Comm'l/Ind'l

g) ☐ Agricultural

h) ☐ Mobile Home

i) ☐ Other _____

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #:

BOOK _____ PAGE _____

DATE OF RECORDING: _____

NOTES: _____

3. Total Value/Sales Price of Property:

\$255,100.00

Deed in Lieu of Foreclosure Only (value of property)

(

Transfer Tax Value:

\$255,100.00

Real Property Transfer Tax Due:

\$944.45

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section

b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____

Capacity _____

Signature _____

Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: Quality Loan Service Corp

Print Name: Rosehill, LLC

Address: 411 Ivy Street

Address: 6770 S. McCarran Bl #202

City: San Diego

City: Reno

State: Ca Zip: 92101

State: Nv Zip: 89509

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: eTRCo, LLC. On behalf of Western Title Company

Esc. #: 084561-DJA

Address: McCarran Branch

6774 So. McCarran Blvd. Suite 102A

City/State/Zip: Reno, NV 89509

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ER 0346

Sarges' 048

APN# : 010-513-07

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 084561-DJA

When Recorded Mail To:

Rosehill, LLC

6770 S. McCarran Blvd. #202

Reno, Nv. 89509

RECORDED AT THE REQUEST OF
ETRCO, LLC

11/02/2016 02:03PM

FILE NO.469496

SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP RMH

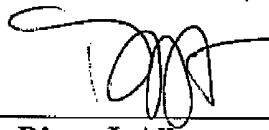
Mail Tax Statements to: (deeds only)

same as above

(space above for Recorder's use only)

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

Signature



Diane J. Allen

Escrow Officer

This document is being
recorded as an
accommodation only.

Trustee's Deed Upon Sale

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0347

Sarges' 049 **469496**

APN No.: 010-513-07
Recording Requested by:

When Recorded Mail to:

Rosehill, LLC
6770 S. Mccarran Blvd. #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: \$316,960.37

The amount paid by the grantee at the trustee sale was: \$255,100.00

The documentary transfer tax is: \$996.45

Said property is in the City of: CARSON CITY, County of CARSON CITY

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Rosehill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **CARSON CITY**, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.G. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**, as trustor, dated 3/4/2006, and recorded on 4/26/2006 as Instrument No. 352840 of Official Records in the office of the Recorder of **CARSON CITY**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 9/3/2015, instrument no 457307, Book , Page , of Official

ER 0348

Sarges' 050 469496

records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on **10/13/2016**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$255,100.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: **NV-15-679709-HL**

Date: **10/21/2016**

QUALITY LOAN SERVICE CORPORATION

By: Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: **California**

County of: **San Diego**

On **OCT 21 2016** before me, **Brenda A. Gonzalez** a notary public, personally appeared Nicole Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

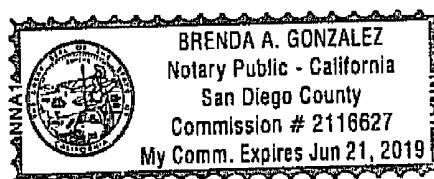
I certify under **PENALTY OF PERJURY** under the laws of the State of **California** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature

Brenda A. Gonzalez



ER 0349

Sarges' 051 469496

EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

EXHIBIT “8”

STATE OF NEVADA DECLARATION OF VALUE

1. Assessors Parcel Number(s)
a) 010-513-07

FOR RECORDERS OPTIONAL USE ONLY
Document #: 470725
Date of Recording: 12/15/2016

2. Type of Property:
a) ☐ Vacant Land
c) ☐ Condo/Twnhse
e) ☐ Apt. Bldg
g) ☐ Agricultural
i) ☐ Other _____
b) ☒ Single Fam. Res.
d) ☐ 2-4 Plex
f) ☐ Comm'l/Ind'l
h) ☐ Mobile Home

FOR RECORDERS OPTIONAL USE ONLY

DOCUMENT/INSTRUMENT #: _____
BOOK _____ PAGE _____
DATE OF RECORDING: _____
NOTES: _____

3. Total Value/Sales Price of Property: \$300,000.00
Deed in Lieu of Foreclosure Only (value of property) (
Transfer Tax Value: \$300,000.00
Real Property Transfer Tax Due: \$1,170.00

4. If Exemption Claimed:
a. Transfer Tax Exemption per NRS 375.090, Section
b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month.

Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity Grantee
Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Rosehill, LLC
Address: 6770 S McCarren Blvd, #202
City: Reno
State: NV Zip: 89509

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Zachary Pedersen and Michelle Pedersen
Address: 1636 Sonoma Street
City: Carson City
State: NV Zip: 89701

COMPANY/PERSON REQUESTING RECORDING

(required if not the seller or buyer)

Print Name: eTRCo, LLC. On behalf of Western Title Company

Esc. #: 084331-CAL

Address: Carson Office
2310 S. Carson St, Suite 5A

City/State/Zip: Carson City, NV 89701

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ER 0351

Sarges' 053

APN# : 010-513-07
RPTT: \$1,170.00

Recording Requested By:
Western Title Company
Escrow No.: 084331-CAL
When Recorded Mail To:
Zachary Pedersen and Michelle
Pedersen
1636 Sonoma Street
Carson City, NV 89701

RECORDED AT THE REQUEST OF
ETRCO, LLC
12/15/2016 10:19AM
FILE NO.470725
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

Mail Tax Statements to: (deeds only)
Same as Above

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

Signature Clindquist
Carrie Lindquist Escrow Officer

Grant, Bargain, and Sale Deed

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0352

Sarges' 054 470725

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rosehill, LLC, a Nevada Limited Liability Company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Zachary Pedersen and Michelle Pedersen, husband and wife as joint tenants

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Carson City, County of Carson City State of Nevada bounded and described as follows:

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B.&M., further described as follows:

Parcel 86 as shown on the Parcel Map for M. G. STAFFORD, INC., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, Page 1714, as Document No. 89571.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 12/13/2016

ER 0353

Sarges' 055 **470725**

Grant, Bargain and Sale Deed – Page 2

Rosehill, LLC

Brett Nelson

By Brett Nelson, Manager

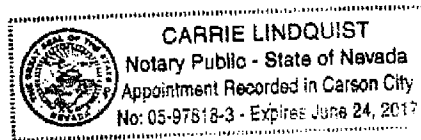
STATE OF NEVADA
COUNTY OF Carson City
This instrument was acknowledged before me on
December 13, 2016

} ss

By Brett Nelson

Carrie Lindquist

Notary Public



ER 0354

Sarges' 056 470725

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

EXHIBIT “9”

Law Offices of
T M PANKOPF, PLLC
Nevada Bar License 7477 ~ California Bar License 202581
9460 Double R Boulevard, Suite 104
Reno, Nevada 89521
Telephone (775) 384-6956
Facsimile (775) 384-6958
E-mail tory@pankopfuslaw.com

10/6/2016

FedEx Overnight and Facsimile (619) 568-3518

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

Re: Real Property : 1636 Sonoma Street, Carson City, NV 89701
APN : 010-513-07
TS No : NV-15-679709-HL
Trustor : Estates of Edwin J. Sarge and Thelma A. Sarge
Sale Date : Thursday, 10/6/2016, at 2:00 p.m.

NOTICE OF TO CEASE AND DESIST

Dear Quality Loan Service Corporation:

My law firm represents the Estates of Edwin J. Sarge and Thelma A. Sarge ("Estate") who are the owners of the real property identified above. On August 13, 2011, Mr. Sarge died and on April 28, 2015, Ms. Sarge died. Obviously, neither Mr. Sarge nor Ms. Sarge could not have been provided the notice of default and election to sell ("NOD") because they were dead. As the attorney representing the Estates, I am notifying you I was not served with and have never been served with the NOD or the Notice of Sale recorded on August 29, 2016. Consequently, the NOD has not complied with Chapter 107 of the Nevada Revised Statutes and the foreclosure sale currently set for Thursday, October 6, 2016, at 2:00 p.m., must be taken off-calendar. Furthermore, the declaration of the mortgage servicer attached to the NOD certifying the mortgage servicer complied with Nevada Senate Bill 321, Section 11(6) is not accurate given both persons have been deceased and no efforts were made by the mortgage servicer to contact me to enquire as the options available to the heirs of the Estates.

Please cease and desist from foreclosing on real property identified above. In the event you should proceed with the foreclosure sale I will proceed to file an action against Western Progressive, the mortgage servicer, and the beneficiary of the deed of trust for violating NRS 107.080. The statute provides the court must award a minimum of \$5,000 or treble the amount of actual damages plus attorney's fees and costs and injunction prohibiting the trustee from proceeding with a foreclosure sale until it has complied with the statute.

ER 0356

Sarges' 058

Quality Loan Service Corporation

Re: Real Property : 1636 Sonoma Street, Carson City, NV 89701
APN : 010-513-07
TS No : NV-15-679709-HL
Trustor : Estates of Edwin J. Sarge and Thelma A. Sarge
Sale Date : Thursday, 10/6/2016, at 2:00 p.m.

October 6, 2016

Page 2

Please confirm with my office the sale has been taken off-calendar. Please contact me if you would like copies of the redacted death certificates.

Sincerely,

T. M. Pankopf, PLLC

s/ Tory M Pankopf

TORY M. PANKOPF
Attorney and Counselor at Law

TMP/bbl

Enclosure as noted.

EXHIBIT “10”

EXHIBIT “10”

EXHIBIT “10”

EXHIBIT “10”

EXHIBIT “10”

EXHIBIT “10”

CODE:

William A. Baker, Esq.
Walsh, Baker & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 853-0883
Fax: (775) 853-0860
Email: wbaker@wbri.net
Attorney for Rosehill, LLC

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

IN THE MATTER OF THE ESTATE OF:

Case No.:

EDWIN JOHN SARGE,

Dept. No:

Deceased.

MOTION TO EXPUNGE LIS PENDENS

COMES NOW, Rosehill, LLC, a Nevada limited liability company, by and through its attorneys, William A. Baker, Esq. of Walsh, Baker & Rosevear, and hereby moves this Court for an Order expunging the Lis Pendens filed in the above entitled action and recorded on October 31, 2016 as Document No. 469390, Official Records of Carson City Recorder.

STATEMENT OF FACTS

1. On or about October 31, 2016, the attorney for the Estate of Edwin John Sarge did cause to be recorded a Notice of Pendency of Action (Lis Pendens) against the real property owned by movant on the real property located at 1636 Sonoma Street, Carson City, Nevada APN 010-513-07. A true and correct copy of said Notice of Lis Pendens is attached hereto as **Exhibit 1**.

2. A Lis Pendens may only be recorded pursuant to the provisions of NRS 14.010 in actions affecting title to real property. There is no quiet title litigation pending with regard to the property encumbered by the notice of pendency of action, 1636 Sonoma Street, Carson City, Nevada.

3. Movant, Rosehill, LLC (hereinafter referred to as "Rosehill"), took title to the real property designated as APN 010-513-07, commonly known as 1636 Sonoma Street, Carson City,

1 Nevada, by virtue of a Trustee's Deed Upon Sale given by Trustee Quality Loan Service Corporation
2 as Grantor to Rosehill dated October 21, 2016 and only just provided to Rosehill by mail for recording
3 purposes. A true and correct copy of said Grant, Bargain and Sale Deed is attached hereto as **Exhibit**
4 **2.**

5 4. Rosehill currently has the subject property sold and in escrow to a third party buyer and
6 it was the escrow company that brought to the attention of Rosehill the most recent Notice of Pendency
7 of Action filing.

8 5. Rosehill purchased the vacant subject property at a Trustee's Sale on October 13, 2016
9 and took possession immediately.

10 6. Rosehill promptly sold the property in AS-IS condition and the present escrow is set to
11 close escrow to the third party buyer on November 30, 2016.

12 7. That Rosehill will be promptly recording its Trustee's Deed now that it has been
13 provided by the trustee service company.

14 8. That at the time the Notice of Pendency of Action was recorded (October 31, 2016), the
15 subject property had been sold to Rosehill more than two weeks prior (October 13, 2016) and had been
16 re-sold by Rosehill to a third party buyer within that time period.

17 9. That the Notice of Pendency of Action that was recorded and which the title company
18 provided to Rosehill, has no case number or department number on it. See **Exhibit 1.**

19 10. Good and valuable consideration was paid by Rosehill at the Trustee's Sale for purchase
20 of the property on October 13, 2016 and it remains the due and lawful owner of the subject property
21 since that time.

22 ARGUMENT

23
24 NRS 14.015 provides that after the recordation of a Notice of Lis Pendens, the party opposing
25 the Notice may request the Court to hold a hearing upon 15 days' notice, which shall take president
26 over all other civil matters except for motions for preliminary injunction. Rosehill hereby opposes the
27 recorded Notice of Pendency of Action and seeks a hearing to expunge it. At said time and place, the
28 party filing the Lis Pendens must appear to establish to the satisfaction of the Court that the pending

1 action affects title or possession to real property, the action was not brought in bad faith or for an
2 improper motive, the party who recorded the notice will be able to perform any and all conditions
3 precedent to their relief sought, and that the party who recorded the notice will not be injured by a
4 transfer. In addition, the recording party must establish to the satisfaction of the court that it is likely to
5 prevail in the action, has a fair chance of success on the merits, and the injury described is sufficiently
6 serious that the hardship to the recording party would be greater than the hardship to the Defendant.

7 Rosehill would submit herein that the Estate can satisfy none of these criteria.

8 Rosehill purchased the property at a Trustee's Sale in which the amount in default at the time of
9 the sale was \$316,960.37 and Rosehill paid \$255,100.00 for the subject property at that time. See
10 **Exhibit 2.** To the knowledge of Rosehill for purposes of this motion, the Estate of Edwin John Sarge
11 has filed no action pending affecting the title to the real estate or challenging the sale by the Trustee at
12 any time. Rosehill has paid substantial and valuable consideration for the subject property and has
13 sold the property to a third party. Rosehill will be substantially damaged in the event that its current
14 sale is negatively impacted by the tardy notice of pendency of action that has been recorded against the
15 subject property. The title company has indicated that it cannot close the property and provide title
16 insurance as long as the notice of pendency of action effectively encumbers the subject property.

17 CONCLUSION

18 Well before the subject lis pendens was recorded, the property to which it has attached was
19 sold for good and valuable consideration to Rosehill, LLC. After that sale was consummated by the
20 payment of \$255,100.00 by Rosehill, the property was placed for sale and Rosehill accepted an offer to
21 purchase the subject property and opened an escrow to accomplish the sale. Rosehill awaited the
22 Trustee's Deed Upon Sale to be prepared and sent to it. That has just recently been received and will
23 be recorded promptly. That sale is scheduled to be closed on November 30, 2016.

24 Based upon the foregoing, it is respectfully request that Rosehill's motion to expunge the notice
25 of pendency of action be granted. In the event the Court is unable or unwilling to grant the motion
26 upon the pleadings, Rosehill would request that the Court set an expedited hearing as contemplated by
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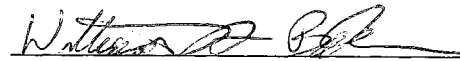
1 the statute so that, if possible, a determination can be made with regard to the notice of pendency of
2 action prior to the current escrow closing date of November 30, 2016.

3
4 **Affirmation Pursuant to NRS 239B.030**

5 The undersigned does hereby affirm that the preceding document does not contain the social
6 security number of any person.

7
8 DATED this 2nd day of November, 2016.

9
10
11 **WALSH, BAKER & ROSEVEAR**

12 

13 William A. Baker, Esq.
14 Attorneys for Plaintiffs
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CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH, BAKER & ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing document on all parties to this action by:

☐ Electronic filing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing

☐ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary course of business practices;

☒ Hand Delivery

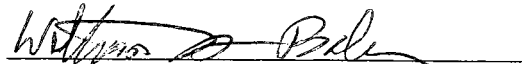
☐ Facsimile

addressed as follows:

Troy Pankopf 9460 Double R. Boulevard, #104 Reno, NV 89521 <i>Attorney for Estate of Edwin John Sarge</i>	
--	--

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day of November, 2016.


William A. Baker, an employee of
Walsh, Baker & Rosevear

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INDEX OF EXHIBITS

EX. NO.	DESCRIPTION	PAGES
1	Notice of Pendency of Action, Document No. 469390	4
2	Trustee's Deed Upon Sale	2

ER 0364

EXHIBIT 1

EXHIBIT 1

ER 0365

Sarges' 067

APN _____

APN _____

APN _____

RECORDED AT THE
REQUEST OF

T. Pankovf

2016 OCT 31 PM 12:21

FILE NO. 469390
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES 17.00 DEP 20

FOR RECORDER'S USE ONLY

Notice of Pendency of Action
TITLE OF DOCUMENT

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

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

Jack Hartman
Signature

Jack Hartman Realtor
Print Name & Title

WHEN RECORDED MAIL TO:

Tory Pankovf

9460 Double R Boulevard #104

Reno NV 89521

- 469390
-

ER 0366

Sarges' 068

1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

REC'D & FILED
2816 OCT 31 AM 11:10
SUSAN HERRIWEATHER
CLERK
BY ~~CLERK~~ DEPUTY

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9
10 IN AND FOR THE CARSON CITY

11 In the matter of the estate of:

12 EDWIN JOHN SARGE,

13 Deceased.

CASE NO:
DEPT NO:

14
15
16 NOTICE OF PENDENCY OF ACTION

17 PLEASE TAKE NOTICE that Petitioner, JILL SARGE, has filed a Petition to Set Aside
18 Estate, which is now pending before the above entitled Court, in the above referenced matter,
19 in the property described in the Petition to Set Aside Estate adverse to the Estate's title, or any
20 cloud on the Estate's title thereto, and concerning and affecting real property as described
21 herein.

22 All that certain real property situated in the Carson City, State of Nevada,
23 described as follows:

24 That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28,
25 Township 15 North, Range 20 East, M.D.B.&M., further described as
26 follows:
27

28 469390

- 1 -

NOTICE OF PENDENCY OF ACTION

Law Offices of
T. M. Pankopf PLLC
9460 Double R Boulevard
Suite 104
Reno, Nevada 89521
(775) 384-6956

ER 0367
Sarges' 069

1 Parcel 86 as shown of the Parcel Map for M. G. Stafford, Inc., filed for
2 record in the office of the Recorder of Carson City, Nevada, on August 22,
3 1989, in Book 6, page 1714, as Document No. 89571.

4 APN 010-513-07

5 1636 Sonoma Street, Carson City, Nevada.

6 The purpose of Petitioner's action, among other things, includes setting the property
7 aside to herself and her siblings, heirs to their father's estate, such that the pending sale can be
8 finalized and pay all of the indebtedness on the property, in full. Said sale is pending entry of
9 the Order Granting the Petition to Set Aside and is ready to be closed.

10 Further, the purpose of Petitioner's action is to enforce Chapter 107 of the Nevada
11 Revised Statutes relating to the Notice of Default recorded on said property which is defective
12 for the notice required to be made for residential real property under NRS 107 et seq.

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

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

16 DATED: This 26th day of October, 2016.

17
18 ***T M PANKOPF PLLC***

19
20 By:



21 TORY M. PANKOPF, ESQ. (SBN 7477)
22 9460 Double R Blvd., Suite 104
23 Reno, NV 89521
24 *Attorney for the Estate and Petitioner*

25
26
27 ~ 469390
28

469390

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

Date October 9, 1971

Susan Meriwether, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, In and for Carson City.

By [Signature]

Deputy

Per N.S. 39 Section 60, may be received, but in no way affects the legality of the document.

ER 0369

Sarges' 071

EXHIBIT 2

EXHIBIT 2

ER 0370

Sarges' 072

APN No.: 010-513-07
Recording Requested by:

When Recorded Mail to:

Rosehill, LLC
6770 S. Mccarran Blvd. #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:
The grantee herein WASN'T the foreclosing beneficiary.
The amount of the unpaid debt together with costs was: **\$316,960.37**
The amount paid by the grantee at the trustee sale was: **\$255,100.00**
The documentary transfer tax is:
Said property is in the City of: **CARSON CITY**, County of **CARSON CITY**

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Rosehill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **CARSON CITY**, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.G. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**, as trustor, dated **3/4/2006**, and recorded on **4/26/2006** as Instrument No. 352840 of Official Records in the office of the Recorder of **CARSON CITY**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **9/3/2015**, instrument no **457307**, Book , Page , of Official

ER 0371

Sarges' 073

records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

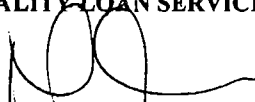
All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on **10/13/2016**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$255,100.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: **NV-15-679709-HL**

Date: **10/21/2016**

QUALITY LOAN SERVICE CORPORATION


By: Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: **California**

County of: **San Diego**

On **OCT 21 2016** before me, **Brenda A. Gonzalez** a notary public, personally appeared Nicole Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature

Brenda A. Gonzalez



ER 0372

Sarges' 074

1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

REC'D & FILED
2025 NOV 30 PM 12:34
AUBREY ROBERTS
CLERK
BY _____

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

10
11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

CASE NO: 16 RP 00009 1B
DEPT NO: I

13 Plaintiffs,

Consolidated with Case Nos.:

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

16 PBT 00107 1B and
16 PBT 00108 1B

17 Defendant(s).

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenor(s)/Defendants

21 And Related Consolidated Cases.
22

23 **DECLARATION OF JILL SARGE**

24 **IN SUPPORT OF MSJ RE COMPLAINT IN INTERVENTION**

25 I, JILL SARGE, declare and state:

26 1. I am the daughter of the decedents Edwin and Thelma Sarge and the record title
27 holder of the subject property at the time of the illegal foreclosure sale. If called as a witness, I
28

1 could competently testify as to all of the matters contained herein. All of the facts set forth in this
2 declaration are based on my own personal knowledge.

3 2. I would contact CMC/Nationstar on a regular basis to ascertain what my options
4 were for retaining and/or selling the subject property. CMC/Nationstar advised me, among other
5 things, I could or another heir could sell the subject property to another entity at a minimum sales
6 price of 95% of the current appraised value of the subject property, if less than the outstanding
7 balance on the loan.

8 3. On or about February 4, 2016, I notified CMC the heirs intended to sell the subject
9 property. I retained Nevada Real Estate Salesperson, Ms. Amy Cowan, to list the subject
10 property. I executed CMC's acknowledgement and returned it to CMC.

11 4. Neither myself nor my brother and sister have ever been served with either the
12 NOD or NOS. QLS's affidavits of mailing aver the NOD and NOS were served on my siblings
13 and me at the Property address and Care Law Program. However, none of us resided at the
14 Property and are not represented by Care Law Program. I reside at 159 Empire Lane, Carson
15 City, Nevada. I have resided there since the beginning of August 2015.

16 I declare, under penalty of perjury under the laws of the State of Nevada that the foregoing
17 is true and correct.

18 **AFFIRMATION**

19 Pursuant to NRS 239B.040, this document does not contain the Social Security Number
20 of any person.

21 Dated: November 27, 2020

22 s/ JILL SARGE
23 JILL SARGE
24
25
26
27
28

1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

RECEIVED
2020 NOV 30 PM 12:34
AUDREY BELL
CLERK
BY _____
DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenor(s)/Defendants

21 And Related Consolidated Cases.
22

23 **DECLARATION OF TORY M. PANKOPF**
24 **IN SUPPORT OF MSJ RE COMPLAINT IN INTERVENTION**

25 I, TORY M PANKOPF, declare and state:

26 1. I am the attorney representing the Estates of Edwin and Thelma Sarge, and Jill
27 Sarge. I am a member in good standing of the State Bar of Nevada and licensed to practice law
28

1 before all the courts of this state. If called as a witness, I could competently testify as to all the
2 matters contained herein. All the facts set forth in this declaration are based on my own personal
3 knowledge.

4 2. Filed concurrently with the opposition to motion for summary judgment as Exhibit
5 "9" is a true and correct copy of the October 6, 2016 letter sent to QLS by me on behalf of
6 Plaintiffs.

7 3. In response to my letter, QLS postponed the sale to the following week i.e.,
8 October 13, 2016 and, on that day, foreclosed on the subject property.

9 I declare, under penalty of perjury under the laws of the State of Nevada that the foregoing
10 is true and correct.

11 **AFFIRMATION**

12 Pursuant to NRS 239B.040, this document does not contain the Social Security Number
13 of any person.

14 Dated: November 30, 2020

15
16 s/ TORY M. PANKOPF
17 TORY M. PANKOPF, ESQ.
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1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

REC'D & FILED
2020 DEC -3 PM 1:42
AUBREY BOWEN ATT
C. COOPER CLERK
BY _____
DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenors/Defendants

21 And Related Consolidated Cases.
22

23 **NOTICE RE OPPOSITION TO AMENDED MOTION FOR SUMMARY JUDGMENT**

24 PLEASE TAKE NOTICE that Plaintiffs, ESTATE OF THELMA AILENE SARGE,
25 ESTATE OF EDWIN JOHN SARGE (collectively, "Estates"), and JILL SARGE ("Sarge")
26 (collectively "Plaintiffs") by and through their attorney of record, Tory M. Pankopf, of the Law
27 Offices of Tory M. Pankopf, Ltd., advise that their opposition to Defendants', ZACHARY and
28

1 MICHELLE PEDERSON (“Defendants”), motion for summary judgment (“Opposition”)
2 (“Motion”) previously filed and served will also serve as their opposition to Defendants’ amended
3 motion to summary judgment given the only change between the two motions is the change to
4 the titles.

5 DATED: This 3rd day of December 2020.

6
7 ***TORY M. PANKOPF LTD***

8 By: s/ TORY M. PANKOPF
9 TORY M. PANKOPF, ESQ.
10 *Attorney for Plaintiffs*
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I hereby certify that on the 3rd day of December 2020, I mailed a true and correct copy of the following document(s):

Notice re Plaintiffs' Opposition to Amended Motion for Summary.

By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the following:

Quality Loan Services Corporation
c/o Kristin Schuler-Hintz, Esq.
MCCARTHY HOLTHUS LLP
9510 W Sahara Ave, Suite 200
Las Vegas, NV 89117
Fax (866) 339-5691
khintz@McCarthyHolthus.com

Zachary and Michelle Pederson
Rosehill LLC
c/o James M. Walsh, Esq.
WASLSH & ROSEVEAR
9468 Double R Bl, Ste A
Reno, NV 89521
Fax (775) 853-0860
jmwalth@wbri.net

NATIONSTAR MORTGAGE LLC
fhn Champion Mortgage Company
c/o Melanie D. Morgan, Esq.
AKERMAN LLP
1635 Village Center Cir, Suite 200
Las Vegas, NV 89134
melanie.morgan.akerman.com

DATED on this 3rd day of December 2020.

s/Tory M. Pankopf
Tory M. Pankopf

1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

REC'D & FILED
2020 DEC -3 PM 1:42
AUDREY ROWLATT
CLERK
BY ~~C. GOOPER~~
DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenors/Defendants

21 And Related Consolidated Cases.
22

23 **AMENDED COMPLAINT**

24 Plaintiffs, ESTATE OF THELMA AILENE SARGE, ESTATE OF EDWIN JOHN
25 SARGE (collectively, "Estates"), and JILL SARGE ("Sarge") (collectively "Plaintiffs") by and
26 through their attorney of record, Tory M. Pankopf, of the Law Offices of Tory M. Pankopf, Ltd.,
27 allege and complain against defendants named herein as follows:
28

1 **PARTIES**

2 1. Plaintiff, Estate of Thelma Ailene Sarge ("Estate" or "Plaintiff"), is the successor in
3 interest to the reverse mortgage/note and secured by the deed of trust on the subject property
4 identified below.

5 2. Plaintiff, Estate of Edwin John Sarge ("Estate" or "Plaintiff"), is the successor in interest
6 to the reverse mortgage/note and secured by the deed of trust on the subject property identified
7 below.

8 3. Plaintiff, Jill Sarge ("Sarge" or "Plaintiff"), is a title holder to the subject property
9 identified below and an heir to the Estates. Plaintiff was the title holder at the time of the illegal
10 foreclosure sale.

11 4. Defendant, Quality Loan Service Corporation ("QLS" or "Defendant"), is a California
12 Corporation doing business in Carson City, Nevada.

13 5. Defendant, Nationstar Mortgage, LLC, doing business as Champion Mortgage Company
14 ("Nationstar" or "Defendant"), is a Delaware Corporation, doing business in Carson City,
15 Nevada.

16 6. Defendant, Rosehill, LLC ("Rosehill" or "Defendant"), is a Nevada Corporation doing
17 business in Carson City, Nevada.

18 7. Defendant, Zachary Pederson ("Mr. Pederson" or "Defendant"), is an individual who
19 resides in Carson City, Nevada.

20 8. Defendant, Michelle Pederson ("Ms. Pederson" or "Defendant"), is an individual who
21 resides in Carson City, Nevada.

22 9. Defendant, Mortgage Equity Conversion Asset Trust 2011-1, a.k.a. Mortgage Equity
23 Conversion Asset Trust 2011-1, Mortgage-Backed Securities 2011-1 ("Trust" or "Defendant"),
24 is a Delaware Statutory Trust doing business in Carson City.¹

25 10. Defendant, U.S. Bank, National Association ("US Bank" or "Defendant"), is a national
26 bank doing business in Carson City.²

27 _____
28 ¹ The Trust failed to answer the complaint and a default was entered on or about September 3, 2020.

² U.S. Bank failed to answer the complaint and a default was entered on or about September 3, 2020.

11. Plaintiffs are informed and believe, and upon such information and belief allege, that each defendant designated herein as fictitiously named DOES I through X, inclusive, claims and interest in, occupies or utilizes the real property described herein, claims to be the landlord, or is responsible in some manner for the events and happenings herein referred to and causes damage proximately hereby to Plaintiffs as hereafter alleged. When the true names of defendants are discovered, Plaintiffs will seek leave to amend this complaint and proceedings herein to substitute the true names of defendants. Plaintiffs believe each defendant designated herein as DOE claim an interest in the Property adverse to Plaintiffs.

12. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned each defendant was the agent, employee, joint venture or partner with each of the remaining defendants and was at all times herein mentioned acting within the course and scope of their employment relationship and/or in the course and scope of their agency, joint venture or partner relationship with each of the other.

FACTUAL ALLEGATIONS

Failure to Comply with NRS 107.080 Voids Foreclosure Sale.

13. The real property illegally foreclosed on or about October 13, 2016 is situated in Carson City, Nevada, and described as:

All that certain real property situated in Carson City, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B.&M., further described as follows:

Parcel 86 as shown of the Parcel Map for M. G. Stafford, Inc., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, page 1714, as Document No. 89571.

APN 010-513-07

1636 Sonoma Street, Carson City, Nevada.

("Property")

14. Plaintiff, Estates, had a reverse mortgage/note ("reverse mortgage" or "note") secured by a deed of trust and Plaintiff, Sarge, as an heir to the decedents and record title holder at the time

1 of the unlawful foreclosure sale is a third party beneficiary to the reverse mortgage and deed of
2 trust.

3 15. The Property was unlawfully foreclosed on by defendants, Nationstar, QLS, Trust and US
4 Bank, (collectively, "Foreclosing Defendants") by virtue of the deed of trust.

5 16. At the time of the unlawful foreclosure sale, Plaintiff, Jill Sarge, was a title holder of the
6 Property by virtue of the deed upon death recorded in Carson City by her parents, Edwin and
7 Thelma Sarge ("decedents") and an heir to their Estates.

8 17. Defendants had, at the least, constructive knowledge and, at the most, actual knowledge
9 of the recorded deed upon death.

10 18. Defendant, Nationstar, is and was the beneficiary of the deed of trust and holder of the
11 note/reverse mortgage at the time of the unlawful foreclosure sale by virtue of a recorded
12 assignment of deed of trust.

13 19. Defendant, Nationstar, is and was the servicer of the reverse mortgage by virtue of a
14 servicing agreement with defendants, US Bank and Trust, at the time of the unlawful foreclosure
15 sale.

16 20. Prior to the recording of the notice of default ("NOD"), plaintiff, Sarge, had notified
17 defendant, Nationstar, that her mother, Thelma Sarge, had passed away. At the same time, she
18 notified Nationstar her physical and mailing address was 159 Empire Lane, Carson City, Nevada,
19 89701 ("Empire Lane" or "Known Address"). She directed Nationstar to send all notices,
20 mortgage statements, and correspondence regarding her mother and father's reverse mortgage to
21 the Empire Lane address.

22 21. After receiving notice from plaintiff, Sarge, and prior to the unlawful foreclosure sale,
23 defendant, Nationstar, began sending notices, mortgage statements, and correspondence
24 addressed to the Estates at Plaintiffs' Known Address.

25 22. The doctrine of the law of the case provides that the law or ruling of a first appeal must
26 be followed in all subsequent proceedings, both in the lower court and on any later appeal." *Tien*
27 *Fu Hsu v. County of Clark* (Nev. 2007) 123 Nev. 625, 629.

23. The law of this case is found in the Nevada Supreme Court’s opinion reversing and remanding the order dismissing Plaintiff’s complaint. *Estate of Sarge v. Quality Loan Serv. Corp.* (In re Estate of Sarge) (Nev., Feb. 27, 2020, No. 73286).

24. Plaintiffs’ known address is Empire Lane. *Sarge* at 5.

25. Defendant, Nationstar, had actual notice of Plaintiffs’ Known Address.

26. Based on information and belief, defendant, Trust, actually owned or was the holder of the note/reverse mortgage at the time of the unlawful foreclosure sale. That is, the note/reverse mortgage was part of its res.

27. Based on information and belief, defendant, US Bank, was the trustee of the Trust at the time of the illegal foreclosure sale.

28. Based on information and belief, defendant, Nationstar was the agent for US Bank and the Trust by virtue of their servicing agreement regarding the reverse mortgage and deed of trust.

29. Defendant, QLS, served as the agent for defendant, Nationstar, by virtue of the substitution of trustee of the deed of trust executed and recorded by Nationstar.

30. Foreclosing Defendants are all liable for the unlawful foreclosure by their acts, failures to act, and agency relationship with one another.

31. Foreclosing Defendants had a duty to comply with Nevada’s non-judicial foreclosure statutes i.e., NRS Chapter 107 while it unlawfully foreclosed on the Property.

32. Nevada’s non-judicial foreclosure notice statute i.e., NRS 107.080³, required defendant, QLS, to make “a good-faith effort to ascertain the [Plaintiffs’] current address” i.e., “known address.” *Sarge* at 4 citing *In re Smith*, 866 F.2d 576, 586 (3d Cir 1989).

33. A “known address” shall be determined with reference to the [note/reverse mortgage] servicer’s (i.e., defendant, Nationstar) actual and constructive knowledge of it. *Id.* citing *Wanger v EMC Mortg. Corp.*, 127 Cal.Rptr.2d 685, 693 (Ct.App. 2002).

34. Based upon information and belief, in addition to the constructive knowledge defendant, QLS, had regarding Plaintiffs’ Known Address, defendant QLS also had actual knowledge of

³ Any reference to NRS 107.080 is in reference to the statute as amended by SB239 and enacted on June 1, 2015.

1 Plaintiffs' Known Address prior to recording the Notice of Default and Election to Sell ("NOD")
2 on September 2, 2015 and unlawfully recording the Notice of Sale ("NOS") on August 29, 2016.

3 35. Foreclosing Defendants, including QLS, failed to provide written notice of the NOD or
4 NOS to the Estates and record titleholders (i.e., the heirs) of the Property at their Known Address.
5 See NRS 107.080(2), (3), and (4).

6 36. Defendant, QLS, has freely admitted that it did not make any "good-faith effort to
7 ascertain" Plaintiffs' Known Address in its motion to dismiss the complaint that this pleading
8 now amends because it argued that NRS 107.080 only required it to serve notices to Plaintiffs at
9 the recorded address.⁴ Of course, the law of this case requires the NOD and NOS to be sent to
10 the Known Address of Plaintiffs. *Sarge* at 5.

11 37. Defendant's, QLS, affidavits of servicer re the NOD and NOS that QLS filed in support
12 of its 2016 motion to dismiss the complaint confirms Foreclosing Defendants did not serve
13 Plaintiffs at their Known Address.

14 38. This action to remedy Foreclosing Defendants', including Nationstar and QLS, unlawful
15 foreclosure sale had to be commenced 15-days after the date the trustee's deed was recorded i.e.,
16 November 2, 2016 and the notice of pendency of action recorded 5-days after the commencement
17 of the action. Plaintiffs timely commenced the action and recorded the notice of pendency of
18 action on October 31, 2016 before the trustee's deed was recorded. Consequently, as a matter of
19 law, the unlawful foreclosure sale is void and the Court must declare the sale void.

20 **Failure to Comply with NRS 107.550 Voids Foreclosure Sale.**

21 **Cancellation of NOD – Expiration After Nine Months.**

22 39. Foreclosing Defendants, including QLS and Nationstar, violated NRS 107.550.

23 40. NRS 107.550(1) requires any NOD recorded pursuant to subsection 2 of NRS 107.080 or
24 any NOS recorded pursuant to subsection 4 of NRS 107.080 must be rescinded, and any pending
25 foreclosure sale must be cancelled, if the borrower accepts a permanent foreclosure prevention
26

27
28 ⁴ "In interpreting NRS 107.080(3) harmoniously with NRS 107.080(4)(a), [] pertinent notices must be sent to the
current title holder's last known address, not just one known address as [Defendants contend]." *Daygo Funding
Corp. v. Mona* (Nev., Oct. 2, 2018, No. 70833) [pp. 9].

1 alternative or an NOS is not recorded within 9 months after the NOD is recorded pursuant to
2 subsection 2 of NRS 107.080.

3 41. Foreclosing Defendants, including QLS, caused the NOD to be recorded on September 2,
4 2015. Thereafter, Foreclosing Defendants, including QLS, caused the NOS to be recorded on
5 August 29, 2016. That is the NOS was recorded almost exactly 12 months after the NOD was
6 recorded. Foreclosing Defendants, including QLS, were required to cancel the NOD because it
7 had ceased to be valid after 9 months. NRS 107.550(1).

8 42. Foreclosing Defendants, including QLS, were precluded by law from recording the NOS
9 because the NOD had expired. Id.

10 43. Regardless, Foreclosing Defendants, including QLS and Nationstar, to Plaintiffs'
11 detriment and prejudice, proceeded with the unlawful foreclosure sale.

12 44. As a matter of law, the foreclosure sale is void and must be declared void.

13 **Cancelation of NOD – Acceptance of Foreclosure Prevention Alternative.**

14 45. Foreclosing Defendants, including Nationstar, notified the record title holders and Estates
15 that, pursuant to the terms of the reverse mortgage and deed of trust, the Estates and its heirs
16 (record title holders) could pay off the outstanding balance on the reverse mortgage for 95% of
17 the appraised value.

18 46. Plaintiffs notified Foreclosing Defendants, including Nationstar, they were
19 exercising/accepting the reverse mortgage option to satisfy the note by paying 95% of the
20 appraised value of the subject property i.e., their foreclosure prevention alternative.

21 47. Foreclosing Defendants, including Nationstar, acknowledged receipt of their notification
22 of acceptance. Thereafter, Plaintiffs marketed the house for sale and had received an offer to
23 purchase the house.

24 48. Foreclosing Defendants, including QLS and Nationstar, were required to cancel the NOD
25 and were precluded from recording the NOS because Plaintiffs had accepted their foreclosure
26 prevention alternative. NRS 107.550.

27 49. Regardless, Foreclosing Defendants, including QLS and Nationstar, to Plaintiffs'
28 detriment and prejudice, proceeded with the unlawful foreclosure sale.

1 50. As a matter of law, the unlawful foreclosure sale is void and the Court must declare it
2 void.

3 **Foreclosing Defendants' Failure to Provide Statutory Notice Prejudiced Plaintiffs.**

4 51. Foreclosing Defendants', including QLS and Nationstar, violations of both NRS 107.080
5 and 107.550 prejudiced Plaintiffs by: 1) Depriving them of their contractual right under the terms
6 of the reverse mortgage and deed of trust to exercise the 95% pay off option; 2) unilaterally
7 terminating the foreclosure prevention alternative they had accepted; 3) retiring \$32,000.00 in
8 additional principal and interest without having to pay; 4) realizing \$15,000.00⁵ cash; 5) Saving
9 money by avoiding fees added to the loan balance; and 6) Preventing the foreclosure sale.

10 52. Foreclosing Defendants, including Nationstar, advised Plaintiffs that the benefits of
11 choosing/accepting 95% option contained in the terms of the reverse mortgage/note and deed of
12 trust were: 1) Keeping the home in the family; 2) Preventing a foreclosure; and 3) Saving money
13 by avoiding fees added to the loan balance. Probably the most important benefit was paying off
14 the entire loan balance for only 95% of the appraised value.

15 53. According to Foreclosing Defendants, including Nationstar and QLS, the amount due and
16 owing on the reverse mortgage at the time of the unlawful foreclosure sale was about \$317,000.00.

17 54. At the time of the unlawful foreclosure sale the fair market value ("FMV") of the subject
18 property was \$300,000.00 given defendant, Rosehill, purchased it for \$255,100.00 at the
19 distressed sale and immediately (the next day) flipped it to defendants, Pedersons, for the
20 \$300,000.00.

21 55. Ninety-five percent (95%) of the FMV is \$285,000.00.

22 56. Foreclosing Defendants', including QLS and Nationstar, unlawful foreclosure sale of the
23 Property prejudiced Plaintiffs by denying them the benefit of the bargain of the reverse mortgage
24 and the benefits identified by Foreclosing Defendants, including Nationstar. That is, but not
25 limited to, retiring the \$317,000.00 note for \$285,000.00 which would have been a savings of
26
27

28 _____
⁵ The actual number is \$300,000.00 as discussed infra.

1 \$32,000.00. Moreover, Plaintiffs would have been able to keep the difference between the FMV
2 and the 95% of FMV i.e., \$15,000.00.

3 **Discharge of Amount Tendered by Plaintiffs.**

4 57. However, as a consequence of Foreclosing Defendants', including QLS and Nationstar,
5 unlawful foreclosure, the amount Plaintiffs have been damaged is considerably more because the
6 reverse mortgage/note is a negotiable instrument as defined by Nevada's Uniform Commercial
7 Code ("UCC") and is, therefore, governed by the UCC.

8 58. Pursuant to NRS 104.3603(2), if tender of payment of an obligation to pay an
9 instrument is made to a person entitled to enforce the instrument and the tender is refused, there
10 is discharge, to the extent of the amount of the tender, of the obligation.

11 59. Plaintiffs' exercise of their reverse mortgage option to pay 95% of the appraised value in
12 full satisfaction of the loan balance constituted a tender of payment to Foreclosing Defendants,
13 including Nationstar.

14 60. Foreclosing Defendants', including QLS and Nationstar, unlawful foreclosure sale of the
15 Property constituted a refusal of Plaintiffs' amount tendered. Given the FMV is \$300,000.00 as
16 discussed above, \$285,000.00 has been discharged. NRS 104.3603(2).

17 61. Given Foreclosing Defendants', including QLS and Nationstar, refusal to accept
18 Plaintiffs' tender, Foreclosing Defendants, including QLS and Nationstar, had no right in monies
19 paid at the unlawful foreclosure sale because of the discharge of the debt. That sum is the
20 \$255,100.00 defendant, Rosehill, paid at the unlawful foreclosure sale and Foreclosing
21 Defendants, including QLS and Nationstar, accepted.

22 62. Foreclosing Defendants have converted \$255,100.00 of the monies rightfully belonging
23 to Plaintiffs and have prejudiced Plaintiffs from realizing the remaining \$44,900.00.

24 63. Foreclosing Defendants, including QLS and Nationstar, as a matter of law, have damaged
25 Plaintiffs in the amount of \$300,000.00.

26 **Unlawful Foreclosure Sale is Void as a Matter of Law.**

27 64. Pursuant to subsection 5, the sale must be declared void where Plaintiffs timely
28 commenced this action, timely recorded a notice of pendency of action, and the trustee did not

1 substantially comply with NRS 107.080.⁶ Substantial compliance is found when the Estates and
2 title holders "had actual knowledge of the default and the pending foreclosure sale" and "were not
3 prejudiced by the lack of statutory notice."⁷

4 65. Plaintiffs timely commenced this action on October 31, 2016, after the unlawful
5 foreclosure sale and before the trustee's deed was recorded.

6 66. Foreclosing Defendants, including QLS and Nationstar, did not provide statutory notice
7 of either the NOD or NOS to Plaintiffs at their Known Address.

8 67. Foreclosing Defendants, including QLS and Nationstar, did not substantially comply with
9 NRS 107.080 because Plaintiffs have been prejudiced by their lack of statutory notice (discussed
10 supra). In fact, it is impossible for Foreclosing Defendants, including QLS and Nationstar, to
11 have substantially complied with the statute because of the undeniable prejudice suffered by
12 Plaintiffs due to the lack of statutory notice (discussed supra).⁸

13 68. Moreover, Plaintiffs did not receive any actual notice regarding the NOD and only learned
14 of the sale date for the unlawful foreclosure, virtually contemporaneously, the day before it was
15 set to go to sale i.e., October 6, 2016. At that time, Plaintiffs sought legal counsel to advise them
16 of their rights and whether they could stop sale.

17 69. As a matter of law, the unlawful foreclosure sale is void for three (3) separate reasons.
18 They are: 1) Failing to provide statutory notice; 2) Failing to cancel/rescind NOD after nine (9)
19 months; and 3) Failing to cancel/rescind NOD after Plaintiffs accepted foreclosure prevention
20 alternative. The unlawful foreclosure sale must be declared void each and any of the three separate
21 reasons.

22 **Punitive Damages**

23 70. As discussed supra, on or about February 2016, Plaintiffs notified Foreclosing Defendants,
24 including Nationstar, that they were accepting the foreclosure prevention alternative and were
25 exercising their right pursuant to the terms of the reverse mortgage/note and deed of trust.

27 ⁶ *Daygo Funding* at 15.

28 ⁷ *Id.* at 10.

⁸ *Id.*

1 71. Regardless, Foreclosing Defendants, including QLS and Nationstar, with malice and
2 oppression, and a conscious disregard of Plaintiffs' rights proceeded with the unlawful
3 foreclosure sale and did unlawfully foreclose on Plaintiffs' Property.

4 72. At all times stated herein, Foreclosing Defendants, including Nationstar and QLS, knew
5 Nevada's foreclosure statutes i.e., NRS 107.550, required them to rescind/cancel the NOD upon
6 Plaintiffs acceptance of the foreclosure prevention alternative.

7 73. At all times stated herein, Foreclosing Defendants, including Nationstar and QLS, knew
8 Nevada's foreclosure statutes i.e., NRS 107.550, required them to rescind/cancel the NOD nine
9 (9) months after they recorded the NOD.

10 74. At all time stated herein, Foreclosing Defendants, including Nationstar and QLS, knew
11 Nevada's legislature and governor enacted NRS 107.550 for the purpose of remedying the
12 foreclosing industry's unfair and unjust practice of "dual tracking."

13 75. "Dual tracking" occurs when a mortgage servicer i.e., Foreclosing Defendants, including
14 Nationstar and QLS, continues to foreclose on a borrowers' home i.e., Plaintiffs, while
15 simultaneously considering the borrowers' application for a foreclosure prevention alternative or,
16 as is the case here, when borrowers' have accepted a foreclosure prevention alternative.

17 76. Foreclosing Defendants', including Nationstar and QLS, dual tracked (continued) the
18 unlawful foreclosure sale after Plaintiffs' accepted the foreclosure prevention alternative by
19 unlawfully foreclosing on the Property. Foreclosing Defendants', including Nationstar and QLS,
20 "dual tracking" conduct was despicable, unfair, unjust, and is morally reprehensible.

21 77. At all times stated herein, Foreclosing Defendants, including Nationstar and QLS, knew
22 Nevada's foreclosure statutes i.e., NRS 107.080, required them to provide statutory notice of the
23 NOD and NOS to Plaintiffs at Plaintiffs Known Address.

24 78. At the time Foreclosing Defendants, including Nationstar and QLS, received Plaintiffs'
25 notice of acceptance of their foreclosure prevention alternative and election to exercise Plaintiffs'
26 95% option under the terms of the reverse mortgage/note and deed of trust, Foreclosing
27 Defendants, including Nationstar and QLS, considered their obligations under Nevada's
28 foreclosure statutes and the terms of the reverse mortgage/note and deed of trust and reasoned

1 whether proceeding with the unlawful foreclosure sale would pose any probable harmful
2 consequences to Plaintiffs.

3 79. Foreclosing Defendants', including Nationstar and QLS, reasoning concluded that there
4 would be possible harmful consequences that Plaintiffs would suffer if they proceeded with the
5 unlawful foreclosure. Those harmful consequences included are, but not limited to, Plaintiffs
6 being precluded from: 1) Realizing the benefit of the foreclosure prevention alternative
7 Foreclosing Defendants had offered and Plaintiffs had accepted; 2) Exercising their 95% pay off
8 option under the terms of the reverse mortgage/note and deed of trust; 3) Keeping the home in the
9 family; 4) Preventing the foreclosure sale; and 3) Saving money by avoiding fees added to the
10 loan balance.

11 80. Regardless of Foreclosing Defendants', including Nationstar and QLS, conclusions
12 regarding the harmful consequences Plaintiffs would suffer, Foreclosing Defendants, including
13 Nationstar and QLS, willfully and deliberately decided they would not act to avoid the harmful
14 consequences Plaintiffs would suffer.

15 81. Instead, Foreclosing Defendants, including Nationstar and QLS, acted with malice and
16 oppression, with a conscious disregard of Plaintiffs' rights when they egregiously elected to
17 proceed with the unlawful foreclosure sale by consciously ignoring their obligations, pursuant to
18 NRS 107.080, 107.550, and under the terms of the reverse mortgage/note and deed of trust, to
19 cancel the NOD.

20 82. Foreclosing Defendants, including Nationstar and QLS, intended to cause the harmful
21 consequences resulting from the unlawful foreclosure sale Plaintiffs have suffered because they
22 had considered the harmful effect of the unlawful foreclosure sale on Plaintiffs and proceeded
23 with the unlawful foreclosure sale rather than avoiding the harmful consequences by simply
24 following the Nevada's law, i.e., NRS 107.080, 107.550, and the terms of the reverse
25 mortgage/note and deed of trust, and canceling the unlawful foreclosure sale.

26 83. Foreclosing Defendants', including Nationstar and QLS, conscious decision to proceed
27 with the unlawful foreclosure sale despite the harmful consequences Plaintiffs would suffer was
28 despicable conduct because Plaintiffs have been subjected to cruel and unjust hardship by: 1)

1 Losing their home; 2) Being cheated after accepting the foreclosure prevention alternative; 3)
2 Being prevented from exercising their 95% Option in the terms of the reverse mortgage/note and
3 deed of trust; 4) Having the home unlawfully foreclosed upon; 5) Not saving money by avoiding
4 fees added to the loan balance; 6) Having to Retain legal counsel to right their wrong; and because
5 6) It was the unfair, unjust and despicable conduct Nevada's legislature and governor were
6 specifically trying to remedy when enacting NRS 107.550.

7 84. Prior to Foreclosing Defendants, including Nationstar and QLS, recording the NOS on or
8 about August 29, 2016, Foreclosing Defendants, again considered and reasoned whether their
9 unlawful foreclosure of Plaintiffs' Property would have any possible harmful consequences.

10 85. Plaintiffs incorporate by reference herein paragraphs 72-83 supra.

11 86. After Foreclosing Defendants', including Nationstar and QLS, second deliberation
12 regarding their obligations under Nevada law, the terms of the reverse mortgage/note and deed of
13 trust, and the harmful consequences Plaintiffs would suffer if they proceeded with the unlawful
14 foreclosure sale, Foreclosing Defendants egregiously opted to proceed with the unlawful
15 foreclosure sale by recording the unlawful NOS.

16 87. Thereafter, on October 6, 2016, the morning before the afternoon of the unlawful
17 foreclosure sale, Plaintiffs faxed and FedEx'd a cease and desist letter advising Foreclosing
18 Defendants, including QLS, of their violations of NRS 107.080 and Plaintiffs' intent to file suit
19 and seek damages if the unlawful foreclosure sale is not canceled.

20 88. Upon receipt of Plaintiffs' cease and desist letter, Foreclosing Defendants, including QLS
21 and Nationstar, postponed the unlawful foreclosure sale from October 6, 2016 to the following
22 week on October 13, 2016.

23 89. During Foreclosing Defendants', including QLS and Nationstar, postponement of the
24 unlawful foreclosure sale, Foreclosing Defendants, including QLS and Nationstar, took that time
25 to review the status of their unlawful foreclosure sale of Plaintiffs' Property and review their two
26 prior egregious decisions to proceed with the unlawful foreclosure sale that they knew would
27 cause Plaintiffs to suffer harmful consequences.

1 90. Based upon information and belief, defendant, QLS, contacted and consulted with
2 defendant, Nationstar, to advise it regarding Plaintiffs' cease and desist letter and to consider
3 whether they should cancel or proceed with the unlawful foreclosure sale.

4 91. Foreclosing Defendants, including Nationstar and QLS, reviewed the Plaintiffs' cease and
5 desist letter.

6 92. Foreclosing Defendants, including Nationstar, confirmed again with defendant, QLS, that
7 Plaintiffs had accepted the foreclosure prevention alternative and were exercising their option
8 under the terms of the reverse mortgage/note and deed of trust.

9 93. Foreclosing Defendants, including Nationstar and QLS, confirmed again that NRS
10 107.550 required them to cancel the NOD after Plaintiffs had accepted the foreclosure prevention
11 alternative and were exercising their option under the terms of the reverse mortgage/note and deed
12 of trust.

13 94. Foreclosing Defendants, including Nationstar and QLS, confirmed again that NRS
14 107.550 required them to cancel the NOD nine (9) months after it had been recorded if the NOS
15 had not been recorded within the stated time frame.

16 95. Foreclosing Defendants, including Nationstar and QLS, confirmed again that NRS
17 107.550 precluded them from having recorded the unlawful NOS.

18 96. Foreclosing Defendants, including Nationstar and QLS, confirmed that Plaintiffs were not
19 served either the NOD or unlawful NOS at Plaintiffs' Known Address.

20 97. Prior to Foreclosing Defendants, including Nationstar and QLS, proceeding with their
21 unlawful foreclosure sale on October 13, 2016, Foreclosing Defendants, for a third time
22 considered and reasoned whether their unlawful foreclosure of Plaintiffs' Property would pose
23 any possible harmful consequences.

24 98. Plaintiffs incorporate by reference herein paragraphs 72-83 supra.

25 99. Foreclosing Defendants, including Nationstar and QLS, after considering the effect of the
26 unlawful foreclosure sale on Plaintiffs and reasoning they would suffer harmful consequences,
27 Foreclosing Defendants, on about October 13, 2016, for the third time acted with malice and
28

1 oppression, with a conscious disregard of Plaintiffs' rights by proceeding with and concluding the
2 unlawful foreclosure sale.

3 100. The harmful consequences Foreclosing Defendants, including Nationstar and QLS,
4 considered, contemplated and reasoned Plaintiffs would suffer as a result of their despicable
5 conduct did in fact occur.

6 101. After the unlawful foreclosure sale, Plaintiffs timely filed this action.

7 102. In response, Foreclosing Defendants, including Nationstar and QLS, have doubled down
8 on their position by wrongly contending they did not have to notice Plaintiffs at their Known
9 Address and completely ignoring their statutory obligations under NRS 107.550 and obligations
10 under the terms of the reverse mortgage/note and deed of trust.

11 103. Foreclosing Defendants', each of them, despicable, malicious and oppressive conduct
12 with their conscious disregard of Plaintiffs' rights must be punished. Foreclosing Defendants',
13 each of them, conduct must be deterred.

14 104. Punitive damages must be awarded against each of the Foreclosing Defendants in addition
15 to the treble damages identified in NRS 107.080 and 107.560^{9, 10}

16 **Attorneys' Fees as Special Damages.**

17 105. Plaintiffs are entitled to their attorney's fees as special damages where they have incurred
18 fees in recovering real property and clearing the cloud on the title i.e., the Property herein
19 described above.¹¹

20 106. Plaintiffs incorporate by reference herein paragraphs 1-104 supra.

21 107. Plaintiffs have incurred attorney's fee in their efforts to recover the Property and clear the
22 cloud on its title caused by Foreclosing Defendants' unlawful foreclosure sale i.e., the recorded
23 trustees's deed and defendants', Pedersons, subsequently recorded grant deed.

24 _____
25 ⁹ The rights, remedies and procedures provided by NRS 107.560 are in addition to and independent of any other
rights, remedies or procedures provided by law." Nev. Rev. Stat. § 107.560(7).

26 ¹⁰ Regarding whether a statute for treble damages is punitive, Webb v. Shull (Nev. 2012) 270 P.3d 1266, 1267 states
27 "[] when a statute lacks an express or implied mental culpability element, we presume that the Legislature intended
to omit such an element. Furthermore, deferring to legislative intent, we decline to imply a heightened level of
mental culpability to a statute that is not punitive in nature."

28 ¹¹ *Sandy Valley Assocs. v. Sky Ranch Estates* (Nev. 2001) 117 Nev. 948, 957.

1 108. Foreclosing Defendants' intentional and calculated action unlawfully foreclosing on
2 Plaintiffs' Property left Plaintiffs with only one course of action, that is litigation.

3 109. Plaintiffs' attorney's fees are a foreseeable consequence of Foreclosing Defendants'
4 conduct and are the natural and proximate consequence of the unlawful foreclosure sale.

5 110. Based thereon, Plaintiffs are entitled to their attorney's fees as special damages according
6 to proof at trial.

7 **CAUSE OF ACTION**

8 **(Violations of NRS 107.080)**

9 **As to Foreclosing Defendants Only.**

10 111. Paragraphs 1 through 110 of this Amended Complaint are incorporated herein as if the
11 same were set forth herein in full and at length.

12 112. Foreclosing Defendants, DOES I – X, and each of them, had a duty to comply with NRS
13 107.080 prior to unlawfully foreclosing on the Property.

14 113. Foreclosing Defendants, DOES I – X, and each of them, owed the duty to Plaintiffs.

15 114. Foreclosing Defendants, DOES I – X, and each of them, breached NRS 107.080.

16 115. As a direct and proximate cause of Foreclosing Defendants', DOES I – X, and each of
17 them, violations of NRS 107.080, Plaintiffs have been damaged.

18 116. The sale must be declared void and statutory damages rendered unto Plaintiffs.

19 **CAUSE OF ACTION**

20 **(Violations of NRS 107.550)**

21 **As to Foreclosing Defendants Only.**

22 117. Paragraphs 1 through 110 of this Amended Complaint are incorporated herein as if the
23 same were set forth herein in full and at length.

24 118. Foreclosing Defendants, DOES I – X, and each of them, had a duty to comply with NRS
25 107.550 prior to unlawfully foreclosing on the Property.

26 119. Foreclosing Defendants, DOES I – X, and each of them, owed the duty to Plaintiffs.

27 120. Foreclosing Defendants, DOES I – X, and each of them, breached NRS 107.550.

1 121. As a direct and proximate cause of Foreclosing Defendants', DOES I – X, and each of
2 them, violations of NRS 107.550, Plaintiffs have been damaged.

3 122. The sale must be declared void and statutory damages rendered unto Plaintiffs.

4 **CAUSE OF ACTION**

5 **(Conversion)**

6 **As to Foreclosing Defendants Only.**

7 123. Paragraphs 1 through 110 of this Amended Complaint are incorporated herein as if the
8 same were set forth herein in full and at length.

9 124. Foreclosing Defendants, DOES I – X, and each of them, converted \$255,100.00 they
10 received from the unlawful foreclosure sale rightfully belonging to Plaintiffs as discussed above.

11 125. Foreclosing Defendants, DOES I – X, and each of them, conversion damaged Plaintiffs in
12 the amount \$255,100.00 they received from the unlawful foreclosure sale rightfully belonging to
13 Plaintiffs as discussed above.

14 **CAUSE OF ACTION**

15 **(Unjust Enrichment)**

16 **As to Foreclosing Defendants Only.**

17 126. Paragraphs 1 through 110 of this Amended Complaint are incorporated herein as if the
18 same were set forth herein in full and at length.

19 127. Foreclosing Defendants, DOES I – X, and each of them, have been unjustly enriched by
20 converting the \$255,100.00 they received from the unlawful foreclosure sale and failing to
21 forward the entire proceeds to rightfully belonging to Plaintiffs as discussed above.

22 **CAUSE OF ACTION**

23 **(Quiet/Slander of Title)**

24 **As to All Defendants Only.**

25 128. Paragraphs 1 through 110 of this Amended Complaint are incorporated herein as if the
26 same were set forth herein in full and at length.

1 129. Foreclosing Defendants, DOES I – X, and each of them have slandered Plaintiffs’ title to
2 the Property by unlawfully foreclosing on it and causing a trustee’s deed, the NOD, and the NOS
3 to be recorded against it and divesting recorded title from Plaintiffs.

4 130. Defendants, Rosehill and Pedersons, and each of them, have slandered Plaintiffs’ title by
5 causing the grant deed to be recorded against the Property

6 131. Plaintiffs remain equitable title holders to the Property despite the unlawfully recorded
7 NOD, NOS, trustee’s deed, and defendants’, Pedersons, grant deed.

8 132. Plaintiffs seek to quiet title to the Property by declaring the recorded slanders void and
9 expunging them from Carson City’s recorded documents.

10 133. As a direct and proximate cause of defendants’, DOES I – X, and each of them, slandering
11 Plaintiffs’ title to the Property, Plaintiffs have been damaged.

12 134. The unlawful foreclosure sale and subsequent sale to defendants, Pedersons, must be
13 declared void and expunged from the Property’s chain of title.

14 135. Plaintiffs seek attorney’s fees as special damages.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs pray for judgment as follows:

- 17 1. Against each Foreclosing Defendant for violating NRS 107.080 and 107.550;
- 18 2. Against each Foreclosing Defendant for, pursuant to NRS 107.080, mandatory
19 statutory damages in the amount of \$5000.00 for Plaintiffs or treble the amount of
20 actual damages, whichever is greater;
- 21 3. Against each Foreclosing Defendant for, pursuant to NRS 107.560, mandatory
22 statutory damages in the amount of \$50,000.00 for Plaintiffs or treble the amount of
23 actual damages, whichever is greater;
- 24 4. Against each Foreclosing Defendant for conversion;
- 25 5. Against each Foreclosing Defendant for \$255,100.00 for their conversion of the
26 unlawful foreclosure sale proceeds;
- 27 6. Against each Foreclosing Defendant for Punitive damages for their conversion;
- 28 7. Against each Foreclosing Defendant for unjust enrichment;

- 1 8. Against each Foreclosing Defendant for \$255,100.00 for their unjust enrichment;
2 9. Against all defendants for slandering Plaintiffs' title to the Property;
3 10. Against all defendants declaring the unlawful foreclosure sale void pursuant to NRS
4 107.080 and 107.550;
5 11. Against all defendants restoring clear title in the Property to Plaintiffs;
6 12. Reasonable Attorney's fees as specially pled and proved at trial;
7 13. An injunction enjoining Foreclosing Defendants, and each of them, their agents or
8 successors in interest from executing the power of sale under the deed of trust until it
9 complies with subsections 2, 3, and 4 of NRS 107.080;
10 14. Against each Foreclosing Defendants for reasonable Attorney's fees pursuant to NRS
11 107.080;
12 15. Against each Foreclosing Defendants for reasonable Attorney's fees pursuant to NRS
13 107.560;
14 16. Against each Foreclosing Defendant for punitive damages pursuant to NRS 42.005;
15 17. Against all defendants for prejudgment interest on all damages;
16 18. Against all defendants for statutory costs; and
17 19. For any other relief the Court deems proper.

18 **AFFIRMATION 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: December 2, 2020.

22 ***TORY M. PANKOPF LTD***

23 By: s/ TORY M. PANKOPF
24 TORY M. PANKOPF, ESQ.
25 *Attorney for Plaintiffs*
26
27
28

CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I hereby certify that on the 2nd day of December 2020, I mailed a true and correct copy of the following document(s):

Amended Complaint

By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the following:

Quality Loan Services Corporation
c/o Kristin Schuler-Hintz, Esq.
MCCARTHY HOLTHUS LLP
9510 W Sahara Ave, Suite 200
Las Vegas, NV 89117
Fax (866) 339-5691
khintz@McCarthyHolthus.com

Zachary and Michelle Pederson
Rosehill LLC
c/o James M. Walsh, Esq.
WASLSH & ROSEVEAR
9468 Double R Bl, Ste A
Reno, NV 89521
Fax (775) 853-0860
jmwalth@wbri.net

NATIONSTAR MORTGAGE LLC
fhn Champion Mortgage Company
c/o Melanie D. Morgan, Esq.
AKERMAN LLP
1635 Village Center Cir, Suite 200
Las Vegas, NV 89134
melanie.morgan.akerman.com

DATED on this 2nd day of December 2020.

s/Tory M. Pankopf
Tory M. Pankopf

James M. Walsh, Esq.
Nevada State Bar No. 796.
Walsh & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 853-0883
Email: jmw Walsh@wbri.net
Attorney for Pedersen

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

vs.

QUALITY LOAN SERVICE CORPORATION and
DOES I – X, inclusive,

Defendants.

In the Matter of the Estate of:

THELMA AILENE SARGE,

Decedent.

In the Matter of the Estate of:

EDWIN JOHN SARGE,

Decedent.

Case No.: 16 RP 0009 1B

Dept. No: I

Consolidated With Case No.:

16 PBT 00107 1B and
16 PBT 00108 1B

REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

COMES NOW, Plaintiffs in Intervention ZACHARY AND MICHELLE PEDERSEN (“PEDERSEN”), by and through their counsel, James M. Walsh, Esq. of Walsh & Rosevear, and hereby hereby file this reply in support of their Motion for Summary Judgment.

INTRODUCTION

Plaintiffs in Intervention filed their Motion for Summary Judgment the Estates and Sarge having replied claiming Pedersen’s are not BFP’. The opposition ignores the effect of NRS 107.560. Failing to

1 address this issue constitutes an admission warranting granting of the motion. In fact in their opposition
2 that Sarge further admits they had elected to pursue the foreclosing lender's loss mitigation option
3 (Declaration of Jill Sarge attached to opposition) and they had knowledge of the pending foreclosure,
4 threatened injunctive relief. (Declaration of Tory M. Pankopf and attached letter dated October 6, 2016)
5 of the bank off letter is attached hereto marked **Exhibit 1**. They took no further action, and the foreclosure
6 went forward. This triggered the election of remedies set forth in NRS 107.560(2),(4). Pedersen would
7 submit that based upon the judicial admissions of plaintiffs Pedersen are entitled to BFP protection
8 pursuant to NRS 107.560 as well as NRS 14.017.

9 Sarge seems to make the further argument in their opposition that the complaint is not for
10 wrongful foreclosure but as to the purchasers only that they are not BFP's. This argument ignores the
11 statutory language of NRS 14.017 and 107.560 (4). This argument also seems to be an further admission
12 that Sarge had elected to pursue the offered loss mitigation option.

13 14 **ARGUMENT**

15 Sarge's reliance upon the notice requirements of NRS 107.080 is misplaced. Sarge has admitted
16 that long before the foreclosure occurred in October 2016 that they had been in communication with
17 Champion Mortgage to pursue their Loss Mitigation Options pursuant to NRS 107.530. In fact, as noted
18 Jill Sarge on February 4, 2016 executed a Loss Mitigation Option Acknowledgment wherein she elected
19 to short sale of the property. See exhibit D to the Supplement to Opposition to Motion to Dismiss
20 Complaint, attached as Exhibit 7.

21
22 Once Sarge made this election her remedies became exclusively the provisions of NRS 107.560.
23 If the lender pursued foreclosure, in violation of NRS 107.530(1), the sole remedy of Sarge was to enjoin
24 the sale. If Sarge allowed the sale to go forward, as happened here, the remedy is solely against the bank
25 as set forth in NRS 107.560(2). After recordation of the Trustee's Deed of Sale NRS 107.560(4) provides
26 a safe haven for any purchaser at the foreclosure sale. It states "a violation of NRS 107.400 to 107.560,
27 inclusive, does not affect the validity of a sale to a bona fide purchaser for value..." During this period
28 time Sarge was represented by current counsel who was in communication with the lender's

1 representatives specifically about the foreclosure schedule. See Sarge's Opposition to Motion to Dismiss
2 complaint filed December 30, 2016 at p. 3 line 15 wherein Sarge states

3
4 "Counsel for the Estates notified the trustee it had failed to serve
5 The NOD and NOS on the Estates and demanded it cease and desist
6 from foreclosing on the property..."

7
8 In addition to the foregoing Sarge in their motion admits their election to participate in the loss
9 mitigation process offered by the Bank and even threatened injunctive remedy should the bank proceed.
10 This brought them squarely within the foreclosure prevention alternatives defined in NRS 107.420 and
11 limited their remedy once they allowed the foreclosure to proceed to those against the bank as set forth
12 in NRS 107.560. And NRS 107.560 (4) specifically grants BFP protection to subsequent purchasers.

13
14 Judicial admissions are defined as deliberate, clear, unequivocal statements by a party about a
15 concrete fact within that party's knowledge. *Reyburn Lawn & Landscape Designers, Inc. v. Plaster Dev. Co.,*
16 *Inc.*, 255 P.3d 268, 127 Nev. 331 (2011) citing *Smith v. Pavlovich*, 394 Ill.App.3d 458, 333 Ill.Dec. 446,
17 914 N.E.2d 1258, 1267 (2009). What constitutes a judicial admission should be determined by the
18 circumstances of each case and evaluated in relation to the other testimony presented in order to prevent
19 disposing of a case based on an unintended statement made by a nervous party. *Id.*, 333 Ill.Dec. 446, 914
20 N.E.2d at 1268. See *Scalf v. D.B. Log Homes, Inc.*, 128 Cal. App.4th 1510, 27 Cal.Rptr.3d 826, 833 (2005)
21 (reasoning that concessions in pleadings are judicial admissions whereas oral testimony subject to traditional
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1 judicial admission explains the error in a subsequent pleading or by amendment, the trial court must accord
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5 262 Cal.App.2d 574, 580 (1968) (same).

6
7
8 Based upon the foregoing it is respectfully requested that the Motion be granted.
9

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11
12 **Affirmation Pursuant to NRS 239B.030**

13 The undersigned does hereby affirm that the preceding document does not contain the social
14 security number of any person.

15 DATED this 7th day of December, 2020.
16

17 **WALSH & ROSEVEAR**
18

19
20 /s/ James M. Walsh

21 JAMES M. WALSH, ESQ.
22 Attorney for Pedersen
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH & ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing document on all parties to this action by:

xx Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary course of business practices;

 Hand Delivery

 Facsimile

addressed as follows:

Tory M. Pankopf
748 South Meadows Pkwy, Ste 244
Reno, Nevada 89521
Attorneys for Estate and Petitioner

Kristin A. Schuler-Hintz
9510 W. Sahara Ave. Ste 200
Las Vegas, NV 89117
Attorney for Quality Loan Service

Melissa Vermillion Esq.
Barrett Daffin
7251 W. Lake Mead Blvd. Ste 300
Las Vegas, NV 89128

Mathew Dayton, Esq.
McCarthy & Holthus LLP
9510 W. Sahara Ave Ste.200
Las Vegas, NV 89117

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 7th day of December, 2020.

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/s/ James M. Walsh

James M. Walsh
Walsh & Rosevear

EXHIBIT 1

EXHIBIT 1

Law Offices of
T M PANKOFF, PLLC
Nevada Bar License 7477 ~ California Bar License 202581
9460 Double R Boulevard, Suite 104
Reno, Nevada 89521
Telephone (775) 384-6956
Facsimile (775) 384-6958
E-mail tory@pankopflaw.com

10/6/2016

FedEx Overnight and Facsimile (619) 568-3518

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

Re: Real Property : 1636 Sonoma Street, Carson City, NV 89701
APN : 010-513-07
TS No : NV-15-679709-HL
Trustor : Estates of Edwin J. Sarge and Thelma A. Sarge
Sale Date : Thursday, 10/6/2016, at 2:00 p.m.

NOTICE OF TO CEASE AND DESIST

Dear Quality Loan Service Corporation:

My law firm represents the Estates of Edwin J. Sarge and Thelma A. Sarge ("Estate") who are the owners of the real property identified above. On August 13, 2011, Mr. Sarge died and on April 28, 2015, Ms. Sarge died. Obviously, neither Mr. Sarge nor Ms. Sarge could not have been provided the notice of default and election to sell ("NOD") because they were dead. As the attorney representing the Estates, I am notifying you I was not served with and have never been served with the NOD or the Notice of Sale recorded on August 29, 2016. Consequently, the NOD has not complied with Chapter 107 of the Nevada Revised Statutes and the foreclosure sale currently set for Thursday, October 6, 2016, at 2:00 p.m., must be taken off-calendar. Furthermore, the declaration of the mortgage servicer attached to the NOD certifying the mortgage servicer complied with Nevada Senate Bill 321, Section 11(6) is not accurate given both persons have been deceased and no efforts were made by the mortgage servicer to contact me to enquire as the options available to the heirs of the Estates.

Please cease and desist from foreclosing on real property identified above. In the event you should proceed with the foreclosure sale I will proceed to file an action against Western Progressive, the mortgage servicer, and the beneficiary of the deed of trust for violating NRS 107.080. The statute provides the court must award a minimum of \$5,000 or treble the amount of actual damages plus attorney's fees and costs and injunction prohibiting the trustee from proceeding with a foreclosure sale until it has complied with the statute.

ER 0407

Sarges' 058

T M P a n k o p f , P L L C

Quality Loan Service Corporation

Re: Real Property : 1636 Sonoma Street, Carson City, NV 89701
APN : 010-513-07
TS No : NV-15-679709-HL
Trustor : Estates of Edwin J. Sarge and Thelma A. Sarge
Sale Date : Thursday, 10/6/2016, at 2:00 p.m.

October 6, 2016

Page 2

Please confirm with my office the sale has been taken off-calendar. Please contact me if you would like copies of the redacted death certificates.

Sincerely,

T. M. Pankopf, PLLC

s/ Tory M Pankopf

TORY M. PANKOPF
Attorney and Counselor at Law

TMP/bbl

Enclosure as noted.

ER 0408

Sarges' 059

James M. Walsh, Esq.
Nevada State Bar No. 796.
Walsh & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 853-0883
Email: jmwalth@wbri.net
Attorney for Pedersen

**IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY**

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

vs.

QUALITY LOAN SERVICE CORPORATION and
DOES I – X, inclusive,

Defendants.

In the Matter of the Estate of:

THELMA AILENE SARGE,

Decedent.

In the Matter of the Estate of:

EDWIN JOHN SARGE,

Decedent.

Case No.: 16 RP 0009 1B

Dept. No: I

Consolidated With Case No.:

16 PBT 00107 1B and
16 PBT 00108 1B

OPPOSITION TO MOTION FOR SUMMARY JUDGMENT

COMES NOW, Plaintiffs in Intervention ZACHARY AND MICHELLE PEDERSEN (“PEDERSEN”), by and through their counsel, James M. Walsh, Esq. of Walsh & Rosevear, and hereby oppose the Motion for Summary Judgment file by the Estates and Sarge.

INTRODUCTION

Plaintiffs have collectively filed a Motion for Summary Judgment against Plaintiffs in Intervention the Pedersen’s claiming they are not BFP’s. Pedersen’s oppose the motion contending

1 plaintiffs have failed to state a claim against them and that based upon the judicial admissions of plaintiffs
2 Pedersen are entitled to BFP protection pursuant to NRS 107.560 as well as NRS 14.017.

3 STATEMENT OF FACTS

4 Plaintiff, the Estate of Thelma Ailene Sarge and Edwin John Sarge, having filed their complaint
5 for "reentry" contending the foreclosure sale conducted by Quality Loan Service on or about October 13,
6 2016 was in some manner defective.

7 Rosehill, LLC, was the successful bidder at that sale, paying the sum of \$255,100 for the real
8 property at issue herein, that being, 1636 Sonoma Street, Carson City, Nevada. Plaintiff apparently
9 contending that the foreclosure sale was defective for lack of notice to the estate.

10 The Deed of Trust in question herein, was recorded by Edwin J. Sarge and Thelma A. Sarge,
11 Trustees of the Sarge Trust dated March 28, 1988, recorded April 26, 2006 as Document No. 352840,
12 Official Records of Carson City. A true and correct copy of said Deed of Trust is attached hereto as
13 **Exhibit 1.**

14 It is unknown when the Sarges passed away, but on September 2, 2015, the Sarges being in default
15 under the terms and conditions of the Deed of Trust, a Notice of Breach and Default and of Election to
16 Cause Sale of Real Property under Deed of Trust was recorded by Quality Loan Corporation. A true and
17 correct copy of the Notice of Breach and Default and of Election to Cause Sale of Real Property under
18 Deed of Trust recorded September 22, 2015 as Document No. 457307, Official Records of Carson City,
19 is attached hereto as **Exhibit 2.**

20 Thereafter, on or about August 29, 2016, Quality Loan Corporation did properly record a Notice
21 of Trustee's Sale as Document No. 467446, Official Records of Carson City. A true and correct copy of
22 said Notice of Trustee's Sale is attached hereto as **Exhibit 3.**

23 At the duly noticed trustee's sale, as indicated, Rosehill, LLC was the successful bidder in the
24 amount of \$255,100, and a Trustee's Deed Upon Sale was issued to Rosehill, LLC and recorded
25 November 2, 2016, as Document No. 469496, Official Records of Carson City Recorder. A true and
26 correct copy of said Trustee's Deed Upon Sale is attached hereto as **Exhibit 4.**

27 Plaintiff brought the instant action and recorded a Lis Pendens against the subject property.
28

1 On or about November 2, 2016, Rosehill moved to expunge the Lis Pendens, and after hearing
2 December 5, 2016, this Court entered its order expunging the Lis Pendens. At such hearing, the Court
3 indicated that Plaintiff having failed to meet the requirements of NRS 14.015, that Rosehill's title had a
4 priority from the date of the Deed of Trust in 2006, that Plaintiffs had failed to meet their burden to
5 provide any evidence that a default did not exist under the terms and conditions of the Deed of Trust at
6 the time of foreclosure, that Plaintiffs produced no evidence of a tender of the amounts due and owing
7 under the Deed of Trust and that the provisions of NRS 107.080 required no notice to the estate or the
8 beneficiaries. Sarge did not seek any stay of the order and it was not until over six months after the sale
9 to Pedersen did Sarge file a Notice of Appeal of the dismissal. NOA filed June 14, 2017.

10 **The Order Expunging the Lis Pendens was recorded with the Carson City Records Office**
11 **December 7, 2016 File No. 470500. Sarge sought no stay of this order pending appeal.** A true and
12 correct copy of the recorded order is attached hereto marked **Exhibit 5**.

13
14 After expunging of the Lis Pendens, Rosehill sold the subject property by Grant Bargain and Sale
15 Deed to Zachary and Michele Pedersen. Said Deed was dated December 13, 2016 and recorded
16 December 15, 2016, as Document No. 470725, Official Records of Carson City Recorder. A true and
17 correct copy of the Grant, Bargain and Sale Deed is attached hereto as **Exhibit 6**.

18 Rose Hill and Quality Loan Service subsequently both filed Motions to Dismiss. Sarge's opposed
19 the motions and specifically filed a Supplemental Opposition wherein they admit that they had made an
20 election to pursue their Loss Mitigation Options under NRS 107.530. See exhibit D to the supplement.
21 A true and correct copy of the Supplement to Opposition is attached hereto marked **Exhibit 7**.

22 Sarge has made additional judicial admissions in their motion for summary judgment at P6, L2.
23 Wherein the contend that their election to participate in the Bank's loss mitigation process constituted a
24 tender.
25
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28

1
2 **ARGUMENT**
3

4 **Standard Governing a Motion for Summary Judgment**

5 Summary judgment is appropriate when the pleadings and admissible evidence show there is no
6 genuine issue as to any material fact and that the movant is entitled to judgment as a matter of law. *Wood*
7 *v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). *See Celotex Corp. v. Catrett*, 477 U.S.
8 317, 330 (1986) (*citing* Fed. R. Civ. Pro. 56(c)); NRCP 56. When deciding a motion for summary
9 judgment, the evidence and any reasonable inferences drawn from it, must be viewed in a light most
10 favorable to the non-moving party. NRCP 56; *Winn v. Sunrise Hospital and Medical Center*, 128 Nev.
11 Adv. Op. 23 (2012). If reasonable minds could differ on material facts, summary judgment is
12 inappropriate because summary judgment's purpose is to avoid unnecessary trials when the facts are
13 undisputed, and the case must then proceed to the trier of fact. *Warren v. City of Carlsbad*, 58 F.3d 439,
14 441 (9th Cir. 1995); *see also Nw. Motorcycle Ass'n v. U.S. Dept. of Agric.*, 18 F.3d 1468, 1471 (9th Cir.
15 1994).
16

17 **FAILURE TO STATE A CLAIM**

18 Rosehill's title and that of its successor in interest, the Pedersens, is derivative and has the priority
19 of the Deed of Trust foreclosed on by Quality Loan Corporation. That Deed of Trust was dated March
20 4, 2006, recorded April 26, 2006. This relation back of priority of the Trustee's Deed extinguishes any
21 claims, liens or encumbrances with regard to the real property after April 26, 2006 in favor of the
22 purchaser Rosehill and its successors in interest. United States of America v. Real Property at 2659
23 Roundhill Dr., Alamo, CA, 194 F.3d 1020 (9th Cir. 1999). It is clear therefrom that any claims or interest
24 of Sarge, the Sarge Estate or any interest arriving therefrom were extinguished by the Quality Loan
25 Corporation foreclosure.

26 Plaintiffs attempts to disparage the foreclosure are equally unavailing. Chapter 107 of the Nevada
27 Revised Statutes, foreclosure provisions, contain no requirements of additional notice to estates or
28 beneficiaries.

1 Plaintiffs Complaint is equally flawed in that they failed to allege and did not state any requisite
2 claim for wrongful foreclosure. In order to maintain a claim for wrongful foreclosure, Plaintiffs must
3 establish that there was no default on the payment obligation at the time of the foreclosure. Collins v.
4 Union Fed. Sav. & Loan Ass'n, 662 P.2d 610, 623, 99 Nev 284 (1983). Hughes v. Wells Fargo Bank,
5 NA., No. CV-09-2496-PHX-MHM, 2009 WL 5174987, at *2 (D. Ariz. Dec. 18, 2009) (plaintiffs unlikely
6 to succeed on merits of wrongful foreclosure claim because they “freely admit that their loan is in
7 default”); Contreras v. US Bank as Trustee for CSMC Mortgage Backed Pass-Through Certificates,
8 Series 2006-5, No. CV-09-0137-PI-IX-NVW, 2009 WL 4827016, at *6 (D. Ariz. Dec. 15, 2009)
9 (dismissing claim where “Plaintiffs admit they were in default”) Compare Herring v. Countrywide Home
10 Loans, Inc., No. CV 06-2622-PHX-PGR, 2007 WL 2051394, at *5 (D. Ariz. July 13, 2007) (plaintiff
11 could maintain claim because she “cured any defaults” by entering into modification plan).

12 Plaintiffs also fail to make any allegation of tender. This is also a prerequisite to the claim. Since
13 the action attacking the foreclosure sale sounds in equity, a trustor seeking to set aside the sale is required
14 to due equity before the court will exercise any equity powers. Therefore, precedent to an action by the
15 trustor to set aside the Trustee’s sale as voidable, the trustor must pay or offer to pay the secured debt, or
16 at least all delinquencies and costs due for redemption, if there be one. See, Miller & Starr California
17 Real Estate 4th Ed. § 13:256, Abdallah v. United Savings Bank, 51 Cal. Rptr. 2d. 286 (1st. Dist. 1996),
18 and FBCI RE-HAB 01 v. E & G Investments, Ltd., 207 Cal. App. 3d. 1018, 255 Cal. Rptr. 157 (1989).

19 20 **NRS 14.017 and NRS 107.560 BFP PROTECTION**

21
22 The Pedersen’s and Rosehill’s title is also protected by NRS 14.017. That statute provides in
23 pertinent part:

24
25 Upon... the recordation of a certified copy of a court order for the
26 cancellation of a notice of the pendency of such an action with the
27 recorder of the county in which the notice was recorded, each person
28 who thereafter acquires an interest in the property as a purchaser,
transferee, mortgagee or other encumbrancer for valuable consideration
, except a party to the action who is not designated by a fictitious name
at that time of the withdrawal or order of cancellation, shall be deemed

1 to be without knowledge of the action or any matter, claim or allegation
2 contained therein, irrespective of whether the person has or at any time
3 had actual knowledge of the action... (2) the purpose of this section
4 is to provide for the absolute and complete transferability of real
property after the withdrawal or cancellation of a notice of the pendency
of an action affecting the property.

5 The order of cancellation was recorded December 7, 2016 (Ex. 5) and at that time Pedersen's
6 were not parties to this action. Based upon the statute they have presumptive status as bona fide
7 purchasers and Sarges claims as to them must fail.

8
9 Sarge's reliance upon the notice requirements of NRS 107.080 is misplaced. Sarge has admitted
10 that long before the foreclosure occurred in October 2016 that they had been in communication with
11 Champion Mortgage to pursue their Loss Mitigation Options pursuant to NRS 107.530. In fact, as noted
12 Jill Sarge on February 4, 2016 executed a Loss Mitigation Option Acknowledgment wherein she elected
13 to short sale of the property. See exhibit D to the Supplement to Opposition to Motion to Dismiss
14 Complaint, attached hereto as Exhibit 7.

15
16 Once Sarge made this election her remedies became exclusively the provisions of NRS 107.560.
17 If the lender pursued foreclosure, in violation of NRS 107.530(1), the sole remedy of Sarge was to enjoin
18 the sale. If Sarge allowed the sale to go forward, as happened here, the remedy is solely against the bank
19 as set forth in NRS 107.560(2). After recordation of the Trustee's Deed of Sale NRS 107.560(4) provides
20 a safe haven for any purchaser at the foreclosure sale. It states "a violation of NRS 107.400 to 107.560,
21 inclusive, does not affect the validity of a sale to a bona fide purchaser for value..." During this period
22 time Sarge was represented by current counsel who was in communication with the lender's
23 representatives specifically about the foreclosure schedule. See Sarge's Opposition to Motion to Dismiss
24 complaint filed December 30, 2016 at p. 3 line 15 wherein Sarge states

25
26 "Counsel for the Estates notified the trustee it had failed to serve
27 The NOD and NOS on the Estates and demanded it cease and desist
28 from foreclosing on the property..."

1 In addition to the foregoing Sarge in their motion admits their election to participate in the loss
2 mitigation process offered by the Bank and even threatened injunctive remedy should the bank proceed.
3 This brought them squarely within the foreclosure prevention alternatives defined in NRS 107.420 and
4 limited their remedy once they allowed the foreclosure to proceed to those against the bank as set forth
5 in NRS 107.560. And NRS 107.560 (4) specifically grants BFP protection to subsequent purchasers.
6

7 Judicial admissions are defined as deliberate, clear, unequivocal statements by a party about a
8 concrete fact within that party's knowledge. *Reyburn Lawn & Landscape Designers, Inc. v. Plaster Dev. Co.,*
9 *Inc.*, 255 P.3d 268, 127 Nev. 331 (2011) citing *Smith v. Pavlovich*, 394 Ill.App.3d 458, 333 Ill.Dec. 446,
10 914 N.E.2d 1258, 1267 (2009). What constitutes a judicial admission should be determined by the
11 circumstances of each case and evaluated in relation to the other testimony presented in order to prevent
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25 admissions conclusively binding on the party who made them."); *Hooper v. Romero*, 68 Cal.Rptr. 749, 753,
26 262 Cal.App.2d 574, 580 (1968) (same).

1 Based upon the foregoing it is respectfully requested that the Motion be denied.
2
3

4
5 **Affirmation Pursuant to NRS 239B.030**

6 The undersigned does hereby affirm that the preceding document does not contain the social
7 security number of any person.

8 DATED this 7th day of December, 2020.
9

10 **WALSH & ROSEVEAR**

11
12 /s/ James M. Walsh

13 JAMES M. WALSH, ESQ.
14 Attorney for Pedersen
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1 CERTIFICATE OF SERVICE

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8 Hand Delivery

9 Facsimile

10 addressed as follows:
11

12 Tory M. Pankopf
13 748 South Meadows Pkwy, Ste 244
14 Reno, Nevada 89521
Attorneys for Estate and Petitioner

15 Kristin A. Schuler-Hintz
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17 Las Vegas, NV 89117
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22 McCarthy & Holthus LLP
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Las Vegas, NV 89117

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26 I declare under penalty of perjury that the foregoing is true and correct.

27 Executed this 7th day of December, 2020.
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/s/ James M. Walsh

James M. Walsh
Walsh & Rosevear

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INDEX OF EXHIBITS

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3	Notice of Trustee's Sale	3
4	Trustee's Deed Upon Sale	3
5	Recorded Order Expunging Lis Pendens	3
6	Deed to Pedersen	3
7	Sarge Supplement to Opposition	15

EXHIBIT 1

EXHIBIT 1

RECORDING REQUESTED BY:

ALLIANCE TITLE COMPANY

11473444-406-5Ked

SEATTLE MORTGAGE COMPANY
691 108TH AVENUE NE, #700
BELLEVUE, WASHINGTON 98004

MAIL STATEMENT OF TAXES TO:
EDWIN J. SARGE
1636 SONOMA STREET
CARSON CITY, NV 89701

RECORDED AT THE
REQUEST OF

Lenders First Choice
2006 APR 26 AM 11:26

FILE NO. 252840
ALAN STEVEN
CARSON CITY RECORDER
FEES 49.00 RECD

Parcel Number: 010-513-07

47-504771

[Space Above This Line For Recording Data]

State of Nevada DEPT. OF RECORDING

Lenders First Choice

18450 Royal Avenue

North Valley, CA 93041

4371395

331-1240499-952/255

ADJUSTABLE RATE HOME EQUITY CONVERSION DEED OF TRUST

NOTICE: This Deed of Trust is governed by the provisions of Nevada Revised Statutes 106.300 to 106.400.

THIS DEED OF TRUST ("Security Instrument") is made on **MARCH 04, 2006**

EDWIN J. SARGE AND THELMA A. SARGE, TRUSTEES OF THE SARGE TRUST DATED MARCH 28, 1988

The grantor is

whose address is **1636 SONOMA STREET,
CARSON CITY, NV 89701**

("Borrower"). The trustee is **NORTHWEST TRUSTEE SERVICES, INC, 3535 FACTORIA BLVD SE #220,
BELLEVUE, WA 98009**

("Trustee"). The beneficiary is **SEATTLE MORTGAGE COMPANY**

organized and existing under the laws of **THE STATE OF WASHINGTON**, which is
and whose address is **190 QUEEN ANNE AVENUE NORTH, SUITE 500, SEATTLE, WASHINGTON 98109**

("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of

FOUR HUNDRED FIFTY FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/100

(U.S. \$ **454,575.00**); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on

MAY 24, 2071. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in **CARSON CITY** County, Nevada:

Legal description attached hereto or by reference
made a part hereof. LMA (010-532-07

which has the address of **1636 SONOMA STREET**

CARSON CITY
(City)

NEVADA
(State)

(Street)

89701
(Zip Code)

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered. 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 and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender instead of to Borrower and to Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be

lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument, and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains title to the Property in fee simple or retains a leasehold under a lease for less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower or retains a life estate (or retaining a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in this Paragraph (a) (i) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under Paragraph 9 (a) (i) or (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(e) **Trust.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within **8 MONTHS** from the date hereof, if permitted by applicable law Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to **8 MONTHS** from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. **No Deficiency Judgment.** Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure

proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely effect the priority of the Security Instrument.

12. Lien Status.

(i) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute any documents necessary to protect the lien status of future loan advances. Borrower agrees to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** 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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

13. Relationship to Second Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and a Second Security Instrument on the Property.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary. If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by this Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender at its option, and without further demand, may invoke 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 Paragraph 20, 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 to 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.

21. **Lien Priority.** The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. **Adjustable Rate Feature.** Under the Note, the initial stated interest rate of **6.2200 %** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board in Statistical Release H.15 (519) ("Index") plus a margin. If the Index is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new Index.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on the first day of **June, 2006**, and on ☐ that day of each succeeding year ☒ the first day of each succeeding month ("Change Date") until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

☐ (Annually Adjusting Variable Rate Feature) The Calculated Interest Rate cannot be more than 2.0% higher or lower than the Existing Interest Rate, nor can it be more than 5.0% higher or lower than the Initial Interest Rate.

☒ (Monthly Adjusting Variable Rate Feature) The Calculated Interest Rate will never increase above **SIXTEEN AND 220/1000** percent (**16.22000 %**).

The Calculated Interest Rate will be adjusted if necessary to comply with these rate limitation(s) and will be in effect until the next Change Date. At any Change Date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

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 and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

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. **Cure Period.** The cure period that will be provided to Borrower pursuant to Sections 15(D) and 22 of this Security Instrument shall be 35 days.

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26. **Rider to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- ☐ Condominium Rider ☐ Shared Appreciation Rider ☐ Planned Unit Development Rider
☐ Other (Specify)

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

Witnesses:

Edwin J. Sarge (Seal)
Edwin J. Sarge - Borrower

Thelma A. Sarge (Seal)
Thelma A. Sarge - Borrower

Edwin J. Sarge, TRUSTEE (Seal)
Edwin J. Sarge, as Trustee - Borrower

Thelma A. Sarge, Trustee (Seal)
Thelma A. Sarge, as Trustee - Borrower

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[Space Below This Line For Acknowledgment]

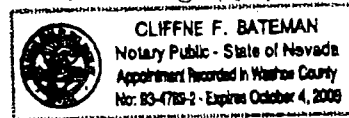
STATE OF NEVADA , CARSON CITY COUNTY SS:

On MARCH 04, 2006 , personally appeared before me, a notary public (or judge or other authorized person, as the case may be),

EDWIN J SARGE and THELMA A. SARGE

personally known (or proved) to me to be the person whose name is subscribed to the above instrument who acknowledged that THEY executed the instrument.

Cliff F. Bateman
(Signature)
Cliff F. Bateman



352840

EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF CARSON CITY,
STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION
28, TOWNSHIP 15 NORTH, RANGE 20 EAST, M.D.B. & M., FURTHER
DESCRIBED AS FOLLOWS:

PARCEL #6 AS SHOWN ON THE PARCEL MAP FOR M.G. STAFFORD, INC.,
FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF CARSON CITY,
NEVADA ON AUGUST 22, 1989, BOOK 6, PAGE 1714, AS DOCUMENT NO.
89571.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY
ASSESSOR AS 010-513-07; SOURCE OF TITLE IS DOCUMENT NO. 109241
(RECORDED 12/17/90)

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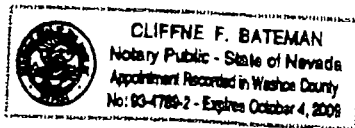
ALL-PURPOSE ACKNOWLEDGMENT

State of Nevada
 County of Carson City } ss.

on March 04, 2006 before me, CLIFFNE F. BATEMAN Notary Public
 personally appeared EDWIN J. SARGE and THELMA A. SARGE
(Name(s) of Signer(s))

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

Cliffne F. Bateman
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Loan No. 4371395

Title or Type of Document: DEED OF TRUST

Document Date: MARCH 04, 2006

Number of Pages: 9

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: EDWIN J. SARGE, THELMA A. SARGE

- ☒ Individual
- ☐ Corporate Officer — Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☒ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

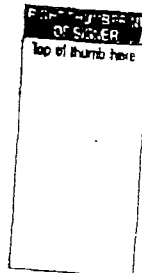


EXHIBIT 2.

EXHIBIT 2

APN(s): 010-513-07
Recording requested by:

Title 365
When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

RECORDED AT THE REQUEST OF
SPL INC.
09/07/2003 08:03AM
FILE NO. 457307
SUSAN MERRIWEATHER
CARSON CITY RECORDER
FEE \$223.00 DEP LRD

TS No.: NV-15-679709-HL

Order No.: 733-150111-70

Space above this line for recorders use only

Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Thank you.

Ellene Barnett, Assistant Secretary

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: that Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 3/4/2006, executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988, as Trustor, to secure certain obligations in favor of Seattle Mortgage Company, as beneficiary, recorded 4/26/2006, as Instrument No. 352840, of Official Records in the Office of the Recorder of CARSON CITY County, Nevada describing land therein (as more fully described in said Deed of Trust), with a maximum principal amount of \$454,575.00.

The reason why the Deed of Trust is in default and this foreclosure has commenced is as follows:

BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE

Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

TS No.: NV-15-679709-HL

ER 0433

457307

You may have the right to cure the default hereon and reinstate the obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification and/or discuss loss mitigation options, please contact:

Champion Mortgage Company
Contact: Loss Mitigation Loss Mitigation
Department: Loss Mitigation
Phone: 855-683-3095
Toll Free: 855-683-3095

You may wish to consult a credit-counseling agency to assist you. The following are three local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>; Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org> and National Council on Aging (NCOA), 702-333-1038, www.bteamrge.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE

Borrower(s):

THELMA A. SARGE, EDWIN J. SARGE

Trustee Name and Address:

Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:

1636 SONOMA STREET, CARSON CITY,
NV 89701

Deed of Trust Document:
Instrument No. 352840

STATE OF Texas)
COUNTY OF Dallas) ss:

The affiant, Tacorreyon Shorter, being first duly sworn upon
oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

APN: 010-513-07
File No.: NV-15-679709-111.

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

6. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	c/o Nationstar Mortgage LLC d/b/a Champion Mortgage Company 8950 Cypress Waters Blvd. Coppell, TX 75019

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Champion Mortgage Company	8950 Cypress Waters Blvd. Coppell, TX 75019

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. The Beneficiary, its successor-in-interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or

borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855) 683-3095.

11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/8/2007; 3/13/2012*	370690; 420270*	Seattle Mortgage Company	BANK OF AMERICA, N.A.
11/19/2012	428362	BANK OF AMERICA, N.A.	CHAMPION MORTGAGE COMPANY

*Based upon a review of the recorded documents, it appears that this recording is corrective/duplicative and thus, it would not have conveyed a beneficial interest. It is being included here for transparency.

Signed By: 8/26/15

Print Name: Tacorreyon Shorter

Assistant Secretary

STATE OF Texas)
COUNTY OF Dallas) ss:

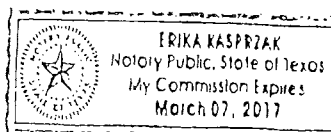
Dated: August 26, 2015

On this 26th day of August, 2015, personally appeared before me, a Notary Public, in and for said County and State, Tacorreyon Shorter, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Erika Kasprzak
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

APN: 010-513-07
File No.: NV-15-679709-HL

-3-



ER 0437
457307

NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)

Borrower(s): THELMA A. SARGE, EDWIN J. SARGE
Property Address: 1636 SONOMA STREET, CARSON CITY, NV 89701
Trustee File Number: NV-15-679709-HL

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

That this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower(s)' loan status and loan information.

1. ☐ The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2); or
2. ☒ The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence; or
3. The requirements of NRS 107.510 do not apply, because:
 - a. ☐ The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. ☐ The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - c. ☐ The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).
 - d. ☐ The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosure notices required by NRS 107.086(2)(c)(3) and NRS 107.500(1) were sent and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sub Number. NV-15-679709-HL
Page 2

Nationalist Mortgage LLC d/b/a Champion Mortgage
Company

Dated: 8/11/15

MA [Signature] 8/11/15
Signature of Agent or Employee

Justin Smith Assistant Secretary
Printed Name of Agent or Employee

Date: 8/31/15

Quality Loan Service Corporation, as Trustee

[Signature]

By: Ellene Barnett, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

AUG 31 2015

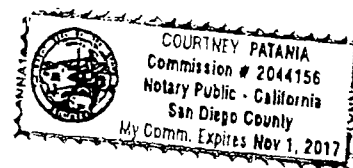
On _____ before me, COURTNEY PATANIA
personally appeared Ellene Barnett a notary public,
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

[Signature]
Signature



COURTNEY PATANIA

TS No.: NV-15-679709-HL

ER 0440

457307

EXHIBIT 3

EXHIBIT 3

APN No.: 010-513-07
Recording requested by:
Title: 65
When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

RECORDED AT THE REQUEST OF
SFL, INC.
08/29/2016 08:05AM
FILE NO. 467446
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP 011

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorder's use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 3/4/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

Trustor(s): Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988

Recorded: 4/26/2006 as Instrument No. 352840 of Official Records in the office of the Recorder of CARSON CITY County, Nevada;

Date of Sale: 10/6/2016 at 2:00 PM

Place of Sale: At the Carson City Courthouse Located at 885 East Musser Carson City, Nevada, 89701

Amount of unpaid balance and other charges: \$313,917.28

The purported property address is: 1636 SONOMA STREET, CARSON CITY, NV 89701

This property is sold as-is, lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing the receipt of sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale

ER 0442

467446

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagor, or the Mortgagee's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this lender is intended to exercise the note holder's rights against the real property only.

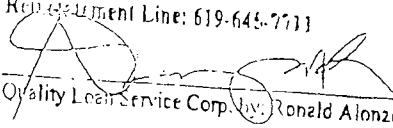
As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-15-679709-131

Date: 8/15/2016

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711 For NON SALE information only
Sale Line: 702-382-7747 or Login to:
https://www.nevadalegalnews.com/trustee_sales/index.php
TS No.: NV-15-679709-HL
Rejection Line: 619-645-7711


Quality Loan Service Corp. v. Ronald Alonzo, Assistant Secretary.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

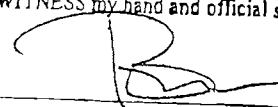
County of: San Diego

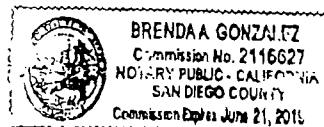
On AUG 25 2016 before me, Brenda A. Gonzalez
personally appeared Ronald Alonzo, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)


Signature Brenda A. Gonzalez



ER 0444

467446

EXHIBIT 4

EXHIBIT 4

APNE: 010512-07

Recorded By:
Western Title Company, Inc.
Enlow No.: 084561-DJA

When Recorded Mail To:
Restall, LLC
6770 S. McCarran Blvd. #202
Reno, NV. 89509

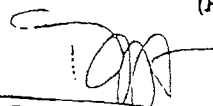
RECORDED AT THE REQUEST OF
TRICO, LLC
11/07/2010 02:03PM
FILE NO. 469496
SUSAN WERKMEYER
CARSON CITY, NEVADA
FEE \$16.00 WFF RMH

Mail Tax Statements to: (deeds only)
same as above

(space above for Recorder's use only)

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

Signature


Diane J. Allen

Escrow Officer

This document is being
recorded as an
accommodation only.

Trustee's Deed Upon Sale

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ADD-NV-036413-41
Forwarding Requested By:

When Recorded Mail to:

Roschill, LLC
6776 S. Meridian Blvd #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorder use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: \$316,960.37

The amount paid by the grantee at the trustee sale was: \$255,100.00

The documentary transfer tax is: ~~\$44~~ 996.45

Said property is in the City of: CARSON CITY, County of CARSON CITY

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to

Roschill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of CARSON CITY, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.C. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1980, as trustor, dated 3/4/2006, and recorded on 4/26/2006 as Instrument No. 352840 of Official Records in the office of the Recorder of CARSON CITY, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed Trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on 9/3/2015, instrument no 457307, Book . Page . of Official

records. The Trustee of record at the relevant time having complied with applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage prepaid to each person entitled to notice in compliance with Nevada Revised Statute 107.096.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on 10/13/2016. Grantor, being the highest bidder at said sale became the purchaser of said property for the amount bid, being \$255,100.00, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TS No.: NV-75-679709-RL

Date: 10/21/2016

QUALITY LOAN SERVICE CORPORATION

By: Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California

County of: San Diego

On OCT 21 2016 before me, Brenda A. Gonzalez a notary public, personally appeared Nicole Fuentes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature

Brenda A. Gonzalez

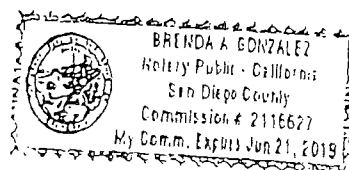


EXHIBIT 5

EXHIBIT 5

APN# : 010-513-07

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 084331-CAL

When Recorded Mail To:

Western Title Company

2310 S. Carson St.

Carson City, NV 89701

RECORDED AT THE REQUEST OF
ETRCO, LLC

12/07/2016 11:07AM

FILE NO.470500

SUSAN MERRIWETHER

CARSON CITY RECORDER

FEE \$17.00 DEP LRD

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

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

Signature _____

Carrie Lindquist

Escrow Officer

**Order Cancelling Notices Recorded Against 1636 Sonoma Street,
Carson City, Nevada**

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0450

470500

REC'D & FILED

2016 DEC -6 PM 1:43

SUSAN HERRIWETHER
CLERK

BY [Signature] DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

IN THE MATTER OF THE ESTATE OF:

EDWIN JOHN SARGE,

THELMA AILENE SARGE,

Deceased.

Case No.: 16 RP00009 1B
~~16PBT001081B~~

Dept. No: 1

Consolidated with 16PBT001071b and
~~16RP0000091B~~
16PBT001081B

ORDER CANCELLING NOTICES RECORDED AGAINST 1636 SONOMA STREET,
CARSON CITY, NEVADA

This matter came on regularly before this Court on the 5th day of December, 2016 upon the motion of Rosehill, LLC seeking the cancellation or withdrawal of certain notices of pendency of action that encumber the real property located at 1636 Sonoma Street, Carson City, Nevada pursuant to the provisions of NRS 14.015. The Court, having reviewed the pleadings filed by the parties and having conducted the requested hearing and considered the oral arguments of counsel therein, being fully advised therein, NOW, THEREFORE

IT IS HEREBY ORDERED that the Notice of Pendency of Action recorded on October 31, 2016 as Document Number 469390, Official Records of Carson City County, Nevada, is hereby ordered cancelled pursuant to this order and the provisions of NRS 14.015 (5). This order of cancellation shall have the same effect as an expungement of said recorded notice.

1 IT IS FURTHER ORDERED that the Notice of Pendency of Action recorded on October 31,
2 2016 as Document Number 469423, Official Records of Carson City County, Nevada, is hereby
3 ordered cancelled pursuant to this order and the provisions of NRS 14.015 (5). This order of
4 cancellation shall have the same effect as an expungement of said recorded notice.

5 IT IS FURTHER ORDERED that the document entitled "complaint For Reentry" recorded on
6 October 31, 2016 as Document Number 469424 is hereby expunged and cancelled from the Official
7 Records of Carson City County, Nevada pursuant to this order and the provisions of NRS 14.015 (5).
8 This order of cancellation shall have the same effect as an expungement of said recorded notice.
9

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11 DATED this 6th day of December, 2016.
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DISTRICT JUDGE

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CERTIFICATE OF MAILING

Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District Court, and that on this 6th day of December, 2016, I deposited for mailing at Carson City, Nevada, a true and correct copy of the foregoing Order addressed as follows:

Tory M. Pankopf, Esq.
9460 Double R Blvd., Suite 104
Reno, NV 89521

William A. Baker, Esq.
9468 Double R. Blvd., Suite A
Reno, NV 89521



Angela Jeffries
Judicial Assistant, Dept. 1

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date December 7, 2016

Susan Merriwether, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, in and for Carson City.

By  Deputy

Per NRS 239 Sec. 6 the SSN may be redacted, but in no way affects the legality of the document.

EXHIBIT 6

EXHIBIT 6

APNK: 010-513-07
RPTT: \$1,170.00

Recording Requested By:
Western Title Company
Escrow No.: 084331-CAL
When Recorded Mail To:
Zachary Pedersen and Michelle
Pedersen
1636 Sonoma Street
Carson City, NV 89701

RECORDED AT THE REQUEST OF
ETRCO, LLC
12/15/2016 10:19AM
FILE NO. 470725
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

Mail Tax Statements to: (deeds only)
Same as Above

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

Signature Clindquist
Carrie Lindquist Escrow Officer

Grant, Bargain, and Sale Deed

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

ER 0455

470725

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rosehill, LLC, a Nevada Limited Liability Company

do(es) hereby GRANT(s) BARGAIN SELL and CONVEY to

Zachary Pedersen and Michelle Pedersen, husband and wife as joint tenants

and to the heirs and assigns of such Grantee forever, all the following real property situated in the City of Carson City, County of Carson City State of Nevada bounded and described as follows:

All that certain real property situate in the County of Carson City, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B.&M., further described as follows:

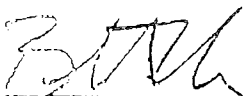
Parcel 86 as shown on the Parcel Map for M. G. STAFFORD, INC., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, Page 1714, as Document No. 89571.

TOGETHER with all tenements, hereditaments and appurtenances, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

Dated: 12/13/2016

Grant, Bargain and Sale Deed - Page 2

Rosehill, LLC

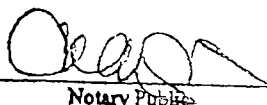


By Brett Nelson, Manager

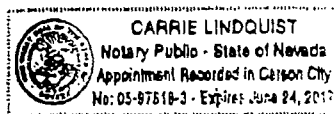
STATE OF NEVADA
COUNTY OF Carson City
This instrument was acknowledged before me on
December 13, 2010

} ss

By Brett Nelson



Notary Public



ER 0457

470725

EXHIBIT 7

EXHIBIT 7

REC'D & FILED

2017 JAN -6 PM 4:45

SUSAN HERRING
CLERK

BY _____ DEPUTY

1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR THE CARSON CITY

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 -v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I - X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated With Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 In the Matter of the Estate Of:

19 THELMA AILENE SARGE,

20 Decedent.

22 In The Matter Of The Estate Of:

23 EDWIN JOHN SARGE,

24 Decedent.

26 SUPPLEMENT TO OPPOSITION TO MOTION TO DISMISS COMPLAINT

27 The Estates of Edwin John Sarge and Thelma Ailene Sarge (collectively "Estates" or
28 "Decedents"), by and through the proposed executrix, Jill Sarge ("Executrix"), by and through

Law Offices of
T. M. Pankopf PLLC
9460 Double R Boulevard
Suite 104
Reno, Nevada 89521
(775) 384-6956

- 1 -

Supplement to Opposition to Motion to Dismiss

ER 0153

ER 0459

1 her attorney, Tory M. Pankopf of the Law Offices of T M Pankopf, PLLC, supplement their
2 opposition to Defendant's, Quality Loan Services Corporation ("QLS"), motion to dismiss the
3 complaint ("Motion")("Opposition") filed on December 30, 2016, as follows:

4 Shortly after Executrix's mother passed away on April 28, 2015, she contacted
5 Champion Mortgage Company ("CMC") and advised it of the passing of her mother. Filed
6 concurrently herewith is the supplemental declaration of Jill Sarge ("Supp. Sarge Dec."). CMC
7 avers it is the beneficiary of the deed of trust QLS foreclosed. See QLS's Exhibit "8" attached
8 to its Motion at paragraph 6, page 2, of the affidavit of authority to exercise the power of sale
9 which follows the notice of default and election to sell ("NOD"). CMC substituted QLS in as
10 the trustee of the deed of trust for the purpose of foreclosing on the subject property. See QLS's
11 Exhibit "7". CMC, which is a fictitious business name for Nationstar Mortgage, LLC, directed
12 QLS to record and serve the NOD. See QLS's Exhibit "8".

13 The Executrix advised CMC her mailing and physical address is 159 Empire Lane,
14 Carson City, Nevada, and that all communications regarding Estates' mortgage were to be sent
15 to her at her address. See Supp. Sarge Dec. Thereafter, prior to the recording of the NOD and
16 the notice of sale ("NOS"), the Executrix began receiving correspondence addressed to the
17 Estates at the address she had given to CMC. Id. Attached hereto as Exhibit "B" is the cover
18 page of a letter dated January 23, 2016, addressed to the Estate of Thelma A. Sarge and received
19 by the Executrix at her 159 Empire Lane address. Attached hereto as Exhibit "C" is the
20 mortgage statement dated June 6, 2016, addressed to the Estate of Thelma A. Sarge and
21 received by the Executrix at her 159 Empire Lane address.

22 The Executrix would contact CMC on a regular basis to ascertain what her options were
23 for retaining and/or selling the subject property. Id. CMC advised the Executrix, among other
24 things, she or another heir could sell the subject property to another entity at a minimum sales
25 price of 95% of the current appraised value of the subject property, if less than the outstanding
26 balance on the loan. Id.

27 On or about February 4, 2016, the Executrix contacted and advised CMC the heirs
28 intended to sell the subject property. Id. The Executrix retained Nevada Real Estate

1 Salesperson, Ms. Amy Cowan, to list the subject property. Id. The Executrix executed CMC's
2 acknowledgement and returned it to CMC. Id.; Attached hereto as Exhibit "D" is a true and
3 correct copy of the acknowledgement.

4 On March 12, 2016, the Executrix received yet another of many letters from CMC dated
5 March 8, 2016, addressed to both Estates at her 159 Empire Lane address regarding options for
6 the Estates and the heirs of the Estates pertaining to the disposition of the subject property. See
7 Supp. Sarge Dec.; See Attached hereto as Exhibit "E" is a true and correct copy of the March 8,
8 2016, letter the Executrix received from CMC.

9 In the present case and as alleged in the complaint QLS caused the NOS to be recorded
10 on August 29, 2016. See QLS's Exhibit "11". Given CMC sent correspondence to the Estates
11 at the Executrix's 159 Empire Lane Address prior to the recording of the NOS, QLS and CMC
12 had actual and constructive knowledge of the address prior to the recording. Yet, QLS did not
13 serve the Estates or the Executrix at the address. See QLS's Exhibit "12".

14 In conclusion, it has been alleged in the complaint notices required by NRS 107.080(3)
15 and (4)(a) were not served on the Estates by QLS. So, just like the fact pattern in Rose v. First
16 Fed. Sav. & Loan Ass'n (1989) 105 Nev. 454, 456 [777 P.2d 1318, 1319], the Executrix filed
17 suit alleging that QLS had not complied with the statutory notice requirements of NRS 107.080
18 before conducting the trustee's sale. On appeal, the court held that notice of the time and place
19 of a trustee's sale as required by Nev. Rev. Stat. § 107.080(4) had to be served on the grantor or
20 his successor in interest in accordance with the other requirements of § 107.080(4). Having thus
21 held, the court concluded that the district court erred by upholding the trustee's sale without
22 notice to the deceased's successor in interest. Rose at 455.

23 The evidence presented by the Estates, i.e., Exhibits "B", "C", "D", and "E", establishes
24 as fact QLS had constructive knowledge of the 159 Empire Lane address prior to recording the
25 NOS and the Executrix had been communicating directly with CMC. The evidence presented
26 by QLS, i.e., Exhibits "11" and "12", establishes neither the Estates nor their executrix were
27 given prior notice of the sale.

28 Based thereon the Motion must be denied. If the court were inclined to grant the Motion,

1 then the Estates request leave to amend their complaint.

2
3 **AFFIRMATION Pursuant to NRS 239B.030**

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

6 DATED: This 5th day of January, 2017.

7 ***T M PANKOPF PLLC***

8
9
10 By: /S/ TORY M. PANKOPF
11 TORY M. PANKOPF, ESQ. (SBN 7477)
12 9460 Double R Blvd., Suite 104
13 Reno, NV 89521
14 *Attorney for the Estate and Petitioner*

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”

EXHIBIT “B”



Box 40724
Lansing, MI 48901-7924

Reverse Mortgage Servicing Department
P.O. Box 40724
Lansing, MI 48901-7924
(866)654-0020 Office
(866)616-2160 FAX

* 0604733 000000479 09CRM6-0949413-001

ESTATE OF: THELMA A SARGE
159 EMPIRE LN
CARSON CITY NV 89706-0734



January 23, 2016



RE: Reverse Mortgage Loan Number 848301

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”

EXHIBIT “C”



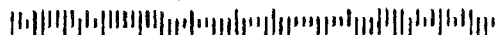
P.O. Box 40724
Lansing MI 48901-7924

Monthly Reverse Mortgage Statement

P.O. Box 40724
Lansing MI 48901-7924
Customer Service: (866) 654-0020
Toll Free Fax: (866) 616-2160

* 0645524 000135969 09CRM2-0949401-001 A657

ESTATE OF: THELMA A SARGE
159 EMPIRE LANE
CARSON CITY, NV 89706-0734



Date Printed: June 06 2016

Account Number: 846301

Loan Type: HECM
Current Payment Plan: Line of Credit
Current Loan Status: Refer for Foreclosure:
Death

THIS IS NOT A BILL

Statement Period: May 01 2016 to May 31 2016

Principal Limit Information		Line-Of-Credit Information	
Original Principal Limit	\$242,136.95	Original Line-Of-Credit Reserve	\$34,510.37
+ Growth of Principal Limit	\$96,530.48	+ Growth of Line-Of-Credit	\$658.73
- Service Fee Set Aside	\$1,502.19	- Current Line-Of-Credit Loan Balance	\$7,293.94
- Current Total Loan Balance	\$309,290.08	- Repair Set Aside	\$0.00
- Repair Set Aside	\$0.00	- 1st Year Property Charges Set Aside	\$0.00
- Tax & Insurance Set Aside	\$0.00		
- 1st Year Property Charges Set Aside	\$0.00	Current Available Line-Of-Credit	\$27,876.16
Current Net Principal Limit	\$27,876.16		

Interest Rate Information

Interest Rate May 2016

as published on 03/28/2016

	MIP Rates	Index	Margin	Loan Interest Rates
May Daily Periodic Rate	0.00137%			0.00586%
May Monthly Periodic Rate	0.04167%			0.17833%
May Annual Periodic Rate	0.50000%	0.64000%	1.50000%	2.14000%

Interest Rate Change Notice

On July 01 2016, the interest rate on your adjustable rate reverse mortgage will increase from 2.08000% to 2.18000%.

Your June 01 2016 interest rate was based on an index value of 0.58000%. To determine your new interest rate going into effect on July 01 2016, we have added the current index value of 0.68000% as of May 31 2016, as made available by the Federal Reserve Board, to the agreed upon margin of 1.50000% for a total new interest rate of 2.18000%. This new rate has not been rounded to the nearest 1/8th percent. The initial interest rate on your mortgage was 6.22000%, which may not be increased beyond 16.22000% during the life of the mortgage.

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

Please see reverse side for activity details

ER 0466

ER 0160

CREDIT DISCLOSURE STATEMENT

ANNUAL PERCENTAGE RATE (APR)

If you have a Home Equity Conversion Mortgage ("HECM"), the **ANNUAL PERCENTAGE RATE** for the interest portion of your **FINANCE CHARGE** may increase or decrease based upon changes in the Weekly Average Yield on United States Treasury Securities Adjusted to a Constant Maturity of One Year ("Treasury Securities Index"). Therefore, the monthly and daily periodic rates relating to the interest portion of your **FINANCE CHARGE** may vary. To determine the **ANNUAL PERCENTAGE RATE** that will apply to the interest portions of your HECM, we add a margin to the value of the Treasury Securities Index, subject to certain limitations described in your HECM loan documents. The corresponding **ANNUAL PERCENTAGE RATE** for the interest portion of the **FINANCE CHARGE** does not include costs other than interest. The historical **ANNUAL PERCENTAGE RATE** includes interest and all other **FINANCE CHARGES** that relate to your loan (e.g., origination fee).

FINANCE CHARGES

Each advance made to you under your HECM will be subject to a **FINANCE CHARGE** beginning on the day after each advance is made. A **FINANCE CHARGE** will continue to be assessed on your loan until the entire outstanding balance and all fees due under the Note(s), Security Instrument(s) and Loan Agreement are paid.

INTEREST

The interest portion of the **FINANCE CHARGE** on your HECM is computed by (i) calculating the **FINANCE CHARGE** on the balance existing at the beginning of each month, taking into consideration any payments or credits to your loan during the month, (ii) calculating the **FINANCE CHARGE** on each advance made to you during the month, and (iii) adding all of these sums together.

We start with the outstanding principal balance on your loan at the beginning of each month, which includes **FINANCE CHARGES** from the prior month (the "Previous Outstanding Principal Balance"). At the end of each month, we divide the then-current **ANNUAL PERCENTAGE RATE** by 12 (the "Monthly Periodic Rate") and multiply the result of this calculation by the Previous Outstanding Principal Balance.

If you make a payment or we receive a credit to your loan during the month, we divide the then-current **ANNUAL PERCENTAGE RATE** by 365 (the "Daily Periodic Rate") and multiply the result of this calculation by the amount of the payment or credit. We multiply the resulting amount by the number of days remaining in the month after the payment or credit was received (not including the day the payment or credit was received). We then subtract this amount from the product of the Monthly Periodic Rate and the Previous Outstanding Principal Balance.

At the end of each month in which any advances have been made to you or on your behalf, we multiply the amount of the advance by the number of days remaining in the month after that advance was made (not including the day the advance was made) and then multiply this amount by the Daily Periodic Rate. This calculation is repeated for each advance made to you during the month including, but not limited to, advances made to pay fees or **FINANCE CHARGES** on your loan.

The sum of the final result of these calculations equals the interest portion of your **FINANCE CHARGE** for the month.

MORTGAGE INSURANCE PREMIUMS ("MIP")

If you have a HECM loan, MIP, which are a **FINANCE CHARGE**, are computed by (i) calculating the MIP on the Previous Outstanding Balance, taking into consideration any payments or credits to your loan during the month, (ii) calculating the MIP on each advance to you during the month, and (iii) adding all these sums together.

At the end of the month, we divide the monthly MIP rate determined by the Department of Housing & Urban Development (HUD) by 12 (the "MIP Monthly Periodic Rate") and multiply the result of this calculation by the Previous Outstanding Principal Balance.

If you make a payment or we receive a credit to your loan during the month, we divide the monthly MIP rate determined by HUD by 365 (the "MIP Daily Periodic Rate") and multiply the result of this calculation by the amount of the payment or credit. We multiply the resulting amount by the number of days remaining in the month after the payment or credit was received (not including the day the payment or credit was received). We then subtract this amount from the product of the MIP Monthly Periodic Rate and the Previous Outstanding Principal Balance.

At the end of each month in which any advances have been made to you, we multiply the amount of the advance by the number of days remaining in the month after that advance was made (not including the day the advance was made) and then multiply this amount by the MIP Daily Periodic Rate. This calculation is repeated for each advance made to you during the month. The sum of the result of these calculations equals the MIP portion of your **FINANCE CHARGE** for the month.

MONTHLY SERVICING FEE

If your loan has a flat Monthly Servicing Fee, this fee, if applicable, equals the monthly servicing fee portion of your **FINANCE CHARGE** for the month.

BILLING RIGHTS SUMMARY

If you think your monthly statement is wrong, or if you need more information about a transaction on your statement, please write us as soon as possible to the address shown below. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- Your name and loan number,
- The dollar amount of the suspected error,
- Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

We will respond to your inquiry within 30 days of our receipt. If you have any questions, please call 1-866-654-0020.

While we investigate your question, you will not be charged for any transaction in question and interest will not accrue on any amount in question, but you will be charged for any transaction on your statement that is not in question and interest will accrue on any amount that is not in question. We also cannot take any action to collect the charge and/or amount you question.

Send notice of Error, Complaint, Request for Information, or other Qualified Written

Requests to:
Champion Mortgage
PO Box 612877
Dallas, TX 75261

Send payments or payoffs to:
Champion Mortgage
PO Box 40724
Lansing, MI 48901-7924

Send repayment plan, letters of intent, supporting documents to:

Champion Mortgage
PO Box 619093
Dallas, TX 75261-9093

Mortgagee Clause for insurance carrier to:
Champion Mortgage - ISAOA
PO Box 39457
Solon, OH 44139-0457

FOR QUESTIONS ON YOUR LOAN, please call Robin Rice at 1-866-654-0020 Monday-Friday, 8AM-5PM EST.

EXHIBIT "D"

EXHIBIT "D"

EXHIBIT "D"

EXHIBIT "D"

EXHIBIT "D"

EXHIBIT "D"

EXHIBIT "D"

EXHIBIT "D"

848301



95% of Current Appraised Value Loss Mitigation Option Acknowledgement

Return by FAX to: 1-866-621-1036

OR

Return by Mail to: PO Box 619093, Dallas, TX 75261-9093

Whereas, Occupant/Authorized party of:

Property Address: 11636 Sonoma Street

Property City: Carson City Property State: NV Property Zip: 89701 ;

are currently in possession of the subject premises, and Occupant or Authorized party are interested in completing a 95% of current appraised value loss mitigation option.

- ✓ Occupant/Authorized party agrees to allow the Owner's representative access to the premises within reasonable hours for purpose of inspecting and completing property appraisal requirements.
- ✓ Occupant/Authorized party agrees to the property being secured if vacant and not being marketed for sale according to Investor guidelines. The property will remain secure until the mortgage debt is satisfied.
- ✓ Occupant/Authorized party agrees to make contact should there be assistance needed with a real estate sale professional or questions that the existing sales professional may have.
- ✓ Occupant/Authorized party understands that the process may be terminated if a Foreclosure sale date is scheduled prior to paying the mortgage debt.
- ✓ Occupant/Authorized party will provide required information regarding the type of transition being completed to either retain the property or sell the property as a loss mitigation option at a the lesser amount of 95% of the current appraised value of the property or the mortgage unpaid principal balance.

Contact Information Updates (please fill out if new or alternate contacts are available)

Name or Personal Authorized Representative	Relation to Borrower(s)	Mailing Address	Phone#	Alternate Phone#
Amy Cowan	listing agent	9450 Doble R Blvd Reno NV 89521	775-824-3600	775-842-3405
Stephanie Hollibaugh	assistant	" " "	" "	" "

Jill Sarge ^{attorney in fact for} Edwin Sarge & Thelma Sarge
Borrower's/Authorized Party's Printed Name Borrower's/Authorized Party's Signature

2/4/16
Date

Co-Borrower's/Authorized Party's Printed Name

Borrower's/Authorized Party's Signature

Date

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not a demand for payment of the captioned debt to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

ER 0469



EXHIBIT "E"

EXHIBIT "E"

EXHIBIT "E"

EXHIBIT "E"

EXHIBIT "E"

EXHIBIT "E"

EXHIBIT "E"

EXHIBIT "E"



Reverse Mortgage Servicing Department

P.O. Box 619093 Dallas, Texas 75261-9093

Toll-Free Customer Service: 855-683-3095

Toll-Free Customer Fax: 866-621-1036

Toll-Free Payoff Demand Fax: 866-902-7077

03/08/2016

Estate Of THELMA A SARGE
Estate Of EDWIN J SARGE
159 Empire Lane
CARSON CITY, NV 89701

We are here to help!

Call 1-855-683-3095

RE: Loan Number: 848301
 Property Address: 1636 SONOMA STREET
 CARSON CITY, NV 89701

Dear Estate Of THELMA A SARGE and Estate Of EDWIN J SARGE

Why am I receiving this letter? Champion Mortgage received your request for information regarding satisfying the reverse mortgage loan balance for 95% of the current appraised value, if less than the outstanding balance on the loan. The mortgage will be released, and no deficiency judgment filed, if the loan balance is satisfied for at least 95% of the new appraised value, even if the outstanding loan balance is greater than the current appraised value.

You may satisfy the loan balance for 95% of the current appraised value in several ways. There are 2 options available to you and we are here to help!

Each option allows the borrower, another authorized family member, heir, or another authorized third party to satisfy the loan and retain the property.

Option 1: Retain the property in the family, or heir by obtaining financing with local lenders or financial institutions in your area in an amount equal to 95% of the current appraised value of the property, plus any interest or applicable fees/costs, and transferring the property title to that family member or heir. The financing documents (lender endorsed loan application or approval letter, for example) must be provided to support the request, along with Proof of Vesting (transfer deed or probate documents, for example) of the property title.

Option 2: Sell the property to another entity at minimum sales price of 95% of the current appraised value of the property. Sales documentation (Sales Agreement, Property Listing Agreement, proposed HUD-1, financing documents, for example) must be provided to support the request, along with Proof of Vesting of the property title. If you need assistance in finding a professional real estate sales agent, we can assist.

Champion Mortgage is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



ER 0471

There are benefits to each option:

- ✓ Keep the home in the family, purchase at 95% of the current appraised value
- ✓ Prevent a foreclosure
- ✓ Save money by avoiding fees added to your loan balance

Other options available to you include:

1) If loan is in default due to Tax and/or Insurance, establish a Repayment Plan and maintain that payment plan.

2) If loan is in default due to non-occupancy, establish the property as your primary residence. Supporting documentation (*signed Occupancy Certificate, signed letter advising that you still reside in the home, two most recent utility bills (two different companies)*)

3) Complete a deed-in-lieu of foreclosure (*avoids foreclosure by allowing the party with legal authority to deed the property back over to the investor of the loan at no cost to the estate; completion of the deed-in-lieu is subject to final Investor and Servicer approval*).

Times have been difficult and help is available to you! Call today!

What if I still have questions?

You may reach our Reverse Mortgage Servicing Center at **1-855-683-3095** from 8:00 am to 8:00 pm Eastern Time, Monday through Thursday and 8:00 am to 5:00 pm Eastern Time on Friday.

Sincerely,

Champion Mortgage
NMLS# 2119



1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

REC'D & FILED
2017 JAN -6 PM 4:45
SUSAN MERRITT
CLERK
BY _____

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9 IN AND FOR THE CARSON CITY

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I - X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: 1

Consolidated With Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 In the Matter of the Estate Of:

19 THELMA AILENE SARGE,

20 Decedent.

22 In The Matter Of The Estate Of:

23 EDWIN JOHN SARGE,

24 Decedent.

26 SUPPLEMENT TO DECLARATION OF JILL SARGE

27 I, Jill A. Sarge, declare and state:

28 1. I am the daughter of the decedents Edwin and Thelma Sarge. If called as a witness, I

Law Offices of
T. M. Pankopf PLLC
9460 Double R Boulevard
Suite 104
Reno, Nevada 89521
(775) 384-6956

- 1 -
Supplement to Declaration of Jill Sarge

ER 0167

ER 0473

1 could competently testify as to all of the matters contained herein. All of the facts set forth in
2 this declaration are based on my own personal knowledge.

3 2. Shortly after my mother passed away on April 28, 2015, I contacted Champion
4 Mortgage Company ("CMC") and advised it of the passing of my mother.

5 3. CMC advised me it is the beneficiary of the deed of trust securing the note on the subject
6 property and which QLS foreclosed.

7 4. I advised CMC my mailing and physical address is 159 Empire Lane, Carson City,
8 Nevada, and that all communications regarding the Estates' mortgage were to be sent to me at
9 my address. I began receiving correspondence from CMC addressed to the Estates at my
10 address prior to the recording of the notice of default and election to sell ("NOD") and the
11 notice of sale ("NOS") by QLS.

12 5. Attached to the supplement to the Estates' opposition as Exhibit "B" is the cover page of
13 a letter dated January 23, 2016, addressed to the Estate of Thelma A. Sarge and received by my
14 at my 159 Empire Lane address.

15 6. Attached to the supplement to the Estates' opposition as Exhibit "C" is the mortgage
16 statement dated June 6, 2016, addressed to the Estate of Thelma A. Sarge and received by me at
17 my 159 Empire Lane address.

18 7. I would contact CMC on a regular basis to ascertain what my options were for retaining
19 and/or selling the subject property. CMC advised me, among other things, I could or another
20 heir could sell the subject property to another entity at a minimum sales price of 95% of the
21 current appraised value of the subject property, if less than the outstanding balance on the loan.

22 8. On or about February 4, 2016, I notified CMC the heirs intended to sell the subject
23 property. I retained Nevada Real Estate Salesperson, Ms. Amy Cowan, to list the subject
24 property. I executed CMC's acknowledgement and returned it to CMC.

25 9. Attached to the supplement to the Estates' opposition as Exhibit "D" is a true and correct
26 copy of the acknowledgement I executed and returned to CMC.

27 10. On March 12, 2016, I received yet another of many letters from CMC dated March 8,
28 2016, addressed to both Estates at my 159 Empire Lane address regarding options for the

1 Estates and the heirs of the Estates pertaining to the disposition of the subject property.
2 11. Attached to the supplement to the Estates' opposition as Exhibit "E" is a true and correct
3 copy of the March 8, 2016, letter I received from CMC.

4 I declare, under penalty of perjury under the laws of the State of Nevada that the
5 foregoing is true and correct.

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

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

9
10 DATED: This 5th day of January, 2017.

11 s/Jill A. Sarge
12 JILL A. SARGE
13 Declarant
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James M. Walsh, Esq.
Nevada State Bar No. 796.
Walsh & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 853-0883
Email: jmw Walsh@wb rl.net
Attorney for Pedersen

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

vs.

QUALITY LOAN SERVICE CORPORATION and
DOES I – X, inclusive,

Defendants.

In the Matter of the Estate of:

THELMA AILENE SARGE,

Decedent.

In the Matter of the Estate of:

EDWIN JOHN SARGE,

Decedent.

Case No.: 16 RP 0009 1B

Dept. No: I

Consolidated With Case No.:

16 PBT 00107 1B and
16 PBT 00108 1B

REPLY IN SUPPORT OF MOTION TO DISMISS

COMES NOW, Rosehill LLC, by and through it's counsel, James M. Walsh, Esq. of Walsh & Rosevear, and hereby files this reply in support of the Motion to Dismiss.

INTRODUCTION

Rose Hill has no knowledge that the Estates and Sarge have filed with this Court any opposition to the Motion To Dismiss. The only response received was an email from plaintiff's counsel dated December 3, 2020 stating the attached amended complaint would serve as the response to Pedersen's to

1 motion to dismiss. It is assumed the statement erroneously refers to Pedersen instead of Rose Hill. Of the
2 email and the attached purported Amended Complaint are attached as **Exhibit 1**.

3 The amended complaint document if filed was done without benefit of motion as required by N
4 RCP 15 (a) (2). And must be stricken. Rose Hill would further submit that without benefit of filed
5 opposition the Estates and Sarge have consented to the dismissal pursuant to FJDCR 15 (5).

6 A review of the amended complaint is of no help in opposition to the motion even if the court
7 considers it. It states clearly starting at paragraph 45 that Sarge elected to pursue the loss mitigation
8 option presented by the foreclosing lender. Putting them squarely within the purview of NRS 107.560.

9 Sarge further admits they had elected to pursue the foreclosing lender's loss mitigation option
10 (Declaration of Jill Sarge attached to opposition) and they had knowledge of the pending foreclosure,
11 threatened injunctive relief. (Declaration of Tory M. Pankopf and attached letter dated October 6, 2016)
12 of the bank letter attached as Exhibit 1. To Pedersen Reply in Support Of Motion for Summary Judgment.
13 They took no further action, and the foreclosure went forward. This triggered the election of remedies
14 set forth in NRS 107.560(2),(4). Pedersen would submit that based upon the judicial admissions of
15 plaintiffs Pedersen are entitled to BFP protection pursuant to NRS 107.560 as well as NRS 14.017.

17 **ARGUMENT**

18 Sarge's reliance upon the notice requirements of NRS 107.080 is misplaced. Sarge has admitted
19 that long before the foreclosure occurred in October 2016 that they had been in communication with
20 Champion Mortgage to pursue their Loss Mitigation Options pursuant to NRS 107.530. In fact, as noted
21 Jill Sarge on February 4, 2016 executed a Loss Mitigation Option Acknowledgment wherein she elected
22 to short sale of the property. See exhibit D to the Supplement to Opposition to Motion to Dismiss
23 Complaint, attached as Exhibit 7.

24
25 Once Sarge made this election her remedies became exclusively the provisions of NRS 107.560.
26 If the lender pursued foreclosure, in violation of NRS 107.530(1), the sole remedy of Sarge was to enjoin
27 the sale. If Sarge allowed the sale to go forward, as happened here, the remedy is solely against the bank
28 as set forth in NRS 107.560(2). After recordation of the Trustee's Deed of Sale NRS 107.560(4) provides

1 a safe haven for any purchaser at the foreclosure sale. It states “a violation of NRS 107.400 to 107.560,
2 inclusive, does not affect the validity of a sale to a bona fide purchaser for value...” During this period
3 time Sarge was represented by current counsel who was in communication with the lender’s
4 representatives specifically about the foreclosure schedule. See Sarge’s Opposition to Motion to Dismiss
5 complaint filed December 30, 2016 at p. 3 line 15 wherein Sarge states

6
7 “Counsel for the Estates notified the trustee it had failed to serve
8 The NOD and NOS on the Estates and demanded it cease and desist
9 from foreclosing on the property...”

10 In addition to the foregoing Sarge in their motion admits their election to participate in the loss
11 mitigation process offered by the Bank and even threatened injunctive remedy should the bank proceed.
12 This brought them squarely within the foreclosure prevention alternatives defined in NRS 107.420 and
13 limited their remedy once they allowed the foreclosure to proceed to those against the bank as set forth
14 in NRS 107.560. And NRS 107.560 (4) specifically grants BFP protection to subsequent purchasers.

15
16 Judicial admissions are defined as deliberate, clear, unequivocal statements by a party about a
17 concrete fact within that party's knowledge. *Reyburn Lawn & Landscape Designers, Inc. v. Plaster Dev. Co.,*
18 *Inc.*, 255 P.3d 268, 127 Nev. 331 (2011) citing *Smith v. Pavlovich*, 394 Ill.App.3d 458, 333 Ill.Dec. 446,
19 914 N.E.2d 1258, 1267 (2009). What constitutes a judicial admission should be determined by the
20 circumstances of each case and evaluated in relation to the other testimony presented in order to prevent
21 disposing of a case based on an unintended statement made by a nervous party. *Id.*, 333 Ill.Dec. 446, 914
22 N.E.2d at 1268. See *Scalf v. D.B. Log Homes, Inc.*, 128 Cal. App.4th 1510, 27 Cal.Rptr.3d 826, 833 (2005)
23 (reasoning that concessions in pleadings are judicial admissions whereas oral testimony subject to traditional
24 impeachment is construed as evidence); *Chaffee v. Kraft General Foods, Inc.*, 886 F.Supp. 1164
25 (D.N.J.1995) (explaining the difference between a judicial admission, which is conclusively binding, and an
26 evidentiary party admission, which may be challenged).

1 "Judicial admissions are formal admissions in the pleadings which have the effect of withdrawing a
2 fact from issue and dispensing wholly with the need for proof of the fact." *In re Barker*, 839 F.3d 1189 (9th
3 Cir. 2016); "Judicial admissions are 'conclusively binding on the party who made them'" *Am. Title Ins. Co.*
4 *v. Lacelaw Corp.*, 861 F.2d 224, 226 (9th Cir. 1988). "Where, however, the party making an ostensible
5 judicial admission explains the error in a subsequent pleading or by amendment, the trial court must accord
6 the explanation due weight." *Sicor Ltd. v. Cetus Corp.*, 51 F.3d 848 (9th Cir. 1995). *See Lacelaw*, 861 F.2d
7 at 226 ("Factual assertions in pleadings and pretrial orders, unless amended, are considered judicial
8 admissions conclusively binding on the party who made them."); *Hooper v. Romero*, 68 Cal.Rptr. 749, 753,
9 262 Cal.App.2d 574, 580 (1968) (same).

10
11
12 Based upon the foregoing it is respectfully requested that the Motion be granted.
13

14
15
16 **Affirmation Pursuant to NRS 239B.030**

17 The undersigned does hereby affirm that the preceding document does not contain the social
18 security number of any person.

19 DATED this 7th day of December, 2020.
20

21
22 **WALSH & ROSEVEAR**

23
24 /s/ James M. Walsh

25 JAMES M. WALSH, ESQ.
26 Attorney for Pedersen
27
28

1 CERTIFICATE OF SERVICE

2 I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH &
3 ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in,
4 this action. On this date, I caused to be served a true and correct copy of the foregoing document on all
parties to this action by:

5 xx Placing an original or true copy thereof in a sealed envelope placed for collection and
6 mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary
7 course of business practices;

8 Hand Delivery

9 Facsimile

10 addressed as follows:
11

12 Tory M. Pankopf
13 748 South Meadows Pkwy, Ste 244
14 Reno, Nevada 89521
Attorneys for Estate and Petitioner

15 Kristin A. Schuler-Hintz
16 9510 W. Sahara Ave. Ste 200
17 Las Vegas, NV 89117
Attorney for Quality Loan Service

18 Melissa Vermillion Esq.
19 Barrett Daffin
20 7251 W. Lake Mead Blvd. Ste 300
Las Vegas, NV 89128

21 Mathew Dayton, Esq.
22 McCarthy & Holthus LLP
23 9510 W. Sahara Ave Ste.200
Las Vegas, NV 89117

24
25
26 I declare under penalty of perjury that the foregoing is true and correct.

27 Executed this 7th day of December, 2020.
28

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28

/s/ James M. Walsh

James M. Walsh
Walsh & Rosevear

EXHIBIT 1

EXHIBIT 1

Mike Walsh

From: Tory Pankopf <tory@pankopfuslaw.com>
Sent: Thursday, December 03, 2020 1:06 PM
To: Mike Walsh; rex.garner@akerman.com; mdayton@mccarthyholthus.com; melanie.morgan@akerman.com
Cc: patricia.larsen@akerman.com; khintz@mccarthyholthus.com; jrispalje@mccarthyholthus.com
Subject: RE: Sarge - Response to Pedersons' Motion to Dismiss
Attachments: Amended.Complaint.Sarge.TAS.pdf

Mike,

The attached amended complaint shall server as my clients' response to Pedersons' motion to dismiss the complaint.

Thank you,

Tory M. Pankopf
Attorney and Counselor at Law
NV Bar 7477 * CA Bar 202581
TORY M. PANKOPF LTD.
748 S Meadows Pkwy, Suite 244
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(775) 384-6956 Tel
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From: Mike Walsh <jmwalsh@wbri.net>
Sent: Thursday, December 3, 2020 7:20 AM
To: Tory Pankopf <tory@pankopfuslaw.com>; rex.garner@akerman.com; mdayton@mccarthyholthus.com; melanie.morgan@akerman.com
Cc: patricia.larsen@akerman.com; khintz@mccarthyholthus.com; jrispalje@mccarthyholthus.com
Subject: RE: Sarge - FW: Set 16.1 Conference; Demand for Jury Trial

Tori,

I have had a conflict in the time come up and I can not make the 16.1 call. If you will send me a copy of the proposed JCCR I will review. Any reasonable deadlines are agreeable. Mike

JAMES M. WALSH
WALSH & ROSEVEAR

ER 0483

1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

10
11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 ZACHARY PEDERSON and MICHELLE
19 PEDERSON,

20 Plaintiff Intervenors/Defendants

21 And Related Consolidated Cases.
22

23 **AMENDED COMPLAINT**

24 Plaintiffs, ESTATE OF THELMA AILENE SARGE, ESTATE OF EDWIN JOHN
25 SARGE (collectively, "Estates"), and JILL SARGE ("Sarge") (collectively "Plaintiffs") by and
26 through their attorney of record, Tory M. Pankopf, of the Law Offices of Tory M. Pankopf, Ltd.,
27 allege and complain against defendants named herein as follows:
28

PARTIES

1. Plaintiff, Estate of Thelma Ailene Sarge ("Estate" or "Plaintiff"), is the successor in interest to the reverse mortgage/note and secured by the deed of trust on the subject property identified below.

2. Plaintiff, Estate of Edwin John Sarge ("Estate" or "Plaintiff"), is the successor in interest to the reverse mortgage/note and secured by the deed of trust on the subject property identified below.

3. Plaintiff, Jill Sarge ("Sarge" or "Plaintiff"), is a title holder to the subject property identified below and an heir to the Estates. Plaintiff was the title holder at the time of the illegal foreclosure sale.

4. Defendant, Quality Loan Service Corporation ("QLS" or "Defendant"), is a California Corporation doing business in Carson City, Nevada.

5. Defendant, Nationstar Mortgage, LLC, doing business as Champion Mortgage Company ("Nationstar" or "Defendant"), is a Delaware Corporation, doing business in Carson City, Nevada.

6. Defendant, Rosehill, LLC ("Rosehill" or "Defendant"), is a Nevada Corporation doing business in Carson City, Nevada.

7. Defendant, Zachary Pederson ("Mr. Pederson" or "Defendant"), is an individual who resides in Carson City, Nevada.

8. Defendant, Michelle Pederson ("Ms. Pederson" or "Defendant"), is an individual who resides in Carson City, Nevada.

9. Defendant, Mortgage Equity Conversion Asset Trust 2011-1, a.k.a. Mortgage Equity Conversion Asset Trust 2011-1, Mortgage-Backed Securities 2011-1 ("Trust" or "Defendant"), is a Delaware Statutory Trust doing business in Carson City.¹

10. Defendant, U.S. Bank, National Association ("US Bank" or "Defendant"), is a national bank doing business in Carson City.²

¹ The Trust failed to answer the complaint and a default was entered on or about September 3, 2020.

² U.S. Bank failed to answer the complaint and a default was entered on or about September 3, 2020.

11. Plaintiffs are informed and believe, and upon such information and belief allege, that each defendant designated herein as fictitiously named DOES I through X, inclusive, claims and interest in, occupies or utilizes the real property described herein, claims to be the landlord, or is responsible in some manner for the events and happenings herein referred to and causes damage proximately hereby to Plaintiffs as hereafter alleged. When the true names of defendants are discovered, Plaintiffs will seek leave to amend this complaint and proceedings herein to substitute the true names of defendants. Plaintiffs believe each defendant designated herein as DOE claim an interest in the Property adverse to Plaintiffs.

12. Plaintiffs are informed and believe and thereon allege that at all times herein mentioned each defendant was the agent, employee, joint venture or partner with each of the remaining defendants and was at all times herein mentioned acting within the course and scope of their employment relationship and/or in the course and scope of their agency, joint venture or partner relationship with each of the other.

FACTUAL ALLEGATIONS

Failure to Comply with NRS 107.080 Voids Foreclosure Sale.

13. The real property illegally foreclosed on or about October 13, 2016 is situated in Carson City, Nevada, and described as:

All that certain real property situated in Carson City, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B.&M., further described as follows:

Parcel 86 as shown of the Parcel Map for M. G. Stafford, Inc., filed for record in the office of the Recorder of Carson City, Nevada, on August 22, 1989, in Book 6, page 1714, as Document No. 89571.

APN 010-513-07

1636 Sonoma Street, Carson City, Nevada.

("Property")

14. Plaintiff, Estates, had a reverse mortgage/note ("reverse mortgage" or "note") secured by a deed of trust and Plaintiff, Sarge, as an heir to the decedents and record title holder at the time

1 of the unlawful foreclosure sale is a third party beneficiary to the reverse mortgage and deed of
2 trust.

3 15. The Property was unlawfully foreclosed on by defendants, Nationstar, QLS, Trust and US
4 Bank, (collectively, "Foreclosing Defendants") by virtue of the deed of trust.

5 16. At the time of the unlawful foreclosure sale, Plaintiff, Jill Sarge, was a title holder of the
6 Property by virtue of the deed upon death recorded in Carson City by her parents, Edwin and
7 Thelma Sarge ("decedents") and an heir to their Estates.

8 17. Defendants had, at the least, constructive knowledge and, at the most, actual knowledge
9 of the recorded deed upon death.

10 18. Defendant, Nationstar, is and was the beneficiary of the deed of trust and holder of the
11 note/reverse mortgage at the time of the unlawful foreclosure sale by virtue of a recorded
12 assignment of deed of trust.

13 19. Defendant, Nationstar, is and was the servicer of the reverse mortgage by virtue of a
14 servicing agreement with defendants, US Bank and Trust, at the time of the unlawful foreclosure
15 sale.

16 20. Prior to the recording of the notice of default ("NOD"), plaintiff, Sarge, had notified
17 defendant, Nationstar, that her mother, Thelma Sarge, had passed away. At the same time, she
18 notified Nationstar her physical and mailing address was 159 Empire Lane, Carson City, Nevada,
19 89701 ("Empire Lane" or "Known Address"). She directed Nationstar to send all notices,
20 mortgage statements, and correspondence regarding her mother and father's reverse mortgage to
21 the Empire Lane address.

22 21. After receiving notice from plaintiff, Sarge, and prior to the unlawful foreclosure sale,
23 defendant, Nationstar, began sending notices, mortgage statements, and correspondence
24 addressed to the Estates at Plaintiffs' Known Address.

25 22. The doctrine of the law of the case provides that the law or ruling of a first appeal must
26 be followed in all subsequent proceedings, both in the lower court and on any later appeal." *Tien*
27 *Fu Hsu v. County of Clark* (Nev. 2007) 123 Nev. 625, 629.

1 23. The law of this case is found in the Nevada Supreme Court's opinion reversing and
2 remanding the order dismissing Plaintiff's complaint. *Estate of Sarge v. Quality Loan Serv. Corp.*
3 (In re Estate of Sarge) (Nev., Feb. 27, 2020, No. 73286).

4 24. Plaintiffs' known address is Empire Lane. *Sarge* at 5.

5 25. Defendant, Nationstar, had actual notice of Plaintiffs' Known Address.

6 26. Based on information and belief, defendant, Trust, actually owned or was the holder of
7 the note/reverse mortgage at the time of the unlawful foreclosure sale. That is, the note/reverse
8 mortgage was part of its res.

9 27. Based on information and belief, defendant, US Bank, was the trustee of the Trust at the
10 time of the illegal foreclosure sale.

11 28. Based on information and belief, defendant, Nationstar was the agent for US Bank and the
12 Trust by virtue of their servicing agreement regarding the reverse mortgage and deed of trust.

13 29. Defendant, QLS, served as the agent for defendant, Nationstar, by virtue of the
14 substitution of trustee of the deed of trust executed and recorded by Nationstar.

15 30. Foreclosing Defendants are all liable for the unlawful foreclosure by their acts, failures to
16 act, and agency relationship with one another.

17 31. Foreclosing Defendants had a duty to comply with Nevada's non-judicial foreclosure
18 statutes i.e., NRS Chapter 107 while it unlawfully foreclosed on the Property.

19 32. Nevada's non-judicial foreclosure notice statute i.e., NRS 107.080³, required defendant,
20 QLS, to make "a good-faith effort to ascertain the [Plaintiffs'] current address" i.e., "known
21 address." *Sarge* at 4 citing *In re Smith*, 866 F.2d 576, 586 (3d Cir 1989).

22 33. A "known address" shall be determined with reference to the [note/reverse mortgage]
23 servicer's (i.e., defendant, Nationstar) actual and constructive knowledge of it. *Id.* citing *Wanger*
24 *v EMC Mortg. Corp.*, 127 Cal.Rptr.2d 685, 693 (Ct.App. 2002).

25 34. Based upon information and belief, in addition to the constructive knowledge defendant,
26 QLS, had regarding Plaintiffs' Known Address, defendant QLS also had actual knowledge of
27

28

³ Any reference to NRS 107.080 is in reference to the statute as amended by SB239 and enacted on June 1, 2015.

1 Plaintiffs' Known Address prior to recording the Notice of Default and Election to Sell ("NOD")
2 on September 2, 2015 and unlawfully recording the Notice of Sale ("NOS") on August 29, 2016.

3 35. Foreclosing Defendants, including QLS, failed to provide written notice of the NOD or
4 NOS to the Estates and record titleholders (i.e., the heirs) of the Property at their Known Address.
5 See NRS 107.080(2), (3), and (4).

6 36. Defendant, QLS, has freely admitted that it did not make any "good-faith effort to
7 ascertain" Plaintiffs' Known Address in its motion to dismiss the complaint that this pleading
8 now amends because it argued that NRS 107.080 only required it to serve notices to Plaintiffs at
9 the recorded address.⁴ Of course, the law of this case requires the NOD and NOS to be sent to
10 the Known Address of Plaintiffs. *Sarge* at 5.

11 37. Defendant's, QLS, affidavits of servicer re the NOD and NOS that QLS filed in support
12 of its 2016 motion to dismiss the complaint confirms Foreclosing Defendants did not serve
13 Plaintiffs at their Known Address.

14 38. This action to remedy Foreclosing Defendants', including Nationstar and QLS, unlawful
15 foreclosure sale had to be commenced 15-days after the date the trustee's deed was recorded i.e.,
16 November 2, 2016 and the notice of pendency of action recorded 5-days after the commencement
17 of the action. Plaintiffs timely commenced the action and recorded the notice of pendency of
18 action on October 31, 2016 before the trustee's deed was recorded. Consequently, as a matter of
19 law, the unlawful foreclosure sale is void and the Court must declare the sale void.

20 **Failure to Comply with NRS 107.550 Voids Foreclosure Sale.**

21 **Cancellation of NOD – Expiration After Nine Months.**

22 39. Foreclosing Defendants, including QLS and Nationstar, violated NRS 107.550.

23 40. NRS 107.550(1) requires any NOD recorded pursuant to subsection 2 of NRS 107.080 or
24 any NOS recorded pursuant to subsection 4 of NRS 107.080 must be rescinded, and any pending
25 foreclosure sale must be cancelled, if the borrower accepts a permanent foreclosure prevention
26

27
28 ⁴ "In interpreting NRS 107.080(3) harmoniously with NRS 107.080(4)(a), [] pertinent notices must be sent to the
current title holder's last known address, not just one known address as [Defendants contend]." *Daygo Funding*
Corp. v. Mona (Nev., Oct. 2, 2018, No. 70833) [pp. 9].

1 alternative or an NOS is not recorded within 9 months after the NOD is recorded pursuant to
2 subsection 2 of NRS 107.080.

3 41. Foreclosing Defendants, including QLS, caused the NOD to be recorded on September 2,
4 2015. Thereafter, Foreclosing Defendants, including QLS, caused the NOS to be recorded on
5 August 29, 2016. That is the NOS was recorded almost exactly 12 months after the NOD was
6 recorded. Foreclosing Defendants, including QLS, were required to cancel the NOD because it
7 had ceased to be valid after 9 months. NRS 107.550(1).

8 42. Foreclosing Defendants, including QLS, were precluded by law from recording the NOS
9 because the NOD had expired. Id.

10 43. Regardless, Foreclosing Defendants, including QLS and Nationstar, to Plaintiffs'
11 detriment and prejudice, proceeded with the unlawful foreclosure sale.

12 44. As a matter of law, the foreclosure sale is void and must be declared void.

13 **Cancellation of NOD – Acceptance of Foreclosure Prevention Alternative.**

14 45. Foreclosing Defendants, including Nationstar, notified the record title holders and Estates
15 that, pursuant to the terms of the reverse mortgage and deed of trust, the Estates and its heirs
16 (record title holders) could pay off the outstanding balance on the reverse mortgage for 95% of
17 the appraised value.

18 46. Plaintiffs notified Foreclosing Defendants, including Nationstar, they were
19 exercising/accepting the reverse mortgage option to satisfy the note by paying 95% of the
20 appraised value of the subject property i.e., their foreclosure prevention alternative.

21 47. Foreclosing Defendants, including Nationstar, acknowledged receipt of their notification
22 of acceptance. Thereafter, Plaintiffs marketed the house for sale and had received an offer to
23 purchase the house.

24 48. Foreclosing Defendants, including QLS and Nationstar, were required to cancel the NOD
25 and were precluded from recording the NOS because Plaintiffs had accepted their foreclosure
26 prevention alternative. NRS 107.550.

27 49. Regardless, Foreclosing Defendants, including QLS and Nationstar, to Plaintiffs'
28 detriment and prejudice, proceeded with the unlawful foreclosure sale.

1 50. As a matter of law, the unlawful foreclosure sale is void and the Court must declare it
2 void.

3 **Foreclosing Defendants' Failure to Provide Statutory Notice Prejudiced Plaintiffs.**

4 51. Foreclosing Defendants', including QLS and Nationstar, violations of both NRS 107.080
5 and 107.550 prejudiced Plaintiffs by: 1) Depriving them of their contractual right under the terms
6 of the reverse mortgage and deed of trust to exercise the 95% pay off option; 2) unilaterally
7 terminating the foreclosure prevention alternative they had accepted; 3) retiring \$32,000.00 in
8 additional principal and interest without having to pay; 4) realizing \$15,000.00⁵ cash; 5) Saving
9 money by avoiding fees added to the loan balance; and 6) Preventing the foreclosure sale.

10 52. Foreclosing Defendants, including Nationstar, advised Plaintiffs that the benefits of
11 choosing/accepting 95% option contained in the terms of the reverse mortgage/note and deed of
12 trust were: 1) Keeping the home in the family; 2) Preventing a foreclosure; and 3) Saving money
13 by avoiding fees added to the loan balance. Probably the most important benefit was paying off
14 the entire loan balance for only 95% of the appraised value.

15 53. According to Foreclosing Defendants, including Nationstar and QLS, the amount due and
16 owing on the reverse mortgage at the time of the unlawful foreclosure sale was about \$317,000.00.

17 54. At the time of the unlawful foreclosure sale the fair market value ("FMV") of the subject
18 property was \$300,000.00 given defendant, Rosehill, purchased it for \$255,100.00 at the
19 distressed sale and immediately (the next day) flipped it to defendants, Pedersons, for the
20 \$300,000.00.

21 55. Ninety-five percent (95%) of the FMV is \$285,000.00.

22 56. Foreclosing Defendants', including QLS and Nationstar, unlawful foreclosure sale of the
23 Property prejudiced Plaintiffs by denying them the benefit of the bargain of the reverse mortgage
24 and the benefits identified by Foreclosing Defendants, including Nationstar. That is, but not
25 limited to, retiring the \$317,000.00 note for \$285,000.00 which would have been a savings of
26
27

28

⁵ The actual number is \$300,000.00 as discussed infra.

1 \$32,000.00. Moreover, Plaintiffs would have been able to keep the difference between the FMV
2 and the 95% of FMV i.e., \$15,000.00.

3 **Discharge of Amount Tendered by Plaintiffs.**

4 57. However, as a consequence of Foreclosing Defendants', including QLS and Nationstar,
5 unlawful foreclosure, the amount Plaintiffs have been damaged is considerably more because the
6 reverse mortgage/note is a negotiable instrument as defined by Nevada's Uniform Commercial
7 Code ("UCC") and is, therefore, governed by the UCC.

8 58. Pursuant to NRS 104.3603(2), if tender of payment of an obligation to pay an
9 instrument is made to a person entitled to enforce the instrument and the tender is refused, there
10 is discharge, to the extent of the amount of the tender, of the obligation.

11 59. Plaintiffs' exercise of their reverse mortgage option to pay 95% of the appraised value in
12 full satisfaction of the loan balance constituted a tender of payment to Foreclosing Defendants,
13 including Nationstar.

14 60. Foreclosing Defendants', including QLS and Nationstar, unlawful foreclosure sale of the
15 Property constituted a refusal of Plaintiffs' amount tendered. Given the FMV is \$300,000.00 as
16 discussed above, \$285,000.00 has been discharged. NRS 104.3603(2).

17 61. Given Foreclosing Defendants', including QLS and Nationstar, refusal to accept
18 Plaintiffs' tender, Foreclosing Defendants, including QLS and Nationstar, had no right in monies
19 paid at the unlawful foreclosure sale because of the discharge of the debt. That sum is the
20 \$255,100.00 defendant, Rosehill, paid at the unlawful foreclosure sale and Foreclosing
21 Defendants, including QLS and Nationstar, accepted.

22 62. Foreclosing Defendants have converted \$255,100.00 of the monies rightfully belonging
23 to Plaintiffs and have prejudiced Plaintiffs from realizing the remaining \$44,900.00.

24 63. Foreclosing Defendants, including QLS and Nationstar, as a matter of law, have damaged
25 Plaintiffs in the amount of \$300,000.00.

26 **Unlawful Foreclosure Sale is Void as a Matter of Law.**

27 64. Pursuant to subsection 5, the sale must be declared void where Plaintiffs timely
28 commenced this action, timely recorded a notice of pendency of action, and the trustee did not

1 substantially comply with NRS 107.080.⁶ Substantial compliance is found when the Estates and
2 title holders "had actual knowledge of the default and the pending foreclosure sale" and "were not
3 prejudiced by the lack of statutory notice."⁷

4 65. Plaintiffs timely commenced this action on October 31, 2016, after the unlawful
5 foreclosure sale and before the trustee's deed was recorded.

6 66. Foreclosing Defendants, including QLS and Nationstar, did not provide statutory notice
7 of either the NOD or NOS to Plaintiffs at their Known Address.

8 67. Foreclosing Defendants, including QLS and Nationstar, did not substantially comply with
9 NRS 107.080 because Plaintiffs have been prejudiced by their lack of statutory notice (discussed
10 supra). In fact, it is impossible for Foreclosing Defendants, including QLS and Nationstar, to
11 have substantially complied with the statute because of the undeniable prejudice suffered by
12 Plaintiffs due to the lack of statutory notice (discussed supra).⁸

13 68. Moreover, Plaintiffs did not receive any actual notice regarding the NOD and only learned
14 of the sale date for the unlawful foreclosure, virtually contemporaneously, the day before it was
15 set to go to sale i.e., October 6, 2016. At that time, Plaintiffs sought legal counsel to advise them
16 of their rights and whether they could stop sale.

17 69. As a matter of law, the unlawful foreclosure sale is void for three (3) separate reasons.
18 They are: 1) Failing to provide statutory notice; 2) Failing to cancel/rescind NOD after nine (9)
19 months; and 3) Failing to cancel/rescind NOD after Plaintiffs accepted foreclosure prevention
20 alternative. The unlawful foreclosure sale must declared void each and any of the three separate
21 reasons.

22 Punitive Damages

23 70. As discussed supra, on or about February 2016, Plaintiffs notified Foreclosing Defendants,
24 including Nationstar, that they were accepting the foreclosure prevention alternative and were
25 exercising their right pursuant to the terms of the reverse mortgage/note and deed of trust.

27 ⁶ *Daygo Funding* at 15.

28 ⁷ *Id.* at 10.

⁸ *Id.*

1 71. Regardless, Foreclosing Defendants, including QLS and Nationstar, with malice and
2 oppression, and a conscious disregard of Plaintiffs' rights proceeded with the unlawful
3 foreclosure sale and did unlawfully foreclose on Plaintiffs' Property.

4 72. At all times stated herein, Foreclosing Defendants, including Nationstar and QLS, knew
5 Nevada's foreclosure statutes i.e., NRS 107.550, required them to rescind/cancel the NOD upon
6 Plaintiffs acceptance of the foreclosure prevention alternative.

7 73. At all times stated herein, Foreclosing Defendants, including Nationstar and QLS, knew
8 Nevada's foreclosure statutes i.e., NRS 107.550, required them to rescind/cancel the NOD nine
9 (9) months after they recorded the NOD.

10 74. At all time stated herein, Foreclosing Defendants, including Nationstar and QLS, knew
11 Nevada's legislature and governor enacted NRS 107.550 for the purpose of remedying the
12 foreclosing industry's unfair and unjust practice of "dual tracking."

13 75. "Dual tracking" occurs when a mortgage servicer i.e., Foreclosing Defendants, including
14 Nationstar and QLS, continues to foreclose on a borrowers' home i.e., Plaintiffs, while
15 simultaneously considering the borrowers' application for a foreclosure prevention alternative or,
16 as is the case here, when borrowers' have accepted a foreclosure prevention alternative.

17 76. Foreclosing Defendants', including Nationstar and QLS, dual tracked (continued) the
18 unlawful foreclosure sale after Plaintiffs' accepted the foreclosure prevention alternative by
19 unlawfully foreclosing on the Property. Foreclosing Defendants', including Nationstar and QLS,
20 "dual tracking" conduct was despicable, unfair, unjust, and is morally reprehensible.

21 77. At all times stated herein, Foreclosing Defendants, including Nationstar and QLS, knew
22 Nevada's foreclosure statutes i.e., NRS 107.080, required them to provide statutory notice of the
23 NOD and NOS to Plaintiffs at Plaintiffs Known Address.

24 78. At the time Foreclosing Defendants, including Nationstar and QLS, received Plaintiffs'
25 notice of acceptance of their foreclosure prevention alternative and election to exercise Plaintiffs'
26 95% option under the terms of the reverse mortgage/note and deed of trust, Foreclosing
27 Defendants, including Nationstar and QLS, considered their obligations under Nevada's
28 foreclosure statutes and the terms of the reverse mortgage/note and deed of trust and reasoned

1 whether proceeding with the unlawful foreclosure sale would pose any probable harmful
2 consequences to Plaintiffs.

3 79. Foreclosing Defendants', including Nationstar and QLS, reasoning concluded that there
4 would be possible harmful consequences that Plaintiffs would suffer if they proceeded with the
5 unlawful foreclosure. Those harmful consequences included are, but not limited to, Plaintiffs
6 being precluded from: 1) Realizing the benefit of the foreclosure prevention alternative
7 Foreclosing Defendants had offered and Plaintiffs had accepted; 2) Exercising their 95% pay off
8 option under the terms of the reverse mortgage/note and deed of trust; 3) Keeping the home in the
9 family; 4) Preventing the foreclosure sale; and 3) Saving money by avoiding fees added to the
10 loan balance.

11 80. Regardless of Foreclosing Defendants', including Nationstar and QLS, conclusions
12 regarding the harmful consequences Plaintiffs would suffer, Foreclosing Defendants, including
13 Nationstar and QLS, willfully and deliberately decided they would not act to avoid the harmful
14 consequences Plaintiffs would suffer.

15 81. Instead, Foreclosing Defendants, including Nationstar and QLS, acted with malice and
16 oppression, with a conscious disregard of Plaintiffs' rights when they egregiously elected to
17 proceed with the unlawful foreclosure sale by consciously ignoring their obligations, pursuant to
18 NRS 107.080, 107.550, and under the terms of the reverse mortgage/note and deed of trust, to
19 cancel the NOD.

20 82. Foreclosing Defendants, including Nationstar and QLS, intended to cause the harmful
21 consequences resulting from the unlawful foreclosure sale Plaintiffs have suffered because they
22 had considered the harmful effect of the unlawful foreclosure sale on Plaintiffs and proceeded
23 with the unlawful foreclosure sale rather than avoiding the harmful consequences by simply
24 following the Nevada's law, i.e., NRS 107.080, 107.550, and the terms of the reverse
25 mortgage/note and deed of trust, and canceling the unlawful foreclosure sale.

26 83. Foreclosing Defendants', including Nationstar and QLS, conscious decision to proceed
27 with the unlawful foreclosure sale despite the harmful consequences Plaintiffs would suffer was
28 despicable conduct because Plaintiffs have been subjected to cruel and unjust hardship by: 1)

1 Losing their home; 2) Being cheated after accepting the foreclosure prevention alternative; 3)
2 Being prevented from exercising their 95% Option in the terms of the reverse mortgage/note and
3 deed of trust; 4) Having the home unlawfully foreclosed upon; 5) Not saving money by avoiding
4 fees added to the loan balance; 6) Having to Retain legal counsel to right their wrong; and because
5 6) It was the unfair, unjust and despicable conduct Nevada's legislature and governor were
6 specifically trying to remedy when enacting NRS 107.550.

7 84. Prior to Foreclosing Defendants, including Nationstar and QLS, recording the NOS on or
8 about August 29, 2016, Foreclosing Defendants, again considered and reasoned whether their
9 unlawful foreclosure of Plaintiffs' Property would have any possible harmful consequences.

10 85. Plaintiffs incorporate by reference herein paragraphs 72-83 supra.

11 86. After Foreclosing Defendants', including Nationstar and QLS, second deliberation
12 regarding their obligations under Nevada law, the terms of the reverse mortgage/note and deed of
13 trust, and the harmful consequences Plaintiffs would suffer if they proceeded with the unlawful
14 foreclosure sale, Foreclosing Defendants egregiously opted to proceed with the unlawful
15 foreclosure sale by recording the unlawful NOS.

16 87. Thereafter, on October 6, 2016, the morning before the afternoon of the unlawful
17 foreclosure sale, Plaintiffs faxed and FedEx'd a cease and desist letter advising Foreclosing
18 Defendants, including QLS, of their violations of NRS 107.080 and Plaintiffs' intent to file suit
19 and seek damages if the unlawful foreclosure sale is not canceled.

20 88. Upon receipt of Plaintiffs' cease and desist letter, Foreclosing Defendants, including QLS
21 and Nationstar, postponed the unlawful foreclosure sale from October 6, 2016 to the following
22 week on October 13, 2016.

23 89. During Foreclosing Defendants', including QLS and Nationstar, postponement of the
24 unlawful foreclosure sale, Foreclosing Defendants, including QLS and Nationstar, took that time
25 to review the status of their unlawful foreclosure sale of Plaintiffs' Property and review their two
26 prior egregious decisions to proceed with the unlawful foreclosure sale that they knew would
27 cause Plaintiffs to suffer harmful consequences.

1 90. Based upon information and belief, defendant, QLS, contacted and consulted with
2 defendant, Nationstar, to advise it regarding Plaintiffs' cease and desist letter and to consider
3 whether they should cancel or proceed with the unlawful foreclosure sale.

4 91. Foreclosing Defendants, including Nationstar and QLS, reviewed the Plaintiffs' cease and
5 desist letter.

6 92. Foreclosing Defendants, including Nationstar, confirmed again with defendant, QLS, that
7 Plaintiffs had accepted the foreclosure prevention alternative and were exercising their option
8 under the terms of the reverse mortgage/note and deed of trust.

9 93. Foreclosing Defendants, including Nationstar and QLS, confirmed again that NRS
10 107.550 required them to cancel the NOD after Plaintiffs had accepted the foreclosure prevention
11 alternative and were exercising their option under the terms of the reverse mortgage/note and deed
12 of trust.

13 94. Foreclosing Defendants, including Nationstar and QLS, confirmed again that NRS
14 107.550 required them to cancel the NOD nine (9) months after it had been recorded if the NOS
15 had not been recorded within the stated time frame.

16 95. Foreclosing Defendants, including Nationstar and QLS, confirmed again that NRS
17 107.550 precluded them from having recorded the unlawful NOS.

18 96. Foreclosing Defendants, including Nationstar and QLS, confirmed that Plaintiffs were not
19 served either the NOD or unlawful NOS at Plaintiffs' Known Address.

20 97. Prior to Foreclosing Defendants, including Nationstar and QLS, proceeding with their
21 unlawful foreclosure sale on October 13, 2016, Foreclosing Defendants, for a third time
22 considered and reasoned whether their unlawful foreclosure of Plaintiffs' Property would pose
23 any possible harmful consequences.

24 98. Plaintiffs incorporate by reference herein paragraphs 72-83 supra.

25 99. Foreclosing Defendants, including Nationstar and QLS, after considering the effect of the
26 unlawful foreclosure sale on Plaintiffs and reasoning they would suffer harmful consequences,
27 Foreclosing Defendants, on about October 13, 2016, for the third time acted with malice and
28

1 oppression, with a conscious disregard of Plaintiffs' rights by proceeding with and concluding the
2 unlawful foreclosure sale.

3 100. The harmful consequences Foreclosing Defendants, including Nationstar and QLS,
4 considered, contemplated and reasoned Plaintiffs would suffer as a result of their despicable
5 conduct did in fact occur.

6 101. After the unlawful foreclosure sale, Plaintiffs timely filed this action.

7 102. In response, Foreclosing Defendants, including Nationstar and QLS, have doubled down
8 on their position by wrongly contending they did not have to notice Plaintiffs at their Known
9 Address and completely ignoring their statutory obligations under NRS 107.550 and obligations
10 under the terms of the reverse mortgage/note and deed of trust.

11 103. Foreclosing Defendants', each of them, despicable, malicious and oppressive conduct
12 with their conscious disregard of Plaintiffs' rights must be punished. Foreclosing Defendants',
13 each of them, conduct must be deterred.

14 104. Punitive damages must be awarded against each of the Foreclosing Defendants in addition
15 to the treble damages identified in NRS 107.080 and 107.560⁹.¹⁰

16 **Attorneys' Fees as Special Damages.**

17 105. Plaintiffs are entitled to their attorney's fees as special damages where they have incurred
18 fees in recovering real property and clearing the cloud on the title i.e., the Property herein
19 described above.¹¹

20 106. Plaintiffs incorporate by reference herein paragraphs 1-104 supra.

21 107. Plaintiffs have incurred attorney's fee in their efforts to recover the Property and clear the
22 cloud on its title caused by Foreclosing Defendants' unlawful foreclosure sale i.e., the recorded
23 trustees's deed and defendants', Pedersons, subsequently recorded grant deed.

24
25 ⁹ The rights, remedies and procedures provided by NRS 107.560 are in addition to and independent of any other
rights, remedies or procedures provided by law." Nev. Rev. Stat. § 107.560(7).

26 ¹⁰ Regarding whether a statute for treble damages is punitive, Webb v. Shull (Nev. 2012) 270 P.3d 1266, 1267 states
27 "[] when a statute lacks an express or implied mental culpability element, we presume that the Legislature intended
to omit such an element. Furthermore, deferring to legislative intent, we decline to imply a heightened level of
28 mental culpability to a statute that is not punitive in nature."

¹¹ *Sandy Valley Assocs. v. Sky Ranch Estates* (Nev. 2001) 117 Nev. 948, 957.

1 121. As a direct and proximate cause of Foreclosing Defendants', DOES I – X, and each of
2 them, violations of NRS 107.550, Plaintiffs have been damaged.

3 122. The sale must be declared void and statutory damages rendered unto Plaintiffs.

4 **CAUSE OF ACTION**

5 **(Conversion)**

6 **As to Foreclosing Defendants Only.**

7 123. Paragraphs 1 through 110 of this Amended Complaint are incorporated herein as if the
8 same were set forth herein in full and at length.

9 124. Foreclosing Defendants, DOES I – X, and each of them, converted \$255,100.00 they
10 received from the unlawful foreclosure sale rightfully belonging to Plaintiffs as discussed above.

11 125. Foreclosing Defendants, DOES I – X, and each of them, conversion damaged Plaintiffs in
12 the amount \$255,100.00 they received from the unlawful foreclosure sale rightfully belonging to
13 Plaintiffs as discussed above.

14 **CAUSE OF ACTION**

15 **(Unjust Enrichment)**

16 **As to Foreclosing Defendants Only.**

17 126. Paragraphs 1 through 110 of this Amended Complaint are incorporated herein as if the
18 same were set forth herein in full and at length.

19 127. Foreclosing Defendants, DOES I – X, and each of them, have been unjustly enriched by
20 converting the \$255,100.00 they received from the unlawful foreclosure sale and failing to
21 forward the entire proceeds to rightfully belonging to Plaintiffs as discussed above.

22 **CAUSE OF ACTION**

23 **(Quiet/Slander of Title)**

24 **As to All Defendants Only.**

25 128. Paragraphs 1 through 110 of this Amended Complaint are incorporated herein as if the
26 same were set forth herein in full and at length.

27

28

1 129. Foreclosing Defendants, DOES I – X, and each of them have slandered Plaintiffs' title to
2 the Property by unlawfully foreclosing on it and causing a trustee's deed, the NOD, and the NOS
3 to be recorded against it and divesting recorded title from Plaintiffs.

4 130. Defendants, Rosehill and Pedersons, and each of them, have slandered Plaintiffs' title by
5 causing the grant deed to be recorded against the Property

6 131. Plaintiffs remain equitable title holders to the Property despite the unlawfully recorded
7 NOD, NOS, trustee's deed, and defendants', Pedersons, grant deed.

8 132. Plaintiffs seek to quiet title to the Property by declaring the recorded slanders void and
9 expunging them from Carson City's recorded documents.

10 133. As a direct and proximate cause of defendants', DOES I – X, and each of them, slandering
11 Plaintiffs' title to the Property, Plaintiffs have been damaged.

12 134. The unlawful foreclosure sale and subsequent sale to defendants, Pedersons, must be
13 declared void and expunged from the Property's chain of title.

14 135. Plaintiffs seek attorney's fees as special damages.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs pray for judgment as follows:

- 17 1. Against each Foreclosing Defendant for violating NRS 107.080 and 107.550;
- 18 2. Against each Foreclosing Defendant for, pursuant to NRS 107.080, mandatory
19 statutory damages in the amount of \$5000.00 for Plaintiffs or treble the amount of
20 actual damages, whichever is greater;
- 21 3. Against each Foreclosing Defendant for, pursuant to NRS 107.560, mandatory
22 statutory damages in the amount of \$50,000.00 for Plaintiffs or treble the amount of
23 actual damages, whichever is greater;
- 24 4. Against each Foreclosing Defendant for conversion;
- 25 5. Against each Foreclosing Defendant for \$255,100.00 for their conversion of the
26 unlawful foreclosure sale proceeds;
- 27 6. Against each Foreclosing Defendant for Punitive damages for their conversion;
- 28 7. Against each Foreclosing Defendant for unjust enrichment;

- 1 8. Against each Foreclosing Defendant for \$255,100.00 for their unjust enrichment;
2 9. Against all defendants for slandering Plaintiffs' title to the Property;
3 10. Against all defendants declaring the unlawful foreclosure sale void pursuant to NRS
4 107.080 and 107.550;
5 11. Against all defendants restoring clear title in the Property to Plaintiffs;
6 12. Reasonable Attorney's fees as specially pled and proved at trial;
7 13. An injunction enjoining Foreclosing Defendants, and each of them, their agents or
8 successors in interest from executing the power of sale under the deed of trust until it
9 complies with subsections 2, 3, and 4 of NRS 107.080;
10 14. Against each Foreclosing Defendants for reasonable Attorney's fees pursuant to NRS
11 107.080;
12 15. Against each Foreclosing Defendants for reasonable Attorney's fees pursuant to NRS
13 107.560;
14 16. Against each Foreclosing Defendant for punitive damages pursuant to NRS 42.005;
15 17. Against all defendants for prejudgment interest on all damages;
16 18. Against all defendants for statutory costs; and
17 19. For any other relief the Court deems proper.

18 **AFFIRMATION 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: December 2, 2020.

22 ***TORY M. PANKOPF LTD***

23 By: s/ TORY M. PANKOPF
24 TORY M. PANKOPF, ESQ.
25 *Attorney for Plaintiffs*
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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, I hereby certify that on the 2nd day of December 2020, I mailed a true and correct copy of the following document(s):

Amended Complaint

By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the following:

Quality Loan Services Corporation
c/o Kristin Schuler-Hintz, Esq.
MCCARTHY HOLTHUS LLP
9510 W Sahara Ave, Suite 200
Las Vegas, NV 89117
Fax (866) 339-5691
khintz@McCarthyHolthus.com

Zachary and Michelle Pederson
Rosehill LLC
c/o James M. Walsh, Esq.
WASLSH & ROSEVEAR
9468 Double R Bl, Ste A
Reno, NV 89521
Fax (775) 853-0860
jmwalth@wbri.net

NATIONSTAR MORTGAGE LLC
fhn Champion Mortgage Company
c/o Melanie D. Morgan, Esq.
AKERMAN LLP
1635 Village Center Cir, Suite 200
Las Vegas, NV 89134
melanie.morgan.akerman.com

DATED on this 2nd day of December 2020.

s/Tory M. Pankopf
Tory M. Pankopf

REC'D & FILED ✓

2021 FEB 10 PM 1:26

AUDREY ROWLETT
CLERK

BY [Signature] DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
and DOES I – X, inclusive,

Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

ZACHARY PEDERSON and MICHELLE
PEDERSON,

Plaintiff Intervenor/Defendants

And Related Consolidated Cases.

ORDER RE FINAL JUDGMENT

Having read and considered plaintiffs' motion for an order certifying and directing entry of final judgment as the December 24, 2020 orders granting defendants'/plaintiffs' in Intervention motion for summary judgment, denying plaintiffs' motion for summary judgment, and denying

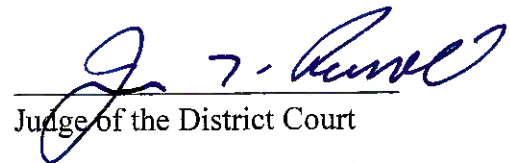
1 defendant's, Rosehill, motion to dismiss ("Order"), pursuant to NRCP 54(b), and good cause
2 appearing, the motion is granted.

3 IT IS HEREBY ORDERED that the Court's order entered on December 24, 2020 granting
4 defendants'/plaintiffs' in Intervention motion for summary judgment, denying plaintiffs' motion
5 for summary judgment, and denying defendant's, Rosehill, motion to dismiss is certified as a final
6 judgment and, given there is no just reason for delay, final judgment is to be entered forthwith.

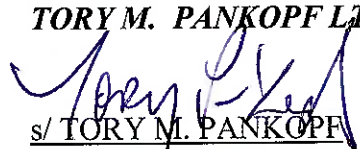
7 FURTHER, plaintiffs will serve a notice of entry of order on all other parties and file proof
8 of service within 7 days after the date the court sends this order to plaintiffs' counsel.

9 **IT IS SO ORDERED**

10
11 DATED: ^{February} ~~January~~ 10, 2021.

12
13 
14 Judge of the District Court

15
16
17 Respectfully Submitted by,

18 **TORY M. PANKOPF LTD**
19 
20 By: s/ TORY M. PANKOPF
21 TORY M. PANKOPF, ESQ.
22 *Attorney for Plaintiffs*
23 748 S Meadows Parkway, Suite 244
24 Reno, Nevada 89521
25 Telephone: (775) 384-6956
26 tory@pankopfuslaw.com
27
28

1 **CERTIFICATE OF MAILING**

2 Pursuant to NRCP 5(b), I certify that I am an employee of the First Judicial District
3 Court, and that on this 22nd day of February, 2021, I sent via electronic mail, a true and correct
4 copy of the foregoing Order addressed as follows:

5 James M. Walsh, Esq.
6 Email: jmw Walsh@wbri.net

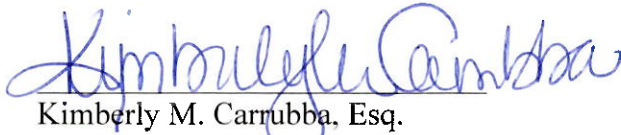
Donna M. Wittig, Esq.
Email: donna.wittig@akerman.com

7 Tory M. Pankopf, Esq.
8 Email: tory@pankopfuslaw.com

Kristin Schuler-Hintz, Esq.
Email: khintz@mccarthyholthus.com

9 Melanie D. Morgan, Esq.
10 Email: melanie.morgan@akerman.com

Matthew Dayton, Esq.
Email: mdayton@mccarthyholthus.com

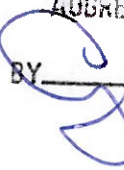
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14 Kimberly M. Carrubba, Esq.
15 Law Clerk, Dept. 1
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TORY M. PANKOPF (SBN 7477)
TORY M PANKOPF, LTD
748 S Meadows Parkway, Suite 244
Reno, Nevada 89521
Telephone: (775) 384-6956
Facsimile: (775) 384-6958
Attorney for the Estate and Petitioner

AUGREY ROWLATT
CLERK
BY  DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE CARSON CITY

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
and DOES I – X, inclusive,

Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated With Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

In the Matter of the Estate Of:

THELMA AILENE SARGE,

Decedent.

In the Matter of the Estate of:

EDWIN JOHN SARGE,

Decedent.

ORDER ON DOE AMENDMENTS

The court having considered Plaintiffs' ex parte application for an order amending the
FICTITIOUS NAME DOE II as NATIONSTAR MORTGAGE, LLC, doing business as

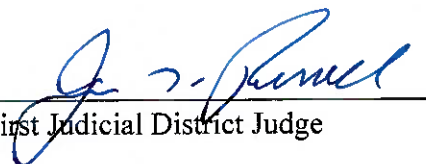
Law Offices of
Tory M. Pankopf Ltd.
748 S Meadows Parkway
Suite 244
Reno, Nevada 89521
(775) 384-6956

1 CHAMPION MORTGAGE COMPANY, the FICTITIOUS NAME DOE III as ZACHERY
2 PEDERSON, the FICTITIOUS NAME DOE IV as MICHELLE PEDERSON (collectively,
3 "Doe Defendants" and having found Plaintiffs were ignorant of the true names of Doe
4 Defendants when the complaint in the above-named case was filed, and having designated DOE
5 Defendants in the complaint by fictitious names of DOE II, DOE III, and DOE IV, and having
6 discovered the true names of DOE Defendants to be as stated above, orders the complaint
7 amended by inserting such true name in place and stead of such fictitious name wherever it
8 appears in said complaint.


9 The above amendment to the complaint is allowed.

10 **IT IS SO ORDERED**

11
12 Dated: May 7th, 2020

13
14 
15 First Judicial District Judge

16
17
18 Respectfully submitted by,

19
20 **TORY M PANKOPF LTD**
21 
22 By: s/ TORY M. PANKOPF
23 TORY M. PANKOPF, ESQ. (SBN 7477)
24 Attorney for Plaintiffs and Petitioner
25
26
27
28

CODE:

William A. Baker, Esq.
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9468 Double R. Blvd., Suite A
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Tel: (775) 853-0883
Fax: (775) 853-0860
Email: wbaker@wbrl.net
Attorney for Rosehill, LLC

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

IN THE MATTER OF THE ESTATE OF:

Case No.:

EDWIN JOHN SARGE,

Dept. No:

Deceased.

MOTION TO EXPUNGE LIS PENDENS

COMES NOW, Rosehill, LLC, a Nevada limited liability company, by and through its attorneys, William A. Baker, Esq. of Walsh, Baker & Rosevear, and hereby moves this Court for an Order expunging the Lis Pendens filed in the above entitled action and recorded on October 31, 2016 as Document No. 469390, Official Records of Carson City Recorder.

STATEMENT OF FACTS

1. On or about October 31, 2016, the attorney for the Estate of Edwin John Sarge did cause to be recorded a Notice of Pendency of Action (Lis Pendens) against the real property owned by movant on the real property located at 1636 Sonoma Street, Carson City, Nevada APN 010-513-07. A true and correct copy of said Notice of Lis Pendens is attached hereto as **Exhibit 1**.

2. A Lis Pendens may only be recorded pursuant to the provisions of NRS 14.010 in actions affecting title to real property. There is no quiet title litigation pending with regard to the property encumbered by the notice of pendency of action, 1636 Sonoma Street, Carson City, Nevada.

3. Movant, Rosehill, LLC (hereinafter referred to as "Rosehill"), took title to the real property designated as APN 010-513-07, commonly known as 1636 Sonoma Street, Carson City,

1 Nevada, by virtue of a Trustee's Deed Upon Sale given by Trustee Quality Loan Service Corporation
2 as Grantor to Rosehill dated October 21, 2016 and only just provided to Rosehill by mail for recording
3 purposes. A true and correct copy of said Grant, Bargain and Sale Deed is attached hereto as **Exhibit**

4 **2.**

5 4. Rosehill currently has the subject property sold and in escrow to a third party buyer and
6 it was the escrow company that brought to the attention of Rosehill the most recent Notice of Pendency
7 of Action filing.

8 5. Rosehill purchased the vacant subject property at a Trustee's Sale on October 13, 2016
9 and took possession immediately.

10 6. Rosehill promptly sold the property in AS-IS condition and the present escrow is set to
11 close escrow to the third party buyer on November 30, 2016.

12 7. That Rosehill will be promptly recording its Trustee's Deed now that it has been
13 provided by the trustee service company.

14 8. That at the time the Notice of Pendency of Action was recorded (October 31, 2016), the
15 subject property had been sold to Rosehill more than two weeks prior (October 13, 2016) and had been
16 re-sold by Rosehill to a third party buyer within that time period.

17 9. That the Notice of Pendency of Action that was recorded and which the title company
18 provided to Rosehill, has no case number or department number on it. See **Exhibit 1.**

19 10. Good and valuable consideration was paid by Rosehill at the Trustee's Sale for purchase
20 of the property on October 13, 2016 and it remains the due and lawful owner of the subject property
21 since that time.
22

23 ARGUMENT

24 NRS 14.015 provides that after the recordation of a Notice of Lis Pendens, the party opposing
25 the Notice may request the Court to hold a hearing upon 15 days' notice, which shall take president
26 over all other civil matters except for motions for preliminary injunction. Rosehill hereby opposes the
27 recorded Notice of Pendency of Action and seeks a hearing to expunge it. At said time and place, the
28 party filing the Lis Pendens must appear to establish to the satisfaction of the Court that the pending

1 action affects title or possession to real property, the action was not brought in bad faith or for an
2 improper motive, the party who recorded the notice will be able to perform any and all conditions
3 precedent to their relief sought, and that the party who recorded the notice will not be injured by a
4 transfer. In addition, the recording party must establish to the satisfaction of the court that it is likely to
5 prevail in the action, has a fair chance of success on the merits, and the injury described is sufficiently
6 serious that the hardship to the recording party would be greater than the hardship to the Defendant.

7 Rosehill would submit herein that the Estate can satisfy none of these criteria.

8
9 Rosehill purchased the property at a Trustee's Sale in which the amount in default at the time of
10 the sale was \$316,960.37 and Rosehill paid \$255,100.00 for the subject property at that time. See
11 **Exhibit 2.** To the knowledge of Rosehill for purposes of this motion, the Estate of Edwin John Sarge
12 has filed no action pending affecting the title to the real estate or challenging the sale by the Trustee at
13 any time. Rosehill has paid substantial and valuable consideration for the subject property and has
14 sold the property to a third party. Rosehill will be substantially damaged in the event that its current
15 sale is negatively impacted by the tardy notice of pendency of action that has been recorded against the
16 subject property. The title company has indicated that it cannot close the property and provide title
17 insurance as long as the notice of pendency of action effectively encumbers the subject property.

18 CONCLUSION

19 Well before the subject lis pendens was recorded, the property to which it has attached was
20 sold for good and valuable consideration to Rosehill, LLC. After that sale was consummated by the
21 payment of \$255,100.00 by Rosehill, the property was placed for sale and Rosehill accepted an offer to
22 purchase the subject property and opened an escrow to accomplish the sale. Rosehill awaited the
23 Trustee's Deed Upon Sale to be prepared and sent to it. That has just recently been received and will
24 be recorded promptly. That sale is scheduled to be closed on November 30, 2016.

25 Based upon the foregoing, it is respectfully request that Rosehill's motion to expunge the notice
26 of pendency of action be granted. In the event the Court is unable or unwilling to grant the motion
27 upon the pleadings, Rosehill would request that the Court set an expedited hearing as contemplated by
28

1 the statute so that, if possible, a determination can be made with regard to the notice of pendency of
2 action prior to the current escrow closing date of November 30, 2016.

3
4 **Affirmation Pursuant to NRS 239B.030**

5 The undersigned does hereby affirm that the preceding document does not contain the social
6 security number of any person.

7
8 DATED this 2nd day of November, 2016.

9
10
11 **WALSH, BAKER & ROSEVEAR**

12 

13 William A. Baker, Esq.
14 Attorneys for Plaintiffs
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CERTIFICATE OF SERVICE

I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH, BAKER & ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing document on all parties to this action by:

☐ Electronic filing with the Clerk of the Court by using the ECF system which will send a notice of electronic filing

☐ Placing an original or true copy thereof in a sealed envelope placed for collection and mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary course of business practices;

☒ Hand Delivery

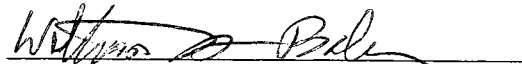
☐ Facsimile

addressed as follows:

Troy Pankopf 9460 Double R. Boulevard, #104 Reno, NV 89521 <i>Attorney for Estate of Edwin John Sarge</i>	
--	--

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 2nd day of November, 2016.


William A. Baker, an employee of
Walsh, Baker & Rosevear

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INDEX OF EXHIBITS

EX. NO.	DESCRIPTION	PAGES
1	Notice of Pendency of Action, Document No. 469390	4
2	Trustee's Deed Upon Sale	2

EXHIBIT 1

EXHIBIT 1

APN _____

APN _____

APN _____

RECORDED AT THE
REQUEST OF

T. Pankovf

2016 OCT 31 PM 12:21

FILE NO. 469390
SUSAN MERRIWETHER
CARSON CITY RECORDER
FEES 17.00 DEP 20

FOR RECORDER'S USE ONLY

Notice of Pendency of Action
TITLE OF DOCUMENT

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

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

Jack Hartman
Signature

Jack Hartman Realtor
Print Name & Title

WHEN RECORDED MAIL TO:

Tory Pankovf

9460 Double R Boulevard #104

Reno NV 89521

- 469390
-

1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

REC'D & FILED
2816 OCT 31 AM 11:10
SUSAN HERRIWEATHER
CLERK
BY ~~CLERK~~ DEPUTY

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9
10 IN AND FOR THE CARSON CITY

11 In the matter of the estate of:

12 EDWIN JOHN SARGE,

13 Deceased.

CASE NO:
DEPT NO:

14
15
16 NOTICE OF PENDENCY OF ACTION

17 PLEASE TAKE NOTICE that Petitioner, JILL SARGE, has filed a Petition to Set Aside
18 Estate, which is now pending before the above entitled Court, in the above referenced matter,
19 in the property described in the Petition to Set Aside Estate adverse to the Estate's title, or any
20 cloud on the Estate's title thereto, and concerning and affecting real property as described
21 herein.

22 All that certain real property situated in the Carson City, State of Nevada,
23 described as follows:

24 That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28,
25 Township 15 North, Range 20 East, M.D.B.&M., further described as
26 follows:
27

28 469390

Law Offices of
T. M. Pankopf PLLC
9460 Double R Boulevard
Suite 104
Reno, Nevada 89521
(775) 384-6956

- 1 -

NOTICE OF PENDENCY OF ACTION

ER 0516

1 Parcel 86 as shown of the Parcel Map for M. G. Stafford, Inc., filed for
2 record in the office of the Recorder of Carson City, Nevada, on August 22,
3 1989, in Book 6, page 1714, as Document No. 89571.

4 APN 010-513-07

5 1636 Sonoma Street, Carson City, Nevada.

6 The purpose of Petitioner's action, among other things, includes setting the property
7 aside to herself and her siblings, heirs to their father's estate, such that the pending sale can be
8 finalized and pay all of the indebtedness on the property, in full. Said sale is pending entry of
9 the Order Granting the Petition to Set Aside and is ready to be closed.

10 Further, the purpose of Petitioner's action is to enforce Chapter 107 of the Nevada
11 Revised Statutes relating to the Notice of Default recorded on said property which is defective
12 for the notice required to be made for residential real property under NRS 107 et seq.

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

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

16 DATED: This 26th day of October, 2016.

17
18 ***T M PANKOPF PLLC***

19
20 By:



21 TORY M. PANKOPF, ESQ. (SBN 7477)
22 9460 Double R Blvd., Suite 104
23 Reno, NV 89521
24 *Attorney for the Estate and Petitioner*

25
26
27 ~ 469390
28

469390

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

Date October 9, 1957

Susan Meriwether, City Clerk and Clerk of the First Judicial District Court of the State of Nevada, In and for Carson City.

By [Signature]

Deputy

Per N.P.S. 39 Section 60, may be received, but in no way affects the legality of the document.

EXHIBIT 2

EXHIBIT 2

APN No.: 010-513-07
Recording Requested by:

When Recorded Mail to:

Rosehill, LLC
6770 S. Mccarran Blvd. #202
Reno, NV 89509

Forward tax statements to the address given above

TS No.: NV-15-679709-HL
Order No.: 733-1501111-70

Space above this line for recorders use only

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Trustee's Deed Upon Sale

Transfer Tax:

The undersigned grantor declares:
The grantee herein WASN'T the foreclosing beneficiary.
The amount of the unpaid debt together with costs was: **\$316,960.37**
The amount paid by the grantee at the trustee sale was: **\$255,100.00**
The documentary transfer tax is:
Said property is in the City of: **CARSON CITY**, County of **CARSON CITY**

QUALITY LOAN SERVICE CORPORATION, as Trustee, (whereas so designated in the Deed of Trust hereunder more particularly described or as duly appointed Trustee) does hereby **GRANT** and **CONVEY** to

Rosehill, LLC

(herein called Grantee) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and to the property situated in the county of **CARSON CITY**, State of Nevada, described as follows:

That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28, Township 15 North, Range 20 East, M.D.B. & M., further described as follows: Parcel 86 as shown on the parcel map for M.G. Stafford, Inc., filed for record in the Office of the Recorder of Carson City, Nevada on August 22, 1989, Book 6, Page 1714, as Document No. 89571.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1988**, as trustor, dated **3/4/2006**, and recorded on **4/26/2006** as Instrument No. 352840 of Official Records in the office of the Recorder of **CARSON CITY**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **9/3/2015**, instrument no **457307**, Book , Page , of Official

records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

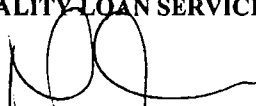
All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on **10/13/2016**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$255,100.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: **NV-15-679709-HL**

Date: **10/21/2016**

QUALITY LOAN SERVICE CORPORATION


By: Nicole Fuentes, Assistant Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: **California**

County of: **San Diego**

On **OCT 21 2016** before me, **Brenda A. Gonzalez** a notary public, personally appeared Nicole Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature

Brenda A. Gonzalez



IN THE SUPREME COURT OF THE STATE OF NEVADA

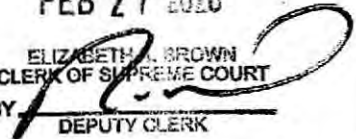
IN THE MATTER OF THE ESTATE OF
THELMA AILENE SARGE.

No. 73286

ESTATE OF THELMA AILENE SARGE;
ESTATE OF EDWIN JOHN SARGE;
AND BY AND THROUGH THE
PROPOSED EXECUTRIX, JILL SARGE,
Appellants,
vs.
QUALITY LOAN SERVICE
CORPORATION; AND ROSEHILL, LLC,
Respondents.

FILED

FEB 27 2020

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER OF REVERSAL AND REMAND

This is an appeal from a district court order granting summary judgment in an action to void a foreclosure sale for lack of notice. First Judicial District Court, Carson City; James Todd Russell, Judge.

The primary issue is the meaning of a "known" address under a pair of notice provisions. NRS 107.080(3) and NRS 107.080(4)(a) (the notice provisions) require a mortgage trustee to notify certain parties of default and foreclosure sale at their respective known addresses, but neither explains what a known address is. A related statute, NRS 107.090(2) (the recording statute), provided that a party may record a request for notice in the county recorder's office.¹

¹NRS 107.090 has since been amended. What was subsection (2) when the district court issued the order on appeal is now subsection (1),



Edwin and Thelma Sarge owned the subject property on Sonoma Street in Carson City. In 2006, Champion Mortgage Company (CMC) recorded a deed of trust securing a loan that the Sarges took out on the property. In 2008, the Sarges recorded a deed upon death² conveying a future interest in the property to their three children, Jack Sarge, Jill Sarge, and Sharon Hesla.

Edwin died in 2011 and Thelma died in April 2015. Jill contacted CMC to report Thelma's death and a mailing address on Empire Lane in Carson City. CMC sent several letters about the mortgage to "the Estate of Thelma A. Sarge" and "the Estate of Edwin J. Sarge" at that address.

In September 2015, respondent Quality Loan Services Corporation (QLS), CMC's trustee, recorded a notice of default and election to sell the subject property and mailed copies of the notice to the Sonoma Street address. In August 2016, it recorded the notice of sale and mailed copies of the notice to the Sonoma Street address. Neither notice went to the Empire Lane address. At the foreclosure sale in October 2016, respondent Rosehill, LLC, purchased the property.

Later that month, Edwin's and Thelma's respective estates (collectively appellants) filed and recorded a complaint for reentry and

2019 Nev. Stat., ch. 238, § 15, at 1367, and the former subsection (1), which defined "person with an interest" for that section, now appears in an earlier section of definitions for the entire chapter, 2019 Nev. Stat., ch. 238, § 1, at 1344. The amendments are insignificant to our resolution of this appeal.

²A deed upon death "conveys [the grantors'] interest in property to a beneficiary or multiple beneficiaries and . . . becomes effective upon the death of the owner." NRS 111.671.

notices of lis pendens. QLS moved to dismiss the complaint for failure to state a claim and to expunge the notices of lis pendens. Rosehill also moved to dismiss for failure to state a claim. After hearing the motions, the district court issued an order granting dismissal and canceling the notices of lis pendens.

Appellants argue on appeal that the district court effectively granted summary judgment by considering matters outside the pleadings, and erred by granting summary judgment because a genuine issue of material fact exists as to whether QLS notified the titleholders—Jack, Jill, and Sharon—at their known address. They argue that the district court likewise abused its discretion by canceling the notices of lis pendens.

Because the district court granted dismissal but considered matters outside the pleadings, we review the order as if it granted summary judgment. *Schneider v. Cont'l Assurance Co.*, 110 Nev. 1270, 1271, 885 P.2d 572, 573 (1994). We review such orders de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if “the pleadings and [all] other evidence on file demonstrate that no genuine issue as to any material fact [exists] and that the moving party is entitled to . . . judgment as a matter of law.” *Id.* (internal quotation marks omitted). “[T]he evidence, and any reasonable inferences drawn from it, must be viewed in a light most favorable to the nonmoving party.” *Id.* “A factual dispute is genuine when the evidence is such that a rational trier of fact could return a verdict for the nonmoving party.” *Id.* at 731, 121 P.3d at 1031.

Appellants argue that the district court erred by granting summary judgment because they presented uncontroverted evidence that Jill notified CMC of the Empire Lane address and that CMC began sending

letters there. They reason that notifying CMC, the lender, of the Empire Lane address was sufficient to establish that address as their known address under the notice provisions, and that QLS, the trustee, therefore should have notified them at that address. They argue that recording a request for notice under the recording statute is purely elective. QLS and Rosehill answer that the address at which QLS notified the titleholders, which is recorded in the deed upon death by which they obtained title to the subject property, was their known address because they did not record a request for notice at an alternate address.

So whether summary judgment was proper depends on the meaning of a “known” address under the notice provisions. We recently addressed this issue, explaining that in some instances, a known address may be different from an address in recorded documents. *U.S. Bank, Nat’l Ass’n ND v. Res. Grp., LLC*, 135 Nev., Adv. Op. 26, 444 P.3d 442, 446 (2019) (“A trustee or other person conducting a foreclosure sale must send notice of default to each person entitled to it at the address the recorded documents provide for that person (or in some instances, if different, their known or last known address).”). Those instances include when a trustee has actual or constructive knowledge of an address. See *In re Smith*, 866 F.2d 576, 586 (3d Cir. 1989) (explaining that a foreclosure notice statute requires “a good-faith effort to ascertain the [mortgagor’s] current address”); *Wanger v. EMC Mortg. Corp.*, 127 Cal. Rptr. 2d 685, 693 (Ct. App. 2002) (holding that a borrower’s known address “shall be determined with reference to the [mortgage loan] servicer’s actual and constructive knowledge”); see also NRS 107.090(2) (2009) (providing that a party “may” record a request for notice); *State v. Second Judicial Dist. Court*, 134 Nev. 783, 789 n.7, 432 P.3d

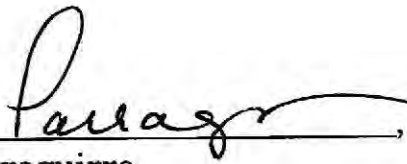
154, 160 n.7 (2018) (explaining that “the word ‘may’ is generally permissive”).

Here, the district court found that because none of the titleholders recorded a request for notice under the recording statute, the Sonoma Street address recorded in the deed upon death was their known address. So it effectively limited the scope of a trustee’s knowledge to *record* knowledge, reasoning that because the Sonoma Street address was the only *recorded* address, it was the titleholders’ known address.


But the evidence shows that Jill notified CMC of the Empire Lane address, and that CMC began sending letters to that address. Viewing that evidence in a light most favorable to appellants, a rational trier of fact could find that QLS, CMC’s trustee, had *actual* or *constructive* knowledge of the Empire Lane address despite the titleholders’ failure to record it, and thus that the Empire Lane address was the titleholders’ known address. So a genuine issue of material fact remains as to whether QLS notified the titleholders at their known address, and the district court thus erred by granting summary judgment.³ Accordingly, we

³Because the district court erred by granting summary judgment, it likewise erred by canceling the notices of lis pendens. See *Hardy Companies, Inc. v. SNMARK, LLC*, 126 Nev. 528, 533, 543, 245 P.3d 1149, 1153, 1159 (2010) (reversing order granting summary judgment and expunging notices of lis pendens). We decline to consider appellants’ other arguments because they are unnecessary for us to resolve this case. See *Miller v. Burk*, 124 Nev. 579, 588-89 & n.26, 188 P.3d 1112, 1118-19 & n.26 (2008) (explaining that this court need not address issues that are unnecessary to resolve the case at bar).

ORDER the judgment of the district court REVERSED AND
REMAND this matter to the district court for proceedings consistent with
this order.

 J.
Parraguirre

 J.
Hardesty

 J.
Cadish

cc: Hon. James Todd Russell, District Judge
Janet L. Chubb, Settlement Judge
Tory M. Pankopf, Ltd.
Walsh, Baker & Rosevear, P.C.
McCarthy & Holthus, LLP/Las Vegas
Carson City Clerk

James M. Walsh, Esq.
Nevada State Bar No. 796
Walsh & Rosevear
9468 Double R. Blvd., Suite A
Reno, Nevada 89521
Tel: (775) 853-0883
Email: jmw Walsh@wb rl.net
Attorney for Pedersen

**IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY**

ZACHARY PEDERSEN, MICHELLE
PEDERSEN

Plaintiffs in Intervention

vs.

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

vs.

QUALITY LOAN SERVICE CORPORATION and
DOES I – X, inclusive,

Defendants.

In the Matter of the Estate of:

THELMA AILENE SARGE,

Decedent.

In the Matter of the Estate of:

EDWIN JOHN SARGE,

Decedent.

Case No.: 16 RP 0009 1B

Dept. No: I

Consolidated With Case No.:

16 PBT 00107 1B and
16 PBT 00108 1B

1 6. At the duly noticed trustee's sale, as indicated, Rosehill, LLC was the successful bidder in the
2 amount of \$255,100, and a Trustee's Deed Upon Sale was issued to Rosehill, LLC and recorded
3 November 2, 2016, as Document No. 469496, Official Records of Carson City Recorder.

4 7. Sarge brought the instant action and recorded a Lis Pendens against the subject property.

5 8. On or about November 2, 2016, Rosehill moved to expunge the Lis Pendens, and after hearing
6 December 5, 2016, this Court entered its order expunging the Lis Pendens. At such hearing, the Court
7 indicated that Plaintiff having failed to meet the requirements of NRS 14.015, that Rosehill's title had a
8 priority from the date of the Deed of Trust in 2006, that Plaintiffs had failed to meet their burden to
9 provide any evidence that a default did not exist under the terms and conditions of the Deed of Trust at
10 the time of foreclosure, that Plaintiffs produced no evidence of a tender of the amounts due and owing
11 under the Deed of Trust and that the provisions of NRS 107.080 required no notice to the estate or the
12 beneficiaries.

13 9. After expunging of the Lis Pendens, Rosehill transferred the subject property by Grant Bargain
14 and Sale Deed to Zachary and Michele Pedersen. Said Deed was dated December 13, 2016 and recorded
15 December 15, 2016, as Document No. 470725, Official Records of Carson City Recorder.

16 10. Rosehill filed its Motion to Dismiss the Complaint on the essentially the same grounds
17 asserted by Quality Loan Service. At the hearing on Quality Loan Service's Motion to Dismiss on March
18 10, 2017, the Court also granted Rosehill's Motion to Dismiss and Expunged the Lis Pendens.

19 11. Sarge appealed these orders and on February 27, 2020, The Nevada Supreme Court entered
20 an Order of Reversal and Remand for further proceedings in this court.

21
22 12. Pedersen's title is now at issue, they allege Rosehill's title and theirs successors' in interest, ,
23 is derivative and has the priority of the Deed of Trust foreclosed on by Quality Loan Corporation. That
24 Deed of Trust was dated March 4, 2006, recorded April 26, 2006. This relation back of priority of the
25 Trustee's Deed extinguishes any claims, liens or encumbrances regarding the real property after April
26 26, 2006 in favor of the purchaser Rosehill and its successors in interest. *United States of America v.*
27 *Real Property at 2659 Roundhill Dr., Alamo, CA*, 194 F.3d 1020 (9th Cir. 1999). It is clear therefrom
28

1 that any claims or interest of Sarge, the Sarge Estate or any interest arriving therefrom were extinguished
2 by the Quality Loan Corporation foreclosure.

3 13. That Defendants named herein above may claim an interest by virtue of the mense
4 conveyances and statutes set out above.

5 14. That the claims of the Defendants are without rights whatsoever, and that said Defendants
6 have not, nor have any of them any estate, title, or interest in or to said lands or premises or any part
7 thereof.

8 15. Defendants should be required to set forth the nature of their claims, if any there be,
9 adverse to the claims of Plaintiffs and that said claims be determined by a decree of this Court, and that
10 Plaintiffs be declared the owners of said land and premises and that Defendants, nor any of them have
11 any estate or interest whatsoever, in or to said lands or premises and that the Defendants and each and
12 every one of them be forever barred from asserting any claim in or to said lands or premise adverse to
13 Plaintiffs.

14 WHEREFORE, Plaintiffs in Intervention pray for judgment as follows:

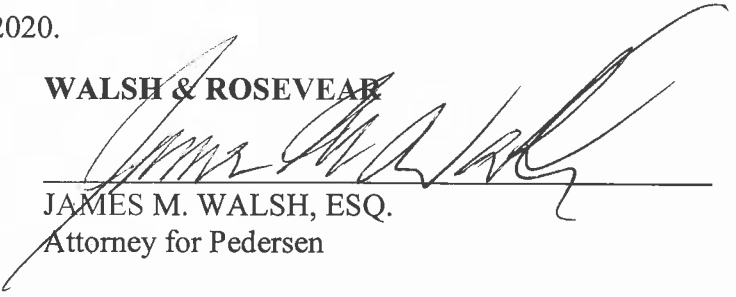
- 15 1. For a decree quieting title in the subject property;
16 2. For costs of suit herein incurred.
17 3. For attorney's fees; and
18 4. For such other and further relief as the Court may deem proper.

19
20 **Affirmation Pursuant to NRS 239B.030**

21 The undersigned does hereby affirm that the preceding document does not contain the social
22 security number of any person.

23 DATED this 10th day of August, 2020.

24 **WALSH & ROSEVEAR**

25 
26 JAMES M. WALSH, ESQ.
27 Attorney for Pedersen
28

1 CERTIFICATE OF SERVICE

2 I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH &
3 ROSEVEAR that I am over the age of eighteen (18) years, and that I am not a party to, nor interested in,
4 this action. On this date, I caused to be served a true and correct copy of the foregoing document on all
parties to this action by:

5 x Placing an original or true copy thereof in a sealed envelope placed for collection and
6 mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary
7 course of business practices;

8 Hand Delivery

9 Facsimile

10 addressed as follows:
11

12 Tory M. Pankopf
13 T M Pankopf, PLLC
14 748 South Meadows Parkway, Suite #244
15 Reno, Nevada 89521
16 Attorneys for Estate and Petitioner

17 Kristin A. Schuler-Hintz, Esq.
18 9510 W. Sahara Ave. Ste. 200
19 Las Vegas, NV 89117

20 I declare under penalty of perjury that the foregoing is true and correct.

21 Executed this 11th day of August, 2020.

22 
23 James M. Walsh
24 Walsh & Rosevear
25
26
27
28

APN _____

APN _____

APN _____

RECORDED AT THE
REQUEST OF

Jack Hartman

2016 OCT 31 PM 3:36

469424

FILE NO. _____
SUSAN MERRIWETHER
CARSON CITY RECORDER

FEES 192.00 DEPOSIT

FOR RECORDER'S USE ONLY

Complaint for Recentry
TITLE OF DOCUMENT

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

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

Jack Hartman
Signature

Jack Hartman - Broker
Print Name & Title

WHEN RECORDED MAIL TO:

Tory Pankopt
9460 Double R Blvd # 104
Reno NV 89521

~ 469424

1 TORY M. PANKOPF (SBN 7477)
2 T M PANKOPF, PLLC
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

REC'D & FILED
2016 OCT 31 AM 11:09
SUSAN HERRMETHOR
CLERK
BY _____
G. JONES DEPUTY

8 IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
9
10 IN AND FOR THE CARSON CITY

11 In the matter of the estate of:

12 THELMA AILENE SARGE,
13 Deceased.

16RP000091B
CASE NO: 16RP000091B
DEPT NO: 7
I

15 ESTATE OF THELMA AILENE SARGE and
16 ESTATE OF EDWIN JOHN SARGE,

17 Plaintiffs,

18 v.

19 QUALITY LOAN SERVICE CORPORATION
and DOES I – X, inclusive,

20 Defendant(s).

21
22 COMPLAINT

23 COMES NOW plaintiffs, Estates of Thelma Ailene Sarge and Edwin John Sarge, by and
24 through the proposed executor, Jill Sarge, by and through her attorney, Tory M. Pankopf, of the
25 Law Offices of T M Pankopf PLLC, alleges and complain against defendants, QUALITY
26 LOAN SERVICE CORPORATION, and Does 1-10 Inclusive (collectively "Defendants") as
27 follows:
28

469424

PARTIES

1. A petition to set aside the estate of Plaintiff, Estate of Thelma Ailene Sarge ("Estate" or "Plaintiff"), has been filed on its behalf by the proposed executor of the Estate, Jill Sarge, in Carson City, Nevada.

2. A petition to set aside the estate of Plaintiff, Estate of Edwin John Sarge ("Estate" or "Plaintiff"), has been filed on its behalf by the proposed executor of the Estate, Jill Sarge, in Carson City, Nevada.

3. Defendant, Quality Loan Service Corporation ("Quality" or "Defendant"), is a California Corporation doing business in the City of Carson, Nevada.

4. Plaintiffs are informed and believe, and upon such information and belief allege, that each Defendant designated herein as fictitiously named DOES I through X, inclusive, claims and interest in, occupies or utilizes the real property described herein, claims to be the landlord, or is responsible in some manner for the events and happenings herein referred to and causes damage proximately hereby to Plaintiff as hereafter alleged. When the true names of Defendants are discovered, Plaintiff will seek leave to amend this Counterclaim and proceedings herein to substitute the true names of Defendants. Plaintiff believes each Defendant designated herein as DOE claim an interest in the Property adverse to Plaintiff.

5. Plaintiff is informed and believes and thereon allege that at all times herein mentioned each Defendant was the agent, employee, joint venture or partner with each of the remaining Defendants and was at all times herein mentioned acting within the course and scope of their employment relationship and/or in the course and scope of their agency, joint venture or partner relationship with each of the other.

CAUSE OF ACTION

(Violation of NRS 107.080)

6. At the time of the deaths of the decedents each of them were the legal owners of real property situated in Carson City, Nevada, and described as:

1
2 All that certain real property situated in the Carson City, State of Nevada,
3 described as follows:

4 That portion of the Northwest 1/4 of the Northwest 1/4 of Section 28,
5 Township 15 North, Range 20 East, M.D.B.&M., further described as
6 follows:

7 Parcel 86 as shown of the Parcel Map for M. G. Stafford, Inc., filed for
8 record in the office of the Recorder of Carson City, Nevada, on August 22,
9 1989, in Book 6, page 1714, as Document No. 89571.

10 APN 010-513-07

11 1636 Sonoma Street, Carson City, Nevada.

12 (“Property”)

13 7. The Property is an asset of their estates.

14 8. On or about October 13, 2016, Quality foreclosed on the Property.

15 9. Quality and Does I – X had a duty mandated by NRS 107.080 to provide the notice of
16 default and election to sell (“NOD”) and the notice of sale (“NOS”) to the Estates.

17 10. Quality was notified for the Estates prior to the foreclosure sale that the Estates had not
18 been served with the NOD and NOS, and that Quality had a duty to serve the NOD and NOS on
19 the Estates prior to foreclosing on the Property.

20 11. Quality’s advised Estates it did not have to provide notice to the Estates and the
21 foreclosure sale would proceed as scheduled.

22 12. As a direct and proximate cause of Quality’s violation of NRS 107.080, the Estates have
23 been damaged.
24

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Estates pray for judgment as follows:

27 1. Judgment against Quality Loan Services Corporation and Does I - X;
28

2. An order declaring the foreclosure sale void to restore title in the Property to Estates;
3. Mandatory statutory damages in the amount of \$5000 for each Estate or treble the amount of actual damages, whichever is greater;
4. An injunction enjoining the beneficiary, its agents or successors in interest from executing the power of sale under the deed of trust until it complies with section 2, 3, or 4 of Section 107.080;
5. Reasonable Attorney fees and costs pursuant to statute; and
6. For any other relief the Court deems proper.

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 26th day of October, 2016.

T M PANKOPF PLLC

By:



/S/ TORY M. PANKOPF
TORY M. PANKOPF, ESQ. (SBN 7477)
9460 Double R Blvd., Suite 104
Reno, NV 89521
Attorney for the Estate and Petitioner

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and of record in my office.

Date October 3, 2014
Susan Moriwether, City Clerk and Clerk of the First Judicial District
Court of the State of Nevada, in and for Carson City.

By [Signature] Deputy

Per NRS 239 Sec. 6 the SSN may be redacted, but in no way affects the legality of the document.

469424

ER 0538

1 TORY M. PANKOPF (SBN 7477)
2 **T M PANKOPF, PLLC**
3 9460 Double R Boulevard, Suite 104
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

REC'D & FILED
2016 DEC -2 AM 8:28
SUSAN MERRIWETHER
CLERK
BY 37 10-10-16
DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

10 In the matter of the estate of:

11 THELMA AILENE SARGE,
12
13 Deceased.

LEAD CASE NO: 16 PBT
00107 1B DEPT NO: II

14
15 ESTATE OF THELMA AILENE SARGE and
16 ESTATE OF EDWIN JOHN SARGE,

CASE NO: 16 RP 00009 1B
DEPT NO: I

17 Plaintiffs,

18 v.

19 QUALITY LOAN SERVICE CORPORATION
and DOES I – X, inclusive,

20 Defendant(s).
21

22 **ORDER ON DOE 1 AMENDMENT**

23 The court having considered Plaintiffs' ex parte application for an order amending the
24 FICTITIOUS NAME DOE I as ROSEHILL, LLC, and having found Plaintiffs were ignorant of
25 the true name of defendant ROSEHILL, LLC, when the complaint in the above-named case was
26 filed, and having designated said defendant in the complaint by fictitious name of DOE I and
27 having discovered the true name of the said defendant to be ROSEHILL, LLC, orders the
28

1 complaint amended by inserting such true name in place and stead of such fictitious name
2 wherever it appears in said complaint.

3 The above amendment to the complaint is allowed.

4 **IT IS SO ORDERED**

5
6 Dated: November ____, 2016

7
8 
9 First Judicial District Judge

10
11
12 Respectfully submitted by,

13
14 ***T M PANKOPF PLLC***

15
16 By: /S/ TORY M. PANKOPF
17 TORY M. PANKOPF, ESQ. (SBN 7477)
18 *Attorney for Plaintiffs and Petitioner*
19
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REC'D & FILED

2016 DEC -6 PM 1:43

SUSAN MERRIWETHER
CLERK

BY [Signature] DEPUTY

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

IN THE MATTER OF THE ESTATE OF:

EDWIN JOHN SARGE,

THELMA AILENE SARGE,

Deceased.

Case No.: 16 RP00009 1B
~~16PBT001081B~~

Dept. No: 1

Consolidated with 16PBT001071b and
~~16RP000091B~~
16PBT001081B

ORDER CANCELLING NOTICES RECORDED AGAINST 1636 SONOMA STREET,
CARSON CITY, NEVADA

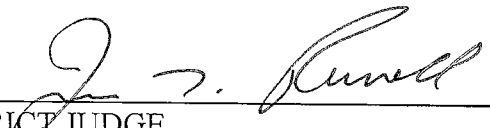
This matter came on regularly before this Court on the 5th day of December, 2016 upon the motion of Rosehill, LLC seeking the cancellation or withdrawal of certain notices of pendency of action that encumber the real property located at 1636 Sonoma Street, Carson City, Nevada pursuant to the provisions of NRS 14.015. The Court, having reviewed the pleadings filed by the parties and having conducted the requested hearing and considered the oral arguments of counsel therein, being fully advised therein, NOW, THEREFORE

IT IS HEREBY ORDERED that the Notice of Pendency of Action recorded on October 31, 2016 as Document Number 469390, Official Records of Carson City County, Nevada, is hereby ordered cancelled pursuant to this order and the provisions of NRS 14.015 (5). This order of cancellation shall have the same effect as an expungement of said recorded notice.

1 IT IS FURTHER ORDERED that the Notice of Pendency of Action recorded on October 31,
2 2016 as Document Number 469423, Official Records of Carson City County, Nevada, is hereby
3 ordered cancelled pursuant to this order and the provisions of NRS 14.015 (5). This order of
4 cancellation shall have the same effect as an expungement of said recorded notice.

5 IT IS FURTHER ORDERED that the document entitled "complaint For Reentry" recorded on
6 October 31, 2016 as Document Number 469424 is hereby expunged and cancelled from the Official
7 Records of Carson City County, Nevada pursuant to this order and the provisions of NRS 14.015 (5).
8 This order of cancellation shall have the same effect as an expungement of said recorded notice.
9

10
11 DATED this 6th day of December, 2016.
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16 _____
17 DISTRICT JUDGE
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William A. Baker, Esq.
9468 Double R. Blvd., Suite A
Reno, NV 89521

Angela Jeffries
Judicial Assistant, Dept. 1

REC'D & FILED

2016 DEC -6 AM 9:03

SUSAN MERRIWETHER
CLERK
BY 
DEPUTY

Case No.: 16 RP 00009 1B

Dept. No.: 1

IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR CARSON CITY

In the Matter of the Estate of:

THELMA AILENE SARGE,

Deceased.

ORDER TO CONSOLIDATE

ESTATE OF THELMA AILENE SARGE and

ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION

and DOES I – X, inclusive,

Defendant(s).

This matter comes before the Court on a Motion to Expunge Notice of Pendency of Action, filed by Rosehill, LLC on November 2, 2016, under Case Number 16 PBT 00108 1B, in the Matter of EDWIN JOHN SARGE.

On October 31, 2016, Petitioner Jill Sarge filed a Petition to Set Aside Estate Without Administration in the Matter of EDWIN JOHN SARGE, case number 16 PBT 00108 1B. Also on October 31, 2016, Petitioner Jill Sarge filed a Petition to Set Aside Estate Without Administration in the Matter of THELMA AILENE SARGE, case number 16 PBT 107 1B.


///

1 In addition, Petitioner Jill Sarge opened a third matter, Estate of Thelma Ailene Sarge and Estate
2 of Edwin John Sarge v. Quality Loan Service Corporation, case number 16 RP 00009, and in that
3 case filed a Complaint for Reentry and a Notice of Pendency of Action on October 31, 2016.

4 This Court has become aware that the petitions concern the same matter regarding the decedents'
5 real property. Therefore, good cause appearing,

6 IT IS HEREBY ORDERED that these three actions be consolidated and all future
7 pleadings and papers shall be filed under the real property case number 16 RP 00009 1B.

8 Dated this 6 day of December, 2016.

9
10 
11 JAMES T. RUSSELL
12 DISTRICT JUDGE
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CERTIFICATE OF MAILING

I hereby certify that on the 12 day of December, 2016, I served a copy of the foregoing Order by placing a copy in the United States Mail, postage prepaid, addressed as follows:

Tory M. Pankopf
9460 Double R Boulevard, Suite 104
Reno, NV 89521

William A. Baker, Esq.
9468 Double R. Blvd., Suite A
Reno, NV 89521

Kristin A. Schuler-Hintz, Esq.
Thomas N. Beckom, Esq.
9510 W. Sahara, Suite 200
Las Vegas, NV 89117

Lindsay Liddell, Esq.
Law Clerk, Dept. 1

Kristin A. Schuler-Hintz, Esq., (NSB# 7171)
Thomas N. Beckom, Esq., (NSB#12554)
McCarthy & Holthus, LLP
9510 W. Sahara, Suite 200
Las Vegas, NV 89117
Phone (702) 685-0329
Fax (866) 339-5691
Attorneys for Defendant *Quality Loan Service Corporation*

REC'D & FILED
2017 MAY 12 PM 3:20
SUSAN HERRIWETHER
C. CRIBBLE
BY _____ DEPUTY

**IN THE FIRST JUDICIAL DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR CARSON CITY**

In the matter of the estate of:

THELMA AILENE SARGE,

Deceased.

ESTATE OF THELMA AILENE SARGE and
ESTATE OF EDWIN JOHN SARGE,

Plaintiffs,

v.

QUALITY LOAN SERVICE CORPORATION
and DOES I- X, inclusive,

Defendants.

Case No. 16RP000091B

Dept.: I

Order Granting Motion to Dismiss

S/S
Received in office by:

MAY 17 2017

McCarthy & Holthus LLP

Defendant Quality Loan Service Corporation's Motion to Dismiss and Defendant Rosehill, LLC's Motion to Dismiss having come on for hearing on the 10th day of March, 2017, in Department 1 of First Judicial District Court in and for Carson City, Defendant, Quality Loan Service Corporation appearing by and through its Counsel Kristin A. Schuler-Hintz, Esq., of McCarthy & Holthus, LLP., Defendant Rosehill, LLC., appearing by and through its counsel William A. Baker, Esq., of Walsh, Baker & Rosevear; and Plaintiffs' the Estates of Thelma and Edwin Sarge, appearing by and through its counsel Tory Pankopf, Esq., of Tory Pankopf, Ltd.

The Court having reviewed the papers and pleadings on file herein, and hearing the arguments of counsel and good cause appearing, finds as follows.

- 1 1. The Court finds that N.R.S. § 107.080(3) requires the Notice of Default and
2 Election to Sell to be recorded in the office of the County Recorder in which the
3 real property is located, and the Notice of Default at issue herein was recorded in
4 the official records of Carson City County..
- 5 2. The Court further finds, N.R.S. § 107.080(3) requires the Notice of Default and
6 Election to Sell be mailed by registered or certified mail, return receipt requested,
7 with postage prepaid to the grantor or, to the person who holds the title of record
8 on the date the notice of default and election to sell is recorded, . . . at their
9 respective addresses, if known, otherwise to the address of the trust property and
10 the Notice of Default and Election to Sell was mailed via registered or certified
11 mail, return receipt requested to the grantors of the deed of trust, to wit, Thelma
12 Ailene Sarge and Edwin John Sarge at the property address.
- 13 3. The Court further finds the Notice of Default and Election to Sell was mailed via
14 registered or certified mail, return receipt requested to the title holders based upon
15 the recorded Deed Upon Death, to wit, Jill Sarge, Jack Sarge, and Sharon Hesla,
16 at the address provided in the Dead Upon Death, and to the address of the real
17 property.
- 18 4. The Court further finds all required statutory notices of the Notice of Default and
19 Election to Sell were provided in accordance with NRS 107.080 et. seq.
- 20 5. The court further finds, NRS 107.080(4) requires that notice of any pending
21 foreclosure sale be given by providing the notice to each trustor, any other person
22 entitled to notice pursuant to this section, by personal service or by mailing the
23 notice by registered or certified mail to the last known address of the trustor and
24 any other person entitled to such notice pursuant to this section and the notice of
25 the pending foreclosure sale was mailed by registered or certified notice to the
26 grantors of the deed of trust, to wit, Thelma Ailene Sarge and Edwin John Sarge
27 at the property address which was their last known address.

28 ///

- 1 6. The Court further finds notice of the pending foreclosure sale was mailed by
2 registered or certified mail to the titleholders based upon the recorded Deed Upon
3 Death, to wit, Jill Sarge, Jack Sarge, and Sharon Hesla, at the address provided in
4 the Dead Upon Death, and to the address of the real property.
- 5 7. The Court further finds that all parties entitled to notice of the pending foreclosure
6 received notice via mail.
- 7 8. The Court further finds the Notice of Sale was posted pursuant to NRS §
8 107.080(4)(b) for 20 days successively, in a public place in the county where the
9 property is situated;
- 10 9. The Court further finds the Notice of Sale was published three times, once each
11 week for 3 consecutive weeks, in a newspaper of general circulation in the county
12 where the property is situated.
- 13 10. The Court further finds that pursuant to NRS 107.087 the Notice of Default and
14 Election to Sell, Notice of Sale, and Notice to Tenants were timely posted at the
15 subject property and mailed.
- 16 11. The Court further finds that no probate for the estate of either Thelma Airlene
17 Sarge or Edwin John Sarge was filed and no request for foreclosure notices was
18 made by either estate.
- 19 12. The Court further finds that none of the titleholders, based upon the Deed Upon
20 Death recorded a request for notice in the records of the County Recorder in
21 which the property was located.
- 22 13. The Court further finds based on the affidavits filed herein, and the arguments and
23 testimony in open Court that the subject real property was vacant and not
24 occupied by Trustors of the Deed of Trust, or the titleholders of the property
25 based upon the Dead Upon Death.
- 26 14. The Court further finds that *Rose v. First Fed. Sav. & Loan Ass'n* (1989) 105
27 Nev. 454, is not applicable to the instant action as the decision therein was based
28 on a previous version of NRS 107.080(3) which required that notices be mailed to

1 the grantor or *his successor in interest* and NRS 107.080(3) was amended
2 thereafter and now NRS 107.080(3) specifically provides that notices are to be
3 mailed to the *grantor or, to the person who holds title of record on the date the*
4 *notice of default and election to sell is recorded*, thereby removing any ambiguity
5 as to whom the Trustee is required to give notices to.

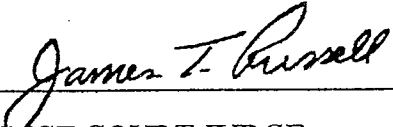
6 Accordingly it is hereby ORDERED, ADJUDGED AND DECREED that pursuant to
7 NRS 107.080(5) the Trustee actually and substantially complied with the provision of NRS
8 107.080 and NRS 170.087.

9 It is further ORDERED, ADJUDGED AND DECREED, that at the foreclosure sale,
10 Rosehill, LLC acquired title to the subject property and the grantor or its successor in interest
11 have no equity or right of redemption.

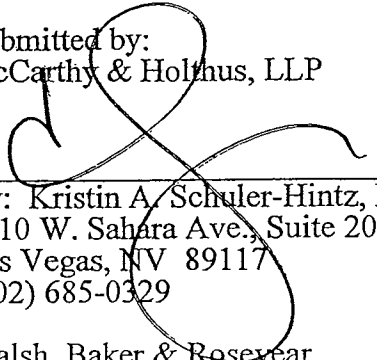
12 It is further ORDERED, ADJUDGED AND DECREED that the Motion to Dismiss
13 filed by Quality Loan Service Corporation is hereby granted in its entirety.

14 It is further ORDERED, ADJUDGED AND DECREED, that the Motion to Dismiss
15 filed by Rosehill, LLC., is hereby granted in its entirety.

16 IT IS SO ORDERED. *Dated: May 12, 2017*

17 
18 _____
19 DISTRICT COURT JUDGE

20 Submitted by:
21 McCarthy & Holthus, LLP

22 
23 By: Kristin A. Schuler-Hintz, Esq.
24 9510 W. Sahara Ave., Suite 200
25 Las Vegas, NV 89117
(702) 685-0329

Walsh, Baker & Rosevear

26 Submitted – no response received
27 By: James Walsh, Esq.
28 9468 Double R Blvd., Suite A
Reno, NV 89521
(775) 853-0883

Approved as to Form by:
Tory Pankopf, Ltd

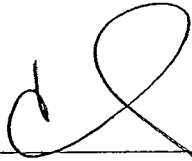
Submitted – no response received
By: Tory Pankopf, Esq.
9450 Double R. Blvd. Suite B
Reno, NV 89521
(775) 384-6956

AFFIRMATION

Pursuant to NRS 239B.030/603A.040

The undersigned does hereby affirm that the attached document entitled Order on Motion to Dismiss

Does NOT contain the personal information of any party

 (Date) 4/24/17

Kristin A. Schuler-Hintz, Esq.

ORIGINAL

REC'D & FILED

2020 MAY -7 PM 12: 19

1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estate and Petitioner

AUSREY NOWLATT
CLERK

BY

DEPUTY

8 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
9 **IN AND FOR THE CARSON CITY**

11 ESTATE OF THELMA AILENE SARGE and
12 ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 v.

15 QUALITY LOAN SERVICE CORPORATION
16 and DOES I – X, inclusive,

17 Defendant(s).

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated With Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

18 And Consolidated Cases.
19

20 **ORDER**

21 The court having considered Jill Sarge's motion for an order to intervene in this
22 complaint and having found Sarge has an interest in the subject property, her interest could be
23 impaired if not allowed to intervene, her interest cannot be adequately protected by the Estates,
24 and her motion is timely, based thereon the motion is granted.

25 ///

26 ///

27 - 1 -
28

Law Offices of
Tory M. Pankopf Ltd.
748 S Meadows Parkway
Suite 244
Reno, Nevada 89521
(775) 384-6956

Order on Motion to Intervene

ER 0552

1 Jill Sarge may intervene in the complaint.

2 **IT IS SO ORDERED**

3
4 Dated: May 7th, 2020

5
6 
7 First Judicial District Judge

8
9
10 Respectfully submitted by,

11
12 **TORY M PANKOPF LTD**

13 
14 By: s/ TORY M. PANKOPF
15 TORY M. PANKOPF, ESQ. (SBN 7477)
16 Attorney for Plaintiffs and Petitioner
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1 **McCARTHY & HOLTHUS, LLP**
2 Kristin A. Schuler-Hintz (NSB# 7171)
3 Thomas N. Beckom (NSB# 12554)
4 9510 West Sahara Avenue, Suite 200
5 Las Vegas, NV 89117

Telephone: (702) 685-0329
Facsimile: (866) 339-5691

Attorneys for Defendant *Quality Loan Service Corporation*

REC'D & FILED

2016 NOV 28 PM 1:39

SUSAN MERRIWEATHER
V. ALBERTA
CLERK

BY _____ DEPUTY

6 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
7 **IN AND FOR CARSON CITY**

8 In the matter of the estate of:

9 THELMA AILENE SARGE

10 Deceased

11 ESTATE OF THELMA AIRLENE SARGE
12 and ESTATE OF EDWIN JOHN SARGE,

13 Plaintiffs,

14 QUALITY LOAN SERVICE
15 CORPORATION and DOES I-X inclusive

Case No. 16RP000091B

Dept. No. 1

**DEFENDANT QUALITY LOAN
SERVICE CORPORATION'S MOTION
TO DISMISS THE COMPLAINT AS
WELL AS MOTION TO EXPUNGE LIS
PENDENS**

16 COMES NOW QUALITY LOAN SERVICE CORPORATION (hereinafter "QLS") by
17 and through its attorney of record Thomas N. Beckom, Esq. of the law firm of McCarthy Holthus,
18 and hereby files this Motion to Dismiss.
19

20 **MEMORANDUM OF POINTS AND AUTHORITIES**

21 **I. INTRODUCTION**

22 This Action is wrongful. Quality Loan Service Corporation ("QLS") is not engaged in a game
23 of the title equivalent of "Where's Waldo." The Estate's of the Sarge's have zero interest in this
24 property as the property was transferred via a Deed Upon Death, which does not involve probate.
25 In reality the Executor of the Probate Estate is acting directly contrary to the wishes of the
26 deceased. Even assuming *arguendo* that the Deed Upon Death simply did not exist, QLS served
27
28

every address of record numerous times and the Estate simply did not follow the correct statutory procedures necessary to generate mailed notice to them as a party of record. QLS mailed the notices to address of record and the Estate, to the extent they even had an interest, simply failed to follow the correct procedures to do so. This Complaint is not based in the law or the facts. This Complaint should be dismissed.

II. FACTS

On or about April 26, 2006 Edwin J. Sarge and Thelma A. Sarge, Trustees of the Sarge Trust dated March 28, 1998 executed a Adjustable Rate Home Equity Conversion Deed of Trust (hereinafter "Reverse Mortgage") on Real Property commonly known as 1636 Sonoma Street, Carson City, NV 89701 ("Subject Property") payable to Seattle Mortgage Company. (Ex. 1). This document listed the Sarge Trust's address as 1636 Sonoma Street, Caron City, NV 89701. *Id.* The Reverse Mortgage was subsequently assigned to Bank of America N.A. on August 8, 2007. (Ex. 2). On May 8, 2008; the Sarge Trust executed a grant deed conveying their interest back to Edwin J and Thelma A. Sarge individually and again listed the Sarge's address as 1636 Sonoma St. Carson City, NV and also indicated that a copy of the document was to be mailed to the CARE Law Program PO Box 628 Carson City, NV 89702 ("Care Law Address"). (Ex. 3). On this same day, Mr. and Mrs. Sarge executed a Deed Upon Death pursuant to NRS Chapter 111 and listed Jill A .Sarge, Jack C. Sarge, and Sharon R. Hesla as beneficiary upon their Death. (Ex. 4).

On March 13, 2012; Bank of America was again substituted as the beneficiary under the Deed of Trust. (Ex. 5). Thereafter, Bank of America N.A. substituted in Champion Mortgage Company as the beneficiary under the Deed of Trust. (Ex.6). On August 18, 2015; Nationstar Mortgage dba Champion Mortgage substituted in Quality Loan Service Corporation ("QLS") as Trustee under the Deed of Trust. (Ex. 7). Pursuant to their duties as a Neutral Foreclosure Trust, QLS filed a

1 Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust.
2 (Ex. 8). The Notice of Default was sent to the Subject Property no less than 23 times. (Ex. 9)
3 The Notice of Default was sent to the Care Law Address 5 times. *Id.* A Certificate from the
4 foreclosure mediation program was filed in the property records on December 3, 2015 stating that
5 the property was not subject to the Foreclosure Mediation Program. (Ex. 10). On August 29,
6 2016; a Notice of Trustee's Sale was filed in the property records stating that a foreclosure sale
7 would take place on October 6, 2016. (Ex. 11). This Notice of Foreclosure sale was sent to the
8 Subject Property 11 times and was sent to the CARE Law Address 5 times. (Ex. 12). A Copy of
9 the Notice of Sale was placed on the property. (Ex. 13). A Copy of the Notice of Sale was posted
10 at the Carson City Court House. (Ex. 14). From there, the Subject Property sold on October 13,
11 2016 to Rosehill, LLC, whose deed was recorded on November 2, 2016. (Ex. 15). Inexplicably,
12 only after the sale was completed did are further contact information get filed against the
13 property, specifically a Notice of Pendency of Action by Mr. Pankopf¹. (Ex. 16). Inexplicably,
14 the entire complaint has also been filed in the property records. (Ex 17). Of note, both the Lis
15 Pendens as well as the Complaint are verified not by the executor of the estate, but by some real
16 estate broker.
17
18

19 No other addresses were ever delineated in the property records. No other contact information
20 was provided to any entity *at all* that anyone had an interest in the asset over and above the entity
21 listed on the Deed Upon Death. The Estate of Mr. and Mrs. Sarge now brings an action for
22 statutory damages for a property it does not even own by operation of Nevada based on a
23 foreclosure which was properly conducted. As outlined below, QLS was only under a duty to
24 mail the Notice of Default to parties "of record." NRS §107.080(3). The same is true for a
25 Notice of Sale. NRS 107.090 . At no point did anyone file a Request for Notice pursuant to NRS
26

27
28 ¹ It is worth noted Exhibit 16 is attested to by a Real Estate Agent, and not anyone from the Estate.

§107.090. Foreclosure noticing is not a game of “Where’s Waldo” and all parties to this transaction had a affirmative duty to assure their interest was filed in the property records, adequately use letters testamentary to assure the mail was properly forwarded, or independently file a request for notice. As this was not done, this Complaint should be dismissed.

III. LAW AND ARGUMENT

A. LEGAL STANDARD FOR A MOTION TO DISMISS

Nev. R. Civ Pro 12(b)(5) provides that if a Defendant feels that a complaint fails to state a claim on which relief can be granted, then this defense may be brought by way of motion prior to the answer being filed. Thereafter, the Court should analyze the complaint to determine if all of the allegations and inferences where true, would the complaint state a claim for which relief could be granted. *Buzz Stew, LLC v. City of N. Las Vegas* 124 Nev. 224 (2008). A complaint shall be dismissed when it appears beyond a doubt that the plaintiff can prove no set of fact which if true would entitle the plaintiff to relief. *Stubbs v. Strickland* 297 P.3d 326 (Nev. 2013).

In certain motions, such as this one, when matters are presented outside of the pleadings then the motion can be treated as one for Summary Judgment under Nev. R. Civ. Pro 12. Nev. R. Civ Pro 56 provides that a party may move for Summary Judgment based on the evidence on file in the record. Summary Judgment is only appropriate when the moving party is entitled to judgment as a matter of law and no genuine issue remains for trial. *Shepard v. Harrison* 100 Nev. 178 (1984). In Nevada when a party brings a motion for Summary Judgment then said party must bear the initial burden of production to show the absence of a genuine issue of material fact. *Cuzze v. Univ. & Cmty Collegee Sys.*, 123 Nev. 598 (2007). In contrast, once the movant has satisfied their burden of production, then it is incumbent on the non-moving party to assume the burden of production to show the existence of a genuine issue of material fact. *Id*

1 As outlined below, The Estate simply cannot prove any set of facts under this fact pattern
2 which will provide them for relief.

3 **B. THE ESTATE IS NOT THE REAL PARTY IN INTEREST AND THEREFORE**
4 **THIS COMPLAINT SHOULD BE DISMISSED**

5 The Sarge's in reality used a non-probate mechanism to avoid specifically what the
6 Plaintiff Estates is attempting achieve here: sending this asset through the probate process. In
7 2008 Mr. and Mrs. Sarge executed a "Deed Upon Death" for the Subject Property which
8 automatically conveyed this asset to Jill Sarge, Jack Sarge, and Sharon Hesla. The Estate is
9 simply not the real party in interest in this matter.

10 Nev. R. Civ. Pro 17 states that "every action shall be prosecuted in the name of the real
11 party in interest." The purpose of this rule is to enable the defendant to avail himself of evidence
12 and defenses that the defendant has against the real party in interest and to assure him finality of
13 judgment, and that he will be protected against another suit brought by the real party in interest on
14 the same matter. *Painer v. Anderson* 96 Nev. 941 (1980). To maintain the suit of another is
15 completely unlawful in Nevada unless the person maintain the suit has some interest in the subject
16 of the suit. *Lum v. Stinnett* 87 Nev. 402 (1971). Parties lack standing to bring an action regarding
17 real property that they do not own. *Hall v. Sun City Summerlin Cmty. Ass'n* 2012 Nev. Unpub
18 1418 (2012)

19 The Estate of the Sarge's has no interest in this property.

20
21 The Sarge's executed a Deed Upon Death. Pursuant to NRS §111.671 "The owner of an
22 interest in property may create a deed which conveys his or her interest in property to a
23 beneficiary or multiple beneficiaries and which becomes effective upon the death of the owner. "
24 NRS §111.655 *et seq* is Nevada's adoption of a uniform act entitled The Real Property Transfer
25 on Death Act which is a uniform act adopted by the Uniform Law Commission. In interpreting
26 uniform acts the Nevada Supreme Court has stated that "an official comment written by the
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1 drafters of a statute and available to a legislature before the statute is enacted has considerable
2 weight as an aid to statutory construction.” *SFR Invs. Pool 1, LLC v. U.S. Bank N.A.* 334 P.3d
3 408 (Nev. 2014). In Summarizing the Uniform Real Property Transfer on Death Act (hereinafter
4 “URPTODA”) the Uniform Law Commission has expressly stated that “URPTODA enables an
5 owner to pass real property to a beneficiary at the owner’s death simply, directly, and **without**
6 **probate** by executing and recording a TOD deed. Just as importantly, URPTODA permits the
7 owner to retain all ownership rights in the property while living, including the right to sell the
8 property, revoke the deed, or name a different beneficiary².” Expressly a Deed Upon Death “is
9 not subject to the statute of wills and passes title directly to the named beneficiary without
10 probate.” *Id.*

11
12 This is considered a Non-probate asset. “Non-probate assets are interest in property that
13 pass outside of the decedent’s probate estate to a designated beneficiary upon the decedent’s
14 death.” *In re Estate of Myers* 825 N.W.2d 1 (Iw 2012). Generally because they pass pursuant to a
15 contingent contract, Non-probate assets do not become part of a probate estate. *Karsenty v.*
16 *Schoukroun*, 406 Md. 469, 959 A.2d 1147, 1158 (Md. 2008) (holding that a TOD account was not
17 part of the decedent's testate estate because the decedent's interest in the property did not survive
18 his death, which is when the TOD account "transferred to [the beneficiary] . . . 'by reason of the
19 contract' between him and [the administrator of the account]"); Restatement (Third) of Property:
20 Wills and Other Donative Transfers § 1.1 cmt. b, illus. 12, at 10 (1999) ("Because [the grantor's]
21 ownership interest in the account and in the securities expired on her death, no part of the balance
22 in the account at her death or of the securities is included in [the grantor's] probate estate."); *see*
23 *also* Iowa Code § 633D.11(1) (2009) ("A transfer on death resulting from a registration in
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27 ² Available at <http://uniformlaws.org/ActSummary.aspx?title=Real Property Transfer on Death Act> (Last Visited
28 November 16, 2016)

beneficiary form shall be effective by reason of the contract regarding the registration between the owner and the registering entity under the provisions of this chapter, and is not testamentary.")

Nevada defines "Nonprobate transfer" as

"[The] transfer of any property or interest in property from a decedent to one or more other persons by operation of law or by contract that is effective upon the death of the decedent and includes, without limitation:

(a) A transfer by right of survivorship, including a transfer pursuant to subsection 1 of NRS 115.060;

(b) A transfer by deed upon death pursuant to NRS 111.655 to 111.699, inclusive; and

(c) A security registered as transferable on the death of a person.

2. The term does not include:

(a) Property that is subject to administration in probate of the estate of the decedent;

(b) Property that is set aside, without administration, pursuant to NRS 146.070; and

(c) Property transferred pursuant to an affidavit as authorized by NRS 146.080.

NRS §11.721 *also* NRS §132.237(Emphasis Added)

The Subject Property in this instance is even properly in the probate estate. The Estate has no interest in this property. The Probate Estate is not the real party in interest. Any argument to the contrary would expressly contradict the wishes of the Sarge's through there meticulously executed Deed Upon Death. Moreover, it is simply improper not to have *all* of the contingent beneficiaries to this action join. This action cannot be maintained on that basis.

C. ASSUMING ARGUENDO THE ESTATE HAS AN INTEREST, THE NOTICING WAS PROPER

Finally, the status of Nevada law in regards to foreclosure is that the parties have an affirmative duty to place their contact information into the Carson City Recorder's records so they get notice. The Estate, a party with no standing, has sued QLS under NRS §107.080(8) for failure to comply with NRS §107.080 Section 2, 3, and 4 and/ or the noticing provisions of Nevada's non-judicial foreclosure law. This claim fails because the Estate did nothing to notify anyone of where they wanted to receive notice in a manner that was legally required. A simple recording

1 with the Clark County Recorder would have remedied this problem. They recorded nothing and
2 this Complaint fails.

3 QLS is only required by statute to send out foreclosure notices to individuals “of record” and/
4 or people whom request notice at a different address. QLS’s duties do not include channeling the
5 Real Property equivalent of Sherlock Holmes to deduce the locations and identities of parties
6 when they are not readily apparent from a review of the property records. If the Estate wished to
7 have notice, to the extent they were even entitled to notice, they would have been required to file
8 a “Request for Notice” under Nevada law. They did not.

9
10 The Notice of Default is required by operation of NRS §107.080(3) to be “mailed by
11 registered or certified mail, return receipt requested and with postage prepaid to the grantor or to
12 the person who holds the *title of record* on the date the notice of default and election to sell is
13 record.”(Emphasis Added.) It worth noting that a Trustee is not under a duty to conduct some
14 expansive search to determine the current address of the deed holder and is only required to
15 simply send the notice. *Turner v. Dewco Servs.* 87 Nev. 14 (1971) In fact, it is age old law in this
16 jurisdiction that any interest in the property must be recorded in order to entitle an individual to
17 notice under the Nevada non-judicial foreclosure statute. *Title Ins. Co v. Chicago Title Ins. Co* 97
18 Nev. 523 (1981)(Taking into account the policy considerations involved, we are of the view that
19 when a contract for the sale of real property is **duly recorded**, the vendee under such a contract is
20 entitled to notice pursuant to NRS 107.080(3). “Actual notice is not necessary as long as the
21 statutory requirements are met. *Hankins v. Administrator of Veterans Affairs* 92 Nev. 578
22 (1976). In fact, substantial compliance is all that is required under this statutory scheme. *Thomas*
23 *v. Fannie Mae* 408 Fed.Appx. 122 (9th Cir. 2011)” Nevada law requires only that a trustee send
24 [foreclosure] notices by certified mail, not that a trustee personally serve a plaintiff or that a
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1 plaintiff receives actual notice. *Riehm v. Countrywide Home Loan Inc* 2012 U.S. Dist. LEXIS
2 121114 (D.Nev 2012)

3 In New Jersey, foreclosure sales continue to be proper, even if there is an unrecorded
4 interest, of whom the party is actually aware, whom was not noticed. *PNC Bank v. Axelsson* 373
5 N.J. Super 186 (2004). In Texas, it is actually codified by statute that “a conveyance of an
6 interest in real property...is void as to a subsequent purchaser if the interest was not recorded at
7 the time of the subsequent purchase. *Realty Portfolio v. Hamilton* 125 F.3d 292 (5th Cir. 1997).
8

9 Finally all parties to the Deed Upon Death were required by statute to insert a current
10 mailing address specifically for this purpose. NRS §111.312.

11 NRS 107.090(3) only requires that QLS sends the Notices to (1) Each Person who has
12 *recorded* a request for a copy of the notice; and (2) Each other person with an interest whose
13 interest is subordinate to the deed of trust. QLS mailed everyone multiple times. (Ex. 9& 12). In
14 fact it would be no great shock that if someone had checked the mail box at the Subject Property
15 if would have most likely exploded with foreclosure notices. This entire complaint is simply in
16 bad faith. QLS sent the statutory notices an excess number of times to everyone whom had
17 actually taken the affirmative step of letting them know. Finally it is worth noting that there is a
18 presumption under Nevada law “that a letter duly directed and mailed was received in the regular
19 course of the mail” of which the Estate, again whom has no interest, will simply be unable to
20 rebut. NRS §47.250(13). Also the notices were placed on the property. Finally even if the notices
21 are returned as unclaimed, again QLS is under no duty to search for the appropriate parties.
22 *Madrid v. Del Mar commerce co.* 10 B.R. 795 (D.Nev. 1981). In addition, a Copy of the Notice
23 was posted on the property for all to see.
24
25

26 /.../.../

C. THE LIS PENDENS SHOULD BE EXPUNGED

NRS §14.015 states in pertinent part that:

After a notice of pendency of an action has been recorded with the recorder of the county, the defendant or, if affirmative relief is claimed in the answer, the plaintiff, may request that the court hold a hearing on the notice, and such a hearing must be set as soon as is practicable, taking precedence over all other civil matters except a motion for a preliminary injunction.

Thereafter on 15 days notice, the Estate must appear before this Court and demonstrate through affidavits and other evidence that *inter alia* that the action was not brought in bad faith or for an improper motive. NRS §14.015(2) In addition, the Estate must demonstrate they are likely to prevail. NRS §14.015(3). When a party fails to establish they are likely to prevail in their action and fails to provide evidence of the validity of their claims, the Lis Pendens must be expunged. *Barnett-Moore v. Fed. Loan Mortg. Corp* 2013 U.S. Dist. LEXIS 10217 (D.Nev. 2013).

Mr. Pankopf and some unidentified real estate broker, Mr. Hartman, have filed both a unnecessary lis pendens as well as an unnecessary complaint, all in the property records of Carson City. (Ex. 16 & 17). These need to be expunged.

/.../...

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1
2 **IV. CONCLUSION**

3 This Complaint fails to state a claim upon which relief can be granted both in law and in fact.
4 This Court should dismiss the Complaint and enter judgment in favor of QLS. As always this
5 writer thanks the Court for their time and consideration of these matters regardless of outcome.

6 DATED: November 23, 2016.

7
8 McCarthy & Holthus, LLP

9 By: 

10 Thomas N. Beckom, Esq

11
12 **AFFIRMATION**

13 The undersigned affirms that this document does not contain the social security number of
14 any person.

15 Dated: November 23, 2016

16 Respectfully submitted,
17 **McCARTHY & HOLTHUS, LLP**

18 By: 

19 Thomas N. Beckom, Esq. (NSB# 12554)
20 9510 West Sahara Avenue, Suite 200
21 Las Vegas, NV 89117
22
23
24
25
26
27
28

1 TORY M. PANKOPF (SBN 7477)
2 **TORY M PANKOPF, LTD**
3 748 S Meadows Parkway, Suite 244
4 Reno, Nevada 89521
5 Telephone: (775) 384-6956
6 Facsimile: (775) 384-6958
7 Attorney for the Estates and Jill Sarge

REC'D & FILED
2021 MAR 11 PM 12:02
AUBREY ROWLATT
CLERK
BY **S. BARAJAS**
DEPUTY

8
9
10 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
11 **IN AND FOR THE CARSON CITY**

12 ESTATE OF THELMA AILENE SARGE,
13 ESTATE OF EDWIN JOHN SARGE, and JILL
14 SARGE

15 Plaintiffs,

16 v.

17 QUALITY LOAN SERVICE CORPORATION,
18 ROSEHILL, LLC, NATIONSTAR
19 MORTGAGE, dba CHAMPION MORTGAGE,
20 ZACHARY PEDERSON and MICHELLE
21 PEDERSON,

22 Defendant(s).

23 ZACHARY PEDERSON and MICHELLE
24 PEDERSON,

25 Plaintiff Intervenors/Defendants.

26 And Related Consolidated Cases.

CASE NO: 16 RP 00009 1B
DEPT NO: I

Consolidated with Case Nos.:

16 PBT 00107 1B and
16 PBT 00108 1B

27 **NOTICE OF APPEAL**

28 Plaintiffs, ESTATE OF THELMA AILENE SARGE, ESTATE OF EDWIN JOHN
SARGE (collectively, "Estates"), and JILL SARGE ("Sarge") (collectively "Plaintiffs") by and
through their attorney of record, Tory M. Pankopf, of the Law Offices of Tory M. Pankopf, Ltd.,
appeal the order entered in the above entitled case and certified as a final judgment granting

1 defendants', ZACHARY and MICHELLE PEDERSON, motion for summary judgment, denying
2 Plaintiffs' motion for summary judgment, and denying defendant's, Rosehill LLC, motion to
3 dismiss complaint.

4 Dated: March 11, 2021

5
6 **TORY M. PANKOPF LTD**

7 By: s/ TORY M. PANKOPF
8 TORY M. PANKOPF, ESQ.
9 *Attorney for Plaintiffs*

10 **CERTIFICATE OF SERVICE**

11 Pursuant to NRCP 5, I hereby certify that on the 11th day of March 2021, I mailed a true
12 and correct copy of the following document(s):

13 **NOTICE OF APPEAL**

14 By email and depositing in the U.S. Mail, first class postage prepaid thereon, addressed to the
15 following:

16 Quality Loan Services Corporation
17 c/o Matthew D. Dayton, Esq.
18 MCCARTHY HOLTHUS LLP
19 9510 W Sahara Ave, Suite 200
20 Las Vegas, NV 89117
21 Fax (866) 339-5691
22 khintz@McCarthyHolthus.com

Zachary and Michelle Pederson
Rosehill LLC
c/o James M. Walsh, Esq.
WASLSH & ROSEVEAR
9468 Double R Bl, Ste A
Reno, NV 89521
Fax (775) 853-0860
jmwalth@wbri.net

23 NATIONSTAR MORTGAGE LLC
24 fbn Champion Mortgage Company
25 c/o Melanie D. Morgan, Esq.
26 AKERMAN LLP
27 1635 Village Center Cir, Suite 200
28 Las Vegas, NV 89134
melanie.morgan.akerman.com

DATED on this 11th day of March 2021.

s/Tory M. Pankopf
Tory M. Pankopf

Judge: RUSSELL, JUDGE JAMES
TODD

Case No. 16 RP 00009 1B

Ticket No.
CTN:

SARGE, THELMA AILENE

By:

-vs-

NATIONSTAR MORTGAGE LLC DRSPND

By: MORGAN, MELANIE D
1653 VILLAGE CENTER
CIRCLE, SUITE 200
LAS VEGAS, NV 89134Dob: Sex:
Lic: Sid:
QUALITY LOAN SERVICE DRSPND
CORPORATION

By: SCHULER-HINTZ, KRISTIN

9510 W. SAHARA, SUITE 110
LAS VEGAS, NV 89117Dob: Sex:
Lic: Sid:Plate#:
Make:
Year: Accident:
Type:
Venue:
Location:SARGE, THELMA AILENE PLNTPET
PEDERSEN, MICHELLE IVNR
PEDERSEN, ZACHARY IVNRBond: Set:
Type: Posted:

Charges:

Ct. Offense Dt: Cvr:
Arrest Dt:
Comments:Ct. Offense Dt: Cvr:
Arrest Dt:
Comments:

Sentencing:

No.	Filed	Action	Operator	Fine/Cost	Due
1	04/13/21	PLAINTIFFS' CASE CONFERENCE REPORT	1BSBARAJAS	0.00	0.00
2	04/13/21	NATIONSTAR MORTGAGE LLC DBA CHAMPION MORTGAGE COMPANY AND QUALITY LOAN SERVICES CORPORATION'S INDIVIDUAL CASE CONFERENCE REPORT	1BSBARAJAS	0.00	0.00
3	03/11/21	APPEAL BOND DEPOSIT Receipt: 68949 Date: 03/11/2021	1BSBARAJAS	500.00	0.00
4	03/11/21	CASE APPEAL STATEMENT	1BSBARAJAS	0.00	0.00
5	03/11/21	NOTICE OF APPEAL Receipt: 68949 Date: 03/11/2021	1BSBARAJAS	24.00	0.00
6	03/11/21	NOTICE OF ENTRY OF ORDER CERTIFYING FINAL JUDGMENT	1BSBARAJAS	0.00	0.00
7	02/10/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BSBARAJAS	0.00	0.00
8	02/10/21	ORDER RE FINAL JUDGMENT	1BSBARAJAS	0.00	0.00
9	02/10/21	ORDER DENYING STAY INTRODUCTION	1BSBARAJAS	0.00	0.00
10	02/09/21	NOTICE OF APPEARANCE	1BCCOOPER	0.00	0.00
11	02/04/21	REQUEST FOR SUBMISSION	1BPETERSON	0.00	0.00
12	02/04/21	REPLY TO OPPOSITION TO MOTION TO STAY ORDER PENDING APPEAL	1BPETERSON	0.00	0.00
13	02/04/21	IN SUPPORT OF REPLY TO OPPOSITION DECLARATION OF TORY M. PANKOPE	1BPETERSON	0.00	0.00

Electronically Filed
Apr 14 2021 11:26 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

No.	Filed	Action	Operator	Fine/Cost	Due
14	02/01/21	NOTICE OF ENTRY OF FINDINGS OF FACT CONCLUSIONS OF LAW AND SUMMARY JUDGMENT	1BCFRANZ	0.00	0.00
15	01/27/21	OPPOSITION TO MOTION FOR STAY PENDING APPEAL	1BSBARAJAS	0.00	0.00
16	01/21/21	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BPETERSON	0.00	0.00
17	01/21/21	ORDER DENYING REQUEST FOR SUBMISION	1BPETERSON	0.00	0.00
18	01/19/21	REQUEST FOR SUBMISSION	1BPETERSON	0.00	0.00
19	01/19/21	MOTION FOR ORDER SHORTENING TIME	1BPETERSON	0.00	0.00
20	01/19/21	MOTION FOR ORDER CERTIFYING AND DIRECTING ENTRY OF FINAL JUDGMENT	1BPETERSON	0.00	0.00
21	01/19/21	MOTION TO STAY ORDER PENDING APPEAL	1BPETERSON	0.00	0.00
22	01/13/21	CERTIFICATE OF MAILING	1BCCOOPER	0.00	0.00
23	01/13/21	DEFENDANT QUALITY LOAN SERVICE CORPORATIONS ANSWR TO AMENDED COMPLAINT	1BCCOOPER	0.00	0.00
24	12/24/20	SUMMARY JUDGMENT	1BJHIGGINS	0.00	0.00
25	12/24/20	FINDINGS OF FACT CONCLUSION OF LAW AND SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
26	12/22/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BPETERSON	0.00	0.00
27	12/22/20	ORDER STRIKING NOTICES OF RULING RE: MOTIONS	1BPETERSON	0.00	0.00
28	12/21/20	NOTICE OF RULING RE MOTION TO DISMISS COMPLAINT *STRICKEN PER ORDER STRIKING NOTICES OF RULING RE: MOTIONS BY JUDGE RUSSELL FILED DECEMBER 22, 2020*	1BPETERSON	0.00	0.00
29	12/21/20	NOTICE OF RULING RE AMENDED MOTION FOR SUMMARY JUDGMENT *STRICKEN PER ORDER STRIKING NOTICES OF RULING RE: MOTIONS BY JUDGE RUSSELL FILED DECEMBER 22, 2020*	1BPETERSON	0.00	0.00
30	12/21/20	NOTICE OF RULING RE MOTION FOR SUMMARY JUDGMENT *STRICKEN PER ORDER STRIKING NOTICES OF RULING RE: MOTIONS BY JUDGE RUSSELL FILED DECEMBER 22, 2020*	1BCCOOPER	0.00	0.00
31	12/18/20	ANSWER TO AMENDED COMPLAINT	1BCCOOPER	0.00	0.00
32	12/08/20	REQUEST FOR SUBMISSION OF MOTION TO DISMISS	1BSBARAJAS	0.00	0.00
33	12/08/20	REPLY IN SUPPORT OF MOTION TO DISMISS	1BSBARAJAS	0.00	0.00
34	12/08/20	REQUEST FOR SUBMISSION OF MOTION FOR SUMMAY JUDGMENT	1BSBARAJAS	0.00	0.00
35	12/08/20	REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
36	12/08/20	OPPOSITION TO MOTION FOR SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
37	12/03/20	NOTICE RE OPPOSITION TO AMENDED MOTION FOR SUMMARY JUDGMENT	1BCCOOPER	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
38	12/03/20	AMENDED COMPLAINT	1BCCOOPER	0.00	0.00
39	12/02/20	MOTION FOR SUMMARY JUDGEMENT	1BPETERSON	0.00	0.00
40	11/30/20	EXHIBITS 1-10 IN SUPPORT OF MOTION FOR SUMMARY JUDGEMENT	1BPETERSON	0.00	0.00
41	11/30/20	MOTION FOR SUMMARY JUDGMENT	1BPETERSON	0.00	0.00
42	11/30/20	DECLARATION OF JILL SARGE IN SUPPORT OF MSJ RE COMPLAINT IN INTERVENTION	1BPETERSON	0.00	0.00
43	11/30/20	DECLARATION OF TORY M. PANKOPE IN SUPPORT OF MSJ RE COMPLAINT IN INTERVENTION	1BPETERSON	0.00	0.00
44	11/30/20	DECLARATION OF JILL SARGE	1BPETERSON	0.00	0.00
45	11/30/20	DECLARATION OF TORY M. PANKOPE	1BPETERSON	0.00	0.00
46	11/30/20	EXHIBITS 1-10 IN SUPPORT OF OPPOSITION TO MOTION FOR SUMMARY JUDGMENT	1BPETERSON	0.00	0.00
47	11/30/20	OPPOSITION TO MOTION FOR SUMMARY JUDGMENT	1BPETERSON	0.00	0.00
48	11/24/20	MOTION TO DISMISS	1BSBARAJAS	0.00	0.00
49	11/24/20	AMENDED MOTION FOR SUMMARY JUDGMENT	1BSBARAJAS	0.00	0.00
50	11/24/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
51	11/24/20	STIPULATION AND ORDER TO SET ASIDE DEFAULT	1BCCOOPER	0.00	0.00
52	11/23/20	DEMAND FOR JURY TRIAL	1BCCOOPER	0.00	0.00
53	11/23/20	THREE DAY NOTICE OF INTENT TO TAKE DEFAULT	1BCCOOPER	0.00	0.00
54	11/20/20	DEMAND FOR JURY BY TRIAL	1BSBARAJAS	0.00	0.00
55	11/20/20	THREE DAY NOTICE OF INTENT TO TAKE DEFAULTS	1BSBARAJAS	0.00	0.00
56	11/12/20	NOTICE OF SUBSTITUTION OF COUNSEL	1BSBARAJAS	0.00	0.00
57	10/26/20	ANSWER TO COMPLAINT	1BCCOOPER	0.00	0.00
58	10/07/20	CERTIFICATE OF SERVICE ON MOTION TO SET ASIDE DEFAULT	1BCCOOPER	0.00	0.00
59	10/07/20	HEARING DATE MEMO	1BSBARAJAS	0.00	0.00
60	09/29/20	HEARING HELD: The following event: CASE MANAGEMENT CONFERENCE scheduled for 09/29/2020 at 9:30 am has been resulted as follows: Result: HEARING HELD Judge: RUSSELL, JUDGE JAMES TODD Location: DEPT I	1BJULIEH	0.00	0.00
61	09/28/20	MOTION TO SET ASIDE DEFAULT Receipt: 66951 Date: 09/29/2020	1BJULIEH	218.00	0.00
62	09/23/20	NOTICE OF APPEARANCE	1BPETERSON	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
63	09/03/20	AFFIDAVIT IN SUPPORT OF DEFAULT JUDGEMENT	1BPETERSON	0.00	0.00
64	09/03/20	APPLICATION FOR ENTRY OF DEFAULT	1BPETERSON	0.00	0.00
65	09/03/20	DEFAULT (3)	1BPETERSON	0.00	0.00
66	08/31/20	THREE DAY NOTICE OF INTENT TO TAKE DEFAULT	1BCCOOPER	0.00	0.00
67	08/28/20	ANSWER TO COMPLAINT IN INTERVENTION	1BCCOOPER	0.00	0.00
68	08/28/20	ACKNOWLEDGMENT OF SERVICE AND SUMMONS ON COMPLAINT	1BCCOOPER	0.00	0.00
69	08/26/20	TRIAL DATE MEMO	1BCCOOPER	0.00	0.00
70	08/21/20	ANSWER TO COMPLAINT FOR REENTRY	1BSBARAJAS	0.00	0.00
71	08/13/20	COMPLAINT IN INTERVENTION	1BCFRANZ	0.00	0.00
72	08/13/20	NOTICE OF ENTRY OF ORDER GRANTING MOTION TO INTERVENE	1BCFRANZ	0.00	0.00
73	08/10/20	SUMMONS (3)	1BCFRANZ	0.00	0.00
74	08/10/20	ORDER TO SET NRCP 16.1 CASE MANAGEMENT CONFERENCE	1BCFRANZ	0.00	0.00
75	08/06/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJULIEH	0.00	0.00
76	08/06/20	ORDER DENYING REQUEST FOR HEARING	1BJULIEH	0.00	0.00
77	08/06/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BJULIEH	0.00	0.00
78	08/06/20	ORDER GRANTING MOTION FOR INTERVENTION	1BJULIEH	0.00	0.00
79	08/06/20	WITHDRAWAL OF REQUEST FOR HEARING ON MOTIONS TO AMEND COMPLAINT	1BJULIEH	0.00	0.00
80	08/06/20	NOTICE OF ENTRY OF ORDER - GRANTING MOTION TO AMEND COMPLAINT RE DOES II, III AND IV	1BJULIEH	0.00	0.00
81	08/06/20	NOTICE OF ENTRY OF ORDER - GRANTING MOTION TO AMEND COMPLAINT RE DOES V AND VI	1BJULIEH	0.00	0.00
82	08/06/20	NOTICE OF ENTRY OF ORDER - GRANTING MOTION TO INTERVENE	1BJULIEH	0.00	0.00
83	08/05/20	REQUEST FOR HEARING ON MOTION TO DISMISS COMPLAINT	1BSBARAJAS	0.00	0.00
84	07/31/20	REQUEST FOR SUBMISSION OF MOTION TO INTERVENE	1BSBARAJAS	0.00	0.00
85	07/13/20	REQUEST FOR SUBMISSION	1BSBARAJAS	0.00	0.00
86	06/01/20	QUALITY LOAN SERVICE CORPORATION'S NOTICE OF DISASSOCIATION OF COUNSEL	1BPOKEEFE	0.00	0.00
87	05/26/20	MOTION FOR ORDER DETERMING 5-YEAR DISMISSAL DATE	1BCCOOPER	0.00	0.00
88	05/21/20	MOTION FOR INTERVENTION	1BPOKEEFE	0.00	0.00
89	05/07/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
90	05/07/20	ORDER	1BCCOOPER	0.00	0.00
91	05/07/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
92	05/07/20	ORDER ON DOE AMENDMENTS (2)	1BCCOOPER	0.00	0.00
93	05/04/20	QUALITY LOAN SERVICE CORPORATIONS ANSWER TO COMPLAINT	1BCCOOPER	0.00	0.00
94	05/01/20	VERIFIED MEMORANDUM OF APPELLATE COSTS	1BSBARAJAS	0.00	0.00
95	04/30/20	REQUEST FOR SUBMISSION (3)	1BSBARAJAS	0.00	0.00
96	04/30/20	DECLARATION OF TORY M. PANKOPE	1BSBARAJAS	0.00	0.00
97	04/30/20	EX-PARTE APPLICATION FOR DOE V AND VI AMENDMENTS TO COMPLAINT	1BSBARAJAS	0.00	0.00
98	04/28/20	HEARING HELD: The following event: MOTION HEARING - CIVIL scheduled for 04/28/2020 at 2:30 pm has been resulted as follows: Result: HEARING HELD Judge: RUSSELL, JUDGE JAMES TODD Location: DEPT I	1BCFRANZ	0.00	0.00
99	03/25/20	REMITTITUR	1BPOKEEFE	0.00	0.00
100	03/25/20	CLERK'S CERTIFICATE	1BSBARAJAS	0.00	0.00
101	03/25/20	ORDER OF REVERSAL AND REMAND	1BSBARAJAS	0.00	0.00
102	03/24/20	NOTICE OF CHANGE OF ADDRESS (LAW OFFICES OF TORY M. PANKOPF LTD.)	1BCCOOPER	0.00	0.00
103	03/19/20	EVENT RESCHEDULED The following event: MOTION HEARING - CIVIL scheduled for 04/28/2020 at 2:00 pm has been resulted as follows: Result: RESCHEDULED Judge: RUSSELL, JUDGE JAMES TODD Location: DEPT I	1BPOKEEFE	0.00	0.00
104	03/19/20	AMENDED HEARING DATE MEMO	1BPOKEEFE	0.00	0.00
105	03/18/20	HEARING DATE MEMO	1BPOKEEFE	0.00	0.00
106	03/04/20	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
107	03/04/20	ORDER TO SET FOR HEARING	1BCCOOPER	0.00	0.00
108	03/02/20	ORDER OF REVERSAL AND REMAND	1BPOKEEFE	0.00	0.00
109	12/29/17	TRANSCRIPT OF PROCEEDING, HEARING MARCH 10, 2017	1BCTORRES	0.00	0.00
110	10/04/17	NOTICE OF REQUEST FOR CD-ROM CONTAINING AUDIO FILE OF PROCEEDINGS AND NOTICE OF HAVING AUDIO FILE TRANSCRIBED	1BCCOOPER	0.00	0.00
111	08/08/17	DECLARATION OF SERVICE	1BCCOOPER	0.00	0.00
112	06/15/17	RECEIPT	1BCGRIBBLE	0.00	0.00

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No.	Filed	Action	Operator	Fine/Cost	Due
113	06/15/17	APPEAL BOND DEPOSIT Receipt: 50106 Date: 06/15/2017	1BCGRIBBLE	500.00	0.00
114	06/15/17	CASE APPEAL STATEMENT	1BCGRIBBLE	0.00	0.00
115	06/15/17	NOTICE OF APPEAL FILED Receipt: 50106 Date: 06/15/2017	1BCGRIBBLE	24.00	0.00
116	06/12/17	NOTICE OF ENTRY OF ORDER GRANTING MOTION TO DISMISS	1BCGRIBBLE	0.00	0.00
117	05/22/17	NOTICE OF ENTRY OF ORDER GRANTING MOTION TO DISMISS	1BCCOOPER	0.00	0.00
118	05/15/17	MOTION TO DISMISS BY DEFENDANT	1BCCOOPER	0.00	0.00
119	05/12/17	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BCCOOPER	0.00	0.00
120	05/12/17	ORDER GRANTING MOTION TO DISMISS	1BCCOOPER	0.00	0.00
121	04/10/17	NOTICE OF CHANGE OF ADDRESS	1BVANESSA	0.00	0.00
122	04/10/17	CERTIFICATE OF SERVICE	1BVANESSA	0.00	0.00
123	04/10/17	OPPOSITION TO RULE 11 MOTION FOR SANCTIONS	1BVANESSA	0.00	0.00
124	03/28/17	MOTION FOR SANCTIONS	1BCCOOPER	0.00	0.00
125	03/10/17	HEARING HELD: The following event: MOTION HEARING - CIVIL scheduled for 03/10/2017 at 10:00 am has been resulted as follows: Result: HEARING HELD Judge: RUSSELL, JUDGE JAMES TODD Location: DEPT I	1BCFRANZ	0.00	0.00
126	03/02/17	CERTIFICATE OF MAILING	1BCCOOPER	0.00	0.00
127	02/28/17	DEFENDANT QULITY LOAN SERVICE CORPORATIONS OPPOSITION TO JILL ARGES MOTION TO INTERVENE	1BCCOOPER	0.00	0.00
128	02/23/17	OPPOSITION TO EX PARTE APPLICATION TO AMEND	1BVANESSA	0.00	0.00
129	02/23/17	MOTION TO DISMISS	1BVANESSA	0.00	0.00
130	02/23/17	TRIAL DATE MEMO	1BCCOOPER	0.00	0.00
131	02/08/17	FILE RETURNED AFTER SUBMISSION - ORDER ENTERED	1BVANESSA	0.00	0.00
132	02/08/17	ORDER DENYING REQUEST FOR SUBMISSION	1BVANESSA	0.00	0.00
133	02/07/17	NOTICE TO SET	1BCGRIBBLE	0.00	0.00
134	02/07/17	REQUEST FOR SUBMISSION MOTION TO DISMISS COMPLAINT	1BCGRIBBLE	0.00	0.00
135	02/07/17	REQUEST FOR HEARING ON MOTION TO DISMISS COMPLAINT	1BCGRIBBLE	0.00	0.00
136	02/07/17	REQUEST FOR SUBMISSION	1BCGRIBBLE	0.00	0.00
137	02/07/17	DECLARATION OF TORY M PANKOPF	1BCGRIBBLE	0.00	0.00
138	02/07/17	EX PARTE APPLICATION FOR DOE II, III, IV AMENDMENTS TO COMPLAINT	1BCGRIBBLE	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
139	02/07/17	MOTION TO INTERVENE	1BCGRIBBLE	0.00	0.00
140	01/09/17	DEFENDANT QUALITY LOAN SERVICE CORPORATION'S REPLY TO THE OPPOSITION TO THE MOTION TO DISMISS THE COMPLAINT AS WELL AS MOTION TO EXPUNGE LIS PENDENS	1BJULIEH	0.00	0.00
141	01/06/17	CERTIFICATE OF SERVICE	1BJULIEH	0.00	0.00
142	01/06/17	SUPPLEMENT TO DECLARATION OF JILL SARGE	1BJULIEH	0.00	0.00
143	01/06/17	SUPPLEMENT TO OPPOSITION TO MOTION TO DISMISS COMPLAINT	1BJULIEH	0.00	0.00
144	12/30/16	CERTIFICATE OF SERVICE	1BJULIEH	0.00	0.00
145	12/30/16	DECLARATION OF TORY M. PANKOPE	1BJULIEH	0.00	0.00
146	12/30/16	DECLARATION OF JILL A. SARGE	1BJULIEH	0.00	0.00
147	12/30/16	OPPOSITION TO MOTION TO DISMISS COMPLAINT	1BJULIEH	0.00	0.00
148	12/30/16	CORRECTION TO PARAGRAPH VIII OF PETITION TO SET ASIDE ESTATE WITHOUT ADMINISTRATION (2)	1BJULIEH	265.00	0.00
149	12/12/16	CERTIFICATE OF MAILING	1BJULIEH	0.00	0.00
150	12/06/16	ORDER TO CONSOLIDATE	1BJULIEH	0.00	0.00
151	12/06/16	ORDER CANCELLING NOTICES RECORDED AGAINST 1636 SONOMA STREET, CARSON CITY, NEVADA	1BJULIEH	0.00	0.00
152	12/05/16	HEARING HELD: The following event: MOTION HEARING - CIVIL scheduled for 12/05/2016 at 2:30 pm has been resulted as follows: Result: HEARING HELD Judge: RUSSELL, JUDGE JAMES TODD Location: DEPT I	1BCFRANZ	0.00	0.00
153	12/02/16	ORDER ON DOE 1 AMENDMENT	1BVANESSA	0.00	0.00
154	11/28/16	INITIAL APPEARANCE FEE DISCLOSURE	1BVANESSA	0.00	0.00
155	11/28/16	ANSWER - (QUALITY LOAN SERVICE CORPORATION) Receipt: 47182 Date: 11/28/2016	1BVANESSA	218.00	0.00
156	11/21/16	REQUEST FOR SUBMISSION	1BJULIEH	0.00	0.00
157	11/21/16	CERTIFICATE OF SERVICE	1BJULIEH	0.00	0.00
158	11/21/16	EX-PARTE APPLICATION FOR DOE 1 AMENDMENT TO COMPLAINT	1BJULIEH	0.00	0.00
159	11/18/16	TRIAL DATE MEMO	1BJULIEH	0.00	0.00
160	11/10/16	REQUEST FOR PLEADINGS AND NOTICE	1BCCOOPER	0.00	0.00
161	11/10/16	NOTICE TO SET HEARING ON MOTION TO EXPUNGE LIS PENDENS	1BCCOOPER	0.00	0.00

No.	Filed	Action	Operator	Fine/Cost	Due
162	11/01/16	ISSUING SUMMONS	1BVANESSA	0.00	0.00
163	10/31/16	NOTICE OF PENDENCY OF ACTION	1BVANESSA	0.00	0.00
164	10/31/16	COMPLAINT FOR REENTRY	1BCCOOPER	265.00	0.00
			Total:	2,014.00	0.00
Totals By: COST				1,014.00	0.00
HOLDING				1,000.00	0.00
INFORMATION				0.00	0.00
*** End of Report ***					