

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

<p>SATICOY BAY LLC SERIES 2818 CALLE DEL ORO, a Nevada Limited Liability Company,</p> <p align="right">Appellant,</p> <p>vs.</p> <p>WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR CSMC 2017-RPL2 TRUST, a National Association;</p> <p align="right">Respondents.</p>	<p>No.: 84239</p> <p><b>DOCKETING STATEMENT CIVIL APPEALS</b></p>	<p>Electronically Filed Mar 15 2022 12:09 p.m. Elizabeth A. Brown Clerk of Supreme Court</p>
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**GENERAL INFORMATION**

Appellants must complete this docketing statement in compliance with NRAP 14(a). The purpose of the docketing statement is to assist the Supreme Court in screening jurisdiction, identifying issues on appeal, assessing presumptive assignment to the Court of Appeals under NRAP 17, scheduling cases for oral argument and settlement conferences, classifying cases for expedited treatment and assignment to the Court of Appeals, and compiling statistical information.

**WARNING**

This statement must be completed fully, accurately and on time. NRAP 14(c). The Supreme Court may impose sanctions on counsel or appellant if it appears that the information provided is incomplete or inaccurate. *Id.* Failure to fill out the statement completely or to file it in a timely manner constitutes grounds for the imposition of sanctions, including a fine and/or dismissal of the appeal.

A complete list of the documents that must be attached appears as Question 27 on this docketing statement. Failure to attach all required documents will result in the delay of your appeal and may result in the imposition of sanctions.

This court has noted that when attorneys do not take seriously their obligations under NRAP 14 to complete the docketing statement properly and conscientiously, they waste the valuable judicial resources of this court, making the imposition of sanctions appropriate. See KDI Sylvan Pools v Workman, 107 Nev. 340, 344, 810 P.2d 1217, 1220 (1991). Please use tab dividers to separate any attached documents.

1. Judicial District Eighth Department 5

County Clark Judge The Honorable Veronica M. Barisich

District Ct. Case No. . A-21-841665-C

**2. Attorney filing this docketing statement:**

Attorney Christopher L. Benner Telephone (702) 254-7775

Firm Roger P. Croteau & Associates

Address: 2810 W. Charleston Blvd, Suite 75, Las Vegas, Nevada 89102

Client(s) SATICOY BAY LLC SERIES 2818 CALLE DEL ORO

If this is a joint statement by multiple appellants, add the names and addresses of other counsel and the names of their clients on an additional sheet accompanied by a certification that they concur in the filing of this statement.

**3. Attorney(s) representing respondents(s):**

a. Attorney: Kent F. Larsen, Esq & Karl L. Nielson, Esq

Telephone: (702) 252-5002

Firm: Smith, Larsen, & Wixom

Address: 1935 Village Center Circle, Las Vegas, NV 89134

Client(s): Wilmington Savings Fund Society, FSB, Not In Its Individual Capacity but Solely as Owner Trustee for CSMC 2017-RPL2 Trust ("Wilmington")

**4. Nature of disposition below (check all that apply):**

- ☐ Judgment after bench trial
- ☐ Judgment after jury verdict
- ☐ Summary judgment
- ☐ Default judgment
- ☐ Grant/Denial of NRCP 60(b) relief
- ☐ Grant/Denial of injunction
- ☐ Grant/Denial of declaratory relief
- ☐ Review of agency determination

☐ Other disposition (specify): \_\_\_\_\_

☒ Dismissal

☐ Lack of jurisdiction

☒ Failure to state a claim

☐ Failure to prosecute

☐ Other (specify): \_\_\_\_\_

☐ Divorce Decree:

☐ Original      ☐ Modification

**5. Does this appeal rise issues concerning any of the following? No**

☐ Child Custody

☐ Venue

☐ Termination of parental rights

**6. Pending and prior proceedings in this court.** List the case name and docket number of all appeals or original proceedings presently or previously pending before this court which are related to this appeal:

None.

**7. Pending and prior proceedings in other courts.** List the case name, number and court of all pending and prior proceedings in other courts which are related to this appeal (*e.g.* bankruptcy, consolidated or bifurcated proceedings) and their dates of disposition:

None

**8. Nature of the action.** Briefly describe the nature of the action and the result below:

This appeal stems from a prior HOA foreclosure on real property pursuant to NRS Chapter 116. Appellant Saticoy Bay LLC Series 2818 Calle Del Oro ("Saticoy") Complaint is premised upon more than ten years passing from the date of the Wilmington's predecessor-in-interest recordation of a Notice of Default of June 28, 2011 accelerating the debt pursuant to NRS 106.240, and the failure of the Rescission recorded on December 19, 2011, to adequately decelerate the debt to avoid Wilmington's Deed of Trust being extinguished as a matter of law. Appellant's Complaint seeks 1) a request for quiet title / declaratory relief that Wilmington's Deed of Trust was extinguished by operation of law, 2) slander of title, and 3) fraud / misrepresentation. Appellant sought a judicial declaration regarding the extinguished Deed of Trust and unwinding of the foreclosure which occurred based on the Deed of Trust, with damages stemming from same.

**9. Issues on appeal.** State concisely the principal issue(s) in this appeal (attach separate sheets as necessary):

Did the district court err as a matter of law in finding that Wilmington's Deed of Trust was not extinguished based on the passage of ten years, per NRS 106.240, from the date of Wilmington's predecessor-in-interest recorded a Notice of Default on June 28, 2011? Was the notice of Rescission recorded on December 19, 2011, sufficient to decelerate the underlying obligation pursuant to NRS 106.240?

**10. Pending proceedings in this court raising the same or similar issues.** If you are aware of any proceedings presently pending before this court which raises the same or similar issues raised in this appeal, list the case name and docket numbers and identify the same or similar issue raised:

SATICOY BAY LLC SER. 206 VALERIAN VS. U.S. BANK NAT'L ASS'N	CASE 83696
PINE RIVER LANE TR. VS. HSBC BANK USA N.A.	CASE 83703
FLYING FROG AVE. TR. VS. 1900 CAPITAL TR. III	CASE 83849
FERRELL ST. TR. VS. U.S. BANK, N.A.	CASE 83981

**11. Constitutional issues.** If this appeal challenges the constitutionality of a statute, and the state, any state agency, or any officer or employee thereof is not a party to this appeal, have you notified the clerk of this court and the attorney general in accordance with NRAP 44 and NRS 30.130?

- ☒ N/A
- ☐ Yes
- ☐ No

If not, explain:

**12. Other issues.** Does this appeal involve any of the following issues? No

- ☐ Reversal of well-settled Nevada precedent (identify the case(s))
- ☐ An issue arising under the United States and/or Nevada Constitutions
- ☐ A substantial issue of first impression
- ☐ An issue of public policy
- ☐ An issue where en banc consideration is necessary to maintain uniformity of this court's decisions
- ☐ A ballot question

Is so, explain

**13. Assignment to the Court of Appeals or retention in the Supreme Court.** Briefly set forth whether the matter is presumptively retained by the Supreme Court or assigned to the court of

Appeals under NRAP 17, and cite the subparagraph(s) of the Rule under which the matter falls. If appellant believes that the Supreme Court should retain the case despite its presumptive assignment to the court of Appeals, identify the specific issue(s) or circumstances(s) that warrant retaining the case, and include an explanation of their importance or significance:

The matter does not fall into any of the categories in NRCP 17(a) or (b).

**14. Trial.** If this action proceeded to trial, how many days did the trial last? N/A

Was it a bench or jury trial? \_\_\_\_\_

**15. Judicial Disqualification.** Do you intend to file a motion to disqualify or have a justice recuse him/herself from participation in the appeal? If so, which Justice?

No.

### **TIMELINESS OF NOTICE OF APPEAL**

**16. Date of entry of written judgment or order appealed from:** January 14, 2022

If no written judgment or order was filed in the district court, explain the basis for seeking appellate review:

**Date written notice of entry of judgment or order was served:** January 14, 2022

Was service by:

☐ Delivery

☒ Mail/electronic/fax

**18. If the time for filing the notice of appeal was tolled by a post-judgment motion (NRCP 50(b), 52(b), or 59)**

(a) Specify the type of motion, the date and method of service of the motion and the date of filing.

☐ NRCP 50(b)      Date of filing \_\_\_\_\_

☐ NRCP 52(b)      Date of filing \_\_\_\_\_

☐ NRCP 59      Date of filing \_\_\_\_\_

**NOTE: Motions made pursuant to NRCP 60 or motions for rehearing or reconsideration may toll the time for filing a notice of appeal. See AA Primo Builders v Washington, 126 Nev. \_\_\_\_, 245 P.3d 1190 (2010).**

(b) Date of entry of written order resolving tolling motion \_\_\_\_\_

(c) Date written notice of entry of order resolving tolling motion was served \_\_\_\_\_  
Was Service by:

☐ Delivery

☐ Mail/Electronic/Fax

**19. Date notice of appeal filed:** February 10, 2022

If more than one party has appealed from the judgment or order, list the date each notice of appeal was filed and identify by name the party filing the notice of appeal:

**20. Specify statute or rule governing the time limit for filing the notice of appeal, *e.g.*, NRAP 4(a) or other:** NRAP 4(a)(1).

### **SUBSTANTIVE APPEALABILITY**

**21. Specify the statute or other authority granting this court jurisdiction to review the judgment or order appealed from:**

(a)

☒ NRAP 3A(b)(1)

☐ NRS 38.205

☐ NRAP 3A(b)(2)

☐ NRS 233B.150

☐ NRAP 3A(b)(3)

☐ NRS 703.376

☐ Other (specify) \_\_\_\_\_

(b) Explain how each authority provides a basis for appeal from the judgment or order.

Appellant is appealing from the granting of the Respondent's Motion to Dismiss

**22. List all parties involved in the action or consolidated actions in the district court:**

(a) Parties:

Plaintiff/Appellant: SATICOY BAY LLC SERIES 2818 CALLE DEL ORO

Defendant/Respondents: WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR CSMC 2017-RPL2 TRUST

**(b) If all parties in the district court are not parties to this appeal, explain in detail why those parties are not involved in the appeal, *e.g.* formally dismissed, not served, or other:**

N/A

**23. Give a brief description (3 or 5 words) of each party's separate claims, counterclaims, cross-claims, or third-party claims and the date of formal disposition of each claim.**

Appellant's Complaint seeks 1) a request for quiet title / declaratory relief that Wilmington's Deed of Trust was extinguished by operation of law, 2) slander of title, and 3) fraud / misrepresentation. All claims were dismissed by granting of the Motion to Dismiss on January 14, 2022. No other claims by any other party were made.

**24. Did the judgment or order appealed from adjudicate ALL the claims alleged below and the rights and liabilities of ALL the parties to the action or consolidated actions below?**

☒ Yes

☐ No

**25. If you answered "No" to question 24, complete the following:**

(a) Specify the claims remaining pending below:

(b) Specify the parties remaining below:

(c) Did the district court certify the judgment or order appealed from as a final judgment pursuant to NRCP 54(b)?

☐ Yes

☐ No

**26. If you answered "No" to any part of question 25, explain the basis for seeking appellate review (e.g., order is independently appealable under NRAP 3A(b)):**

N/A

**27. Attach file-stamped copies of the following documents:**

- The latest-filed complaint, counterclaims, cross-claims, and third-party claims
- Any tolling motion(s) and order(s) resolving tolling motion(s)
- Orders of NRCP 41(a) dismissals formally resolving each claim, counterclaims, cross-claims and/or third-party claims asserted in the action or consolidated action below, even if not at issue on appeal
- Any other order challenged on appeal
- Notices of entry for each attached order

**VERIFICATION**

**I declare under penalty of perjury that I have read this docketing statement, that the information provided in this docketing statement is true and complete to the best of my**

**knowledge, information and belief, and that I have attached all required documents to this docketing statement.**

SATICOY BAY LLC SERIES

2818 CALLE DEL ORO

Name of appellant

Christopher L. Benner

Name of counsel of record

March 15, 2022

Date

*/s/Christopher L. Benner, Esq*

Signature of counsel of record

Clark County, Nevada

State and county where signed



## CERTIFICATE OF SERVICE

I certify that on March 15, 2022, I served a copy of this completed docketing statement upon all counsel of record:

☐ By personally serving it upon him/her; or

☒ By mailing it by first class mail with sufficient postage prepaid to the following address(es): (NOTE: If all names and addresses cannot fit below, please list names below and attach a separate sheet with the addresses.)

Kent F. Larsen, Esq.  
Nevada Bar No. 3463  
Karl L. Nielson, Esq.  
Nevada Bar No. 5082  
SMITH LARSEN & WIXOM  
Hills Center Business Park  
1935 Village Center Circle  
Las Vegas, Nevada 89134  
*Attorneys for Defendants/Respondents*  
WILMINGTON SAVINGS FUND

Thomas J. Tanksley  
10161 Park Run Drive, Suite 150  
Las Vegas, NV 89145  
*NVSC Settlement Program Judge*

March 15, 2022,

*/s/ Joe Koehle*

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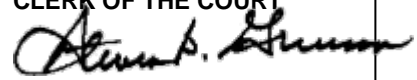
An employee of Roger P. Croteau & Associates

EXHIBIT 1

EXHIBIT 1

ROGER P. CROTEAU & ASSOCIATES, LTD.  
• 2810 West Charleston Blvd, Suite 75 • Las Vegas, Nevada 89102 •  
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Electronically Filed  
9/24/2021 1:45 PM  
Steven D. Grierson  
CLERK OF THE COURT



CASE NO: A-21-841665-C  
Department 5

**COMP**  
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Series 2818 Calle Del Oro

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

\*\*\*\*\*

SATICOY BAY LLC SERIES 2818 CALLE  
DEL ORO, a Nevada Limited Liability  
Company,

Plaintiff,

vs.

WILMINGTON SAVINGS FUND  
SOCIETY, FSB, NOT IN ITS INDIVIDUAL  
CAPACITY BUT SOLELY AS OWNER  
TRUSTEE FOR CSMC 2017-RPL2 TRUST,  
a National Association; DOE individuals I  
through XX; and ROE CORPORATIONS I  
through XX,

Defendants.

Case No.

Dept. No.

**COMPLAINT FOR QUIET TITLE AND  
RELATED RELIEF**

**ARBITRATION EXEMPTION  
CLAIMED: DECLARATORY RELIEF**

COMES NOW, Plaintiff, SATICOY BAY LLC SERIES 2818 CALLE DEL ORO  
("Plaintiff"), by and through its attorneys, ROGER P. CROTEAU & ASSOCIATES, LTD., and  
hereby complains and alleges as follows:

**PARTIES**

1. At all times mentioned herein, Plaintiff, SATICOY BAY LLC SERIES 2818 CALLE DEL ORO, was and is a Nevada Limited Liability Company, licensed to do business and doing business in the County of Clark, State of Nevada.
2. Upon information and belief, at all times relevant to this matter, Defendant, WILMINGTON SAVINGS FUND SOCIETY, FSB, Not it its Individual Capacity, but Solely as Owner Trustee for CSMC 2017-RPL2 TRUST (“*Wilmington*”), was and is a national banking association, authorized to do business and doing business in the County of Clark, State of Nevada.
3. Plaintiff is unaware of the true names and capacities whether individuals, corporations, associates, or otherwise of Defendants DOES I through X and ROE Corporations I through X, inclusive, and therefore sues these Defendants by such fictitious names. Plaintiff is informed and believes and thereupon alleges that the Defendants, and each of them, are in some manner responsible and liable for the acts and damages alleged in this Complaint. Plaintiff will seek leave of this Court to amend this Complaint to allege the true names and capacities of the DOES and ROE CORPORATIONS Defendants when the true names of the DOES and ROE CORPORATIONS Defendants are ascertained.

**GENERAL ALLEGATIONS**

4. Plaintiff repeats and realleges each and every allegation contained in all previous paragraphs hereof, as if set forth fully herein.
5. On or about November 3, 2020, Plaintiff acquired ownership of that real property commonly known as 2818 Calle Del Oro, Las Vegas, Nevada 89120 A.P.N. 162-25-111-002 (“*Property*”) pursuant to a Foreclosure Deed (“*Foreclosure Deed*”) recorded in the

- 1 Official Records of the Clark County Recorder as Instrument No. 20210107-0000561  
2 following a foreclosure under deed of trust recorded in the Official Records of the Clark  
3 County Recorder as Instrument No. 20060921-0004016. See Exhibit 1.  
4  
5 6. The Foreclosure Deed followed the filing of a Notice of Delinquent Assessment Lien  
6 recorded in the Official Records of the Clark County Recorder as Instrument No. 20180621-  
7 0000243, Notice of Default and Election Sell Under Homeowners Association Lien as  
8 recorded in the Official Records of the Clark County Recorder as Instrument No. 20181109-  
9 0001347, and a Notice of Foreclosure Sale recorded in the Official Records of the Clark  
10 County Recorder as Instrument No. 20201014-0001775. See Exhibit 2.  
11  
12 7. On or about July 27, 2005, a deed of trust was recorded against the Property in the Official  
13 Records of the Clark County Recorder as Instrument No. 20050727-0004389 ("*Deed of*  
14 *Trust*"). See Exhibit 3.  
15  
16 8. The Deed of Trust was thereafter assigned to Federal National Mortgage Association  
17 pursuant to a Corporate Assignment of Deed of Trust recorded in the Official Records of  
18 the Clark County Recorder on June 22, 2011, as Instrument No. 201106220002463. See  
19 Exhibit 4.  
20  
21 9. Upon information and belief, the borrower under the Deed of Trust and the associated loan  
22 failed to pay the payment of principal and interest that became due and owing on March 1,  
23 2011, and all amounts that became due thereafter. See Exhibit 5.  
24  
25 10. Upon information and belief, Wilmington or its predecessor-in-interest caused an  
26 Acceleration or Breach Letter to be delivered to the borrower subsequent to May 2, 2011,  
27 thereby causing the debt related to the Deed of Trust to be accelerated.  
28  
11. On June 28, 2011, Wilmington's predecessor-in-interest caused a Notice of Default and

Election to Sell Under Deed of Trust (“*Bank Notice of Default*”) related to the Deed of Trust to be recorded in the Official Records of the Clark County Recorder as Instrument No. 201106280001383. See Exhibit 5.

12. The Bank Notice of Default provided in pertinent part as follows:

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent such deed of trust and all documents evidencing obligations secured thereby, and 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.

13. To the extent that the balance of the loan secured by the Deed of Trust was not previously accelerated, the Bank Notice of Default served to accelerate the debt secured by the Deed of Trust, thereby causing all amounts secured by the Deed of Trust to be due and owing not later than the date on which the Bank Notice of Default was recorded.

14. On December 19, 2011, Wilmington’s predecessor in interest caused a Notice of Rescission of Declaration of Default and Demand for Sale and of Notice of Breach and Election to Cause Sale (“*Rescission*”) to be recorded in the Official Records of the Clark County Recorder as Instrument No. 201112190001908. Said Rescission did not decelerate the debt secured by the Deed of Trust. On the contrary, the Rescission stated on its face that it “shall not in any manner be construed as waiving or affecting any breach of default—past, present or future under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said [Bank Notice of Default]. . .” See Exhibit 6.

15. Upon information and belief, the debt secured by the Deed of Trust was not subsequently decelerated.

1 16. NRS 106.240 provides as follows:

2 The lien heretofore or hereafter created of any mortgage or deed of trust upon any  
3 real property, appearing of record, and not otherwise satisfied and discharged of  
4 record, shall at the expiration of 10 years after the debt secured by the mortgage  
5 or deed of trust according to the terms thereof or any recorded written extension  
6 thereof become wholly due, terminate, and it shall be conclusively presumed that  
7 the debt has been regularly satisfied and the lien discharged.

8 17. Pursuant to NRS 106.240, the debt secured by the Deed of Trust was satisfied and the Deed  
9 of Trust was discharged not later than 10 years after the loan balance related to the Deed of  
10 Trust was accelerated.

11 18. The Deed of Trust was extinguished by operation of law and rendered null, void and  
12 unenforceable not later than between approximately May 2, and June 28, 2021.

13 19. The Deed of Trust was thereafter assigned to Wilmington Savings Fund Society, FSB  
14 D/B/A Christiana Trust, as owner Trustee on behalf of CSMC 2017-RPL2 Trust, pursuant  
15 to a Corporate Assignment of Deed of Trust recorded in the Official Records of the Clark  
16 County Recorder on January 11, 2018, as Instrument No.20180111-0001215. See Exhibit  
17 7.

18 20. The Deed of Trust was thereafter assigned to CSMC 2017-RPL2 Trust, with Wilmington as  
19 the Trustee, pursuant to a Corporate Assignment of Deed of Trust recorded in the Official  
20 Records of the Clark County Recorder on February 14, 2020, as Instrument No.20200214-  
21 0000698, and was then assigned to Wilmington. See Exhibit 8.

22 21. Notwithstanding the extinguishment of the Deed of Trust and the satisfaction of the debt  
23 associated therewith, Wilmington purported to seek a foreclosure sale to be conducted  
24 pursuant to the Deed of Trust by recording a Notice of Breach and Default and of Election  
25 to Cause Sale of Real Property Under Deed of Trust ("*Bank Foreclosure Sale*") as recorded  
26 in the Official Records of the Clark County Recorder as Instrument No. 20210514-0002162.  
27  
28

1 See Exhibit 9.

- 2 22. Wilmington has noticed the Bank Foreclosure Sale to occur on October 15, 2021, pursuant  
3 to the Notice of Sale ("*Notice of Bank Foreclosure Sale*") recorded in the Official Records  
4 of the Clark County Recorder as Instrument No. 20210903-0002736. See Exhibit 10.  
5  
6 23. Because the Deed of Trust was extinguished by operation of law not later than June 28,  
7 2021, Wilmington's efforts to sell the Property are improper.

8 **FIRST CAUSE OF ACTION**

9 (Quiet Title/Declaratory Relief)

- 10 24. Plaintiff repeats and realleges each and every allegation contained in all previous paragraphs  
11 hereof as if set forth fully herein.  
12  
13 25. Plaintiff properly acquired title and ownership of the Property pursuant to the Foreclosure  
14 Deed.  
15  
16 26. The Deed of Trust was extinguished by operation of law prior to the date of the filing of  
17 this complaint.  
18  
19 27. Because the Deed of Trust was extinguished by operation of law, Wilmington possesses no  
20 valid security interest in the Property and no right to conduct the Bank Foreclosure Sale.  
21  
22 28. Plaintiff remains the owner of the Property free and clear of the Deed of Trust.  
23  
24 29. The Defendant may claim some right, title and/or interest in the Property.  
25  
26 30. A justiciable controversy exists regarding the right, title and interest held by Plaintiff and  
27 Defendant in the Property.  
28  
29 31. The interests of Plaintiff and Defendant are adverse in this justiciable controversy.  
30  
31 32. The Plaintiff has a legally protectible interest in the Property.  
32  
33 33. The controversy between Plaintiff and Defendant is ripe for judicial determination.



1 34. This Court should enter an Order which determines all and every claim, estate or interest of  
2 the parties in the Property.

3 35. The Plaintiff is entitled to a declaratory judgment finding that: (1) the Deed of Trust was  
4 extinguished by operation of law (2) the Bank Foreclosure Sale and any and all subsequent  
5 transfers of the Property under the Deed of Trust are null, void and of no effect; and (4)  
6 Plaintiff's rights and interest in the Property are superior to any interest claimed by the  
7 Defendant.  
8

9 36. Title to the Property should be quieted solely in the name of Plaintiff.  
10

11 37. As a direct and proximate result of the actions of the Defendant, it has become necessary for  
12 Plaintiff to retain the services of an attorney to protect its rights and prosecute this Claim.

13 38. Plaintiff reserves the right to amend this Complaint under the Nevada Rules of Civil  
14 Procedure as further facts become known.  
15

16 **SECOND CAUSE OF ACTION**

17 (Slander of Title)

18 39. Plaintiff repeats and realleges each and every allegation contained in all previous  
19 paragraphs hereof as if set forth fully herein.

20 40. Plaintiff properly acquired a secured interest the Property pursuant to the Foreclosure Deed.

21 41. Although the Deed of Trust was previously extinguished by operation of law, Defendant  
22 has caused various documents to be recorded against the Property, including but not limited  
23 to the Notice of Bank Foreclosure Sale that purports to submit the Property for sale as  
24 recorded in the Official Records of the Clark County Recorder as Instrument No.  
25 20210903-0002736 on September 3, 2021.  
26

27 42. The Notice of Bank Foreclosure Sale and/or other documents related to the Bank  
28

1 Foreclosure Sale recorded against the Property by Wilmington since the time that the Deed  
2 of Trust was extinguished have impugned Plaintiff's title and interest to the Property.

3 43. Plaintiff's title and interest to the Property has been disparaged and slandered, and there is a  
4 cloud on Plaintiff's title and interest.

5 44. Wilmington knew or should have known that the Deed of Trust had been extinguished by  
6 operation of law prior to the time that it caused the documents related to the Bank  
7 Foreclosure Sale to be recorded against the Property.

8 45. The actions of the Defendant were done with the intent to cause Plaintiff harm, or in  
9 conscious disregard for its rights, or were done with conscious disregard for the  
10 consequences of their actions and were therefore done with either express or implied malice.

11 46. As a direct and proximate result of the actions of the Defendant, it has become necessary for  
12 Plaintiff to retain the services of an attorney to protect its rights and prosecute this Claim.

13 47. Plaintiff reserves the right to amend this Complaint under the Nevada Rules of Civil  
14 Procedure as further facts become known.

15  
16  
17  
18 **THIRD CAUSE OF ACTION**

19 (Fraud/Misrepresentation)

20 48. Plaintiff repeats and realleges each and every allegation contained in all previous paragraphs  
21 hereof as if set forth fully herein.

22 49. Subsequent to the time that the Deed of Trust was extinguished by operation of law,  
23 Wilmington falsely represented that it continued to possess a security interest in the  
24 Property.

25 50. Wilmington knew or should have known that the Deed of Trust was extinguished by  
26 operation of law prior to the recordation of the Notice of Foreclosure Sale.  
27  
28

1 51. Despite its actual or constructive knowledge that it no longer possessed any valid security  
2 interest in the Property, Wilmington nonetheless seeks to cause the Bank Foreclosure Sale to  
3 take place, thereby seeking to divest Plaintiff of any and all ownership or interest in the  
4 Property.

5  
6 52. The conduct of Wilmington is part of a fraudulent scheme designed to defraud the Plaintiff  
7 of its use, enjoyment and ownership of the Property.

8 53. The actions of Wilmington are done with the intent to cause Plaintiff harm, or in conscious  
9 disregard for Plaintiff's rights, or are done with conscious disregard for the consequences of  
10 its actions and were therefore done with either express or implied malice.

11  
12 54. As a direct and proximate result of the actions of the Defendant, it has become necessary for  
13 Plaintiff to retain the services of an attorney to protect its rights and prosecute this Claim.

14 55. Plaintiff reserves the right to amend this Complaint under the Nevada Rules of Civil  
15 Procedure as further facts become known.

16  
17 **WHEREFORE**, Plaintiff, Saticoy Bay LLC Serie 8218 Calle Del Oro, prays for judgment  
18 as follows:

19 A. On its First Cause of Action, for an Order which determines all and every claim,  
20 estate or interest of the parties in the Property, finding that: (1) the Deed of Trust was extinguished  
21 by operation of law (2) the Bank Foreclosure Sale and any and all subsequent transfers of the  
22 Property are null, void and of no effect; and (3) Plaintiff's rights and interest in the Property are  
23 superior to any interest claimed by the Defendant.

24  
25 B. On its Second Cause of Action, for general and special damages in excess of Fifteen  
26 Thousand Dollars (\$15,000.00) and for exemplary or punitive damages in an amount sufficient to  
27 deter Defendant and others from engaging in similar conduct, said amount to adequately express  
28

1 social outrage over Defendant's wrongful actions;

2 C. On its Third Cause of Action, for general and special damages in excess of Fifteen  
3 Thousand Dollars (\$15,000.00) and for exemplary or punitive damages in an amount sufficient to  
4 deter Defendant and others from engaging in similar conduct, said amount to adequately express  
5 social outrage over Defendant's wrongful actions;  
6

7 E. For an Order rescinding and setting aside the Notice of Bank Foreclosure Sale and  
8 any ensuing sale of the Property based upon the Court's equitable power of rescission;

9 F. For costs and attorneys' fees incurred in bringing this action; and

10 G. For such other and further relief as this Court may deem meet and proper.  
11

12 Dated this September 24, 2021.

13 ROGER P. CROTEAU & ASSOCIATES, LTD.

14 /s/ Roger P. Croteau

15 ROGER P. CROTEAU, ESQ.

16 Nevada Bar No. 4958

17 CHRISTOPHER L. BENNER, ESQ.

18 Nevada Bar No. 8963

19 2810 West Charleston Blvd., Ste. 75

20 Las Vegas, Nevada 89102

21 Tel: (702) 254-7775

22 Attorneys for Plaintiff Saticoy Bay LLC Series 8218  
23 Calle Del Oro  
24  
25  
26  
27  
28

**EXHIBIT LIST**

Exhib. No.	Document Description	Bate Stamp Range
1	Foreclosure Deed	SB0001-5
2	Notice of Delinquent Assessment Lien, Notice of Default, Notice of Sale	SB0006-12
3	Deed of Trust	SB0013-31
4	Assignment of Deed of Trust	SB0032-34
5	Notice of Default	SB0035-38
6	Notice of Rescission of Default	SB0039-41
7	Assignment of Deed of Trust	SB0042-44
8	Assignment of Deed of Trust	SB0045-47
9	Notice of Breach and Default	SB0048-54
10	Notice of Trustee's Sale	SB0055-57

# EXHIBIT 1

# EXHIBIT 1

Inst #: 20210107-0000561  
Fees: \$42.00  
RPTT: \$124.95 Ex #:  
01/07/2021 08:03:10 AM  
Receipt #: 4353028  
Requestor:  
Resources Group  
Recorded By: DROY Pgs: 4  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

162-25-111-002

Please Mail Tax Statement and  
when Recorded Mail to:

Saticoy Bay LLC Series 2818 Calle Del Oro  
900 S Las Vegas Blvd. #810  
Las Vegas, NV 89101

## FORECLOSURE DEED

APN# 162-25-111-002

NAS# N82032

The Undersigned Declares:

Nevada Association Services, Inc. ("NAS"), herein called agent for the San Remo Home Owners' Association (the "Association"), is the duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded 6/21/2018 as Instrument # 201806210000243, in Clark County. The previous owner at the time of recordation of said lien is Yana L Velinova. ("Unit Owner"). NAS, as agent for the Association and pursuant to NRS 116.31162, 116.31163 and 116.31164, does hereby grant and convey, but without warranty expressed or implied to: **Saticoy Bay LLC Series 2818 Calle Del Oro** (herein called grantee), all the Unit Owner's rights, title and interest in and to that certain property commonly known as 2818 Calle Del Oro, Las Vegas, NV 89120 and legally described as follows:

### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The Subject Property shall remain bound and subject to any and all covenants, conditions, restrictions, and reservations of rights of the Association and amendments thereto, as well as any and all easements, rights-of-way, and mineral restrictions of record.

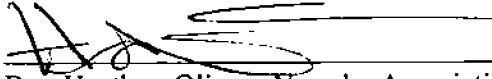
### AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Association's governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 11/9/2018 as Instrument # 201811090001347 which was recorded in the office of the recorder of said county. NAS has complied with requirements of law including, but not limited to, the mailing of the Notice of Delinquent Assessment; the mailing and recording of the Notice of Default; the elapsing of the 90-day period set forth in paragraph (c) of subsection 1 of NRS 116.31162; the mailing, publishing and posting of the Notice of Sale; the failure of payment of the assessments and other sums which are due in accordance with subsection 1 of NRS 116.3116 before the expiration of the period described in paragraph (d) of subsection 1 of NRS 116.31162; and the recording of the affidavit required to be recorded pursuant to paragraph (e) of subsection 1 of NRS 116.31162.



The Subject Property was sold by said agent, on behalf of the Association at public auction on 11/3/2020, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale, and following the expiration of the 60-day redemption period as set forth in NRS Chapter 116, became the purchaser of said property and paid therefore to said agent the amount bid **\$24,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Delinquent Assessment Lien.

Date: January 5, 2021



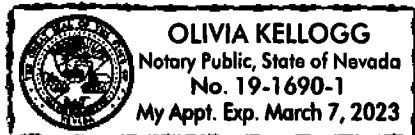
By: Heather Oliver, Nevada Association Services, Inc., as Trustee for San Remo Home Owners' Association

STATE OF NEVADA )  
COUNTY OF CLARK )


On January 5, 2021 , before me, Olivia Kellogg, personally appeared Heather Oliver personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same in his/her authorized capacity, and that by signing his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and seal.

(Seal)



(Signature)





**EXHIBIT "A"**

**Legal Description**

LOT THIRTY-NINE (39) OF SAN REMO TOWNHOMES, AS SHOWN BY MAP THEREOF ON  
FILE IN BOOK 16 OF PLATS, PAGE 38, IN THE OFFICE OF THE COUNTY RECORDER OF  
CLARK COUNTY, NEVADA.



**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 162-25-111-002  
b. \_\_\_\_\_  
c. \_\_\_\_\_  
d. \_\_\_\_\_

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  
☐ Other

**FOR RECORDERS OPTIONAL USE ONLY**

Book \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes: \_\_\_\_\_

3.a. Total Value/Sales Price of Property

\$ 24,100.00

b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )

c. Transfer Tax Value: \$ 24,100.00

d. Real Property Transfer Tax Due \$ 124.95

**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 Bonilla Capacity: agent

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
**(REQUIRED)**

Print Name: Nevada Assoc Services, Inc  
Address: 6224 W Desert Inn Rd  
City: Las Vegas  
State: NV      Zip: 89146

**BUYER (GRANTEE) INFORMATION**  
**(REQUIRED)**

Print Name: Saticoy Bay LLC Series  
Address: 2818 Calle Del Oro  
City: 900 S Las Vegas Blvd #810  
State: LV, N.V      Zip: 89101

**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: Resources Group LLC      Escrow # \_\_\_\_\_  
Address: 900 S Las Vegas Blvd #810  
City: Las Vegas      State: NV      Zip: 89101

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



# EXHIBIT 2

# EXHIBIT 2

Inst #: 20180621-0000243

Fees: \$40.00

06/21/2018 07:46:30 AM

Receipt #: 3434207

Requestor:

REAL PROPERTY SUPPORT SERVI

Recorded By: OSA Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN # 162-25-111-002

# N82032

### NOTICE OF DELINQUENT ASSESSMENT LIEN

In accordance with Nevada Revised Statutes and the Association's declaration of Covenants Conditions and Restrictions (CC&Rs), recorded on May 27, 1975, as instrument number 480457 Book: 521, of the official records of Clark County, Nevada, and as amended, the San Remo Home Owners' Association has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as 2818 Calle Del Oro Las Vegas, NV 89120 particularly legally described as: SAN REMO TWNHS PLAT BOOK 16 PAGE 38 LOT 39 in the County of Clark.

The owner(s) of record as reflected on the public record as of today's date is (are):  
Yana L. Velinova

Mailing address(es):  
2818 Calle Del Oro Las Vegas, NV 89120

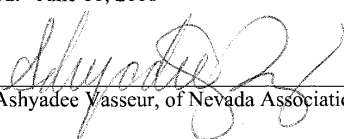
\*Total amount due as of today's date is \$1,668.16.

This amount includes late fees, collection fees and interest in the amount of \$741.98

\* Additional monies will accrue under this claim at the rate of the claimant's regular assessments or special assessments, plus permissible late charges, any other permissible charges, costs of collection and interest, accruing after the date of the notice.

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: June 11, 2018

  
By Ashyadec Vasseur, of Nevada Association Services, Inc., as agent for San Remo Home Owners' Association

When Recorded Mail To:  
Nevada Association Services  
TS # N82032  
6224 W. Desert Inn Rd, Suite A  
Las Vegas, NV 89146  
Phone: (702) 804-8885 Toll Free: (888) 627-5544

Inst #: 20181109-0001347

Fees: \$40.00

11/09/2018 11:23:14 AM

Receipt #: 3560182

Requestor:

REAL PROPERTY SUPPORT SERVI

Recorded By: ANI Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

When Recorded Mail To:  
Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118  
(702) 804-8885

APN: 162-25-111-002

TS No.: N82032

Title Order No.:

Property Address: 2818 Calle Del Oro Las Vegas, NV 89120

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS  
ASSOCIATION LIEN**

**IMPORTANT NOTICE**

**WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS  
NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS  
IN DISPUTE!**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION and you may have the legal right to bring your account in good standing by paying all your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale date may be set until ninety (90) days from the date this notice of default was mailed to you. The date this document was mailed to you appears on this notice.

Total Amount of Deficiency as of 11/6/2018: \$3,894.94

Total Amount of Deficiency that is prior to first security interest as of 11/6/2018: \$2,985.00

Amount of Priority Amount attributable to budgeted assessments as of 11/6/2018: \$1,620.00

Amount of Priority attributable to costs of collection as of 11/6/2018: \$1,365.00

Amount of Priority Amount attributable to amounts of NRS 116.310312 (if applicable) as of 11/6/2018: \$0.00

- a) If the holder of the first security interest on the unit does not satisfy the amount of the association's lien that is prior to that first security interest pursuant to subsection 3 of NRS 116.3116, the association may foreclose its lien by sale and that the sale may extinguish the first security interest as to the unit, and
- b) If, not later than 5 days before the date of the sale, the holder of the first security interest on the unit satisfies the amount of the association's lien that is prior to that first security interest pursuant to subsection 3 of NRS 116.3116 and, not later than 2 days before the date of the sale, a record of such satisfaction is recorded in the office of the recorder of the county in which the unit is located, the association may foreclose its lien by sale but the sale may not extinguish the first security interest as to the unit.

TS Number: N82032

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, San Remo Home Owners' Association (the Association) may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

Upon your request, this office will mail you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association.

To find out about the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact: Nevada Association Services, Inc. on behalf of San Remo Home Owners' Association, 6625 S. Valley View Blvd. Suite 300, Las Vegas, NV 89118. The phone number is (702) 804-8885 or toll free at (888) 627-5544.

If you have any questions, you should contact a lawyer or the Association which maintains the right of assessment on your property. 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.

**REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE  
PROMPT ACTION.**

**NOTICE IS HEREBY GIVEN THAT NEVADA ASSOCIATION  
SERVICES, INC.**

is the duly appointed agent under the previously mentioned Notice of Delinquent Assessment Lien, with the owner(s) as reflected on said lien being Yana L Velinova, dated 11/6/2018, and recorded on 6/21/2018 as document no. 0000243 book 20180621 page in the official records of Clark County, Nevada, executed by San Remo Home Owners' Association, and as amended, hereby declares that a breach of the obligation for which the Covenants Conditions and Restrictions, recorded on 5/27/1975 as document no. 480457 book no. 521 page, as security has occurred in that the payments have not been made of homeowner's assessments due from 12/1/2017 and all subsequent homeowner's assessments, monthly or otherwise, less credits and offsets, plus late charges, interest, trustee's fees and costs, attorney's fees and costs and Association fees and costs.

That by reason thereof, the Association has deposited with said agent such documents as the Covenants Conditions and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby due and payable and elects to cause the property to be sold to satisfy the obligations.

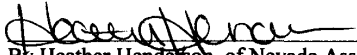
TS Number: N82032

Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose.

Nevada Associations Services, Inc., whose address is 6625 S. Valley View Blvd. Suite 300, Las Vegas, NV 89118 is authorized by the association to enforce the lien by sale.

Legal Description: Unit No. , Lot , Tract No. SAN REMO TWNHS PLAT BOOK 16 PAGE 38 LOT 39, Book No. Page(s) , in the County of Clark, State of Nevada.

DATE: November 6, 2018

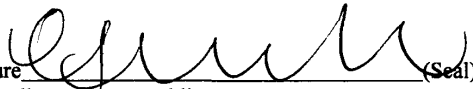


By Heather Henderson, of Nevada Association Services, Inc. on behalf of San Remo Home Owners' Association

STATE OF NEVADA  
COUNTY OF CLARK

On 11/6/2018 before me, Ethan Kellogg, a Notary Public, personally appeared Heather Henderson known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year first above written.

Signature  (Seal)  
Ethan Kellogg, Notary Public



Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. Please be advised that this document constitutes neither a demand for payment of the referenced debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. This notice is being sent to any such parties merely to comply with applicable state law governing foreclosure of liens pursuant to Chapter 116 of Nevada Revised Statutes

When Recorded Mail To:  
Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118

APN: 162-25-111-002  
TS No.: N82032  
San Remo Home Owners' Association

Inst #: 20201014-0001775  
Fees: \$42.00  
10/14/2020 12:22:30 PM  
Receipt #: 4250219  
Requestor:  
Real Property Support LLC  
Recorded By: CHSHD Pgs: 2  
Debbie Conway  
CLARK COUNTY RECORDER  
Src: ERECORD  
Ofc: ERECORD

### NOTICE OF FORECLOSURE SALE

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL NEVADA ASSOCIATION SERVICES, INC. AT (702) 804-8885. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.**

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN 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 PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on 11/3/2020 at 10:00 AM located at the front entrance to Nevada Legal News located at 930 S. 4th Street, Las Vegas, NV 89101, under the power of sale pursuant to the terms of those certain covenants conditions and restrictions recorded on 5/27/1975, in Book Number 521, as Instrument Number 480457 of official records of Clark County, and as amended, Nevada Association Services, Inc., as duly appointed agent under that certain Delinquent Assessment Lien, recorded on 6/21/2018, in Book Number 20180621, as Instrument Number 0000243, of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following commonly known property known as: 2818 Calle Del Oro, Las Vegas, NV 89120. Said property is legally described as: Legal Unit No.: , Lot 39, Tract SAN REMO TWNHS, Book 16, Page 38, official records of Clark County, Nevada.

The owner(s) of said property as of the date of the recording of said lien is purported to be: Yana L Velinova

The undersigned agent disclaims any liability for incorrectness of the street address and other common designations, if any, shown herein. The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, or encumbrances, or obligations to satisfy any secured or unsecured liens. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **\$7,283.52**. Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on a state or federal savings and loan association, savings association or savings bank and authorized to do business in the State of Nevada. The Notice of Default and Election to Sell the described property was recorded on 11/9/2018, in Book Number 20181109, as Instrument Number 0001347 in the official records of Clark County.



Nevada Association Services, Inc. is a debt collector. Nevada Association Services, Inc. is attempting to collect a debt. Any information obtained will be used for that purpose. Please be advised that this document constitutes neither a demand for payment of the referenced debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code. This notice is being sent to any such parties merely to comply with applicable state law governing foreclosure of liens pursuant to Chapter 116 of Nevada Revised Statutes.

Nevada Association Services, Inc.  
6625 S. Valley View Blvd. Suite 300  
Las Vegas, NV 89118 (702) 804-8885

Date: October 9, 2020

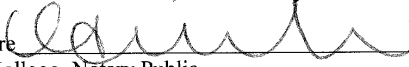


By: Heather Oliver, for Nevada Association Services, Inc., agent for San Remo Home Owners' Association

STATE OF NEVADA  
COUNTY OF CLARK

On 10/9/2020 before me, Ethan Kellogg, a Notary Public, personally appeared Heather Oliver known or identified to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

IN WITNESS WHEREOF, I have set my hand and affixed my official seal the day and year first above written.

Signature  (Seal)  
Ethan Kellogg, Notary Public



# EXHIBIT 3

# EXHIBIT 3

20050727-0004389

Fee: \$31.00  
N/C Fee: \$0.00

07/27/2005 13:57:56  
T20050136031

Requestor:  
LAWYERS TITLE OF NEVADA

Frances Deane DOM  
Clark County Recorder Pgs: 18

162-25-111-002

(18)

After Recording Return To:  
FLAGSTAR BANK  
5151 CORPORATE DRIVE  
TROY, MI 48098  
FINAL DOCUMENTS, MAIL STOP W-530-3

Escrow #: 01005586-MM

MAIL TAX STATEMENT TO: ALLIED HOME MORTGAGE CAPITAL CORPORATION  
916 NEVADA HIGH, #2, BOULDER CITY, NV 89005.

APN #: 162-25-111-002

[Space Above This Line For Recording Data]

## DEED OF TRUST

V1 WBCD LOAN # 500776744

MIN 100052550077674447

### DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated JULY 22, 2005, together with all Riders to this document.

(B) "Borrower" is YANA L VELINOVA, AN Unmarried Woman// AS HER SOLE & SEPARATE PROPERTY.

Borrower is the trustor under this Security Instrument.

Initials: YLV

NEVADA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
© 1999-2004 Online Documents, Inc.

Form 3029 1/01

Page 1 of 14

NVEDEDL 0402  
07-21-2005 17:12

(C) "Lender" is ALLIED HOME MORTGAGE CAPITAL CORPORATION.

Lender is a CORPORATION,  
under the laws of TENNESSEE.  
916 NEVADA HIGH, #2BOULDER CITY, NV 89005.

organized and existing  
Lender's address is

(D) "Trustee" is JOAN H. ANDERSON.

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

(F) "Note" means the promissory note signed by Borrower and dated JULY 22, 2005.

The Note states that Borrower owes Lender \*\*\*\*\*ONE HUNDRED THIRTY THREE THOUSAND AND NO/100\*\*\*\*\* Dollars (U.S. \$133,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2035.

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

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

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

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

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

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

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

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

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

Initials: 7L✓

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

Form 3029 1/01

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Page 2 of 14

NVEDEDL 0402

07-21-2005 17:12

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

#### TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] of CLARK

[Name of Recording Jurisdiction]:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

APN #: 162-25-111-002

which currently has the address of 2818 CALLE DEL ORO, LAS VEGAS,

[Street] [City]

Nevada 89120 ("Property Address"):

[Zip Code]

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

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

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

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

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

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

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

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

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

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of

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

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien

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

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

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

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

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

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

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obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat

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of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

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

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

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

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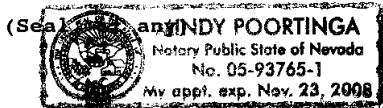
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

YANA L. VELINOVA (Seal)  
YANA L. VELINOVA

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on 07-22-05 (date)  
by Yana L. Velinova

(name(s) of person(s)).



[Signature]  
(Signature of notarial officer)

Title (and rank): Loan Officer



Exhibit A

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

Lot Thirty-Nine (39) of SAN REMO TOWNHOMES, as shown by map thereof on file in Book 16 of Plats, Page 38, in the Office of the County Recorder of Clark County, Nevada.

V1 WBCD LOAN # 500776744  
MIN: 100052550077674447

## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **22ND** day of **JULY, 2005** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **ALLIED HOME MORTGAGE CAPITAL CORPORATION, A TENNESSEE CORPORATION**

(the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at: **2818 CALLE DEL ORO, LAS VEGAS, NV 89120.**

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

(the "Declaration").  
The Property is a part of a planned unit development known as **San Remo**

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

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

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

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

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included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

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

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

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

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

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

V1 WBCD LOAN # 500776744

YANA L. VELINOVA (Seal)  
YANA L. VELINOVA

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

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# EXHIBIT 4

# EXHIBIT 4

Inst #: 201106220002463

Fees: \$15.00

N/C Fee: \$0.00

06/22/2011 11:09:24 AM

Receipt #: 820348

Requestor:

PASION TITLE SERVICES

Recorded By: SOL Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER


# NEVADA

COUNTY OF CLARK

POOL NO.

LOAN NO. (18830173 ) [LB0204]

PARCEL NO. 162-25-111-002

 #5547415 WP

Assignment-Interv.-Recorded

PREPARED BY SECURITY CONNECTIONS, INC.

WHEN RECORDED MAIL TO:

LBPS

14523 SW MILLIKAN WAY, #200

BEAVERTON, OR 97005

ATTN

MAIL TAX STATEMENTS TO:

42

## CORPORATE ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,

located at 1901 E VOORHEES ST. SUITE C, , DANVILLE, IL 61834  
hereby grants, assigns, and transfers to FEDERAL NATIONAL MORTGAGE ASSOCIATION

located at 14221 DALLAS PARKWAY, SUITE 1000 DALLAS, TX 75254  
all  
beneficial interest under that certain Deed of Trust dated JULY 22, 2005  
executed by YANA L VELINOVA, AN UNMARRIED WOMAN AS HER SOLE & SEPARATE PROPERTY

Trustor,  
to JOAN H. ANDERSON

Trustee,  
and recorded as Instrument No. 0004389 on JULY 27, 2005,  
in book 20050727, page \_\_\_\_\_, of Official Records in the  
County Recorder's office of CLARK County, Nevada,  
describing land therein as:

AS DESCRIBED ON SAID DEED OF TRUST REFERRED TO HEREIN.  
TOGETHER all rights accrued or to accrue under said Deed of Trust.



Loan No.

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

  
SIGNATURE REBECCA HIGLEY

ASSISTANT SECRETARY

LOAN NO. (18830173 ) [LB0204]  
Dated: JUNE 15, 2011.

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

By *Rebecca Higley*  
**REBECCA HIGLEY**  
**ASSISTANT SECRETARY**

By \_\_\_\_\_

STATE OF IDAHO )  
 ) ss  
COUNTY OF BONNEVILLE )

On JUNE 15, 2011, before me, the undersigned, personally  
appeared REBECCA HIGLEY known to me to be the  
person who executed the within instrument as the ASSISTANT SECRETARY  
, and \_\_\_\_\_  
know to me be the person who executed the within instrument as the \_\_\_\_\_  
of the Corporation  
that executed the within instrument and acknowledged to me that the  
executed the within instrument pursuant to its by-laws or a resolution  
of board of directors.

WITNESS my hand and official seal.

MELISSA HIVELEY  
NOTARY PUBLIC  
STATE OF IDAHO

*Melissa Hively*  
**MELISSA HIVELEY (COMMISSION EXP. 07-28-14)**  
NOTARY PUBLIC

THIS SPACE PROVIDED FOR RECORDER'S USE

RECORDING REQUESTED BY:  
**FEDERAL NATIONAL MORTGAGE ASSOCIATION**  
**14221 DALLAS PARKWAY, SUITE 1000**  
**DALLAS, TX 75254**

P=S.002.00160.686 C=s.016.2279  
J=1b8040110ai.s.51594 MIN 100052550077674447 MERS PHONE: 1-888-679-6377  
(NMRI.NV.2) Page 2 of 2

# EXHIBIT 5

# EXHIBIT 5



Inst #: 201106280001383

Fees: \$216.00

N/C Fee: \$0.00

06/28/2011 10:40:38 AM

Receipt #: 826534

Requestor:

FIRST AMERICAN NATIONAL DEF

Recorded By: JRV Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN# 162-25-111-002

Recording Requested By:

First American Title Insurance Company

When Recorded Mail To:

First American Trustee Servicing Solutions, LLC  
6 Campus Circle, 2nd Floor  
Westlake, TX 76262

APN: 162-25-111-002  
TS No.: NV1100230809  
VA/FHA/PMI No.: 1699130267  
TSG No. 5547415

NEVADA

## NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

### IMPORTANT NOTICE

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account into good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

APN No.: 162-25-111-002  
TS No.: NV1100230809  
VA/FHA/PMI No.: 1699130267  
NEVADA

**NOTICE OF DEFAULT AND  
ELECTION TO SELL UNDER DEED OF TRUST**

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**  
**c/o First American Trustee Servicing Solutions, LLC**  
**6 Campus Circle, 2nd Floor**  
**Westlake, TX 76262**  
**877-276-1894**

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.

**Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

NOTICE IS HEREBY GIVEN: That **First American Trustee Servicing Solutions, LLC** is either the original trustee, the duly appointed substitute trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated **07/22/2005** executed by:

**YANA L VELINOVA, AN UNMARRIED WOMAN AS HER SOLE & SEPARATE PROPERTY,**

as Trustor to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR ALLIED HOME MORTGAGE CAPITAL CORPORATION** as Beneficiary, recorded **07/27/2005**, (as Instrument No.) **20050727-0004389**, (in Book) (Page) , of Official Records in the Office of the Recorder of **Clark County, Nevada** describing land therein as:

**AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST**

said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$133,000.00**

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

**THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 3/1/2011 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES. 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..**

This property is sold as-is. The lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirement under NRS 113.130 by purchasing at this sale and signing said receipt.

APN No.: 162-25-111-002  
TS No.: NV1100230809  
VA/FHA/PMI No.: 1699130267

NOTICE OF DEFAULT AND  
ELECTION TO SELL UNDER DEED OF TRUST

NEVADA

That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent such deed of trust and all documents evidencing obligations secured thereby, and 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.

Dated: Jun 22, 2011

First American Trustee Servicing Solutions, LLC  
6 Campus Circle, 2nd Floor  
Westlake TX76262

By: \_\_\_\_\_  
(signature)

Name: HANK DUONG

Title: \_\_\_\_\_

First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR  
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.

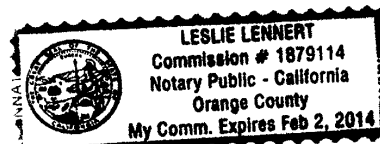
State Of: CALIFORNIA  
County Of: ORANGE

On June 27, 2011 before me, Leslie Lennert, Notary Public, personally appeared HANK DUONG, 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 Leslie Lennert (Seal)



# EXHIBIT 6

# EXHIBIT 6

C 2

Recording Requested By:  
First American Title Insurance Company

When Recorded Mail To:  
First American Trustee Servicing Solutions, LLC  
6 Campus Circle, 2nd Floor  
Westlake, TX 76262  
5547415

Inst #: 201112190001908

Fees: \$21.00

N/C Fee: \$25.00

12/19/2011 10:47:56 AM

Receipt #: 1011292

Requestor:

DOCUMENT PROCESSING SOLUTIONS

Recorded By: GILKS Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Space above this line for Recorder's use only

APN: 162-25-111-002  
TS No.: NV1100230809

NEVADA

**NOTICE OF RESCISSION OF DECLARATION OF DEFAULT  
AND DEMAND FOR SALE AND OF NOTICE OF BREACH  
AND ELECTION TO CAUSE SALE**

NOTICE IS HEREBY GIVEN: That JOAN H. ANDERSON is duly appointed Trustee under a Deed of Trust dated 07/22/2005, executed by

**YANA L VELINOVA, AN UNMARRIED WOMAN AS HER SOLE & SEPARATE PROPERTY**

as Trustor to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR ALLIED HOME MORTGAGE CAPITAL CORPORATION** as Beneficiary, recorded 07/27/2005, as Instrument No. 20050727-0004389, in Book , Page , of Official Records in the Office of the Recorder of Clark County, Nevada describing land therein as: **AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST** said obligations including one note for the sum of \$133,000.00.

Whereas, the present beneficiary under that certain Deed of Trust hereinabove described, heretofore delivered to the Trustee thereunder written Declaration of Default and Demand for Sale; and Whereas, Notice was heretofore given of breach of obligations for which said Deed of Trust is security and of election to cause to be sold the property therein described; and Whereas, a Notice of Default was recorded on the day and in the book and page set forth below:

Notice was recorded on 06/28/2011 in the office of the Recorder of Clark County, Nevada, Instrument No. 201106280001383 , in Book/Page of Official Records.

Page 2

APN: 162-25-111-002  
 TS No.: NV1100230809

**NOTICE OF RESCISSION OF DECLARATION OF DEFAULT  
 AND DEMAND FOR SALE AND OF NOTICE OF BREACH  
 AND ELECTION TO CAUSE SALE**

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the present Beneficiary, does hereby rescind, cancel and withdraw said Declaration of Default and Demand for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default--past, present or future under said Deed of Trust, or as impairing any right or remedy thereunder, but is, and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall nowise jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given.

Dated: Dec 13, 2011

**First American Trustee Servicing Solutions, LLC, AS AGENT  
 FOR THE BENEFICIARY**

By: \_\_\_\_\_

**Samual Taylor  
 Trustee Officer**

State of **TEXAS** }  
 County of **TARRANT** } §

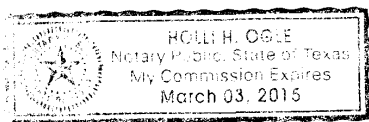
Before me, **Holli H. Ogle**, a Notary Public, on this day personally appeared **Samual Taylor** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13<sup>th</sup> day of **December**, A.D, 2011.

Signature: \_\_\_\_\_

Notary Public In and for said County and State

(Seal)



**HOLLIE H. OGLE**  
**MARCH, 03 2015**

Page 3

# EXHIBIT 7

# EXHIBIT 7

The undersigned does hereby affirm that this document submitted for recording does not contain personal information about any person.

Parcel#:162-25-111-002

When Recorded Mail To:

Fannie Mae  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683

Loan # 418528958

Inst #: 20180111-0001215

Fees: \$40.00

01/11/2018 10:29:07 AM

Receipt #: 3294614

Requestor:

NATIONWIDE TITLE CLEARING I

Recorded By: SOV Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

### CORPORATE ASSIGNMENT OF DEED OF TRUST


FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **FEDERAL NATIONAL MORTGAGE ASSOCIATION, WHOSE ADDRESS IS 14221 DALLAS PARKWAY, SUITE 1000, DALLAS, TX 75254, (ASSIGNOR)**, by these presents does convey, grant, assign, transfer and set over the described Deed of Trust together with all interest secured thereby, all liens, and any rights due or to become due thereon to **WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2017-RPL2 TRUST, WHOSE ADDRESS IS 500 DELAWARE AVENUE, 11TH FLOOR, ATTENTION: CSMC 2017-RPL2, WILMINGTON, DE 19801, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE)**.

Said Deed of Trust is dated , made by **YANA L. VELINOVA** and recorded as Instrument # 20050727-0004389, in the Recorder's office of **CLARK** County, **Nevada**.

Dated this 11th day of January in the year 2018

**FEDERAL NATIONAL MORTGAGE ASSOCIATION**, by **NATIONWIDE TITLE CLEARING, INC., its Attorney-in-Fact**

By:

  
\_\_\_\_\_  
**KRISTOPHER SANDBERG**  
**VICE PRESIDENT**

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

FNMA1 398743377 2017-RPL2-PL2-SALE MIN MERS PHONE 1-888-679-6377 MERS Mailing Address:  
P.O. Box 2026, Flint, MI 48501-2026 DOCR T101801-03:38:37 [C-2] EFRMNV1



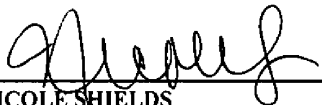
\*D0028442819\*



**Parcel#: 162-25-111-002**  
**Loan # 418528958**

**STATE OF FLORIDA**  
**COUNTY OF PINELLAS**

The foregoing instrument was acknowledged before me on this 11th day of January in the year 2018, by Kristopher Sandberg as VICE PRESIDENT of NATIONWIDE TITLE CLEARING, INC. as Attorney-in-Fact for FEDERAL NATIONAL MORTGAGE ASSOCIATION, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

  
\_\_\_\_\_  
**NICOLE SHIELDS**  
**COMM EXPIRES: 08/05/2020**



**NICOLE SHIELDS**  
Notary Public – State of Florida  
My Comm. Expires August 5, 2020  
Commission # GG126925

**Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152**  
FNMA1 398743377 2017-RPL2-PL2-SAL.E MIN MERS PHONE 1-888-679-6377 MERS Mailing Address:  
P.O. Box 2026, Flint, MI 48501-2026 DOCR T101801-03:38:37 [C-2] EFRMNV1



\*D0028442819\*

# EXHIBIT 8

# EXHIBIT 8

Inst #: 20200214-0000698

Fees: \$42.00

02/14/2020 09:14:07 AM

Receipt #: 3989250

Requestor:

RICHMOND MONROE

Recorded By: OSA Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Assessor's No.: 162-25-111-002

Recording Requested By:

Richmond Monroe Group

When Recorded Mail To:

Jeff Prose

Richmond Monroe Group

82 Jim Linegar Ln

Branson West, MO, 65737

(417) 447-2931

Basic



**CORPORATE ASSIGNMENT OF DEED OF TRUST**

TS Ref #: 000945000007541

NV/CLARK

Assignment Prepared on: January 16, 2020

**Assignor: WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER  
TRUSTEE ON BEHALF OF CSMC 2017-RPL2 TRUST BY SELECT PORTFOLIO SERVICING, INC., ITS  
ATTORNEY IN FACT, at C/O SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE DRIVE, SALT  
LAKE CITY, UT, 84119**

**Assignee: CSMC 2017-RPL2 TRUST, at C/O SELECT PORTFOLIO SERVICING, INC., 3217 S. DECKER LAKE  
DRIVE, SALT LAKE CITY, UT, 84119**

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Deed of Trust Dated: 7/22/2005, in the amount of \$133,000.00, executed by YANA L VELINOVA, AN UNMARRIED WOMAN AS HER SOLE & SEPARATE PROPERTY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR ALLIED HOME MORTGAGE CAPITAL CORPORATION., ITS SUCCESSORS AND ASSIGNS and Recorded: 7/27/2005, Instrument #: 20050727-0004389 in CLARK County, State of Nevada.

Property Address: 2818 CALLE DEL ORO, LAS VEGAS, NV, 89120

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above-described Deed of Trust.

WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2017-RPL2 TRUST BY SELECT PORTFOLIO SERVICING, INC., ITS ATTORNEY IN FACT

On: FEB 04 2020

By:

Name:

Title:

Eric Moore  
Eric Moore

Document Control Officer

State of UTAH

County of SALT LAKE

**Diane Harward**



On FEB 04 2020, before me, Diane Harward, a Notary Public in and for SALT LAKE in the State of UTAH, personally appeared Eric Moore, **Document Control Officer**, WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2017-RPL2 TRUST BY SELECT PORTFOLIO SERVICING, INC., ITS ATTORNEY IN FACT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Diane Harward  
Diane Harward

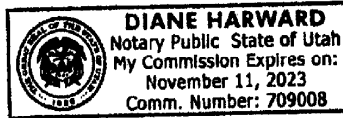
Notary Expires:

NOV 11 2023

/ #:

709008

NV/CLARK



# EXHIBIT 9

# EXHIBIT 9

Inst #: 20210514-0002162

Fees: \$292.00

05/14/2021 02:03:29 PM

Receipt #: 4532939

Requestor:

Servicelink Title Agency

Recorded By: RNS Pgs: 6

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN 162-25-111-002

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

TRUSTEE CORPS

3571 Red Rock St., Ste B

Las Vegas, NV 89103

TS No. NV08000512-19-1

TO No. 191006330-NV-VOI

Commonly known as: 2818 CALLE DEL ORO, LAS VEGAS, NV 89120

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

### **NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of July 22, 2005, executed by YANA L VELINOVA, AN UNMARRIED WOMAN AS HER SOLE & SEPARATE PROPERTY, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for ALLIED HOME MORTGAGE CAPTIAL CORPORATION as original Beneficiary, recorded July 27, 2005 as Instrument No. 20050727-0004389 of official records in the Office of the County Recorder of Clark County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$133,000.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: Failed to pay payments which became due August 1, 2018 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby and 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**

You may have the right to cure the default hereon and reinstate the one 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. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold.



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.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee  
for CSMC 2017-RPL2 Trust  
c/o TRUSTEE CORPS  
TS No: NV08000512-19-1  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300  
TDD: 800-326-6868

Dated: May 13, 2021

MTC Financial Inc. dba Trustee Corps, as Duly Appointed  
Successor Trustee



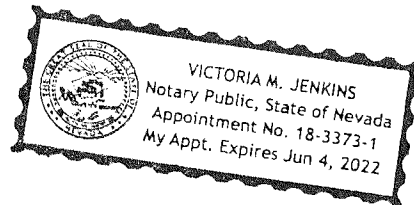
By: Starr Meehan, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on May 13  
2021, by STARR MEEHAN.

  
Notary Public Signature

Victoria M Jenkins  
Printed Name



My Commission Expires: June 04 2022

Trustee Corps may be acting as a debt collector attempting to collect a debt.  
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



**AFFIDAVIT OF AUTHORITY IN SUPPORT OF  
NOTICE OF DEFAULT AND ELECTION TO SELL  
NRS § 107.080**

Borrower(s):

YANAL VELINOVA

Trustee Address:

17100 Gillette Ave  
Irvine, CA 92614

Property Address:

2818 CALLE DEL ORO  
LAS VEGAS, NV 89120

Deed of Trust Instrument Number:

20050727-0004389

STATE OF UTAH )

COUNTY OF SALT LAKE )

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

1. I am an employee of Select Portfolio Servicing, Inc. ("SPS") and I am duly authorized to make this Affidavit for SPS in its capacity as servicer and attorney-in-fact for the current beneficiary of the Deed of Trust, Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee for CSMC 2017-RPL2 Trust.

2. I make this Affidavit based on my personal knowledge and can confirm the accuracy of the information set forth herein.

3. In the regular and ordinary course of business, it is SPS's practice to make, collect, and maintain business records and documents related to any loan it purchases or services, including the loan subject to this foreclosure. I have continuing access to these business records and have personally reviewed the business records relied upon to prepare this Affidavit.

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

MTC Financial Inc. dba Trustee Corps

17100 Gillette Ave, Irvine, CA 92614

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

Wilmington Savings Fund Society, FSB, not in its  
individual capacity but solely as Owner Trustee for  
CSMC 2017-RPL2 Trust

C/O Select Portfolio Servicing, Inc.  
3217 S. Decker Lake Dr.  
Salt Lake City, UT 84119





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

Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee for CSMC 2017-RPL2 Trust	C/O Select Portfolio Servicing, Inc. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119
---	---

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

Select Portfolio Servicing, Inc.	3217 S. Decker Lake Dr. Salt Lake City, UT 84119
----------------------------------	---

8. The beneficiary, the successor in interest of the beneficiary, or the trustee of the Deed of Trust is in actual or constructive possession of the note secured by the Deed of Trust.

9. The beneficiary, its successor in interest, the trustee, SPS, or an attorney representing any of those persons or entities, has sent to the obligor(s) or borrower(s) 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 terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, 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; and
- (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number.

10. The obligor(s) or borrower(s) of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit at the following toll free number: 888-818-6032.

11. Pursuant to my review of the business records, 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) the date, (II) the recordation number (or other unique designation), and (III) assignee of each recorded assignment of the subject Deed of Trust, if any:



<u>Recorded Date</u>	<u>Recording Number</u>	<u>Name of Assignor and Assignee</u>
06/22/2011	201106220002463	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. / FEDERAL NATIONAL MORTGAGE ASSOCIATION
01/11/2018	20180111-0001215	FEDERAL NATIONAL MORTGAGE ASSOCIATION / WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2017-RPL2 TRUST
02/14/2020	20200214-0000698	WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, AS OWNER TRUSTEE ON BEHALF OF CSMC 2017-RPL2 TRUST / CSMC 2017-RPL2 Trust
11/24/2020	20201124-0000453	CSMC 2017-RPL2 TRUST / Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Owner Trustee for CSMC 2017-RPL2 Trust

By: paige midgley  
 Name: Paige Midgley  
 Title: Document Control Officer  
 Select Portfolio Servicing, Inc.  
 Date: March 23, 2021

STATE OF UTAH                     )  
 COUNTY OF SALT LAKE        )

Subscribed and sworn to before me on this 23 day of March,  
 in the year 2021, by Paige Midgley Personally Known

a Document Control Officer of Select Portfolio Servicing, Inc., proved on the  
 basis of satisfactory evidence to be the person whose name is subscribed to this instrument. Witness my  
 hand and official seal.

Diane Harward  
 Notary Public

Diane Harward



## NEVADA DECLARATION OF COMPLIANCE

Re:

Loan Number:



Borrower Name: YANA VELINOVA

Address: 2818 CALLE DEL ORO, LAS VEGAS, NV 89120

Beneficiary: CSMC 2017-RPL2 Trust

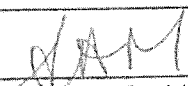
The undersigned beneficiary or authorized agent for the beneficiary hereby declares under the law of the State of Nevada that:

- 1) ☐ The beneficiary or beneficiary's authorized agent has made contact with the borrower pursuant to SB 321 Section 11 (2) to assess their financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since "initial contact" was made.
- 2) ☒ The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower pursuant to SB 321 Section 11 (5). Thirty (30) days or more have passed since the due diligence requirements were satisfied.  
No contact was required pursuant to SB 321 Section 3, as the borrower has filed a case under Chapter 7, 11, 12 or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
- 3) ☐ No contact was required pursuant to SB 321 Section 3, as the borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, trustee, or authorized agent.
- 4) ☐ The provisions of SB 321 Section 11 do not apply because the property is not owner occupied as the principal residence of the borrower(s).
- 5) ☐

Dated:

JUL 24 2019

By:

  
Select Portfolio Servicing, Inc. as authorized agent of Beneficiary

Shawna Myers

Doc. Control Officer



# EXHIBIT 10

# EXHIBIT 10

Inst #: 20210903-0002736

Fees: \$42.00

09/03/2021 03:42:01 PM

Receipt #: 4683497

Requestor:

Servicelink Title Agency

Recorded By: BGN Pgs: 2

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN 162-25-111-002

RECORDING REQUESTED BY:

ServiceLink

WHEN RECORDED MAIL TO:

TRUSTEE CORPS

3571 Red Rock St., Ste B

Las Vegas, NV 89103

TS No: NV08000512-19-1

TO No: 191006330-NV-VOI

### **NOTICE OF TRUSTEE'S SALE IMPORTANT NOTICE TO PROPERTY OWNER**

**YOU ARE IN DEFAULT UNDER A DEED OF TRUST AND SECURITY AGREEMENT DATED July 22, 2005. 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 PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.**

On **October 15, 2021**, at **10:00 AM**, MTC Financial Inc. dba Trustee Corps, as duly appointed Trustee WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH **Nevada Legal News, 930 S. 4th Street, Las Vegas, NV 89101**, all right, title and interest conveyed to and now held by it under and pursuant to Deed of Trust recorded on July 27, 2005, as Instrument No. 20050727-0004389, of the official records in the Office of the Recorder of Clark County, Nevada, executed by YANA L VELINOVA, AN UNMARRIED WOMAN AS HER SOLE & SEPARATE PROPERTY as Trustor, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for ALLIED HOME MORTGAGE CAPITAL CORPORATION as Beneficiary, all that certain property situated in said County and State, and more commonly described as: **AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST**

The property heretofore described is being sold "as is". The street address and other common designation, if any, of the real property described above is purported to be: 2818 CALLE DEL ORO, LAS VEGAS, NV 89120

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty expressed or implied, regarding title, possession or encumbrances, to pay the remaining unpaid principal balance of **\$121,534.77**, the obligations secured by the property to be sold and reasonably estimated costs, expenses and advances as of the first publication date of this Notice of Trustee's Sale. Accrued interest and additional advances, if any, will increase the figure prior to sale. The property offered for sale excludes all funds held on account by the property receiver, if applicable.

Beneficiary's bid at sale may include all or part of said amount. In addition to cash, the Trustee will accept, all payable at time of sale in lawful money of the United States a Cashier's check drawn by a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in the applicable sections of the Nevada Administrative Code and authorized to do business in the State of Nevada, or other such funds acceptable to the Trustee.

The Beneficiary under the Deed of Trust heretofore executed and delivered to the undersigned, a written Declaration of Default and Demand for Sale. The undersigned caused said Notice of




Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust to be recorded in the County where the real property is located and more than three months have elapsed since such recording.

**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.**

**SALE INFORMATION CAN BE OBTAINED ON LINE AT [www.insourcelogic.com](http://www.insourcelogic.com)  
FOR AUTOMATED SALES INFORMATION PLEASE CALL:  
In Source Logic AT 702-659-7766**

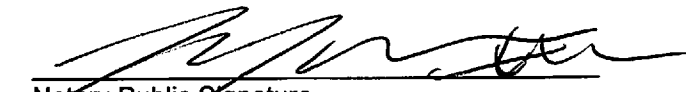
Dated: August 30, 2021

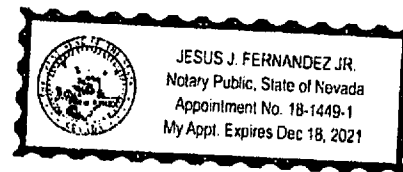
Trustee Corps, as Duly Appointed Successor Trustee  
TS No. NV08000512-19-1  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300  
TDD: 800-326-6868

  
\_\_\_\_\_  
Starr Meehan, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on August 30,  
2021, by STARR MEEHAN.

  
\_\_\_\_\_  
Notary Public Signature  
Jesus J. Fernandez, Jr.  
Printed Name



My Commission Expires: 12/18/2021

Trustee Corps may be acting as a debt collector attempting to collect a debt.  
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



EXHIBIT 2

EXHIBIT 2

SMITH LARSEN & WIXOM

ATTORNEYS  
HILLS CENTER BUSINESS PARK  
1935 VILLAGE CENTER CIRCLE  
LAS VEGAS, NEVADA 89134  
TEL (702) 252-5002 • FAX (702) 252-5006

1 **OGM**

2 Kent F. Larsen, Esq.  
3 Nevada Bar No. 3463  
4 Karl L. Nielson, Esq.  
5 Nevada Bar No. 5082  
6 SMITH LARSEN & WIXOM  
7 Hills Center Business Park  
8 1935 Village Center Circle  
9 Las Vegas, Nevada 89134  
10 Tel: (702) 252-5002  
11 Fax: (702) 252-5006  
12 Email: [kfl@slwlaw.com](mailto:kfl@slwlaw.com)  
13 [kln@slwlaw.com](mailto:kln@slwlaw.com)  
14 Attorneys for Defendant  
15 Wilmington Savings Fund Society, FSB,  
16 Solely As Owner Trustee  
17 for CSMC 2017-RPL2 Trust

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14 SATICOY BAY LLC SERIES 2818 CALLE  
15 DEL ORO, a Nevada Limited Liability  
16 Company,

17 Plaintiff,

18 v.

19 WILMINGTON SAVINGS FUND SOCIETY,  
20 FSB, NOT IN ITS INDIVIDUAL CAPACITY  
21 BUT SOLELY AS OWNER TRUSTEE FOR  
22 CSMC 2017-RPL2 TRUST, a National  
23 Association; DOE individuals I through XX;  
24 and ROE CORPORATIONS I through XX,

25 Defendants.

Case No. A-21-841665-C  
Dept. No. 5

**ORDER:**

**(1) GRANTING DEFENDANT  
WILMINGTON SAVINGS FUND  
SOCIETY, FSB SOLELY AS OWNER  
TRUSTEE FOR CSMC 2017-RPL2  
TRUST'S MOTION TO DISMISS FOR  
FAILURE TO STATE A CLAIM UPON  
WHICH RELIEF MAY BE GRANTED,  
WITH PREJUDICE;  
AND,  
(2) LIFTING STAY OF  
FORECLOSURE PROCEEDINGS**

21

**Date of Hearing: December 19, 2021  
Time of Hearing: 9:30 a.m.**

27 \ \ \

28 \ \ \



The Court:

(i) having reviewed the Motion to Dismiss For Failure to State a Claim Upon Which Relief May Be Granted and To Lift Stay, Or, in the Alternative, Motion for Summary Judgment, filed with the Court on November 18, 2021 (the “Motion”) by Defendant Wilmington Savings Fund Society, FSB Solely as Owner Trustee for CSMC 2017-RPL2 Trust (the “CSMC 2017-RPL2 Trust”);

(ii) having reviewed Plaintiff Saticoy Bay LLC Series 2818 Calle Del Oro’s Opposition to Motion to Dismiss For Failure to State a Claim Upon Which Relief May Be Granted and To Lift Stay, Or, in the Alternative, Motion for Summary Judgment and Countermotion For Rule 56(d), filed by Plaintiff on December 2, 2021 (the “Opposition”);

(iii) having reviewed the CSMC 2017-RPL2 Trust’s reply brief filed on December 14, 2021;

(iv) having heard the oral argument of counsel for the parties at the hearing on the Motion, conducted on December <sup>21</sup>~~19~~, 2021; and,

(v) having considered and reviewed the pleadings and papers on file in this matter, and having evaluated the record herein on the issues raised in connection with the Motion and Opposition, and good cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Court adopts the following findings of fact relative to the issues pending before the Court in the above captioned matter and arising from the Motion and Opposition:

(a) This action involves the real property commonly known as 2818 Calle Del Oro, Las Vegas, Nevada 89120 (APN 162-25-111-002) (the “Property”);

(b) On or about July 27, 2005, Yana L. Velinova (“Velinova”) acquired title to the Property in the capacity of “an unmarried woman, as her Sole and Separate Property;

(c) In connection with her acquisition of the Property, Velinova obtained a \$133,000 loan from Allied Home Mortgage Capital Corporation, a Tennessee corporation (“Allied”), which loan was secured by that certain Deed of Trust, dated July 22, 2005, recorded in the Official Records of the Clark County, Nevada Recorder on July 27, 2005 as Document 20050727-0004389 (the “Deed of Trust”);

(d) The current beneficiary under the Deed of Trust is the Defendant CSMC 2017-RPL2 Trust, arising from a Corporate Assignment of Deed of Trust recorded in the Official Records of the Clark County, Nevada Recorder on November 24, 2011, as Document 20201124-0000453;

(e) On June 28, 2011, a Notice of Default and Election To Sell Under Deed of Trust was recorded in the Official Records of the Clark County, Nevada Recorder as Document 20110628-0001383 (the “2011 NOD”) regarding the Deed of Trust and the Property;

(f) The 2011 NOD (at page 3) states that the beneficiary under the 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.”

(g) On December 19, 2011, a Notice of Rescission of Declaration Of Default and Demand For Sale and of Notice of Breach and Election To Cause Sale with respect to the 2011 NOD, was recorded in the Official Records of the Clark County, Nevada Recorder as Document 20111219-0001908 (the “2011 Rescission”);

(h) The 2011 Rescission expressly stated:  
“NOW THEREFORE, NOTICE IS HEREBY GIVEN that Beneficiary, does hereby rescind, cancel and withdraw said Declaration of Default and Demand

for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default – past, present or future under said Deed of Trust, or as impairing any right or remedy thereunder, but is and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall nowise jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given”;

(i) Plaintiff’s interest in the Property arises from being the successful bidder at a San Remo Home Owners’ Association foreclosure sale which occurred on November 3, 2020, as evidenced by the Foreclosure Deed recorded on January 7, 2021 in the Official Records of the Clark County, Nevada Recorder, as Document 20210107-0000561;

(j) On May 14, 2021, a Notice of Breach and Default and Election To Cause Sale of Real Property Under Deed of Trust was recorded in the Official Records of the Clark County, Nevada Recorder as Document 20210514-0002162 (the “2021 NOD”);

(k) On September 3, 2021, a Notice of Trustee’s Sale under the Deed of Trust and the 2021 NOD was recorded in the Official Records of the Clark County, Nevada Recorder as Document 20210903-0002736 (the “2021 NOS”), which established a foreclosure sale date of October 15, 2021;

(l) Plaintiff filed its Complaint in this action on September 24, 2021, and alleged claims for relief for “quiet title/declaratory relief,” “slander of title,” and “fraud/misrepresentation,”

(m) Defendant CSMC 2017-RPL2 Trust’s pending non-judicial foreclosure sale of the Property arising under the 2021 NOD and the 2021 NOS has been stayed pending further order of the Court;

1           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court adopts  
2 the following conclusions of law relative to the issues pending before the Court in the above  
3 captioned matter and arising from the Motion and Opposition:

4           (1)     NRCP 12(b)(5) governs a motion to dismiss for failure to state a claim upon  
5 which relief can be granted; the court must accept all factual allegations in the complaint  
6 as true, and draw all inferences in the plaintiff's favor (*Buzz Stew, LLC v. City of Las*  
7 *Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008); the test for determining  
8 whether the allegations of a complaint are sufficient to assert a claim for relief is whether  
9 the allegations give fair notice of the nature and basis of the legally sufficient claim and  
10 relief requested (*Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 846, 858 P.3d  
11 1258, 1260 (1993); and dismissal is proper if it appears beyond a doubt that [plaintiff]  
12 could prove no set of facts, which, if true, would entitle it to relief (*Buzz Stew*, 124 Nev.  
13 at 228, 181 P.3d 672);

14           (2)     NRS 106.240 states, in relevant part, “the lien created of any mortgage or deed  
15 of trust upon any real property... and not otherwise satisfied and discharged of record,  
16 shall at the expiration of 10 years after the debt secured by the mortgage or deed of trust  
17 according to the term thereof or any recorded written extension thereof become wholly  
18 due, terminate, and it shall be conclusively presumed that the debt has been regularly  
19 satisfied and the lien discharged”;

20           (3)     NRS 106.240 was interpreted as to create “a conclusive presumption that a lien  
21 on real property is extinguished ten years after the debt becomes due” (*Pro-Max Corp.*  
22 *v. Feenstra*, 117 Nev. 90, 16 P.3d 1074 (2001));

23           (4)     Under *Glass v. Select Portfolio Servicing, Inc.*, 466 P.3d 939, 2020 WL 3604042  
24 (2020)(unpublished), the Nevada Supreme Court confirmed that a rescission of a notice  
25  
26  
27  
28

of default operates to restore the parties to their previous positions before a notice of default was recorded;<sup>1</sup>

(5) The 2011 NOD triggered the ten-year timeframe under NRS 106.240, as this notice sought repayment of the entire loan amount secured by the Deed of Trust, and, therefore, the loan secured by the Deed of Trust became accelerated and Defendant CSMC 2017-RPL2 Trust had until June 28, 2021 to decelerate the promissory note secured by the Deed of Trust;

(6) A notice of rescission renders moot disputes concerning the notice of default or its timing (*Holt v. Regional Trustee Services Corp.*, 127 Nev. 886, 266 P.3d 602 (2011));

(7) The 2011 Rescission (recorded on December 19, 2011) acted to decelerate the promissory note, thereby restoring the parties to their previous positions, and the terms of the Deed of Trust were reinstated;<sup>2</sup>

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<sup>1</sup> See also *Johnston v. U.S. Bank National Association as Trustee for TBW Mortgage-Backed Trust Series 2006-5*, 466 P.3d 945, 2020 WL 3832873 (Nev. Ct. App., 2020) (“rescission of a notice of default restores a beneficiary to the position it occupied before the notice of default was recorded the deed of trust implicitly authorizes such action by providing [the holder of the deed of trust] with discretion to foreclose or pursue other remedies if a default is not cured after a notice of default is recorded.”). A phrase “rescind, cancel and withdraw the notice of default” was deemed sufficient. *Id.*; *Bank of America, NA v. SFR Investments Pool 1, LLC*, 849 Fed.Appx. 211 (9th Cir. 2021); *Valin v. Nationstar Mortgage, LLC*, 2020 WL 4606662 (D. Nev. 2020); *121 Sourcing & Supply, LLC v. Bank of New York Mellon*, 2021 WL 2383221 (D. Nev. 2021); *Florendo v. Bank of New York Mellon*, 2021 WL 3708048 (D. Nev. 2021); *Closson v. Bank of New York Mellon*, 2021 WL 3723154 (D. Nev. 2021); *TRP Fund V, LLC v. Nationstar Mortgage, LLC*, 2021 WL 1225958 (D. Nev. 2021).

<sup>2</sup> Under *Glass*, which involved a notice of rescission that included the substantially similar phrase “rescind, cancel and withdraw said Declaration of Default” without the use of the word “deceleration” was deemed sufficient to act as rescission of the acceleration of the promissory note. Additionally, the 2011 Rescission also states that “all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given.” This conclusively shows that the 2011 Rescission acted to decelerate the promissory note, restoring the parties to their previous position and the terms of the Deed of Trust were reinstated. Thus, any NRS 106.240 presumption does not apply in this instance.

(8) In light of the foregoing, none of the claims for relief in Plaintiff's Complaint are viable as all such claims are based on the assumption/predicate that the ten-year time period under NRS 106.240 has run/has expired, and the Court has expressly determined that the 2011 Rescission acted to decelerate the promissory note, restoring the parties to their previous position and reinstating the terms of the Deed of Trust;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court's Findings of Fact and Conclusions of Law were generated solely from reliance on Plaintiff's Complaint and the publicly recorded documents (the authenticity of these publicly recorded documents not being questioned), and the Court did not rely on the on the declaration submitted by Defendant CSMC 2017-RPL2 Trust (which contained factual allegations that were not made in the Complaint), and, therefore, the Motion was not converted into a motion for summary judgment;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff's countermotion for NRCP Rule 56(d) relief is denied, as the Motion was not a motion for summary judgment and it is further unclear to the Court what additional discovery would assist Plaintiff in any event;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, in light of all of the foregoing, the Motion is granted, and this case shall be dismissed, with prejudice, as the Complaint fails to state a claim upon which relief may be granted;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any stay entered by this Court regarding any non-judicial foreclosure proceedings arising under the Deed of Trust regarding the Property (as initiated by Defendant CSMC 2017-RPL2 Trust, and which were the subject of a request for injunctive relief by Plaintiff in this matter) are hereby terminated, and any such proceedings are allowed to move forward and be concluded;

1                   **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that upon entry of this  
2 order, the Clerk of the Court is directed to close this case.

3  
4                   Dated this \_\_\_\_\_ day of January, 2022.

5   Dated this 14th day of January, 2022

6   

7   DISTRICT COURT JUDGE

8 Submitted By:

**19A D97 9198 B4C6**  
**Veronica M. Barisich**  
**District Court Judge**

9 SMITH LARSEN & WIXOM

10  
11                   /s/ Kent F. Larsen

12 Kent F. Larsen, Esq.  
13 Nevada Bar No. 3463  
14 Karl L. Nielson, Esq.  
15 Nevada Bar No. 5082  
16 1935 Village Center Circle  
17 Las Vegas, Nevada 89134  
18 Attorneys for Defendant  
19 Wilmington Savings Fund Society, FSB,  
20 Solely As Owner Trustee for  
21 CSMC 2017-RPL2 Trust

22 Reviewed By:

23 ROGER P. CROTEAU & ASSOCIATES, LTD.

24  
25                   /s/ Christopher L. Benner

26 Roger P. Croteau, Esq.  
27 Nevada Bar No. 4958  
28 Christopher L. Benner, Esq.  
Nevada Bar No. 8963  
2810 W. Charleston Blvd. Suite 75  
Las Vegas, Nevada 89102  
Attorneys for Plaintiff  
Saticoy Bay LLC Series 2818 Calle Del Oro

## Jana Rivard

---

**From:** Chris Benner <chris@croteaulaw.com>  
**Sent:** Thursday, January 13, 2022 4:05 PM  
**To:** Kent Larsen  
**Cc:** Jana Rivard  
**Subject:** Saticoy Bay LLC Series 2818 Calle Del Oro v. Wilmington Savings Fund Society, FSB, as Trustee; Clark County Case No. A-21-841665-C

Yes, you may use my e-signature for Calle del Oro. Thank you.

**Christopher L. Benner, Esq.**  
**Roger P. Croteau & Associates**  
**2810 Charleston Boulevard, No. H-75**  
**Las Vegas, NV 89102**  
**(702) 254-7775**  
[chris@croteaulaw.com](mailto:chris@croteaulaw.com)

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---

**From:** Kent Larsen <kfl@slwlaw.com>  
**Sent:** Thursday, January 13, 2022 4:01 PM  
**To:** Chris Benner <chris@croteaulaw.com>  
**Cc:** Jana Rivard <jlr@slwlaw.com>  
**Subject:** Saticoy Bay LLC Series 2818 Calle Del Oro v. Wilmington Savings Fund Society, FSB, as Trustee; Clark County Case No. A-21-841665-C

Chris,

Per our exchange of emails, please confirm via return email that I may use your electronic signature and submit the attached form to the court.

Thank you,

Kent F. Larsen  
Smith Larsen & Wixom  
Hills Center Business Park  
1935 Village Center Circle  
Las Vegas, NV 89134  
PH 702.252.5002  
FAX 702.252.5006

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Saticoy Bay LLC Series 2818  
7 Calle Del Oro, Plaintiff(s)

CASE NO: A-21-841665-C

8 vs.

DEPT. NO. Department 5

9 Wilmington Savings Fund  
10 Society FSB, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order Granting Motion was served via the court's electronic eFile  
system to all recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 1/14/2022

16 Kent Larsen

kfl@slwlaw.com

17 Karl Nielson

kln@slwlaw.com

18 Jana Rivard

jl原因@slwlaw.com

19 Roger Croteau

croteaulaw@croteaulaw.com

20 Croteau Admin

receptionist@croteaulaw.com

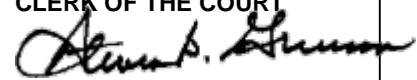
21 Christopher Benner

chris@croteaulaw.com

22  
23  
24  
25  
26  
27  
28

EXHIBIT 3

EXHIBIT 3



NEOJ

Kent F. Larsen, Esq.  
Nevada Bar No. 3463  
Karl L. Nielson, Esq.  
Nevada Bar No. 5082  
SMITH LARSEN & WIXOM  
Hills Center Business Park  
1935 Village Center Circle  
Las Vegas, Nevada 89134  
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Email: [kfl@slwlaw.com](mailto:kfl@slwlaw.com)  
[kln@slwlaw.com](mailto:kln@slwlaw.com)  
Attorneys for Defendant  
Wilmington Savings Fund Society, FSB,  
Solely As Owner Trustee for  
CSMC 2017-RPL2 Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

SATICOY BAY LLC SERIES 2818 CALLE  
DEL ORO, a Nevada Limited Liability  
Company,

Plaintiff,

v.

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, NOT IN ITS INDIVIDUAL CAPACITY  
BUT SOLELY AS OWNER TRUSTEE FOR  
CSMC 2017-RPL2 TRUST, a National  
Association; DOE individuals I through XX;  
and ROE CORPORATIONS I through XX,

Defendants.

CASE NO. A-21-841665-C  
DEPT. NO. 5

**NOTICE OF ENTRY OF ORDER (1)  
GRANTING DEFENDANT  
WILMINGTON SAVINGS FUND  
SOCIETY, FSB SOLELY AS OWNER  
TRUSTEE FOR CSMC 2017-RPL2  
TRUST'S MOTION TO DISMISS FOR  
FAILURE TO STATE A CLAIM UPON  
WHICH RELIEF MAY BE GRANTED,  
WITH PREJUDICE;  
AND,  
(2) LIFTING STAY OF FORECLOSURE  
PROCEEDINGS**

\\

\\

\\

\\

1 NOTICE IS HEREBY GIVEN that the attached Order Granting Defendant Wilmington  
2 Savings Fund Society, FSB Solely as Owner Trustee for CSMC 2017-RPL2 Trust's Motion to  
3 Dismiss for Failure to State a Claim upon Which Relief May Be Granted, with Prejudice and,  
4  
5 (2) Lifting Stay of Foreclosure was entered by the Court on the 14<sup>th</sup> day of January, 2022.

6 DATED this 14<sup>th</sup> day of January, 2022.

7 SMITH LARSEN & WIXOM

8 /s/ Kent F. Larsen

9 Kent F. Larsen, Esq.

10 Nevada Bar No. 3463

11 Karl L. Nielson, Esq.

12 Nevada Bar No. 5082

13 1935 Village Center Circle

14 Las Vegas, Nevada 89134

15 Attorneys for Defendant

16 Wilmington Savings Fund Society, FSB,

17 Solely As Owner Trustee for

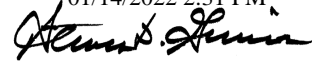
18 CSMC 2017-RPL2 Trust  
19  
20  
21  
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28

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 14<sup>th</sup> day of January, 2022, a true copy of the foregoing  
**Notice of Entry of Order Granting Defendant Wilmington Savings Fund Society, FSB  
Solely as Owner Trustee for CSMC 2017-RPL2 Trust's Motion to Dismiss for Failure to  
State a Claim upon Which Relief May Be Granted, with Prejudice and, (2) Lifting Stay of  
Foreclosure Proceedings** was filed and served electronically via the Court's electronic filing  
system, to the following pursuant to NEFCR 9:

Roger P. Croteau, Esq.  
Timothy E. Rhoda, Esq.  
Christopher L. Benner, Esq.  
Nevada Bar No. 8963  
Roger P. Croteau & Associates, Ltd.  
2810 W. Charleston Blvd., #75  
Las Vegas, Nevada 89102  
[croteaulaw@croteaulaw.com](mailto:croteaulaw@croteaulaw.com)  
Attorney for Plaintiff

/s/ Jana L. Rivard  
an employee of Smith Larsen & Wixom



CLERK OF THE COURT

SMITH LARSEN & WIXOM

ATTORNEYS  
HILLS CENTER BUSINESS PARK  
1935 VILLAGE CENTER CIRCLE  
LAS VEGAS, NEVADA 89134  
TEL (702) 252-5002 • FAX (702) 252-5006

OGM

Kent F. Larsen, Esq.  
Nevada Bar No. 3463  
Karl L. Nielson, Esq.  
Nevada Bar No. 5082  
SMITH LARSEN & WIXOM  
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Las Vegas, Nevada 89134  
Tel: (702) 252-5002  
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Email: [kfl@slwlaw.com](mailto:kfl@slwlaw.com)  
[kln@slwlaw.com](mailto:kln@slwlaw.com)  
Attorneys for Defendant  
Wilmington Savings Fund Society, FSB,  
Solely As Owner Trustee  
for CSMC 2017-RPL2 Trust

DISTRICT COURT

CLARK COUNTY, NEVADA

SATICOY BAY LLC SERIES 2818 CALLE  
DEL ORO, a Nevada Limited Liability  
Company,

Plaintiff,

v.

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, NOT IN ITS INDIVIDUAL CAPACITY  
BUT SOLELY AS OWNER TRUSTEE FOR  
CSMC 2017-RPL2 TRUST, a National  
Association; DOE individuals I through XX;  
and ROE CORPORATIONS I through XX,

Defendants.

Case No. A-21-841665-C  
Dept. No. 5

ORDER:

**(1) GRANTING DEFENDANT  
WILMINGTON SAVINGS FUND  
SOCIETY, FSB SOLELY AS OWNER  
TRUSTEE FOR CSMC 2017-RPL2  
TRUST'S MOTION TO DISMISS FOR  
FAILURE TO STATE A CLAIM UPON  
WHICH RELIEF MAY BE GRANTED,  
WITH PREJUDICE;  
AND,  
(2) LIFTING STAY OF  
FORECLOSURE PROCEEDINGS**

21

**Date of Hearing: December 19, 2021  
Time of Hearing: 9:30 a.m.**

\\

\\

The Court:

(i) having reviewed the Motion to Dismiss For Failure to State a Claim Upon Which Relief May Be Granted and To Lift Stay, Or, in the Alternative, Motion for Summary Judgment, filed with the Court on November 18, 2021 (the “Motion”) by Defendant Wilmington Savings Fund Society, FSB Solely as Owner Trustee for CSMC 2017-RPL2 Trust (the “CSMC 2017-RPL2 Trust”);

(ii) having reviewed Plaintiff Saticoy Bay LLC Series 2818 Calle Del Oro’s Opposition to Motion to Dismiss For Failure to State a Claim Upon Which Relief May Be Granted and To Lift Stay, Or, in the Alternative, Motion for Summary Judgment and Countermotion For Rule 56(d), filed by Plaintiff on December 2, 2021 (the “Opposition”);

(iii) having reviewed the CSMC 2017-RPL2 Trust’s reply brief filed on December 14, 2021;

(iv) having heard the oral argument of counsel for the parties at the hearing on the Motion, conducted on December 19, 2021; and,

(v) having considered and reviewed the pleadings and papers on file in this matter, and having evaluated the record herein on the issues raised in connection with the Motion and Opposition, and good cause appearing therefor,

**IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Court adopts the following findings of fact relative to the issues pending before the Court in the above captioned matter and arising from the Motion and Opposition:

(a) This action involves the real property commonly known as 2818 Calle Del Oro, Las Vegas, Nevada 89120 (APN 162-25-111-002) (the “Property”);

(b) On or about July 27, 2005, Yana L. Velinova (“Velinova”) acquired title to the Property in the capacity of “an unmarried woman, as her Sole and Separate Property;

(c) In connection with her acquisition of the Property, Velinova obtained a \$133,000 loan from Allied Home Mortgage Capital Corporation, a Tennessee corporation (“Allied”), which loan was secured by that certain Deed of Trust, dated July 22, 2005, recorded in the Official Records of the Clark County, Nevada Recorder on July 27, 2005 as Document 20050727-0004389 (the “Deed of Trust”);

(d) The current beneficiary under the Deed of Trust is the Defendant CSMC 2017-RPL2 Trust, arising from a Corporate Assignment of Deed of Trust recorded in the Official Records of the Clark County, Nevada Recorder on November 24, 2011, as Document 20201124-0000453;

(e) On June 28, 2011, a Notice of Default and Election To Sell Under Deed of Trust was recorded in the Official Records of the Clark County, Nevada Recorder as Document 20110628-0001383 (the “2011 NOD”) regarding the Deed of Trust and the Property;

(f) The 2011 NOD (at page 3) states that the beneficiary under the 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.”

(g) On December 19, 2011, a Notice of Rescission of Declaration Of Default and Demand For Sale and of Notice of Breach and Election To Cause Sale with respect to the 2011 NOD, was recorded in the Official Records of the Clark County, Nevada Recorder as Document 20111219-0001908 (the “2011 Rescission”);

(h) The 2011 Rescission expressly stated:  
“NOW THEREFORE, NOTICE IS HEREBY GIVEN that Beneficiary, does hereby rescind, cancel and withdraw said Declaration of Default and Demand



for Sale and said Notice of Breach and Election to Cause Sale; it being understood, however, that this rescission shall not in any manner be construed as waiving or affecting any breach or default – past, present or future under said Deed of Trust, or as impairing any right or remedy thereunder, but is and shall be deemed to be, only an election, without prejudice, not to cause a sale to be made pursuant to said Declaration and Notice, and shall nowise jeopardize or impair any right, remedy or privilege secured to the Beneficiary and/or the Trustee, under said Deed of Trust, nor modify nor alter in any respect any of the terms, covenants, conditions or obligations thereof, and said Deed of Trust and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given”;

(i) Plaintiff’s interest in the Property arises from being the successful bidder at a San Remo Home Owners’ Association foreclosure sale which occurred on November 3, 2020, as evidenced by the Foreclosure Deed recorded on January 7, 2021 in the Official Records of the Clark County, Nevada Recorder, as Document 20210107-0000561;

(j) On May 14, 2021, a Notice of Breach and Default and Election To Cause Sale of Real Property Under Deed of Trust was recorded in the Official Records of the Clark County, Nevada Recorder as Document 20210514-0002162 (the “2021 NOD”);

(k) On September 3, 2021, a Notice of Trustee’s Sale under the Deed of Trust and the 2021 NOD was recorded in the Official Records of the Clark County, Nevada Recorder as Document 20210903-0002736 (the “2021 NOS”), which established a foreclosure sale date of October 15, 2021;

(l) Plaintiff filed its Complaint in this action on September 24, 2021, and alleged claims for relief for “quiet title/declaratory relief,” “slander of title,” and “fraud/misrepresentation,”

(m) Defendant CSMC 2017-RPL2 Trust’s pending non-judicial foreclosure sale of the Property arising under the 2021 NOD and the 2021 NOS has been stayed pending further order of the Court;

1           **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court adopts  
2 the following conclusions of law relative to the issues pending before the Court in the above  
3 captioned matter and arising from the Motion and Opposition:

4  
5           (1)     NRCP 12(b)(5) governs a motion to dismiss for failure to state a claim upon  
6 which relief can be granted; the court must accept all factual allegations in the complaint  
7 as true, and draw all inferences in the plaintiff's favor (*Buzz Stew, LLC v. City of Las*  
8 *Vegas*, 124 Nev. 224, 227-28, 181 P.3d 670, 672 (2008); the test for determining  
9 whether the allegations of a complaint are sufficient to assert a claim for relief is whether  
10 the allegations give fair notice of the nature and basis of the legally sufficient claim and  
11 relief requested (*Breliant v. Preferred Equities Corp.*, 109 Nev. 842, 846, 858 P.3d  
12 1258, 1260 (1993); and dismissal is proper if it appears beyond a doubt that [plaintiff]  
13 could prove no set of facts, which, if true, would entitle it to relief (*Buzz Stew*, 124 Nev.  
14 at 228, 181 P.3d 672);

15  
16           (2)     NRS 106.240 states, in relevant part, “the lien created of any mortgage or deed  
17 of trust upon any real property... and not otherwise satisfied and discharged of record,  
18 shall at the expiration of 10 years after the debt secured by the mortgage or deed of trust  
19 according to the term thereof or any recorded written extension thereof become wholly  
20 due, terminate, and it shall be conclusively presumed that the debt has been regularly  
21 satisfied and the lien discharged”;

22  
23           (3)     NRS 106.240 was interpreted as to create “a conclusive presumption that a lien  
24 on real property is extinguished ten years after the debt becomes due” (*Pro-Max Corp.*  
25 *v. Feenstra*, 117 Nev. 90, 16 P.3d 1074 (2001));

26  
27           (4)     Under *Glass v. Select Portfolio Servicing, Inc.*, 466 P.3d 939, 2020 WL 3604042  
28 (2020)(unpublished), the Nevada Supreme Court confirmed that a rescission of a notice

of default operates to restore the parties to their previous positions before a notice of default was recorded;<sup>1</sup>

(5) The 2011 NOD triggered the ten-year timeframe under NRS 106.240, as this notice sought repayment of the entire loan amount secured by the Deed of Trust, and, therefore, the loan secured by the Deed of Trust became accelerated and Defendant CSMC 2017-RPL2 Trust had until June 28, 2021 to decelerate the promissory note secured by the Deed of Trust;

(6) A notice of rescission renders moot disputes concerning the notice of default or its timing (*Holt v. Regional Trustee Services Corp.*, 127 Nev. 886, 266 P.3d 602 (2011));

(7) The 2011 Rescission (recorded on December 19, 2011) acted to decelerate the promissory note, thereby restoring the parties to their previous positions, and the terms of the Deed of Trust were reinstated;<sup>2</sup>

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<sup>1</sup> See also *Johnston v. U.S. Bank National Association as Trustee for TBW Mortgage-Backed Trust Series 2006-5*, 466 P.3d 945, 2020 WL 3832873 (Nev. Ct. App., 2020) (“rescission of a notice of default restores a beneficiary to the position it occupied before the notice of default was recorded the deed of trust implicitly authorizes such action by providing [the holder of the deed of trust] with discretion to foreclose or pursue other remedies if a default is not cured after a notice of default is recorded.”). A phrase “rescind, cancel and withdraw the notice of default” was deemed sufficient. *Id.*; *Bank of America, NA v. SFR Investments Pool 1, LLC*, 849 Fed.Appx. 211 (9th Cir. 2021); *Valin v. Nationstar Mortgage, LLC*, 2020 WL 4606662 (D. Nev. 2020); *121 Sourcing & Supply, LLC v. Bank of New York Mellon*, 2021 WL 2383221 (D. Nev. 2021); *Florendo v. Bank of New York Mellon*, 2021 WL 3708048 (D. Nev. 2021); *Closson v. Bank of New York Mellon*, 2021 WL 3723154 (D. Nev. 2021); *TRP Fund V, LLC v. Nationstar Mortgage, LLC*, 2021 WL 1225958 (D. Nev. 2021).

<sup>2</sup> Under *Glass*, which involved a notice of rescission that included the substantially similar phrase “rescind, cancel and withdraw said Declaration of Default” without the use of the word “deceleration” was deemed sufficient to act as rescission of the acceleration of the promissory note. Additionally, the 2011 Rescission also states that “all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if said Declaration of Default and Notice of Breach had not been made and given.” This conclusively shows that the 2011 Rescission acted to decelerate the promissory note, restoring the parties to their previous position and the terms of the Deed of Trust were reinstated. Thus, any NRS 106.240 presumption does not apply in this instance.

(8) In light of the foregoing, none of the claims for relief in Plaintiff's Complaint are viable as all such claims are based on the assumption/predicate that the ten-year time period under NRS 106.240 has run/has expired, and the Court has expressly determined that the 2011 Rescission acted to decelerate the promissory note, restoring the parties to their previous position and reinstating the terms of the Deed of Trust;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that the Court's Findings of Fact and Conclusions of Law were generated solely from reliance on Plaintiff's Complaint and the publicly recorded documents (the authenticity of these publicly recorded documents not being questioned), and the Court did not rely on the on the declaration submitted by Defendant CSMC 2017-RPL2 Trust (which contained factual allegations that were not made in the Complaint), and, therefore, the Motion was not converted into a motion for summary judgment;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that Plaintiff's countermotion for NRCP Rule 56(d) relief is denied, as the Motion was not a motion for summary judgment and it is further unclear to the Court what additional discovery would assist Plaintiff in any event;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that, in light of all of the foregoing, the Motion is granted, and this case shall be dismissed, with prejudice, as the Complaint fails to state a claim upon which relief may be granted;

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that any stay entered by this Court regarding any non-judicial foreclosure proceedings arising under the Deed of Trust regarding the Property (as initiated by Defendant CSMC 2017-RPL2 Trust, and which were the subject of a request for injunctive relief by Plaintiff in this matter) are hereby terminated, and any such proceedings are allowed to move forward and be concluded;

1                   **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that upon entry of this  
2 order, the Clerk of the Court is directed to close this case.

3  
4                   Dated this \_\_\_\_\_ day of January, 2022.

5                   Dated this 14th day of January, 2022

6                   

7                   DISTRICT COURT JUDGE

8 Submitted By:

**19A D97 9198 B4C6**  
**Veronica M. Barisich**  
**District Court Judge**

9 SMITH LARSEN & WIXOM

10  
11                   /s/ Kent F. Larsen

12 Kent F. Larsen, Esq.  
13 Nevada Bar No. 3463  
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19 Wilmington Savings Fund Society, FSB,  
20 Solely As Owner Trustee for  
21 CSMC 2017-RPL2 Trust

22 Reviewed By:

23 ROGER P. CROTEAU & ASSOCIATES, LTD.

24  
25                   /s/ Christopher L. Benner

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Saticoy Bay LLC Series 2818 Calle Del Oro

## Jana Rivard

---

**From:** Chris Benner <chris@croteaulaw.com>  
**Sent:** Thursday, January 13, 2022 4:05 PM  
**To:** Kent Larsen  
**Cc:** Jana Rivard  
**Subject:** Saticoy Bay LLC Series 2818 Calle Del Oro v. Wilmington Savings Fund Society, FSB, as Trustee; Clark County Case No. A-21-841665-C

Yes, you may use my e-signature for Calle del Oro. Thank you.

**Christopher L. Benner, Esq.**  
**Roger P. Croteau & Associates**  
**2810 Charleston Boulevard, No. H-75**  
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**From:** Kent Larsen <kfl@slwlaw.com>  
**Sent:** Thursday, January 13, 2022 4:01 PM  
**To:** Chris Benner <chris@croteaulaw.com>  
**Cc:** Jana Rivard <jlr@slwlaw.com>  
**Subject:** Saticoy Bay LLC Series 2818 Calle Del Oro v. Wilmington Savings Fund Society, FSB, as Trustee; Clark County Case No. A-21-841665-C

Chris,

Per our exchange of emails, please confirm via return email that I may use your electronic signature and submit the attached form to the court.

Thank you,

Kent F. Larsen  
Smith Larsen & Wixom  
Hills Center Business Park  
1935 Village Center Circle  
Las Vegas, NV 89134  
PH 702.252.5002  
FAX 702.252.5006

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1 **CSERV**

2  
3 DISTRICT COURT  
4 CLARK COUNTY, NEVADA

5  
6 Saticoy Bay LLC Series 2818  
7 Calle Del Oro, Plaintiff(s)

CASE NO: A-21-841665-C

8 vs.

DEPT. NO. Department 5

9 Wilmington Savings Fund  
10 Society FSB, Defendant(s)

11 **AUTOMATED CERTIFICATE OF SERVICE**

12  
13 This automated certificate of service was generated by the Eighth Judicial District  
14 Court. The foregoing Order Granting Motion was served via the court's electronic eFile  
system to all recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 1/14/2022

16 Kent Larsen

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17 Karl Nielson

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18 Jana Rivard

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