

IN THE SUPREME COURT OF THE STATE OF NEVADA

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Elizabeth A. Brown
Clerk of Supreme Court

TRP FUND VI, LLC, a Nevada
Limited Liability Company,

Appellant,

CASE NO. 84407

(8th Judicial District Court Case No.
A-22-848493-C)

vs.

QUALITY LOAN SERVICE
CORPORATION, a foreign
corporation; PHH MORTGAGE
CORPORATION, a foreign
corporation FEDERAL NATIONAL
MORTGAGE ASSOCIATION, a
National Banking Entity,

Respondents.

**EMERGENCY MOTION UNDER
NRAP 27(e) FOR INJUNCTION / STAY PENDING APPEAL**

(Action Required Prior to Sale Date of April 1, 2022)

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NRAP 26.1 DISCLOSURE

The undersigned counsel of record certifies that the following are persons and/or entities as described in NRAP 26.1(a) and must be disclosed. These representations are made in order that the justices of this court may evaluate possible disqualifications or recusals.

1. Attorneys John Henry Wright, Esq., and Petitioner TRP FUND VI, LLC, state that TRP FUND VI, LLC is a Nevada Limited Liability Company and there is no parent corporation. I certify that there are no publicly held companies owning 10% or more stock or other interest in TRP FUND VI, LLC;
2. The undersigned counsel is the only counsel expected to appear in this Court;
3. The Petitioner is not using a pseudonym.

DATED this 21st day of March, 2022.

THE WRIGHT LAW GROUP, P.C.

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JURISDICTIONAL STATEMENT

The Nevada Supreme Court has original jurisdiction to issue a stay during the pendency of an appeal. *Mountain View Hosp., Inc. v. Eighth Judicial Dist. Court*, 128 Nev. 180, 184, 274 P.3d 861, 864 (2012); see also Nev. Const. Art. 6, § 4(1).

ROUTING STATEMENT

This matter does not likely fall within the exclusions set forth in NRAP Rule 17(a).

RELIEF REQUESTED

Petitioner, TRP FUND VI, LLC (hereinafter “TRP”) seeks an injunction and/or stay of the enforcement of the District Court’s order denying preliminary injunction and dissolving the temporary restraining order, to halt the auction of the subject Property pending appeal pursuant to NRAP 8(a)(2). This is requested in order to prevent irreparable harm to TRP and to prevent a third-party purchaser at the foreclosure sale from being brought into the pending litigation.

STATEMENT OF THE ISSUES PRESENTED

Should a stay pending appeal issue prohibiting the respondents from conducting a foreclosure sale or taking any other action in furtherance of their attempt to enforce their deed of trust until further order of this Court?

I. INTRODUCTION

The District Court has denied a request for a Preliminary Injunction and has allowed respondents to proceed with a foreclosure sale of TRP's property. (*Exhibit 1*)

TRP is current owner of the property located at "1700 Ravanusa Drive, Henderson, NV 89052, APN # 191-01-418-004 (the "Property") at all times relevant to this case.

The Property was previously the subject of an HOA foreclosure in 2013 that resulted in six (6) years of litigation in District Court. TRP is and has been the owner of the Property since it purchased same from G&P Investment Enterprises, LLC, which purchased the Property at an HOA delinquent assessment auction conducted pursuant to NRS 116 by Majestic Hills Community Association ("HOA") in 2013.

Prior to the HOA foreclosure, in 2010, the borrower under the Deed of Trust, filed a petition for Chapter 7 bankruptcy and was granted a discharge of the debt secured by the same Deed of Trust on May 9, 2011. At the time of discharge in bankruptcy, the debt secured by a Deed of Trust under an installment note is deemed mature as a matter of law as of the payment due date immediately prior to the discharge, regardless of whether or not Respondent, Federal National Mortgage Association ("FANNIE") or its predecessor had accelerated the debt. Thus, whatever

the payment date was for the monthly payment prior to May 9, 2011, that is the date that the debt, secured by the Deed of Trust, fully matured and became wholly due by law. In accordance is NRS § 106.240, A Deed of Trust is terminated ten (10) years from the date the underlying debt becomes wholly due. As a result, the Deed of Trust FANNIE is seeking to enforce was extinguished by operation of law on May 9, 2021 and the instant action taken by FANNIE and QUALITY to foreclose on same is barred.

Despite the application of NRS § 106.240, FANNIE and QUALITY have nonetheless commenced a non-judicial foreclosure process and have scheduled a foreclosure sale for April 1, 2022 and the District Court, despite first granting a Temporary Restraining Order, now has denied TRP's Motion for a Preliminary Injunction to stop the sale.

II. STATEMENT OF FACTS

FANNIE claims to be the current holder of a Note, under which the personal debt has been discharged in bankruptcy proceedings. The note became fully and wholly due on or before September 22, 2010. FANNIE is now attempting to foreclose on a Deed of Trust that has been terminated by law for over one year due to its acceleration or maturity date being more than ten (10) years ago.

John F. Clarkson and Mitzi L. Clarkson (“Clarkson”) acquired title to the Property in November 2008 via a Grant Bargain Sale Deed recorded in the Office of the Clark County Recorder as Instrument No. 20080630-04235. (*Exhibit 2*). The Property is located in a neighbourhood governed by CC&R’s of the Majestic Hills Community Association and is subject to monthly assessments.

At the same time, Clarkson executed a Deed of Trust, which was recorded in the Official Records of the Clark County Recorder on June 30, 2008 as Instrument No. 20080630-04237. (*Exhibit 3*). The Deed of Trust was security for a Note in favor of GMAC Mortgage, LLC dba Ditech in the amount of \$276,720.00.

Clarkson defaulted on the loan payments under the Note in January of 2011 and filed bankruptcy on February 1, 2011. (*Exhibit 4*). Clarkson also stopped paying the monthly HOA assessments.

In 2011, the Deed of Trust was transferred to GMAC Mortgage, LLC without the “dba Ditech” language, which was recorded in the Official Records of the Clark County Recorder on December 15, 2011 as Instrument No. 20111215-03046. (*Exhibit 5*). On May 9, 2011, Clarkson received a discharge in bankruptcy. (*Exhibit 6*). Clarkson neither reaffirmed the debt secured by the Deed of Trust, nor did they make any further payments on that debt. The bankruptcy matter was closed on June 6, 2011.

The Deed of Trust was subsequently transferred three (3) more times. In 2013, from GMAC Mortgage, LLC to Ocwen Loan Servicing, LLC at Instrument No. 20130731-03015. (*Exhibit 7*); purportedly, at some undisclosed time from Ocwen Loan Servicing, LLC to PPH Mortgage Corporation, as subsidiary, without recordation that TRP can locate at this time; and, again in 2022, after the Default and Notice of Sale were recorded and the date for sale set, PPH Mortgage Corporation assigned the Deed of Trust to FANNIE at Instrument No. 20220215-00314 (*Exhibit 8*).

In 2013, the HOA proceeded with a statutory foreclosure against the unpaid assessments on the Property. The Property was then sold to G&P Investment Enterprises, LLC on September 11, 2013 for \$21,000 through a Trustee' Deed upon Sale recorded at Instrument 20130930:02011 (*Exhibit 9*). G&P then sold the Property through a Grant Bargain Sale Deed to TRP in 2016 at Instrument No. 20160726-01174. (*Exhibit 10*).

Litigation was commenced in 2013 by G&P Investments Enterprises, LLC seeking to quiet title to the Property in the Eighth Judicial District Court for Clark County, Nevada. The case proceed until 2019 when the Court entered summary judgment in favor of Ocwen Loan Servicing, LLC, on the basis of another decision this Court. The district court's decision was affirmed in March 2021.

Approximately seven (7) months later, FANNIE through QUALITY served a Notice of Breach and Default and Notice of Election to Cause Sale of Real Property under Deed of Trust at Instrument No. 20211011-01415. (*Exhibit 11*). FANNIE through QUALITY recorded a Notice of Trustee's Sale in the Office of the Clark County Recorder as Instrument No. 20220121-01551, setting a foreclosure sale for February 18, 2022, at 9:00 a.m., at the front steps of the Nevada Legal News. The Notice of Trustee's Sale states that the total amount of the unpaid balance of the obligation secured by the Property is \$515,528.03. (*Exhibit 12*).

In response to Respondents' recording of the Notice of Trustee's sale, TRP filed its Complaint in the Eighth Judicial District Court on February 3, 2022. Then, on February 9, 2022, TRP filed an ex-parte motion for temporary restraining order and preliminary injunction. The District Court granted the request for a temporary restraining order and set TRP's motion for preliminary injunction for hearing on March 8, 2022.

At the hearing on March 8, 2022, the District Court denied TRP's motion for preliminary injunction and dissolved the temporary restraining order. As a result, Respondents have rescheduled the foreclosure sale on TRP's property for April 1, 2022, at 9:00 a.m.

III. ARGUMENT

A. Applicable Rule:

Rule 8 of the Nevada Rules of Appellate Procedure (“NRAP”) governs the issuance of a stay or injunction pending appeal or resolution of original writ proceedings. Further, subsection (2) addresses the circumstances under which a motion made be made directly to the Supreme Court or the Court of Appeals:

(2) Motion in the Court; Conditions on Relief. A motion for the relief mentioned in Rule 8(a)(1) may be made to the Supreme Court or the Court of Appeals or to one of its justices or judges.

(A) The motion shall:

- (i) show that moving first in the district court would be impracticable; or
- (ii) state that, a motion having been made, the district court denied the motion or failed to afford the relief requested and state any reasons given by the district court for its action.

(B) the motion shall also include;

- (i) the reasons for granting the relief requested and the facts relied on;
- (ii) originals or copies of affidavits or other sworn statements supporting facts subject to dispute; and (iii) relevant parts of the record.

(C) The moving party must give reasonable notice of the motion to all parties.

(D) In an exceptional case in which time constraints make consideration by a panel impracticable, the motion may be considered by a single justice or judge.

(E) The court may condition relief on the party’s filing a bond or other appropriate security in the district court.

For the reasons set forth below, there are significant time constraints involved, as a foreclosure sale is currently scheduled for **April 1, 2022, at 9:00 A.M.** TRP does not have a plain, speedy, and adequate remedy at law.

B. Moving For A Stay In District Court Is Clearly Impracticable:

TRP already filed a motion for a temporary restraining order and preliminary injunction in the District Court. However, for the reasons stated in the Order, which is the subject of TRP's appeal, the District Court declined to prevent the sale of the property. Requesting a stay pending appeal from the same district court judge would be a waste of time and resources because if the district court were inclined to grant a stay it would have granted the motion for a preliminary injunction.

Here, a stay is necessary because FANNIE is going to sell property owned by TRP at a Trustee's Sale on April 1, 2022. This pending sale is based upon an alleged indebtedness by the former owner of the Property. TRP has not been provided an opportunity to determine the validity and extent of the indebtedness and to have an opportunity to then satisfy the indebtedness, if one exists. This includes determining whether the Deed of Trust has been terminated as a matter of law under NRS § 106.240. Clearly, permitting the sale of the Property owned by TRP to a third person will produce irreparable harm to TRP and Subsection 2 of NRS § 33.010 is invoked. Also, as the actions of QUALITY threaten TRP's rights in the Property, Subsection 3 of NRS § 33.010 is invoked. Thus, this is a case in which a Preliminary Injunction should have been granted by the District Court, but was denied. Therefore, TRP has been left with no alternative but to seek a stay from this Court in order to maintain the

status quo while the final determination of this legal issue, which is now presented in many actions pending before the Courts of this State of which this Court is undoubtedly aware.

C. NRS § 106.240 is a Statute of Repose and Cannot be Tolled:

The District Court ruled that NRS § 106.240 is not a statute of repose, stating:

Second, even if NRS 106.240 was triggered by the borrowers' bankruptcy discharge, NRS 106.240 is a conclusive presumption, by its express terms, and is not a statute of repose. As such, this Court may take equitable consideration into account to determine whether the 10-year period set forth in NRS 106.240 was tolled by the Prior Quiet Title Action (as defined in Defendants' Opposition) and independently by the U.S. Department of Housing and Urban Development COVID-19 foreclosure moratorium.

(Exhibit 1 at 2-3). The district court erred. NRS § 106.240 is clearly a statute of repose. See *Valin v. Natioinstar Mortg. LLC*, 2021 U.S. App. LEXIS 31845 (9th Cir. October 2021- Order Affirming). See also *Bank of America, N.A. v. Madeira Canyon Homeowners Association*, 2016-cv-01053-RFB-DJA, 2019 WL 5963935, at *4 (D. Nev. Nov. 12, 2019).

A statue of repose cannot be tolled. *FDIC v. Rhodes*, 130 Nev. 893, 899; 336 P.3d 961, 965 (2014); *Simmons v. Sonyika*, 614 S.E.2d 27, 30 (Ga. 2005). “[A] statute of repose “puts an outer limit on the right to bring a civil action.” *Id.* (quoting *CTS Corp. v. Waldburger*, 573 U.S. 1, 9 (2014)). Statutes of repose “bar causes of action after a certain period of time, regardless of whether damage or an injury has

been discovered. *Allstate Ins. Co. v. Furgerson*, 104 Nev. 772, 775, 776 P.2d 904, 907 (1988); *see also* 51 Am.Jur.2d (2011) Limitation of Actions, § 354, pp. 762-763 (“a statute of repose . . . nullifies both the right and the remedy”); *id.* § 24, p. 507 (statute of repose “extinguishes the action, or terminates any right to action, after a fixed period of time has elapsed.” (fns. omitted)).

Because the time limit in NRS § 106.240 expressly qualifies the right, it cannot be waived or tolled. *Cheswold Volunteer Fire Co. v. Lamberston Constr. Co.*, 489 A.2d 413, 421 (Del. 1985) (a statute of repose may not be waived because the time limit expressly qualifies the right which the statute creates); *see also, Miller v. Vitner*, 546 S.E.2d 917(Ga.App. 2001); *Roskam Baking Co. v. Lanham Machinery Co.*, 288 F.3d 895, 903 (6th Cir. 2002) (statute of repose is a substantive provision which may not be waived); *Hinkle v. Henderson*, 85 F.3d 298, 302 (7th Cir. 1996) (statutes of repose, unlike statutes of limitations, may not be waived).

As one Court explained it, “once the period of duration under a statute of repose is expired, there is no suit to avoid, because the statute of repose extinguishes the cause of action, and the failure to plead that statute of repose as an affirmative defense would not resurrect a cause of action that not longer exists.” *Ray & Sons Masonry Contractors v. United States Fidelity, etc. Co.*, 114 S.W.3d 189 199 (Ark. 2003).

NRS § 106.240 provides:

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

When the statute is broken down there are two distinct effects once the 10 years has elapsed. First: the lien created of any mortgage or deed of trust upon any real property, appearing of record, **shall terminate**. Second, the debt (the note) secured by the deed of trust is conclusively presumed to have been regularly satisfied. Whether the note has been satisfied in the ordinary course or not is an issue between the borrower and the lender. Appellant is neither of those. The termination of the Deed of Trust is not a presumption, it is a fact. The deed of trust is terminated and cannot be foreclosed. The District Court erred in its interpretation of the statute and failed to grant Appellant a preliminary injunction.

D. The Debt (Note) Was Accelerated By Law:

The district court also erred in failing to recognize the effect of the borrowers’

Discharge in Bankruptcy, stating:

First, the bankruptcy discharge did not make the loan “wholly due.” A bankruptcy discharge *excuses* the borrower from its obligation to make further payments and precluded the lender from enforcing the borrower’s person credit obligation; it does not render the loan “wholly due.” *See* 11 U.S.C. § 524. Deeds of trust

embody a security interest in the corresponding real property, and unlike the personal debt obligations they secure, deeds of trust remain enforceable after a bankruptcy discharge.

(Exhibit 1 at 2). TRP does not argue that the deed of trust became unenforceable after a discharge. Rather, under NRS § 106.240, the deed of trust is only enforceable for a period of ten years after the underlying debt becomes wholly due, afterwards it is *terminated*.

The district court misinterprets the meaning of the term “wholly due.” It is a basic tenet of the Bankruptcy Code that, regardless of the terms of the instrument or acts of the lender, bankruptcy operates as the acceleration of the principal amount of all claims against the debtor. This was explained in 1984 at length by the Federal Bankruptcy Court in *In re Manville Forest Prods. Corp.*, 43 B.R. 293, 297-298 (Bankr. S.D.N.Y. 1984), *aff’d* in part, *rev’d* in part, 60 B.R. 403 (S.D.N.Y. 1986), wherein the Court stated:

1. Acceleration of Debt

MFPC’s first contention is that in order to accelerate the entire debt due under the loans, the long-term lenders were required to notify MFPC of their intent to accelerate the debt, as required by the terms of the various contracts.¹ Their failure to do so, alleges MFPC, precludes the lenders from asserting their claims for interest on the accelerated debt. The long-term lenders, on the other hand, take the position that the debts due under the various long-term agreements in question were automatically accelerated at the time of the filing of the petition by operation of Section

¹Respondents make the same argument here.

502(a) of the Code, irrespective of any contractual clause requiring notice.

This Court agrees with the long-term lenders that the debt due them was automatically accelerated by the filing of the bankruptcy petition. It is a basic tenet of the bankruptcy Code that “bankruptcy operates as the acceleration of the principal amount of all claims against the debtor.” (Citations omitted) . This tenet follows logically from the expansive Code definition of “claim”, which allows any claim to be asserted against the debtor, regardless of whether such claim is “reduced to judgment, liquidated, unliquidated, fixed, contingent, matured unmatured, dispute [or] undisputed” 11 U.S.S. 101(4)(A), and from the Code’s provision in Section 502 that a claim will be allowed in bankruptcy regardless of its contingent or unmatured status. . .

* * *

Therefore, in the case at bar it was unnecessary, and indeed would have violated the stay, for the long-term lenders to take overt steps to accelerate the debt without first seeking a modification of the stay from this Court. The debt was automatically accelerated upon the filing of the petition by virtue of sections 101(4)(A) and 502 of the Code. (Emphasis added)

In re Manville was followed in 1987 by the California case of *In re Skyler Ridge*, 80 B.R. 500; 1987 Bankr. LEXIS 1935 (Dec. 1987), wherein the United States Bankruptcy Court reiterated the well established understanding that the filing of a bankruptcy petition accelerates the debt. In *Skyler Ridge*, the Court cited to the legislative history in the congressional record,² as well as *Manville*, stating:

²The legislative history shows that § 502(b) and (b)(2) reflect the basic bankruptcy law tenet that “bankruptcy operates as the acceleration of the principal amount of all claims against the debtor.” H.R. Rep. No. 95-595, at 352-54. “Simply stated, the filing of a petition accelerates the principal amount of all unmatured claims against the debtor, whether or not a clause in a prepetition

The automatic acceleration of a debt upon the filing of a bankruptcy case is well established *See, e.g., Manville Forest Products*, 43 Bankr. at 297; H.R. No. 95-595, 95 Cong., 1st Sess. 353 (1977), reprinted in 1978 U.S. Code Cong. & Admin. News 5963, 6309; Sen. Rep. No 95-989, 95th Cong., 2d Sess. 63 (1978), reprinted in U.S. code Cong. & Admin. News 5787, 5849. In fact, it is this automatic acceleration that prevents Travelers from enforcing its “lock-in” clause.

This acceleration is subject to deceleration in a plan under Chapter 11 or Chapter 13 of the bankruptcy code. *See, e.g., Manville Forest Products*, 43 Bankr. at 298 (Chapter 11); *Di Pierro v. Taddeo (In re Taddeo)*, 685 F.2d 24, 26-29 (2d Cir. 1982) (Chapter 13).³

In the district court, FANNIE argued that the debt cannot become wholly due earlier than the originally contemplated, and now, irrelevant and inaccurate, maturity date contained in the note. But this ignores the fact that **the bankruptcy changed the note’s maturity date**^{4 5 6} and the same argument FANNIE raises has been

agreement provides that a bankruptcy filing accelerates the maturity date.” 4-5 Collier on Bankruptcy P502.03

³While the *Skyler Ridge* Court stated that the acceleration is subject to deceleration under Chapter 11 or Chapter 13, there is no such provision in the bankruptcy code under a Chapter 7. This is because in a Chapter 7, such as in this case, there is no plan under which repayment of the debt could occur.

⁴The Bankruptcy Code substantively alters the rights and remedies of both debtors and creditors in a most fundamental way. *In re Pease*, 195 B.R. 431, 434 (Bankr. D. Neb. 1996).

⁵The United States Supreme Court in *Von Hoffman v. City of Quincy*, 71 U.S. 535 (1866), explained, “ it is also settled that the law which subsist at the time and place of the making of a contract, and where it is to be performed, enter into and form a part of it, **as if they were expressly ... incorporated in its terms.**

examined and rejected before. In *HSBC Bank USA v. Calpine Corporation*, 2010 U.S. Dist. LEXIS 96792; 2010 WL 3835299 (Sept. 15, 2010), the District Court for the Southern District of New York addressed this issue as follows:

Trustee argues that ordinary principles of contract law apply to its claim for expectation damages. The argument misses the mark. According to the terms of the notes, a voluntary bankruptcy filing constitutes an event of default that accelerates and matures the notes, thus making them due and payable immediately. **Even without these provisions, the Bankruptcy Code would require the same result, as the filing of a bankruptcy petition renders all of the petitioner's outstanding debts mature and payable.** See, e.g., *In re Granite Broad. Corp.*, 369 B.R. 120, 144 (Bankr. S.D.N.Y. 2007); *In re Ridgewood Apartments of DeKalb County, Ltd.*, 174 B.R. 712, 720 (Bankr. S.d. Ohio 1994) (“Even without specific contractual language, a bankruptcy filing acts as an acceleration of all of a debtor’s obligations.”) . . .

* * *

This principle embraces alike those which affect its validity, construction, discharge, and enforcement.” *Id.* at 550, see also *Hanover Nat’l Bank v. Moyses*, 186 U.S. 181, 189 (1902) (holding that “all contracts were made with reference to existing [bankruptcy] laws.”).

“David S. Kupitz, *The Bankruptcy Code is an Implicit Part of Every Contract: Minimizing the Impact of Chapter 11 on the Non-Debtor’s Bargain*. The Business Lawyer, Volume 54 (November 1998); citing *Home Bldg. & Loan Ass’n v. Blaisdell*, 290 U.S. 398, 435 (1934); and *Wright v. Union Cent. Life Ins. Co.*, 304 U.S. 502, 516, 518 (1938) (“The mortgage contract was made subject to constitutional power in the Congress to legislate on the subject of bankruptcies. Impliedly, this was written into the contract. . . . [I]f Congress is acting within its bankruptcy power, it may authorize the bankruptcy court to affect . . . property rights, provided the limitations of the due process clause are observed.”)

. . . Debtor's repayment of the notes also did not occur prior to maturity, because **accelerated debts are mature**. See *In re LHD Realty Corp.*, 726 F.2d 327, 330-31 (7th Cir. 1984) (stating that "acceleration, by definition, advances the maturity date of the debt so that payment thereafter is not prepayment but instead is payment made after maturity"); *In re Ridgwood Apartments*, 174 B.R. at 720 (It would be anomalous for acceleration of an obligation to be construed as prepayment. . . . Even without specific contractual language, a bankruptcy filing acts as an acceleration of all a debtor's obligations."); *Northwestern Mut. Life Ins. Co.*, 11 Misc.3d at 982-83, 816 N.Y.S.2d 831 (collecting cases and stating that "[a]cceleration is a change in the date of maturity from the future to the present. Once the maturity date is accelerated to the present, it is no longer possible to repay the debt before maturity.")

(*HSBC Bank USA v. Calpine Corporation*, 2010 U.S. Dist. LEXIS 96792; 2010 WL 3835299 at 9 -14) (Emphasis added). Thus, there is no distinguishing acceleration from maturity. The result is the same and the debt is "wholly due" regardless of the terms of the note or the deed of trust.

Even if the terms of the deed of trust or the note address acceleration, upon commencement of a bankruptcy case the implicit provisions of the contract embodying the Code are activated, and the Code may interfere with and override the ordinary exercises of contractual rights. *Wright v. Union Cent. Life Ins. Co.*, 304 U.S. 502, 517, ("Bankruptcy proceedings constantly modify and affect the property rights established by state law"); *Coleman Oil Co. v. Circle K Corp.*, 127 F.3d 904 910 (9th Cir. 1997) (Explaining that "all kinds of interferences with contractual rights occur in bankruptcy proceedings").

One bankruptcy court cogently summarized substantive provisions of the Code that fundamentally impact contract rights as follows:

The Bankruptcy Code substantively alters the rights and remedies of both debtors and creditors in a most fundamental way. For example, section 502 disallows certain claims which would be enforceable under non-bankruptcy laws. Under section 502(b), claims for unmatured interest are not allowed (except as provided in section 506), a landlord's claim under section 502(b)(6) for breach of a lease is limited in a manner inconsistent with the law of many states, and some claims are simply disallowed. See § 502(b)-(j). . .

In re Pease, 195 B.R. 431, 434 (Bankr. D. Neb. 1996). Further still, the Ninth Circuit Court of Appeals stated that “[e]quity may not be invoked to defeat clear statutory language, nor to reach results inconsistent with the statutory scheme established by the Code. “ *Committee of Creditors Holding Unsecured Claims v. Koch Oil Co.*, (*In re Powering Oil Co.*), 59 F.3d 969, 973 (9th Cir. 1995).

Before the District Court FANNIE argued that only the bank can accelerate the debt in accordance with the terms of the Deed of Trust because NRS § 106.240 uses the phrase “according to the terms thereof”. However, the Deed of Trust and Note say according to the law, specifically federal law “This Security Instrument shall be governed by federal law.” (Deed of Trust at, page 10, paragraph 16). Bankruptcy law states that the debt is accelerated to the extent that all of the principal is now immediately due and owing. *In re Manville, supra*.

///

E. The “Wholly Due” Date of The Debt Is The Date of Discharge In Bankruptcy:

The Ninth Circuit Court of Appeals (“Ninth Circuit”) has determined that the discharge of the debt in bankruptcy has the effect of making the entire debt due, regardless of whether the creditor has accelerated the debt. Thus, acceleration (or deceleration for that matter) by FANNIE, or its predecessor, is of no consequence. In *Jarvis v. Federal National Mortgage Association*, Case No. 17-35428 (June 14, 2018) (Unpublished)(A copy of which is attached hereto as ***Exhibit 13***), the Ninth Circuit Court of Appeals addressed the effect that discharge has on a debt that has not been reaffirmed by the debtors, even if the debt is owned by Fannie Mae or Freddie Mac. The Ninth Circuit, addressing a state statute of limitations, stated:

The Jarvises never reaffirmed or made any further payments on the note after their bankruptcy, and neither Fannie Mae nor any prior holder of the deed of trust ever accelerated the debt or initiated foreclosure proceedings. The statute of limitations to foreclose on the deed of trust ran from the last installment due before the Jarvises’ bankruptcy discharge in February 2009 and expired before the Jarvises brought this quiet title action nearly seven years later in February 2016. Summary judgment in favor of the Jarvises on their quiet-title claim was therefore appropriate.

The Ninth Circuit affirmed judgment from the Federal District Court that had ruled that the bankruptcy discharge has the effect of making the discharge date the actual maturity date of the debt. This is because the debt is discharged and no further payments can be deemed to be due. The District Court, relying on two previous decisions from the Washington appellate courts, stated:

The Court agrees with *Silvers*' and *Edmundson*'s holdings. The discharge of a borrower's personal liability on his loan – the cessation of his installment obligations – is the analog to a note's maturation. In both cases, no more payments could become due that could trigger RCW 4.16.040's limitations period. The last-owed payment before the discharge of a borrower's personal liability on a loan is the date from which a secured creditor has six years to enforce a deed of trust securing the loan.

Thus, although NRS § 106.240 is a statute of repose, the Clarkson bankruptcy discharge has the same effect because the debt was fully matured/wholly due on the date of the last payment due from Clarkson on the debt, but in every circumstance no later than May 9, 2011, the Deed of Trust has been terminated, is unenforceable and creates a cloud on the title held by TRP.

FANNIE argued that the District Court should ignore the Ninth Circuit Court of Appeals decision in *Jarvis v. Federal National Mortgage Association*, Case No. 17-35428 (June 14, 2018) (Unpublished), because the Washington State Supreme Court has since rejected the Federal Court of Appeals' application of Federal Bankruptcy law to Washington State's six-year statute of limitations and explained that its prior ruling in *Edmundson* was only addressing the statute of limitations as it related to each installment payment.

The pertinent aspect of *Jarvis*, for purposes of the instant case, has nothing to do with when the statute of limitations accrues on an installment contract under state law in Washington. What is key, and what *does* matter here, is the courts' analyses

and adoption of the rule pertaining to the effect of a bankruptcy discharge on a debt becoming wholly due. Future payments are no longer due. This is akin to maturity. Therefore, the note has matured. It will not mature some day in the future. It has already matured, it is wholly due. This Court has used the term “maturity” in the same manner as “wholly due” when discussing the language contained in NRS § 106.240. See *Lakes v. U.S. Bank Trust*, 137 Nev. Adv. Rep. 85 (2021).

Further, the Colorado Court of Appeals has also considered the *Edmundson* and *Jarvis* decisions and determined the effect that a discharge in bankruptcy has is the debt is “wholly due” upon said discharge because no further payments could be due. In *Silvernagel v. U.S. Bank Nat’l Ass’n*, Case No. 20CA1035 (October 21, 2021), U.S. Bank, like FANNIE here, argued that because it did not *itself* accelerate repayment of the debt, it could not have become wholly due. The Colorado Court of Appeals disagreed:

Because it did not accelerate repayment of the debt, US. Bank argues that a new cause of action accrues upon Silvernagel’s default on each monthly installment until the maturity date of the loan, i.e., October 1, 2036.⁷ Consequently, the statute of limitations has not accrued, much less expired, with respect to parts of the debt.

US Bank’s argument, however, overlooks the effect of Silvernagel’s October 2012 discharge in bankruptcy.

⁷FANNIE made a nearly identical argument in this case.

In *Edmundson*, 378 P.3d 272, the Washington Court of Appeals addressed the effect of a discharge in bankruptcy on the operation of a statute of limitations. Like Colorado, in Washington “when recovery is sought on an obligation payable by installments, the statute of limitations runs against each installment from the time it becomes due; that is, from the time when an action might be brought to recover it.” *Id.* at 277 (quoting *Herzog v. Herzog*, 22 Wn.2d 382, 161 P.2d 142, 144-45 (Wash. 1945)). The *Edmundson* court concluded that “the statute of limitations for each missed monthly payment accrued” on the date it was due “until the [parties] no longer had personal liability [for making payments] under the note. They no longer had such liability as of the date of their bankruptcy discharge.” *Id.* at 278.

Applying *Edmundson*, the federal district court for the Western District of Washington reached the same conclusion in *Jarvis v. Federal National Mortgage Ass’n* on facts similar to the ones here. (citation omitted). There, a bankruptcy court discharged the homeowner’s personal obligation on the Note. 2017 U.S. Dist. LEXIS 62102, at *1. More than six years after the discharge, the lender commenced a trustee sale, asserting that the discharge did not affect its ability to take in rem action against the property. *Id.* Rejecting that argument, the court concluded:

The last payment owed commences the final six-year period to enforce a deed of trust securing a loan. This situation occurs when the final payment becomes due, such as when the note matures or a lender unequivocally accelerates the note’s maturation. It also occurs at the payment owed immediately prior to the discharge of a borrower’s personal liability in bankruptcy, because after discharge, a borrower no longer has forthcoming installments that he must pay.

The discharge [in bankruptcy] of a borrower’s personal liability on his loan – cessation of his installment obligations – is the analog to a note’s maturation. In both cases, no more payments could become due that could trigger . . . [a] limitations period.

2017 U.S. dist. LEXIS 62102, [WL] at *2-3 (citations omitted in original); see *Jarvis*, 726 F.App’x at 667 (“The final six-year period to foreclose runs from the time the final installment

becomes due. This may occur upon the last installment due before discharge of the borrower's personal liability on the associated note").

We are persuaded by, and consequently adopt, the reasoning in *Jarvis*. As the federal district court in *Jarvis* said, "[t]he discharge of a borrower's personal liability on a note . . . alert[s] the lender that the limitations period to foreclose on a property held as a security has commenced. 2017 U.S. Dis. LEXIS 62102, 2017 WL 1438040, at *2.

According to the allegations in the complaint, (1) Silvernagel was discharged in bankruptcy of personal responsibility for the underlying debt in October 2012; and (2) as of June 2019, US Bank had not initiated foreclosure proceedings with respect to the deed of trust. If true, US. Bank would have failed to timely seek relief within the applicable six-year limitations period and, consequently, would be barred from foreclosing on Silvernagel's property. Silvernagel would, then be entitled to the relief sought in their complaint.

(2021 Colo. App, LEXIS 1441 at 11-14, Emphasis added). Here, there is little difference in the facts, except that in this case the borrowers were discharged in bankruptcy on May 9, 2011, which means that under NRS § 106.240, which is a statute of repose, the deed of trust and FANNIE's ability to enforce it were terminated not later than May 9, 2021, ten years after the last possible payment became "wholly due."

Clarkson entered into a 30 year debt. Clarkson filed bankruptcy. The debt was fully and wholly accelerated. More than 10 years has passed since that acceleration. By operation of Nevada law, NRS § 106.240, the debt is conclusively deemed satisfied. FANNIE's desire not to accelerate is irrelevant. The Deed of Trust

and Note are subject to and not above federal law. The Note accelerated on May 9, 2011. The 10-year time to foreclose lapsed on May 9, 2021. FANNIE failed to timely foreclose. The debt is discharged and the Deed of Trust is of no effect or authority.

IV. CONCLUSION

Based on all the foregoing, Petitioner TRP FUND, VI, LLC respectfully requests that this honorable court issue a Stay or Injunction Pending Appeal pursuant to NRAP 8(a)(2), in order to prevent irreparable harm to TRP and to prevent a third-party purchaser at the foreclosure sale from being brought into the pending litigation.

DATED this 21st day of March, 2022.

Respectfully submitted by:
THE WRIGHT LAW GROUP, P.C.

/s/ John Henry Wright, Esq.
JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Telephone: (702) 405-0001
Facsimile: (702) 405-8454

Attorney for Appellant
TRP FUND VI, LLC

CERTIFICATE OF COMPLIANCE

1. I hereby certify that this Motion under NRAP 27(e) for Injunction/Stay Pending Appeal complies with the formatting requirements of NRAP Rule 32(a)(4), the typeface requirement of NRAP Rule 32(a)(5) and the type style requirement of NRAP Rule 32(a)(6) because this brief has been prepared in proportionately spaced typeface using WordPerfect X6 in 14 point and Times New Roman.

2. I further certify that this motion complies with the page- or typed-volume limitations of NRAP Rule 32(a)(7) because excluding the parts of the brief that are exempted by NRAP Rule 32(a)(7)(c), it is proportionately spaced, has a typeface of 14 points or more and contains 23 pages.

3. Finally, I hereby certify that I have read this motion, and to the best of my knowledge, information and belief, it is not frivolous or interposed for any improper purpose. I further certify that this motion complies with all applicable Nevada Rules of Appellate Procedure, in particular NRAP Rule 28(e)(1), which requires every assertion in the brief regarding matters in the record to be supported by a reference to the page and volume number, if any of the transcript or appendix

///

where the matter relied on is found. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 21st day of March, 2021.

Respectfully submitted by:
THE WRIGHT LAW GROUP, P.C.

/s/ John Henry Wright, Esq.
JOHN HENRY WRIGHT, ESQ.
Nevada Bar No. 6182
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Telephone: (702) 405-0001
Facsimile: (702) 405-8454

Attorney for Appellant
TRP FUND VI, LLC

CERTIFICATE OF SERVICE

I certify that I electronically filed on March 21, 2022, the foregoing **EMERGENCY MOTION UNDER NRAP 27(e) FOR INJUNCTION/ STAY PENDING APPEAL** with the Clerk of the Court for the Nevada Supreme Court by using the Court's electronic file and serve system. I further certify that all parties of record are either registered with the Court's electronic filing system or have consented to electronic service and that electronic service shall be made upon and in accordance with the Court's Master Service List.

I declare that I am employed in the office of a member of the bar of this Court at whose discretion the service was made.

I further certify that I served a copy of this document by electronically mailing a true and correct copy, to:

WRIGHT, FINLAY & ZAK, LLP

Christina V. Miller, Esq.

Hugo E. Hernandez-Diaz, Esq.

cmiller@wrightlegal.net

hhdiaz@wrightlegal.net

Attorneys for Defendants PHH Mortgage Corporation and Federal National Mortgage Association

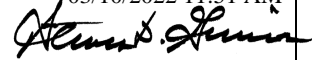
I further certify that I served a copy of this document by mailing a true and correct copy, thereof, postage prepaid, addressed to:

Honorable Susan Johnson
Eighth Judicial District Court
Department XXII
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155
Dept22LC@clarkcountycourts.us

/s/ Candi Ashdown

An Employee of **The Wright Law Group, P.C.**

EXHIBIT 1


CLERK OF THE COURT

ODM

ORDER

1 WRIGHT, FINLAY & ZAK, LLP
2 Christina V. Miller, Esq.
3 Nevada Bar No. 12448
4 Hugo E. Hernandez-Diaz, Esq.
5 Nevada Bar No. 15565
6 7785 W. Sahara Ave, Suite 200
7 Las Vegas, NV 89117
8 (702) 475-7964; Fax: (702) 946-1345
9 cmiller@wrightlegal.net
10 hhdiaz@wrightlegal.net

Attorneys for Defendants, PHH Mortgage Corporation and Federal National Mortgage Association

**DISTRICT COURT
CLARK COUNTY, NEVADA**

11 TRP FUND VI, LLC, a Delaware Limited
12 Liability Company,

13 Plaintiff,
14 vs.

15 QUALITY LOAN SERVICE
16 CORPORATION, a foreign corporation; PHH
17 MORTGAGE CORPORATION, a foreign
18 corporation; FEDERAL NATIONAL
19 MORTGAGE ASSOCIATION, a National
20 Banking Entity; DOES I through X, inclusive
21 and ROE ENTITIES XI through XX,

22 Defendants.

Case No.: A-22-848493-C
Dept. No.: 22

**ORDER DENYING MOTION FOR
PRELIMINARY INJUNCTION AND
DISSOLVING TEMPORARY
RESTRAINING ORDER**

23 This Court previously entered a Temporary Restraining Order on February 17, 2022,
24 pending hearing on Plaintiff TRP Fund VI, LLC's ("Plaintiff") Motion for Preliminary
25 Injunction ("Motion"). Defendants PHH Mortgage Corporation and Federal National Mortgage
26 Association (collectively "Defendants") filed an Opposition to the Motion and Plaintiff filed a
27 Reply in support. A hearing was held on March 1, 2022, attended by John Wright, Esq., counsel
28 of record for Plaintiff, and Christina V. Miller, Esq., counsel of record for Defendants. Having
considered the parties' written briefs and oral argument presented at the hearing, the Court enters
the following decision:

///

1 Plaintiff seeks a preliminary injunction in order to enjoin foreclosure under the first
2 position Deed of Trust, recorded against the Property on June 30, 2008. Plaintiff argues that it
3 will suffer irreparable harm if the foreclosure sale proceeds and that Plaintiff has a likelihood of
4 success on the merits of its claims to justify entry of an injunction. Specifically, Plaintiff's
5 Complaint seeks quiet title, declaratory relief, and cancellation of the Deed of Trust because the
6 loan secured by the Deed of Trust was allegedly accelerated more than 10 years prior when the
7 original borrowers obtained a discharge of their personal repayment obligation in bankruptcy such
8 that the Deed of Trust is now allegedly extinguished by operation of NRS 106.240.

9 A preliminary injunction is available where the movant shows it enjoys a reasonable
10 probability of success on the merits, and the defendant's conduct, if allowed to continue, will
11 result in irreparable harm for which compensatory damage is an inadequate remedy. *Dangberg*
12 *Holdings Nev., LLC v. Douglas County*, 115 Nev. 129, 978 P.2d 311 (1999); *S.O.C., Inc. v. Mirage*
13 *Casino-Hotel*, 117 Nev. 403, 23 P.3d 243 (2001). The balance of hardships between the parties
14 should also be considered. *Ottenheimer v. Real Estate Division*, 91 Nev. 338, 535 P.3d 1284
15 (1975).

16 This Court finds that Plaintiff has not shown that it has a reasonable probability of success
17 on the merits of its claims.

18 First, the bankruptcy discharge did not make the loan "wholly due." A bankruptcy
19 discharge *excuses* the borrower from its obligation to make further payments and *precludes* the
20 lender from enforcing the borrower's personal credit obligation; it does not render the loan
21 "wholly due." *See* 11 U.S.C. § 524. Deeds of trust embody a security interest in the corresponding
22 real property, and unlike the personal debt obligations they secure, deeds of trust remain
23 enforceable after a bankruptcy discharge. As the Bankruptcy Court has explained, a "Chapter 7
24 discharge relieve[s] the Debtor of his personal liability for his prebankruptcy debts, but [does] not
25 affect the [corresponding] liens." *In re Mirchou*, 588 B.R. 555, 571 (D. Nev. Bankr. 2018).

26 Second, even if NRS 106.240 was triggered by the borrowers' bankruptcy discharge, NRS
27 106.240 is a conclusive presumption, by its express terms, and is not a statute of repose. As such,
28 this Court may take equitable considerations into account to determine whether the 10-year period

1 set forth in NRS 106.240 was tolled by the Prior Quiet Title Action (as defined in Defendants'
2 Opposition) and independently by the U.S. Department of Housing and Urban Development
3 COVID-19 foreclosure moratorium.

4 Accordingly,

5 IT IS HEREBY ORDERED that Plaintiff's Motion for Preliminary Injunction is
6 DENIED.

7 IT IS FURTHER ORDERED that the Temporary Restraining Order, entered on February
8 17, 2022, is dissolved and of no further force and effect.

9 IT IS SO ORDERED.

10 ~~DATED~~ _____.

Dated this 10th day of March, 2022



11
12 _____
13 DISTRICT COURT JUDGE

199 869 1823 9CFC

Susan Johnson

District Court Judge

14
15
16 Respectfully submitted by:

17 WRIGHT, FINLAY & ZAK, LLP

18
19 /s/ Christina V. Miller

Christina V. Miller, Esq.

20 Nevada Bar No. 12448

Hugo E. Hernandez-Diaz, Esq.

21 Nevada Bar No. 15565

22 7785 W. Sahara Ave, Suite 200

Las Vegas, NV 89117

23 *Attorney for Defendants,*

24 *PHH Mortgage Corporation and*

Federal National Mortgage Association

Approved as to form and content:

THE WRIGHT LAW GROUP, P.C.

/s/ John Henry Wright (with permission)

John Henry Wright, Esq.

Nevada Bar No. 6182

2340 Paseo Del Prado, Suite D-305

Las Vegas, NV 89102

Attorneys for Plaintiff, TRP Fund VI, LLC

Jason D. Craig

From: John Wright <john@wrightlawgroupnv.com>
Sent: Thursday, March 10, 2022 10:01 AM
To: Hugo Hernandez-Diaz
Cc: Jason D. Craig; Christina V. Miller
Subject: RE: TRP Fund VI, LLC v. Quality Loan Service Corporation, et al. - Case No. A-22-84893-C RAVANUSA

Follow Up Flag: Follow up
Flag Status: Flagged

You may esign for me.

Did this go to sale or is the sale pending on another date?

John Henry Wright, Esq.

The Wright Law Group, P.C.
2340 Paseo Del Prado, Suite D-305
Las Vegas, Nevada 89102
Telephone: (702) 405-0001
Facsimile: (702) 405-8454
john@wrightlawgroupnv.com



From: Hugo Hernandez-Diaz <hhhdiaz@wrightlegal.net>
Sent: Thursday, March 10, 2022 9:21 AM
To: John Wright <john@wrightlawgroupnv.com>
Cc: Jason D. Craig <jcraig@wrightlegal.net>; Christina V. Miller <cmiller@wrightlegal.net>
Subject: TRP Fund VI, LLC v. Quality Loan Service Corporation, et al. - Case No. A-22-84893-C

Good morning John,

Attached is the proposed Order denying Plaintiff's Motion for Preliminary Injunction for your review. Please let me know if we may add your e-signature. Thank you.

Hugo E. Hernandez-Diaz, Esq.
Attorney



7785 W. Sahara Ave., Suite 200
Las Vegas, NV, 89117
Fax: (702) 946-1345
Off: (702) 475-3820

hhdiaz@wrightlegal.net

**Wright, Finlay & Zak: Your Counsel for
California, Nevada, Arizona, Washington,
Oregon, Utah, Hawaii, South Dakota, and
Texas**



NAMWOLF
LAW FIRM MEMBER

For escalated communications on matters, please
contact Christina V. Miller, Esq. at
cmiller@wrightlegal.net or (702) 706-1408.

PLEASE BE ADVISED THAT THIS FIRM IS A DEBT
COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE. **IF YOU ARE A CONSUMER AND
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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 TRP Fund VI LLC, Plaintiff(s) | CASE NO: A-22-848493-C
7 vs. | DEPT. NO. Department 22
8 Quality Loan Service
9 Corporation, Defendant(s)

10
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District
13 Court. The foregoing Order Denying 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:

14 Service Date: 3/10/2022

15 Kristin Schuler-Hintz	DCNV@mccarthyholthus.com
16 DEFAULT ACCOUNT	NVefile@wrightlegal.net
17 Jason Craig	jrcraig@wrightlegal.net
18 John Wright	efile@wrightlawgroupnv.com
19 Kristin Schuler-Hintz	Khintz@mccarthyholthus.com
20 Hugo Hernandez-Diaz	hhdiaz@wrightlegal.net

21
22
23
24
25
26
27
28

EXHIBIT 2

15

4-1

20080630-0004235

WHEN RECORDED MAIL TO:
John Clarkson and Mitzi Clarkson
1700 Ravanusa Avenue
Henderson, NV 89052

This Space Reser
Only

Fee: \$16.00 RPTT: \$1,764.60
N/C Fee: \$0.00
06/30/2008 14:58:58
T20080129928
Requestor:
EQUITY TITLE OF NEVADA
Debbie Conway JLB
Clark County Recorder Pgs: 4

TAX STATEMENTS TO:
SAME AS ABOVE

APN NO. 191-01-418-004
Affix RPTT: \$1,764.09
ESCROW NO.: 203919-RR

#08750196.

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH THAT:

Citibank, N.A., as Trustee

in consideration of the sum of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged,
do hereby Grant, Bargain Sell and convey to

Mitzi Clarkson and John Clarkson, Wife and Husband as Joint Tenants

all that real property situate in the County of **Clark**, State of Nevada, described as follows:

**AS PER EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A
PART HEREOF**

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto
belonging to in anywise appertaining.



SUBJECT TO:

1. General and special taxes for the current fiscal year 2007/2008.
2. Covenants, conditions, restrictions, rights of way, easements and reservations of record.
- 3.

Citibank, N.A., as Trustee

By: _____

EMC Mortgage Corporation, It's Attorney in Fact

SUSAN F. CHRISTY
VICE PRESIDENT

STATE OF Texas
COUNTY OF Denton
On 10/5/08

} ss:



Personally appeared before me, a Notary Public

SUSAN F. CHRISTY
VICE PRESIDENT

Who acknowledged that he/she/they executed the above instrument.

Notary Public



My commission expires:



EXHIBIT "A"

PARCEL I:

Lot Four (4) in Block One (1) of **FINAL MAP OF SEVEN HILLS PARCEL T1-UNIT 3**, as shown by map thereof on file in Book 92 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada, and amended by Certificate of Amendment recorded December 20, 1999 in Book 991220 as Document No. 00991, and amended by that Certificate of Amendment recorded June 30, 2000 in Book 20000630 as Document No. 00748, of Official Records, Clark County, Nevada.

PARCEL II:

A non-exclusive easement for ingress, egress and recreational use of the private drives and common elements and provided for in and subject to that certain Declaration of Covenants, Conditions and Restrictions for Seven Hills, recorded October 12, 1995 in Book 951012 as Document No. 00849, Official Records.



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
191-01-418-004

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY	
Document Instrument No.:	
Book:	Page:
Date of Recording:	
Notes: <i>A.U. JCB</i>	

3. Total Value/Sales Price of Property: \$ 345,900.00

Deed in Lieu of Foreclosure Only (value of property)
\$ _____

Transfer Tax Value per NRS 375.010, Section 2: \$ 345,900.00
Real Property Transfer Tax Due: \$ 1,764.90

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 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 *[Signature]* **SUSAN F. CHRISTY** Capacity Grantor
VICE PRESIDENT

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION
(Required)

BUYER (GRANTEE) INFORMATION
(Required)

Name: *Citi Bank, N.A. as Trustee*

Name: John Clarkson and Mitzi Clarkson

Address: *800 State Hwy. 121 Bypass*

Address: 1700 Ravanusa Avenue

City, State, Zip *LEWISVILLE, TX 75062*

City, State, Zip Henderson, NV 89052

COMPANY REQUESTING RECORDING

Co. Name: Equity Title of Nevada

Order #: 08750196

Address: 7360 W. Flamingo Rd.

City: Las Vegas

State NV.

Zip: 89147



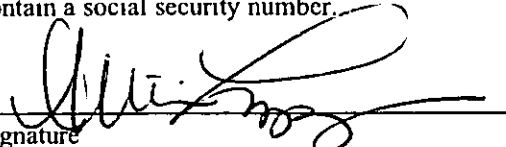
4235

EXHIBIT 3

17 (21)

20080630-0004237

I hereby affirm that this document submitted for recording does not contain a social security number.


Signature
Print name & title Daydra Crampton Processor

Fee: \$34.00
N/C Fee: \$0.00
06/30/2008 14:58:58
T20080129928
Requestor:
EQUITY TITLE OF NEVADA
Debbie Conway JLB
Clark County Recorder Pgs: 21

APN# 191-01-418-004

~~Recording Requested By:~~

Name: GMAC Mortgage, LLC dba ditech

Address: 3200 Park Center Dr. Suite 150

Accommodation Only

City/State/Zip: Costa Mesa , CA 92626

#08750196. Deed of Trust

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from of document), Book recorded County Recorder office.	Page (date) in the	Document #	(type
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If Surveyor, please provide name and address.

All attached legal Description

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

This cover page must be typed.

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NV Affirmation Cover Sheet - 2/06

VMP ® -368C(NV) (0602)



Assessor's Parcel Number:

191-01-418-004

Return To: *Mail tax statements to.*
GMAC Mortgage, LLC dba ditech
3200 Park Center Dr. Suite 150
Costa Mesa, CA 92626

Prepared By:

Daydra Crampton

Recording Requested By:

GMAC Mortgage, LLC dba ditech
3200 Park Center Dr. Suite 150
Costa Mesa, CA 92626

~~4089~~ [Space Above This Line For Recording Data]
#08750196. DEED OF TRUST MIN 100037506570344490

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 06/26/2008, together with all Riders to this document.

(B) "Borrower" is **Mitzi L. Clarkson and John Clarkson**, Wife and Husband

MLC by JC As Joint Tenants
JC

Borrower is the trustor under this Security Instrument.

(C) "Lender" is **GMAC Mortgage, LLC dba ditech**

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

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VMP Mortgage Solutions, Inc.



Lender is a **Residential Mortgage Lender**
organized and existing under the laws of **Delaware**

Lender's address is **3200 Park Center Dr. Suite 150, Costa Mesa, CA 92626**

(D) "Trustee" is **ETS Services, LLC**

(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 **06/26/2008**

The Note states that Borrower owes Lender **Two Hundred Seventy Six Thousand Seven Hundred Twenty** Dollars

(U.S. \$ **276,720.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **July 1, 2038**

(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"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

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

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

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

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

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

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

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

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

(R) "Successor 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]:

The Assessor's Parcel Number (Property Tax ID#) for the Real Property is 191-01-418-004. See Attached Legal Description

Parcel ID Number: **191-01-418-004**
1700 Ravanusa Drive
Henderson
("Property Address"):

which currently has the address of
[Street]
[City], Nevada **89052-3104** [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

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of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives

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Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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

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

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the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

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

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

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

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

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

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

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16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or 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 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

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one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

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

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

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

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

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

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

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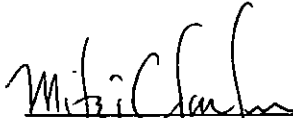
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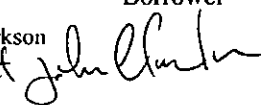


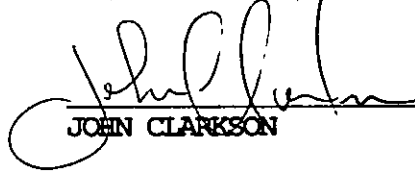
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


MITZI CLARKSON (Seal)
-Borrower

by her Attorney In Fact John Clarkson

by her Attorney in Fact 


JOHN CLARKSON (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower


_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

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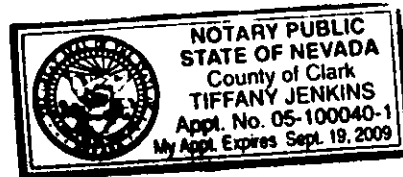
STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on June 26, 2008 by
John Clarkson

All attached Titrat for
MITZI Clarkson

Tiffany Jenkins

Mail Tax Statements To:



Escrow No.: 08750196

NOTARY ACKNOWLEDGEMENT

ATTACHED TO:
DEED OF TRUST

STATE OF NEVADA)
)SS
COUNTY OF CLARK)

On this 26th day of June, 2008, before
me, a Notary Public in and for said County and State, personally appeared
John Clarkson
known to me to be the person whose name is subscribed to the within instrument
as the Attorney in Fact of Mitzi Clarkson
and who acknowledged to me that _____ (he/she) subscribed the name of
Mitzi Clarkson thereto and _____ (his/her)
own name as Attorney in Fact.

WITNESS my hand and official seal.

(Notarial Seal)

Tiffany Jenkins
Notary Public in and for said County and State

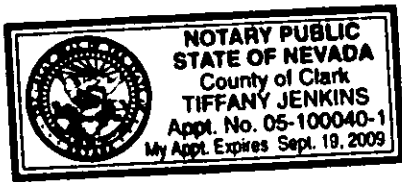


Exhibit A

PARCEL I:

Lot Four (4) in Block One (1) of **FINAL MAP OF SEVEN HILLS PARCEL T1-UNIT 3**, as shown by map thereof on file in Book 92 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada, and amended by Certificate of Amendment recorded December 20, 1999 in Book 991220 as Document No. 00991, and amended by that Certificate of Amendment recorded June 30, 2000 in Book 20000630 as Document No. 00748, of Official Records, Clark County, Nevada.

PARCEL II:

A non-exclusive easement for ingress, egress and recreational use of the private drives and common elements and provided for in and subject to that certain Declaration of Covenants, Conditions and Restrictions for Seven Hills, recorded October 12, 1995 in Book 951012 as Document No. 00849, Official Records.



PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **Twenty-Sixth** day of **June, 2008**, 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 **GMAC Mortgage, LLC dba ditech**

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at: **1700 Ravanusa Drive, Henderson, NV 89052-3104**

[Property Address]

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

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

[Name of Planned Unit Development]

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

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

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

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MULTISTATE PUD RIDER- Single Family - FannieMae/FreddieMac UNIFORM INSTRUMENT Form 3150 1/01

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

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

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

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

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

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

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

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

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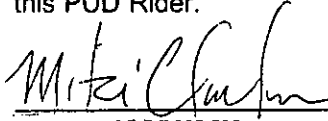
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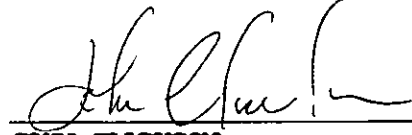
MLC by JC
JC


Form 3150 1/01



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


MITZI CLARKSON (Seal)
-Borrower


JOHN CLARKSON (Seal)
-Borrower

by her Attorney In Fact John Clarkson
by her Attorney in fact 
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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-Borrower

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-Borrower

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EXHIBIT 4

B1 (Official Form 1)(4/10)

United States Bankruptcy Court District of Nevada				Voluntary Petition	
Name of Debtor (if individual, enter Last, First, Middle): Clarkson, John F			Name of Joint Debtor (Spouse) (Last, First, Middle): Clarkson, Mitzi L		
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):			All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):		
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-1712			Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) xxx-xx-6276		
Street Address of Debtor (No. and Street, City, and State): 1700 Ravanusa Drive Henderson, NV <div style="text-align: right;">ZIP Code 89052</div>			Street Address of Joint Debtor (No. and Street, City, and State): 1700 Ravanusa Drive Henderson, NV <div style="text-align: right;">ZIP Code 89052</div>		
County of Residence or of the Principal Place of Business: Clark			County of Residence or of the Principal Place of Business: Clark		
Mailing Address of Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>			Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right;">ZIP Code</div>		
Location of Principal Assets of Business Debtor (if different from street address above):					
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)		Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input type="checkbox"/> Other <hr/> Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).		Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding <hr/> Nature of Debts (Check one box) <input checked="" type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input type="checkbox"/> Debts are primarily business debts.	
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.			Chapter 11 Debtors (Check one box): <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,343,300 (<i>amount subject to adjustment on 4/01/13 and every three years thereafter</i>). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).		
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.				THIS SPACE IS FOR COURT USE ONLY	
Estimated Number of Creditors <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> 1-49</div> <div><input checked="" type="checkbox"/> 50-99</div> <div><input type="checkbox"/> 100-199</div> <div><input type="checkbox"/> 200-999</div> <div><input type="checkbox"/> 1,000-5,000</div> <div><input type="checkbox"/> 5,001-10,000</div> <div><input type="checkbox"/> 10,001-25,000</div> <div><input type="checkbox"/> 25,001-50,000</div> <div><input type="checkbox"/> 50,001-100,000</div> <div><input type="checkbox"/> OVER 100,000</div> </div>					
Estimated Assets <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input type="checkbox"/> \$100,001 to \$500,000</div> <div><input checked="" type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input type="checkbox"/> More than \$1 billion</div> </div>					
Estimated Liabilities <div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> \$0 to \$50,000</div> <div><input type="checkbox"/> \$50,001 to \$100,000</div> <div><input checked="" type="checkbox"/> \$100,001 to \$500,000</div> <div><input type="checkbox"/> \$500,001 to \$1 million</div> <div><input type="checkbox"/> \$1,000,001 to \$10 million</div> <div><input type="checkbox"/> \$10,000,001 to \$50 million</div> <div><input type="checkbox"/> \$50,000,001 to \$100 million</div> <div><input type="checkbox"/> \$100,000,001 to \$500 million</div> <div><input type="checkbox"/> \$500,000,001 to \$1 billion</div> <div><input type="checkbox"/> More than \$1 billion</div> </div>					

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): Clarkson, John F Clarkson, Mitzi L	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)			
Location Where Filed: - None -	Case Number:	Date Filed:	
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: - None -	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts.) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b). <div style="display: flex; justify-content: space-between;"> <div> X /s/ Robert Atkinson Signature of Attorney for Debtor(s) Robert Atkinson 9958 </div> <div style="text-align: right;"> February 1, 2011 (Date) </div> </div>	
Exhibit C			
Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety? <input type="checkbox"/> Yes, and Exhibit C is attached and made a part of this petition. <input checked="" type="checkbox"/> No.			
Exhibit D			
(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.) <input checked="" type="checkbox"/> Exhibit D completed and signed by the debtor is attached and made a part of this petition. If this is a joint petition: <input checked="" type="checkbox"/> Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.			
Information Regarding the Debtor - Venue (Check any applicable box)			
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District. <input type="checkbox"/> Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.			
Certification by a Debtor Who Resides as a Tenant of Residential Property (Check all applicable boxes)			
<input type="checkbox"/> Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.) <div style="margin-left: 40px;"> _____ (Name of landlord that obtained judgment) </div> <div style="margin-left: 40px;"> _____ (Address of landlord) </div>			
<input type="checkbox"/> Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and <input type="checkbox"/> Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition. <input type="checkbox"/> Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).			

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Clarkson, John F**Clarkson, Mitzi L****Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.

[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. [If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ John F ClarksonSignature of Debtor **John F Clarkson****X /s/ Mitzi L Clarkson**Signature of Joint Debtor **Mitzi L Clarkson**

Telephone Number (If not represented by attorney)

February 1, 2011

Date

Signature of Attorney***X /s/ Robert Atkinson**

Signature of Attorney for Debtor(s)

Robert Atkinson 9958

Printed Name of Attorney for Debtor(s)

Kupperlin Law Group, LLC

Firm Name

**10120 S. Eastern Ave Suite 202
Henderson, NV 89052**

Address

Email: **bknotices@kupperlin.com****(702) 614-0600 Fax: (702) 614-0647**

Telephone Number

February 1, 2011

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X

Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X

Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X

Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
District of Nevada**

In re **John F Clarkson
Mitzi L Clarkson**

Debtor(s)

Case No. _____
Chapter **7**

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ John F Clarkson
John F Clarkson

Date: February 1, 2011

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
District of Nevada**

In re John F Clarkson
Mitzi L Clarkson

Debtor(s)

Case No. _____
Chapter 7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Mitzi L Clarkson

Mitzi L Clarkson

Date: February 1, 2011

WARNING: Effective December 1, 2009, the 15-day deadline to file schedules and certain other documents under Bankruptcy Rule 1007(c) is shortened to 14 days. For further information, see note at bottom of page 2

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA**

**NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$39 administrative fee, \$15 trustee surcharge: Total Fee \$299)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$39 administrative fee: Total fee \$274)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1000 filing fee, \$39 administrative fee: Total fee \$1039)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$39 administrative fee: Total fee \$239)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

Many filing deadlines change on December 1, 2009. Of special note, 12 rules that set 15 days to act are amended to require action within 14 days, including Rule 1007(c), filing the initial case papers; Rule 3015(b), filing a chapter 13 plan; Rule 8009(a), filing appellate briefs; and Rules 1019, 1020, 2015, 2015.1, 2016, 4001, 4002, 6004, and 6007.

B 201B (Form 201B) (12/09)

United States Bankruptcy Court
District of Nevada

In re **John F Clarkson**
Mitzi L Clarkson

Debtor(s)

Case No.

Chapter

7

CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

John F Clarkson
Mitzi L Clarkson

Printed Name(s) of Debtor(s)

X **/s/ John F Clarkson**

Signature of Debtor

February 1, 2011

Date

Case No. (if known)

X **/s/ Mitzi L Clarkson**

Signature of Joint Debtor (if any)

February 1, 2011

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court
District of Nevada

In re **John F Clarkson,**
Mitzi L Clarkson

Debtors

Case No. _____

Chapter 7

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	275,000.00		
B - Personal Property	Yes	4	249,581.72		
C - Property Claimed as Exempt	Yes	2			
D - Creditors Holding Secured Claims	Yes	1		268,900.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	1		0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	16		126,927.63	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			4,950.29
J - Current Expenditures of Individual Debtor(s)	Yes	2			4,930.43
Total Number of Sheets of ALL Schedules		30			
Total Assets			524,581.72		
Total Liabilities				395,827.63	

United States Bankruptcy Court
District of Nevada

In re **John F Clarkson,**
Mitzi L Clarkson

Debtors

Case No. _____

Chapter 7

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☐ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	0.00
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	0.00
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	0.00
Student Loan Obligations (from Schedule F)	0.00
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	0.00
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	0.00
TOTAL	0.00

State the following:

Average Income (from Schedule I, Line 16)	4,950.29
Average Expenses (from Schedule J, Line 18)	4,930.43
Current Monthly Income (from Form 22A Line 12; OR, Form 22B Line 11; OR, Form 22C Line 20)	5,605.85

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		0.00
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column	0.00	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		0.00
4. Total from Schedule F		126,927.63
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		126,927.63

B6A (Official Form 6A) (12/07)

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Residence: 5BR and 3BA Location: 1700 Ravanusa Dr, Henderson, NV 89052	Fee simple	J	275,000.00	268,900.00

Sub-Total > **275,000.00** (Total of this page)

Total > **275,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand		Cash on hand	J	32.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking: XXXX8234 Location: WELLS FARGO	J	138.72
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Kitchenware, linens, household accessories, small tools	J	600.00
		Couch and loveseat, end table coffee table, dining table with 6 chairs, office desk with chair, 2 beds, dresser, armoire, 2 night stands	J	1,000.00
		Washer & dryer, refrigerator	J	300.00
		TVs, 2 laptops, 2 desktops	J	500.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Clothes and shoes	J	450.00
7. Furs and jewelry.		Gold bracelet, tennis bracelet	J	800.00
		Wedding rings (2)	J	1,000.00
8. Firearms and sports, photographic, and other hobby equipment.		1 hand gun	J	300.00

Sub-Total > **5,120.72**
(Total of this page)

3 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
		Small tools ***Trade tools used daily in profession as an engineer***	J	475.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.		401(k): XXXX1189 Location: Vanguard	J	53,757.00
		Employee stock ownership program (ESOP) XXXX1712 Location: Kleinfelder West Inc	H	173,229.00
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.		2010 Income tax refund, if any	C	Unknown

Sub-Total > **227,461.00**
(Total of this page)

Sheet 1 of 3 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		2001 Mazda B 3000 regular cab short bed pick up, 144000 miles, fair condition ***KBB value shown; owned outright*** ***Vehicle was paid for by Evan Clarkson (son) from his own savings. He is not of legal age to own and register vehicle in his name***	J	1,450.00
		2001 Mitsubishi Eclipse, 70000 miles, fair condition ***KBB value shown; owned outright***	J	2,425.00
		2006 Acura MDX, 76000 miles, fair condition ***KBB value shown; owned outright***	J	13,125.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			

Sub-Total > **17,000.00**
(Total of this page)

Sheet 2 of 3 continuation sheets attached
to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	2 dogs		J	0.00
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total > **0.00**
(Total of this page)

Total > **249,581.72**

(Report also on Summary of Schedules)

Sheet **3** of **3** continuation sheets attached
to the Schedule of Personal Property

B6C (Official Form 6C) (4/10)

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:

(Check one box)

☐ 11 U.S.C. §522(b)(2)☒ 11 U.S.C. §522(b)(3)☐ Check if debtor claims a homestead exemption that exceeds
\$146,450. (Amount subject to adjustment on 4/1/13, and every three years thereafter
with respect to cases commenced on or after the date of adjustment.)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
Real Property			
Residence: 5BR and 3BA	Nev. Rev. Stat. § 21.090(1)(m)	6,100.00	275,000.00
Location: 1700 Ravanusa Dr, Henderson, NV 89052			
Cash on Hand			
Cash on hand	Nev. Rev. Stat. § 21.090(1)(z)	32.00	32.00
Checking, Savings, or Other Financial Accounts, Certificates of Deposit			
Checking: XXXX8234	Nev. Rev. Stat. § 21.090(1)(z)	138.72	138.72
Location: WELLS FARGO			
Household Goods and Furnishings			
Kitchenware, linens, household accessories, small tools	Nev. Rev. Stat. § 21.090(1)(b)	600.00	600.00
Couch and loveseat, end table coffee table, dining table with 6 chairs, office desk with chair, 2 beds, dresser, armoire, 2 night stands	Nev. Rev. Stat. § 21.090(1)(b)	1,000.00	1,000.00
Washer & dryer, refrigerator	Nev. Rev. Stat. § 21.090(1)(b)	300.00	300.00
TVs, 2 laptops, 2 desktops	Nev. Rev. Stat. § 21.090(1)(b)	500.00	500.00
Wearing Apparel			
Clothes and shoes	Nev. Rev. Stat. § 21.090(1)(b)	450.00	450.00
Furs and Jewelry			
Gold bracelet, tennis bracelet	Nev. Rev. Stat. § 21.090(1)(a)	800.00	800.00
Wedding rings (2)	Nev. Rev. Stat. § 21.090(1)(a)	1,000.00	1,000.00
Firearms and Sports, Photographic and Other Hobby Equipment			
1 hand gun	Nev. Rev. Stat. § 21.090(1)(i)	300.00	300.00
Small tools	Nev. Rev. Stat. § 21.090(1)(d)	475.00	475.00
Trade tools used daily in profession as an engineer			
Interests in IRA, ERISA, Keogh, or Other Pension or Profit Sharing Plans			
401(k): XXXX1189	Nev. Rev. Stat. § 21.090(1)(r)	53,757.00	53,757.00
Location: Vanguard			
Employee stock ownership program (ESOP)	Nev. Rev. Stat. § 21.090(1)(r)	173,229.00	173,229.00
XXXX1712			
Location: Kleinfelder West Inc			
Other Liquidated Debts Owing Debtor Including Tax Refund			
2010 Income tax refund, if any	Nev. Rev. Stat. § 21.090(1)(z)	1,829.28	Unknown

B6C (Official Form 6C) (4/10) -- Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

(Continuation Sheet)

Description of Property	Specify Law Providing Each Exemption	Value of Claimed Exemption	Current Value of Property Without Deducting Exemption
<u>Automobiles, Trucks, Trailers, and Other Vehicles</u>			
2001 Mitsubishi Eclipse, 70000 miles, fair condition ***KBB value shown; owned outright***	Nev. Rev. Stat. § 21.090(1)(f)	2,425.00	2,425.00
2006 Acura MDX, 76000 miles, fair condition ***KBB value shown; owned outright***	Nev. Rev. Stat. § 21.090(1)(f)	13,125.00	13,125.00

Case No. _____

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

Total

(Report on Summary of Schedules)

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)☐ **Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

B6F (Official Form 6F) (12/07)

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H U S B A N D W I F E J O I N T C O M M U N I T Y	H U S B A N D W I F E J O I N T C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxxxxxxx0415 ABN AMRO Mortgage Group/Citimortgage Citi Mortgage Inc. Po Box 79022 Ms322 St Louis, OH 63179		C	Opened 2/01/96 Last Active 2/01/01 ConventionalRealEstateMortgage				0.00
Account No. xxxxxxxxxxxxxx7382 American Express c/o Becket and Lee LLP Po Box 3001 Malvern, PA 19355		C	Opened 12/01/01 Last Active 4/01/05 CreditCard				0.00
Account No. xxxxxx3288 American Home Mtg Srv P.O. Box 660029 Dallas, TX 75266-0029		C	Opened 5/01/06 Last Active 7/13/06 ConventionalRealEstateMortgage				Unknown
Account No. xxxxxxxxxxxxxx3193 Amex c/o Beckett & Lee Po Box 3001 Malvern, PA 19355		H	Opened 10/01/95 Last Active 11/01/01 CreditCard				0.00
Subtotal (Total of this page)							0.00

15 continuation sheets attached

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxx7166	C	Opened 5/01/06 Last Active 9/27/09 ConventionalRealEstateMortgage				Unknown
Bac Home Loans Servi 450 American St Simi Valley, CA 93065						
Account No. xxxx6605	C	Opened 7/01/03 Last Active 4/01/06 ConventionalRealEstateMortgage				0.00
Bac Home Loans Servi 450 American St Simi Valley, CA 93065						
Account No. xxxx4049	C	Opened 11/01/02 Last Active 2/01/03 ConventionalRealEstateMortgage				0.00
Bac Home Loans Servi 450 American St Simi Valley, CA 93065						
Account No. xxxxxxxxxx1699	C	Opened 5/01/07 Last Active 8/25/10 CreditLineSecured				99,991.00
Bank Of America 4161 Piedmont Pkwy Greensboro, NC 27410						
Account No. 4698	C	Opened 4/01/97 Last Active 5/28/98 CreditCard				0.00
Bank Of America Attn: Bankruptcy NC4-105-03-14 Po Box 26012 Greensboro, NC 27410						
Sheet no. <u>1</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						99,991.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxxxxxxxxx3095 Bank Of America Po Box 17054 Wilmington, DE 19850	C	Opened 8/01/00 Last Active 1/07/09 CreditCard				0.00
Account No. xxxxxxxxxxx9205 Bank Of America Attn: Bankruptcy NC4-105-02-99 Po Box 26012 Greensboro, NC 27420	C	Opened 11/01/03 Last Active 2/01/05 Automobile				0.00
Account No. 7808 Bank Of America Attn: Bankruptcy NC4-105-03-14 Po Box 26012 Greensboro, NC 27410	C	Opened 3/01/06 Last Active 9/01/08 CreditCard				0.00
Account No. xxxxxxxxxxx4140 Bank Of America Attn: Bankruptcy NC4-105-03-14 Po Box 26012 Greensboro, NC 27410	C	Opened 3/28/06 Last Active 10/21/08 CreditCard				0.00
Account No. Unknown Bank of America Attn: Bankruptcy CA6-919-01-41 Po Box 5170 Simi Valley, CA 93062	C	Unknown Credit card				0.00
Sheet no. 2 of 15 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxxxx4555 Bank Of Stockton 301 E Miner Ave Stockton, CA 95202			H	Opened 11/01/03 Last Active 1/13/05 Automobile				0.00
Account No. Unknown Candica, LLC c/o Weinstein and Riley, PS 2001 Western Ave Ste 400 Seattle, WA 98121				Unknown Debt collector				0.00
Account No. xxxxxxxxxxxx1146 Capital One, N.a. Bankruptcy Dept Po Box 5155 Norcross, GA 30091			C	Opened 2/01/95 Last Active 12/01/03 CreditCard				0.00
Account No. xxxxxxxxxxxx3843 Cath/soanb Po Box 182273 Columbus, OH 43218			C	Opened 8/18/04 Last Active 12/18/09 CreditCard				0.00
Account No. Unknown Cavalry Portfolio Services 7 SKYLINE DR STE 350 Hawthorne, NY 10532-2162				Unknown Debt collector				0.00
Sheet no. <u>3</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page) 0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx4195 Chase Po Box 15298 Wilmington, DE 19850	C	Opened 3/01/98 Last Active 4/04/02 CreditCard				0.00
Account No. xxxxxxxxxxxx0498 Chase Po Box 15298 Wilmington, DE 19850	C	Opened 6/01/01 Last Active 1/30/05 CreditCard				0.00
Account No. xxxxxxxxxxxx5535 Chase Mht Bk Attn: Bankruptcy Po Box 15145 Wilmington, DE 19850	C	Opened 6/24/01 Last Active 8/01/02 CreditCard				0.00
Account No. xxxxxxxxxxxx3550 Chase- Tjx Po Box 15298 Wilmington, DE 19850	C	Opened 8/01/08 Last Active 9/10/10 CreditCard				0.00
Account No. xxxxxxxxxxxx4345 Chase-pier1 Attn: Recovery Po Box 15298 Wilmington, DE 19850	C	Opened 10/01/02 Last Active 11/22/02 CreditCard				0.00
Sheet no. <u>4</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx2458 Chase-pier1 Attn: Recovery Po Box 15298 Wilmington, DE 19850	C	Opened 4/01/05 Last Active 5/13/05 CreditCard				0.00
Account No. xxxxxxxxxxxx4055 Childrens Place Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	C	Opened 7/01/04 Last Active 9/20/04 ChargeAccount				0.00
Account No. xxxxxxxxxxxx0296 Citi Po Box 6241 Sioux Falls, SD 57117	C	Opened 3/01/96 Last Active 9/03/01 CreditCard				0.00
Account No. Unknown Citibank South Dakota NA Exception Payment Processing PO Box 6305 The Lakes, NV 88901-6305		Unknown Parent corporation (listed for precaution)				0.00
Account No. xxxxxxxxxxxx8078 Citibank Usa Citicard Credit Srvs/Centralized Bankrup Po Box 20507 Kansas City, MO 64195	H	Opened 12/01/07 Last Active 2/15/08 ChargeAccount				0.00
Sheet no. <u>5</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx0578 Citibank Usa Citicard Credit Srvs/Centralized Bankrup Po Box 20507 Kansas City, MO 64195	H	Opened 6/21/06 Last Active 6/08/07 ChargeAccount				0.00
Account No. xxxxxxxxxxxx4371 Citibank Usa Citicard Credit Srvs/Centralized Bankrup Po Box 20507 Kansas City, MO 64195	H	Opened 5/01/99 Last Active 6/17/99 ChargeAccount				0.00
Account No. xxxxxxxxxxxx1698 Ctbk/gardner Attn: Bankruptcy Po Box 5263 Carol Stream, IL 60197	H	Opened 9/05/05 Last Active 10/20/07 ChargeAccount				0.00
Account No. xxxxxxxxxxxxxx9196 Dell Financial Services Attn: Bankruptcy Dept. Po Box 81577 Austin, TX 78708	C	Opened 4/01/04 Last Active 6/03/04 ChargeAccount				0.00
Account No. xxxxxxxxxxxxxx9979 Discover Fin Po Box 6103 Carol Stream, IL 60197	C	Opened 3/01/99 Last Active 11/21/10 CreditCard				10,319.00
Sheet no. <u>6</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						10,319.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No. xxxxxxxxxxxx0173 Discover Fin Po Box 6103 Carol Stream, IL 60197	C	Opened 1/01/90 Last Active 11/28/06 CreditCard						0.00
Account No. Unknown eCast Settlement Corp PO Box 35480 Newark, NJ 07193-5480		Unknown Debt collector						0.00
Account No. Unknown Fannie Mae 3900 Wisconsin Ave NW Washington, DC 20016-2892		Unknown Mortgage aggregator						0.00
Account No. Unknown FIA Card Services 1000 Samoset Dr Newark, DE 19713		Unknown Debt collector						0.00
Account No. xxxxxxxxxxxx0776 First Usa Bank N A 1001 Jefferson Plaza Wilmington, DE 19701	C	Opened 3/01/98 Last Active 6/01/04 CreditCard						0.00
Sheet no. <u>7</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims								Subtotal (Total of this page) 0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx0165 First Usa Bank N A 1001 Jefferson Plaza Wilmington, DE 19701	C	Opened 12/01/98 Last Active 2/01/02 CreditCard				0.00
Account No. xxxxxxH98H Ford Motor Credit Corporation National Bankruptcy Service Center Po Box 537901 Livonia, MI 48153	C	Opened 8/01/98 Last Active 2/01/01 Automobile				0.00
Account No. Unknown Freddie Mac 444 Flower Street 44 Floor Los Angeles, CA 90071	C	Unknown Other bill				Unknown
Account No. xxxxxxxx7083 G M A C Po Box 12699 Glendale, AZ 85318	H	Opened 12/01/99 Last Active 5/01/01 Automobile				0.00
Account No. xxxxxxxxxxxx4031 GEMB / Mervyns Attention: Bankruptcy Po Box 103104 Roswell, GA 30076	C	Opened 9/27/96 Last Active 10/23/08 ChargeAccount				0.00
Sheet no. 8 of 15 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx7107 Gemb/gap Po Box 981400 El Paso, TX 79998	C	Opened 6/09/05 Last Active 7/21/05 ChargeAccount				0.00
Account No. xxxxxxxxxxxx7839 Gemb/ge Money Po Box 981400 El Paso, TX 79998	C	Opened 12/01/06 Last Active 12/24/09 CreditCard				0.00
Account No. xxxxxxxx6347 Gemb/jcp Attention: Bankruptcy Po Box 103104 Roswell, GA 30076	C	Opened 2/26/97 Last Active 4/01/97 ChargeAccount				0.00
Account No. xxxxxxxxxxxx2371 Gemb/linen N Things Attention: Bankruptcy Po Box 103104 Roswell, GA 30076	C	Opened 8/17/07 Last Active 12/16/07 ChargeAccount				0.00
Account No. xxxxxxxxxxxx1640 Gemb/linen N Things Attention: Bankruptcy Po Box 103104 Roswell, GA 30076	C	Opened 8/17/07 Last Active 10/09/07 ChargeAccount				0.00
Sheet no. <u>9</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						0.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxx9708 Gottschalks Po Box 28920 Fresno, CA 93729	H	Opened 7/01/00 Last Active 8/08/00 ChargeAccount				0.00
Account No. xxxxxxxxxxxx4681 H2h/cbsd Po Box 6497 Sioux Falls, SD 57117	C	Opened 8/01/01 Last Active 10/01/01 CombinedCreditPlan				0.00
Account No. xxxxx9891 Home Comings Financial Attention: Bankruptcy Dept 1100 Virginia Drive Fort Washington, PA 19034	C	Opened 12/01/04 Last Active 4/21/06 RealEstateMortgageWithoutOtherCollateral				0.00
Account No. xxxxxxxxxxxx8467 HSBC / Costco Hsbc Retail Srvs/Attention: Bankruptcy D Po Box 5263 Carol Stream, IL 60197	C	Opened 4/01/97 Last Active 11/21/10 ChargeAccount				1,657.00
Account No. xx2209 HSBC / Costco Hsbc Retail Srvs/Attention: Bankruptcy D Po Box 5263 Carol Stream, IL 60197	C	Opened 4/01/97 Last Active 9/01/06 ChargeAccount				0.00
Sheet no. 10 of 15 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 1,657.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx5380 HSBC / Costco Hsbc Retail Srvs/Attention: Bankruptcy D Po Box 5263 Carol Stream, IL 60197	C	Opened 4/01/97 Last Active 12/01/98 ChargeAccount				0.00
Account No. xxxxxxxxxxxx9524 Hsbc Bank Po Box 5253 Carol Stream, IL 60197	C	Opened 10/01/04 Last Active 7/01/05 CreditCard				0.00
Account No. xxxxxxxxxxxx4825 Hsbc Best Buy Attn: Bankruptcy Po Box 5263 Carol Stream, IL 60197	C	Opened 10/15/04 Last Active 1/20/05 ChargeAccount				0.00
Account No. xxxxxx8736 INSTYLE MAGAZINE PO BOX 60001 TAMPA, FL 33660-0001	J	10-1-10 Other Bill			X	26.97
Account No. Unknown LVNV Funding 200 Meeting St Ste 206 Charleston, SC 29401-3187		Unknown Debt collector				0.00
Sheet no. <u>11</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 26.97

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xx-xxx-xxx-846-0 MACYS PO BOX 689195 DES MOINES, IA 50368-9195	J	12-16-10 / 12-17-10 Credit Card				229.46
Account No. xxxxxxxxx4620 Macys/fdsb Attn: Bankruptcy Po Box 8053 Mason, OH 45040	C	Opened 2/01/03 Last Active 10/11/10 ChargeAccount				0.00
Account No. xxx8026 Prin Res Mtg Attn: Bankruptcy 4303 Fleur Drive Des Moines, IA 50321	C	Opened 4/01/01 Last Active 12/01/02 ConventionalRealEstateMortgage				0.00
Account No. Unknown PYOD LLC c/o Corporation Trust Co 1209 Orange St Wilmington, DE 19801-1120		Unknown Debt collector				0.00
Account No. Unknown Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587		Unknown Debt collector				0.00
Sheet no. <u>12</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 229.46

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. Unknown		Unknown				
RJM Acquisitions Funding 575 Underhill Blvd Ste 224 Syosset, NY 11791-3416		Debt collector				
Account No. Unknown		Unknown				
Roundup Funding, LLC MS 550 PO Box 91121 Seattle, WA 98111-9221		Debt collector				
Account No. xxxxxxxxxxxx9929		Opened 8/01/00 Last Active 9/09/00 CreditCard				
Sears/cbsd Po Box 6189 Sioux Falls, SD 57117	C					
Account No. Unknown		Unknown				
Sherman Originator - Acquisition 15 S Main St Ste 401 Greenville, SC 29601-2767		Debt collector				
Account No. xxxx xxxx xxxx 3550		11-27-10 / 12-26-10 Credit Card				
TJX rewards card PO BOX 94014 PALATINE, IL 94014	J					
Sheet no. <u>13</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						16.20

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx9100 Tnb-visa Po Box 560284 Dallas, TX 75356	C	Opened 4/23/05 Last Active 5/08/05 CreditCard				0.00
Account No. xxxxxxxxxxxx8084 Unvl/citi Attn.: Centralized Bankruptcy Po Box 20507 Kansas City, MO 64195	C	Opened 11/01/93 Last Active 7/20/06 CreditCard				0.00
Account No. xxxxxxxxxx6204 Us Bank Mtg Serv Tram 32-1 Saint Louis, MO 63166	C	Opened 12/31/04 Last Active 2/07/05 RealEstateMortgageWithoutOtherCollateral				0.00
Account No. xxxxxxxxxxxx6922 Visdsnb Attn: Bankruptcy Po Box 8053 Mason, OH 45040	C	Opened 2/01/03 Last Active 3/29/05 CreditCard				0.00
Account No. xxxxxxxxxxxx6715 Wells Fargo Bank Po Box 5445 Portland, OR 97228	C	Opened 7/01/08 Last Active 10/24/10 CreditCard				14,688.00
Sheet no. <u>14</u> of <u>15</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						14,688.00

B6F (Official Form 6F) (12/07) - Cont.

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
	H W J C	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.				
Account No. xxxxxxxxxxxx7595 Wells Fargo Bank Po Box 5445 Portland, OR 97228	C	Opened 2/01/94 Last Active 2/01/03 CreditCard				0.00
Account No. xxxxxx1578 Wffnatlbnk Po Box 94498 Las Vegas, NV 89193	H	Opened 10/01/05 Last Active 4/27/06 ChargeAccount				0.00
Account No. x3311 Wfnnb/express Attn: Bankruptcy Po Box 18227 Columbus, OH 43218	C	Opened 1/01/94 Last Active 2/07/94 ChargeAccount				0.00
Account No. xxxxxxxx9806 World Savings & Loan Attn: Bankruptcy 4101 Wiseman Blvd San Antonio, TX 78251	C	Opened 12/01/02 Last Active 8/01/03 ConventionalRealEstateMortgage				0.00
Account No. 						
Sheet no. 15 of 15 sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page) 0.00
Total (Report on Summary of Schedules)						126,927.63

B6G (Official Form 6G) (12/07)

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code,
of Other Parties to Lease or Contract

Description of Contract or Lease and Nature of Debtor's Interest.
State whether lease is for nonresidential real property.
State contract number of any government contract.

0

_____ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **John F Clarkson,
Mitzi L Clarkson**

Case No. _____

Debtors

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

0

____ continuation sheets attached to Schedule of Codebtors

B6I (Official Form 6I) (12/07)

In re **John F Clarkson**
Mitzi L Clarkson

Case No. _____

Debtor(s) _____

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Married	RELATIONSHIP(S): Daughter Son	AGE(S): 13 17
Employment:	DEBTOR	SPOUSE
Occupation	CONSTRUCTION INSPECTOR	DESIGNER / SALES
Name of Employer	KLEINFELDER WEST, INC	WILLIAMS-SONOMA STORES, INC
How long employed	24 YEARS, 10 MONTHS	ONE MONTH
Address of Employer	5015 SHOREHAM PLACE SAN DIEGO, CA 92122	3250 VAN NESS SAN FRANCISCO, CA 94109

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)
2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ 5,480.80	\$ 744.79
\$ 0.00	\$ 0.00

3. SUBTOTAL

\$ 5,480.80	\$ 744.79
--------------------	------------------

4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
b. Insurance
c. Union dues
d. Other (Specify): **PPO INSURANCE PREMIUM**

\$ 547.56	\$ 56.96
\$ 18.76	\$ 0.00
\$ 0.00	\$ 0.00
\$ 652.02	\$ 0.00
\$ 0.00	\$ 0.00

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ 1,218.34	\$ 56.96
--------------------	-----------------

6. TOTAL NET MONTHLY TAKE HOME PAY

\$ 4,262.46	\$ 687.83
--------------------	------------------

7. Regular income from operation of business or profession or farm (Attach detailed statement)
8. Income from real property
9. Interest and dividends
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above
11. Social security or government assistance
(Specify): _____

\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

12. Pension or retirement income

13. Other monthly income

(Specify): _____

\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ 0.00	\$ 0.00
----------------	----------------

15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ 4,262.46	\$ 687.83
--------------------	------------------

16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ 4,950.29

(Report also on Summary of Schedules and, if applicable, on
Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

B6J (Official Form 6J) (12/07)

In re **John F Clarkson**
Mitzi L Clarkson

Case No. _____

Debtor(s) _____

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form 22A or 22C.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	\$	2,130.43
a. Are real estate taxes included? Yes <u>X</u> No _____		
b. Is property insurance included? Yes <u>X</u> No _____		
2. Utilities: a. Electricity and heating fuel	\$	286.00
b. Water and sewer	\$	133.00
c. Telephone	\$	137.00
d. Other <u>See Detailed Expense Attachment</u>	\$	88.00
3. Home maintenance (repairs and upkeep)	\$	0.00
4. Food	\$	825.00
5. Clothing	\$	80.00
6. Laundry and dry cleaning	\$	20.00
7. Medical and dental expenses	\$	320.00
8. Transportation (not including car payments)	\$	560.00
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	0.00
10. Charitable contributions	\$	0.00
11. Insurance (not deducted from wages or included in home mortgage payments)		
a. Homeowner's or renter's	\$	0.00
b. Life	\$	0.00
c. Health	\$	0.00
d. Auto	\$	193.00
e. Other _____	\$	0.00
12. Taxes (not deducted from wages or included in home mortgage payments)		
(Specify) _____	\$	0.00
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)		
a. Auto	\$	0.00
b. Other _____	\$	0.00
c. Other _____	\$	0.00
14. Alimony, maintenance, and support paid to others	\$	0.00
15. Payments for support of additional dependents not living at your home	\$	0.00
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	0.00
17. Other <u>INTERNET</u>	\$	158.00
Other _____	\$	0.00
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	\$	4,930.43
19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:		

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	\$	4,950.29
b. Average monthly expenses from Line 18 above	\$	4,930.43
c. Monthly net income (a. minus b.)	\$	19.86

B6J (Official Form 6J) (12/07)

John F Clarkson

In re Mitzi L Clarkson

Case No. _____

Debtor(s) _____

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**Detailed Expense Attachment****Other Utility Expenditures:**

HOA (MASTERS)	\$	50.00
HOA (SUB)	\$	38.00
Total Other Utility Expenditures	\$	88.00

B6 Declaration (Official Form 6 - Declaration), (12/07)

**United States Bankruptcy Court
District of Nevada**

In re **John F Clarkson
Mitzi L Clarkson**

Debtor(s)

Case No.

Chapter

7

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **32** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **February 1, 2011**

Signature **/s/ John F Clarkson**

John F Clarkson

Debtor

Date **February 1, 2011**

Signature **/s/ Mitzi L Clarkson**

Mitzi L Clarkson

Joint Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
District of Nevada**

In re **John F Clarkson
Mitzi L Clarkson**

Debtor(s)

Case No.

Chapter

7

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

1. Income from employment or operation of business

None
☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$2,529.60	2011 YTD Husband KLEINFELDER GEOTECH / ENGINEERING FIRM
\$77,060.23	2010 Husband KLEINFELDER GEOTECH / ENGINEERING FIRM
\$134,366.15	2009 Husband KLEINFELDER GEOTECH / ENGINEERING FIRM
\$304.81	2011 YTD Wife WILLIAMS-SONOMA STORES, INC. DESIGN CONSULTANT
\$445.50	2010 Wife WILLIAMS-SONOMA STORES, INC. DESIGN CONSULTANT
\$1,307.84	2010 Wife NEST FEATHERINGS

2. Income other than from employment or operation of business

None ☒ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

None ☐ **Complete a. or b., as appropriate, and c.**

a. *Individual or joint debtor(s) with primarily consumer debts.* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CREDITOR
GMAC

DATES OF
PAYMENTS
**NOV, DEC 2010 and JAN
2011**

AMOUNT PAID
\$6,390.00

AMOUNT STILL
OWING
\$268,900.00

None ☒ b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None ☒ c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None ☒ a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
------------------------------------	-------------------------	---------------------------------	--------------------------

None ☒ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

5. Repossessions, foreclosures and returns

- None ☒ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

- None ☒ a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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- None ☒ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

- None ☐ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
GREEN VALLEY BAPTIST CHURCH 543 VALLE VERDE HENDERSON, NV 89074	NONE	MONTHLY TITHE	CASH Value: 83.00

8. Losses

- None ☒ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

- None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of the petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
Kupperlin Law Group, LLC 10120 S. Eastern Ave Suite 202 Henderson, NV 89052	December 2010, Jan 2011	\$1550.00 (includes credit counseling)

10. Other transfers

- None ☒ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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- None ☒ b. List all property transferred by the debtor within **ten years** immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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11. Closed financial accounts

- None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
BANK OF AMERICA PO BOX 25118 TAMPA, FL 33622	REGULAR SAVINGS (0853) Final Balance: 31.05	31.05 12-29-10
BANK OF AMERICA PO BOX 25118 TAMPA, FL 33622	INTEREST CHECKING (6540) Final Balance: 0.02	0.02 12-28-10

12. Safe deposit boxes

- None ☒ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

- None ☒ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

- None ☒ List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

- None ☐ If the debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
1986 SW, TROON AVE BEND OR 97702-0000		2006-2008

16. Spouses and Former Spouses

- None ☒ If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within **eight years** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law

- None ☒ a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☒ b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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- None ☐ c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

NAME AND ADDRESS OF
GOVERNMENTAL UNIT

DOCKET NUMBER

STATUS OR DISPOSITION

18 . Nature, location and name of business

- None ☐ a. *If the debtor is an individual*, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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- None ☐ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)

19. Books, records and financial statements

- None ☐ a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
------------------	-------------------------

- None ☐ b. List all firms or individuals who within the **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
------	---------	-------------------------

- None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
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- None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS

DATE ISSUED

20. Inventories

None

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory,

and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

DOLLAR AMOUNT OF INVENTORY
(Specify cost, market or other basis)

None

b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY
RECORDS**21 . Current Partners, Officers, Directors and Shareholders**

None

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None

b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS

TITLE

NATURE AND PERCENTAGE
OF STOCK OWNERSHIP**22 . Former partners, officers, directors and shareholders**

None

a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME

ADDRESS

DATE OF WITHDRAWAL

None

b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS

TITLE

DATE OF TERMINATION

23 . Withdrawals from a partnership or distributions by a corporation

None

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.NAME & ADDRESS
OF RECIPIENT,
RELATIONSHIP TO DEBTORDATE AND PURPOSE
OF WITHDRAWALAMOUNT OF MONEY
OR DESCRIPTION AND
VALUE OF PROPERTY**24. Tax Consolidation Group.**

None

If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION

TAXPAYER IDENTIFICATION NUMBER (EIN)

25. Pension Funds.

None ☐ If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER (EIN)

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date February 1, 2011Signature /s/ John F Clarkson
John F Clarkson
DebtorDate February 1, 2011Signature /s/ Mitzi L Clarkson
Mitzi L Clarkson
Joint Debtor

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

B8 (Form 8) (12/08)

**United States Bankruptcy Court
District of Nevada**

In re **John F Clarkson
Mitzi L Clarkson**

Debtor(s)

Case No.

Chapter

7

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A - Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: GMAC	Describe Property Securing Debt: Residence: 5BR and 3BA Location: 1700 Ravanusa Dr, Henderson, NV 89052
Property will be (check one): <input type="checkbox"/> Surrendered <input checked="" type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input checked="" type="checkbox"/> Other. Explain <u>Debtor will retain collateral if loan modification is successful</u> (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input checked="" type="checkbox"/> Claimed as Exempt <input type="checkbox"/> Not claimed as exempt	

PART B - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1		
Lessor's Name: -NONE-	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input type="checkbox"/> NO

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date February 1, 2011

Signature /s/ John F Clarkson
John F Clarkson
 Debtor

Date February 1, 2011

Signature /s/ Mitzi L Clarkson
Mitzi L Clarkson
 Joint Debtor

United States Bankruptcy Court
District of Nevada

In re **John F Clarkson**
Mitzi L Clarkson

Debtor(s)

Case No.

Chapter

7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	1,550.00
Prior to the filing of this statement I have received	\$	1,550.00
Balance Due	\$	0.00

2. The source of the compensation paid to me was:

☒ Debtor ☐ Other (specify):

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify):

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
- d. [Other provisions as needed]

Per fee agreement.

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

Per fee agreement.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: **February 1, 2011**

/s/ Robert Atkinson

Robert Atkinson 9958
Kupperlin Law Group, LLC
10120 S. Eastern Ave Suite 202
Henderson, NV 89052
(702) 614-0600 Fax: (702) 614-0647
bknotices@kupperlin.com

**United States Bankruptcy Court
District of Nevada**

In re **John F Clarkson
Mitzi L Clarkson**

Debtor(s)

Case No.

Chapter

7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtors hereby verify that the attached list of creditors is true and correct to the best of their knowledge.

Date: **February 1, 2011**

/s/ John F Clarkson

John F Clarkson

Signature of Debtor

Date: **February 1, 2011**

/s/ Mitzi L Clarkson

Mitzi L Clarkson

Signature of Debtor

John F Clarkson
Mitzi L Clarkson
1700 Ravanusa Drive
Henderson, NV 89052

Robert Atkinson
Kupperlin Law Group, LLC
10120 S. Eastern Ave Suite 202
Henderson, NV 89052

ABN AMRO Mortgage Group/Citimortgage
Acct No xxxxxxxxxx0415
Citi Mortgage Inc.
Po Box 79022 Ms322
St Louis, OH 63179

American Express
Acct No xxxxxxxxxxxxxx7382
c/o Becket and Lee LLP
Po Box 3001
Malvern, PA 19355

American Home Mtg Srv
Acct No xxxxxx3288
P.O. Box 660029
Dallas, TX 75266-0029

Amex
Acct No xxxxxxxxxxxxxx3193
c/o Beckett & Lee
Po Box 3001
Malvern, PA 19355

Bac Home Loans Servici
Acct No xxxxx7166
450 American St
Simi Valley, CA 93065

Bac Home Loans Servici
Acct No xxxxx6605
450 American St
Simi Valley, CA 93065

Bac Home Loans Servici
Acct No xxxxx4049
450 American St
Simi Valley, CA 93065

Bank Of America
Acct No xxxxxxxxxxxx1699
4161 Piedmont Pkwy
Greensboro, NC 27410

Bank Of America
Acct No 4698
Attn: Bankruptcy NC4-105-03-14
Po Box 26012
Greensboro, NC 27410

Bank Of America
Acct No xxxxxxxxxxxx3095
Po Box 17054
Wilmington, DE 19850

Bank Of America
Acct No xxxxxxxxxxxx9205
Attn: Bankruptcy NC4-105-02-99
Po Box 26012
Greensboro, NC 27420

Bank Of America
Acct No 7808
Attn: Bankruptcy NC4-105-03-14
Po Box 26012
Greensboro, NC 27410

Bank Of America
Acct No xxxxxxxxxxxx4140
Attn: Bankruptcy NC4-105-03-14
Po Box 26012
Greensboro, NC 27410

Bank of America
Acct No Unknown
Attn: Bankruptcy CA6-919-01-41
Po Box 5170
Simi Valley, CA 93062

Bank Of Stockton
Acct No xxxxxx4555
301 E Miner Ave
Stockton, CA 95202

Candica, LLC
Acct No Unknown
c/o Weinstein and Riley, PS
2001 Western Ave Ste 400
Seattle, WA 98121

Capital One, N.a.
Acct No xxxxxxxxxxxx1146
Bankruptcy Dept
Po Box 5155
Norcross, GA 30091

Cath/soanb
Acct No xxxxxxxxxxxxxx3843
Po Box 182273
Columbus, OH 43218

Cavalry Portfolio Services
Acct No Unknown
7 SKYLINE DR STE 350
Hawthorne, NY 10532-2162

Chase
Acct No xxxxxxxxxxxxxx4195
Po Box 15298
Wilmington, DE 19850

Chase
Acct No xxxxxxxxxxxxxx0498
Po Box 15298
Wilmington, DE 19850

Chase Mht Bk
Acct No xxxxxxxxxxxxxx5535
Attn: Bankruptcy
Po Box 15145
Wilmington, DE 19850

Chase- Tjx
Acct No xxxxxxxxxxxxxx3550
Po Box 15298
Wilmington, DE 19850

Chase-pier1
Acct No xxxxxxxxxxxxxx4345
Attn: Recovery
Po Box 15298
Wilmington, DE 19850

Chase-pier1
Acct No xxxxxxxxxxxxxx2458
Attn: Recovery
Po Box 15298
Wilmington, DE 19850

Childrens Place
Acct No xxxxxxxxxxxxxx4055
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Citi
Acct No xxxxxxxxxxxxxx0296
Po Box 6241
Sioux Falls, SD 57117

Citibank South Dakota NA
Acct No Unknown
Exception Payment Processing
PO Box 6305
The Lakes, NV 88901-6305

Citibank Usa
Acct No xxxxxxxxxxxxxx8078
Citicard Credit Srvs/Centralized Bankrup
Po Box 20507
Kansas City, MO 64195

Citibank Usa
Acct No xxxxxxxxxxxxxx0578
Citicard Credit Srvs/Centralized Bankrup
Po Box 20507
Kansas City, MO 64195

Citibank Usa
Acct No xxxxxxxxxxxxxx4371
Citicard Credit Srvs/Centralized Bankrup
Po Box 20507
Kansas City, MO 64195

Clark County Assessor
Attn: Bankruptcy
500 South Grand Central Parkway
Box 551401
Las Vegas, NV 89155-1401

Clark County Treasurer
Attn: Bankruptcy
500 S Grand Central Parkway
PO Box 551220
Las Vegas, NV 89155-1220

Ctbk/gardner
Acct No xxxxxxxxxxxxxx1698
Attn: Bankruptcy
Po Box 5263
Carol Stream, IL 60197

Dell Financial Services
Acct No xxxxxxxxxxxxxxxxxxxx9196
Attn: Bankruptcy Dept.
Po Box 81577
Austin, TX 78708

Discover Fin
Acct No xxxxxxxxxxxxxx9979
Po Box 6103
Carol Stream, IL 60197

Discover Fin
Acct No xxxxxxxxxxxxxx0173
Po Box 6103
Carol Stream, IL 60197

Ditech
Acct No 0657034449
PO BOX 79135
Phoenix, AZ 85062-9135

eCast Settlement Corp
Acct No Unknown
PO Box 35480
Newark, NJ 07193-5480

Fannie Mae
Acct No Unknown
3900 Wisconsin Ave NW
Washington, DC 20016-2892

FIA Card Services
Acct No Unknown
1000 Samoset Dr
Newark, DE 19713

First Usa Bank N A
Acct No xxxxxxxxxxxxxx0776
1001 Jefferson Plaza
Wilmington, DE 19701

First Usa Bank N A
Acct No xxxxxxxxxxxxxx0165
1001 Jefferson Plaza
Wilmington, DE 19701

Ford Motor Credit Corporation
Acct No xxxxxxxH98H
National Bankruptcy Service Center
Po Box 537901
Livonia, MI 48153

Freddie Mac
Acct No Unknown
444 Flower Street
44 Floor
Los Angeles, CA 90071

G M A C
Acct No xxxxxxxxx7083
Po Box 12699
Glendale, AZ 85318

GEMB / Mervyns
Acct No xxxxxxxxxxxxxx4031
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/gap
Acct No xxxxxxxxxxxxxx7107
Po Box 981400
El Paso, TX 79998

Gemb/ge Money
Acct No xxxxxxxxxxxxxx7839
Po Box 981400
El Paso, TX 79998

Gemb/jcp
Acct No xxxxxxxxx6347
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/linen N Things
Acct No xxxxxxxxxxxxxx2371
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

Gemb/linen N Things
Acct No xxxxxxxxxxxxxx1640
Attention: Bankruptcy
Po Box 103104
Roswell, GA 30076

GMAC
Acct No xxxxxx4449
Attention: Bankruptcy Dept.
1100 Virginia Drive
Fort Washington, PA 19034

Gottschalks
Acct No xxxxxx9708
Po Box 28920
Fresno, CA 93729

H2h/cbsd
Acct No xxxxxxxxxxxxxx4681
Po Box 6497
Sioux Falls, SD 57117

Home Comings Financial
Acct No xxxxxx9891
Attention: Bankruptcy Dept
1100 Virginia Drive
Fort Washington, PA 19034

HSBC / Costco
Acct No xxxxxxxxxxxxxx8467
Hsbc Retail Srvs/Attention: Bankruptcy D
Po Box 5263
Carol Stream, IL 60197

HSBC / Costco
Acct No xx2209
Hsbc Retail Srvs/Attention: Bankruptcy D
Po Box 5263
Carol Stream, IL 60197

HSBC / Costco
Acct No xxxxxxxxxxxxxx5380
Hsbc Retail Srvs/Attention: Bankruptcy D
Po Box 5263
Carol Stream, IL 60197

Hsbc Bank
Acct No xxxxxxxxxxxxxx9524
Po Box 5253
Carol Stream, IL 60197

Hsbc Best Buy
Acct No xxxxxxxxxxxxxx4825
Attn: Bankruptcy
Po Box 5263
Carol Stream, IL 60197

INSTYLE MAGAZINE
Acct No xxxxxx8736
PO BOX 60001
TAMPA, FL 33660-0001

Internal Revenue Service
Centralized Insolvency
PO Box 7346
Philadelphia, PA 19101-7346

LVNV Funding
Acct No Unknown
200 Meeting St Ste 206
Charleston, SC 29401-3187

MACYS
Acct No xx-xxx-xxx-846-0
PO BOX 689195
DES MOINES, IA 50368-9195

Macys/fdsb
Acct No xxxxxxxxxxx4620
Attn: Bankruptcy
Po Box 8053
Mason, OH 45040

Nevada Dept of Taxation
Attn: Bankruptcy
555 E. Washington Ave Suite 1300
Las Vegas, NV 89101

NV Dept of Motor Vehicles
Attn: Legal Division
555 Wright Way
Carson City, NV 89711

NV DETR
500 East Third Street
Carson City, NV 89713

Prin Res Mtg
Acct No xxx8026
Attn: Bankruptcy
4303 Fleur Drive
Des Moines, IA 50321

PYOD LLC
Acct No Unknown
c/o Corporation Trust Co
1209 Orange St
Wilmington, DE 19801-1120

Resurgent Capital Services
Acct No Unknown
PO Box 10587
Greenville, SC 29603-0587

RJM Acquisitions Funding
Acct No Unknown
575 Underhill Blvd Ste 224
Syosset, NY 11791-3416

Roundup Funding, LLC
Acct No Unknown
MS 550
PO Box 91121
Seattle, WA 98111-9221

Sears/cbsd
Acct No xxxxxxxxxxxxxx9929
Po Box 6189
Sioux Falls, SD 57117

Sherman Originator - Acquisition
Acct No Unknown
15 S Main St Ste 401
Greenville, SC 29601-2767

TJX rewards card
Acct No xxxx xxxx xxxx 3550
PO BOX 94014
PALATINE, IL 94014

Tnb-visa
Acct No xxxxxxxxxxxxxx9100
Po Box 560284
Dallas, TX 75356

Unvl/citi
Acct No xxxxxxxxxxxxxx8084
Attn.: Centralized Bankruptcy
Po Box 20507
Kansas City, MO 64195

Us Bank
Acct No xxxxxxxxxxxx6204
Mtg Serv Tram 32-1
Saint Louis, MO 63166

Visdsnb
Acct No xxxxxxxxxxxxxx6922
Attn: Bankruptcy
Po Box 8053
Mason, OH 45040

Wells Fargo Bank
Acct No xxxxxxxxxxxxxx6715
Po Box 5445
Portland, OR 97228

Wells Fargo Bank
Acct No xxxxxxxxxxxxxx7595
Po Box 5445
Portland, OR 97228

Wffnatlbnk
Acct No xxxxxx1578
Po Box 94498
Las Vegas, NV 89193

Wfnnb/express
Acct No x3311
Attn: Bankruptcy
Po Box 18227
Columbus, OH 43218

World Savings & Loan
Acct No xxxxxxxxxxxx9806
Attn: Bankruptcy
4101 Wiseman Blvd
San Antonio, TX 78251

EXHIBIT 5

Inst #: 201112150003046

Fees: \$17.00

N/C Fee: \$0.00

12/15/2011 02:27:15 PM

Receipt #: 1008979

Requestor:

LSI TITLE AGENCY INC.

Recorded By: LEX Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-01-418-004

Recording Requested By
And When Recorded Mail To:

GMAC MORTGAGE, LLC
P.O. BOX 8300
FORT WASHINGTON PA 19034

T.S. NO.: 1334186-11
MERS ID: 100037506570344490
MERS PH#: 1-888-679-6377

SPACE ABOVE THIS LINE FOR RECORDER'S USE

110347733

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
GMAC MORTGAGE, LLC
all beneficial interest under that certain deed of trust dated June 26, 2008, executed by
MITZI L. CLARKSON AND JOHN CLARKSON, WIFE AND HUSBAND AS JOINT TENANTS, trustor,
to ETS SERVICES, LLC, trustee,
and recorded as Instrument No. 20080630-0004237 on June 30, 2008 in book N/A page N/A, of Official
Records in the County Recorder's office of CLARK County, NEVADA describing land therein as
COMPLETELY DESCRIBED IN SAID DEED OF TRUST

together with the note or notes therein described or referred to, the money due and to become due thereon with
interest, and all rights accrued or to accrue under said Deed of Trust.

Dated: 9-28-11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,
AS NOMINEE FOR GMAC MORTGAGE, LLC DBA DITECH A
RESIDENTIAL MORTGAGE LENDER, ITS SUCCESSOR AND
ASSIGNS

State of TEXAS
County of DALLAS

On 9/28/11 before me, Julie Shewbrooks
a Notary Public, personally appeared

Nicole Veney
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 TEXAS that the foregoing paragraph is true and correct.
WITNESS my hand and official seal (Seal)

Signature

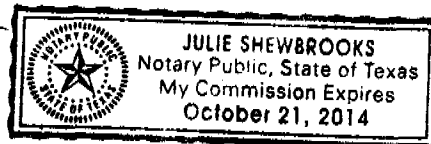


EXHIBIT 6

B18 (Official Form 18) (12/07)

United States Bankruptcy Court

District of Nevada

Case No. 11-11461-mkn

Chapter 7

In re Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

JOHN F CLARKSON
1700 RAVANUSA DRIVE
HENDERSON, NV 89052

MITZI L CLARKSON
1700 RAVANUSA DRIVE
HENDERSON, NV 89052

Social Security / Individual Taxpayer ID No.:

xxx-xx-1712

xxx-xx-6276

Employer Tax ID / Other nos.:

DISCHARGE OF DEBTOR


It appearing that the debtor is entitled to a discharge,

IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).

Dated: 5/9/11

BY THE COURT



Mary A. Schott
Clerk of the Bankruptcy Court

SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.

B18 (Official Form 18) (12/07) – Cont.

EXPLANATION OF BANKRUPTCY DISCHARGE IN A CHAPTER 7 CASE

This court order grants a discharge to the person named as the debtor. It is not a dismissal of the case and it does not determine how much money, if any, the trustee will pay to creditors.

Collection of Discharged Debts Prohibited

The discharge prohibits any attempt to collect from the debtor a debt that has been discharged. For example, a creditor is not permitted to contact a debtor by mail, phone, or otherwise, to file or continue a lawsuit, to attach wages or other property, or to take any other action to collect a discharged debt from the debtor. *[In a case involving community property:* There are also special rules that protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.] A creditor who violates this order can be required to pay damages and attorney's fees to the debtor.

However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case. Also, a debtor may voluntarily pay any debt that has been discharged.

Debts That are Discharged

The chapter 7 discharge order eliminates a debtor's legal obligation to pay a debt that is discharged. Most, but not all, types of debts are discharged if the debt existed on the date the bankruptcy case was filed. (If this case was begun under a different chapter of the Bankruptcy Code and converted to chapter 7, the discharge applies to debts owed when the bankruptcy case was converted.)

Debts That are Not Discharged

Some of the common types of debts which are not discharged in a chapter 7 bankruptcy case are:

- a. Debts for most taxes;
- b. Debts incurred to pay nondischargeable taxes;
- c. Debts that are domestic support obligations;
- d. Debts for most student loans;
- e. Debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- f. Debts for personal injuries or death caused by the debtor's operation of a motor vehicle, vessel, or aircraft while intoxicated;
- g. Some debts which were not properly listed by the debtor;
- h. Debts that the bankruptcy court specifically has decided or will decide in this bankruptcy case are not discharged;
- i. Debts for which the debtor has given up the discharge protections by signing a reaffirmation agreement in compliance with the Bankruptcy Code requirements for reaffirmation of debts; and
- j. Debts owed to certain pension, profit sharing, stock bonus, other retirement plans, or to the Thrift Savings Plan for federal employees for certain types of loans from these plans.

This information is only a general summary of the bankruptcy discharge. There are exceptions to these general rules. Because the law is complicated, you may want to consult an attorney to determine the exact effect of the discharge in this case.

EXHIBIT 7

APN: 191-01-418-004

Recording Requested By
And When Recorded Mail To:

OCWEN LOAN SERVICING, LLC
1100 VIRGINIA DRIVE
FORT WASHINGTON PA 19034

T.S. NO.: 1334186-23
MERS ID: 100037506570344490

Inst #: 201307310003015

Fees: \$17.00

N/C Fee: \$0.00

07/31/2013 01:58:50 PM

Receipt #: 1715644

Requestor:

LSI TITLE AGENCY INC.

Recorded By: ANI Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

SPACE ABOVE THIS LINE FOR RECORDER S USE

110347733

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
OCWEN LOAN SERVICING, LLC
C/O 1100 VIRGINIA DRIVE
FORT WASHINGTON PA 19034

all beneficial interest under that certain deed of trust dated June 26, 2008, executed by
MITZI L. CLARKSON BY HER ATTORNEY IN FACT JOHN CLARKSON AND JOHN CLARKSON,
WIFE AND HUSBAND AS JOINT TENANTS, trustor, to ETS SERVICES, LLC, trustee,
and recorded as Instrument No. 20080630-0004237 on June 30, 2008 in book N/A page N/A, of Official
Records in the County Recorder's office of CLARK County, NEVADA describing land therein as

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

and all rights accrued or to accrue under said Deed of Trust.

Dated: 7.2.13

GMAC MORTGAGE, LLC

Kelli D. Smith
Kelli D. Smith
Authorized Officer

State of **Pennsylvania**
County of **Montgomery**

On 7-2-13 before me, **Patricia Nolan Hoffman**,
a Notary Public, personally appeared

Kelli D. Smith

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 **Pennsylvania** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal (Seal)

Signature *Patricia Nolan Hoffman*
Patricia Nolan Hoffman

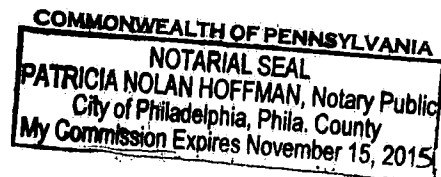


EXHIBIT 8

Inst #: 20220215-0000314

Fees: \$42.00

02/15/2022 07:46:01 AM

Receipt #: 4889425

Requestor:

PHH Mortgage 4

Recorded By: SCHIABLE Pgs: 2

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

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

APN: 191-01-418-004

When Recorded Mail To:
PHH Mortgage Corporation
C/O Nationwide Title Clearing,
LLC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan Number 8011959247

CORRECTIVE CORPORATE ASSIGNMENT OF DEED OF TRUST

THE PURPOSE OF THIS CORRECTIVE ASSIGNMENT OF DEED OF TRUST IS TO CORRECT THE ASSIGNEE VERBIAGE ON THE ASSIGNMENT OF DEED OF TRUST RECORDED ON 02/11/2022 AS INSTRUMENT NO.: 20220211-0000712

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, PHH MORTGAGE CORPORATION SUCCESSOR BY MERGER TO OCWEN LOAN SERVICING, LLC, WHOSE ADDRESS IS 5720 PREMIER PARK DRIVE, WEST PALM BEACH, FL 33407, (ASSIGNOR) by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interest secured thereby, all liens, and any rights due or to become due thereon to FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, WHOSE ADDRESS IS C/O PHH MORTGAGE CORPORATION, 5720 PREMIER PARK DRIVE, WEST PALM BEACH, FL 33407, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Deed of Trust made by MITZI L. CLARKSON AND JOHN CLARKSON, WIFE AND HUSBAND AS JOINT TENANTS, and recorded on 06/30/2008 as Instrument # 20080630-0004237, in the Recorder's office of CLARK County, NEVADA.

Dated this 15th day of February in the year 2022

PHH MORTGAGE CORPORATION SUCCESSOR BY MERGER TO OCWEN LOAN SERVICING, LLC

By: 
Kayla Murphy
COORDINATOR

PHHPD 430981753 T152202-09:53:17 [C-2] FRMNV1



D0090865334

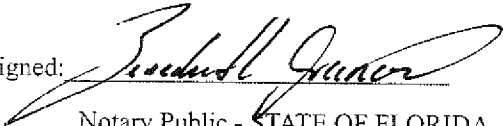


APN: 191-01-418-004
Loan Number 8011959247

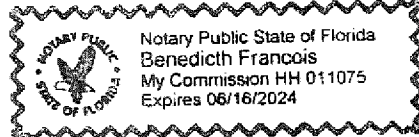
STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 15th day of February in the year 2022, by Kayla Murphy as **COORDINATOR** of **PHH MORTGAGE CORPORATION SUCCESSOR BY MERGER TO OCWEN LOAN SERVICING, LLC**, who, as such **COORDINATOR** being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Signed:



Notary Public - STATE OF FLORIDA
Commission expires: JUN 16 2024



Document Prepared By: KAYLA MURPHY, PHH Mortgage Corporation, a subsidiary of Ocwen Financial Corporation, 5720 Premier Park Drive West Palm Beach, FL 33407 800-210-8849
PHHPD 430981753 T152202-09:53:17 [C-2] FRMNV1



D0090865334



EXHIBIT 9

2-1

Inst #: 201309300002011
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$963.90 Ex: #
09/30/2013 12:17:48 PM
Receipt #: 1791811
Requestor:
G & P INVESTMENT LLC
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to and
Mail Tax Statements to:
G & P Investment Enterprises LLC
9212 Canalino Dr
Las Vegas, NV 89134

A.P.N. No.191-01-418-004

TS No. 28758

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **G & P Investment Enterprises LLC**
The Foreclosing Beneficiary herein was: **Majestic Hills Community Association**
The amount of unpaid debt together with costs: \$4,578.26
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$38,100.00**
The Documentary Transfer Tax: \$1,193.40
Property address: **1700 RAVANUSA DR, HENDERSON, NV 89052-3104**
Said property is in [] unincorporated area: City of **HENDERSON**
Trutor (Former Owner that was foreclosed on): **MITZI & JOHN CLARKSON**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded **January 19, 2012** as instrument number **0002124**, in **Clark County**, does hereby grant, without warranty expressed or implied to: **G & P Investment Enterprises LLC** (Grantee), all its right, title and interest in the property legally described as: **SEVEN HILLS PARCEL T1-UNIT 3 LOT 4 BLOCK 1**, as per map recorded in Book **92**, Pages **44** as shown in the Office of the County Recorder of **Clark County Nevada**.

TRUSTEE STATES THAT:

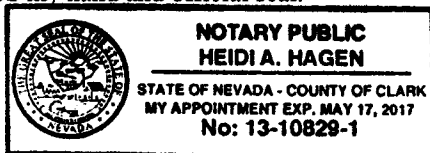
This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on **September 11, 2013** at the place indicated on the Notice of Trustee's Sale.

Ryan Kerbow, Esq.
Signature of AUTHORIZED AGENT for Alessi & Koenig, LLC.

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN before me SEP 12 2013, by Ryan Kerbow

WITNESS my hand and official seal.
(Seal)



[Signature]
(Signature)



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- a. 191-01-418-004
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

\$ 188,737

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

c. Transfer Tax Value:

\$ 188,737

d. Real Property Transfer Tax Due

\$ 963.90

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 [Signature] Capacity: Grantor

Signature [Signature] Capacity: GRANTEE

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Alessi & Koenig, LLC
Address: 9500 W. Flamingo Rd., Ste. 205
City: Las Vegas
State: NV Zip: 89147

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: G & P Investment Enterprises LLC
Address: 9212 Canalino Dr
City: Las Vegas
State: NV Zip: 89134

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

Print Name: Alessi & Koenig, LLC
Address: 9500 W. Flamingo Rd., Ste. 205
City: Las Vegas

Escrow # N/A Foreclosure
State: NV Zip: 89147

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



EXHIBIT 10

④

-1

A.P.N.: 191-01-418-004
R.P.T.T.: \$_____
Escrow No.: 16-07-0691-NS

Mail tax bill to and when recorded mail to:
TRP Fund VI, LLC
180 Newport Center Dr, Ste 230
Newport Beach, CA 92660

Inst #: 20160726-0001174
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$1224.00 Ex: #
07/26/2016 10:28:58 AM
Receipt #: 2827394
Requestor:
TRP FUND VI LLC
Recorded By: RNS Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **G & P Investment Enterprises LLC**, a Nevada limited liability company, for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **TRP Fund VI LLC**, a Delaware limited liability company, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

**SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A".**

COMMONLY KNOWN ADDRESS:
1700 Ravanusa Dr. Henderson, NV 89053

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

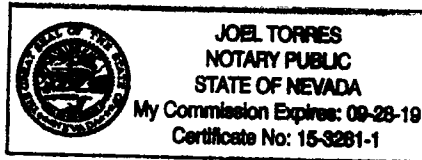
TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.



IN WITNESS WHEREOF, this instrument has been executed this 22nd day of July, 2016.

G & P Investment Enterprises LLC, a Nevada limited liability company

By: VAL Grigorian
Val Grigorian, Manager



State of NEVADA

County of Clark

This instrument was acknowledged before me on the 22nd day of July, 2016, by Val Grigorian, as Manager of G & P Investment Enterprises LLC



NOTARY PUBLIC
My Commission Expires: 9-28-19



EXHIBIT "A"

Lot Four (4) in Block One (1) of SEVEN HILLS PARCEL T1-UNIT 3 as shown by map thereof on file in Book 92 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 191-01-418-004
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

\$ 240,000.00

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

c. Transfer Tax Value: \$ 240,000.00

d. Real Property Transfer Tax Due \$ 1224.00

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: buyers rep

Signature _____ Capacity: _____

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

Print Name: G&P Enterprises

Address: 7628 Desert Delta Dr

City: Las Vegas

State: NV

Zip: 89128

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

Print Name: TRP FUND VI LLC

Address: 180 Newport Center Dr #230

City: Newport Beach

State: CA

Zip: 92660

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

Print Name: _____

Escrow # _____

Address: _____

City: _____

State: _____

Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



EXHIBIT 11

Inst #: 20211011-0001465

Fees: \$292.00

10/11/2021 11:15:13 AM

Receipt #: 4733743

Requestor:

WFG National Title Insura

Recorded By: OSA Pgs: 8

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

WFG National-Default Services

APN(s): 191-01-418-004

Recording requested by:

same as below

When recorded mail to:

Quality Loan Service Corporation

2763 Camino Del Rio South

San Diego, CA 92108

619-645-7711

TS No.: NV-21-894434-SH

Space above this line for recorders use only

Order No.: 1982568NVD

Property Address: 1700 RAVANUSA DRIVE, HENDERSON, NV 89052-3104

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

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

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **6/26/2008**, executed by **MITZI L. CLARKSON AND JOHN CLARKSON, WIFE AND HUSBAND JOINT TENANTS**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE, LLC DBA DITECH, Its Successors and Assigns**, as beneficiary, recorded **6/30/2008**, as **Instrument No. 20080630-0004237**, of Official Records in the Office of the Recorder of **CLARK County, Nevada** securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL sum of \$276,720.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; 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 installments of principal and interest which became due on 1/1/2011, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

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



TS No.: NV-21-894434-SH
Notice of Default

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and sale.

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

**PHH Mortgage Corporation
c/o Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711**

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

**PHH Mortgage
Contact: Kevin Diller
Department: Loss Mitigation Department
Toll Free: 1-800-936-8303**

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nlslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snvrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

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

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



TS No.: NV-21-894434-SH
Notice of Default

Dated: 10/01/2021

Quality Loan Service Corporation, as Trustee



By: Tianah Schrock, Assistant Secretary

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

State of: California

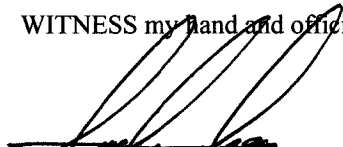
County of: San Diego

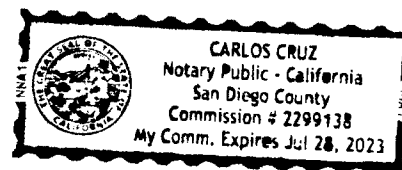
On OCT 08 2021 before me, Carlos Cruz a notary public, personally appeared Tianah Schrock, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)


Signature



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder: <u>MITZI L. CLARKSON, JOHN CLARKSON</u> <i>Or</i> Borrower(s): <u>MITZI L. CLARKSON, JOHN CLARKSON</u>	Trustee Name and Address: Quality Loan Service Corp. 2763 Camino Del Rio South San Diego, CA 92108
Property Address: 1700 RAVANUSA DRIVE HENDERSON, NV 89052-3104	Deed of Trust Document: <u>Instrument No. 20080630-0004237</u>

STATE OF Florida)
 COUNTY OF Palm Beach) ss:

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

1. I am an Contract Management Coordinator of PHH Mortgage Corporation ("PHH"). I am duly authorized to make this Affidavit for PHH in its capacity as the current beneficiary of the subject Deed of trust ("Beneficiary") or the Servicer for the current beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit from my review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, my review of the records of the recorder of the county in which the property is located, and/or title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State. I can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

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

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

APN: 191-01-418-004

File No.: NV-21-894434-SH



Quality Loan Service Corp.		2763 Camino Del Rio South San Diego, CA 92108
Full Name		Street, City, State, Zip

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

PHH Mortgage Corporation		One Mortgage Way Mount Laurel, NJ 08054
Full Name		Street, City, State, Zip

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

PHH Mortgage Corporation		One Mortgage Way Mount Laurel, NJ 08054
Full Name		Street, City, State, Zip

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

PHH Mortgage Corporation		One Mortgage Way Mount Laurel, NJ 08054
Full Name		Street, City, State, Zip

8. The beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust.

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



10. The borrower or obligor may call the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (800) 210-8849.

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

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
12/15/2011	201112150003046	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR GMAC MORTGAGE, LLC DBA DITECH, a Residential mortgage Lender Its Successors and Assigns	GMAC MORTGAGE, LLC
7/31/2013	201307310003015	GMAC MORTGAGE, LLC	OCWEN LOAN SERVICING, LLC

APN: 191-01-418-004

File No.: NV-21-894434-SH



PHH Mortgage Corporation

Signed by: Kyandra Brown

Dated: Oct 5th 2021

Print Name: **Kyandra Brown / Contract Management Coordinator**

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [☒] physical presence or [☐] online notarization, this 5th day of Oct 2021, by **Kyandra Brown as Contract Management Coordinator** for PHH Mortgage Corporation who is personally known to me or who has produced N/A as identification.

Shana Golding
Signature of Notary Public

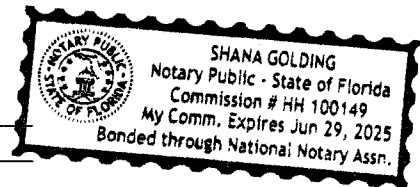
Name of Notary Public: Shana Golding

Notary Commission Expiration Date:

Personally known: ☒

OR Produced Identification: N/A

Type of Identification Produced: N/A



APN: 191-01-418-004

File No.: NV-21-894434-SH



Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321, Section 11(6)

Borrower(s): MITZI L. CLARKSON, JOHN CLARKSON

Mortgage Servicer: PHH Mortgage Corporation

Property Address: 1700 RAVANUSA DRIVE, HENDERSON, NV 89052-3104

The undersigned, as an authorized agent or employee of the mortgage servicer named above, declares that:

1. ☒ The mortgage servicer has contacted the borrower pursuant to Nevada Senate Bill 321, Section 11(2), to "assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
2. ☐ The mortgage servicer has exercised due diligence to contact the borrower pursuant to Nevada Senate Bill 321, Section 11(5), to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. ☐ No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to Nevada Senate Bill 321, Section 3.
4. ☐ No contact was required because the requirements of Nevada Senate Bill 321, Sections 2-16, inclusive, do not apply because the loan is not a "residential mortgage loan" because it is not primarily for personal, family or household use or is not secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086 pursuant to Nevada Senate Bill 321, Section 7.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Dated: 09/23/2021

Belgica Rodriguez
By:

Belgica Rodriguez

Contract Management Coordinator



EXHIBIT 12

Inst #: 20220121-0001551
Fees: \$42.00
01/21/2022 11:21:06 AM
Receipt #: 4861315
Requestor:
WFG National Title Insura
Recorded By: SOV Pgs: 2
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN No.: 191-01-418-004

Recording requested by:
Same as below

When recorded mail to:
Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108

Space above this line for recorders use only

TS No.: **NV-21-894434-SH**
Order No.: **1982568NVD**

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

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 6/26/2008. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

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

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

Trustor(s): **MITZI L. CLARKSON AND JOHN CLARKSON, WIFE AND HUSBAND JOINT TENANTS**

Recorded: **6/30/2008 as Instrument No. 20080630-0004237** of Official Records in the office of the Recorder of **CLARK** County, Nevada;

Date of Sale: **2/18/2022 at 10:00 AM**

Place of Sale: **At the Office of the Nevada Legal News Located at 930 South 4th Street Las Vegas, Nevada 89101**

Amount of unpaid balance and other charges: **\$515,528.03**

The purported property address is: **1700 RAVANUSA DRIVE, HENDERSON, NV 89052-3104**

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



If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

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

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

TS No.: NV-21-894434-SH

Date: 11/20/22

Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711 For NON SALE information only
Sale Line: 702-382-2747
Or Login to: <http://www.qualityloan.com>
Reinstatement Line: (866) 645-7711 Ext 5318

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

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

State of: California

County of: San Diego

On JAN 20 2022 before me, K. Grant a notary public, personally appeared Ronald Alonzo, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Signature

K. Grant

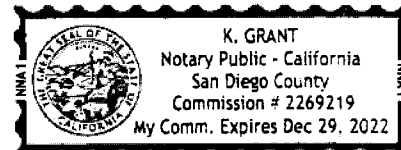


EXHIBIT 13

User Name: John Wright

Date and Time: Friday, February 11, 2022 7:23:00 PM EST

Job Number: 164145549

Document (1)

1. [Jarvis v. Fannie Mae, 726 Fed. Appx. 666](#)

Client/Matter: Twin Rock Holdings, LLC - Hospitality Place

Search Terms: robert C. jarvis

Search Type: Natural Language

Narrowed by:

Content Type
Cases

Narrowed by

Court: Federal > 1st Circuit1st Cir. - Ct. of App.,Federal > 2nd Circuit2nd Cir. - Ct. of App.,Federal > 3rd Circuit3rd Cir. - Ct. of App.,Federal > 4th Circuit4th Cir. - Ct. of App.,Federal > 5th Circuit5th Cir. - Ct. of App.,Federal > 6th Circuit6th Cir. - Ct. of App.,Federal > 7th Circuit7th Cir. - Ct. of App.,Federal > 8th Circuit8th Cir. - Ct. of App.,Federal > 10th Circuit10th Cir. - Ct. of App.,Federal > 11th Circuit11th Cir. - Ct. of App.,Federal > D.C. CircuitD.C. Cir. - Ct. of App.,Federal > Fed. CircuitFed. Cir. - Ct. of App.,Federal > 9th Circuit



Caution

As of: February 12, 2022 12:23 AM Z

Jarvis v. Fannie Mae

United States Court of Appeals for the Ninth Circuit

June 7, 2018, Argued and Submitted, Seattle, Washington; June 14, 2018, Filed

No. 17-35428

Reporter

726 Fed. Appx. 666 *; 2018 U.S. App. LEXIS 15996 **; 2018 WL 2979017

ROBERT C. JARVIS, RETHA D. **JARVIS**, Husband and Wife, Plaintiffs-Appellees, v. FEDERAL NATIONAL MORTGAGE ASSOCIATION, a federal corporation, Defendant-Appellant.

Notice: PLEASE REFER TO *FEDERAL RULES OF APPELLATE PROCEDURE RULE 32.1* GOVERNING THE CITATION TO UNPUBLISHED OPINIONS.

Subsequent History: Motion denied by [*Jarvis v. Fannie Mae \(In re Jarvis\)*, 2018 U.S. App. LEXIS 17054 \(9th Cir. Wash., June 22, 2018\)](#)

Costs and fees proceeding at, Motion granted by [*Jarvis v. Fannie Mae*, 2018 U.S. App. LEXIS 18500 \(9th Cir. Wash., July 6, 2018\)](#)

Prior History: **[**1]** Appeal from the United States District Court for the Western District of Washington. D.C. No. 3:16-cv-05194-RBL. Ronald B. Leighton, District Judge, Presiding.

[*Jarvis v. Fannie Mae*, 2017 U.S. Dist. LEXIS 62102 \(W.D. Wash., Apr. 24, 2017\)](#)

Disposition: AFFIRMED.

Core Terms

statute of limitations, last installment, make payment, trust deed, installment, foreclose, bankruptcy discharge, summary judgment, proceedings, quiet-title, provisions, reaffirmed, decisions, becomes

Counsel: For **ROBERT C. JARVIS**, RETHA D. **JARVIS**, Husband and Wife, Plaintiffs - Appellees: Loren Dee Combs, Attorney, Gregory F. Amann, Attorney, VSI LAW GROUP PLLC, Tacoma, WA.

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Judges: Before: BYBEE and N.R. SMITH, Circuit Judges, and HUCK, ** District Judge.

Opinion

** The Honorable Paul C. Huck, United States District Judge for the U.S. District Court for Southern Florida, sitting by designation.

John Wright

[*666] MEMORANDUM*

Defendant Federal National Mortgage Association ("Fannie Mae") appeals the district court's grant of summary judgment to plaintiffs Robert and Retha Jarvis. The parties are familiar with the facts and proceedings, which are not set out here. We have jurisdiction pursuant to 28 U.S.C. § 1291 and review the district court's grant of summary judgment de novo. Bradford v. Scherschligt, 803 F.3d 382, 385-86 (9th Cir. 2015). For the reasons stated below, we affirm.

Under Washington law, the statute of limitations on a written installment **[**2]** contract—like the deed of trust here—is six years. Wash. Rev. Code § 4.16.040, Edmundson v. Bank of Am., 194 Wn. App. 920, 378 P.3d 272, 276 (Wash. Ct. App. 2016). "[T]he statute of limitations runs against each installment from the time it becomes due; that is, from the time when an action might be brought to recover it." Edmundson, 378 P.3d at 277 (quoting Herzog v. Herzog, 23 Wn.2d 382, 161 P.2d 142, 144-45 (Wash. 1945)). **[*667]** The final six-year period to foreclose runs from the time the final installment becomes due. See 4518 S. 256th, LLC v. Karen L. Gibbon, P.S., 195 Wn. App. 423, 382 P.3d 1, 6 (Wash. Ct. App. 2016). This may occur upon the last installment due before discharge of the borrower's personal liability on the associated note. See Edmundson, 378 P.3d at 278.

The Jarvises never reaffirmed or made any further payments on the note after their bankruptcy, and neither Fannie Mae nor any prior holder of the deed of trust ever accelerated the debt or initiated foreclosure proceedings. The statute of limitations to foreclose on the deed of trust ran from the last installment due before

the Jarvises' bankruptcy discharge in February 2009 and expired before the Jarvises brought this quiet-title action nearly seven years later in February 2016. Summary judgment in favor of the Jarvises on their quiet-title claim was therefore appropriate. See Wash. Rev. Code § 7.28.300.

Fannie Mae's arguments to the contrary are without merit. Calculating the statute of limitations from the last installment due before the bankruptcy discharge **[**3]** is not inconsistent with the United States Supreme Court's decisions in Johnson v. Home State Bank, 501 U.S. 78, 84, 111 S. Ct. 2150, 115 L. Ed. 2d 66 (1991), and Dewsnup v. Timm, 502 U.S. 410, 418-19, 112 S. Ct. 773, 116 L. Ed. 2d 903 (1992). Although these decisions held that secured interests pass through bankruptcy unaffected, they did not speak to the effect of bankruptcy on the accrual of the statute of limitations for foreclosing on such interests, which is a matter of state law.

Calculating the statute of limitations in this way also does not conflict with the "ride-through doctrine" under which a debtor may continue to make payments after bankruptcy without reaffirming the debt, with 11 U.S.C. § 524(j), or with the Consumer Financial Protection Bureau regulations codified at 12 C.F.R. § 1026.41. The Jarvises did not continue to make payments after their bankruptcy, and thus these provisions are not at issue here. Fannie Mae's conjecture as to how these provisions might be abused in a different case in which a debtor did continue to make payments after bankruptcy is not a reason to disregard Washington courts' interpretation of the state statute of limitations. See Edmundson, 378 P.3d at 278.

AFFIRMED.

* This disposition is not appropriate for publication and is not precedent except as provided by Ninth Circuit Rule 36-3.