

IN THE SUPREME COURT OF THE STATE OF NEVADA

BRAD RESNIK,

Appellant,

vs.

QUALITY LOAN SERVICE CORPORATION;
SATICOY BAY LLC, 4928 E. MONROE AVE.;

NATIONSTAR MORTGAGE LLC, D/B/A

MR. COOPER;

U.S. BANK TRUST NATIONAL ASSOCIATION,
AS OWNER TRUSTEE FOR VRMTG ASSET TRUST;
AND SHELLPOINT

Respondents

No. 84751

Electronically Filed
Aug 01 2022 08:13 a.m.
Elizabeth A. Brown
Clerk of Supreme Court

EMERGENCY MOTION FOR STAY UNDER NRAP 27(e)

RELIEF REQUIRED BEFORE August 3, 2022 at noon

[anticipated time Saticoy Bay will seek further entrance to the Subject
Property based on representations of it's agent, Cecilio]

Pursuant to NRAP 8, Petitioner BRAD RESNIK [Resnik], by and
through his counsel, Benjamin B. Childs moves this honorable Court to
order a stay of Temporary Writ of Restitution. [Exhibit 11] A stay was
requested in the District Court and the filed pleadings are Exhibits 12
through 15. The district court issued a decision by filing a Minute Order
on July 30, 2022. [Exhibit 16] Resnik's stay was denied because the court

found none of the Fritz Hansen A/S v. Dist. Ct. 116 Nev. 650, 657, 6 P.3d 982, 989 (2000) factors favor Resnik.

It is undisputed that Resnik was under consideration for a foreclosure prevention alternative when the foreclosure sale was conducted. Thus the sale is void. Regardless of notice of the sale, his right to receive notice, or any other facts, he was a successor borrower and the sale was conducted in violation of NRS 107.530(1) and the sale is void under NRS 107.080(5).

I. DISTRICT COURT DECISION INACCURATELY STATES FACTS
AND MISAPPLIES THE LAW

A. Factual History recited in the Minute Order undeniably incorrect

In his motion, Resnik accurately stated the facts with citations to highlighted exhibits. The district court still misstated certain key facts.

The very first sentence in the Factual Statement [Exhibit 16] is inaccurate as it states the “loan secured by a deed of trust (APN ending in

089) and it was recorded on August 22, 2008.”. The August 22, 2008 deed of trust APN ended in 889. [Exhibit 5].

B. Decision ignores federal law

While the Minute Order correctly cites to Nevada law, it ignores federal law which is controlling under the supremacy clause. The loan at issue is a federally regulated loan. As set forth in Resnik’s reply filed July 27, 2022, [Exhibit 15] Federal law defines Resnik as a successor in interest, with all the rights of a borrower.

The Supremacy Clause is a clause within Article VI of the U.S. Constitution which dictates that federal law is the "supreme law of the land." This means that judges in every state must follow the Constitution, laws, and treaties of the federal government in matters which are directly or indirectly within the government's control. Under the doctrine of preemption, which is based on the Supremacy Clause, federal law preempts state law when the laws conflict. This is well settled law,

beginning with Erie Railroad Co. v. Tompkins, 304 U.S. 64, 58 S.Ct. 817 (1938) and its progeny.

1. FEDERAL LAW PROTECTS SUCCESSORS IN INTEREST

"Successors in interest" get the same protections under federal mortgage servicing laws as the original borrower. 12 C.F.R. § 1024.30(d) states as follows:

(d) Successors in interest. A confirmed successor in interest shall be considered a borrower for purposes of § 1024.17 and this subpart.

12 C.F.R. § 1024.31 defines a successor in interest as someone who receives property through:

- (2) A transfer to a relative resulting from the death of a borrower;
- (3) A transfer where the spouse or children of the borrower become an owner of the property;

2. PROTECTIONS FOR SUCCESSORS IN INTEREST

Resnik, as a successor in interest, is a "consumer" for TILA's mortgage servicing rules. See 12 C.F.R §§ 1024.30(d) and 1026.2(11).

Thus, a confirmed successor in interest is entitled to the same rights as the original borrower or consumer, including loan modifications, called Early Intervention, pursuant to 12 C.F.R § 1024.39.

Because the servicer must treat a successor in interest as a borrower, the servicer has to, among other things, promptly identify and communicate with surviving family members and others who have a legal interest in the home and provide information about the loan and (if appropriate) how to qualify for available loss mitigation options. These protections and servicing obligations apply to the subject Deed of Trust [Exhibit 5] as it is Fannie Mae loan. See 12 C.F.R. § 1024.30.

C. Recording Requirement was incorrect statement of law

NRS 111.312(1) requires an APN to record conveyances of interests in real property. The minute order states that the purchaser, Saticoy Bay, “is charged with notice of what that inquiry would have revealed”. Thus, Saticoy Bay knew there was a discrepancy in the APN. Which is why an

accurate factual statement is critical to making a decision in this case.

The district court started with the inaccurate statement that the “loan secured by a deed of trust (APN ending in 089)”;

but the APN ended in 889 [Exhibit 5]. Saticoy Bay was on notice of the discrepancy between the 2008 vesting deed [Exhibit 7], the deed of trust [Exhibit 5] and the assignment of deed of trust, which also had the wrong APN [Exhibit 6].

D. Resnik remains in the Subject Property

The district court finding that Resnik has vacated the property, and therefore there is no harm to him, is another inaccuracy. It was stated in his July 27, 2022 Reply [Exhibit 15, 2:18] that he as asking to “remain in his home pending resolution of the appeal, and pending resolution of the entire case”. Plaintiff remains in the property and there are other tenants in the property. To alleviate any doubt, Brad Resnik’s declaration is attached as Exhibit 18. Even if he had moved out of the home, the object of the appeal

would be defeated if the stay is denied because he will have been dispossessed of his property.

E. Lender acknowledged that Resnik is the successor in interest and entitled to foreclosure prevention alternatives

Finally, finding that Plaintiff was not entitled to foreclosure prevention alternative directly contradicts the June 20, 2020 and the October 15, 2021 communications from the loan servicer. The June, 2020 letter states his status was “the confirmed successor in interest in the real property securing the above-referenced account” [Exhibit 9] and then in October, 2021 that he being evaluated “for loss mitigation options”. [Exhibit 1]

Even if Resnik obtained title November 4, 2021, the loan servicer admits he was under a review for “foreclosure prevention alternative”. NRS 107.530(1) states plainly that, once under a review for foreclosure prevention,

“then the mortgage servicer, mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person may **not** conduct a foreclosure sale until one of the following has occurred:

- (a) The borrower fails to submit all the documents or information required to complete the application within 30 calendar days after the date of the initial acknowledgment of receipt of the application sent to the borrower pursuant to NRS 107.520.
- (b) The mortgage servicer, mortgagee or beneficiary of the deed of trust makes a written determination that the borrower is not eligible for a foreclosure prevention alternative, and any appeal period pursuant to subsection 5 has expired.
- (c) The borrower does not accept a written offer for a foreclosure prevention alternative within 14 calendar days after the date on which the offer is received by the borrower.
- (d) The borrower accepts a written offer for a foreclosure prevention alternative, but defaults on, or otherwise breaches the borrower's obligations under, the foreclosure prevention alternative.

None of these events occurred. [Exhibit 18]

NRS107.080(5) expressly states “a sale made pursuant to this section must be declared void by any court of competent jurisdiction in the county where the sale took place ...”

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II. DISCUSSION OF FACTORS

The factors to be considered when considering a stay under NRAP 8(c) are set forth in Fritz Hansen A/S v. Dist. Ct. 116 Nev. 650, 657, 6 P.3d 982, 989 (2000).

- (1) Whether the object of the appeal or writ petition will be defeated if the stay is denied;
- (2) Whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied;
- (3) Whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted; and
- (4) Whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition.

Contrary to the findings in the Minute Order, the factors all mitigate toward granting the stay. First, the object of the appeal will likely be defeated if the stay is denied. Resnik will be forced to move from his home of many decades. His personal property, which is substantial, [Exhibit 10] will be lost. When he eventually prevails in the case, the property will be substantially altered.

Second, if the stay is denied Resnik will suffer irreparable harm. He will have been forced to leave his home of many decades and his personal property, which is substantial will be lost. [Exhibit 10]

Third, Saticoy Bay suffers no irreparable injury because the status quo will be maintained. It will continue to have a contested title to the Subject Property based on it's highly speculative bid at the November 19, 2021 foreclosure sale.

Fourth, Resnik is likely to prevail on his appeal.

III. CONCLUSION

Resnik is simply trying to keep his home. To avoid irreparable harm relief is requested in the form of a stay before he is removed from the Subject Property. Thus, he files this Emergency Motion to stay.

Exhibits are attached.

/s/ Benjamin B. Childs
Nevada Bar # 3946
Attorney for Petitioner

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BRAD RESNIK

Appellant,

vs.

QUALITY LOAN SERVICE CORPORATION;
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NATIONSTAR MORTGAGE LLC, D/B/A
MR. COOPER;
U.S. BANK TRUST NATIONAL ASSOCIATION,
AS OWNER TRUSTEE FOR VRMTG ASSET TRUST;
AND SHELLPOINT

No. 84751

Respondents

EXHIBITS TO PLAINTIFF'S MOTION FOR STAY

Exhibit	Description	Bates #
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1	10/5/2021 Letter from Mr. Cooper	1 - 2
2	Resnik's payments to Mr. Cooper and Shellpoint	3 - 18
3	11/04/2021 Deed from Robert Resnik	19 - 22
4	12/01/2021 [recorded date] Trustee Deed Upon Sale	23 - 27
5	8/22/2008 Deed of Trust	28 - 48
6	10/21/2021 Assignment of Deed of Trust	49 - 51
7	8/22/2008 GBS Deed [vesting deed]	52 - 56
8	Assessor Printout	57 - 60
9	06/20/20 Letter from Mr. Cooper	61 - 62
10	Google Earth satellite picture	63 - 64
11	Order Granting Temporary Writ of Restitution filed April 29, 2022	65 - 67
12	Resnik's Motion for Stay filed July 22, 2022	68 - 82

13	Saticoy Bay Opposition filed July 25, 2022	83 - 180
14	Saticoy Bay Supplement filed July 26, 2022	181 - 186
15	Resnick Reply filed July 27, 2022	187 - 199
16	Minute Order decision dated July 30, 2022	200 - 203
17	Declaration of Robert Resnik dated July 31, 2022	205 - 206
18	Declaration of Brad Resnick dated July 31, 2022	206 - 208

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

EXHIBIT 1

After Trans to shell point
got this confirm all into son loss

mr.
cooper

CHANGING THE FACE OF HOME LOANS

PO Box 619097
Dallas, TX 75261

10/05/2021



OUR INFO

ONLINE

www.mrcooper.com



YOUR INFO

LOAN NUMBER

0596650396

PROPERTY ADDRESS

4928 E MONROE AVE
LAS VEGAS, NV 89110



1331 1 MB 0.485 T4 P1 AUTO 945340.2-NNNNNN-30669494

ESTATE OF JANET RESNIK

C/O BRAD RESNIK

4928 E MONROE AVE

LAS VEGAS, NV 89110

Dear Estate Of Janet Resnik:

In response to your request for a loss mitigation review, this letter will confirm that we have all of the information that we need from you to evaluate your eligibility¹ for loss mitigation options. In the event no documentation was necessary, we are considering your application to be complete as of the date you requested the loss mitigation review. If documentation or other information (a "Borrower Response Package") was required to conduct a loss mitigation review, the date your application is considered to be complete is the date we received all of the requested documentation/information from you. Your application was deemed to be complete on 10/4/2021.

The evaluation period for loss mitigation options has now begun and is generally 30 days. Because you either were not required to submit documentation or you have timely submitted a complete Borrower Response Package, you are entitled to certain foreclosure protections during the evaluation period. We will not commence or initiate foreclosure proceedings or if foreclosure proceedings had already been commenced or initiated prior to our receipt of your complete application, we will not move forward with a foreclosure sale before evaluating your complete application.

During the evaluation period, we will determine whether or not you are eligible for loss mitigation options based upon the information we have. If we determine at a later date that we need additional information to complete our evaluation of your application, we will request the additional information from you and provide you with a reasonable opportunity to submit it. In such case, the evaluation process may take longer, and the foreclosure protections could end if we do not receive the information as requested.

Please note that if you submitted a complete application as a potential successor in interest, while we can review the application to determine potential eligibility for loss mitigation options, such eligibility would be contingent upon your confirmation as a successor in interest during the evaluation period (within 30 days of the date your application was deemed to be complete). If your status has not been confirmed by the end of the evaluation period, your application will be rejected. We encourage you to work closely with our Research team to ensure they have everything they need to timely confirm your successor in interest status.

Please note that you may be entitled to additional protections under State or Federal law.

Once we have concluded our evaluation, we will send you a notification informing you of the loss mitigation options which are and are not available to you. If you qualify for a loss mitigation option, you will have 14 days from your receipt of the offer to accept or reject the offer. If you do not respond within 14 days, the offer may be deemed as rejected. There is no guarantee that you will qualify or receive any loss mitigation options. Depending upon the programs for which you are evaluated, we may be required to obtain third party approval to determine your eligibility.

In determining whether you are eligible for a modification program, we may obtain a valuation of your property such as an appraisal or BPO. In such case, we will promptly provide you with a copy of any such valuation regardless of whether you are approved for a modification. Copies of valuations will be provided at no cost to you.

¹ Eligibility means you are qualified to participate in a program. However, eligibility for liquidation programs (short sale/deed in lieu) may be contingent upon receipt of additional information.

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

If you are a successor in interest (received the property from a relative through death, devise, or divorce, and you are not a borrower on the loan) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

Resnik Motion For Stay

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33-7

945340.2-1331.1

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

EXHIBIT 2

ITEMIZATION OF PAYMENTS MADE BY BRAD RESNIK
8/20/2020 through 11/17/2021

Date	Payee	MO #	Amount
08/20/20	Mr. Cooper	19147827731	\$1,000.00
		19147827732	\$56.58
10/20/20	Mr. Cooper	19147909141	\$1,000.00
		19147909142	\$200.00
12/18/20	Mr. Cooper	19205402572	\$1,000.00
		19205402573	\$200.00
01/20/21	Mr. Cooper	19205450331	\$1,000.00
		19205450332	\$400.00
02/18/21	Mr. Cooper	19205502384	\$1,000.00
		19205502385	\$400.00
03/18/21	Mr. Cooper	19205505965	\$1,000.00
		19205505966	\$500.00
04/20/21	Mr. Cooper	19241597507	\$1,000.00
		19241597508	\$400.00
05/18/21	Mr. Cooper	19241669500	\$1,000.00
		19241669501	\$600.00
07/20/21	Mr. Cooper	19268663931	\$1,000.00
		19268663932	\$600.00
08/18/21	Mr. Cooper	19268722949	\$1,000.00
		19268722950	\$600.00
Total Payments to Mr. Cooper			\$13,956.58
10/22/21	Shellpoint	19332095483	\$1,000.00
		19332095485	\$100.00
10/21/21	Shellpoint	19332097933	\$1,000.00
		19332097934	\$100.00
11/17/21	Shellpoint	19332138100	\$1,000.00
		19332138101	\$400.00
Total Payments to Shellpoint			\$3,600.00
Total of all Payments			\$17,556.58

the cooper

40 East 108th St
2nd Floor
Cleveland, OH 44105

3000 S. AUSTIN, 1st Fl., AUSTIN, TEXAS 78746-0000

ESTATE OF JAMES E. COOPER
COURT REPORTER
1626 E. HIGHWAY AVE
LAS VEGAS, NV 89101



MORTGAGE LOAN STATEMENT

DATE OF STATEMENT
10/20/2020
LOAN NUMBER
0596650396

REINSTATEMENT
AMOUNT DUE**
\$21,864.45

Reinstatement is required when
your 11/1/2020 due date is
late by 15 or more days.

QUESTIONS? WE'RE HERE TO HELP.

Call 1-800-440-8452 or visit www.mortgage.com
or email customer.service@mortgage.com
or visit www.mortgage.com
or visit www.mortgage.com

Equal Housing Lender

ACCOUNT OVERVIEW

ACCOUNT NUMBER
0596650396
DATE OF STATEMENT
10/20/2020

PAST PAYMENTS BREAKDOWN

CATEGORY	PAID PERIOD (DATE)	PAID TO DATE
PRINCIPAL	\$1,100.00	\$1,100.00
INTEREST	\$1,100.00	\$1,100.00
PROPERTY TAXES	\$1,100.00	\$1,100.00
HOA DUES	\$1,100.00	\$1,100.00
INSURANCE	\$1,100.00	\$1,100.00
FEES & CHARGES	\$1,100.00	\$1,100.00
UNPAID / DEFERRED	\$1,100.00	\$1,100.00
TOTAL	\$1,100.00	\$1,100.00

EXPLANATION OF AMOUNT DUE

CATEGORY	AMOUNT
PRINCIPAL	\$220.00
INTEREST	\$220.00
PROPERTY TAXES	\$220.00
HOA DUES	\$220.00
INSURANCE	\$220.00
FEES & CHARGES	\$220.00
UNPAID / DEFERRED	\$220.00
REINSTATEMENT AMOUNT DUE**	\$21,864.45
TOTAL	\$21,864.45

Reinstatement is required when your 11/1/2020 due date is late by 15 or more days.

We have 10 included letters that discuss the details.

HERE'S SOME HELPFUL INFORMATION

YOUR PANDEMIC DELAY: You are currently in an extraordinary situation. We know you and your family are safe and when a quiet we could provide this payment relief to you. We want to provide you with a temporary relief from your mortgage payments. While you are in this situation, we will not report your mortgage to the credit bureaus or provide any foreclosure action. Make arrangements with your lender. Your actions are up to you. We encourage you to contact your lender to discuss your situation. We will not report your mortgage to the credit bureaus or provide any foreclosure action. Make arrangements with your lender. Your actions are up to you. We encourage you to contact your lender to discuss your situation.

The Reinstatement Amount Due: is the amount you must pay of the amount of the statement to bring your loan current. This includes the principal, interest, property taxes, HOA dues, insurance, fees and charges. The Reinstatement Amount Due is the amount you must pay of the amount of the statement to bring your loan current. This includes the principal, interest, property taxes, HOA dues, insurance, fees and charges. The Reinstatement Amount Due is the amount you must pay of the amount of the statement to bring your loan current. This includes the principal, interest, property taxes, HOA dues, insurance, fees and charges.

Partial Payments: refers to a payment less than your full monthly mortgage loan payment. This may be received on your account. These loans are applied to, and only to, a separate non-foreclosed loan account. When you have a partial payment, you are required to pay the full monthly mortgage loan payment. In order to apply these funds to your mortgage loan, you are required to pay the full monthly mortgage loan payment. In order to apply these funds to your mortgage loan, you are required to pay the full monthly mortgage loan payment.

As shown above, your escrow account has a negative balance. This means your escrow account may result in your monthly mortgage payment. As shown above, your escrow account has a negative balance. This means your escrow account may result in your monthly mortgage payment. As shown above, your escrow account has a negative balance. This means your escrow account may result in your monthly mortgage payment.

TRANSACTION ACTIVITY (09/19/2020 TO 10/20/2020)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCRW	OTHER
10/19/2020	Partial Payment	\$1,100.00	\$1,100.00			
09/19/2020	Escrow Payment	\$1,100.00			\$1,100.00	
09/19/2020	Escrow Payment	\$1,100.00			\$1,100.00	

We understand your situation and we want to help you. We will not report your mortgage to the credit bureaus or provide any foreclosure action. Make arrangements with your lender. Your actions are up to you. We encourage you to contact your lender to discuss your situation.

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

Equal Housing Lender

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Equal Housing Lender

Equal Housing Lender

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[illegible]

EXPLANATION OF ABBREVIATIONS

[illegible]

Journal of Interpersonal Violence 27(10)

HERE'S SOME HELPFUL INFORMATION [View Your 2014 Additional Voluntary Deductions](#)

[illegible]

*The following information is provided for your information. You may pay up to 10% of the charge for the following services to help your unit. (Note: These fees are not included in The Accredited American Family's approved program fee.) The only of the following services that qualify for your payment include food and beverage services for a formal dinner or reception to recognize a retiree and an immediate family member. If other family will be present, the fee for the complimentary refreshments must be included in the program fee. (A \$1000 limit of the charge for each meal is subject to the number of family members who will be present.)

Early Discharge refers to a payment less than your full monthly mortgage. You suggest due to the non-payment of your mortgage. These funds are applied to reducing the mortgage balance, keeping you from falling behind on payments. Lenders are not required to make a monthly mortgage payment, but you may have to pay the mortgage balance. The lender will not accept a payment less than the full monthly mortgage payment. The lender will not accept a payment less than the full monthly mortgage payment. The lender will not accept a payment less than the full monthly mortgage payment.

As shown above, your reply should be a legal analysis. This means you must identify and measure the legal issues in your case, explain the Wisconsin legal principles that apply, and then apply those principles to the facts of your case.

TRANSACTION ACTIVITY (11/19/2020 TO 12/18/2020) 18-740,000 for annual increase (L)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	EQUITY/	OTHER
					LOAN TO	
11/15/2007	Client Pay Received	1,000.00				
01/15/2008	Bank Interest	1,000.00				1,000.00

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MONEY ORDERS HELD IN PT - NON-NEGOTIABLE

Mike Cooper

14-00000

1 2 3 4 5 6 7 8 9 10 11 12



MAYBE ORDER RECEIPT - NON NEGOTIABLE

Mr. Cooper
 Mr. Cooper, 1000 1st Ave. S.E., Minneapolis, Minn.
 Mr. Cooper, 1000 1st Ave. S.E., Minneapolis, Minn.
 Mr. Cooper, 1000 1st Ave. S.E., Minneapolis, Minn.

DOI: 10.1002/jbm.b.10072

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MORTGAGE LOAN STATEMENT

12/18/2020
CLAYTON LEMKE
0595650396

**REINSTATEMENT
AMOUNT DUE****
\$23,977.61

[illegible]

QUESTIONS? WE'RE HERE TO HELP.

1000 E. University Ave., RM-404, Suite 202
 New York, NY 10008-4107
 FAX: (212) 312-2000
 Call today to learn more!
 www.ams.org/ams

5000 E. 1st Ave. Suite 100
 Englewood, CO 80111
 (303) 751-3442
 Fax: (303) 751-3443
 5000 E. 1st Ave. Suite 100
 Englewood, CO 80111



ACCOUNT OVERVIEW

DEFINITION: $P(\text{male}) = 0.40$	$P(\text{male}) = 0.40$
$1 - 0.40 = 0.60$	0.60
$0.40 \times 0.60 = 0.24$	0.24
$0.60 \times 0.60 = 0.36$	0.36
$0.24 + 0.36 = 0.60$	0.60
$0.40 \times 0.40 = 0.16$	0.16
$0.60 \times 0.40 = 0.24$	0.24
$0.16 + 0.24 = 0.40$	0.40

11/11/2011

7.375%

이 글은 2014년 12월 15일 14:00에 작성된 글입니다.

-12 751 26

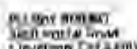
^a The observed number of cases reported (reported) versus if you had not been vaccinated (not vaccinated) in the month of death.

PAST PAYMENTS BREAKDOWN

[illegible]

NUMBER 001984

Resnik Motion For Stay
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ESTATE OF LARRY C. JOHNS
C/O BRAD FORD
2020 E. FIVE MILE AVE.
LAS VEGAS, NV 89101



CATEGORY

SALES TAX		\$25.00
INTEREST		\$660.00
ECONOMY AMOUNT (THE FACTS & INSURANCE CO.)		\$660.00
OPTIONAL PRODUCTS & SERVICES		\$177.50
TOTAL \$125.00 CHARGE		\$0.00
RECEIVED FROM YOU		\$125.00
AMOUNT PAID BY YOU		\$125.00
Waiting Charge (See Amount)		\$1,000.00
REINSTATEMENT AMOUNT (See #)		\$25,150.00
Amount Due From Insurance Co.		\$25,000.00
Amount Due From Insured (See #)		\$150.00

See page 6 for detailed Cisco VME Customer Register

HERE'S SOME HELPFUL INFORMATION Use Question 2 for Additional Critical Thinking

THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. THE PURPOSE OF THIS INFORMATION IS TO PROVIDE YOU WITH INFORMATION THAT MAY BE USEFUL TO YOU IN YOUR BUSINESS. THE INFORMATION IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

If you are sending additional funds to be applied towards your outstanding loan, please send them to the address listed above. Additionally, if you are sending additional funds to be applied towards your outstanding loan, please include the amount of the payment in the subject line of the email. Please also include the date of the payment in the subject line of the email. Please also include the date of the payment in the subject line of the email.

***The Integrated Applicant has the right to receive you such more as at the end of this billing statement. Having your statement, you must have been submitted. The Integrated Applicant has the right to be approved as a new or old business plan. If either of these amounts is not paid, and the amount is not paid, you will be liable. Please call only to register a payment request on a call page as these amounts will change frequently. We require all Integrated Applicant payments to be made on a call page. The amount of the payment is \$100.00 per order, must be made and must be made.

Partial Payments refer to contributions (over- or under-) made monthly to pay off the full mortgage balance over your term. These funds are applied to a debit to a separate account (not being a loan) determined by the monthly funds you contribute. Only a full mortgage is applied to a debit to this separate account (not being a loan) determined by the monthly funds you contribute. The funds are applied to a debit to this separate account (not being a loan) determined by the monthly funds you contribute. The funds are applied to a debit to this separate account (not being a loan) determined by the monthly funds you contribute.

TRANSACTION ACTIVITY (12/19/2020 TO 01/20/2021)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	SECURITY	OTHER
MM/DD/YY	(For a Payment)	PAID/RC				\$1,700.00

[illegible]

Source: *U.S. Census Bureau, Bureau of Economic Analysis, "Gross Domestic Product by State, 1997-2000,"* <http://www.bea.gov/states/>.

MONEY ORDER RECEIPT - NON NEGOTIABLE

Mr. [unclear]
You can now use cash to pay for millions of American-made products
Western Union Agent Local 10101. I can come to you or you can come to me
cash on your American Balance with American Cash. Find out more at
AT CASH FOR HUNDREDS OF DOLLARS FROM 100.00 STRIKES AND DOLLARS AND
DOLLARS

1. NAME DATE PERIOD

* 19206460332

Mr Cooper

The cash to pay \$1.0 million of American bonds with American participation Western Union agents locations or add cash to you with American Cash then shop at AmericanCash find out more at www.ACT706391 Life insurance of 500,000 \$100,000 of American bonds and no debt.

CHECKOUT - 1-800-888-8888

* 1929545

MORTGAGE LOAN STATEMENT

01/20/2021
0506550395

07/10/2021

**REINSTATEMENT
AMOUNT DUE***
\$25,168.19

If submitted as received and unaltered D2/17/2021, a BUIH2 file is required for approval.

QUESTIONS? WE'RE HERE TO HELP

7511H (Lithium Ion Battery)
 616 Zedong
 And Qing de Hezhong Road
 (868)-516-1472
 111 W3 (Tibet) St

Journal of Management Education 32(10)

ACCOUNT OVERVIEW

地址：上海南京路100号
电话：021-62211111
邮编：200001

INTEREST ON
2.375%

53.73138

The financial balance does not represent the full amount of payments received from customers, because of the following reasons:

PAST PAYMENTS BREAKDOWN

CATEGORY	Q4 2007 10/1/2007-9/30/2007	PASS YEAR 10/1/06-9/30/06
PROPERTY	\$0.00	\$0.00
OFFICE	\$0.00	\$0.00
PERSONNEL (SALARIES & BENEFITS)	\$0.00	\$0.00
REVENUE (COURT FEE)	\$0.00	\$0.00
DEER & HUNTERS	\$0.00	\$0.00
REVENUE (HUNTING FEE)	\$0.00	\$0.00
DEER & HUNTERS	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00

50009121 RINACI, VERA M. --

Resnik Motion For Stay
NSC Case # 84751
Page 8 of 208

the cooper

10000 S. 10th St. Suite 100
Phoenix, AZ 85041
Tel: 602.498.1000
Fax: 602.498.1001
www.cooper.com

10000 S. 10th St. Suite 100
Phoenix, AZ 85041
Tel: 602.498.1000
Fax: 602.498.1001
www.cooper.com

ESTATE OF JAMES E. COOPER
C/O BRAD BLUM
4500 E. MONROE AVE
LAS VEGAS, NV 89101



EXPLANATION OF AMOUNT DUE

CATEGORY	AMOUNT
PRINCIPAL	\$27,241.35
INTEREST	\$258.00
ESCROW (Taxes, Insurance, Fees)	\$1,654.00
TOTAL DUE & CHARGES	\$29,153.35
REPAYMENT CREDIT	\$1,654.00
AMOUNT DUE	\$27,499.35
REINSTATEMENT AMOUNT DUE**	\$27,281.35
AMOUNT DUE (Including Fees)	\$27,281.35
TOTAL AMOUNT DUE (Including Fees)	\$27,281.35

MORTGAGE LOAN STATEMENT

STATEMENT DATE: 03/18/2021
LOAN NUMBER: 0596650395
REINSTATEMENT AMOUNT DUE: \$27,281.35
Interest rate: 4.75%
Term: 30 years
Mortgage Insurance: \$1,654.00
Escrow: \$1,654.00
Total Due: \$29,153.35
Repayment Credit: \$1,654.00
Amount Due: \$27,499.35
Reinstatement Amount Due: \$27,281.35

QUESTIONS? WE'RE HERE TO HELP.

For more information, please call 1-800-451-2263 or visit our website at www.cooper.com. If you have any questions, please call 1-800-451-2263 or visit our website at www.cooper.com.

ACCOUNT OVERVIEW

Account Number: 0596650395
Loan Amount: \$27,281.35
Interest Rate: 4.75%
Term: 30 years
Mortgage Insurance: \$1,654.00
Escrow: \$1,654.00
Total Due: \$29,153.35
Repayment Credit: \$1,654.00
Amount Due: \$27,499.35
Reinstatement Amount Due: \$27,281.35

PAST PAYMENTS BREAKDOWN

CATEGORY	AMOUNT	DATE
PRINCIPAL	\$1,654.00	03/18/2021
INTEREST	\$258.00	03/18/2021
ESCROW (Taxes, Insurance, Fees)	\$1,654.00	03/18/2021
TOTAL	\$3,566.00	03/18/2021

HERE'S SOME HELPFUL INFORMATION (See Page 2 for Additional Information)

From a COVID-19 statement, it is important to understand your rights and responsibilities. Please read this information carefully. If you are having difficulty making your payments, please contact your lender immediately. The lender may be able to help you with a loan modification or other options. Please do not stop making payments without consulting with your lender. If you are having difficulty making your payments, please contact your lender immediately. The lender may be able to help you with a loan modification or other options. Please do not stop making payments without consulting with your lender. If you are having difficulty making your payments, please contact your lender immediately. The lender may be able to help you with a loan modification or other options. Please do not stop making payments without consulting with your lender.

TRANSACTION ACTIVITY (02/19/2021 TO 03/18/2021) (See page 3 for more information)

DATE	DESCRIPTION	TOTAL	DEBIT	CREDIT	ENDING BALANCE
02/19/2021	Payment	\$3,566.00			\$27,281.35
03/18/2021	Payment	\$3,566.00			\$27,281.35

MONEY ORDER RECEIPT - NON NEGOTIABLE

Mr. Cooper

You can now use cash to pay for millions of Amazon.com products. Amazon PayCode is a convenient way to pay for Amazon.com products. Find out more at www.amazon.com/paycode.

ACT 202001 FOR 000000 IT 040321 \$1000.00 (THIRTEEN HUNDRED AND NO/100 DOLLARS)

19205505865

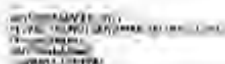
MONEY ORDER RECEIPT - NON NEGOTIABLE

Mr. Cooper

You can now use cash to pay for millions of Amazon.com products. Amazon PayCode is a convenient way to pay for Amazon.com products. Find out more at www.amazon.com/paycode.

ACT 202001 FOR 000000 IT 040321 \$500.00 (FIVE HUNDRED DOLLARS AND NO/100 DOLLARS)

19205505865

[illegible]

PATENTING

[illegible]

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HERE'S SOME HELPFUL INFORMATION See Page 2 for additional critical findings

[illegible]

If you are sending additional funds to a grantee, please include the amount of the additional funds in the "Additional Funds" field. If you are sending additional funds to a grantee, please include the amount of the additional funds in the "Additional Funds" field. If you are sending additional funds to a grantee, please include the amount of the additional funds in the "Additional Funds" field.

[illegible]

TRANSACTION ACTIVITY 10/31/2021 TO 06/20/2021 10:00:00 AM 10/31/2021 10:00:00 AM

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	BALANCE	DATE
01/11/2001	Payment	11,141.30	10,000.00	1,141.30	7,141.30	01/11/2001
02/11/2001	Payment	11,141.30	10,000.00	1,141.30	6,000.00	02/11/2001
03/11/2001	Payment	11,141.30	10,000.00	1,141.30	4,858.70	03/11/2001
04/11/2001	Payment	11,141.30	10,000.00	1,141.30	3,717.40	04/11/2001

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It is not possible to make a general statement about the effect of the different types of information on the different types of information. The effect of the different types of information on the different types of information is not the same for all types of information. The effect of the different types of information on the different types of information is not the same for all types of information.

— *What does it mean to have a child with a disability? How do you feel about it?*

WILLEY OFFER REPORT - WIN NEOTABLE

For all the good deals to pay for millions of Amazon.com products, Amazon ForSale4U participants receive Western Union agent locations. Find out more at info.cash4u.com.

NO INFO FOR REPORT AT URGENT MURKIN (THOUSANDLINE AND NO INFO)

Source: <http://www.fishbase.org>

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1111

1. *Journal of the American Medical Association*, 1997; 277: 1039-1043.

0 1 5 2 4 3 5 3 7 5 0 7

1110 1120 1130 1140 1150 1160 1170 1180 1190 1200 1210 1220 1230 1240 1250 1260 1270 1280 1290 1300 1310 1320 1330 1340 1350 1360 1370 1380 1390 1400 1410 1420 1430 1440 1450 1460 1470 1480 1490 1500 1510 1520 1530 1540 1550 1560 1570 1580 1590 1600 1610 1620 1630 1640 1650 1660 1670 1680 1690 1700 1710 1720 1730 1740 1750 1760 1770 1780 1790 1800 1810 1820 1830 1840 1850 1860 1870 1880 1890 1900 1910 1920 1930 1940 1950 1960 1970 1980 1990 2000 2010 2020 2030 2040 2050 2060 2070 2080 2090 2100 2110 2120 2130 2140 2150 2160 2170 2180 2190 2200 2210 2220 2230 2240 2250 2260 2270 2280 2290 2300 2310 2320 2330 2340 2350 2360 2370 2380 2390 2400 2410 2420 2430 2440 2450 2460 2470 2480 2490 2500 2510 2520 2530 2540 2550 2560 2570 2580 2590 2600 2610 2620 2630 2640 2650 2660 2670 2680 2690 2700 2710 2720 2730 2740 2750 2760 2770 2780 2790 2800 2810 2820 2830 2840 2850 2860 2870 2880 2890 2900 2910 2920 2930 2940 2950 2960 2970 2980 2990 3000 3010 3020 3030 3040 3050 3060 3070 3080 3090 3100 3110 3120 3130 3140 3150 3160 3170 3180 3190 3200 3210 3220 3230 3240 3250 3260 3270 3280 3290 3300 3310 3320 3330 3340 3350 3360 3370 3380 3390 3400 3410 3420 3430 3440 3450 3460 3470 3480 3490 3500 3510 3520 3530 3540 3550 3560 3570 3580 3590 3600 3610 3620 3630 3640 3650 3660 3670 3680 3690 3700 3710 3720 3730 3740 3750 3760 3770 3780 3790 3800 3810 3820 3830 3840 3850 3860 3870 3880 3890 3900 3910 3920 3930 3940 3950 3960 3970 3980 3990 4000 4010 4020 4030 4040 4050 4060 4070 4080 4090 4100 4110 4120 4130 4140 4150 4160 4170 4180 4190 4200 4210 4220 4230 4240 4250 4260 4270 4280 4290 4300 4310 4320 4330 4340 4350 4360 4370 4380 4390 4400 4410 4420 4430 4440 4450 4460 4470 4480 4490 4500 4510 4520 4530 4540 4550 4560 4570 4580 4590 4600 4610 4620 4630 4640 4650 4660 4670 4680 4690 4700 4710 4720 4730 4740 4750 4760 4770 4780 4790 4800 4810 4820 4830 4840 4850 4860 4870 4880 4890 4900 4910 4920 4930 4940 4950 4960 4970 4980 4990 5000 5010 5020 5030 5040 5050 5060 5070 5080 5090 5100 5110 5120 5130 5140 5150 5160 5170 5180 5190 5200 5210 5220 5230 5240 5250 5260 5270 5280 5290 5300 5310 5320 5330 5340 5350 5360 5370 5380 5390 5400 5410 5420 5430 5440 5450 5460 5470 5480 5490 5500 5510 5520 5530 5540 5550 5560 5570 5580 5590 5600 5610 5620 5630 5640 5650 5660 5670 5680 5690 5700 5710 5720 5730 5740 5750 5760 5770 5780 5790 5800 5810 5820 5830 5840 5850 5860 5870 5880 5890 5900 5910 5920 5930 5940 5950 5960 5970 5980 5990 6000 6010 6020 6030 6040 6050 6060 6070 6080 6090 6100 6110 6120 6130 6140 6150 6160 6170 6180 6190 6200 6210 6220 6230 6240 6250 6260 6270 6280 6290 6300 6310 6320 6330 6340 6350 6360 6370 6380 6390 6400 6410 6420 6430 6440 6450 6460 6470 6480 6490 6500 6510 6520 6530 6540 6550 6560 6570 6580 6590 6600 6610 6620 6630 6640 6650 6660 6670 6680 6690 6700 6710 6720 6730 6740 6750 6760 6770 6780 6790 6800 6810 6820 6830 6840 6850 6860 6870 6880 6890 6900 6910 6920 6930 6940 6950 6960 6970 6980 6990 7000 7010 7020 7030 7040 7050 7060 7070 7080 7090 7100 7110 7120 7130 7140 7150 7160 7170 7180 7190 7200 7210 7220 7230 7240 7250 7260 7270 7280 7290 7300 7310 7320 7330 7340 7350 7360 7370 7380 7390 7400 7410 7420 7430 7440 7450 7460 7470 7480 7490 7500 7510 7520 7530 7540 7550 7560 7570 7580 7590 7600 7610 7620 7630 7640 7650 7660 7670 7680 7690 7700 7710 7720 7730 7740 7750 7760 7770 7780 7790 7800 7810 7820 7830 7840 7850 7860 7870 7880 7890 7900 7910 7920 7930 7940 7950 7960 7970 7980 7990 8000 8010 8020 8030 8040 8050 8060 8070 8080 8090 8100 8110 8120 8130 8140 8150 8160 8170 8180 8190 8200 8210 8220 8230 8240 8250 8260 8270 8280 8290 8300 8310 8320 8330 8340 8350 8360 8370 8380 8390 8400 8410 8420 8430 8440 8450 8460 8470 8480 8490 8500 8510 8520 8530 8540 8550 8560 8570 8580 8590 8600 8610 8620 8630 8640 8650 8660 8670 8680 8690 8700 8710 8720 8730 8740 8750 8760 8770 8780 8790 8800 8810 8820 8830 8840 8850 8860 8870 8880 8890 8900 8910 8920 8930 8940 8950 8960 8970 8980 8990 9000 9010 9020 9030 9040 9050 9060 9070 9080 9090 9100 9110 9120 9130 9140 9150 9160 9170 9180 9190 9200 9210 9220 9230 9240 9250 9260 9270 9280 9290

Abstract

MONEY ORDER RECEIPT - NON-NEGOTIABLE

can give you cost to map for millions of Neuzum.com products

Dear Union Agent: Dear Sirs, Gladly give to me of our Agent
to 10. Your Personal Balance with Agents (ask) - I will give 21. 1/2

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ENTS

B **E**

Resnik Motion Fc

NBCO #0

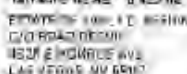
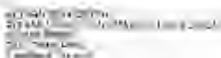
NSC Case # 8

● 中国 2010 年 1 月 1 日起实施《中华人民共和国食品安全法》

Page 11 of 11

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Resnik Motion For Stay
NSC Case # 84751
Page 11 of 208



LATELY

<p> REINSTATEMENT AMOUNT DUE** REINSTATEMENT AMOUNT DUE REINSTATEMENT AMOUNT DUE REINSTATEMENT AMOUNT DUE </p>	<p> \$272.00 \$551.00 \$723.00 \$800.00 \$1,000.00 \$1,200.00 \$1,400.00 \$1,600.00 \$1,800.00 \$2,000.00 \$2,200.00 \$2,400.00 \$2,600.00 \$2,800.00 \$3,000.00 \$3,200.00 \$3,400.00 \$3,600.00 \$3,800.00 \$4,000.00 \$4,200.00 \$4,400.00 \$4,600.00 \$4,800.00 \$5,000.00 \$5,200.00 \$5,400.00 \$5,600.00 \$5,800.00 \$6,000.00 \$6,200.00 \$6,400.00 \$6,600.00 \$6,800.00 \$7,000.00 \$7,200.00 \$7,400.00 \$7,600.00 \$7,800.00 \$8,000.00 \$8,200.00 \$8,400.00 \$8,600.00 \$8,800.00 \$9,000.00 \$9,200.00 \$9,400.00 \$9,600.00 \$9,800.00 \$10,000.00 \$10,200.00 \$10,400.00 \$10,600.00 \$10,800.00 \$11,000.00 \$11,200.00 \$11,400.00 \$11,600.00 \$11,800.00 \$12,000.00 \$12,200.00 \$12,400.00 \$12,600.00 \$12,800.00 \$13,000.00 \$13,200.00 \$13,400.00 \$13,600.00 \$13,800.00 \$14,000.00 \$14,200.00 \$14,400.00 \$14,600.00 \$14,800.00 \$15,000.00 \$15,200.00 \$15,400.00 \$15,600.00 \$15,800.00 \$16,000.00 \$16,200.00 \$16,400.00 \$16,600.00 \$16,800.00 \$17,000.00 \$17,200.00 \$17,400.00 \$17,600.00 \$17,800.00 \$18,000.00 \$18,200.00 \$18,400.00 \$18,600.00 \$18,800.00 \$19,000.00 \$19,200.00 \$19,400.00 \$19,600.00 \$19,800.00 \$20,000.00 \$20,200.00 \$20,400.00 \$20,600.00 \$20,800.00 \$21,000.00 \$21,200.00 \$21,400.00 \$21,600.00 \$21,800.00 \$22,000.00 \$22,200.00 \$22,400.00 \$22,600.00 \$22,800.00 \$23,000.00 \$23,200.00 \$23,400.00 \$23,600.00 \$23,800.00 \$24,000.00 \$24,200.00 \$24,400.00 \$24,600.00 \$24,800.00 \$25,000.00 \$25,200.00 \$25,400.00 \$25,600.00 \$25,800.00 \$26,000.00 \$26,200.00 \$26,400.00 \$26,600.00 \$26,800.00 \$27,000.00 \$27,200.00 \$27,400.00 \$27,600.00 \$27,800.00 \$28,000.00 \$28,200.00 \$28,400.00 \$28,600.00 \$28,800.00 \$29,000.00 \$29,200.00 \$29,400.00 \$29,600.00 \$29,800.00 \$30,000.00 \$30,200.00 \$30,400.00 \$30,600.00 \$30,800.00 \$31,000.00 \$31,200.00 \$31,400.00 \$31,600.00 \$31,800.00 \$32,000.00 \$32,200.00 \$32,400.00 \$32,600.00 \$32,800.00 \$33,000.00 \$33,200.00 \$33,400.00 \$33,600.00 \$33,800.00 \$34,000.00 \$34,200.00 \$34,400.00 \$34,600.00 \$34,800.00 \$35,000.00 \$35,200.00 \$35,400.00 \$35,600.00 \$35,800.00 \$36,000.00 \$36,200.00 \$36,400.00 \$36,600.00 \$36,800.00 \$37,000.00 \$37,200.00 \$37,400.00 \$37,600.00 \$37,800.00 \$38,000.00 \$38,200.00 \$38,400.00 \$38,600.00 \$38,800.00 \$39,000.00 \$39,200.00 \$39,400.00 \$39,600.00 \$39,800.00 \$40,000.00 \$40,200.00 \$40,400.00 \$40,600.00 \$40,800.00 \$41,000.00 \$41,200.00 \$41,400.00 \$41,600.00 \$41,800.00 \$42,000.00 \$42,200.00 \$42,400.00 \$42,600.00 \$42,800.00 \$43,000.00 \$43,200.00 \$43,400.00 \$43,600.00 \$43,800.00 \$44,000.00 \$44,200.00 \$44,400.00 \$44,600.00 \$44,800.00 \$45,000.00 \$45,200.00 \$45,400.00 \$45,600.00 \$45,800.00 \$46,000.00 \$46,200.00 \$46,400.00 \$46,600.00 \$46,800.00 \$47,000.00 \$47,200.00 \$47,400.00 \$47,600.00 \$47,800.00 \$48,000.00 \$48,200.00 \$48,400.00 \$48,600.00 \$48,800.00 \$49,000.00 \$49,200.00 \$49,400.00 \$49,600.00 \$49,800.00 \$50,000.00 \$50,200.00 \$50,400.00 \$50,600.00 \$50,800.00 \$51,000.00 \$51,200.00 \$51,400.00 \$51,600.00 \$51,800.00 \$52,000.00 \$52,200.00 \$52,400.00 \$52,600.00 \$52,800.00 \$53,000.00 \$53,200.00 \$53,400.00 \$53,600.00 \$53,800.00 \$54,000.00 \$54,200.00 \$54,400.00 \$54,600.00 \$54,800.00 \$55,000.00 \$55,200.00 \$55,400.00 \$55,600.00 \$55,800.00 \$56,000.00 \$56,200.00 \$56,400.00 \$56,600.00 \$56,800.00 \$57,000.00 \$57,200.00 \$57,400.00 \$57,600.00 \$57,800.00 \$58,000.00 \$58,200.00</p>
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HERE'S SOME HELPFUL INFORMATION [Join Page/Join Addressed C/C/Ord/Reg/Inv](#)

If the COVID-19 data analysis impacted your ability to make your own decisions, please report this to the COVID-19 Response Central at central@cdc.gov for response. There is no need to disclose any information about this process to your doctor. Please note that this program is not intended to replace clinical judgment or other medical advice. The program is not intended to be used for legal or financial purposes. The program is not intended to be used for insurance or other financial purposes. The program is not intended to be used for any other purpose.

If you are spending additional funds to be applied towards any outstanding first lender paid expenses, it is not listed as an additional option as your investment company has, please include the request on your application form. If you are applying for a payment and still have similar in your account. Please contact us to discuss how account numbers and how a roll over have any issues.

*The Replacement Amount Due is the amount you owe per year of the debt. It includes payment to bring your balance current. Your loan may have accelerated. The Accelerated Amount Due is the nonpayment of payments due at the maturity of the loan. Orders of these amounts may include one or more years of interest and fees. Please call us to request a replacement quote or visit www.irs.gov/efile and click on the "My Account" link. We require all replacement payments to be made in certified funds through ACH. A check is shown on the order only for your records. See www.irs.gov/efile.

As shown above, your example account had a negative balance. This shows up as your net pay being paid out (12.00) in the pay item amount column. If you entered a value that added up to zero, then your net pay would be 0.00. If you entered a value that was greater than zero, then your net pay would be a positive value.

TRANSACTION ACTIVITY (07/21/2021 TO 08/13/2021) (Sorted: 2 for Initial Transactions)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW	OTHER
04/01/2021	Property Insurance	\$10.00				
04/01/2021	County Ordinance	\$250.00			\$250.00	

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→ LOAD THIS DIRECTION. THIS SIDE UP

MONEY ORDER RECEIPT - NON NEGOTIABLE

Mr Cooper



100

MONEY ORDER RECEIPT - NON NEGOTIABLE

Ma scopri.



LEAD THIS CONNECTION. THIS SIDE UP. —

GUARD THIS DIRECTION THIS SIDE UP →

MORTGAGE LOAN STATEMENT

06/16/2021
0595650396

06/07/2019

REINSTATEMENT
AMOUNT DUE**

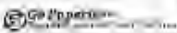
\$29,676.25

Order Size
 If equipment is purchased on an
 order over \$25,000 a 50 pp
 line fee will be assessed.

QUESTIONS? WE'RE HERE TO HELP

[illegible]

AND CAN BE REAMPUT
(800)-378-3432
IN VARIOUS
LARGE VOLS &
500 GROSS WEIGHT (2) BYDOL
LAWRENCE, TX 75067



ACCOUNT OVERVIEW

1106.572.50

INTEREST RATE
3.75%

5515

EDROW BALANCE
-52,651.11

The authors thank the following people for their assistance:
— Mr. J. H. Smith, Jr., for his help in the laboratory;
— Mr. R. L. Smith, Jr., for his help in the field;

PAST PAYMENTS BREAKDOWN

[illegible]

5100176

Were you working on a loss mitigation plan? If you were engaged in a loss mitigation plan or evaluation with your previous servicer – or if you applied for such a plan – please call us right away. Dial 866-825-2174 so we can make sure your plan information has been properly transferred to us. If necessary, we will contact your previous servicer to obtain missing documents.

¿Hablas español? Esta carta contiene información importante sobre su préstamo hipotecario. Si usted no entiende el contenido de esta carta, por favor contacte a uno de nuestros representantes que hablan español al número 800-365-7107.

Welcome to Shellpoint! We look forward to serving you, and we're committed to providing you with an excellent mortgage-servicing experience.

Based on information received from your prior servicer, you recently had an escrow analysis which may have caused your payment to change. Please review your Escrow Information on page 3.

Sincerely,

Customer Care Team
Shellpoint Mortgage Servicing
P.O. Box 10826
Greenville, SC 29603
800-365-7107

*1st Statement From Shellpoint
No Info yet From Shellpoint
SO I PAID \$1100.00*

0674016985

101

10-M

Detach and return with payment.



Check City Nellis/Bonanza

631 N. Nellis Blvd
Las Vegas, NV, 89110
(702)215-4400

10/22/2021 4:24 PM

SaleID: N600-35137653 UserID: NANY

MO Payee: N/A	\$1,000.00
MO Payee: N/A	\$100.00
Fees	\$1.10
Total	\$1,101.10
Tendered	(\$1,101.20)
Change	\$0.00

THANK YOU! - We appreciate your business
CHECK CITY Your premiere financial
services provider REMINDER: All loan
checks are deposited at 6 PM

Printed: 10/22/21

MONEY ORDER RECEIPT - NON NEGOTIABLE

*1st Statement From Shellpoint
check 1 of 2 = 1100.00*

You can now use cash to pay for millions of Amazon.com products Western Union Agent locations. Simply come to one of our Agent cash to your Amazon Balance with Amazon Cash. Find out more at w

AGT 706301 LOC 000000 DT 102221 \$1000.00 1THOUSANDDOLLARS AND NO CENTS

CHECK CITY - Lowest R

RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the receiver.

PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9660.



MONEY ORDER RECEIPT - NON NEGOTIABLE

check 2 of 2 = 1100.00

You can now use cash to pay for millions of Amazon.com products Amazon PayCode at participating Western Union Agent locations. Find out more at wu.com/amazon

AGT 706301 LOC 000000 DT 102221 \$100.00 1HUNDREDDOLLARS AND NO CENTS

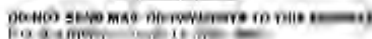
CHECK CITY - Lowest R

RETAIN THIS MONEY ORDER RECEIPT. IT MUST BE INCLUDED WITH ALL REFUND REQUESTS. BE SURE TO READ IMPORTANT INFORMATION BELOW AND ON BACK. For your own records, it is recommended that you make a photocopy of the completed Money Order before providing it to the receiver.

PURCHASE AGREEMENT: You the purchaser agree that Western Union Financial Services Inc. (WUFSI) need not stop payment on, or replace, or refund a lost or stolen WUFSI Money Order unless (1) you fill in the face of the Money Order at the time of purchase, and (2) you report the loss or theft to Western Union Financial Services Inc. in writing immediately, and (3) You provide WUFSI with this original Money Order receipt issued by Western Union Financial Services Inc., Englewood, Colorado. For customer service, call 1-800-999-9660.



Resnik Motion For Stay
NSC Case # 04751
Page 15 of 208



Journal of Management Education 31(10)

1041 *Journal of Management Education* 31(8)



POSTAL INFORMATION
COPY ADDRESS:
 ROOM 407 DE ANGE
 LOS ANGELES, CA 90018

Account Number	007961690
Next Date Due	10/1/2020
Run Statement Against	125,165.14

[illegible]

Explanation of Amount Due	Amount Due
...	...

Accrual Amount: \$1,700.00

Guaranteed delivery period: See the [Guaranteed delivery period](#) section of the Terms of Sale.

Account Information

Contractor's Project Number	118-916-2
Federal A/R#	1-20000
Emergency or Disruptive	No
Project Address	46B EMBROIDERERS LAW YARDS NY 99110
Contractor Due Date	November 1, 2013
Closed Escrow Payment	\$5,267

Past Payments Breakdown

	Post Last Month	End Year to Date
Popper	100.00	3,000.00
Alfred	\$1,000.75	20,000.00
Scout	\$200.00	3,000.00
Trail and Whistles	\$0.00	\$0.00
Unsettled Partial Payment	\$0.00	\$0.00
Total	\$2,200.75	\$12,000.00

Transaction Activity (10/21/2021 - 11/16/2021)

Date	Description	Charges	Payments
10/25/2018	BPO April Gas Disbursement	5135.00	40.00
11/26/2018	Rentals - Payment - (Due 8/1/2019)	50.00	1,072.25
11/26/2018	Rentals - Payment Disposition	50.00	247.35
11/26/2018	Regular Payment - (Due 10/1/2019)	50.00	1,072.25
11/26/2018	Rentals - Payment Disposition	50.00	247.35

Important Messages

*Partial Payments: Each partial payment also goes toward the principal balance of the loan. If you pay less than the full amount, the lender will be notified by your mortgage servicer.

Additional Messages

Articles such as e-commerce - a temporary suspension of payments and payment settlement. Visit our website www.sharpointing.com or call us at 866-825-2174 for more of your quality.

For questions regarding the completion of your loan placement visit
1.800.833.1010 Monday - Friday 9:00AM - 5:00PM, or contact your
advisor at 1.800.833.1010.

For a complete list of our 120+ hotels, call 800-888-7676 or visit www.hilton.com. To make your stay even more enjoyable, call 800-888-7676 or visit www.hilton.com to make your stay even more enjoyable.

Codebook has been prepared by the author and is available on request. The author has no financial or personal relationships with any other individuals or organizations that could inappropriately influence or bias the work reported in this paper.

****Confidential Notice****

Pauline told us your love, warmth and the forest cure promise to be
 truly timeless. -Linda LeVine, your fan, parent, my, inside in fact and
 memories. The last of your time. As of 1/11/2002, your 747, wife
 Barbara, 2 young children, son

[Sign Up, Account History](#)

1. $\lim_{x \rightarrow 0} \frac{\sin x}{x}$	answer: value is 1.000000
2. $\lim_{x \rightarrow 0} \frac{\cos x - 1}{x^2}$	answer: value is 0.500000
3. $\lim_{x \rightarrow 0} \frac{e^x - 1}{x}$	answer: value is 1.000000
4. $\lim_{x \rightarrow 0} \frac{e^{2x} - 1}{x}$	answer: value is 2.000000
5. $\lim_{x \rightarrow 0} \frac{e^{3x} - 1}{x}$	answer: value is 3.000000
6. $\lim_{x \rightarrow 0} \frac{e^{4x} - 1}{x}$	answer: value is 4.000000
7. $\lim_{x \rightarrow 0} \frac{e^{5x} - 1}{x}$	answer: value is 5.000000
8. $\lim_{x \rightarrow 0} \frac{e^{6x} - 1}{x}$	answer: value is 6.000000
9. $\lim_{x \rightarrow 0} \frac{e^{7x} - 1}{x}$	answer: value is 7.000000
10. $\lim_{x \rightarrow 0} \frac{e^{8x} - 1}{x}$	answer: value is 8.000000

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* Available Separated by Gender: Design and Development of the Instrument
to Assess the Effect of the Social Environment on the Development of the Individual

MEMBER DUES: \$5.00 NON-NEGOTIABLE

1. The first step is to identify the problem. This involves understanding the current situation and what needs to be changed.

[illegible]

+ 1 8 0 0 3 6 2 2 2 2 0 0 0



MONEY COUNCIL RECEIPT - NOT RESPONSIBLE

Yale Law School, 1954-55; 1955-56, 1956-57, 1957-58, 1958-59, 1959-60, 1960-61, 1961-62, 1962-63, 1963-64, 1964-65, 1965-66, 1966-67, 1967-68, 1968-69, 1969-70, 1970-71, 1971-72, 1972-73, 1973-74, 1974-75, 1975-76, 1976-77, 1977-78, 1978-79, 1979-80, 1980-81, 1981-82, 1982-83, 1983-84, 1984-85, 1985-86, 1986-87, 1987-88, 1988-89, 1989-90, 1990-91, 1991-92, 1992-93, 1993-94, 1994-95, 1995-96, 1996-97, 1997-98, 1998-99, 1999-00, 2000-01, 2001-02, 2002-03, 2003-04, 2004-05, 2005-06, 2006-07, 2007-08, 2008-09, 2009-10, 2010-11, 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23, 2023-24, 2024-25, 2025-26, 2026-27, 2027-28, 2028-29, 2029-30, 2030-31, 2031-32, 2032-33, 2033-34, 2034-35, 2035-36, 2036-37, 2037-38, 2038-39, 2039-40, 2040-41, 2041-42, 2042-43, 2043-44, 2044-45, 2045-46, 2046-47, 2047-48, 2048-49, 2049-50, 2050-51, 2051-52, 2052-53, 2053-54, 2054-55, 2055-56, 2056-57, 2057-58, 2058-59, 2059-60, 2060-61, 2061-62, 2062-63, 2063-64, 2064-65, 2065-66, 2066-67, 2067-68, 2068-69, 2069-70, 2070-71, 2071-72, 2072-73, 2073-74, 2074-75, 2075-76, 2076-77, 2077-78, 2078-79, 2079-80, 2080-81, 2081-82, 2082-83, 2083-84, 2084-85, 2085-86, 2086-87, 2087-88, 2088-89, 2089-90, 2090-91, 2091-92, 2092-93, 2093-94, 2094-95, 2095-96, 2096-97, 2097-98, 2098-99, 2099-00, 2100-01, 2101-02, 2102-03, 2103-04, 2104-05, 2105-06, 2106-07, 2107-08, 2108-09, 2109-10, 2110-11, 2111-12, 2112-13, 2113-14, 2114-15, 2115-16, 2116-17, 2117-18, 2118-19, 2119-20, 2120-21, 2121-22, 2122-23, 2123-24, 2124-25, 2125-26, 2126-27, 2127-28, 2128-29, 2129-30, 2130-31, 2131-32, 2132-33, 2133-34, 2134-35, 2135-36, 2136-37, 2137-38, 2138-39, 2139-40, 2140-41, 2141-42, 2142-43, 2143-44, 2144-45, 2145-46, 2146-47, 2147-48, 2148-49, 2149-50, 2150-51, 2151-52, 2152-53, 2153-54, 2154-55, 2155-56, 2156-57, 2157-58, 2158-59, 2159-60, 2160-61, 2161-62, 2162-63, 2163-64, 2164-65, 2165-66, 2166-67, 2167-68, 2168-69, 2169-70, 2170-71, 2171-72, 2172-73, 2173-74, 2174-75, 2175-76, 2176-77, 2177-78, 2178-79, 2179-80, 2180-81, 2181-82, 2182-83, 2183-84, 2184-85, 2185-86, 2186-87, 2187-88, 2188-89, 2189-90, 2190-91, 2191-92, 2192-93, 2193-94, 2194-95, 2195-96, 2196-97, 2197-98, 2198-99, 2199-00, 2200-01, 2201-02, 2202-03, 2203-04, 2204-05, 2205-06, 2206-07, 2207-08, 2208-09, 2209-10, 2210-11, 2211-12, 2212-13, 2213-14, 2214-15, 2215-16, 2216-17, 2217-18, 2218-19, 2219-20, 2220-21, 2221-22, 2222-23, 2223-24, 2224-25, 2225-26, 2226-27, 2227-28, 2228-29, 2229-30, 2230-31, 2231-32, 2232-33, 2233-34, 2234-35, 2235-36, 2236-37, 2237-38, 2238-39, 2239-40, 2240-41, 2241-42, 2242-43, 2243-44, 2244-45, 2245-46, 2246-47, 2247-48, 2248-49, 2249-50, 2250-51, 2251-52, 2252-53, 2253-54, 2254-55, 2255-56, 2256-57, 2257-58, 2258-59, 2259-60, 2260-61, 2261-62, 2262-63, 2263-64, 2264-65, 2265-66, 2266-67, 2267-68, 2268-69, 2269-70, 2270-71, 2271-72, 2272-73, 2273-74, 2274-75, 2275-76, 2276-77, 2277-78, 2278-79, 2279-80, 2280-81, 2281-82, 2282-83, 2283-84, 2284-85, 2285-86, 2286-87, 2287-88, 2288-89, 2289-90, 2290-91, 2291-92, 2292-93, 2293-94, 2294-95, 2295-96, 2296-97, 2297-98, 2298-99, 2299-00, 2300-01, 2301-02, 2302-03, 2303-04, 2304-05, 2305-06, 2306-07, 2307-08, 2308-09, 2309-10, 2310-11, 2311-12, 2312-13, 2313-14, 2314-15, 2315-16, 2316-17, 2317-18, 2318-19, 2319-20, 2320-21, 2321-22, 2322-23, 2323-24, 2324-25, 2325-26, 2326-27, 2327-28, 2328-29, 2329-30, 2330-31, 2331-32, 2332-33, 2333-34, 2334-35, 2335-36, 2336-37, 2337-38, 2338-39, 2339-40, 2340-41, 2341-42, 2342-43, 2343-44, 2344-45, 2345-46, 2346-47, 2347-48, 2348-49, 2349-50, 2350-51, 2351-52, 2352-53, 2353-54, 2354-55, 2355-56, 2356-57, 2357-58, 2358-59, 2359-60, 2360-61, 2361-62, 2362-63, 2363-64, 2364-65, 2365-66, 2366-67, 2367-68, 2368-69, 2369-70, 2370-71, 2371-72, 2372-73, 2373-74, 2374-75, 2375-76, 2376-77, 2377-78, 2378-79, 2379-80, 2380-81, 2381-82, 2382-83, 2383-84, 2384-85, 2385-86, 2386-87, 2387-88, 2388-89, 2389-90, 2390-91, 2391-92, 2392-93, 2393-94, 2394-95, 2395-96, 2396-97, 2397-98, 2398-99, 2399-00, 2400-01, 2401-02, 2402-03, 2403-04, 2404-05, 2405-06, 2406-07, 2407-08, 24

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 10-10-2001 BY 60322 UCBAW

Resnik Mot



Resnik Motion For Stay

NSC Case # 84751

Page 18 of 208

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

EXHIBIT 3

Inst #: 20211104-0003900
Fees: \$42.00
RPTT: \$640.05 Ex #:
11/04/2021 05:08:25 PM
Receipt #: 4768705
Requestor:
BRAD RESNIK
Recorded By: RYUD Pgs: 4
Debbie Conway
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 140-29-510-089 *BR*

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Nevada quit claim deed

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Brad Resnik

RETURN TO: Name Brad Resnik

Address 4928 E Monroe

City/State/Zip Las Vegas NV 89110

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Brad Resnik

Address 4928 E Monroe

City/State/Zip Las Vegas NV 89110

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\Forms & Notices\Cover Page Template Oct2017

TAX PARCEL ID # 140-29-510-089

Prepared By

Name: Brad Resnik
Address: 4928 E Monroe
Las Vegas
State: NV Zip Code: 89110

After Recording Return To

Name: Brad Resnik
Address: 4928 E Monroe
Las Vegas
State: NV Zip Code: 89110

Space Above This Line for Recorder's Use

NEVADA QUIT CLAIM DEED

STATE OF NEVADA

COUNTY OF Clark

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of
Zero dollars (\$ 0) in hand paid to
Robert S Resnik, a Individual, residing at 1501 Circle Dr,
County of Douglas, City of Gardnerville, State of Nevada
(hereinafter known as the "Grantor(s)") hereby conveys and quitclaims to
Brad Resnik, a Individual, residing at 4928 E Monroe,
County of Clark, City of Las Vegas, State of Nevada
(hereinafter known as the "Grantees(s)") all the rights, title, interest, and claim in or to
the following described real estate, situated in the County of Clark, Nevada to-
wit:

HAPPY VALLEY RANCHO TRACT 1 4928 E Monroe Las Vegas,Nv 89110

PLAT BOOK 3 PAGE 69

PT LOT 29 BLOCK 2 & PT LOT 30

To have and to hold, the same together with all and singular the appurtenances
thereunto belonging or in anywise appertaining, and all the estate, right, title, interest,
lien, equity and claim whatsoever for the said first party, either in law or equity, to the
only proper use, benefit and behoof of the said second party forever.



Resnik Motion For Stay

NSC Case # ~~84754~~ 1 of 2

Page 21 of 208

[Signature]

Grantor's Signature

Robert S Resnik

Grantor's Name

1501 Circle Dr

Address

Gardnerville, Nevada 89410

City, State & Zip

Grantor's Signature

Grantor's Name

Address

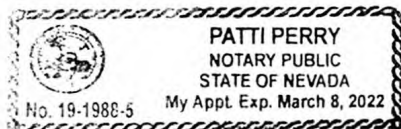
City, State & Zip

STATE OF NEVADA)

COUNTY OF Douglas)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert S. Resnik whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of November, 2021.



[Signature]
Notary Public

My Commission Expires: 03/08/2022

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

EXHIBIT 4

APN No.: 140-29-510-889
Recording Requested by:

When Recorded Mail to:
Saticoy Bay LLC, 4928 E Monroe Avenue
PO BOX 36208
Las Vegas, NV 89133

Inst #: 20211201-0001368
Fees: \$42.00
RPTT: \$629.85 Ex #:
12/01/2021 09:15:05 AM
Receipt #: 4800786
Requestor:
Resources Group
Recorded By: GARCIAC Pgs: 4
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

Forward tax statements to the address given above

TS No.: NV-19-871118-AB
Order No.: 1374623NVD

Space above this line for recorders use only

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

Trustee's Deed Upon Sale

Transfer Tax: 629.85

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: **\$123,304.56**

The amount paid by the grantee at the trustee sale was: **\$123,305.00**

The documentary transfer tax is:

Said property is in the City of: **LAS VEGAS**, County of **CLARK**

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

Saticoy Bay LLC, 4928 E Monroe Avenue

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

THE EASTERLY FIFTY (50) FEET OF LOT TWENTY NINE (29) AND THE WEST TWENTY THREE (23) FEET OF LOT THIRTY (30) IN BLOCK TWO (2) OF HAPPY VALLEY RANCHOS TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THE EAST 50 FEET THEREOF.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **JANET G. RESNIK, A MARRIED WOMAN SOLE AND SEPARATE**, as trustor, dated **8/11/2008**, and recorded on **8/22/2008** as Instrument No. 20080822-0003615 of Official Records in the office of the Recorder of **CLARK**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default

having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **12/11/2019**, instrument no **20191211-0001817**, Book xxx, Page xxx, of Official records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

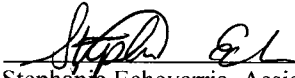
All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on **11/19/2021**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$123,305.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

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

TS No.: NV-19-871118-AB

Date: 11.29.21

QUALITY LOAN SERVICE CORPORATION


By: Stephanie Echeverria, 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 NOV 29 2021 before me, Katherine A. Davis a notary public,
personally appeared Stephanie Echeverria, 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


Katherine A. Davis



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 140-29-510-889
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
i. ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 123,305.00

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

c. Transfer Tax Value: \$ 123,305.00

d. Real Property Transfer Tax Due \$ 629.85

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: agent

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: QUALITY LOAN SER CORP

Address: 2763 CAMINO DEL RIO SOUTH

City: SAN DIEGO

State: CA Zip: 92108

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: SATICOY BAY LLC 4928 E MONROE AVE

Address: PO BOX 36208

City: LAS VEGAS

State: NV Zip: 89133

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

Print Name: Resources Group LLC

Escrow # _____

Address: P.O. Box 36208

City: LAS VEGAS

State: NV Zip: 89133

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

EXHIBIT 5

20080822-0003615

Fee: \$33.00 RPTT: \$0.00
N/C Fee: \$25.00
08/22/2008 15:27:13
T20080187148
Requestor:
FIDELITY NATIONAL TITLE LAS
Debbie Conway MSH
Clark County Recorder Pgs: 20

Assessor's Parcel No.: 14029510889

Recording Requested by:
SUNTRUST MORTGAGE, INC.
When Recorded Mail To:
SUNTRUST MORTGAGE, INC.
[Name]
RVW 5093
[Attention]
1001 SEMMES AVENUE
[Street Address]
RICHMOND, VIRGINIA 23224
[City, State Zip Code]

Mail Tax Statement To:
JANET G RESNIK
[Name]
9612 BLUE BELL DRIVE
[Street Address]
LAS VEGAS, NV 89134
[City, State Zip Code]

FT080001580-TS

[Space Above This Line For Recording Data]

Loan No.: 0263246340

MIN: 100010402632463406

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **August 11, 2008**, together with all Riders to this document.

(B) "Borrower" is **JANET G RESNIK, A MARRIED WOMAN SOLE AND SEPARATE**. Borrower is the trustor under this Security Instrument.

Nevada Deed of Trust—Single Family—Fannie Mac/Freddie Mac Uniform Instrument
MERS Modified
The Compliance Source, Inc.
www.compliancesource.com

Form 3029 1/01

Page 1 of 16 Modified by Compliance Source 14301NV 10/05 Rev. 04/08
©2005, The Compliance Source, Inc.

* + 0 2 6 3 2 4 6 3 4 0 + 0 0 A D + 1 + 1 6 *

Resnik Motion For Stay

NSC Case # 84751

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(C) "Lender" is SUNTRUST MORTGAGE, INC.. Lender is a corporation organized and existing under the laws of THE COMMONWEALTH OF VIRGINIA. Lender's address is 901 SEMMES AVENUE, RICHMOND, VA 23224.

(D) "Trustee" is JACKIE MILLER.

(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 August 11, 2008. The Note states that Borrower owes Lender One Hundred Thirty Four Thousand Eight Hundred and 00/100ths Dollars (U.S. \$134,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 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 type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

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

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

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

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



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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of **CLARK**
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE ATTACHED SCHEDULE A

which currently has the address of **4928 E MONROE AVE**

LAS VEGAS, Nevada **89110** [Street] (“Property Address”):
[City] [Zip Code]

Nevada Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

Form 3029 1/01

MERS Modified

The Compliance Source, Inc.
www.compliancesource.com

Page 3 of 16 Modified by Compliance Source 14301NV 10/05 Rev. 04/08
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Resnik Motion For Stay

NSC Case # 84751

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

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

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

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

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

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

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



first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be



paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could



have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if



damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to



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

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

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

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

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

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

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

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



applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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



Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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



Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. 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 one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any



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

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

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

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may



charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

24. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$0.00.

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Nevada Deed of Trust dated **August 11, 2008** between **JANET G RESNIK, A MARRIED WOMAN SOLE AND SEPARATE, SUNTRUST MORTGAGE, INC.** and JACKIE MILLER.

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

 (Seal)
JANET G RESNIK -Borrower
[Printed Name]

____ (Seal)
____ -Borrower
[Printed Name]

____ (Seal)
____ -Borrower
[Printed Name]

____ (Seal)
____ -Borrower
[Printed Name]

Nevada Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument
MERS Modified

Form 3029 1/01

The Compliance Source, Inc.
www.compliancesource.com

Page 15 of 16 Modified by Compliance Source 14301NV 10/05 Rev. 04/08
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Resnik Motion For Stay

NSC Case # 84751

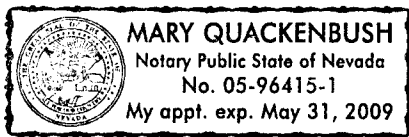


ACKNOWLEDGMENT

State of Nevada
County of Clark

§
§
§

The foregoing instrument was acknowledged before me on August 14, 2008 by
JANET G RESNIK.



Mary Quackenbush
Signature of Person Taking Acknowledgment

Mary Quackenbush
Printed Name

Notary Public
Title or Rank

Serial Number, if any: 05-96415-1

My Commission Expires: 05-31-09

(Seal)



LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 140-29-510-089

THE EASTERLY FIFTY (50) FEET OF LOT TWENTY NINE (29) AND THE WEST TWENTY THREE (23) FEET OF LOT THIRTY (30) IN BLOCK TWO (2) OF HAPPY VALLEY RANCHOS TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THE EAST 50 FEET THEREOF.



Loan No.: 0263246340
MIN: 100010402632463406

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 11th day of **August, 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 **SUNTRUST MORTGAGE, INC.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4928 E MONROE AVE, LAS VEGAS, NV 89110

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Multistate 1-4 Family Rider—Fannie Mae/Freddie Mac Uniform Instrument
The Compliance Source, Inc.
www.compliancesource.com

Page 1 of 3

Form 3170 1/01
14503MU 08/00 Rev. 11/04
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Resnik Motion For Stay

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D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.



EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

EXHIBIT 6

Inst #: 20211021-0001575
Fees: \$42.00
10/21/2021 11:57:06 AM
Receipt #: 4748798
Requestor:
WFG National Title Insura
Recorded By: WDMN Pgs: 2
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN No.: **140-29-510-889**
Recording requested by:
Same as below

When recorded mail to:

NewRez LLC, f/k/a New Penn Financial, LLC d/b/a Shellpoint
Mortgage Servicing
55 Beattie Place, Suite 500
Greenville, SC 29601

TS No.: **NV-19-871118-AB**
Order No.: **1374623NVD**

Space above this line for recorders use

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).

Assignment of Deed of Trust

For value received, the undersigned corporation hereby grants, assigns, and transfers to US Bank Trust National Association, Not In Its Individual Capacity But Solely As Owner Trustee For VRMTG Asset Trust

All beneficial interest under that certain Deed of Trust dated **8/11/2008** executed by **JANET G. RESNIK, A MARRIED WOMAN SOLE AND SEPARATE**, as Trustor(s) to **JACKIE MILLER**, as Trustee and recorded as Instrument No. **20080822-0003615** on **8/22/2008**, of Official Records, in the office of the County Recorder of **CLARK** County, NV.

Resnik Motion For Stay


NSC Case # 84751

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**Nationstar Mortgage LLC d/b/a Mr. Cooper, by McCarthy
and Holthus, LLP as its Attorney in Fact**

10/19/2021


By: Adriana Banuelos, Authorized Agent for McCarthy and
Holthus, LLP

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**

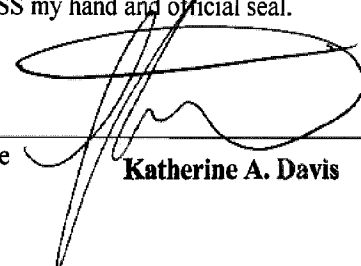
County of: **San Diego**

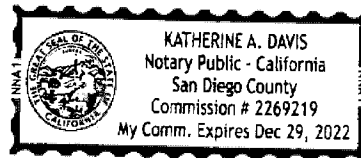
On **OCT 19 2021** before me, **Katherine A. Davis** a notary public,
personally appeared **Adriana Banuelos**, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same 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 **Katherine A. Davis**



Resnik Motion For Stay

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EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

EXHIBIT 7

20080822-0003613

Fee: \$16.00 RPTT: \$859.35

N/C Fee: \$25.00

08/22/2008 15:27:13

T20080187148

Requestor:

FIDELITY NATIONAL TITLE LAS

Debbie Conway MSH

Clark County Recorder Pgs: 4

RECORDING REQUESTED BY:

Fidelity National Title Company
FT080001580-TS

**When Recorded Mail Document
and Tax Statement To:**

Janet Resnik
9612 Blue Bell Dr.
Las Vegas, NV 89134

RPTT: ~~\$861.90~~ 859.35 JF

APN: 140-29-510-089

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That JPMorgan Chase Bank National Association, as Trustee

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do(es) hereby Grant,
Bargain, Sell and

Convey to **Janet G Resnik, a married woman: as her sole and separate property.**

all that real property situated in Clark County, State of Nevada, bounded and described as follows:

SEE EXHIBIT A ATTACHED

SUBJECT TO: 1. Taxes for the fiscal year 2008-2009

2. Covenants, Conditions, Reservations, Rights, Rights of Way and Easements now of
record.

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

DATED: July 17, 2008

STATE OF Texas
COUNTY OF Denton

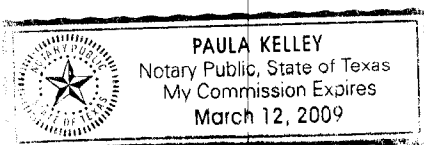
I, Paula Kelley, a Notary Public of the
County and State first above written, do hereby
certify that Mark Blanton
personally appeared before me this day and
acknowledged the due execution of the
foregoing instrument.

Witness my hand and official seal, this the
July 18, 2008.

Paula Kelley
Notary Public

My Commission Expires: March 12, 2009

(SEAL)



JPMorgan Chase Bank National Association,
as Trustee

BY: Mark Blanton
EMC Mortgage Corporation, as attorney in
fact

Mark Blanton
Assistant Vice President

Mark Blanton
AIP



Paula Kelley

Resnik Motion For Stay

NSC Case # 84751

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EXHIBIT A - LEGAL DESCRIPTION

THE EASTERLY FIFTY (50) FEET OF LOT TWENTY NINE (29) AND THE WEST TWENTY THREE (23) FEET OF LOT THIRTY (30) IN BLOCK TWO (2) OF HAPPY VALLEY RANCHOS TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THE EAST 50 FEET THEREOF.

ASSESSOR'S COPY

SPECIAL WARRANTY DEED

Exhibit "Two"

"Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise."

The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.

- (1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");
- (2) All valid oil, gas and mineral rights, interest or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;
- (3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;
- (4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;
- (5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to changes(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and
- (6) Any conditions that would be revealed by a physical inspection and survey of the Property.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 140-29-510-089
b) _____
c) _____
d) _____

2. Type of Property:

- | | | | |
|-----------------------------|-----------------|--|------------------|
| a) <input type="checkbox"/> | Vacant Land | b) <input checked="" type="checkbox"/> | Single Fam. Res. |
| c) <input type="checkbox"/> | Condo/Townhouse | d) <input type="checkbox"/> | 2-4 Plex |
| e) <input type="checkbox"/> | Apt. Bldg. | f) <input type="checkbox"/> | Comm'l/Ind'l |
| g) <input type="checkbox"/> | Agricultural | h) <input type="checkbox"/> | Mobile Home |
| i) <input type="checkbox"/> | Other | | |

FOR RECORDERS OPTIONAL USE ONLY

Notes:

3. Total Value/Sales Price of Property

\$ 168,500.00

4. Deed in Lieu of Foreclosure Only (Value of Property)

\$

Transfer Tax Value:

\$ 168,500.00

Real Property Transfer Tax Due

\$ ~~864.90~~

5. If Exemption Claimed:

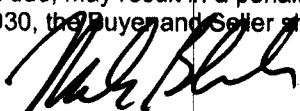
- a) Transfer Tax Exemption, per NRS 375.090, Section:
b) Explain Reason for Exemption:

859.35 JF

6. Partial Interest: Percentage being transferred: 100.00%

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:



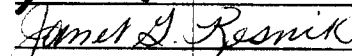
Mark Blanton

Assistant Vice President

Capacity:

Grantor

Signature:



Capacity:

Grantee

SELLER (GRANTOR) INFORMATION

(Required)

Print Name: JPMorgan Chase Bank
National Association, as
Trustee

Address: 4600 South Syracuse Street,
#700

City, State, Zip: Denver, CO 80237

BUYER (GRANTEE) INFORMATION

(Required)

Print Name: Janet Resnik

Address: 9612 Blue Bell Dr.

City, State, Zip: LV, NV 89134

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

Fidelity National Title Agency of Nevada, Inc.
500 North Rainbow Boulevard Suite 100
Las Vegas, NV 89107

Escrow #: FT05-FT080001580-TS

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

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

EXHIBIT 8

Briana Johnson, Assessor

[Assessor Map](#)[Aerial View](#)[Building Sketch](#)[Ownership History](#)[Neighborhood Sales](#)[New Search](#)

GENERAL INFORMATION

[PARCEL NO.](#)

140-29-510-089

[OWNER AND MAILING ADDRESS](#)

SATICOY BAY L L C
PO BOX 36208
LAS VEGAS
NV 89133

[LOCATION ADDRESS](#)

4928 E MONROE AVE

[CITY/UNINCORPORATED TOWN](#)

LAS VEGAS

[ASSESSOR DESCRIPTION](#)

HAPPY VALLEY RANCHO TRACT 1
[PLAT BOOK 3 PAGE 69](#)
PT LOT 29 BLOCK 2
& PT LOT 30

RECORDED DOCUMENT NO.

* [20211201:01368](#)

RECORDED DATE

DEC 1 2021

VESTING

NS

COMMENTS

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT

[TAX DISTRICT](#)

200

APPRAISAL YEAR

2021

FISCAL YEAR

2022-23

[SUPPLEMENTAL IMPROVEMENT VALUE](#)

0

[INCREMENTAL LAND](#)

0

[INCREMENTAL IMPROVEMENTS](#)

0

REAL PROPERTY ASSESSED VALUE
FISCAL YEAR
2021-22
2022-23
LAND
26250
35000
IMPROVEMENTS
17595
18893
PERSONAL PROPERTY
0
0
EXEMPT
0
0
GROSS ASSESSED (SUBTOTAL)
43,845
53,893
TAXABLE LAND + IMP (SUBTOTAL)
125,271
153,980
COMMON ELEMENT ALLOCATION ASSESSED
0
0
TOTAL ASSESSED VALUE
43,845
53,893
TOTAL TAXABLE VALUE
125,271
153,980

[Click here for Treasurer Information regarding real property taxes.](#)

[Click here for Flood Control Information.](#)

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION
ESTIMATED SIZE
0.51 ACRES
ORIGINAL CONST. YEAR
1963
LAST SALE PRICE
MONTH/YEAR
SALE TYPE
125271
11/2021
UR - UNDER REVIEW-RECORDED VALUE
LAND USE
20.110 - SINGLE FAMILY RESIDENTIAL
DWELLING UNITS
1

PRIMARY RESIDENTIAL STRUCTURE

1ST FLOOR SQ. FT.

1824

CASITA SQ. FT.

ADDN/CONV

2ND FLOOR SQ. FT.

CARPORT SQ. FT.

200

POOL

NO

3RD FLOOR SQ. FT.

STYLE

ONE STORY

SPA

NO

UNFINISHED BASEMENT SQ. FT.

0

BEDROOMS

3

TYPE OF CONSTRUCTION

FRAME-SIDING/SHINGLE

FINISHED BASEMENT SQ. FT.

0

BATHROOMS

1 FULL

ROOF TYPE

BUILT-UP

BASEMENT GARAGE SQ. FT.

0

FIREPLACE

1

TOTAL GARAGE SQ. FT.

0

ASSESSOR MAP VIEWING GUIDELINES

MAP

[140295](#)

In order to view the Assessor map you must have Adobe Reader installed on your computer system.

If you do not have the Reader it can be downloaded from the Adobe site by clicking the following button. Once you have downloaded and installed the Reader from the Adobe site, it is not necessary to perform the download a second time to access the maps.



Note: This record is for assessment use only. No liability is assumed as to the accuracy of the data delineated hereon.

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

EXHIBIT 9

mt.
cooper

CHANGING THE FACE OF YOUR LOAN

PO Box 612488
Dallas TX 75261-2488

8/4/20



OUR INFO
ONLINE
www.mrcooper.com

YOUR INFO

PROPERTY ADDRESS
4928 E MONROE AVE
LAS VEGAS, NV 89110

SUBJECT
Reservist Reference # 811-08-18-09400

1895 1 MB 0.439 T&P1 AUTO 379132.2-NNNNNN 80889462
BRAD RESNIK
4928 E MONROE AVE
LAS VEGAS, NV 89110

Dear Brad Resnik

We received your inquiry on 08/02/2020, related to your interest in the above-referenced property.

We have received documentation that establishes your status as the confirmed successor in interest in the real property securing the above-referenced account. You are now entitled to request certain information concerning the loan, including payoff information, and make inquiries or complaints related to the servicing of the loan.

All required communication concerning the loan, such as periodic statements, and mortgage servicing transfer notices will now be addressed to the Estate Of Janet G. Resnik care of Brad Resnik and mailed to the mailing address we have on file, unless you advise us that you do not wish to receive these communications.

Please understand that we are not attempting to collect the debt from you personally and these communications are for informational purposes. Unless you assume the mortgage loan obligation under state law, you are not liable for the mortgage debt and cannot be required to use your assets to pay the mortgage debt. However, we have a security interest in the property and a right to foreclose if the terms of the mortgage loan contract are not met.

As a successor in interest, you are entitled to receive important loan information. Please find account level information below for your review:

• Current Loan Balance:	\$107,194.31
• Monthly Payment Amount:	\$1,472.85
• Current Interest Rate:	7.875%
• Interest Rate Reset Date (if applicable):	N/A
• Reset Amount (if applicable):	N/A
• Payoff Amount:	\$119,846.30
• Loan Status:	DELINQUENT
• Account Transfer:	08/01/2019

Please note that this is not a payoff quote. If you would like to pay off the loan please contact us for an exact quote as this amount may frequently change.

Mr. Cooper is a brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Mr. Cooper Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a registered service mark of Nationstar Mortgage LLC. All rights reserved.

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

If you are a successor in interest (received the property from a relative through death, devise, or divorce, or from the estate of a relative or other person) that has not assumed, or otherwise become obligated on the debt, this communication is for informational purposes only and is not an attempt to collect a debt from you personally.

Resnik Motion For Stay

NSC Case # 84751

Page 62 of 208

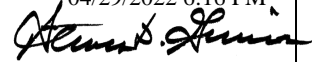
EXHIBIT

EXHIBIT



EXHIBIT

EXHIBIT


CLERK OF THE COURT

ORDG

MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
Henderson, NV 89074
(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff,

vs.

QUALITY LOAN SERVICE CORPORATION;
SATICOY BAY LLC SERIES 4928 E
MONROE AVENUE; NATIONSTAR
MORTGAGE LLC d/b/a MR. COOPER; US
BANK TRUST NATIONAL ASSOCIATION,
as OWNER TRUSTEE FOR VRMTG ASSET
TRUST AND SHELLPOINT; DOES I through
X

Defendants

CASE NO.: A-22-847283-C
DEPT NO.: 5

ORDER GRANTING TEMPORARY WRIT OF RESTITUTION

The hearing on the order to show cause having come before the court on the 21st day of April, 2022, Michael F Bohn, Esq. appearing on behalf of defendant Saticoy Bay, and Benjamin B. Childs, Esq., appearing on behalf of the plaintiff

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a Temporary Writ of Restitution regarding the property commonly known as 4928 East Monroe Avenue, Las Vegas, Nevada, 89110 shall issue.

1 IT IS FURTHER ORDERED that the temporary writ of restitution shall immediately issue
2 regarding the real property commonly known as 4928 East Monroe Avenue, Las Vegas, Nevada,
3 89110 in favor of defendant Saticoy Bay LLC Series 4928 E Monroe Avenue commanding the
4 Sheriff or Constable to remove defendant and any subtenants from the subject real property.

5 IT IS FURTHER ORDERED that defendant Saticoy Bay shall post security with the clerk of
6 the court in the sum of \$1,100.00 for the temporary writ of restitution.
7

8 IT IS FURTHER ORDERED that the plaintiff is prohibited from removing any fixtures and
9 any other attached household items, or from causing or doing any damage to the property.
10

11 Dated this 29th day of April, 2022

12 
13 _____
DISTRICT COURT JUDGE

14 **E79 5E7 F613 6D16**
15 **Veronica M. Barisich**
District Court Judge

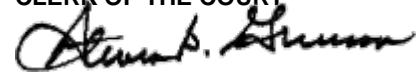
16 Respectfully submitted by:

17 LAW OFFICES OF
18 MICHAEL F. BOHN, ESQ., LTD

19 By: /s/ /Michael F. Bohn, Esq./
20 Michael F. Bohn, Esq.
21 2260 Corporate Circle, Suite 480
22 Henderson, NV 89074
23 Attorney for defendant Saticoy Bay
24
25
26
27
28

EXHIBIT 12 EXHIBIT 12

EXHIBIT 12 EXHIBIT 12



BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 385-1847
ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff

vs.

QUALITY LOAN SERVICE CORPORATION and
SOTICOY BAY LLC, 4928 E Monroe Avenue and
NATIONSTAR MORTGAGE LLC d/b/a
MR. COOPER, and
US BANK TRUST NATIONAL ASSOCIATION, as
OWNER TRUSTEE FOR VRMTG ASSET TRUST,
and SHELLPOINT, and
JOHN DOES 1 through 5 inclusive
and ROE CORPORATIONS I through X

Defendants

=====
SOTICOY BAY LLC, 4928 E Monroe Avenue

Counterclaimant

vs.

BRAD RESNICK

Counterdefendant

=====

Case # A-22-847283-C
Dept # 5

PLAINTIFF'S MOTION
FOR STAY PENDING
APPEAL

Hearing Date Requested

Resnik Motion For Stay
NSC Case # 84751
Page 69 of 208

1 Plaintiff moves for a stay pending appeal pursuant to NRCP 62 and NRAP
2 8. An Order Shortening Time will be submitted simultaneously.
3
4

5 FACTUAL AND PROCEDURAL SUMMARY
6

7 The real estate at issue is 4928 E. Monroe Las Vegas, Nevada 89110,
8 APN: 140-29-510-089 (hereinafter "Subject Property");
9

10 Plaintiff timely initiated this case on January 22, 2022 following a
11 foreclosure of his residence by a lender on November 19, 2021. Following the
12 complaint, over Plaintiff's opposition an Order Granting Temporary Writ of
13 Restitution filed April 29, 2022 [Exhibit 11] was obtained by Saticoy Bay, the high
14 bidder at that foreclosure sale. Saticoy Bay bid \$.44 [yes, 44 cents] over the
15 outstanding mortgage balance of \$123,304.56. [Exhibit 4] Plaintiff timely filed an
16 appeal and the parties participated in the Supreme Court Settlement Program
17 without a resolution.
18
19

20 The November 19, 2021 foreclosure sale was conducted while Plaintiff was
21 under review for a loan modification, as memorialized in the October 5, 2021
22 letter from Mr. Cooper, [Exhibit 1] the mortgage servicer. The letter states in the
23 first sentence :
24

25 In response to your request for a loss mitigation review, this letter will
26 confirm that we have all of the information that we need from you to
27 evaluate you eligibility for loss mitigation options.
28

1 The October 5, 2021 letter from Mr. Cooper memorializes (1) Plaintiff
2 requested loss mitigation review and (2) the lender had all information need to
3 evaluate eligibility. This followed a letter from Mr. Cooper dated June 20, 2020
4 confirming Brad Resnik's "...status as the confirmed successor in interest ..."
5 [Exhibit 9]
6

7 Plaintiff now seeks a stay of the Order Granting Temporary Writ of
8 Restitution filed April 29, 2022.
9

10 11 POINTS AND AUTHORITIES 12

13 14 A. COURT RULES FOR STAY PENDING APPEAL 15

16 Rule 62 - Stay of Proceedings to Enforce a Judgment
17 ...

18 **(c)Injunction Pending an Appeal. While an appeal is pending from**
19 **an interlocutory order or final judgment that grants or refuses to**
20 **grant, or dissolves or refuses to dissolve, an injunction, the court**
21 **may stay, suspend, modify, restore, or grant an injunction on**
22 **terms for bond or other terms that secure the opposing party's**
23 **rights.**

24 (d) Stay Pending an Appeal.

25 (1)By Supersedeas Bond. If an appeal is taken, the appellant may
26 obtain a stay by supersedeas bond, except in an action described
27 in Rule 62(a)(2). The bond may be given upon or after filing the
28 notice of appeal or after obtaining the order allowing the appeal.
The stay is effective when the supersedeas bond is filed.

(2)By Other Bond or Security. If an appeal is taken, a party is

1 entitled to a stay by providing a bond or other security. Unless the
2 court orders otherwise, the stay takes effect when the court
3 approves the bond or other security and remains in effect for the
4 time specified in the bond or other security.

5

(g) Appellate Court's Power Not Limited. This rule does not limit the
6 power of an appellate court or one of its judges or justices:

- 7 (1) to stay proceedings-or suspend, modify, restore, or grant an
8 injunction-while an appeal is pending; or
9 (2) to issue an order to preserve the status quo or the
10 effectiveness of the judgment to be entered.

11 NRAP 8 requires an initial motion for stay be made to the district court.

12 (a) Motion for Stay.

13 (1) Initial Motion in the District Court. A party must ordinarily
14 move first in the district court for the following relief:

15 (A) a stay of the judgment or order of, or proceedings in, a
16 district court pending appeal or resolution of a petition to
17 the Supreme Court or Court of Appeals for an extraordinary
18 writ;

19 (B) approval of a supersedeas bond; or

20 (C) an order suspending, modifying, restoring or granting
21 an injunction while an appeal or original writ petition is
22 pending.

23 B. FACTORS TO BE CONSIDERED FOR A STAY

24 An analysis of the factors to be considered when considering a stay under
25 NRAP 8(c) is set forth below under Fritz Hansen A/S v. Dist. Ct. 116 Nev. 650,
26 657, 6 P.3d 982, 989 (2000).

27 In deciding whether to issue a stay, this court generally considers
28 the following factors:

- (1) Whether the object of the appeal or writ petition will be defeated if the stay is denied;
- (2) Whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied;
- (3) Whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted; and
- (4) Whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition.

No one factor is controlling. See Mikohn Gaming Corp. V. McCrea, 120 Nev. 248, 251, 89 P.3d 36, 38 (2004) explaining that in evaluating a motion to stay, no single factor is dispositive and a strong showing on some factors may counterbalance weak factors. The factors all mitigate toward granting the stay.

First, the object of the appeal will likely be defeated if the stay is denied. Plaintiff will be forced to move from his home of many decades. His personal property, which is substantial, [Exhibit 10] will be lost. When he eventually prevails in the case, the property will be substantially altered.

Second, if the stay is denied Plaintiff will suffer irreparable harm. He will have been forced to leave his home of many decades and his personal property, which is substantial will be lost. [Exhibit 10]

Third, Saticoy Bay suffers no irreparable injury because the status quo will be maintained. It will continue to have a contested title to the Subject Property based on it's highly speculative bid at the November 19, 2021 foreclosure sale.

Fourth, Plaintiff is likely to prevail on his appeal.

1 C. SALE IS VOID

2
3
4 i. PLAINTIFF WAS UNDER A LOSS MITIGATION EVALUATION WHEN
5 FORECLOSURE SALE HAPPENED.

6 The foreclosure sale happened while Plaintiff was being evaluated for loss
7 mitigation. At all relevant times, Shellpoint, Cooper, Quality and US Bank were
8 aware or should have been aware of the timing of the Notice of Trustee Sale of
9 the Subject Property, and it proceeded with the sale despite the knowledge that
10 the foreclosure sale was legally flawed and void under NRS 107.080, NRS
11 107.530, NRS 107.550 and NRS 107.560;
12

13
14 Defendants Shellpoint, Cooper, Quality and US Bank were actually aware
15 that the faulty time and illegal issuances of the Notice of Trustee Sale and the
16 actual foreclosure sale due to the pending foreclosure prevention alternative
17 under NRS 107.420 and NRS 107.530. Despite that knowledge, they proceeded
18 with the Trustee Sale of the Subject Property.
19

20 NRS 108.530 provides that if a homeowner files an application for a
21 “foreclosure prevention alternative” as defined in NRS 107.420, which definition
22 includes a mortgage note modification, the beneficiary, servicer and/or trustee
23 may not proceed to take any further action on the foreclosure until a final
24 determination has been made and appeal rights exhausted, including the
25 recordation of a Notice of Trustee Sale, conduct of a Trustee Sale, and
26 recordation of a Trustee's Deed Upon Sale.
27
28

1 ii. RECORDING STATUTE PROTECTS PLAINTIFF

2 Under Nevada law, a plaintiff may bring a quiet title action to determine
3 adverse claims to real property. Nev.Rev.Stat. § 40.010. The priority of
4 competing claims to real property generally is governed by Nevada's recording
5 statute, which provides that a recorded interest in property “impart [s] notice to
6 all persons of the contents thereof; and subsequent purchasers and mortgagees
7 shall be deemed to purchase and take with notice.” Nev.Rev.Stat. § 111.320.
8 However, an unrecorded property interest is “void as against any subsequent
9 purchaser, in good faith and for a valuable consideration” if the subsequent
10 purchaser's interest is “first duly recorded.” Id. § 111.325. “A subsequent
11 purchaser with notice, actual or constructive, of an interest in the land superior to
12 that which he is purchasing is not a purchaser in good faith, and not entitled to
13 the protection of the recording act.” Allison Steel Mfg. Co. v. Bentonite, Inc., 86
14 Nev. 494, 471 P.2d 666, 669 (1970).

15 **The recording statutes provide constructive notice of a competing**
16 **property right. Id. at 668–69; see also Nev.Rev.Stat. § 247.190(1) (stating**
17 **that a properly recorded document “provides notice to all persons of the**
18 **contents thereof, and all third parties shall be deemed to purchase and**
19 **take with notice”). Additionally, a subsequent purchaser is not a good faith**
20 **purchaser without notice if he or she was under a duty to inquire. Berge v.**
21 **Fredericks, 95 Nev. 183, 591 P.2d 246, 249 (1979). A person is under a duty**
22 **to inquire when he or she possesses facts which would lead a reasonable**
23 **Resnik Motion For Stay**
24 **NSC Case # 84751**
25 **Page 75 of 208**

1 person under the circumstances to investigate. *Id.* Even if the subsequent
2 purchaser does not actually conduct an investigation, the law deems him
3 or her to have constructive notice of whatever the investigation would
4 uncover. *Id.* However, a subsequent purchaser “may rebut the
5 presumption of notice by showing that he made due investigation without
6 discovering the prior right or title he was bound to investigate.” *Id.*
7
8 Whether the subsequent purchaser conducted an adequate investigation
9 generally is a question for the fact finder. *Id.*
10

11 To effectuate the priority rules set forth in sections 111.320 and 111.325,
12 Nevada law requires each county recorder to maintain alphabetical grantor and
13 grantee indices. Nev.Rev.Stat. §§ 247.120(1), 247.150(1), (4), (7). As Nevada
14 has described its system:
15

16 A prospective purchaser of land may search those indices to ensure
17 that the person attempting to sell the property has clear title to it. To
18 search the indices, the prospective purchaser would first search the
19 grantee index for the purported owner's name to ascertain when
20 and from whom the purported owner received the property. Using
21 that name, the purchaser would check the grantee index for the
22 names of each previous owner, thus establishing the “chain of title.”
23 The purchaser must then search the grantor index, starting with the
24 first owner in the chain of title, to see whether he or she transferred
25 or encumbered the property during the time between his or her
26 acquisition of the property and its transfer to the next person in the
27 chain of title. Whether or not a purchaser of real property performs
28 this search, he or she is charged with constructive notice of, and

1 takes ownership of the property subject to, any interest such a title
2 search would reveal. Adaven Mgmt., Inc. v. Mountain Falls
3 Acquisition Corp., 124 Nev. 770, 191 P.3d 1189, 1195 (2008)
4 (footnotes omitted).

5
6 Plaintiff claims superior title to the Subject Property based on several
7 theories. Movant purchased “without covenant or warranty”. Movant was not
8 a good faith purchaser without notice because even a cursory search of the
9 public records would have revealed that the 2008 Deed of Trust that was
10 purportedly being foreclosed had the wrong APN and did NOT encumber the
11 Subject Property. The assignment less than 30 days before the foreclosure
12 sale had the wrong APN and did NOT encumber the Subject Property. Finally,
13 the foreclosure sale violated clear Nevada statute and was void.
14
15

16
17 ii. TRUSTEE’S DEED IS WITHOUT COVENANT OR WARRANTY,
18 EXPRESS OR IMPLIED
19

20 SOTICOY BAY LLC, 4928 E Monroe Avenue is the grantee on
21 Trustee’s Deed on Sale [Exhibit 4] recorded December 1, 2021 reciting that
22 Defendant Quality Loan Services purportedly sold the Subject Property under
23 terms of a 2008 Deed of Trust. Representation in the Trustee’s Deed on Sale is
24 set forth below.
25

26
27 This conveyance is made in compliance with the terms and
28

1
2 provisions of the Deed of Trust executed by **JANET G. RESNIK, A**
3 **MARRIED WOMAN SOLE AND SEPARATE**, as trustor, dated
4 **8/11/2008**, and recorded on **8/22/2008** as Instrument No. 20080822-
5 0003615 of Official Records in the office of the Recorder of **CLARK**,
6 Nevada, under the authority and powers vested in the Trustee
7 designated in the Deed of Trust or as the duly appointed trustee, ..
8

9 The referenced 2008 Deed of Trust is attached as Exhibit 5. Clearly the
10 Assessor's Parcel Number [APN] on the deed of trust is is APN: 140-29-510-889.
11 This is NOT the APN for the Subject Property. Nor is it the APN for the Subject
12 Property which Janet Resnick owned in August, 2008; her vesting deed had the
13 correct APN of 140-29-510-089. [Exhibit 7].
14

15 iii SALE TO SATICOY BAY IS VOID

16 Statutes are given their plain meaning. The clear meaning of the
17 foreclosure statutes referenced below are to protect the homeowner. When the
18 statutes are violated, and the homeowner timely sues, this Court must declare the
19 sale void.

20 Platte River Ins. Co. v. Jackson, 137 Nev. Adv. Rep. 82, 500 P.3d 1257,
21 1258 (Dec 23, 2021) reiterates black letter law of statutory interpretation. "In
22 interpreting a statute, we begin with its plain language. Arguello v. Sunset Station,
23 Inc., 127 Nev. 365, 370, 252 P.3d 206, 209 (2011)" id @ 1259 It goes on to
24 state "We strive to the extent possible to interpret a statute in a matter that avoids
25 'unreasonable or absurd result[s]' unintended by the Legislature." id @ 1262

26 U.S. Bank v. Res. Grp., LLC, 135 Nev. 199, 205. 444 P.3d 442, 448
27 (2019), dealing with an HOA foreclosure case, states Nevada law as succinctly,
28 "A void sale, in contrast to a voidable sale, defeats the competing title of even a

1
2 bona fide purchaser for value.” Surely the same logic applies with a trustee’s
3 deed after an illegal sale.

4 The lender violated NRS 107.080(3) and (4). NRS 107.080(5) expressly
5 states “a sale made pursuant to this section must be declared void by any court
6 of competent jurisdiction in the in county where the sale took place ...”

7 The purported Notice of Trustee Sale and the sale was void as violative of
8 NRS 107.530 prohibiting such notices and a sale while a “foreclosure prevention
9 alternative” is pending.

10 The relevant portion of NRS 107.530 is set forth below.

11
12 1. If a borrower submits an application for a foreclosure prevention
13 alternative offered by, or through, the borrower’s mortgage servicer
14 or mortgagee or the beneficiary of the deed of trust, **then the**
15 **mortgage servicer, mortgagee, trustee, beneficiary of the deed**
16 **of trust or an authorized agent of such a person may not**
17 **commence a civil action for a foreclosure sale pursuant to NRS**
18 **40.430 involving a failure to make a payment required by a**
19 **residential mortgage loan, record a notice of default and**
20 **election to sell pursuant to subsection 2 of NRS 107.080 or a**
21 **notice of sale pursuant to subsection 4 of NRS 107.080, or**
22 **conduct a foreclosure sale until one of the following has**
23 **occurred:**

24 (a) The borrower fails to submit all the documents or
25 information required to complete the application within 30
26 calendar days after the date of the initial acknowledgment of
27 receipt of the application sent to the borrower pursuant to NRS
28 107.520.

(b) The mortgage servicer, mortgagee or beneficiary of the

1
2 deed of trust makes a written determination that the borrower
3 is not eligible for a foreclosure prevention alternative, and any
4 appeal period pursuant to subsection 5 has expired.

5 (c) The borrower does not accept a written offer for a
6 foreclosure prevention alternative within 14 calendar days after
7 the date on which the offer is received by the borrower.

8 (d) The borrower accepts a written offer for a foreclosure
9 prevention alternative, but defaults on, or otherwise breaches
10 the borrower's obligations under, the foreclosure prevention
alternative.

11 **2. Not later than 30 calendar days after the borrower submits a**
12 **complete application for a foreclosure prevention alternative,**
13 the mortgage servicer shall submit to the borrower a written offer for
14 a foreclosure prevention alternative or the written statement of the
15 denial of the application described in subsection 4. The borrower
16 must accept or reject the offer within 14 calendar days after the
17 borrower receives the offer. If a borrower does not accept a written
18 offer for a foreclosure prevention alternative within 14 calendar days
19 after the borrower receives the offer for the foreclosure prevention
20 alternative, the offer is deemed to be rejected.

21 Plaintiff NEVER receipt "a written offer for a foreclosure prevention
22 alternative or the written statement of the denial of the application."

23
24 **D. GRANTING STAY IS WITHIN DISCRETION OF THE COURT**

25
26 The discretion of a trial court under NRCP 62(d) includes the power to
27
28

1
2 decide whether Defendants are entitled to a stay of judgment pending appeal. It
3 is not limited to a determination of the adequacy of a supersedeas bond. State ex
4 rel. Pub. Serv. Comm'n v. First Judicial Dist. Court, 94 Nev. 42, 574 P.2d 272
5 (1978).
6

7 Regarding the amount of a bond, if any is required, “the focus is properly
8 on what security will maintain the status quo and protect the judgment creditor
9 pending an appeal, not how “unusual” the circumstances of a given case may
10 be.” Nelson v. Heer, 121 Nev. 832, at 834, 122 P.3d 1252 (2005).
11

12 Any relief must be to preserve status quo and relate to effectiveness of
13 judgment which might be rendered on appeal. See Kassabian v. Jones, 72 Nev.
14 314, 304 P.2d 962 (1956), cited, White Pine Power Dist. v. Public Serv. Comm'n,
15 76 Nev. 263, at 265, 352 P.2d 256 (1960). The court can easily issue an
16 injunction preserving the status quo until the appeal is completed by ordering
17 Plaintiff to maintain the property, insure the property, and pay all taxes until
18 further order of this court.
19
20

21 Plaintiff is a simple person in the twilight of his life. He has no extra
22 money, so requiring other than a nominal bond would deprive him of the ability to
23 maintain the status quo pending the appeal. The Writ of Restitution required an
24 \$1,100 bond, and Plaintiff submits that what is good for the goose is good for the
25 gander, and an \$1,100 bond should be required.
26
27
28

1
2 CONCLUSION
3

4
5 Plaintiff prays that the Order Granting Temporary Writ of Restitution filed
6 April 29, 2022 be stayed pending a decision on appeal upon Plaintiff posting an
7 \$1,100 supersedeas bond. Exhibits with index are attached.
8

9 /s/ Benjamin B. Childs
10 BENJAMIN B. CHILDS
11 Nevada Bar # 3946
12 Attorney for Plaintiff

13 CERTIFICATE OF ELECTRONIC SERVICE
14

15 This PLAINTIFF'S MOTION FOR STAY PENDING APPEAL, with exhibits,
16 was served through the Odyssey electronic filing system to all parties on filing.
17 Electronic service is in place of mailing.
18

19 /s/ Benjamin B. Childs

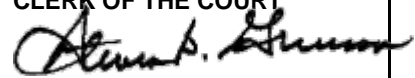
20 _____
21 BENJAMIN B. CHILDS, ESQ.
22 EVADA BAR # 3946
23
24
25
26
27
28

EXHIBIT 13

EXHIBIT 13

EXHIBIT 13

EXHIBIT 13



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6 Attorney for defendant Saticoy Bay

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 BRAD RESNIK

10 Plaintiff,

11 vs.

12 QUALITY LOAN SERVICE CORPORATION;
13 SATICOY BAY LLC SERIES 4928 E
MONROE AVENUE; NATIONSTAR
14 MORTGAGE LLC d/b/a MR. COOPER; US
BANK TRUST NATIONAL ASSOCIATION,
15 as OWNER TRUSTEE FOR VRMTG ASSET
TRUST AND SHELLPOINT; DOES I through
16 X

17 Defendants

18 SATICOY BAY LLC SERIES 4928 E
19 MONROE AVE.

20 Counterclaimant

21 vs.

22 BRAD RESNIK

23 Counterdefendant

CASE NO.: A-22-847283-C
DEPT NO.: 5

24 **OPPOSITION TO MOTION FOR STAY ON APPEAL**

25 Defendant, Saticoy Bay LLC Series 4928 E Monroe Avenue by and through its attorney, Michael
26 F. Bohn, Esq., opposes the motion to stay on multiple grounds, including:

- 27 1. The plaintiff has already been evicted by the constable;
28 2. The appeal comes from an order that is not an appealable order; and

Resnik Motion For Stay
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3. The plaintiff has a very slim chance of winning this case or the appeal.

FACTS

Defendant/counterclaimant Saticoy Bay is the owner of the real property commonly known as 4928 E Monroe Avenue, Las Vegas, Nevada. Saticoy Bay obtained title to the property by foreclosure deed recorded on December 1, 2021.

The chain of title and the order of recordation of the public documents is critical to this lawsuit. The plaintiff did not obtain title until almost three months after the notice of trustee's sale was recorded, and only 15 days before the foreclosure sale was conducted.

The property was originally owned by Janet Resnick, as alleged in the complaint. A copy of her vesting deed is attached as Exhibit A.

On August 22, 2008, Janet Resnick took out a loan secured by a deed of trust. Janet Resnick is listed as Borrower on the deed of trust. A copy of the deed of trust is attached as Exhibit B.

Janet Resnick died, and a probate order was entered on April 27, 2011, setting aside the property of Janet Resnick to Bryant Stanley and Robert S. Resnick, trustees of the Gram and Gramps Family Trust. This order was recorded on May 4, 2011. A copy of the recorded order is attached as Exhibit C.

The same order was re-recorded on May 26, 2011 to correct the legal description. A copy of the re-recorded order is attached as Exhibit D.

The property was transferred from the trust to Robert Resnick by deed recorded August 10, 2011. Title remained in the name of Robert Resnick for over ten years. A copy of this deed is attached as Exhibit E.

On December 11, 2019, over 8 years after the property was deeded to Robert Resnick, the trustee recorded a Notice of Breach and Default and Election to Sell. A copy of this document is attached as Exhibit F. The notice states the breach occurred in that the payment due June 1, 2019 and all subsequent payments have not been made.

Home Means Nevada issued it's certificate on March 10, 2020. The certificate was recorded on March 10, 2020. A copy of the certificate is attached as Exhibit G.

The Notice of Trustee's Sale was recorded on August 13, 2021. A copy of the notice is attached as Exhibit H.

1 The property was not transferred into the plaintiff's name until November 4, 2021. A copy of this
2 deed is attached as Exhibit I.

3 The foreclosure sale took place on November 19, 2021 and was purchased by defendant Saticoy
4 Bay for the price of \$123,305.00. These details are contained in the foreclosure deed recorded on
5 December 1, 2021. A copy of this deed is attached as Exhibit J

6 This court already entered an order granting a writ of restitution, and the writ of restitution. A
7 copy of the order is attached as Exhibit K. A copy of the temporary writ of restitution is attached as
8 Exhibit L. A copy of the required bond is attached as Exhibit M.

9 The order granting the writ and the temporary writ are not appealable orders.

10 As the plaintiff did not hold title until after the last notice for the foreclosure was recorded, he was
11 not entitled to any notice and he was not entitled to the protections of the Homeowners Bill of Rights or
12 the foreclosure mediation program. The sale is proper, and the plaintiff has been evicted from the
13 property.

14 POINTS AND AUTHORITIES

15 **A. The appeal is from an order which is not an appealable order**

16 An order granting a temporary writ of restitution is not an appealable order under NRAP 3A.
17 Rule 3A provides:

18 **(a) Standing to Appeal.** A party who is aggrieved by an appealable judgment or order
19 may appeal from that judgment or order, with or without first moving for a new trial.

20 **(b) Appealable Determinations.** An appeal may be taken from the following
21 judgments and orders of a district court in a civil action:

22 (1) A final judgment entered in an action or proceeding commenced in the court in
23 which the judgment is rendered.

24 (2) An order granting or denying a motion for a new trial.

25 (3) An order granting or refusing to grant an injunction or dissolving or refusing to
26 dissolve an injunction.

27 (4) An order appointing or refusing to appoint a receiver or vacating or refusing to
28 vacate an order appointing a receiver.

(5) An order dissolving or refusing to dissolve an attachment.

(6) An order changing or refusing to change the place of trial only when a notice of
appeal from the order is filed within 30 days.

(A) Such an order may only be reviewed upon a timely direct appeal from the
order and may not be reviewed on appeal from the judgment in the action or proceeding
or otherwise. On motion of any party, the court granting or refusing to grant a motion to
change the place of trial of an action or proceeding shall enter an order staying the trial
of the action or proceeding until the time to appeal from the order granting or refusing to
grant the motion to change the place of trial has expired or, if an appeal has been taken,
until the appeal has been resolved.

1 (B) Whenever an appeal is taken from such an order, the clerk of the district court
2 shall forthwith certify and transmit to the clerk of the Supreme Court, as the record on
3 appeal, the original papers on which the motion was heard in the district court and, if the
4 appellant or respondent demands it, a transcript of any proceedings had in the district
5 court. The district court shall require its court reporter to expedite the preparation of the
6 transcript in preference to any other request for a transcript in a civil matter. When the
7 appeal is docketed in the court, it stands submitted without further briefs or oral argument
8 unless the court otherwise orders.

9 (7) An order entered in a proceeding that did not arise in a juvenile court that finally
10 establishes or alters the custody of minor children.

11 (8) A special order entered after final judgment, excluding an order granting a motion
12 to set aside a default judgment under NRCP 60(b)(1) when the motion was filed and
13 served within 60 days after entry of the default judgment.

14 (9) An interlocutory judgment, order or decree in an action to redeem real or personal
15 property from a mortgage or lien that determines the right to redeem and directs an
16 accounting.

17 (10) An interlocutory judgment in an action for partition that determines the rights and
18 interests of the respective parties and directs a partition, sale or division.

19 An order granting a temporary writ of restitution and a temporary writ of restitution is not on this
20 list of appealable determinations.

21 Saticoy Bay filed a motion to dismiss the appeal. The motion was denied without prejudice
22 pending the settlement proceedings. A copy of the order is attached as Exhibit M.

23 The plaintiffs motion notes the settlement proceedings have been completed without resolution,
24 and Saticoy Bay intends to re-file the dismissal motion once the settlement judge files his report of no
25 settlement with the court.

26 The plaintiffs motion cites to Rule 62 regarding “stay of proceedings to enforce a judgment.”
27 There is no judgment entered here. The case law all cited by counsel regarding a stay applies only to a
28 properly filed appeal from an appealable order.

B. The plaintiff has already been evicted

21 The plaintiff has already been formally evicted by the constable. The plaintiff has been permitted
22 to return to the property for the sole purpose of removing his personal property from the yard area. If
23 the plaintiff has re-taken possession in violation of the existing court order and the eviction proceedings
24 by the constable, he is liable for arrest and would be in contempt of this court’s order.

25 The court should not reward this improper behavior by the plaintiff with a stay to permit him to
26 remain in the property which he no longer owns.

27 The notice of breach, Exhibit F, indicates that the plaintiff has not paid the mortgage since June,
28

1 2019. He should not be permitted to disobey court orders, the eviction of the constable, to remain in a
2 property which he hasn't paid on in over three years.

3 **C. The burden of proof is on the plaintiff**

4 The Nevada Supreme Court set out the standards to set aside a foreclosure sale in the cases of
5 *Shadow Wood Homeowners Association v. NYCB* 132 Nev. 49, 366 P.3d 1105 (2016) and *Nationstar*
6 *Mortgage v. Saticoy Bay LLC Series 2227 Shadow Canyon*, 133 Nev. 740, 405 P.3d 641, (2017).

7 Although each of these cases involved HOA foreclosures, the Supreme Court noted in *Shadow*
8 *Wood* that that the principles applied equally to trust deed foreclosures.

9 The plaintiff in this case bears the burden of proof. In *Shadow Wood*, the court stated:

10 The question remains whether NYCB demonstrated sufficient grounds to justify the
11 district court in setting aside *Shadow Wood's* foreclosure sale on NYCB's motion for
12 summary judgment. *Breliant v. Preferred Equities Corp.*, 112 Nev. 663, 669, 918 P.2d
13 314, 318 (1996) (stating the burden of proof rests with the party seeking to quiet title in
14 its favor). As discussed above, demonstrating that an association sold a property at its
15 foreclosure sale for an inadequate price is not enough to set aside that sale; there must
16 also be a showing of fraud, unfairness, or oppression. *Long*, 98 Nev. at 13, 639 P.2d at
17 530.

18 Similarly, in *Shadow Canyon*, the Supreme Court held the party seeking to set a sale aside carries
19 the burden of proof, as there is a presumption in favor of the record title holder stating:

20 *Nationstar* has the burden to show that the sale should be set aside in light of *Saticoy*
21 *Bay's* status as the record title holder, *see Breliant v. Preferred Equities Corp.*, 112 Nev.
22 663, 669, 918 P.2d 314, 318 (1996) (“[T]here is a presumption in favor of the record
23 titleholder.”), and the statutory presumptions that the HOA's foreclosure sale complied
24 with NRS Chapter 116's provisions, NRS 47.250(16) (providing for a rebuttable
25 presumption “[t]hat the law has been obeyed”); *cf.* NRS 116.31166(1)-(2) (providing for
26 a conclusive presumption that certain steps in the foreclosure process have been
27 followed); *Shadow Wood*, 132 Nev., Adv. Op. 5, 366 P.3d at 1111 (observing that NRS
28 116.31166's language was taken from NRS 107.030(8), which governs power-of-sale
foreclosures).
(footnotes omitted)

The *Shadow Wood* court held that there were four factors to be considered by the court in setting
aside a foreclosure sale:

1. An unreasonably low price;
2. The presence of fraud, oppression or unfairness that accounts for and leads to the unreasonably
low price;
3. The actions or inactions of the complaining party before the foreclosure sale; and

1 4. The presence of a bona fide purchaser.

2 In Shadow Wood, the court noted “When sitting in equity, however, courts must consider the
3 entirety of the circumstances that bear upon the equities.”

4 Here, the price and the presence of fraud, oppression or unfairness is not an issue. The two factors
5 present here which should be examined by the court are issues 3 and 4. The plaintiff took no action prior
6 to the foreclosure sale. The plaintiff knew the property was up for sale, received the statutorily required
7 notices and took zero action and permitted the title to the property to be acquired at foreclosure sale,
8 because the property has been obtained by a bona fide purchaser.

9 Discussing issue 3, the Shadow Wood court stated:

10 Against these inconsistencies, however, must be weighed NYCB's (in)actions. The NOS
11 was recorded on January 27, 2012, and the sale did not occur until February 22, 2012.
12 NYCB knew the sale had been scheduled and that it disputed the lien amount, yet it did
not attend the sale, request arbitration to determine the amount owed, or seek to enjoin
the sale pending judicial determination of the amount owed.. . .

13 Here, the plaintiff had similar remedies available to it but failed to take any action. The plaintiff
14 permitted the foreclosure to proceed and be purchased by a third party bona fide purchaser. The
15 defendant here, Saticoy Bay, paid substantial and valuable consideration, as stated in the foreclosure
16 deed to be \$123,305.00. As a result, the plaintiff is estopped from seeking to set the sale aside.
17 “Equitable estoppel operates to prevent a party from asserting legal rights that, in equity and good
18 conscience, they should not be allowed to assert because of their conduct.” Nevada State Bank v. Jamison
19 Fam. P'ship, 106 Nev. 792, 799, 801 P.2d 1377, 1382 (1990) United Brotherhood v. Dahnke, 102 Nev.
20 20, 22, 714 P.2d 177, 178–179 (1986).

21 The court in Shadow Wood, noted that equitable relief is not available to a party that was on
22 notice but failed to act. Footnote 7 to the decision states:

23 Consideration of harm to potentially innocent third parties is especially pertinent here
24 where NYCB did not use the legal remedies available to it to prevent the property from
25 being sold to a third party, such as by seeking a temporary restraining order and
preliminary injunction and filing a lis pendens on the property. *See* NRS 14.010; NRS
40.060. *Cf. Barkley's Appeal. Bentley's Estate*, 2 Monag. 274, 277 (Pa.1888) (“**In the
26 case before us, we can see no way of giving the petitioner the equitable relief she asks
without doing great injustice to other innocent parties who would not have been in
27 a position to be injured by such a decree as she asks if she had applied for relief at
an earlier day.**”). (emphasis added)
28 The Shadow Wood court also cited the case of Nussbaumer v. Superior Court in & for Yuma

1 City, 107 Ariz. 504, 489 P.2d 843, 846 (Ariz. 1971) “Where the complaining party has access to all the
2 facts surrounding the questioned transaction and merely makes a mistake as to the legal consequences
3 of his act, equity should normally not interfere, especially where the rights of third parties might be
4 prejudiced thereby.”

5 Also in Shadow Wood, the court cited several cases refusing to grant equitable relief where the
6 rights of third persons are affected, invoking the bona fide purchaser doctrine.

7 When sitting in equity, however, courts must consider the entirety of the circumstances
8 that bear upon the equities....

9 This includes considering the status and actions of all parties involved, including whether
10 an innocent party may be harmed by granting the desired relief.⁷ *Smith v. United States*,
11 373 F.2d 419, 424 (4th Cir.1966) (“Equitable relief will not be granted to the possible
12 detriment of innocent third parties.”); *see also In re Vlasek*, 325 F.3d 955, 963 (7th
Cir.2003) (“[I]t is an age-old principle that in formulating equitable relief a court must
consider the effects of the relief on innocent third parties.”); *Riganti v. McElhinney*, 248
Cal.App.2d 116, 56 Cal.Rptr. 195, 199 (Ct.App.1967) (“[E]quitable relief should not be
granted where it would work a gross injustice upon innocent third parties.”).

13 The plaintiff received the foreclosure notices and failed to act, and the property was acquired by
14 a third party, the defendant herein. The foreclosure deed notes that Saticoy Bay paid the sum of
15 \$123,305.00, a substantial amount of money. Saticoy Bay should not be deprived of the possession of
16 the property is lawfully purchased at a foreclosure sale, which is presumptively valid. The plaintiff is
17 therefore not entitled to equitable relief from this court and is not likely to prevail.

18 **D. The plaintiff did not have title to the property until after the notice of sale was recorded and
as such, was never entitled to any notices.**

19 NRS 107.080 requires that the notices for a trust deed foreclosure be sent to the “grantor or the
20 person who holds the title of record.” The relevant portions provide:

21 **NRS 107.080 Trustee’s power of sale: Power conferred; required notices; effect of**
22 **sale; circumstances in which sale must be declared void; civil actions for**
noncompliance with certain requirements; duty to post; duty to record; fees.

23 ...
2. The power of sale must not be exercised, however, until:

24 ...

25 (a) In the case of any deed of trust coming into force:

26 (2) On or after July 1, 1957, the grantor, the person who holds the title of
27 record, a beneficiary under a subordinate deed of trust or any other person who has
a subordinate lien or encumbrance of record on the property has, for a period of 35
days, computed as prescribed in subsection 3, failed to make good the deficiency in
performance or payment.

28

1 (b) The beneficiary, the successor in interest of the beneficiary or the trustee first
2 executes and causes to be recorded in the office of the recorder of the county wherein the
3 trust property, or some part thereof, is situated a notice of the breach and of the election
4 to sell or cause to be sold the property to satisfy the obligation.

5 (c) The beneficiary or its successor in interest or the servicer of the obligation
6 or debt secured by the deed of trust has instructed the trustee to exercise the power of sale
7 with respect to the property.

8 (d) Not less than 3 months have elapsed after the recording of the notice.

9 3. The 15- or 35-day period provided in paragraph (a) of subsection 2 commences on
10 the first day following the day upon which the notice of default and election to sell is
11 recorded in the office of the county recorder of the county in which the property is located
12 **and a copy of the notice of default and election to sell is mailed by registered or**
13 **certified mail, return receipt requested and with postage prepaid to the grantor or,**
14 **to the person who holds the title of record on the date the notice of default and**
15 **election to sell is recorded,** and, if the property is operated as a facility licensed under
16 chapter 449 of NRS, to the State Board of Health, at their respective addresses, if known,
17 otherwise to the address of the trust property or, if authorized by the parties, delivered by
18 electronic transmission. The notice of default and election to sell must describe the
19 deficiency in performance or payment and may contain a notice of intent to declare the
20 entire unpaid balance due if acceleration is permitted by the obligation secured by the
21 deed of trust, but acceleration must not occur if the deficiency in performance or payment
22 is made good and any costs, fees and expenses incident to the preparation or recordation
23 of the notice and incident to the making good of the deficiency in performance or
24 payment are paid within the time specified in subsection 2.

25

26 5. Every sale made under the provisions of this section and other sections of this
27 chapter vests in the purchaser the title of the grantor and any successors in interest
28 without equity or right of redemption. Except as otherwise provided in subsection 7, a
sale made pursuant to this section must be declared void by any court of competent
jurisdiction in the county where the sale took place if:

(a) The trustee or other person authorized to make the sale does not substantially
comply with the provisions of this section;

(b) Except as otherwise provided in subsection 6, an action is commenced in the
county where the sale took place within 30 days after the date on which the trustee's deed
upon sale is recorded pursuant to subsection 10 in the office of the county recorder of the
county in which the property is located; and

(c) A notice of lis pendens providing notice of the pendency of the action is recorded
in the office of the county recorder of the county where the sale took place within 5 days
after commencement of the action.

The provisions of NRS 107.085 regarding owner occupied housing applies only to the grantor
or the person who holds title of record."

The foreclosure mediation program under NRS 107.086 also applies only to "the grantor or the
person who holds the title of record."

1 The Homeowners Bill of Rights, NRS 107.500-560, does not even apply to the person “who holds
2 the title of record,” it applies only to “Borrowers.”

3 Here, the plaintiff was not the trustor or the borrower on the deed of trust. The plaintiff also did
4 not have title of record until after the notice of sale was recorded. He therefore was not entitled to
5 receive the notice of default or the notice of sale, and he was not entitled to enter into the foreclosure
6 mediation program or have any rights under the Homeowners Bill of Rights. The plaintiffs complaint
7 has no merit on these issues.

8 Additionally, once the notice of sale is recorded and published, the plaintiff is not entitled to
9 payoff information. NRS 107.240 clearly provides:

10 **Grounds for refusal to deliver statement.** If the debt secured by a deed of trust for
11 which a statement described in NRS 107.210 has been requested is subject to a recorded
12 notice of default or a filed complaint commencing a judicial foreclosure, the beneficiary
13 may refuse to deliver the statement unless the written request for the statement is received
14 before the publication of a notice of sale or the notice of the date of sale established by
15 a court.

16 As the plaintiff did not obtain title to the property until after the notice of sale was recorded, he
17 was not even entitled to a payoff of the mortgage.

18 The statute does not require “strict” compliance. Section 5 of NRS 107.080, cited above, clearly
19 shows that “substantial compliance” is required. The plaintiff has failed to show that the foreclosure sale
20 did not substantially comply with the statutes.

21 **E. An incorrect APN does not invalidate any recording**

22 Counsel for the plaintiff fails to cite to any authority invalidating any recorded instrument because
23 of an incorrect assessors parcel number. NRS 111.312 sets forth the requirement to be contained in a
24 document before the county recorder is required to record it. The requirements include the address of
25 the grantee, the assessor’s parcel number, and a legal description. The statute does not contain any
26 penalties or otherwise invalidate any deed which may have a defect, it merely contains required content
27 before it can be recorded. Once recorded, it is notice to all third persons. See NRS 111.315.

28 Moreover, a search of real property records is done by a search the grantor-grantee index with
the county recorder, and “Whether or not a purchaser of real property performs this search, he or she is
charged with constructive notice of, and takes ownership of the property subject to, any interest such a

1 title search would reveal.” Adaven Mgmt., Inc. v. Mountain Falls Acquisition Corp., 124 Nev. 770, 779,
2 191 P.3d 1189, 1195 (2008) A deed may be also be reformed to correct errors. See NOLM, LLC v.
3 County. of Clark, 120 Nev. 736, 740, 100 P.3d 658, 661 (2004); Aja v. Appleton, 86 Nev. 639, 643, 472
4 P.2d 524, 526 (1970).

5 The fact that the parcel number had one incorrect digit does not change the fact that the plaintiff
6 and his predecessor failed to make any mortgage payments since June, 2019 on the mortgage, and that
7 the plaintiff and his predecessor failed to cure the default before the foreclosure date.

8 **F. The defendant must show prejudice to invalidate the sale**

9 In the Shadow Canyon case, the Supreme Court stated:

10 *Nationstar's identified irregularities do not show that the HOA foreclosure sale was*
11 *affected by fraud, unfairness, or oppression*
12 Nationstar points to three purported irregularities in the foreclosure process as evidence
13 that the sale was affected by fraud, unfairness, or oppression: (1) the HOA's lien included
14 fines in addition to monthly assessments even though NRS 116.31162(5) prohibits an
15 HOA from foreclosing on a lien comprised of fines; (2) the notice of sale listed the unpaid
16 lien amount as of the day the notice of sale was generated even though NRS
17 116.311635(3)(a) requires the notice of sale to list what the unpaid lien amount will be
18 on the date of the to-be-held sale; and (3) the person who signed the notice of default was
19 not the person who the HOA's president designated to sign the notice, which violated
20 NRS 116.31162(2). We consider each identified irregularity in turn.

21 The court noted :

22 Significantly, there is no evidence in the record to suggest that Nationstar ever tried to
23 tender payment in any amount to the HOA, much less that Nationstar was confused or
24 otherwise prejudiced by the notice of sale. Thus, we conclude that this technical
25 irregularity does not amount to fraud, unfairness, or oppression.

26 The court also stated:

27 However, *Golden* considered and rejected this same rationale, concluding there is no
28 reason to invalidate a ‘ “legally made’ ” sale absent **actual evidence of fraud,**
unfairness, or oppression. 79 Nev. at 514, 387 P.2d at 995 (quoting *Oller v. Sonoma*
Cty. Land Title Co., 290 P.2d 880, 882 (Cal. Ct. App. 1955), in adopting California's
rule). (emphasis added)

29 In West Sunset 2050 Trust v. Nationstar Mortgage 134 Nev.352, 420 P.3d 1032), the Supreme
30 Court noted:

31 While Nationstar is correct that Bank of America was not served the NOD, Nationstar
32 provides no explanation as to how Nationstar was affected—much less injured—by

1 defective notice to Bank of America. . . .

2 **Nationstar's failure to allege prejudice resulting from defective notice dooms its**
3 **claim that the defective notice invalidates the HOA sale.**

4 Similarly, in Golden v. Tomiyasu, 79 Nev. 503, 387 P.2d 989 (1963) the court noted:

5 As to the release of the fire-acre parcel as noted when the notice of sale was read, **we can**
6 **see no prejudice to any party involved.**

7 In a trust deed foreclosure case, Schleining v. Cap One, Inc. 130 Nev. 323, 326 P.3d 4 (2014),
8 the court noted:

9 We conclude that the district court did not abuse its discretion when it determined that
10 Schleining's actual notice of the default and foreclosure sale, **coupled with the lack of**
11 **prejudice**, satisfied the purpose of NRS 107.095. Accordingly, we affirm the judgment
12 of the district court.

13 The plaintiff has failed to even allege any prejudice which resulted from the APN which has one
14 incorrect digit. He has zero legal complaints about the foreclosure sale.

15 **G. The plaintiff was on actual notice of the foreclosure sale**

16 As a matter of course, all foreclosure notices are mailed to the property address. In addition to
17 the mailing, the notice of foreclosure sale is also required to post the notice of the property. See NRS
18 107.080(4).

19 The plaintiff's complaint alleges that he knew he was in default and that he contacted the
20 mortgage company about his default. The plaintiff's current motion acknowledges that he was attempting
21 to modify his mortgage. It is clear that the plaintiff was on notice of the foreclosure action.

22 Any complaints he may have regarding his dealings with the mortgage company are irrelevant,
23 because he was not entitled to negotiate on the mortgage because he was not on the mortgage or the title.
24 He was also not entitled to any mortgage information because of financial privacy laws. The plaintiff's
25 own declaration acknowledges that he was told by the mortgage servicer that he needed a deed from his
26 brother. He was therefore on notice and has not alleged prejudice.

27 **CONCLUSION**

28 The plaintiff here was not the record title holder of the property until a few days before the
foreclosure sale. He was not title holder until after the notice of sale was recorded. He therefore was not
entitled to have any notices mailed to him, and he was not entitled to any statutory protections.

1 The plaintiff has failed to allege any prejudice, and he admits he was on notice of the foreclosure
2 procedures because of his interactions with mortgage servicer.

3 The counterclaimant, as record title holder, is entitled to continued possession of the property.

4 DATED this 25th day of July 2022.

5 LAW OFFICES OF
6 MICHAEL F. BOHN, ESQ., LTD.

7
8 By: /s/ Michael F. Bohn, Esq. /
9 Michael F. Bohn, Esq.
10 2260 Corporate Circle, Suite 480
11 Henderson, Nevada 89074
12 Attorney for defendant Saticoy Bay

13 **CERTIFICATE OF SERVICE**

14 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
15 Offices of Michael F. Bohn., Esq., and on the 25th day of July, 2022, a copy of the **OPPOSITION TO**
16 **STAY** was served using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing
17 to all counsel in this matter; all counsel being registered to receive Electronic Filing.

18 Benjamin B. Childs, Esq.
19 318 S. Maryland Pkwy
20 Las Vegas, NV 89101

Nicholas E. Belay, Esq.
Akerman LLP
1635 Village Center Circle # 200
Las Vegas, NV 89134

21
22 /s/ Maggie Lopez/
23 An Employee of the LAW OFFICES OF
24 MICHAEL F. BOHN, ESQ., LTD.

EXHIBIT A

EXHIBIT A

Inst #: 201011220004936

Fees: \$16.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

11/22/2010 04:47:04 PM

Receipt #: 587529

Requestor:

JANET G RESNICK

Recorded By: EAH Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN# 140-29-510-089

11-digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>

Quit Claim Deed

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested By:

Gram & Granps Family Trust 2009

Return Documents To:

Name Janet G. Resnik

Address 9612 Blue Bell Drive

City/State/Zip Las Vegas, NV 89134

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

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

OR Form 108 ~ 06/06/2007

Coversheet.pdf

Resnik Motion For Stay

NSC Case # 84751

Page 97 of 208

APN #: 140-29-510-089

Recording Prepared and Requested By:

GET LEGAL DOCUMENTS & NOTARY

1591 N Buffalo Suite 110

Las Vegas, Nevada 89128

702-362-8638

Return Documents to:

Name: Janet G. Resnik

Address: 9612 Blue Bell Drive

City/State/Zip: Las Vegas, NV 89134

Send Tax Statements to:

Name: Janet G. Resnik

Address: 9612 Blue Bell Drive

City/State/Zip: Las Vegas, NV 89134

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

FOR VALUABLE CONSIDERATION OF ZERO DOLLARS (\$0.00), and other good and valuable consideration, cash in hand paid, the receipt and sufficiency of which is hereby acknowledged, **Gram and Granps Family Trust, Dated November 7, 2009**, hereinafter referred to as "Grantor", does hereby quitclaim unto , **Janet G. Resnik**, hereinafter "Grantee", all the right, title, and interest in and to the following lands and property, together with all improvements located thereon, lying in the County of Clark, State of Nevada, to-wit:

☐ Legal Description:

East Fifty (50) feet of lot Twenty Nine (29) and the West Twenty Three (23) feet of lot Thirty (30) in block Two (2) of Happy Valley Ranchos Tract No. 1

Prior instrument reference: Book 3, Page 69, of the Recorder of Clark County, Nevada.

LESS AND EXCEPT all oil, gas and minerals, on and under the above described property owned by Grantor, if any, which are reserved by Grantor.

SUBJECT to all easements, rights-of-way, protective covenants and mineral reservations of record, if any.

TO HAVE AND TO HOLD same unto Grantees, and unto Grantees' assigns forever, with all appurtenances thereunto belonging.

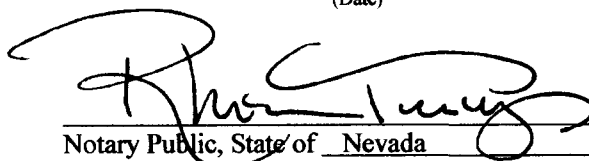
WITNESS Grantor(s) hand(s) this the 19th day of November, 2010.



Bryant Stanley, Trustee
Gram and Granps Family Trust

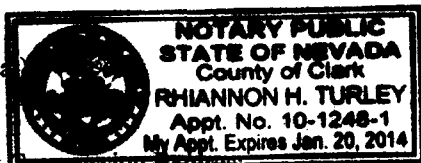
The foregoing instrument was acknowledged before me on November 19th, 2010,
(Date)

by Bryant Stanley
(Full Name of Signor)



Notary Public, State of Nevada

(Seal)



My

Grantor(s) Name, Address, phone:
Gram and Granps Family Trust
9612 Blue Bell
Las Vegas, NV 89134

Grantee(s) Name, Address, phone:

Janet G. Resnik
9612 Blue Bell Drive
Las Vegas, NV 89134

SEND TAX STATEMENTS TO GRANTEE

**STATE OF NEVADA
DECLARATION OF VALUE FORM**

1. Assessor Parcel Number(s)

- a. 140-29-510-089
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 RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: 11/20/08
Notes: Must be OK

3. a. Total Value/Sales Price of Property \$ 168,500.00
b. Deed in Lieu of Foreclosure Only (value of property) (_____)
c. Transfer Tax Value: \$ 168,500.00
d. Real Property Transfer Tax Due \$ _____

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption per NRS 375.090, Section 07
b. Explain Reason for Exemption: Transfer from Trust without Consideration

5. Partial Interest: Percentage being transferred: _____ %

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)

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Gram & Granps Family Trust 2009
Address: 9163 W. Richmar Ave.
City: Las Vegas
State: Nevada Zip: 89187

Print Name: Janet G. Resnik
Address: 9612 Blue Bell Drive
City: Las Vegas
State: Nevada Zip: 89134

COMPANY REQUESTING RECORDING

Print Name: _____
Address: _____
City: _____

Escrow #: _____
State: _____ Zip: _____

As a public record this form may be recorded/microfilmed

EXHIBIT B

EXHIBIT B



20080822-0003615

Fee: \$33.00 RPTT: \$0.00

N/C Fee: \$25.00

08/22/2008 15:27:13

T20080187148

Requestor:

FIDELITY NATIONAL TITLE LAS

Debbie Conway MSH

Clark County Recorder Pgs: 20

Assessor's Parcel No.: 14029510889

Recording Requested by:

SUNTRUST MORTGAGE, INC.

When Recorded Mail To:

SUNTRUST MORTGAGE, INC.

[Name]

RVW 5093

[Attention]

1001 SEMMES AVENUE

[Street Address]

RICHMOND, VIRGINIA 23224

[City, State Zip Code]

Mail Tax Statement To:

JANET G RESNIK

[Name]

9612 BLUE BELL DRIVE

[Street Address]

LAS VEGAS, NV 89134

[City, State Zip Code]

FT080001580-TS

[Space Above This Line For Recording Data]

Loan No.: 0263246340

MIN: 100010402632463406

DEED OF TRUST

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **August 11, 2008**, together with all Riders to this document.

(B) "Borrower" is **JANET G RESNIK, A MARRIED WOMAN SOLE AND SEPARATE**. Borrower is the trustor under this Security Instrument.

Nevada Deed of Trust—Single Family—Fannie Mac/Freddie Mac Uniform Instrument

Form 3029 1/01

MERS Modified

The Compliance Source, Inc.

www.compliancesource.com

Page 1 of 16 Modified by Compliance Source 14301NV 10/05 Rev. 04/08

©2005, The Compliance Source, Inc.



* + 0 2 6 3 2 4 6 3 4 0 + 0 0 A D + 1 + 1 6 *

Resnik Motion For Stay

NSC Case # 84751

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(C) "Lender" is SUNTRUST MORTGAGE, INC.. Lender is a corporation organized and existing under the laws of THE COMMONWEALTH OF VIRGINIA. Lender's address is 901 SEMMES AVENUE, RICHMOND, VA 23224.

(D) "Trustee" is JACKIE MILLER.

(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 August 11, 2008. The Note states that Borrower owes Lender One Hundred Thirty Four Thousand Eight Hundred and 00/100ths Dollars (U.S. \$134,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 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 type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Revocable Trust Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

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

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

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

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



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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

COUNTY of CLARK
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE ATTACHED SCHEDULE A

which currently has the address of 4928 E MONROE AVE

LAS VEGAS, Nevada 89110
[City] [Zip Code] [Street] ("Property Address"):



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

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

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

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

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

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

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

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



first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be



paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could



have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

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

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if



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damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to



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

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

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

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

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

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

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

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



applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

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

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



Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

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

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

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

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



Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. 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 one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any



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

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

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

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

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

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may



charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

24. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$0.00.

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Nevada Deed of Trust dated **August 11, 2008** between **JANET G RESNIK, A MARRIED WOMAN SOLE AND SEPARATE, SUNTRUST MORTGAGE, INC.** and **JACKIE MILLER**.

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

 (Seal)

JANET G RESNIK -Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

(Seal)
-Borrower
[Printed Name]

Nevada Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

Form 3029 1/01

MERS Modified

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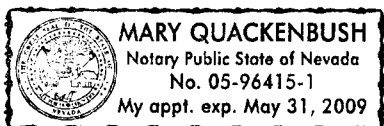
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ACKNOWLEDGMENT

State of Nevada
County of Clark

§
§
§

The foregoing instrument was acknowledged before me on August 14, 2008 by
JANET G RESNIK.



Mary Quackenbush
Signature of Person Taking Acknowledgment

Mary Quackenbush
Printed Name

Notary Public
Title or Rank

Serial Number, if any: 05-96415-1

My Commission Expires: 05-31-09

(Seal)

Nevada Deed of Trust—Single Family—Fannie Mae/Freddie Mac Uniform Instrument

Form 3029 1/01

MERS Modified

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Resnik Motion For Stay

NSC Case # 84751

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LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 140-29-510-089

THE EASTERLY FIFTY (50) FEET OF LOT TWENTY NINE (29) AND THE WEST TWENTY THREE (23) FEET OF LOT THIRTY (30) IN BLOCK TWO (2) OF HAPPY VALLEY RANCHOS TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THE EAST 50 FEET THEREOF.

Loan No.: 0263246340
MIN: 100010402632463406

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 11th day of **August, 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 **SUNTRUST MORTGAGE, INC.** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

4928 E MONROE AVE, LAS VEGAS, NV 89110

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

Multistate 1-4 Family Rider—Fannie Mae/Freddie Mac Uniform Instrument
The Compliance Source, Inc.
www.compliancesource.com

Page 1 of 3

Form 3170 1/01
14503MU 08/00 Rev. 11/04
©2000 The Compliance Source, Inc.



D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.



Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.


JANET G RESNIK

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]



EXHIBIT C

EXHIBIT C

6-1

**APN: 162-22-310-189
140-29-510-089**

WHEN RECORDED MAIL TO
Gram and Granps Family Trust 2009
c/o Bryan Stanley
9612 Blue Bell Drive
Las Vegas, Nevada 89134

MAIL TAX STATEMENTS TO:
Gram and Granps Family Trust 2009
c/o Bryan Stanley
9612 Blue Bell Drive
Las Vegas, Nevada 89134

Inst #: 201105040003264
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
05/04/2011 03:38:34 PM
Receipt #: 764273
Requestor:
MARQUIS & AURBACH
Recorded By: STN Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ORDER TO SET ASIDE ESTATE


CLERK OF THE COURT

81
1 **Marquis Aurbach Coffing**
2 GERALDINE TOMICH, ESQ.
3 Nevada Bar No. 8369
4 LIANE K. WAKAYAMA, ESQ.
5 Nevada Bar No. 11313
6 10001 Park Run Drive
7 Las Vegas, Nevada 89145
8 Telephone: (702) 942-2181
9 Facsimile: (702) 856-8999
10 gtomich@marquisaurbach.com
11 lwakayama@marquisaurbach.com
12 Attorneys for Robert S. Resnik and
13 Bryant Stanley, Petitioners

8 **DISTRICT COURT**

9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Estate of:

Case No.: P-11-071053-E

Dept. No.: H

11 JANET O. RESNIK,

12 Deceased.

Date: April 22, 2011
Time: 9:30 a.m.

13 **ORDER TO SET ASIDE ESTATE**

14
15 The Court, having reviewed the Petition to Set Aside the Estate filed by Bryant Stanley
16 and Robert S. Resnik (collectively "Petitioner"), the hearing upon which was set by the Clerk of
17 the above-entitled Court for Friday, April 22, 2010, at 9:30 a.m., the Court having considered the
18 Petition and examined the evidence, being fully advised in the premises finds: (i) proper notice
19 of the hearing was duly given as required by law; (ii) the facts alleged in the Petition To Set
20 Aside Estate are true and correct and the Petition to Set Aside the Estate should be granted.

Accordingly, it is hereby:

ORDERED, ADJUDGED, AND DECREED that the Will is proved; and it is further

ORDERED, ADJUDGED, AND DECREED that the Estate of Decedent shall not be
administered upon; but the whole thereof, consisting of two (2) real properties in the State of
Nevada located at 4600 Swenson Street, #189, Las Vegas, Nevada (APN 162-22-310-189),
legal description attached hereto as Exhibit A, and 4928 E. Monroe Avenue, Las Vegas,
Nevada (APN 140-29-510-089), legal descriptions attached hereto as Exhibit B, shall be set
aside to Bryant Stanley and Robert S. Resnik, Trustees of the Gram and Granps Family

Page 1 of 2

M&A:11728-002 1292615_1 4/21/2011 10:16 AM

Resnik Motion For Stay

NSC Case # 84751

Page 124 of 208

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

- Depositions
☐ Voluntary 21
☐ Dismissed
☐ Transferred (before/during trial) 22
☐ Interlocutory (preliminary) Judgment 23
☐ Judgment on Arbitration Award 24
☐ Stipulated Judgment 25
☒ Summary Judgment 26
☐ Non-Jury (bench) Trial 27
☐ Jury Trial
Final Dispositions
☐ Time Limit Expired 28
☐ Dismissed (with/without prejudice)
☐ Judgment Satisfied/Paid in Full

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

1 Trust 2009, dated November 7, 2009, and as restated under trust agreement dated
2 September 16, 2010.

3 DATED: April 22, 2011.

4
5 
6 District Court Judge *SW*

7 Submitted by:
8 MARQUIS AURBACH COFFING

9 By: Geraldine Tomich
10 Geraldine Tomich, Esq.
11 Nevada Bar No. 008369
12 10001 Park Run Drive
13 Las Vegas, Nevada 89145
14 Attorney for Robert S. Resnik
15 and Bryant Stanley, Petitioners
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EXHIBIT A

LEGAL DESCRIPTION

APN: 162-22-310-189

4600 Swenson Street, #189, Las Vegas, Nevada

Chalet Vegas Plat Book 32, Page 27, Lot 189, Sec 22 Twp 21 Rng 61

Prior instrument reference: Book 32, Page 27, of the Recorder of Clark
County, Nevada

Exhibit A

Resnik Motion For Stay

NSC Case # 84751

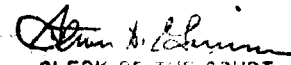
Page 126 of 208

EXHIBIT B
LEGAL DESCRIPTION

APN: 140-29-510-089

4928 E. Monroe Avenue, Las Vegas, Nevada

The eastern Fifty (50) feet of Lot Twenty-Nine (29) and the West Twenty-Three (23) feet of Lot Thirty (30) in Block Two (2) of Happy Valley Ranchos Tract No. 1, as shown by map thereof on file in Book 3 of Plats, Page 69, in the Office of the County Recorder of Clark County, Nevada, excepting the East 50 feet thereof.


CLERK OF THE COURT

APR 27 11 31 AM '11

CLERK'S COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

Exhibit B
Resnik Motion For Stay
NSC Case # 84751
Page 127 of 208

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s):

- a) 162-22-310-189
b) 140-29-510-089
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
i.) ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: 8/16
Notes: DV 8

3. Total Value/Sales Price of Property \$ _____
Deed in Lieu of Foreclosure Only (Value of Property) \$ _____
Transfer Tax Value \$ _____
Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7
b. Explain Reason for Exemption:

**Recognize true status pursuant to Order to Set
Aside Estate and Transfer without
consideration to or from a trust.**

5. Partial Interest: Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of pursuant to NRS 375.060 and NRS 375.110, then 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 _____ Capacity _____ Grantee

SELLER (GRANTOR INFORMATION)

Print Name: Estate of Janet O. Resnik
Address: 9612 Blue Bell Drive
City: Las Vegas
State: NV 89134

BUYER (GRANTEE INFORMATION)

Print Name: Gram and Granps Family Trust 2009
Address: 9612 Blue Bell Drive
City: Las Vegas
State: NV 89134

COMPANY REQUESTING RECORDING (required if not seller or buyer)

Print Name: Marquis & Aurbach Escrow No: _____
Address: 10001 Park Run Drive
City: Las Vegas State: NV Zip: 89145

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT D

EXHIBIT D

**APN: 162-22-310-189
140-29-510-089**

**WHEN RECORDED MAIL TO
Gram and Granps Family Trust 2009
c/o Bryan Stanley
9612 Blue Bell Drive
Las Vegas, Nevada 89134**

**MAIL TAX STATEMENTS TO:
Gram and Granps Family Trust 2009
c/o Bryan Stanley
9612 Blue Bell Drive
Las Vegas, Nevada 89134**

8-2

**Inst #: 201105260002945
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #003
05/26/2011 01:45:40 PM
Receipt #: 790500
Requestor:
MARQUIS & AURBACH
Recorded By: BRT Pgs: 8
DEBBIE CONWAY
CLARK COUNTY RECORDER**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

RE-RECORDED

ORDER TO SET ASIDE ESTATE

****Re-record to correct legal description for APN 140-29-510-089**

⑥ - 1

**APN: 162-22-310-189
140-29-510-089**

**WHEN RECORDED MAIL TO
Gram and Granps Family Trust 2009
c/o Bryan Stanley
9612 Blue Bell Drive
Las Vegas, Nevada 89134**

**MAIL TAX STATEMENTS TO:
Gram and Granps Family Trust 2009
c/o Bryan Stanley
9612 Blue Bell Drive
Las Vegas, Nevada 89134**

**Inst #: 201105040003264
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
05/04/2011 03:38:34 PM
Receipt #: 764273
Requestor:
MARQUIS & AURBACH
Recorded By: STN Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER**

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ORDER TO SET ASIDE ESTATE


CLERK OF THE COURT

81
1 **Marquis Aurbach Coffing**
2 **GERALDINE TOMICH, ESQ.**
3 Nevada Bar No. 8369
4 **LIANE K. WAKAYAMA, ESQ.**
5 Nevada Bar No. 11313
6 10001 Park Run Drive
7 Las Vegas, Nevada 89145
8 Telephone: (702) 942-2181
9 Facsimile: (702) 856-8999
10 gtomich@marquisaurbach.com
11 lwakayama@marquisaurbach.com
12 Attorneys for Robert S. Resnik and
13 Bryant Stanley, Petitioners

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 In the Matter of the Estate of:

Case No.: P-11-071053-E
Dept. No.: H

11 JANET O. RESNIK,

12 Deceased.

Date: April 22, 2011
Time: 9:30 a.m.

13 **ORDER TO SET ASIDE ESTATE**

14
15 The Court, having reviewed the Petition to Set Aside the Estate filed by Bryant Stanley
16 and Robert S. Resnik (collectively "Petitioner"), the hearing upon which was set by the Clerk of
17 the above-entitled Court for Friday, April 22, 2010, at 9:30 a.m., the Court having considered the
18 Petition and examined the evidence, being fully advised in the premises finds: (i) proper notice
19 of the hearing was duly given as required by law; (ii) the facts alleged in the Petition To Set
20 Aside Estate are true and correct and the Petition to Set Aside the Estate should be granted.
Accordingly, it is hereby:

ORDERED, ADJUDGED, AND DECREED that the Will is proved; and it is further

ORDERED, ADJUDGED, AND DECREED that the Estate of Decedent shall not be
administered upon; but the whole thereof, consisting of two (2) real properties in the State of
Nevada located at 4600 Swenson Street, #189, Las Vegas, Nevada (APN 162-22-310-189),
legal description attached hereto as Exhibit A, and 4928 E. Monroe Avenue, Las Vegas,
Nevada (APN 140-29-510-089), legal descriptions attached hereto as Exhibit B, shall be set
aside to Bryant Stanley and Robert S. Resnik, Trustees of the Gram and Granps Family

Page 1 of 2

M&A:11728-002 1292615_1 4/21/2011 10:16 AM

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

- Depositions
☐ - Voluntary 21
☐ - Dismissed
☐ - Transferred
(before/after trial) 22
☐ - Involuntary
(statutory) 23
☐ - Judgment on
Admission Award 24
☐ - Stipulated
Dismissal 25
☐ - Stipulated
Judgment 26
☒ - Summary
Judgment 27
☐ - Non-Jury
(bench) Trial
☐ - Jury Trial 28
Final Depositions
☐ - Time Limit
Expired 29
☐ - Dismissed
(with/without
prejudice)
☐ - Judgment
Satisfied/Paid
in Full

MARQUIS AURBACH COFFING

10001 Park Run Drive
Las Vegas, Nevada 89145
(702) 382-0711 FAX: (702) 382-5816

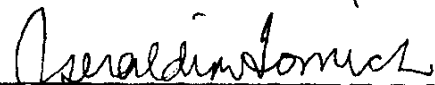
1 Trust 2009, dated November 7, 2009, and as restated under trust agreement dated
2 September 16, 2010.

3 DATED: April 22, 2011.

4 
5 District Court Judge *SW*

6 Submitted by:
7 MARQUIS AURBACH COFFING

8
9 By:



10 Geraldine Tomich, Esq.
11 Nevada Bar No. 008369
12 10001 Park Run Drive
13 Las Vegas, Nevada 89145
14 Attorney for Robert S. Resnik
15 and Bryant Stanley, Petitioners
16
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EXHIBIT A

LEGAL DESCRIPTION

APN: 162-22-310-189

4600 Swenson Street, #189, Las Vegas, Nevada

Chalet Vegas Plat Book 32, Page 27, Lot 189, Sec 22 Twp 21 Rng 61

**Prior instrument reference: Book 32, Page 27, of the Recorder of Clark
County, Nevada**

Exhibit A

Resnik Motion For Stay

NSC Case # 84751

Page 134 of 208

EXHIBIT B

LEGAL DESCRIPTION

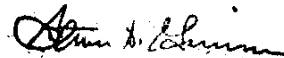
APN: 140-29-510-089

4928 E. Monroe Avenue, Las Vegas, Nevada

~~The eastern Fifty (50) feet of Lot Twenty-Nine (29) and the West Twenty-Three (23) feet of Lot Thirty (30) in Block Two (2) of Happy Valley Ranchos Tract No. 1, as shown by map thereof on file in Book 3 of Plats, Page 69, in the Office of the County Recorder of Clark County, Nevada, excepting the East 50 feet thereof.~~

**** East Fifty (50) feet of lot Twenty-Nine (29) and the West Twenty Three (23) feet of lot Thirty (30) in block Two (2) of Happy Valley Ranchos Tract No. 1.**

Prior instrument reference: Book 3, Page 69, of the Recorder of Clark County, Nevada.


CLERK OF THE COURT

APR 27 11 31 AM '11

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE DOCUMENT ON FILE

Exhibit B

Resnik Motion For Stay

NSC Case # 84751

Page 135 of 208

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s):

- a) 162-22-310-189
b) 140-29-510-089
c) _____
d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: SVG

3. Total Value/Sales Price of Property \$ _____
Deed in Lieu of Foreclosure Only (Value of Property) \$ _____
Transfer Tax Value \$ _____
Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7
b. Explain Reason for Exemption:

**Recognize true status pursuant to Order to Set
Aside Estate and Transfer without
consideration to or from a trust.**

5. Partial Interest: Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of pursuant to NRS 375.060 and NRS 375.110, then 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 _____ Capacity Grantee

SELLER (GRANTOR INFORMATION)

Print Name: Estate of Janet O. Resnik
Address: 9612 Blue Bell Drive
City: Las Vegas
State: NV 89134

BUYER (GRANTEE INFORMATION)

Print Name: Gram and Granps Family Trust 2009
Address: 9612 Blue Bell Drive
City: Las Vegas
State: NV 89134

COMPANY REQUESTING RECORDING (required if not seller or buyer)

Print Name: Marquis & Aurbach Escrow No: _____
Address: 10001 Park Run Drive
City: Las Vegas State: NV Zip: 89145

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s):

- a) 162-22-310-189
b) 140-29-510-089
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
i.) ☐ Other

FOR RECORDERS OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property \$ _____
Deed in Lieu of Foreclosure Only (Value of Property) \$ _____
Transfer Tax Value \$ _____
Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section X 3

b. Explain Reason for Exemption:

~~Recognize true status pursuant to Order to Set
Aside Estate and transfer without consideration to
or from a trust~~ Re-record to correct legal
description for APN

5. Partial Interest: Percentage being transferred: _____ % 40-29-510-089

The undersigned declares and acknowledges, under penalty of pursuant to NRS 375.060 and NRS 375.110, then 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 _____ Capacity _____ Grantee

SELLER (GRANTOR INFORMATION)

Print Name: Estate of Janet O. Resnik
Address: 9612 Blue Bell Drive
City: Las Vegas
State: NV 89134

BUYER (GRANTEE INFORMATION)

Print Name: Gram and Granps Family Trust 2009
Address: 9612 Blue Bell Drive
City: Las Vegas
State: NV 89134

COMPANY REQUESTING RECORDING (required if not seller or buyer)

Print Name: Marquis & Aurbach Escrow No: _____
Address: 10001 Park Run Drive
City: Las Vegas State: NV Zip: 89145

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT E

EXHIBIT E

3
-1

APN: 140-29-510-089
\$0.00 Consideration

Inst #: 201108100001280
Fees: \$15.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
08/10/2011 01:45:56 PM
Receipt #: 874914
Requestor:
MARQUIS AURBACH COFFING
Recorded By: BJB Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That BRYANT STANLEY and ROBERT S. RESNIK, Trustees of the GRAM AND GRANPS FAMILY TRUST 2009, dated November 7, 2009, and as restated under trust agreement dated September 16, 2010, for good and other valuable consideration, do hereby Grant, Bargain, Sell and Convey to ROBERT S. RESNIK all of its right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

East Fifty (50) feet of Lot twenty-Nine (29) and the West Twenty Three (23) feet of Lot Thirty (30) in block Two (2) of Happy Valley Ranchos Tract No. 1.

Prior instrument reference: Book 3, Page 69, of the Recorder of Clark County Nevada.

Property commonly known as: 4928 E. Monroe Avenue, Las Vegas, Nevada 89110

SUBJECT TO:

1. All general and special taxes for the fiscal year.
2. Covenants, conditions, restrictions, reservations, rights, rights of way and easements now of record.

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

Witness their hands this date August 10, 2011.

GRAM AND GRANPS FAMILY TRUST 2009
Dated November 7, 2009 as amended/restated

By 
BRYANT STANLEY, Trustee

By 
ROBERT S. RESNIK, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on August 10, 2011, by
BRYANT STANLEY as Trustee.

WITNESS my hand and official seal.

Sandra C. Morita

Notary Public



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on August 10, 2011, by
ROBERT S. RESNIK as Trustee.

WITNESS my hand and official seal.

Sandra C. Morita

Notary Public



Mail Tax Statements &
When Recorded, Mail to:

ROBERT S. RESNIK
4928 E. Monroe Avenue
Las Vegas, Nevada 89110

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s):

- a) 140-29-510-089
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes: Trust - hys

3. Total Value/Sales Price of Property \$ _____
Deed in Lieu of Foreclosure Only (Value of Property) \$ _____
Transfer Tax Value \$ _____
Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7
b. Explain Reason for Exemption: Transfer to or from a trust without consideration

5. Partial Interest: Percentage being transferred: _____%

The undersigned declares and acknowledges, under penalty of pursuant to NRS 375.060 and NRS 375.110. then 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 _____ Capacity _____ Grantee _____

SELLER (GRANTOR INFORMATION)

Print Name: Gram and Granps Family Trust
2009
Address: 9612 Blue Bell Drive
City: Las Vegas
State: NV 89134

BUYER (GRANTEE INFORMATION)

Print Name: Robert S. Resnik
Address: 4928 E. Monroe Avenue
City: Las Vegas
State: NV 89110

COMPANY REQUESTING RECORDING (required if not seller or buyer)

Print Name: Marquis Aurbach Coffing Escrow No: _____
Address: 10001 Park Run Drive
City: Las Vegas State: NV Zip: 89145

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT F

EXHIBIT F

WFG National-Default Services

APN(s): 140-29-510-889

Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711

Inst #: 20191211-0001817

Fees: \$290.00

12/11/2019 01:16:15 PM

Receipt #: 3926751

Requestor:

WFG NATIONAL TITLE INSURANC

Recorded By: MAYSM Pgs: 8

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

TS No.: NV-19-871118-AB

Space above this line for recorders use only

Order No.: 1374623NVD

Property Address: 4928 E MONROE AVE, LAS VEGAS, NV 89110

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 **8/11/2008**, executed by **JANET G. RESNIK, A MARRIED WOMAN SOLE AND SEPARATE**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SUNTRUST MORTGAGE, INC., Its Successors and Assigns**, as beneficiary, recorded **8/22/2008**, as **Instrument No. 20080822-0003615**, 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 **\$134,800.00**, 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 6/1/2019, 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-19-871118-AB
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:

**Nationstar Mortgage LLC d/b/a Mr. Cooper
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:

**Nationstar Mortgage LLC d/b/a Mr. Cooper
Contact: Loss Mitigation Team
Department: Loss Mitigation Department
Phone: 888-480-2432
Toll Free: 888-480-2432**

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-19-871118-AB
Notice of Default

Dated: 12.10.19

Quality Loan Service Corporation, as Trustee


By: Stephanie Fuentes, 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

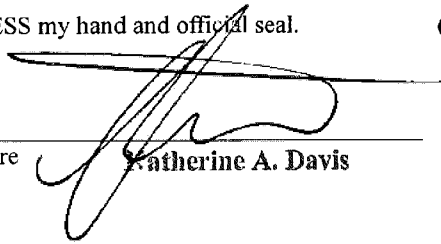
On **DEC 10 2019** before me, **Katherine A. Davis** a notary public, personally appeared Stephanie Fuentes, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

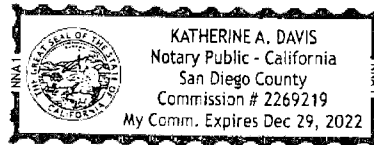
I certify under *PENALTY OF PERJURY* under the laws of the State of **California** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Signature


Katherine A. Davis



NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11

Borrower(s): JANET RESNIK

Property Address: 4928 E MONROE AVE LAS VEGAS NV 89110

Trustee Sale Number:

I am employed as a Assistant Secretary by Nationstar Mortgage LLC ("Nationstar"), the servicer for the mortgage loan.

I personally reviewed the business records of Nationstar and determined that:

☐ Nationstar contacted the borrower(s) as required by SB 321 (2013) Sec. 11(2).

☒ Nationstar attempted to contact the borrower(s) as required by SB 321 (2013) Sec.11(5).


☐ The requirements of SB 321 (2013) Sec. 11 do not apply because the individual(s) is not a Borrower and no contact was required.

I declare that the foregoing statement is true to the best of my knowledge and belief.

As all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded and to exercise the power of sale.

Nationstar Mortgage LLC DBA Mr. Cooper

Dated: 10/8/2019



Signature of Employee

Chanc Davis - Document Execution Associate

Printed Name of Employee

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s) Identified in Deed of Trust:
JANET G RESNIK

Trustee Address:
Quality Loan Service Corp.
2763 Camino Del Rio South
San Diego, CA 92108

Property Address:
4928 E MONROE AVE
LAS VEGAS, NV 89110

Deed of Trust Document Instrument No.:
Instrument No. 20080822-0003615

STATE OF Texas)
) ss:
COUNTY OF Denton)

Document Execution

The affiant, Britney Fisher, a(n) Associate, of **Nationstar Mortgage LLC, d/b/a Mr. Cooper ("Mr. Cooper")** being first duly sworn upon oath and under penalty of perjury, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder, and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, as required by Section 107.0805 of the Nevada Revised Statutes, attests that:

1. I am an authorized representative of the beneficiary, trustee, or servicer of the deed of trust described in the notice of default and election to sell.
2. I have personal knowledge of the facts in this affidavit based upon a review of **Mr. Cooper's** business records, and the information in this affidavit is taken from **Mr. Cooper's** business records. I have personal knowledge of **Mr. Cooper** procedures for creating the records maintained by **Mr. Cooper** in connection with the loan. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) made and kept in the usual and ordinary course of **Mr. Cooper's** regularly conducted business activities; and (c) created by **Mr. Cooper** as regular practice.
3. The full name and business address of the current trustee or the current trustee's representative or assignee is:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	2763 Camino Del Rio South San Diego, CA 92108

APN: 140-29-510-889

-1-

File No.: NV-19-871118-AB

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

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Mr. Cooper	Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 Cypress Waters Boulevard Coppell, TX 75019

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

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Mr. Cooper	Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 Cypress Waters Boulevard Coppell, TX 75019

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

Full Name	Street, City, State, Zip
Nationstar Mortgage LLC d/b/a Mr. Cooper	Nationstar Mortgage LLC d/b/a Mr. Cooper 8950 Cypress Waters Boulevard Coppell, TX 75019

7. The full name of every prior assignee under each recorded assignment of the deed of trust, is:

///

///

///

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
10/29/2019	20191029-0004831	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SUNTRUST MORTGAGE, INC., Its Successors and Assigns	Nationstar Mortgage LLC d/b/a Mr. Cooper

8. The beneficiary, successor in interest of the beneficiary, or trustee of the deed of trust (a) has actual or constructive possession of the note secured by the deed of trust; or (b) is entitled to enforce the obligation or debt secured by the deed of trust.

9. The beneficiary or its successor-in-interest or the servicer of the obligation or debt secured by the deed of trust has instructed the trustee to exercise the power of sale with respect to the property.

10. 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:

- a. The amount in default;
- b. The amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement;
- c. A good faith estimate of all fees imposed in connection with the exercise of power of sale;
- d. The principal amount of the obligation or debt secured by the deed of trust;
- e. The amount of accrued interest and late charges;
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (11) below.

11. The borrower or obligor may utilize the following toll-free or local telephone number to obtain the most current amounts due and receive a recitation of the information contained in this Affidavit: (888) 480-2432.

The following is the true and correct signature of the affiant:

Britney Fisher 12/3/19
Printed Name: Britney Fisher
Title: Document Execution Associate, Associate
Date: 12/3/19

STATE OF: Texas
COUNTY OF: Denton

Sworn to and subscribed before me on the 3rd day of December, 20 19 by
Britney Fisher

(NOTARY SEAL)

Takesha Bryan
Signature of Notary Public

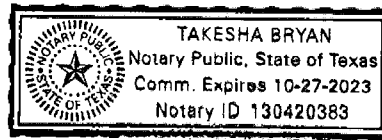


EXHIBIT G

EXHIBIT G

Inst #: 20200310-0002163

Fees: \$42.00

03/10/2020 11:28:23 AM

Receipt #: 4013795

Requestor:

MCCARTHY & HOLTHUS, LLP

Recorded By: CDE Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

When recorded, return to:
Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92104

Title Order No.: 1374623NVD

APN: 140-29-510-889

**STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM
CERTIFICATE**

Do Not Remove Cover Sheet



HOME MEANS NEVADA, INC.

A Non-Profit Entity Established by the
State of Nevada, Department of Business and Industry

Board of Directors

President – Shannon Chambers
VP/Treasurer – Perry Faigin
Member at large – Robin Sweet
Member at large – Verise Campbell
Member at large – Jennifer Yim

STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM CERTIFICATE

APN: 140-29-510-889

Recording Requested By:

Quality Loan Service

Janeth Romero

2763 Camino Del Rio South

San Diego, CA 92108

When Recorded, Mail To:

Quality Loan Service

Janeth Romero

2763 Camino Del Rio South

San Diego, CA 92108

Property Owner(s):

JANET G RESNIK

Trustee:

Quality Loan Service

Foreclosure Mediation Program Certificate Number: 2020-03-10-0003

Issue Date: 03/10/2020

☐ Mediation Waiver: The Beneficiary may proceed with foreclosure process.

☐ No Agreement: A Foreclosure Mediation Conference was held on _____ parties were unable to agree to a resolution of this matter. The Beneficiary may proceed with foreclosure process.

☐ Relinquish the Property: A Foreclosure Mediation Conference was held on _____ The parties homeowner would voluntarily relinquish the property. The mediation required by law has been completed in this matter. The Beneficiary may proceed with the foreclosure process.

☒ Grantor Non-Compliance : The Grantor or person who holds the title of record I not attend the Foreclosure Mediation Conference, failed to produce the necessary disclosure forms, did not file petition, or did not pay the fees required by the district court. The Beneficiary may proceed with the foreclosure process.

☐ Certificate Reissuance: The Beneficiary may proceed with foreclosure

☐ Court Ordered: The Beneficiary may proceed with the foreclosure process.

NOD Date: 12/11/2019

Proof of Service Date: 12/19/2019

Property Address:

4928 E MONROE AVE

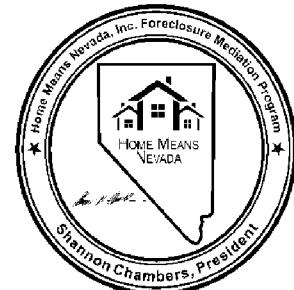
LAS VEGAS, NV 89110

Instrument number: 20080822-0003615

Deed of Trust Document Number: _____

Book: _____

Page: _____



Resnik Motion For Stay

NSC Case # 84751

Page 153 of 208

EXHIBIT H

EXHIBIT H

Inst #: 20210813-0001330
Fees: \$42.00
08/13/2021 11:33:10 AM
Receipt #: 4653687
Requestor:
WFG National Title Insura
Recorded By: OSA Pgs: 2
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN No.: 140-29-510-889

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-19-871118-AB

Order No.: 1374623NVD

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 8/11/2008. 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): **JANET G. RESNIK, A MARRIED WOMAN SOLE AND SEPARATE**
Recorded: **8/22/2008 as Instrument No. 20080822-0003615** of Official Records in the office
of the Recorder of **CLARK** County, Nevada;

Date of Sale: **9/10/2021 at 9:00 AM**

Place of Sale: **At the Front Entrance of Nevada Legal News, 930 S. Fourth St, Las Vegas, NV 89101**

Amount of unpaid balance and other charges: **\$128,152.12**

The purported property address is: **4928 E MONROE AVE, LAS VEGAS, NV 89110**

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-19-871118-AB

Date: 8/12/2021

Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711 For NON SALE information only
Sale Line: 800-280-2832
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.

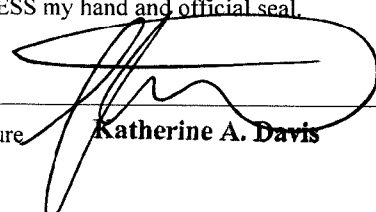
State of: California

County of: San Diego

On AUG 12 2021 before me, Katherine A. Davis 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.


Signature Katherine A. Davis

(Seal)

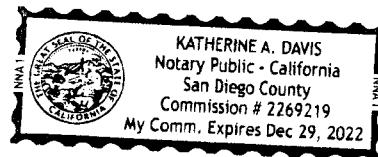


EXHIBIT I

EXHIBIT I

Inst #: 20211104-0003900

Fees: \$42.00

RPTT: \$640.05 Ex #:

11/04/2021 05:08:25 PM

Receipt #: 4768705

Requestor:

BRAD RESNIK

Recorded By: RYUD Pgs: 4

Debbie Conway

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 140-29-510-089

BR

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Nevada quit claim deed

Document Title on cover page must appear EXACTLY as the first page of the document
to be recorded.

RECORDING REQUESTED BY:

Brad Resnik

RETURN TO: Name Brad Resnik

Address 4928 E Monroe

City/State/Zip Las Vegas NV 89110

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Brad Resnik

Address 4928 E Monroe

City/State/Zip Las Vegas NV 89110

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\Forms & Notices\Cover Page Template Oct2017

Resnik Motion For Stay

NSC Case # 84751

Page 158 of 208

TAX PARCEL ID # 140-29-510-089

Prepared By

Name: Brad Resnik
Address: 4928 E Monroe
Las Vegas
State: NV Zip Code: 89110

After Recording Return To

Name: Brad Resnik
Address: 4928 E Monroe
Las Vegas
State: NV Zip Code: 89110

Space Above This Line for Recorder's Use

NEVADA QUIT CLAIM DEED

STATE OF NEVADA

COUNTY OF Clark

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of
Zero dollars (\$ 0) in hand paid to
Robert S Resnik, a Individual, residing at 1501 Circle Dr,
County of Douglas, City of Gardnerville, State of Nevada
(hereinafter known as the "Grantor(s)") hereby conveys and quitclaims to
Brad Resnik, a Individual, residing at 4928 E Monroe,
County of Clark, City of Las Vegas, State of Nevada
(hereinafter known as the "Grantees(s)") all the rights, title, interest, and claim in or to
the following described real estate, situated in the County of Clark, Nevada to-
wit:


HAPPY VALLEY RANCHO TRACT 1 4928 E Monroe Las Vegas,Nv 89110

PLAT BOOK 3 PAGE 69

PT LOT 29 BLOCK 2 & PT LOT 30

To have and to hold, the same together with all and singular the appurtenances
thereunto belonging or in anywise appertaining, and all the estate, right, title, interest,
lien, equity and claim whatsoever for the said first party, either in law or equity, to the
only proper use, benefit and behoof of the said second party forever.




Grantor's Signature
Robert S Resnik
Grantor's Name
1501 Circle Dr
Address
Gardnerville, Nevada 89410
City, State & Zip

Grantor's Signature

Grantor's Name

Address

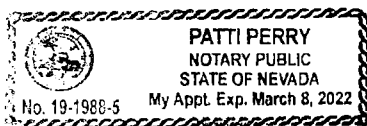
City, State & Zip

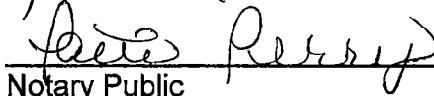
STATE OF NEVADA)

COUNTY OF Douglas)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert S. Resnik, whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 3rd day of November, 2021.




Notary Public

My Commission Expires: 03/08/2022

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 140-29-510-089
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 \$ 125,271
b. Deed in Lieu of Foreclosure Only (value of property (_____))
c. Transfer Tax Value: \$ 125,271
d. Real Property Transfer Tax Due \$ 640.05

4. **If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section 542 BC
b. Explain Reason for Exemption: A transfer, assignment or other conveyance of real property if the owner of the property is related to the person to whom it is conveyed within

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: Individual

Signature [Signature] Capacity: Individual

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Robert S Resnik
Address: 1501 Circle Dr
City: Gardnerville
State: Nevada Zip: 89410

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Brad Resnik
Address: 4928 E Monroe
City: Las Vegas
State: Nevada Zip: 89110

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

Print Name: _____
Address: _____
City: _____

Escrow # _____
State: _____ Zip: _____

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT J

EXHIBIT J

Inst #: 20211201-0001368

Fees: \$42.00

RPTT: \$629.85 Ex #:

12/01/2021 09:15:05 AM

Receipt #: 4800786

Requestor:

Resources Group

Recorded By: GARCIAC Pgs: 4

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN No.: 140-29-510-889

Recording Requested by:

When Recorded Mail to:

Saticoy Bay LLC, 4928 E Monroe Avenue

PO BOX 36208

Las Vegas, NV 89133

Forward tax statements to the address given above

TS No.: NV-19-871118-AB

Space above this line for recorders use only

Order No.: 1374623NVD

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

Trustee's Deed Upon Sale

Transfer Tax: 629.85

The undersigned grantor declares:

The grantee herein WASN'T the foreclosing beneficiary.

The amount of the unpaid debt together with costs was: **\$123,304.56**

The amount paid by the grantee at the trustee sale was: **\$123,305.00**

The documentary transfer tax is:

Said property is in the City of: **LAS VEGAS**, County of **CLARK**

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

Saticoy Bay LLC, 4928 E Monroe Avenue

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

THE EASTERLY FIFTY (50) FEET OF LOT TWENTY NINE (29) AND THE WEST TWENTY THREE (23) FEET OF LOT THIRTY (30) IN BLOCK TWO (2) OF HAPPY VALLEY RANCHOS TRACT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA. EXCEPTING THE EAST 50 FEET THEREOF.

This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by **JANET G. RESNIK, A MARRIED WOMAN SOLE AND SEPARATE**, as trustor, dated **8/11/2008**, and recorded on **8/22/2008** as Instrument No. 20080822-0003615 of Official Records in the office of the Recorder of **CLARK**, Nevada, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default

Resnik Motion For Stay

NSC Case # 84751

Page 163 of 208


having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on **12/11/2019**, instrument no **20191211-0001817**, Book xxx, Page xxx, of Official records. The Trustee of record at the relevant time having complied with all applicable statutory requirements of the State of Nevada and performed all duties required by the Deed of Trust including sending a Notice of Default and Election to Sell within ten days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage pre-paid to each person entitled to notice in compliance with Nevada Revised Statute 107.090.

All requirements per Nevada Statutes regarding the mailing, personal delivery and publication of copies of Notice of Breach and Election to Sell under Deed of Trust and Notice of Trustee's Sale, and the posting of copies of Notice of Trustee's sale have been complied with. Trustee, in compliance with said Notice of Trustee's sale and in Exercise of its powers under said Deed of Trust sold said real property at public auction on **11/19/2021**. Grantee, being the highest bidder at said sale became the purchaser of said property for the amount bid, being **\$123,305.00**, in lawful money of the United States, in pro per, receipt thereof is hereby acknowledged in full/partial satisfaction of the debt secured by said Deed of Trust.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A
DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
TS No.: **NV-19-871118-AB**

Date: 11.29.21

QUALITY LOAN SERVICE CORPORATION


By: Stephanie Echeverria, 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 **NOV 29 2021** before me, **Katherine A. Davis** a notary public, personally appeared Stephanie Echeverria, 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


Katherine A. Davis



**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 140-29-510-889
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

\$ 123,305.00

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

c. Transfer Tax Value:

\$ 123,305.00

d. Real Property Transfer Tax Due

\$ 629.85

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

Signature  Capacity: agent

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: QUALITY LOAN SER CORP

Address: 2763 CAMINO DEL RIO SOUTH

City: SAN DIEGO

State: CA Zip: 92108

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: SATICOY BAY LLC 4928 E MONROE AVE

Address: PO BOX 36208

City: LAS VEGAS

State: NV Zip: 89133

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

Print Name: Resources Group LLC

Escrow # _____

Address: P.O. Box 36208

City: LAS VEGAS

State: NV Zip: 89133

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

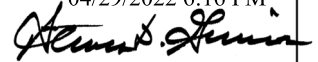
Resnik Motion For Stay

NSC Case # 84751

Page 166 of 208

EXHIBIT K

EXHIBIT K


CLERK OF THE COURT

ORDG

MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
Henderson, NV 89074
(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff,

vs.

QUALITY LOAN SERVICE CORPORATION;
SATICOY BAY LLC SERIES 4928 E
MONROE AVENUE; NATIONSTAR
MORTGAGE LLC d/b/a MR. COOPER; US
BANK TRUST NATIONAL ASSOCIATION,
as OWNER TRUSTEE FOR VRMTG ASSET
TRUST AND SHELLPOINT; DOES I through
X

Defendants

CASE NO.: A-22-847283-C
DEPT NO.: 5

ORDER GRANTING TEMPORARY WRIT OF RESTITUTION

The hearing on the order to show cause having come before the court on the 21st day of April, 2022, Michael F Bohn, Esq. appearing on behalf of defendant Saticoy Bay, and Benjamin B. Childs, Esq., appearing on behalf of the plaintiff

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that a Temporary Writ of Restitution regarding the property commonly known as 4928 East Monroe Avenue, Las Vegas, Nevada, 89110 shall issue.

1 IT IS FURTHER ORDERED that the temporary writ of restitution shall immediately issue
2 regarding the real property commonly known as 4928 East Monroe Avenue, Las Vegas, Nevada,
3 89110 in favor of defendant Saticoy Bay LLC Series 4928 E Monroe Avenue commanding the
4 Sheriff or Constable to remove defendant and any subtenants from the subject real property.

5
6 IT IS FURTHER ORDERED that defendant Saticoy Bay shall post security with the clerk of
7 the court in the sum of \$1,100.00 for the temporary writ of restitution.

8 IT IS FURTHER ORDERED that the plaintiff is prohibited from removing any fixtures and
9 any other attached household items, or from causing or doing any damage to the property.

10 Dated this 29th day of April, 2022

11 
12 _____
13 DISTRICT COURT JUDGE

14 **E79 5E7 F613 6D16**
15 **Veronica M. Barisich**
16 **District Court Judge**

17 Respectfully submitted by:

18 LAW OFFICES OF
19 MICHAEL F. BOHN, ESQ., LTD

20 By: /s/ Michael F. Bohn, Esq./
21 Michael F. Bohn, Esq.
22 2260 Corporate Circle, Suite 480
23 Henderson, NV 89074
24 Attorney for defendant Saticoy Bay
25
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1 **CSERV**

2
3 DISTRICT COURT
CLARK COUNTY, NEVADA

4
5
6 Brad Resnik, Plaintiff(s)

CASE NO: A-22-847283-C

7 vs.

DEPT. NO. Department 5

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 Granting 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: 4/29/2022

15 Kristin Schuler-Hintz

DCNV@mccarthyholthus.com

16 E-Service BohnLawFirm

office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 Natalie Winslow

natalie.winslow@akerman.com

19 Ariel Stern

ariel.stern@akerman.com

20 Akerman LLP

AkermanLAS@akerman.com

21 Maurice Mazza

mazza@bohnlawfirm.com

22 Nicholas Belay

nicholas.belay@akerman.com

23 Maggie Lopez

maggie@bohnlawfirm.com

24 Kristin Schuler-Hintz

Khintz@mccarthyholthus.com

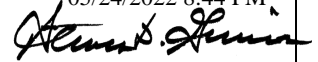
25 Benjamin Childs

ben@benchilds.com

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EXHIBIT L

EXHIBIT L


CLERK OF THE COURT

WRES
MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
2260 Corporate Circle, Suite 480
Henderson, NV 89074
(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff,

vs.

QUALITY LOAN SERVICE CORPORATION;
SATICOY BAY LLC SERIES 4928 E
MONROE AVENUE; NATIONSTAR
MORTGAGE LLC d/b/a MR. COOPER; US
BANK TRUST NATIONAL ASSOCIATION,
as OWNER TRUSTEE FOR VRMTG ASSET
TRUST AND SHELLPOINT; DOES I through
X

Defendants

CASE NO.: A-22-847283-C
DEPT NO.: 5

TEMPORARY WRIT OF RESTITUTION

TO: THE SHERIFF OR CONSTABLE OF CLARK COUNTY, LAS VEGAS TOWNSHIP

WHEREAS defendant Saticoy Bay LLC Series 4928 E Monroe Avenue, at a court of inquiry
of an unlawful holding over of lands, tenements and other possessions, and the court having ordered
restitution of the premises described as:

4928 East Monroe Avenue, Las Vegas, Nevada, 89110

YOU ARE HEREBY COMMANDED that taking with you the force of the County, if necessary, you cause the said Brad Resnick and all persons claiming possession under him to be immediately removed from aforesaid premises and that the said Saticoy Bay LLC Series 4928 E Monroe Avenue to have peaceable restitution of the same.

Dated this 24th day of May, 2022

V. Barisich

DISTRICT COURT JUDGE

729 6DE AA0F DEBC
Veronica M. Barisich
District Court Judge

Respectfully submitted by:

LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD

By: /s/ /Michael F. Bohn, Esq./
Michael F. Bohn, Esq.
2260 Corporate Circle, Suite 480
Henderson, NV 89074
Attorney for defendant Saticoy Bay

1 **CSERV**

2
3 **DISTRICT COURT**
4 **CLARK COUNTY, NEVADA**

5
6 Brad Resnik, Plaintiff(s)

CASE NO: A-22-847283-C

7 vs.

DEPT. NO. Department 5

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 Writ of Restitution 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: 5/24/2022

15 Kristin Schuler-Hintz

DCNV@mccarthyholthus.com

16 E-Service BohnLawFirm

office@bohnlawfirm.com

17 Michael Bohn

mbohn@bohnlawfirm.com

18 Natalie Winslow

natalie.winslow@akerman.com

19 Ariel Stern

ariel.stern@akerman.com

20 Akerman LLP

AkermanLAS@akerman.com

21 Maurice Mazza

mazza@bohnlawfirm.com

22 Nicholas Belay

nicholas.belay@akerman.com

23 Maggie Lopez

maggie@bohnlawfirm.com

24 Kristin Schuler-Hintz

Khintz@mccarthyholthus.com

25 Benjamin Childs

ben@benchilds.com

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EXHIBIT M

EXHIBIT M

OFFICIAL RECEIPT

District Court Clerk of the Court 200 Lewis Ave, 3rd Floor Las Vegas, NV 89101

Payor
Law Offices of Michael F. Bohn Esq. LTD

Receipt No.
2022-28722-CCCLK

Transaction Date
05/17/2022

Description	Amount Paid
On Behalf Of Satcoy Bay LLC	
A-22-847283-C	
Brad Resnik, Plaintiff(s) vs. Quality Loan Service Corporation, Defendant(s)	
Temporary Restraining Order	
Temporary Restraining Order	1,100.00
SUBTOTAL	1,100.00
PAYMENT TOTAL	1,100.00
Check (Ref #17016) Tendered	1,100.00
Total Tendered	1,100.00
Change	0.00

Order Granting Temporary Writ of Restitution - filed 4/29/2022

05/17/2022
03:05 PM

Cashier
Station RJCC1

Audit
38140026

OFFICIAL RECEIPT

EXHIBIT N

EXHIBIT N

IN THE SUPREME COURT OF THE STATE OF NEVADA

BRAD RESNIK,

Appellant,

vs.

QUALITY LOAN SERVICE
CORPORATION; SATICOY BAY LLC,
4928 E. MONROE AVE.; NATIONSTAR
MORTGAGE LLC, D/B/A MR. COOPER;
U.S. BANK TRUST NATIONAL
ASSOCIATION, AS OWNER TRUSTEE
FOR VRMTG ASSET TRUST; AND
SHELLPOINT,

Respondents.

No. 84751

FILED

JUN 06 2022

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DENYING MOTION

Respondent, Saticoy Bay LLC, has filed a motion requesting this court to dismiss this appeal for lack of jurisdiction. The motion is denied. This denial is without prejudice to respondent's right to renew the motion, if necessary, upon completion of settlement proceedings.

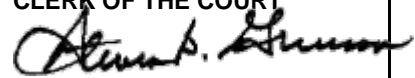
It is so ORDERED.

 C.J.

cc: Ara H. Shirinian, Settlement Judge
Benjamin B. Childs
Akerman LLP/Las Vegas
Troutman Pepper Hamilton Sanders LLP/Las Vegas
McCarthy & Holthus, LLP/Las Vegas
Law Offices of Michael F. Bohn, Ltd.

EXHIBIT 14 EXHIBIT 14

EXHIBIT 14 EXHIBIT 14



1 **OPPS**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
3 LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
4 2260 Corporate Circle, Suite 480
Henderson, Nevada 89074
5 (702) 642-3113/ (702) 642-9766 FAX
6 Attorney for defendant Saticoy Bay

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 BRAD RESNIK

10 Plaintiff,

11 vs.

12 QUALITY LOAN SERVICE CORPORATION;
13 SATICOY BAY LLC SERIES 4928 E
MONROE AVENUE; NATIONSTAR
14 MORTGAGE LLC d/b/a MR. COOPER; US
BANK TRUST NATIONAL ASSOCIATION,
15 as OWNER TRUSTEE FOR VRMTG ASSET
TRUST AND SHELLPOINT; DOES I through
16 X

17 Defendants

18 SATICOY BAY LLC SERIES 4928 E
19 MONROE AVE.

20 Counterclaimant

21 vs.

22 BRAD RESNIK

23 Counterdefendant

CASE NO.: A-22-847283-C
DEPT NO.: 5

24 **SUPPLEMENT TO OPPOSITION TO MOTION FOR STAY ON APPEAL**

25 Defendant, Saticoy Bay LLC Series 4928 E Monroe Avenue by and through its attorney, Michael
26 F. Bohn, Esq., submits this opposition to the motion to stay on appeal as follows:

27 ///

1 1. Attached as Exhibit O is the report from the settlement judge that the case did not settle during
2 the Supreme Court settlement program.

3 In response to this report, Saticoy Bay on July 26, 2022 renewed it's motion to dismiss the appeal
4 with the Supreme Court.

5 Also attached is the declaration of Iyad Haddad, the person most knowledgeable for Saticoy Bay,
6 stating that the plaintiff has been evicted and was permitted on the property solely for the purpose of
7 removing his personal property from the outside yard.

8 DATED this 26th day of July 2022.

9 LAW OFFICES OF
10 MICHAEL F. BOHN, ESQ., LTD.

11 By: /s/ Michael F. Bohn, Esq. /
12 Michael F. Bohn, Esq.
13 2260 Corporate Circle, Suite 480
14 Henderson, Nevada 89074
15 Attorney for defendant Saticoy Bay

16 **CERTIFICATE OF SERVICE**

17 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
18 Offices of Michael F. Bohn., Esq., and on the 26th day of July, 2022, a copy of the **SUPPLEMENT TO**
19 **OPPOSITION TO STAY** was served using the CM/ECF System for filing and transmittal of a Notice
20 of Electronic Filing to all counsel in this matter; all counsel being registered to receive Electronic Filing.
21

22 Benjamin B. Childs, Esq.
23 318 S. Maryland Pkwy
Las Vegas, NV 89101

Nicholas E. Belay, Esq.
Akerman LLP
1635 Village Center Circle # 200
Las Vegas, NV 89134

24
25
26 /s/ Maggie Lopez/
27 An Employee of the LAW OFFICES OF
28 MICHAEL F. BOHN, ESQ., LTD.

DECLARATION OF IYAD HADDAD

IYAD HADDAD states:

1. Declarant is the person most knowledgeable for Saticoy Bay LLC, one of the defendants in this case and makes this declaration based upon personal knowledge.
2. The constable evicted the plaintiff Brad Resnick from the property at 4928 East Monroe Avenue, Las Vegas, Nevada on June 22, 2022.
3. The property has a large yard, and the plaintiff has an enormous amount of personal property located throughout the outside of the property.
4. I granted the plaintiff permission to return to the property solely for the purpose of removing all of his personal property, and I gave him 30 days to do so.
5. The plaintiff does not have permission to enter the house for any reason.
6. The 30 days granted to the plaintiff to remove his property has expired. As a result, he has no business at the property any longer.
7. If called upon to testify to the above facts, declarant could do so competently.
8. I declare under penalties of perjury under the law of the state of Nevada that the foregoing is true and correct.


IYAD HADDAD

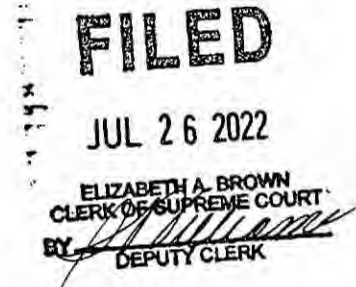
EXHIBIT O

EXHIBIT O

IN THE SUPREME COURT OF THE STATE OF NEVADA

BRAD RESNIK,
Appellant,
vs.
QUALITY LOAN SERVICE
CORPORATION; SATICOY BAY LLC, 4928
E. MONROE AVE.; NATIONSTAR
MORTGAGE LLC, D/B/A MR. COOPER;
U.S. BANK TRUST NATIONAL
ASSOCIATION, AS OWNER TRUSTEE
FOR VRMTG ASSET TRUST; AND
SHELLPOINT,
Respondents.

No. 84751



SETTLEMENT PROGRAM STATUS REPORT

A mediation session was held in this matter on 7/20, 2022.

I make the following report to the court:

(check one box)

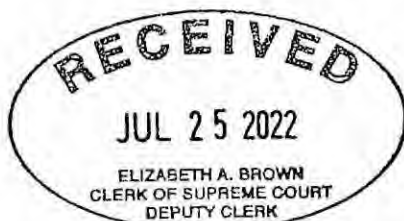
- ☐ The parties have agreed to a settlement of this matter.
- ☒ The parties were unable to agree to a settlement of this matter.
- ☐ The settlement process is continued as follows:

Date: _____ Time: _____

Location: _____

☐ Other: _____

Additional Comments: _____



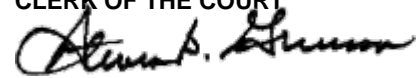
[signature]
Settlement Judge

Resnik Motion For Stay
NSC Case # 84751

Page 186 of 208
22-23407

EXHIBIT 15 EXHIBIT 15

EXHIBIT 15 EXHIBIT 15



BENJAMIN B. CHILDS
Nevada Bar # 3946
318 S. Maryland Parkway
Las Vegas, Nevada 89101
(702) 385-3865
Fax 385-1847
ben@benchilds.com
Attorney for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

BRAD RESNIK

Plaintiff

vs.

QUALITY LOAN SERVICE CORPORATION and
SOTICOY BAY LLC, 4928 E Monroe Avenue and
NATIONSTAR MORTGAGE LLC d/b/a
MR. COOPER, and
US BANK TRUST NATIONAL ASSOCIATION, as
OWNER TRUSTEE FOR VRMTG ASSET TRUST,
and SHELLPOINT, and
JOHN DOES 1 through 5 inclusive
and ROE CORPORATIONS I through X

Defendants

=====
SOTICOY BAY LLC, 4928 E Monroe Avenue

Counterclaimant

vs.

BRAD RESNICK

Counterdefendant

=====

Case # A-22-847283-C
Dept # 5

REPLY TO OPPOSITION
TO
PLAINTIFF'S MOTION
FOR STAY PENDING
APPEAL

Hearing : July 28, 2022
09:30
[OST]

Resnik Motion For Stay
NSC Case # 84751
Page 188 of 208

1 The Order Granting Temporary Writ of Restitution filed April 29, 2022 [the
2 Order] is on appeal based on Plaintiff's timely filed Notice of Appeal. Copy of the
3 Order is Exhibit K to the Opposition.
4

5 The Homeowner Bill of Rights [HOBAR] statutes are expressly designed
6 and intended to protect homeowners who are distressed. Heck, Nevada's license
7 plates say "Home Means Nevada". Not "Home Means Real Estate Speculators".
8 As set forth in the Motion, Plaintiff's house was foreclosed in violation of HOBAR.
9 Which makes the sale void. Not voidable. Void. It is worth repeating that NRS
10 107.080(5) expressly states "a sale made pursuant to this section must be
11 declared void by any court of competent jurisdiction in the in county where the
12 sale took place ..."
13
14

15 The high bidder that obtained a Trustee's Deed Upon Sale, Saticoy Bay,
16 which is expressly "without covenant or warranty". [Exhibit 4]
17

18 The Court should err on the side of the homeowner and allow Resnik to
19 remain in his home pending resolution of the appeal, and pending resolution of
20 the entire case. Since the bond amount has been established for at \$1,100 for
21 Resnik's damages if the writ was issued wrongfully, that amount is reasonable for
22 Saticoy Bay's damages. As set forth in lyad Haddad's own undated declaration
23 attached to Saticoy Bay's July 26, 2022 Supplement, "The property has a large
24 yard, and the plaintiff has an enormous amount of personal property located
25 throughout the outside of the property." There's a lot of valuable personal
26 property inside the buildings, too. Saticoy Bay will suffer irreparable or serious
27
28

1 injury if the stay is granted. Iyad Haddad certainly would have addressed this
2 factor in his declaration if he disputed Plaintiff's assertion that there is "no
3 irreparable or serious injury" by granting the stay.
4

5
6 WRIT OF RESTITUTION IS AN APPEALABLE ORDER
7

8
9 Saticoy Bay argues that the order is not appealable. Whether or not the
10 order on appeal is an appealable order is a matter for decision by the appellate
11 court, not this court. The order is appealable under NRAP3A(3) as it is an
12 injunction, removing Plaintiff from his property and depriving him of his
13 possessory interest in the Subject Property.
14

15 "[a] plea to quiet title does not require any particular elements, . . . each
16 party must plead and prove his or her own claim to the property in question."
17 Chapman v. Deutsche Bank Nat'l Tr. Co., 129 Nev. 314, 318, 302 P.3d 1103,
18 1106 (2013) (internal quotation marks omitted).
19

20 Chapman goes on to explain that an unlawful detainer order "is in rem or
21 quasi in rem".
22

23 The primary purpose of an unlawful detainer action is to restore the
24 possession of property to one from whom it has been forcibly taken or to
25 give possession to one from whom it is unlawfully being withheld. G.C.
26 Wallace, Inc. v. Eighth Judicial Dist. Court, 127 Nev. 701, 708, 262 P.3d
27 1135, 1140 (2011); Seitz, 2012 U.S. Dist. LEXIS 162927, 2012 WL
28 5523078, at *4 (citing Shorter v. Shelton, 183 Va. 819, 33 S.E.2d 643, 647

1 (Va. 1945)). Consistent with this purpose, a person who obtains title to
2 property at a trustee's sale may remove holdover tenants by means of an
3 unlawful detainer action under NRS 40.255(1)(c).

4 To initiate an action under NRS 40.255, the would-be plaintiff must
5 serve the property's occupants with a notice to quit. If the occupants do
6 not vacate the property within the time set by the notice, the owner may
7 file a written complaint for unlawful detainer, seeking restitution of the
8 premises. NRS 40.300. The plaintiff must serve the complaint with
9 summons on the occupants, id., and provide the court with proof of
10 service of the notice to quit as required by NRS 40.280(3) or (4).

11 Thereafter, a trial may ensue if the parties' pleadings demonstrate
12 an issue of fact. NRS 40.310. But the proceedings are summary and their
13 scope limited. See G.C. Wallace, 127 Nev. at 708, 262 P.3d at 1140
14 (explaining that evidence extrinsic to the issue of immediate possession
15 cannot be introduced at trial). Typically, the issues are whether the plaintiff
16 gave the statutorily required notice, Davidsohn v. Doyle, 108 Nev. 145,
17 150, 825 P.2d 1227, 1230 (1992), and who as between the plaintiff and
18 the defendant has a superior right to possession. NRS 40.320; Lachman
19 v. Barnett, 18 Nev. 269, 274, 3 P. 38, 41-42 (1884) (holding that unlawful
20 detainer does not adjudicate title or an absolute right to possession of
21 property because "[t]he object of the [unlawful detainer] statute was not to
22 try titles, but to preserve the peace and prevent violence"); Seitz, 2012
23 U.S. Dist. LEXIS 162927, 2012 WL 5523078, at *7 (unlawful detainer
24 action limits court to determining possession between plaintiff and
25 defendant). Notably, a superior right to possession does not require proof
26 of title, although title can be evidence of the right to possession. Yori v.
27 Phenix, 38 Nev. 277, 282, 149 P. 180, 180-81 (1915) ("[I]t has universally
28 been held that title to property cannot be an issue in such actions . . .
even though such pleading and proof may incidentally involve the
question of title."). If after a trial, the court determines that the occupant
has no legal defense to the alleged unlawful detainer, it will issue a
summary order for restitution of the premises. NRS 40.360(1).

Although possession of property differs from ownership of property,

1 possession is nonetheless a type of property interest. Loretto v.
2 Teleprompter Manhattan CATV Corp., 458 U.S. 419, 435, 102 S. Ct.
3 3164, 73 L. Ed. 2d 868 (1982) ("Property rights in a physical thing have
4 been described as the rights 'to possess, use and dispose of it.'" (quoting
5 United States v. General Motors Corp., 323 U.S. 373, 378, 65 S. Ct. 357,
6 89 L. Ed. 311 (1945))); Seitz, 2012 U.S. Dist. LEXIS 162927, 2012 WL
7 5523078, at *5. In his Commentaries on the Laws of England, Blackstone
8 instructed that "there are four 'degrees' of title: (1) 'naked possession,' (2)
9 'right of possession,' (3) 'mere right of property,' and (4) 'complete title.'"
10 Seitz, 2012 U.S. Dist. LEXIS 162927, 2012 WL 5523078, at *5 (quoting 2
11 William Blackstone, Commentaries *195-99). Unlawful detainer actions
12 fall into the second "degree" of title in a property, "right of possession,"
13 and accordingly, are actions that affect interests in a thing—real property.
14 As such, unlawful detainer is in rem or quasi in rem. See G.C. Wallace,
15 127 Nev. at 708-09, 262 P.3d at 1140-41 (explaining in the analogous
16 summary eviction setting that the key elements and defenses of unlawful
17 detainer center on possession and property rights, rather than personal
18 rights or obligations); Seitz, 2012 U.S. Dist. LEXIS 162927, 2012 WL
19 5523078, at *8; see also Hepburn & Dundas' Heirs v. Dunlop & Co., 14
20 U.S. 179, 203 n.4, 4 L. Ed. 65 (1816) (describing ejectment as a
21 proceeding in rem); Scherbenske v. Wachovia Mortg., FSB, 626 F. Supp.
22 2d 1052, 1057 (E.D. Cal. 2009) (holding that the unlawful detainer action
23 plaintiff sought to enjoin was a quasi-in-rem action).

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25 property, "right of possession," and accordingly, are actions that affect
26 interests in a thing—real property. As such, unlawful detainer is in rem or
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(describing ejectment as a proceeding in rem); Scherbenske v. Wachovia

1 Mortg., FSB, 626 F. Supp. 2d 1052, 1057 (E.D. Cal. 2009) (holding that
2 the unlawful detainer action plaintiff [***14] sought to enjoin was a
3 quasi-in-rem action).

4 Id @ 320 - 321

5
6 Peck v. Crouser, 129 Nev. 120, 124, 295 P.3d 586, 590 (2013) defines an
7 injunction.

8 An injunction is "[a] court order commanding or preventing an
9 action." Black's Law Dictionary 800 (8th ed. 2004).

10
11 The Order is an injunction since it deprives Plaintiff of his property rights by
12 preventing, "enjoining", him from going onto his property. An injunction is
13 appealable under NRAP 3A(a)(3). If Plaintiff did NOT timely appeal the Order,
14 Saticoy Bay would be arguing that the Order was not timely appealed as it could
15 have been under NRAP 3A(a)(3).
16
17

18
19 PLAINTIFF WAS A BORROWER
20

21
22 i. SUPREMACY CLAUSE
23

24 Plaintiff has rights under federal law which grants Plaintiff all rights as a
25 borrower. Federal law trumps state law under the supremacy doctrine.
26

27 The Supremacy Clause is a clause within Article VI of the U.S. Constitution
28

1 which dictates that federal law is the "supreme law of the land." This means that
2 judges in every state must follow the Constitution, laws, and treaties of the federal
3 government in matters which are directly or indirectly within the government's
4 control. Under the doctrine of preemption, which is based on the Supremacy
5 Clause, federal law preempts state law when the laws conflict. This is well settled
6 law, beginning with Erie Railroad Co. v. Tompkins, 304 U.S. 64, 58 S.Ct. 817
7 (1938) and its progeny.
8
9

10 .
11 ii. FEDERAL LAW PROTECTS SUCCESSORS IN INTEREST
12
13

14 "Successors in interest" get the same protections under federal mortgage
15 servicing laws as the original borrower. 12 C.F.R. § 1024.30(d) states as
16 follows:
17

18 (d) Successors in interest. A confirmed successor in interest
19 shall be considered a borrower for purposes of § 1024.17¹ and
20 this subpart.²
21

22 12 C.F.R. § 1024.31 defines a successor in interest as someone who
23 receives property through:
24

25
26 ¹. 12 C.F.R. § 1024.17 deals with escrow accounts.

27 ². This regulation is part of Subpart C, which deals with Mortgage Servicing
28

- (1) A transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
- (2) A transfer to a relative resulting from the death of a borrower;
- (3) A transfer where the spouse or children of the borrower become an owner of the property;
- (4) A transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the borrower becomes an owner of the property; or
- (5) A transfer into an inter vivos trust in which the borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property.

iii. PROTECTIONS FOR SUCCESSORS IN INTEREST

Plaintiff, as a successor in interest, is a “consumer” for TILA’s mortgage servicing rules. See 12 C.F.R §§ 1024.30(d) and 1026.2(11). Thus, a confirmed successor in interest is entitled to the same rights as the original borrower or consumer, including loan modifications, called Early Intervention, pursuant to 12 C.F.R § 1024.39.

Because the servicer must treat a successor in interest as a borrower, the servicer has to, among other things, promptly identify and communicate with surviving family members and others who have a legal interest in the home and provide information about the loan and (if appropriate) how to qualify for available loss mitigation options, like a modification.

1 These protections and servicing obligations apply to the subject Deed of
2 Trust [Exhibit D] as it is Fannie Mae loan. See 12 C.F.R. § 1024.30.
3

4
5 iv. DEFENDANTS ARE ESTOPPED FROM ARGUING THAT PLAINTIFF IS
6 NOT ENTITLED TO STATUTORY PROTECTIONS
7

8
9 Plaintiff is the successor in interest to the Subject Property after the death
10 of his mother, Janet Resnik, who was the “grantor of a deed of trust under a
11 residential mortgage loan” that is at issue in this case. [Exhibit 5] Thus, Plaintiff
12 has all the rights of the borrower.
13

14 Plaintiff received a letter dated June 4, 2020 from the then mortgage
15 servicer Mr. Cooper [Exhibit 9] stating as follows :
16

17 Dear Brad Resnik,
18

19 We received your inquiry on 02/05/2020, related to your interest in the
20 above-referenced property.

21 We have received documentation that establishes your status as the
22 confirmed successor in interest in the real property securing the above-
23 referenced account. You are now entitled to request certain information
24 concerning the loan, including payoff information, and make inquiries
or complaints related to the servicing of the loan.

25 All required communication concerning the loan, such as periodic
26 statements, and mortgage servicing transfer notices will now be
27 addressed to the Estate Of Janet G. Resnik care of Brad Resnik and
28 mailed to the mailing address we have on file, unless you advise us that
you do not wish to receive these communications

Please understand that we are not attempting to collect the debt from you personally, and these communications are for informational purposes. Unless you assume the mortgage loan obligation under state law, you are not liable for the mortgage debt and cannot be required to use your assets to pay the mortgage debt. However, we have a security interest in the property and a right to foreclose if the terms of the mortgage loan contract are not met.

As a successor in interest, you are entitled to receive important loan information. Please find account level information below for your records:

Current Loan Balance:	\$107,194.26
· Monthly Payment Amount:	\$1,072.65
· Current Interest Rate:	7.375%
· Interest Rate Reset Date (if	N/A
· Reset Amount (if applicable):	N/A
· Payoff Amount:*	\$119,848.30
· Loan Status:	DELINQUENT
· Account Due for:	06/01/2019

*Please note that this is not a payoff quote. If you would like to pay off the loan please contact us for an exact quote as this amount may frequently change.

This was followed by a letter from Mr. Cooper dated October 5, 2021 stating as follows :

In response to your request for a loss mitigation review, this letter will confirm that we have all of the information that we need from you to evaluate your eligibility for loss mitigation options. In the event no documentation was necessary, we are considering your application to be complete as of the date you requested the loss mitigation review. If documentation or other information (a "Borrower Response Package") was required to conduct a loss mitigation review, the date your application is considered to be complete is the date we received all of the requested documentation/information from you. Your application was deemed to be complete on 10/4/2021

1 "Equitable estoppel consists of the following elements: (1) the party to be
2 estopped must be apprised of the true facts, (2) that party must intend that his
3 conduct shall be acted upon or must so act that the party asserting estoppel has
4 the right to believe it was so intended, (3) the party asserting estoppel must be
5 ignorant of the true state of the facts, and (4) the party asserting estoppel must
6 have detrimentally relied on the other party's conduct." Las Vegas Convention &
7 Visitors Auth. v. Miller, 124 Nev. 669, 698, 191 P.3d 1138, 1157 (2008).
8
9

10
11 The undisputed evidence in this case demonstrates that the only party
12 entitled to equitable estoppel in this matter is Plaintiff. Naturally Plaintiff would
13 believe the statement made to him in a letter from the mortgage servicer,
14 especially as the statement is true under applicable federal law as set forth
15 above. Plaintiff then detrimentally relied upon the representation, which resulted
16 in the subject lawsuit when the Subject Property was illegally foreclosed.
17
18
19

20 21 CONCLUSION 22 23

24 As the Chapman court cited, Lachman v. Barnett, 18 Nev. 269, 274, 3 P.
25 38, 41-42 (1884) (holding that unlawful detainer does not adjudicate title or an
26 absolute right to possession of property because "[t]he object of the [unlawful
27
28

1 detainer] statute was not to try titles, but to preserve the peace and prevent
2 violence").

3
4 The Order is appealable.

5 Pursuant to NRS 107.080(5), the "sale ... must be declared void by any
6
7 court of competent jurisdiction in the in county where the sale took place ..."

8
9 /s/ Benjamin B. Childs
10 BENJAMIN B. CHILDS
11 Nevada Bar # 3946
12 Attorney for Plaintiff

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CERTIFICATE OF ELECTRONIC SERVICE

13 This REPLY TO OPPOSITION TO PLAINTIFF'S MOTION FOR STAY
14 PENDING APPEAL was served through the Odyssey electronic filing system to
15 all parties on filing. Electronic service is in place of mailing.

16 /s/ Benjamin B. Childs
17
18 BENJAMIN B. CHILDS, ESQ.
19 EVADA BAR # 3946
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EXHIBIT 16 EXHIBIT 16

EXHIBIT 16 EXHIBIT 16

A-22-847283-C

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Title to Property

COURT MINUTES

July 29, 2022

A-22-847283-C Brad Resnik, Plaintiff(s)
vs.
Quality Loan Service Corporation, Defendant(s)

July 29, 2022

3:00 AM

Minute Order

HEARD BY: Barisich, Veronica M.

COURTROOM: Chambers

COURT CLERK: Carolyn Jackson

RECORDER:

REPORTER:

PARTIES

PRESENT:

JOURNAL ENTRIES

- The Court notes that Plaintiff's Motion to Stay Pending Appeal was heard. After hearing the oral arguments, the Court took the matter UNDER ADVISEMENT. After carefully considering the evidence and arguments submitted, and good cause appearing, the COURT FINDS and ORDERS as follows:

Relevant Factual and Procedural History

Janet Resnik ("Janet"), who is Plaintiff's mother, executed a loan secured by a deed of trust (APN ending in 089) and it was recorded on August 22, 2008. Janet was the only borrower listed under the deed of trust. Janet died sometime in 2010 or 2011 and after her death, per April 27, 2011 probate court order, the subject property was conveyed to a trust, which named Bryant Stanley and Robert Resnik ("Robert") as the trustees. On August 10, 2011, a deed was recorded which transferred the property from the trust to Robert. On December 11, 2019, Quality Loan Service Corporation ("QLSC") recorded a breach and default and election to sell and on August 13, 2021, QLSC recorded a notice of trustee's sale. On October 21, 2021, an assignment of deed of trust recorded, naming US Bank as the beneficiary under the deed of trust (APN ending in 889). On November 4, 2021, quitclaim deed was recorded, which transferred the property from Robert to Plaintiff (APN ending in 089). Foreclosure sale took place, wherein Saticoy Bay, LLC Series 4928 E Monroe Avenue ("Saticoy Bay") purchased

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Minutes Date: July 29, 2022

Resnik Motion For Stay

NSC Case # 84751

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the subject property for \$123,305. Foreclosure deed was recorded on December 1, 2021 (APN ending in 889).

Relevant Law

Motion to stay

"In deciding whether to issue a stay, Supreme Court generally considers: (1) whether the object of the appeal or writ petition will be defeated if the stay is denied; (2) whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied; (3) whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted; and (4) whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition." Hansen v. Eighth Judicial Dist. Court ex rel. Cty. of Clark, 116 Nev. 650, 6 P.3d 982 (2000). "Although, when moving for a stay pending an appeal or writ proceedings, a movant does not always have to show a probability of success on the merits, the movant must present a substantial case on the merits when a serious legal question is involved and show that the balance of equities weighs heavily in favor of granting the stay." Id.; see also NRAP 8(c).

Foreclosure prevention alternative

If a borrower submits an application for a foreclosure prevention alternative to the borrower's mortgage servicer or the beneficiary of the deed of trust, the servicer or beneficiary cannot proceed with the foreclosure sale until they make a written determination regarding the eligibility for a foreclosure prevention alternative and the borrower does not accept a written offer for a foreclosure prevention alternative or accepts the offer, but later defaults on the foreclosure prevention alternative. NRS 107.530(1). The term "borrower", for the purposes of NRS 107.400 et. seq., is defined as a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan.

Recording requirements.

The assessor's parcel number, or APN, is not deemed to be a complete legal description of the real property conveyed. NRS 111.312(4). The county recorder must maintain grantor-grantee index. NRS 247.150. The Nevada Supreme Court has ruled that NRS 111.312 requires deeds conveying real property interests to display the APN only for the transferred property. Adaven Management, Inc. v. Mountain Falls Acquisition Corp., 124 Nev. 770, 191 P.3d 1189 (2008). If a search of the grantee-grantor would have revealed the deed of trust being encumbered, the purchaser had a duty to inquire concerning that encumbrance, and thus, the purchaser is charged with notice of what that inquiry would have revealed. Id.

Findings of Fact

The Court FINDS that although Saticoy Bay argues that there is no appealable order under NRAP 3A, the District Court is not the proper Court to make such determination. Such determination must be made by the Nevada Supreme Court.

The Court FINDS that under NRAP 8(a) and Hansen, the District Court must hear the initial motion for stay. The court must consider the following factors: (1) whether the object of the appeal or writ petition will be defeated if the stay is denied, (2) whether appellant/petitioner will suffer irreparable or serious injury if the stay is denied, (3) whether respondent/real party in interest will suffer irreparable or serious injury if the stay is granted, and (4) whether appellant/petitioner is likely to prevail on the merits in the appeal or writ petition.

The Court FINDS that first, second, and third factors do not favor Plaintiff. Plaintiff does not dispute that he has already vacated the subject property. The object of Plaintiff's appeal is now moot since he is no longer living at the property. Any injury to the parties will now be purely monetary.

The Court FINDS that as to the fourth factor, Plaintiff is unlikely to prevail on the merits. Plaintiff did not obtain a title to the subject property until November 4, 2021, almost 3 months after QLSC recorded a notice of trustee's sale. As he did not hold title at when the time he applied for foreclosure prevention alternative, he was not entitled to any notice under NRS 107.080 or protection under the foreclosure mediation program. Even if he was exchanging correspondence with the beneficiary or trustee prior to November 19, 2021 sale date, Plaintiff lacked standing to obtain relief under the foreclosure mediation program as he was not the borrower for the purposes of NRS 107.400 et. seq. Further, he failed to show evidence that he was the successor in interest to the borrower, Janet, until he obtained title to the property on November 4, 2021, via quitclaim. Nonetheless, Plaintiff still received notice of the foreclosure proceedings, which were sent to the subject property.

The Court FINDS that with regards to the inconsistencies regarding the APN, they are irrelevant. Under Adaven and NRS 247.150, the Clark County Recorder's Office arranged the search via grantor-grantee index and despite the APN inconsistencies, they would not have changed the ultimate outcome.

Orders

The COURT ORDERS that Plaintiff's motion shall be DENIED.

Counsel for Saticoy Bay is directed to submit a proposed Order consistent with this Minute Order and the submitted briefing. Counsel may add language to further supplement the proposed Order in accordance with the Court's findings and any submitted arguments. All other counsels are to review and countersign as to form and content. Counsel is directed to have the proposed Order submitted to chambers within 14 days consistent with AO 22-07 and EDCR 7.21.

CLERK'S NOTE: This Minute Order was electronically served by Courtroom Clerk, Carolyn Jackson, to all registered parties for Odyssey File & Serve. /cj 07/29/22

EXHIBIT 17 EXHIBIT 17

EXHIBIT 17 EXHIBIT 17

DECLARATION OF ROBERT RESNIK

I am Brad Resnik's brother.

The home located at 4928 E. Monrovia Las Vegas Nevada 89110 APN: 140-29-510-089 was purchased by our mom, Janet Resnik in 2008. Brad lived there and paid all bills associated with the property. We were, and are, a close family and the home was always Brad's home and intended to be Brad's home.

I received no foreclosure notices regarding the home.

Executed on July 31, 2022

(date)

7-31-22

(signature)



Robert S. Resnik

EXHIBIT 18 EXHIBIT 18

EXHIBIT 18 EXHIBIT 18

DECLARATION OF BRAD RESNIK

I am residing in, and have always resided in, the home located at 4928 E. Monroe Las Vegas, Nevada 89110, APN: 140-29-510-089. This home was purchased by my mom, Janet Resnik in 2008. I lived there and paid all bills associated with the property. My mom and my brother Robert were, and are, a close family and the home was always my home and intended to be my home.

I'm a simple person who has no experience with real estate law or mortgage lending law. I and my family just always considered this house as my home that I owned.

When I got behind in the mortgage payments due to the pandemic I contacted Mr. Cooper and asked about doing a loan modification. There was NO dispute with them that I was the owner of the home and I was being treated as the borrower for purposes of getting a loan modification. It was a nightmare it was dealing with Mr. Cooper as they were constantly losing the documents I sent them and reassigning my point of contact, but there was never any indication that I was anything other than the successor owner of the home and I was always being treated as the borrower regarding the loan. I relied on the letters dated June 6, 2020 [Exhibit 9] and October 5, 2021 [Exhibit 1] from the loan servicer, Mr. Cooper, and my other communications with Mr. Cooper, which were all the I was being considered for a loan modification and I was being treated as the borrower on the loan.

When I first contacted them, Mr. Cooper put me in a loan forbearance and told

me not to send payments, but I sensed that would be a problem, so I continued to send payments as I could. Those payments I sent starting in August, 2020 total at least \$17,556.58. I first sent payments to Mr. Cooper, then to Shellpoint when I got notice they were the new loan servicer. See Exhibit 2.

When they asked me to get a deed from my brother Robert Resnik, I did that immediately and recorded it on November 4, 2021.

Nobody told me of the foreclosure sale date on November 19, 2021 and if they had told me I immediately would have either cured the arrearages and reinstated the loan or paid the loan off in full.

I have not moved out because the Saticoy Bay employee Cecilio told me not to move out several weeks ago because I have so much personal property at the home. I've talked to Cecilio off and on because they have a large dumpster in front of my house and they come and put trash in it from another project they must have around me. The last time I talked to Cecilio was a week ago and he said to take two more weeks to get as much of my stuff moved as possible. There are other people residing in the property now who are non-rent paying tenants. The GoogleEarth satellite picture from last week clearly shows all my personal property at the home.

Executed on

July 31, 2022
(date)

(signature)

