IN THE SUPREME COURT OF THE STATE OF NEVADA

THOMAS A. PICKENS, INDIVIDUALLY AND AS TRUSTEE OF THE LV BLUE TRUST,

Appellant,

VS.

DR. DANKA K. MICHAELS, INDIVIDUALLY AND AS TRUSTEE OF THE MICH-MICH TRUST,

Respondent;

Electronically Filed Feb 23 2022 10:55 a.m. Elizabeth A. Brown Clerk of Supreme Court

S.C. DOCKET NO.: 83491 D.C. Case No. D-17-560737-D

APPENDIX

Volume X of XXXVII

ATTORNEYS FOR APPELLANT ATTORNEYS FOR RESPONDENT

JOHN D. JONES, ESQ. Nevada Bar No. 6699 JONES & LOBELLO 9950 W. Flamingo Road, #100 Las Vegas, Nevada 89147 702-318-5060 Jennifer V. Abrams, Esq. Nevada Bar No. 7575 The Abrams & Mayo Law Firm 6252 South Rainbow Blvd., #100 Las Vegas, NV 89118 702-222-4021

and

Shawn M. Goldstein, Esq. Nevada Bar No. 9814 GOLDSTEIN FLAXMAN, PLLC 10161 Park Run Drive, Suite 150 Las Vegas, NV 89145 702-919-1919

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX			
VOLUME X OF XXXVII			
DESCRIPTION	DATE FILED	Vol./Page No.	
Complaint for Divorce and for Set Aside of Deeds of Real Property and Assignment of L.L.C. Interest	10/24/2017	I/AA00001-00015	
Request for Issuance of Joint Preliminary Injunction	10/25/2017	I/AA00016	
Affidavit of Process Server	11/02/2017	I/AA00017-00022	
Notice of Appearance of Attorney	11/27/2017	I/AA00023-00024	
Appendix of Exhibits in Support of Defendant's Motion to Dismiss	11/29/2017	I/AA00025-00044	
Motion to Dismiss	11/29/2017	I/AA00045-00061	
Petition to Seal Records Pursuant to NRS 125.110(2)	12/15/2017	I/AA00062-00063	
Exhibit Appendix to Opposition to Defendant's Motion to Dismiss and Countermotion for Attorney's Fees and Costs	12/20/2017	I/AA00064-00093	
Motion Opposition Fee Information Sheet	12/20/2017	I/AA00094	
Opposition to Defendant's Motion to Dismiss and Countermotion for Attorney's Fees and Costs	12/20/2017	I/AA00095- I/AA00111	
Order to Seal Records Pursuant to NRS 125.110(2)	12/22/2017	I/AA00112- I/AA00113	
Stipulation and Order to Continue Hearing	12/28/2017	I/AA00114- 000115	
Notice of Entry of Stipulation and Order	12/29/2017	I/AA00116- 000119	
Notice of Entry of Order to Seal Records	01/03/2018	I/AA00120-00124	
Reply to Opposition to Defendant's Motion to Dismiss and Opposition to Countermotion for Attorney's Fees and Costs	01/09/2018	I/AA00125-00141	
Court Minutes	01/25/2018	I/AA00142-00143	
Court Minutes	02/23/2018	I/AA00144-00145	
Order	03/09/2018	I/AA00146-00154	

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX		
VOLUME X OF XXX DESCRIPTION	DATE FILED	VOL./PAGE NO.
Notice of Entry of Order	03/12/2018	I/AA00155-00164
Order	03/12/2018	I/AA0065-00173
First Amended Compliant for Divorce; for Set Aside of Deeds of Real Property and Assignment of L.L.C. Interest; and for Alternative Equitable Relief Under the Putative Spouse Doctrine	03/22/2018	I/AA00174-00188
Answer to First Amended Complaint for Divorce; for Set Aside of Deeds of Real Property and Assignment of L.L.C. Interest; and for Alternative Equitable Relief Under the Putative Spouse Doctrine; Affirmative Defenses and Counterclaim	05/02/2018	I/AA00189-00211
Reply to Defendant's Counterclaim	05/30/2018	I/AA00212-00219
Plaintiff, Danka K. Michaels' Initial Expert Witness List	07/11/2018	I/AA00220-00229
Declaration of Service	07/13/2018	I/AA00230
Joint Early Case Conference Report Pursuant to N.R.CP 16.2(i)(2)	07/13/2018	I/AA00231-00237
Declaration of Service	07/19/2018	I/AA00238
Order Setting Case Management Conference and Directing Compliance with NRCP 16.2	07/31/2018	I/AA00239-00242
Declaration of Service Robert Semonian	08/03/2018	I/AA00243
Declaration of Service Shannon L. Evans	08/03/2018	I/AA00244
Motion for Leave to File Second Amended Complaint	09/07/2018	I/AA00245- II/AA00270
Motion Opposition Fee Information Sheet	09/07/2018	II/AA00271
Case and Trial Management Order	09/10/2018	II/AA00272- 00274
Court Minutes	09/10/2018	II/AA00275- 00276

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX			
VOLUME X OF XXXVII			
DESCRIPTION	DATE FILED	VOL./PAGE NO.	
Certificate of Service	09/11/2018	II/AA00277- 00278	
Stipulation and Order Granting Leave to File Second Amended Complaint, and Vacating Motion Hearing	10/08/2018	II/AA00279- 00281	
Notice of Entry of Stipulation and Order	10/10/2018	II/AA00282- 00287	
Second Amended Complaint for Equitable Relief Under (1) the Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under <i>Michoff</i> ; and to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest	10/15/2018	II/AA00288- 00305	
Answer to Second Amended Complaint for Equitable Relief Under (1) the Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under <i>Michoff</i> ; and to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest; Affirmative Defenses and Counterclaim	11/19/2018	II/AA00306- 00329	
Declaration of Danka K. Michaels in Support of Answer to Second Amended Complaint for Equitable Relief Under (1) the Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under <i>Michoff</i> ; and to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest; Affirmative Defenses and Counterclaim	11/21/2018	II/AA00330- 00332	
Order After Hearing of September 10, 2018	12/11/2018	II/AA00333- 00336	

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DESCRIPTION DATE FILED VOL./PAGE NO. II/AA00337-Reply to Defendant's Counterclaim 12/12/2018 00344 Notice of Entry of Order 12/17/2018 II/AA00345-00351 Motion Opposition Fee Information Sheet 01/08/2019 II/AA00352 Motion to Withdraw as Attorney of Records for 01/08/2019 II/AA00353-Plaintiff 00358 Certificate of Service 01/09/2019 II/AA00359-00360 Order Granting Withdrawal as Attorney of 02/05/2019 II/AA00361-Record for Plaintiff 00362 Notice of Entry of Order 02/06/2019 II/AA00363-00367 Notice of Taking Videotaped Deposition 02/15/2019 II/AA00368-00370 II/AA00371-Defendant's Witness List (Non-Expert) 02/20/2019 00375 Amended Notice of Taking Videotaped 03/05/2019 II/AA00376-00378 Deposition Second Amended Notice of Taking Videotaped 03/05/2019 II/AA00379-00381 Deposition Notice of Appearance 03/08/2019 II/AA00382-00383 Notice of Department Reassignment 03/11/2019 II/AA00384-00385 Peremptory Challenge of Judge 03/11/2019 II/AA00386-00388 03/21/2019 II/AA00389-Case Management Order – Domestic 00394 II/AA00395-Notice of Attorney's Lien 04/05/2019 00397

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII		
Appendix of Exhibits in Support of Defendant's Motion to Compel Discovery Responses	04/22/2019	II/AA00398- 00440
Defendant's Motion to Compel Discovery Reponses	04/22/2019	II/AA00441- 00458
Notice of Hearing	04/22/2019	II/AA00459
Defendant's Supplemental Witness List (Non- Expert)	04/24/2019	II/AA00460- 00464
Notice of Unavailability of Counsel	05/08/2019	II/AA00465- 00467
Appendix of Exhibits to Plaintiff's Response and Opposition to Defendant's Motion to Compel Discovery Responses	05/13/2019	II/AA00468- 00495
Plaintiff's Response and Opposition to Defendant's Motion to Compel Discovery Reponses	05/13/2019	II/AA00496- III/AA00516
Reply in Support of Defendant's Motion to Compel Discovery Responses	05/15/2019	III/AA00517- 00522
Plaintiff's Supplement to Response and Opposition to Defendant's Motion to Compel Discovery Responses	05/21/2019	III/AA00523- 00527
Stipulation and Order RE: Motion to Compel	05/28/2019	III/AA00528- 00534
Notice of Entry of Stipulation and Order RE: Motion to Compel	05/29/2019	III/AA00535- 00543
Receipt of Check	06/03/2019	III/AA00544
Notice of Entry of Stipulation and Order to Continue	06/13/2019	III/AA00545- 00551
Stipulation and Order to Continue	06/13/2019	III/AA00552- 00556
Stipulation and Order to Vacate Discovery Hearing	06/18/2019	III/AA00557- 00559
Notice of Entry of Stipulation and Order to Vacate Discovery Hearing	06/19/2019	III/AA00560- 00564

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DESCRIPTION DATE FILED VOL./PAGE NO. Satisfaction and Release of Lien 07/31/2019 III/AA00565-00566 Appendix of Exhibits in Support of Defendant's 08/01/2019 III/AA00567-Motion for Summary Judgement, to Dismiss, for IV/AA00702 Protective Order and for Attorney Fees Motion for Summary Judgement, to Dismiss, for 08/01/2019 IV/AA00703-Protective Order and for Attorney Fees 00736 Notice of Hearing 08/01/2019 IV/AA00737 Notice of Unavailability of Counsel 08/05/2019 IV/AA00738-00740 Stipulation to Extend Discovery Deadlines and 08/05/2019 IV/AA00741-Continue Trail (First Request) and Order 00745 Continuing Trial Plaintiff's Opposition to Defendant's Motion for 08/12/2019 IV/AA00746-Summary Judgement, to Dismiss, for Protective V/AA00754 Order and for Attorney Fees and Countermotion for Leave of Court to File Supplemental Points and Authorities Notice of Entry of Stipulation and Order 08/16/2019 V/AA0055-00762

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED DESCRIPTION VOL./PAGE NO. Appendix of Exhibits to Plaintiff's Opposition 08/19/2019 V/AA00763-00813 to Defendant's Motion for Summary Judgement, to Dismiss, for Protective Order and for Attorney Fees and Countermotion 1) to Dismiss or, in the Alternative, for Summary Judgement as to Defendant's Causes of Action for Intentional Misrepresentation/Fraud; Negligent Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Promissory Estoppel; Express Agreement; Implied Agreement; and Malicious Abuse of Process; (2) for Summary Judgement Setting Aside Deeds of Real Property and Assignment of LLC Interest; and (3) for Permission to Submit Points and Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(e) Plaintiff's Opposition to Defendant's Motion for 08/19/2019 V/AA00814-Summary Judgement, to Dismiss, for Protective 00843 Order and for Attorney Fees and Countermotion (1) to Dismiss or, in the Alternative, for Summary Judgement as to Defendant's Causes of Action for International Misrepresentation/Fraud; Negligent Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Promissory Estoppel; Express Agreement; Implied Agreement; and Malicious Abuse of Process; (2) for Summary Judgement Setting Aside Deeds of Real Property and Assignment of LLC Interest; and (3) for Permission to Submit Points and Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(e) Declaration of Service 09/05/2019 V/AA00844

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DESCRIPTION DATE FILED VOL./PAGE NO. Appendix of Exhibits in Support of Reply to 09/06/2019 V/AA00845-00861 Opposition to Defendant's Motion for Summary Judgement, to Dismiss, for Protective Order and for Attorney Fees and Opposition to Countermotion (1) to Dismiss or, in the Alternative, for Summary Judgement as to Defendant's Causes of Action for Intentional Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Promissory Estoppel; Express Agreement Implied Agreement; and Malicious Abuse of Process; (2) for Summary Judgement Setting Aside Deeds of Real Property and Assignment of LLC Interest; and (3) for Permission to Submit Points and Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(e) Reply to Opposition to Defendant's Motion for 09/06/2019 V/AA00862-Summary Judgement, to Dismiss, for Protective 00879 Order and for Attorney Fees and Opposition to Countermotion (1) to Dismiss or, in the Alternative, for Summary Judgement as to Defendant's Causes of Action for Intentional Misrepresentation/Fraud; Negligent Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Promissory Estoppel; Express Agreement; Implied Agreement; and Malicious Abuse of Process; (2) for Summary Judgement Setting Aside Deeds of Real Property and Assignment of LLC Interest; and (3) for Permission to Submit Points and Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(e) Minute Order 09/10/2019 V/AA00880-00881

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII		
DESCRIPTION	DATE FILED	VOL./PAGE NO.
Declaration of Service	11/01/2019	V/AA00882
Notice of Taking Custodian of Records Deposition and Seven Day Notice of Intent to Serve Subpoena Duces Tecum	12/09/2019	V/AA00883- 00885
Declaration of Service	12/20/2019	V/AA00886
Defendant's Second Supplemental Witness List (Non-Expert)	12/27/2019	V/AA00887- 00891
Trial Subpoena Robert Semonian	01/28/2020	V/AA00892- 00898
Trial Subpoena Shannon L. Evans, Esq.	01/28/2020	V/AA00899- 00905
Trial Subpoena	01/29/2020	V/AA00906- 00909
Declaration of Service	02/04/2020	V/AA00910
Declaration of Service	02/05/2020	V/AA00911
Stipulation and Order to Extend Filing of Pre- Trial Memorandum and Trail Exhibits	02/06/2020	V/AA00912- 00913
Defendant's Pre-Trial Memorandum	02/07/2020	V/AA00914- 00932
Plaintiff Thomas Pickens Pretrial Memorandum	02/07/2020	V/AA00933- 00950
Plaintiff's Request for the Court to Take Judicial Notice Pursuant to NRS 47.130	02/10/2020	V/AA00951- 00954
Plaintiff Thomas Pickens General Financial Disclosure Form-Trial	02/11/2020	V/AA00955- 00962
Receipt of Copy	02/11/2020	V/AA00963
General Financial Disclosure Form	02/13/2020	V/AA00964- 00981
Notice of Non-Opposition to Plaintiff's Request for the Court to Take Judicial Notice Pursuant to NRS 47.130	02/13/2020	V/AA00982- VII/AA01254

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII		
Supplemental Exhibit in Support of Notice of Non-Opposition to Plaintiff's Request for the Court to Take Judicial Notice Pursuant to NRS 47.130	02/13/2020	VII/AA01255- VIII/AA01727
Court Minutes	02/14/2020	VIII/AA01728
Notice of Intent to Appear by Communication Equipment	02/20/2020	VIII/AA01729- IX/01768
Plaintiff's Request for the Court to take Judicial Notice Pursuant to NRS 47.130	02/20/2020	IX/AA01769- 01770
Plaintiff's Request for the Court to take Judicial Notice Pursuant to NRS 47.130	02/20/2020	IX/AA01771- 01780
Court Minutes	02/21/2020	IX/AA01781- 01793
Notice of Hearing	03/20/2020	IX/AA01794- 01798
Stipulation and Order to Continue Day Three of Trial	06/24/2020	IX/AA01799- 01800
Notice of Entry of Stipulation and Order	06/25/2020	IX/AA01801- 01810
Notice of Change of Firm	06/26/2020	IX/AA01811- 01819
Court Minutes	07/20/2020	IX/AA01820- 01823
Estimated Cost of Expedited Transcripts	07/22/2020	IX/AA01824- 01826
Notice of Hearing	08/26/2020	IX/AA1827- X/AA2051
Final Billing for Transcripts	09/01/2020	X/AA02052- 02054
Transcript RE: Non-Jury Trial	09/01/2020	X/AA02055- 02070
Transcript RE: Non-Jury Trial Day 2	09/01/2020	X/AA02071- 02086

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX		
VOLUME X OF X DESCRIPTION	DATE FILED	VOL./PAGE NO.
Notice of Appearance of Co-Counsel for Defendant	10/16/2020	X/AA02087- 02122
Notice of Hearing	10/26/2020	X/AA02123- 02190
Notice of Hearing	11/17/2020	X/AA02191- 02201
Notice of Hearing	11/25/2020	X/AA02202- 02209
Court Minutes	01/22/2021	X/AA02210- 02220
Notice of Hearing	01/22/2021	X/AA02221- 02232
Notice of Change of Firm Address	01/27/2021	X/AA02233- 02243
Notice of Hearing	02/23/2021	X/AA02244- XI/AA02252
Court Minutes	03/05/2021	XI/AA02253- 02261
Notice of Hearing	03/08/2021	XI/AA02262- 02271
Court Minutes	03/12/2021	XI/AA02272- 02284
Court Minutes	04/02/2021	XI/AA02285- 02301
Defendant's EDCR 7.27 Brief	04/02/2021	XI/AA02302- 02320
Stipulation and Order to Extend Briefing Deadlines	04/14/2021	XI/AA02321- 02329
Notice of Entry of Stipulation and Order	04/19/2021	XI/AA02330- 02351
Stipulation and Order to Extend Briefing Deadline	04/22/2021	XI/AA02352- 02369

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED DESCRIPTION VOL./PAGE NO. Plaintiff's Closing Argument 04/23/2021 XI/AA02370-02834 Plaintiff's Request for the Court to Take 04/23/2021 XI/AA02835-Judicial Notice Pursuant to NRS 47.130 02406 Plaintiff's Request for the Court to Take 04/23/2021 XI/AA02407-Judicial Notice Pursuant to NRS 47.130 02424 Plaintiff's Request for the Court to Take 04/23/2021 XI/AA02425-Judicial Notice Pursuant to NRS 47.130 02443 Defendant's Closing Argument Brief XI/AA02444-05/28/2021 02467 Stipulation and Order to Extend Deadline for 06/14/2021 XI/AA02468-Plaintiff to File His Rebuttal Brief 02488 Plaintiff's Rebuttal to Defendant's Closing 06/15/2021 XI/AA02489-XII/AA02524 Argument Notice of Change of Firm Address 08/01/2021 XII/AA02525-02567 Findings of Fact, Conclusions of Law and 08/03/2021 XII/AA02568-02613 Judgement Notice of Entry of Findings of Fact, XII/AA02614-08/05/2021 Conclusions of Law, and Judgement 02657 XII/AA02658-Defendant Danka K. Michaels Memorandum of 08/25/2021 Fees and Costs 02671 Exhibit of Appendix to Defendant Danka K. 08/25/2021 XII/AA02672-02716 Michaels Memorandum of Fees and Costs XII/AA02717-Case Appeal Statement 09/02/2021 02743 Notice of Appeal 09/02/2021 XII/AA02744-XIII/AA02768 Estimated Cost of Transcript 09/07/2021 XIII/AA02769-02791 Estimated Costs of Transcript 09/07/2021 XIII/AA02792-02822

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DESCRIPTION DATE FILED VOL./PAGE NO. Plaintiff's Objection to Defendant Danka K. 09/07/2021 XIII/AA02823-Michaels' Memorandum of Fees and Costs 02854 Defendant's Reply to Plaintiff's Objection to XIII/AA02855-09/20/2021 Memorandum of Fees and Costs 02885 Certification of Transcripts Notification of 10/28/2021 XIII/AA02886-Completion 02913 XIII/AA02914-Final Billing for Transcripts 10/28/2021 02956 Transcript RE: Non-Jury Trial Day 3 XIII/AA02957-10/28/2021 XIV/AA03007 Transcript RE: Non-Jury Trial Day 4 10/28/2021 XIV/AA03008-03040 Transcript RE: Non-Jury Trial Day 5 XIV/AA03041-10/28/2021 03054 Receipt of Copy 11/10/2021 XIV/AA03055-03069 Plaintiff's Trial Exhibit 1 - Photographs of the 02/14/2020 XIV/AA03070parties' wedding on April 7, 2002 and 03083 announcement Plaintiff's Trial Exhibit 2 - Litterae 02/14/2020 XIV/AA03084-Matrimoniales (Marriage Certificate) of Thomas 03096 Pickens and Danka Katarina Oltusova dated April 7, 2002 Plaintiff's Trial Exhibit 3 - Medical Records 02/14/2020 XIV/AA03097for Tom Pickens produced by Danka Michaels, 03111 his physician Plaintiff's Trial Exhibit 4 - Nevada 02/14/2020 XIV/AA03112-Prescription Monitoring Program Prescription 03116 log for Tom Pickens Plaintiff's Trial Exhibit 5 - Chain of Title with XIV/AA03117-02/14/2020 Applicable Deeds for 9517 Queen Charlotte 03127 Drive, Las Vegas, Nevada 89145

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Plaintiff's Trial Exhibit 6 - Chain of Title with 02/14/2020 XIV/AA03128-Applicable Deeds for 7608 Lowe Avenue, Las 03136 Vegas, Nevada 89131 Plaintiff's Trial Exhibit 7 - Affidavit of 02/14/2020 XIV/AA03137-Custodian of Records and file from First 03150 American Title Company—purchase of 9517 Queen Charlotte Drive, Las Vegas, Nevada 89145 on October 7, 2004 Plaintiff's Trial Exhibit 8 - Certificate of 02/14/2020 XIV/AA03151-03164 Custodian of Records for Ticor Title of Nevada—purchase of 7608 Lowe Avenue, Las Vegas, Nevada 89131 on February 28, 2011 XIV/AA3165-Plaintiff's Trial Exhibit 9 - 2005 1040 Income 02/14/2020 Tax Return for Thomas A. Pickens 03180 Plaintiff's Trial Exhibit 10 - 2006 1040 XIV/AA03181-02/14/2020 Income Tax Return for Thomas A. Pickens 03196 Plaintiff's Trial Exhibit 11 - 2007 1040 02/14/2020 XIV/AA03197-Income Tax Return for Thomas A. Pickens 03210 XIV/AA03211-Plaintiff's Trial Exhibit 12 - 2008 1040 02/14/2020 Income Tax Return for Thomas A. Pickens 03224 Plaintiff's Trial Exhibit 13 - 2009 1040 02/14/2020 XIV/AA03225-Income Tax Return for Thomas A. Pickens XV/AA03262 Plaintiff's Trial Exhibit 14 - 2010 1040 02/14/2020 XV/AA03263-03319 Income Tax Return for Thomas A. Pickens Plaintiff's Trial Exhibit 15 - 2011 1040 02/14/2020 XV/AA03320-Income Tax Return for Thomas A. Pickens 03372 Plaintiff's Trial Exhibit 16 - 2012 1040 02/14/2020 XV/AA03373-Income Tax Return for Thomas A. Pickens 03429 Plaintiff's Trial Exhibit 17 - 2013 1040 02/14/2020 XV/AA03430-Income Tax Return for Thomas A. Pickens 03478 Plaintiff's Trial Exhibit 18 - 2014 1040 02/14/2020 XV/AA03479-03494 Income Tax Return for Thomas A. Pickens

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 19 - 2015 1040 02/14/2020 XV/AA03495-Income Tax Return for Thomas A. Pickens XVI/AA03543 Plaintiff's Trial Exhibit 20 - 2016 1040 XVI/AA03544-02/14/2020 Income Tax Return for Thomas A. Pickens 03639 Plaintiff's Trial Exhibit 21 - 2005 1040 02/14/2020 XVI/AA03640-Income Tax Return for Danka Michaels 03735 Plaintiff's Trial Exhibit 22 - 2006 1040 XVI/AA03736-02/14/2020 Income Tax Return for Danka Michaels XVII/AA03823 Plaintiff's Trial Exhibit 23 - 2007 1040 02/14/2020 XVII/AA03824-Income Tax Return for Danka Michaels 03848 Plaintiff's Trial Exhibit 24 - 2008 1040 02/14/2020 XVII/AA03849-Income Tax Return for Danka Michaels 03998 Plaintiff's Trial Exhibit 25 - 2009 1040 02/14/2020 XVII/AA03999 Income Tax Return for Danka Michaels XVIII/AA04127 Plaintiff's Trial Exhibit 26 - 2010 1040 02/14/2020 XVIII/AA04128-Income Tax Return for Danka Michaels 04239 Plaintiff's Trial Exhibit 27 - 2011 1040 02/14/2020 XVIII/AA04240-Income Tax Return for Danka Michaels XIX/AA04361 Plaintiff's Trial Exhibit 28 - 2012 1040 02/14/2020 XIX/AA04362-Income Tax Return for Danka Michaels 04482 Plaintiff's Trial Exhibit 29 - 2013 1040 02/14/2020 XIX/AA04483-Income Tax Return for Danka Michaels XX/AA04646 Plaintiff's Trial Exhibit 30 - 2014 1040 02/14/2020 XX/AA04647-Income Tax Return for Danka Michaels XXI/AA04755 Plaintiff's Trial Exhibit 31 - 2015 1040 02/14/2020 XXI/AA04756-Income Tax Return for Danka Michaels 04842 Plaintiff's Trial Exhibit 32 - 2016 1040 02/14/2020 XXI/AA04843-Income Tax Return for Danka Michaels 04879 Plaintiff's Trial Exhibit 35 - 2006 1120S XXI/AA04880-02/14/2020 Income Tax Return for Danka K. Michaels MD, 04908 PC

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 36 - 2007 1120S 02/14/2020 XXI/AA04909-Income Tax Return for Danka K. Michaels MD, XXII/AA05059 PC Plaintiff's Trial Exhibit 37 - 2008 1120S 02/14/2020 XXII/AA05060-Income Tax Return for Danka K. Michaels MD, 05200 PC Plaintiff's Trial Exhibit 38 - 2009 1120S 02/14/2020 XXII/AA05201-Income Tax Return for Danka K. Michaels MD, XXIII/AA05305 PC Plaintiff's Trial Exhibit 39 - 2010 1120S 02/14/2020 XXIII/AA05306-05391 Income Tax Return for Danka K. Michaels MD, PC Plaintiff's Trial Exhibit 40 - 2011 1120S 02/14/2020 XXIII/AA05392-05488 Income Tax Return for Danka K. Michaels MD, PC Plaintiff's Trial Exhibit 41 - 2012 1120S 02/14/2020 XXIII/AA05489-Income Tax Return for Danka K. Michaels MD, XXIV/AA05577 PC Plaintiff's Trial Exhibit 42 - 2013 1120S 02/14/2020 XXIV/AA05578-Income Tax Return for Danka K. Michaels MD, 05669 PC Plaintiff's Trial Exhibit 43 - 2014 1120S 02/14/2020 XXIV/AA05670-Income Tax Return for Danka K. Michaels MD, XXV/AA05758 PC Plaintiff's Trial Exhibit 44 - 2015 1120S 02/14/2020 XXV/AA05759-05802 Income Tax Return for Danka K. Michaels MD, PC Plaintiff's Trial Exhibit 45 - 2016 1120S 02/14/2020 XXV/AA05803-Income Tax Return for Danka K. Michaels MD, 05934 Plaintiff's Trial Exhibit 46 - 2017 1120S 02/14/2020 XXV/AA005935-Income Tax Return for Danka K. Michaels MD, XXVI/AA06106 PC

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 47 - 2012 1065 02/14/2020 XXVI/AA06107-Income Tax Return for Patience One LLC XXVII/AA06297 Plaintiff's Trial Exhibit 48 - 2013 1065 XXVII/AA06298-02/14/2020 Income Tax Return for Patience One LLC 06490 02/14/2020 XXVII/AA06491-Plaintiff's Trial Exhibit 49 - 2014 1065 XXVIII/ Income Tax Return for Patience One LLC AA06589 Plaintiff's Trial Exhibit 50 - 2015 1065 02/14/2020 XXVIII/ Income Tax Return for Patience One LLC AA06590-06672 Plaintiff's Trial Exhibit 51 - 2016 1065 02/14/2020 XXVIII/ AA06673-06691 Income Tax Return for Patience One LLC 02/14/2020 XXVIII/ Plaintiff's Trial Exhibit 52 - 2008 1120 AA06692-Income Tax Return for Blue Point Development XXIX/ LLC AA06759 Plaintiff's Trial Exhibit 53 - 2009 1120 02/14/2020 XXIX/ Income Tax Return for Blue Point Development AA06760-06832 LLC Plaintiff's Trial Exhibit 54 - 2010 1120 02/14/2020 XXIX/ AA06833-06862 Income Tax Return for Blue Point Development LLC Plaintiff's Trial Exhibit 55 - 2011 1120 02/14/2020 XXIX/ AA06863-06912 Income Tax Return for Blue Point Development LLC Plaintiff's Trial Exhibit 56 - 2012 1120 02/14/2020 XXIX/ Income Tax Return for Blue Point Development AA06913-06930 LLC Plaintiff's Trial Exhibit 57 - 2013 1120 02/14/2020 XXIX/ Income Tax Return for Blue Point Development AA06931-06962 LLC Plaintiff's Trial Exhibit 58 - 2014 1120 02/14/2020 XXIX/ Income Tax Return for Blue Point Development AA06963-06998 LLC

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DESCRIPTION DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 59 - 2015 1120 02/14/2020 XXIX/ AA06999 Income Tax Return for Blue Point Development LLC Plaintiff's Trial Exhibit 60 - 2016 1120 02/14/2020 XXX/AA07000 Income Tax Return for Blue Point Development LLC Plaintiff's Trial Exhibit 63 - Wells Fargo 02/14/2020 XXX/AA07001-Business Checking #9112 titled in the name of 07002 Blue Point Development 05/29/2014 through 12/31/2014 Plaintiff's Trial Exhibit 65 - Wells Fargo 02/14/2020 XXX/AA07003-Business Checking #9112 titled in the name of 07006 Blue Point Development 01/01/2015 through 12/31/2015 Plaintiff's Trial Exhibit 67 - Wells Fargo 02/14/2020 XXX/AA07007-Business Checking #9112 titled in the name of 07008 Blue Point Development 01/01/2016 through 12/31/2016 Plaintiff's Trial Exhibit 69 - Wells Fargo 02/14/2020 XXX/AA07009-Business Checking #9112 titled in the name of 07010 Blue Point Development 01/01/2017 through 12/31/2017 Plaintiff's Trial Exhibit 70 - Wells Fargo 02/14/2020 XXX/AA07011 Business Checking #9112 titled in the name of Blue Point Development 01/01/2018 through 12/31/2018 02/14/2020 XXX/AA07012-Plaintiff's Trial Exhibit 71 - Wells Fargo Business Checking #9112 titled in the name of 07013 Blue Point Development 01/01/2019 through 04/30/19 Plaintiff's Trial Exhibit 74 - Wells Fargo 02/14/2020 XXX/AA07014 Checking ending 3436 titled in the names of Thomas A. Pickens and Danka K. Michaels 07/01/2014 through 12/31/14

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII		
Plaintiff's Trial Exhibit 76 - Wells Fargo Checking ending 3436 titled in the names of Thomas A. Pickens and Danka K. Michaels 01/01/2015 through 12/31/15	02/14/2020	XXX/AA07015- 07016
Plaintiff's Trial Exhibit 78 - Wells Fargo Checking ending 3436 titled in the names of Thomas A. Pickens and Danka K. Michaels 01/01/2016 through 12/31/16	02/14/2020	XXX/AA07017- 07050
Plaintiff's Trial Exhibit 79 - Wells Fargo Checking ending 3436 titled in the names of Thomas A. Pickens and Danka K. Michaels 01/01/2017 through 12/31/17	02/14/2020	XXX/AA07051
Plaintiff's Trial Exhibit 80 - Wells Fargo Checking ending 3436 titled in the names of Thomas A. Pickens and Danka K. Michaels 01/01/2018 through 04/30/18	02/14/2020	XXX/AA07052
Plaintiff's Trial Exhibit 82 - American Express Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/30/10 through 12/15/11	02/14/2020	XXX/AA07053
Plaintiff's Trial Exhibit 83 - American Express Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/16/11 through 12/14/12	02/14/2020	XXX/AA07054- 07057
Plaintiff's Trial Exhibit 84 - American Express Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/15/12 through 12/15/13	02/14/2020	XXX/AA07058
Plaintiff's Trial Exhibit 85 - American Express Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/16/13 through 12/15/14	02/14/2020	XXX/AA07059

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX		
VOLUME X OF XXXVII		
DESCRIPTION	DATE FILED	VOL./PAGE NO.
Plaintiff's Trial Exhibit 86 - American Express Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/16/14 through 12/15/15	02/14/2020	XXX/AA07060
Plaintiff's Trial Exhibit 87 - American Express Statements #72004 Thomas Pickens card #72004 #73002 Danka Michaels card #72020 12/16/15 through 12/15/16	02/14/2020	XXX/AA07061- 07092
Plaintiff's Trial Exhibit 88 - American Express Statements #72004 Thomas Pickens card #73002 Danka Michaels card #72020 12/16/16 through 12/15/17	02/14/2020	XXX/AA07093- 07095
Plaintiff's Trial Exhibit 89 - American Express Statements #72004 Thomas Pickens card #73002 Danka Michaels card #72020 12/16/17 through 12/15/18	02/14/2020	XXX/AA07096- 07204
Plaintiff's Trial Exhibit 90 - American Express Statements #72004 Thomas Pickens card #73002 Danka Michaels card #72020 12/16/18 through 04/14/19	02/14/2020	XXX/AA07205- 07228
Plaintiff's Trial Exhibit 93 - Lowes house summary with supporting Wells Fargo Home Mortgage #9607 (PMA #3436) titled in the names of Danka Katarina Michaels and Thomas A. Pickens 07/02/14 through 07/01/2016	02/14/2020	XXX/AA07229- 07230
Plaintiff's Trial Exhibit 97 - American Express Statements #63006 titled in the name of Thomas Pickens 12/08/10 through 12/08/11	02/14/2020	XXX/AA07231
Plaintiff's Trial Exhibit 98 - American Express Statements #63006 titled in the name of Thomas Pickens 12/09/11 through 12/07/12	02/14/2020	XXX/AA07232- 07236

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Plaintiff's Trial Exhibit 99 - American Express 02/14/2020 XXX/AA07237-Statements #63006 titled in the name of Thomas 07239 Pickens 12/08/12 through 12/08/13 Plaintiff's Trial Exhibit 100 - American Express XXX/AA07240-02/14/2020 Statements #63006 titled in the name of Thomas 07247 Pickens 12/09/13 through 12/08/14 Plaintiff's Trial Exhibit 101 - American Express 02/14/2020 XXX/AA07248-Statements #63006 titled in the name of Thomas 07250 Pickens 12/09/14 through 12/08/15 Plaintiff's Trial Exhibit 102 - American Express 02/14/2020 XXXI/AA07251-07255 Statements #63006 titled in the name of Thomas Pickens 12/09/15 through 12/08/16 Plaintiff's Trial Exhibit 103 - American Express 02/14/2020 XXXI/AA07256-Statements #63006 titled in the name of Thomas 07258 Pickens 12/09/16 through 12/08/17 Plaintiff's Trial Exhibit 104 - American Express 02/14/2020 XXXI/AA07259 Statements #63006 titled in the name of Thomas Pickens 01/08/18 through 12/07/18 Plaintiff's Trial Exhibit 105 - American Express 02/14/2020 XXXI/AA07260 Statements #63006 titled in the name of Thomas Pickens 12/08/18 through 05/08/19 Plaintiff's Trial Exhibit 106 - American Express 02/14/2020 XXXI/AA07261-#51001 titled in the name of Blue Point 07262 Development 12/05/12 through 12/20/13 02/14/2020 Plaintiff's Trial Exhibit 107 - American Express XXXI/AA07263 #51001 titled in the name of Blue Point Development 12/21/13 through 12/19/14 Plaintiff's Trial Exhibit 108 - American Express 02/14/2020 XXXI/AA07264-XXXII/AA #51001 titled in the name of Blue Point Development 12/20/14 through 12/20/15 07516 XXXII/AA Plaintiff's Trial Exhibit 109 - American Express 02/14/2020 #51001 titled in the name of Blue Point 07517-07682 Development 12/21/15 through 12/20/16

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Plaintiff's Trial Exhibit 110 - American Express 02/14/2020 XXXII/AA #51001 titled in the name of Blue Point 07683-07685 Development 12/21/16 through 12/20/17 Plaintiff's Trial Exhibit 111 - American Express 02/14/2020 XXXII/AA 07686-07687 #51001 titled in the name of Blue Point Development 12/21/17 through 12/20/18 Plaintiff's Trial Exhibit 112 - American Express 02/14/2020 XXXII/AA 07688-07689 #51001 titled in the name of Blue Point Development 12/21/18 through 04/19/19 Plaintiff's Trial Exhibit 113 - Bank of America 02/14/2020 XXXII/AA 07690-07691 Bank Statements #2561 titled in the name of Blue Point Development 10/29/12 through 02/28/14 Plaintiff's Trial Exhibit 114 - Bank of America 02/14/2020 XXXII/AA Bank Statements #0222 titled in the name of 07692-07693 Patience One LLC 11/01/12 through 12/31/13 **Plaintiff's Trial Exhibit 115 - Wells Fargo Visa** 02/14/2020 XXXII/AA 07694-07695 #0648 titled in the name of Thomas Pickens 06/06/17 through 12/08/17 Plaintiff's Trial Exhibit 116 - Wells Fargo Visa 02/14/2020 XXXII/AA 07696-07698 #0648 titled in the name of Thomas Pickens 12/09/17 through 12/07/18 Plaintiff's Trial Exhibit 117 - Wells Fargo Visa 02/14/2020 XXXII/AA #0648 titled in the name of Thomas Pickens 07699-07700 12/08/18 through 05/08/19 02/14/2020 Plaintiff's Trial Exhibit 118 - Wells Fargo XXXII/AA Checking #8952 titled in the name of Thomas 07701-07702 Pickens 10/16/18 through 12/31/18 Plaintiff's Trial Exhibit 119 - Wells Fargo 02/14/2020 XXXII/AA Checking #8952 titled in the name of Thomas 07703-07704 Pickens 01/01/19 through 04/30/19 Plaintiff's Trial Exhibit 125 - Land Rover XXXII/AA 02/14/2020 Financial Group statement 12/13/13 - 01/12/1407705-07706

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 126 - Lexus Statement 02/14/2020 XXXII/AA 07707 -12/24/13Plaintiff's Trial Exhibit 127 - Southwest 02/14/2020 XXXII/AA Pension Services – Danka Michaels. Statements 07708-09/03/2013 and 12/31/13 XXXIII/AA 07769 Plaintiff's Trial Exhibit 128 - Valic – Danka 02/14/2020 XXXIII/AA 07770-07772 Michalecko statements 9/30/13, 12/31/13, and 9/30/15 Plaintiff's Trial Exhibit 129 - Pinnacle Health 02/14/2020 XXXIII/AA Systems – Danka K. Michaels. Statements 07773-07778 9/30/13 and 12/31/13 Plaintiff's Trial Exhibit 132 - Danka Michaels 02/14/2020 XXXIII/AA 07779-07780 Pinnacle Health Systems Statement 7/1/15 02/14/2020 Plaintiff's Trial Exhibit 133 - Bank of the West XXXIII/AA – 2015 Porsche statement 12.2.14 07781-07841 Plaintiff's Trial Exhibit 134 - Life Insurance 02/14/2020 XXXIII/AA Statement 11/25/15 07842-07849 Plaintiff's Trial Exhibit 138 - Thomas Pickens 02/14/2020 XXXIII/AA UBS Retirement statements dated June 2017 and 07850-07857 October-December 2017 (Supplemental Response to Request for Production No. 16.) Plaintiff's Trial Exhibit 144 - JP Morgan 02/14/2020 XXXIII/AA 07858-07866 Statements, Danka K. Michaels IRA, August 31, 2019 through September 30, 2019 Plaintiff's Trial Exhibit 146 - Plaintiff email 02/14/2020 XXXIII/AA dated April 3, 2014 07867-07919 Plaintiff's Trial Exhibit 147 - Plaintiff email XXXIII/AA 02/14/2020 07920-07922 dated August 26, 2014 Plaintiff's Trial Exhibit 148 - Plaintiff email 02/14/2020 XXXIII/AA 07923-07930 dated May 22, 2013 Plaintiff's Trial Exhibit 149 - Plaintiff email 02/14/2020 XXXIII/AA dated July 9, 2012 07931-07933

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DESCRIPTION DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 150 - Plaintiff email 02/14/2020 XXXIII/AA 07934-07964 dated May 9, 2012 Plaintiff's Trial Exhibit 151 - Plaintiff email 02/14/2020 XXXIII/AA 07965-07998 dated November 13, 2011 Plaintiff's Trial Exhibit 152 - Plaintiff email 02/14/2020 XXXIII/AA 07999dated December 2, 2016 XXXIV/AA 08018 Plaintiff's Trial Exhibit 153 - Plaintiff email 02/14/2020 XXXIV/AA dated June 30, 2014 08019-08202 Plaintiff's Trial Exhibit 154 - #002651 Emails 02/21/2020 XXXIV/AA between Dr. Michaels and R. Semonian 08203-08209 Plaintiff's Trial Exhibit 155 – NV Prescription 02/21/2020 XXXIV/AA Monitoring Program 08210-08247 Plaintiff's Trial Exhibit 156 – Request to appeal 02/21/2020 XXXIV/AA denial of unemployment benefits 08248 **Defendant's Trial Exhibit A** – Plaintiff's 02/14/2020 XXXIV/AA 08249 Response to Defendant's First Request for Production of Documents and Tangible Things from Plaintiff (with certain attachments thereto) **Defendant's Trial Exhibit C** – Documentation 02/14/2020 XXXIV/AA of \$450,000 loan taken by Danka K. Michaels, 08250-M.D., PC for tenant improvements XXXV/AA 08257 **Defendant's Trial Exhibit G – Records** 02/14/2020 XXXV/AA produced by Equity Title, LLC, in response to 08258-08270 Subpoena Duces Tecum for Blue Mesa property (Affidavit and relevant documents) **Defendant's Trial Exhibit J** – Plaintiff's Decree XXXV/AA 02/14/2020 of Divorce filed June 26, 2021 08271

CHRONOLOGICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII VOL./PAGE NO. **DESCRIPTION** DATE FILED **Defendant's Trial Exhibit K** – Blue Point 02/14/2020 XXXV/AA 08272 Development account statement and record produced by Wells Fargo Bank, in response to Subpoena Duces Tecum 02/14/2020 XXXV/AA **Defendant's Trial Exhibit L** – Wells Fargo billing Statement dated November 2016 08273-XXXVI/AA 08571 **Defendant's Trial Exhibit M** – Notice of Entry 02/14/2020 XXXVI/AA of Findings of Fact and Conclusions of Law filed 08572on June 1, 2018 in the matter of Bluepoint XXXVII/AA Development Inc. v. Patience One, LLC 08867 **Defendant's Trial Exhibit N** – Records XXXVII/AA 02/14/2020 evidencing attorney's fees and expert fees paid by 08868-08938 Defendant in this action Receipt of Copy 11/10/2021 XXXVII/AA 08939

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII VOL./PAGE NO. **DESCRIPTION** DATE FILED Affidavit of Process Server 11/02/2017 I/AA00017-00022 Amended Notice of Taking Videotaped 03/05/2019 II/AA00376-Deposition 00378 Answer to First Amended Complaint for I/AA00189-00211 05/02/2018 Divorce; for Set Aside of Deeds of Real Property and Assignment of L.L.C. Interest; and for Alternative Equitable Relief Under the Putative Spouse Doctrine; Affirmative Defenses and Counterclaim Answer to Second Amended Complaint for 11/19/2018 II/AA00306-Equitable Relief Under (1) the Putative Spouse 00329 Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under Michoff; and to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest; Affirmative Defenses and Counterclaim Appendix of Exhibits in Support of Defendant's 08/01/2019 III/AA00567-Motion for Summary Judgement, to Dismiss, for IV/AA00702 Protective Order and for Attorney Fees Appendix of Exhibits in Support of Defendant's 04/22/2019 II/AA00398-Motion to Compel Discovery Responses 00440 $I/AA00025-000\overline{44}$ Appendix of Exhibits in Support of Defendant's 11/29/2017

Motion to Dismiss

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED DESCRIPTION VOL./PAGE NO. Appendix of Exhibits in Support of Reply to 09/06/2019 V/AA00845-00861 Opposition to Defendant's Motion for Summary Judgement, to Dismiss, for Protective Order and for Attorney Fees and Opposition to Countermotion (1) to Dismiss or, in the Alternative, for Summary Judgement as to Defendant's Causes of Action for Intentional Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Promissory Estoppel; Express Agreement Implied Agreement; and Malicious Abuse of Process; (2) for Summary Judgement Setting Aside Deeds of Real Property and Assignment of LLC Interest; and (3) for Permission to Submit Points and Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(e) Appendix of Exhibits to Plaintiff's Opposition 08/19/2019 V/AA00763to Defendant's Motion for Summary Judgement, 00813 to Dismiss, for Protective Order and for Attorney Fees and Countermotion 1) to Dismiss or, in the Alternative, for Summary Judgement as to Defendant's Causes of Action for Intentional Misrepresentation/Fraud; Negligent Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Promissory Estoppel; Express Agreement; Implied Agreement; and Malicious Abuse of Process; (2) for Summary Judgement Setting Aside Deeds of Real Property and Assignment of LLC Interest; and (3) for Permission to Submit Points and Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(e) Appendix of Exhibits to Plaintiff's Response 05/13/2019 II/AA00468and Opposition to Defendant's Motion to 00495

Compel Discovery Responses

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII VOL./PAGE NO. **DESCRIPTION** DATE FILED Case and Trial Management Order 09/10/2018 II/AA00272-00274 Case Appeal Statement 09/02/2021 XII/AA02717-02743 Case Management Order – Domestic II/AA00389-03/21/2019 00394 Certificate of Service 09/11/2018 II/AA00277-00278 Certificate of Service 01/09/2019 II/AA00359-00360 XIII/AA02886-Certification of Transcripts Notification of 10/28/2021 Completion 02913 Complaint for Divorce and for Set Aside of 10/24/2017 I/AA00001-00015 Deeds of Real Property and Assignment of L.L.C. Interest Court Minutes 01/25/2018 I/AA00142-00143 Court Minutes 02/23/2018 I/AA00144-00145 Court Minutes 09/10/2018 II/AA00275-00276 Court Minutes 02/14/2020 VIII/AA01728 Court Minutes 02/21/2020 IX/AA01781-01793 Court Minutes 07/20/2020 IX/AA01820-01823 X/AA02210-Court Minutes 01/22/2021 02220 Court Minutes 03/05/2021 XI/AA02253-02261 Court Minutes 03/12/2021 XI/AA02272-02284 XI/AA02285-Court Minutes 04/02/2021 02301

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. 11/21/2018 Declaration of Danka K. Michaels in Support of II/AA00330-00332 Answer to Second Amended Complaint for Equitable Relief Under (1) the Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under *Michoff*; and to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest; Affirmative Defenses and Counterclaim Declaration of Service 07/13/2018 I/AA00230 Declaration of Service 07/19/2018 I/AA00238 V/AA00844 Declaration of Service 09/05/2019 Declaration of Service 11/01/2019 V/AA00882 V/AA00886 Declaration of Service 12/20/2019 V/AA00910 Declaration of Service 02/04/2020 Declaration of Service 02/05/2020 V/AA00911 Declaration of Service Robert Semonian 08/03/2018 I/AA00243 Declaration of Service Shannon L. Evans 08/03/2018 I/AA00244 Defendant Danka K. Michaels Memorandum of 08/25/2021 XII/AA02658-02671 Fees and Costs Defendant's Closing Argument Brief XI/AA02444-05/28/2021 02467 Defendant's EDCR 7.27 Brief 04/02/2021 XI/AA02302-02320 Defendant's Motion to Compel Discovery 04/22/2019 II/AA00441-00458 Reponses Defendant's Pre-Trial Memorandum 02/07/2020 V/AA00914-00932 Defendant's Reply to Plaintiff's Objection to 09/20/2021 XIII/AA02855-Memorandum of Fees and Costs 02885 Defendant's Second Supplemental Witness List 12/27/2019 V/AA00887-

00891

(Non-Expert)

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Defendant's Supplemental Witness List (Non-04/24/2019 II/A A 00460-Expert) 00464 **Defendant's Trial Exhibit A** – Plaintiff's 02/14/2020 XXXIV/AA 08249 Response to Defendant's First Request for Production of Documents and Tangible Things from Plaintiff (with certain attachments thereto) **Defendant's Trial Exhibit C** – Documentation 02/14/2020 XXXIV/AA of \$450,000 loan taken by Danka K. Michaels, 08250-M.D., PC for tenant improvements XXXV/AA 08257 **Defendant's Trial Exhibit G – Records** 02/14/2020 XXXV/AA produced by Equity Title, LLC, in response to 08258-08270 Subpoena Duces Tecum for Blue Mesa property (Affidavit and relevant documents) **Defendant's Trial Exhibit J** – Plaintiff's Decree 02/14/2020 XXXV/AA 08271 of Divorce filed June 26, 2021 **Defendant's Trial Exhibit K** – Blue Point 02/14/2020 XXXV/AA 08272 Development account statement and record produced by Wells Fargo Bank, in response to Subpoena Duces Tecum **Defendant's Trial Exhibit L** – Wells Fargo 02/14/2020 XXXV/AA billing Statement dated November 2016 08273-XXXVI/AA 08571 02/14/2020 **Defendant's Trial Exhibit M** – Notice of Entry XXXVI/AA of Findings of Fact and Conclusions of Law filed 08572-XXXVII/AA on June 1, 2018 in the matter of *Bluepoint* Development Inc. v. Patience One, LLC 08867 **Defendant's Trial Exhibit N** – Records 02/14/2020 XXXVII/AA evidencing attorney's fees and expert fees paid by 08868-08938 Defendant in this action Defendant's Witness List (Non-Expert) 02/20/2019 II/AA00371-00375

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DESCRIPTION DATE FILED VOL./PAGE NO. Estimated Cost of Expedited Transcripts 07/22/2020 IX/AA01824-01826 Estimated Cost of Transcript 09/07/2021 XIII/AA02769-02791 **Estimated Costs of Transcript** 09/07/2021 XIII/AA02792-02822 I/AA00064-00093 Exhibit Appendix to Opposition to Defendant's 12/20/2017 Motion to Dismiss and Countermotion for Attorney's Fees and Costs Exhibit of Appendix to Defendant Danka K. 08/25/2021 XII/AA02672-Michaels Memorandum of Fees and Costs 02716 Final Billing for Transcripts 09/01/2020 X/AA02052-02054 Final Billing for Transcripts 10/28/2021 XIII/AA02914-02956 Findings of Fact, Conclusions of Law and 08/03/2021 XII/AA02568-Judgement 02613 First Amended Compliant for Divorce; for Set I/AA00174-00188 03/22/2018 Aside of Deeds of Real Property and Assignment of L.L.C. Interest; and for Alternative Equitable Relief Under the Putative Spouse Doctrine General Financial Disclosure Form 02/13/2020 V/AA00964-00981 Joint Early Case Conference Report Pursuant to 07/13/2018 I/AA00231-00237 N.R.C..P 16.2(i)(2) Minute Order 09/10/2019 V/AA00880-00881 Motion for Leave to File Second Amended I/AA00245-09/07/2018 Complaint II/AA00270 Motion for Summary Judgement, to Dismiss, for IV/AA00703-08/01/2019 00736 Protective Order and for Attorney Fees Motion Opposition Fee Information Sheet 12/20/2017 I/AA00094

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII VOL./PAGE NO. DESCRIPTION DATE FILED Motion Opposition Fee Information Sheet 09/07/2018 II/AA00271 Motion Opposition Fee Information Sheet 01/08/2019 II/AA00352 Motion to Dismiss 11/29/2017 I/AA00045-00061 Motion to Withdraw as Attorney of Records for 01/08/2019 II/AA00353-00358 Plaintiff Notice of Appeal 09/02/2021 XII/AA02744-XIII/AA02768 Notice of Appearance 03/08/2019 II/AA00382-00383 Notice of Appearance of Attorney 11/27/2017 I/AA00023-00024 Notice of Appearance of Co-Counsel for 10/16/2020 X/AA02087-02122 Defendant Notice of Attorney's Lien 04/05/2019 II/AA00395-00397 Notice of Change of Firm 06/26/2020 IX/AA01811-01819 01/27/2021 X/AA02233-Notice of Change of Firm Address 02243 Notice of Change of Firm Address 08/01/2021 XII/AA02525-02567 III/AA00384-Notice of Department Reassignment 03/11/2019 00385 Notice of Entry of Findings of Fact, 08/05/2021 XII/AA02614-Conclusions of Law, and Judgement 02657 I/AA00155-00164 Notice of Entry of Order 03/12/2018 Notice of Entry of Order 12/17/2018 II/AA00345-00351 II/AA00363-Notice of Entry of Order 02/06/2019 00367 Notice of Entry of Order to Seal Records 01/03/2018 I/AA00120-00124 I/AA00116-Notice of Entry of Stipulation and Order 12/29/2017 000119

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED DESCRIPTION VOL./PAGE NO. Notice of Entry of Stipulation and Order 10/10/2018 II/AA00282-00287 Notice of Entry of Stipulation and Order V/AA0055-00762 08/16/2019 Notice of Entry of Stipulation and Order 06/25/2020 IX/AA01801-01810 Notice of Entry of Stipulation and Order 04/19/2021 XI/AA02330-02351 Notice of Entry of Stipulation and Order RE: 05/29/2019 III/AA00535-Motion to Compel 00543 Notice of Entry of Stipulation and Order to 06/13/2019 III/AA00545-00551 Continue Notice of Entry of Stipulation and Order to 06/19/2019 III/AA00560-Vacate Discovery Hearing 00564 Notice of Hearing 04/22/2019 II/AA00459 Notice of Hearing IV/AA00737 08/01/2019 IX/AA01794-Notice of Hearing 03/20/2020 01798 Notice of Hearing IX/AA1827-08/26/2020 X/AA2051 Notice of Hearing 10/26/2020 X/AA02123-02190 Notice of Hearing 11/17/2020 X/AA02191-02201 Notice of Hearing 11/25/2020 X/AA02202-02209 Notice of Hearing X/AA02221-01/22/2021 02232 Notice of Hearing 02/23/2021 X/AA02244-XI/AA02252 Notice of Hearing 03/08/2021 XI/AA02262-02271

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED DESCRIPTION VOL./PAGE NO. Notice of Intent to Appear by Communication 02/20/2020 VIII/AA01729-IX/01768 Equipment Notice of Non-Opposition to Plaintiff's Request 02/13/2020 V/AA00982for the Court to Take Judicial Notice Pursuant to VII/AA01254 NRS 47.130 Notice of Taking Custodian of Records V/AA00883-12/09/2019 Deposition and Seven Day Notice of Intent to 00885 Serve Subpoena Duces Tecum Notice of Taking Videotaped Deposition 02/15/2019 II/AA00368-00370 Notice of Unavailability of Counsel 05/08/2019 II/AA00465-00467 IV/AA00738-Notice of Unavailability of Counsel 08/05/2019 00740 I/AA00095-Opposition to Defendant's Motion to Dismiss 12/20/2017 and Countermotion for Attorney's Fees and I/AA00111 Costs Order 03/09/2018 I/AA00146-00154 03/12/2018 I/AA0065-00173 Order Order After Hearing of September 10, 2018 12/11/2018 II/AA00333-00336 Order Granting Withdrawal as Attorney of 02/05/2019 II/AA00361-Record for Plaintiff 00362 Order Setting Case Management Conference 07/31/2018 I/AA00239-00242 and Directing Compliance with NRCP 16.2 Order to Seal Records Pursuant to NRS 12/22/2017 I/AA00112-125.110(2) I/AA00113 Peremptory Challenge of Judge 03/11/2019 II/AA00386-00388 Petition to Seal Records Pursuant to NRS 12/15/2017 I/AA00062-00063 125.110(2) Plaintiff Thomas Pickens General Financial 02/11/2020 V/AA00955-Disclosure Form-Trial 00962

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff Thomas Pickens Pretrial Memorandum 02/07/2020 V/AA00933-00950 Plaintiff, Danka K. Michaels' Initial Expert 07/11/2018 I/AA00220-00229 Witness List Plaintiff's Closing Argument 04/23/2021 XI/AA02370-02834 09/07/2021 Plaintiff's Objection to Defendant Danka K. XIII/AA02823-Michaels' Memorandum of Fees and Costs 02854 Plaintiff's Opposition to Defendant's Motion for 08/12/2019 IV/AA00746-V/AA00754 Summary Judgement, to Dismiss, for Protective Order and for Attorney Fees and Countermotion for Leave of Court to File Supplemental Points and Authorities Plaintiff's Opposition to Defendant's Motion for 08/19/2019 V/AA00814-Summary Judgement, to Dismiss, for Protective 00843 Order and for Attorney Fees and Countermotion (1) to Dismiss or, in the Alternative, for Summary Judgement as to Defendant's Causes of Action for International Misrepresentation/Fraud; Negligent Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Promissory Estoppel; Express Agreement; Implied Agreement; and Malicious Abuse of Process; (2) for Summary Judgement Setting Aside Deeds of Real Property and Assignment of LLC Interest; and (3) for Permission to Submit Points and Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(e) Plaintiff's Rebuttal to Defendant's Closing 06/15/2021 XI/AA02489-XII/AA02524 Argument Plaintiff's Request for the Court to Take 02/10/2020 V/AA00951-00954 Judicial Notice Pursuant to NRS 47.130

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff's Request for the Court to take Judicial 02/20/2020 IX/AA01769-Notice Pursuant to NRS 47.130 01770 Plaintiff's Request for the Court to take Judicial IX/AA01771-02/20/2020 01780 Notice Pursuant to NRS 47.130 04/23/2021 XI/AA02835-Plaintiff's Request for the Court to Take Judicial Notice Pursuant to NRS 47.130 02406 Plaintiff's Request for the Court to Take 04/23/2021 XI/AA02407-Judicial Notice Pursuant to NRS 47.130 02424 Plaintiff's Request for the Court to Take 04/23/2021 XI/AA02425-02443 Judicial Notice Pursuant to NRS 47.130 05/13/2019 II/AA00496-Plaintiff's Response and Opposition to Defendant's Motion to Compel Discovery III/AA00516 Reponses Plaintiff's Supplement to Response and 05/21/2019 III/AA00523-Opposition to Defendant's Motion to Compel 00527 Discovery Responses Plaintiff's Trial Exhibit 1 - Photographs of the XIV/AA03070-02/14/2020 parties' wedding on April 7, 2002 and 03083 announcement XIV/AA03181-Plaintiff's Trial Exhibit 10 - 2006 1040 02/14/2020 Income Tax Return for Thomas A. Pickens 03196 02/14/2020 XXX/AA07240-Plaintiff's Trial Exhibit 100 - American Express Statements #63006 titled in the name of Thomas 07247 Pickens 12/09/13 through 12/08/14 Plaintiff's Trial Exhibit 101 - American Express 02/14/2020 XXX/AA07248-Statements #63006 titled in the name of Thomas 07250 Pickens 12/09/14 through 12/08/15 Plaintiff's Trial Exhibit 102 - American Express 02/14/2020 XXXI/AA07251-Statements #63006 titled in the name of Thomas 07255 Pickens 12/09/15 through 12/08/16 Plaintiff's Trial Exhibit 103 - American Express 02/14/2020 XXXI/AA07256-07258 Statements #63006 titled in the name of Thomas Pickens 12/09/16 through 12/08/17

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Plaintiff's Trial Exhibit 104 - American Express 02/14/2020 XXXI/AA07259 Statements #63006 titled in the name of Thomas Pickens 01/08/18 through 12/07/18 Plaintiff's Trial Exhibit 105 - American Express 02/14/2020 XXXI/AA07260 Statements #63006 titled in the name of Thomas Pickens 12/08/18 through 05/08/19 Plaintiff's Trial Exhibit 106 - American Express 02/14/2020 XXXI/AA07261-#51001 titled in the name of Blue Point 07262 Development 12/05/12 through 12/20/13 Plaintiff's Trial Exhibit 107 - American Express 02/14/2020 XXXI/AA07263 #51001 titled in the name of Blue Point Development 12/21/13 through 12/19/14 Plaintiff's Trial Exhibit 108 - American Express 02/14/2020 XXXI/AA07264-#51001 titled in the name of Blue Point XXXII/AA Development 12/20/14 through 12/20/15 07516 XXXII/AA Plaintiff's Trial Exhibit 109 - American Express 02/14/2020 07517-07682 #51001 titled in the name of Blue Point Development 12/21/15 through 12/20/16 Plaintiff's Trial Exhibit 11 - 2007 1040 02/14/2020 XIV/AA03197-Income Tax Return for Thomas A. Pickens 03210 Plaintiff's Trial Exhibit 110 - American Express 02/14/2020 XXXII/AA #51001 titled in the name of Blue Point 07683-07685 Development 12/21/16 through 12/20/17 Plaintiff's Trial Exhibit 111 - American Express 02/14/2020 XXXII/AA 07686-07687 #51001 titled in the name of Blue Point Development 12/21/17 through 12/20/18 Plaintiff's Trial Exhibit 112 - American Express 02/14/2020 XXXII/AA #51001 titled in the name of Blue Point 07688-07689 Development 12/21/18 through 04/19/19 Plaintiff's Trial Exhibit 113 - Bank of America 02/14/2020 XXXII/AA Bank Statements #2561 titled in the name of Blue 07690-07691 Point Development 10/29/12 through 02/28/14

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Plaintiff's Trial Exhibit 114 - Bank of America 02/14/2020 XXXII/AA Bank Statements #0222 titled in the name of 07692-07693 Patience One LLC 11/01/12 through 12/31/13 Plaintiff's Trial Exhibit 115 - Wells Fargo Visa 02/14/2020 XXXII/AA #0648 titled in the name of Thomas Pickens 07694-07695 06/06/17 through 12/08/17 Plaintiff's Trial Exhibit 116 - Wells Fargo Visa 02/14/2020 XXXII/AA 07696-07698 #0648 titled in the name of Thomas Pickens 12/09/17 through 12/07/18 Plaintiff's Trial Exhibit 117 - Wells Fargo Visa 02/14/2020 XXXII/AA 07699-07700 #0648 titled in the name of Thomas Pickens 12/08/18 through 05/08/19 Plaintiff's Trial Exhibit 118 - Wells Fargo 02/14/2020 XXXII/AA 07701-07702 Checking #8952 titled in the name of Thomas Pickens 10/16/18 through 12/31/18 Plaintiff's Trial Exhibit 119 - Wells Fargo 02/14/2020 XXXII/AA Checking #8952 titled in the name of Thomas 07703-07704 Pickens 01/01/19 through 04/30/19 Plaintiff's Trial Exhibit 12 - 2008 1040 02/14/2020 XIV/AA03211-Income Tax Return for Thomas A. Pickens 03224 Plaintiff's Trial Exhibit 125 - Land Rover 02/14/2020 XXXII/AA Financial Group statement 12/13/13 - 01/12/1407705-07706 Plaintiff's Trial Exhibit 126 - Lexus Statement 02/14/2020 XXXII/AA 07707 -12/24/13Plaintiff's Trial Exhibit 127 - Southwest 02/14/2020 XXXII/AA Pension Services – Danka Michaels. Statements 07708-09/03/2013 and 12/31/13 XXXIII/AA 07769 Plaintiff's Trial Exhibit 128 - Valic - Danka 02/14/2020 XXXIII/AA 07770-07772 Michalecko statements 9/30/13, 12/31/13, and 9/30/15

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 129 - Pinnacle Health 02/14/2020 XXXIII/AA Systems – Danka K. Michaels. Statements 07773-07778 9/30/13 and 12/31/13 Plaintiff's Trial Exhibit 13 - 2009 1040 02/14/2020 XIV/AA03225-Income Tax Return for Thomas A. Pickens XV/AA03262 Plaintiff's Trial Exhibit 132 - Danka Michaels 02/14/2020 XXXIII/AA Pinnacle Health Systems Statement 7/1/15 07779-07780 Plaintiff's Trial Exhibit 133 - Bank of the West 02/14/2020 XXXIII/AA - 2015 Porsche statement 12.2.14 07781-07841 Plaintiff's Trial Exhibit 134 - Life Insurance 02/14/2020 XXXIII/AA Statement 11/25/15 07842-07849 Plaintiff's Trial Exhibit 138 - Thomas Pickens 02/14/2020 XXXIII/AA UBS Retirement statements dated June 2017 and 07850-07857 October-December 2017 (Supplemental Response to Request for Production No. 16.) Plaintiff's Trial Exhibit 14 - 2010 1040 02/14/2020 XV/AA03263-03319 Income Tax Return for Thomas A. Pickens Plaintiff's Trial Exhibit 144 - JP Morgan XXXIII/AA 02/14/2020 07858-07866 Statements, Danka K. Michaels IRA, August 31, 2019 through September 30, 2019 Plaintiff's Trial Exhibit 146 - Plaintiff email 02/14/2020 XXXIII/AA 07867-07919 dated April 3, 2014 Plaintiff's Trial Exhibit 147 - Plaintiff email 02/14/2020 XXXIII/AA dated August 26, 2014 07920-07922 Plaintiff's Trial Exhibit 148 - Plaintiff email 02/14/2020 XXXIII/AA dated May 22, 2013 07923-07930 Plaintiff's Trial Exhibit 149 - Plaintiff email 02/14/2020 XXXIII/AA 07931-07933 dated July 9, 2012 Plaintiff's Trial Exhibit 15 - 2011 1040 XV/AA03320-02/14/2020 Income Tax Return for Thomas A. Pickens 03372 Plaintiff's Trial Exhibit 150 - Plaintiff email XXXIII/AA 02/14/2020 dated May 9, 2012 07934-07964

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX					
VOLUME X OF XXXVII					
DESCRIPTION	DATE FILED	VOL./PAGE NO.			
Plaintiff's Trial Exhibit 151 - Plaintiff email dated November 13, 2011	02/14/2020	XXXIII/AA 07965-07998			
Plaintiff's Trial Exhibit 152 - Plaintiff email dated December 2, 2016	02/14/2020	XXXIII/AA 07999- XXXIV/AA 08018			
Plaintiff's Trial Exhibit 153 - Plaintiff email dated June 30, 2014	02/14/2020	XXXIV/AA 08019-08202			
Plaintiff's Trial Exhibit 154 - #002651 Emails between Dr. Michaels and R. Semonian	02/21/2020	XXXIV/AA 08203-08209			
Plaintiff's Trial Exhibit 155 – NV Prescription Monitoring Program	02/21/2020	XXXIV/AA 08210-08247			
Plaintiff's Trial Exhibit 156 – Request to appeal denial of unemployment benefits	02/21/2020	XXXIV/AA 08248			
Plaintiff's Trial Exhibit 16 - 2012 1040 Income Tax Return for Thomas A. Pickens	02/14/2020	XV/AA03373- 03429			
Plaintiff's Trial Exhibit 17 - 2013 1040 Income Tax Return for Thomas A. Pickens	02/14/2020	XV/AA03430- 03478			
Plaintiff's Trial Exhibit 18 - 2014 1040 Income Tax Return for Thomas A. Pickens	02/14/2020	XV/AA03479- 03494			
Plaintiff's Trial Exhibit 19 - 2015 1040 Income Tax Return for Thomas A. Pickens	02/14/2020	XV/AA03495- XVI/AA03543			
Plaintiff's Trial Exhibit 2 - Litterae Matrimoniales (Marriage Certificate) of Thomas Pickens and Danka Katarina Oltusova dated April 7, 2002	02/14/2020	XIV/AA03084- 03096			
Plaintiff's Trial Exhibit 20 - 2016 1040 Income Tax Return for Thomas A. Pickens	02/14/2020	XVI/AA03544- 03639			
Plaintiff's Trial Exhibit 21 - 2005 1040 Income Tax Return for Danka Michaels	02/14/2020	XVI/AA03640- 03735			
Plaintiff's Trial Exhibit 22 - 2006 1040 Income Tax Return for Danka Michaels	02/14/2020	XVI/AA03736- XVII/AA03823			

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 23 - 2007 1040 02/14/2020 XVII/AA03824-Income Tax Return for Danka Michaels 03848 Plaintiff's Trial Exhibit 24 - 2008 1040 XVII/AA03849-02/14/2020 03998 Income Tax Return for Danka Michaels Plaintiff's Trial Exhibit 25 - 2009 1040 02/14/2020 XVII/AA03999 Income Tax Return for Danka Michaels XVIII/AA04127 Plaintiff's Trial Exhibit 26 - 2010 1040 02/14/2020 XVIII/AA04128-Income Tax Return for Danka Michaels 04239 Plaintiff's Trial Exhibit 27 - 2011 1040 02/14/2020 XVIII/AA04240-Income Tax Return for Danka Michaels XIX/AA04361 Plaintiff's Trial Exhibit 28 - 2012 1040 02/14/2020 XIX/AA04362-Income Tax Return for Danka Michaels 04482 Plaintiff's Trial Exhibit 29 - 2013 1040 02/14/2020 XIX/AA04483-Income Tax Return for Danka Michaels XX/AA04646 02/14/2020 Plaintiff's Trial Exhibit 3 - Medical Records XIV/AA03097for Tom Pickens produced by Danka Michaels, 03111 his physician Plaintiff's Trial Exhibit 30 - 2014 1040 02/14/2020 XX/AA04647-Income Tax Return for Danka Michaels XXI/AA04755 Plaintiff's Trial Exhibit 31 - 2015 1040 02/14/2020 XXI/AA04756-Income Tax Return for Danka Michaels 04842 Plaintiff's Trial Exhibit 32 - 2016 1040 02/14/2020 XXI/AA04843-04879 Income Tax Return for Danka Michaels XXI/AA04880-Plaintiff's Trial Exhibit 35 - 2006 1120S 02/14/2020 Income Tax Return for Danka K. Michaels MD, 04908 PC Plaintiff's Trial Exhibit 36 - 2007 1120S 02/14/2020 XXI/AA04909-Income Tax Return for Danka K. Michaels MD, XXII/AA05059 PC 02/14/2020 Plaintiff's Trial Exhibit 37 - 2008 1120S XXII/AA05060-Income Tax Return for Danka K. Michaels MD, 05200 PC

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII VOL./PAGE NO. **DESCRIPTION** DATE FILED Plaintiff's Trial Exhibit 38 - 2009 1120S 02/14/2020 XXII/AA05201-XXIII/AA05305 Income Tax Return for Danka K. Michaels MD, PC Plaintiff's Trial Exhibit 39 - 2010 1120S 02/14/2020 XXIII/AA05306-Income Tax Return for Danka K. Michaels MD, 05391 PC Plaintiff's Trial Exhibit 4 - Nevada 02/14/2020 XIV/AA03112-Prescription Monitoring Program Prescription 03116 log for Tom Pickens Plaintiff's Trial Exhibit 40 - 2011 1120S 02/14/2020 XXIII/AA05392-Income Tax Return for Danka K. Michaels MD, 05488 PC Plaintiff's Trial Exhibit 41 - 2012 1120S 02/14/2020 XXIII/AA05489-Income Tax Return for Danka K. Michaels MD, XXIV/AA05577 PC Plaintiff's Trial Exhibit 42 - 2013 1120S 02/14/2020 XXIV/AA05578-Income Tax Return for Danka K. Michaels MD, 05669 PC Plaintiff's Trial Exhibit 43 - 2014 1120S 02/14/2020 XXIV/AA05670-Income Tax Return for Danka K. Michaels MD, XXV/AA05758 PC Plaintiff's Trial Exhibit 44 - 2015 1120S 02/14/2020 XXV/AA05759-Income Tax Return for Danka K. Michaels MD, 05802 PC Plaintiff's Trial Exhibit 45 - 2016 1120S 02/14/2020 XXV/AA05803-05934 Income Tax Return for Danka K. Michaels MD, PC Plaintiff's Trial Exhibit 46 - 2017 1120S 02/14/2020 XXV/AA005935-Income Tax Return for Danka K. Michaels MD, XXVI/AA06106 Plaintiff's Trial Exhibit 47 - 2012 1065 02/14/2020 XXVI/AA06107-Income Tax Return for Patience One LLC XXVII/AA06297

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. XXVII/AA06298-Plaintiff's Trial Exhibit 48 - 2013 1065 02/14/2020 Income Tax Return for Patience One LLC 06490 XXVII/AA06491-02/14/2020 Plaintiff's Trial Exhibit 49 - 2014 1065 XXVIII/ Income Tax Return for Patience One LLC AA06589 Plaintiff's Trial Exhibit 5 - Chain of Title with 02/14/2020 XIV/AA03117-Applicable Deeds for 9517 Queen Charlotte 03127 Drive, Las Vegas, Nevada 89145 Plaintiff's Trial Exhibit 50 - 2015 1065 02/14/2020 XXVIII/ Income Tax Return for Patience One LLC AA06590-06672 Plaintiff's Trial Exhibit 51 - 2016 1065 02/14/2020 XXVIII/ Income Tax Return for Patience One LLC AA06673-06691 02/14/2020 XXVIII/ Plaintiff's Trial Exhibit 52 - 2008 1120 AA06692-Income Tax Return for Blue Point Development XXIX/ LLC AA06759 02/14/2020 Plaintiff's Trial Exhibit 53 - 2009 1120 XXIX/ AA06760-06832 Income Tax Return for Blue Point Development LLC Plaintiff's Trial Exhibit 54 - 2010 1120 02/14/2020 XXIX/ Income Tax Return for Blue Point Development AA06833-06862 LLC Plaintiff's Trial Exhibit 55 - 2011 1120 02/14/2020 XXIX/ Income Tax Return for Blue Point Development AA06863-06912 LLC Plaintiff's Trial Exhibit 56 - 2012 1120 02/14/2020 XXIX/ Income Tax Return for Blue Point Development AA06913-06930 LLC Plaintiff's Trial Exhibit 57 - 2013 1120 02/14/2020 XXIX/ AA06931-06962 Income Tax Return for Blue Point Development LLC

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII **DESCRIPTION** DATE FILED VOL./PAGE NO. Plaintiff's Trial Exhibit 58 - 2014 1120 02/14/2020 XXIX/ AA06963-06998 Income Tax Return for Blue Point Development LLC Plaintiff's Trial Exhibit 59 - 2015 1120 02/14/2020 XXIX/ AA06999 Income Tax Return for Blue Point Development LLC Plaintiff's Trial Exhibit 6 - Chain of Title with 02/14/2020 XIV/AA03128-Applicable Deeds for 7608 Lowe Avenue, Las 03136 Vegas, Nevada 89131 Plaintiff's Trial Exhibit 60 - 2016 1120 02/14/2020 XXX/AA07000 Income Tax Return for Blue Point Development LLC Plaintiff's Trial Exhibit 63 - Wells Fargo XXX/AA07001-02/14/2020 07002 Business Checking #9112 titled in the name of Blue Point Development 05/29/2014 through 12/31/2014 Plaintiff's Trial Exhibit 65 - Wells Fargo 02/14/2020 XXX/AA07003-Business Checking #9112 titled in the name of 07006 Blue Point Development 01/01/2015 through 12/31/2015 Plaintiff's Trial Exhibit 67 - Wells Fargo 02/14/2020 XXX/AA07007-Business Checking #9112 titled in the name of 07008 Blue Point Development 01/01/2016 through 12/31/2016 XXX/AA07009-Plaintiff's Trial Exhibit 69 - Wells Fargo 02/14/2020 Business Checking #9112 titled in the name of 07010 Blue Point Development 01/01/2017 through 12/31/2017 Plaintiff's Trial Exhibit 7 - Affidavit of 02/14/2020 XIV/AA03137-03150 Custodian of Records and file from First American Title Company—purchase of 9517 Queen Charlotte Drive, Las Vegas, Nevada 89145 on October 7, 2004

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Plaintiff's Trial Exhibit 70 - Wells Fargo 02/14/2020 XXX/AA07011 Business Checking #9112 titled in the name of Blue Point Development 01/01/2018 through 12/31/2018 XXX/AA07012-02/14/2020 Plaintiff's Trial Exhibit 71 - Wells Fargo Business Checking #9112 titled in the name of 07013 Blue Point Development 01/01/2019 through 04/30/19 Plaintiff's Trial Exhibit 74 - Wells Fargo 02/14/2020 XXX/AA07014 Checking ending 3436 titled in the names of Thomas A. Pickens and Danka K. Michaels 07/01/2014 through 12/31/14 02/14/2020 XXX/AA07015-**Plaintiff's Trial Exhibit 76 - Wells Fargo** Checking ending 3436 titled in the names of 07016 Thomas A. Pickens and Danka K. Michaels 01/01/2015 through 12/31/15 02/14/2020 XXX/AA07017-**Plaintiff's Trial Exhibit 78 - Wells Fargo** Checking ending 3436 titled in the names of 07050 Thomas A. Pickens and Danka K. Michaels 01/01/2016 through 12/31/16 Plaintiff's Trial Exhibit 79 - Wells Fargo 02/14/2020 XXX/AA07051 Checking ending 3436 titled in the names of Thomas A. Pickens and Danka K. Michaels 01/01/2017 through 12/31/17 Plaintiff's Trial Exhibit 8 - Certificate of 02/14/2020 XIV/AA03151-Custodian of Records for Ticor Title of 03164 Nevada—purchase of 7608 Lowe Avenue, Las Vegas, Nevada 89131 on February 28, 2011 Plaintiff's Trial Exhibit 80 - Wells Fargo 02/14/2020 XXX/AA07052 Checking ending 3436 titled in the names of Thomas A. Pickens and Danka K. Michaels 01/01/2018 through 04/30/18

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Plaintiff's Trial Exhibit 82 - American Express 02/14/2020 XXX/AA07053 Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/30/10 through 12/15/11 Plaintiff's Trial Exhibit 83 - American Express XXX/AA07054-02/14/2020 07057 Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/16/11 through 12/14/12 Plaintiff's Trial Exhibit 84 - American Express 02/14/2020 XXX/AA07058 Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/15/12 through 12/15/13 Plaintiff's Trial Exhibit 85 - American Express 02/14/2020 XXX/AA07059 Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/16/13 through 12/15/14 Plaintiff's Trial Exhibit 86 - American Express 02/14/2020 XXX/AA07060 Statements #72004 Thomas Pickens card #72004 Danka Michaels card #72020 12/16/14 through 12/15/15 Plaintiff's Trial Exhibit 87 - American Express 02/14/2020 XXX/AA07061-Statements #72004 Thomas Pickens card #72004 07092 #73002 Danka Michaels card #72020 12/16/15 through 12/15/16 Plaintiff's Trial Exhibit 88 - American Express 02/14/2020 XXX/AA07093-Statements #72004 Thomas Pickens card #73002 07095 Danka Michaels card #72020 12/16/16 through 12/15/17

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED **DESCRIPTION** VOL./PAGE NO. Plaintiff's Trial Exhibit 89 - American Express 02/14/2020 XXX/AA07096-Statements #72004 Thomas Pickens card #73002 07204 Danka Michaels card #72020 12/16/17 through 12/15/18 Plaintiff's Trial Exhibit 9 - 2005 1040 Income XIV/AA3165-02/14/2020 03180 Tax Return for Thomas A. Pickens Plaintiff's Trial Exhibit 90 - American Express 02/14/2020 XXX/AA07205-Statements #72004 Thomas Pickens card #73002 07228 Danka Michaels card #72020 12/16/18 through 04/14/19 Plaintiff's Trial Exhibit 93 - Lowes house 02/14/2020 XXX/AA07229summary with supporting Wells Fargo Home 07230 Mortgage #9607 (PMA #3436) titled in the names of Danka Katarina Michaels and Thomas A. Pickens 07/02/14 through 07/01/2016 Plaintiff's Trial Exhibit 97 - American Express 02/14/2020 XXX/AA07231 Statements #63006 titled in the name of Thomas Pickens 12/08/10 through 12/08/11 Plaintiff's Trial Exhibit 98 - American Express 02/14/2020 XXX/AA07232-Statements #63006 titled in the name of Thomas 07236 Pickens 12/09/11 through 12/07/12 Plaintiff's Trial Exhibit 99 - American Express 02/14/2020 XXX/AA07237-Statements #63006 titled in the name of Thomas 07239 Pickens 12/08/12 through 12/08/13 Receipt of Check 06/03/2019 III/AA00544 Receipt of Copy 02/11/2020 V/AA00963 XIV/AA03055-Receipt of Copy 11/10/2021 03069 XXXVII/AA Receipt of Copy 11/10/2021 08939 Reply in Support of Defendant's Motion to 05/15/2019 III/AA00517-00522 Compel Discovery Responses I/AA00212-00219 Reply to Defendant's Counterclaim 05/30/2018

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED DESCRIPTION VOL./PAGE NO. Reply to Defendant's Counterclaim 12/12/2018 II/AA00337-00344 Reply to Opposition to Defendant's Motion for 09/06/2019 V/AA00862-Summary Judgement, to Dismiss, for Protective 00879 Order and for Attorney Fees and Opposition to Countermotion (1) to Dismiss or, in the Alternative, for Summary Judgement as to Defendant's Causes of Action for Intentional Misrepresentation/Fraud: Negligent Misrepresentation; Breach of Implied Covenant of Good Faith and Fair Dealing; Promissory Estoppel; Express Agreement; Implied Agreement; and Malicious Abuse of Process; (2) for Summary Judgement Setting Aside Deeds of Real Property and Assignment of LLC Interest; and (3) for Permission to Submit Points and Authorities in Excess of 30 Pages Pursuant to EDCR 5.503(e) Reply to Opposition to Defendant's Motion to I/AA00125-00141 01/09/2018 Dismiss and Opposition to Countermotion for Attorney's Fees and Costs Request for Issuance of Joint Preliminary 10/25/2017 I/AA00016 Injunction Satisfaction and Release of Lien 07/31/2019 III/AA00565-00566 Second Amended Complaint for Equitable 10/15/2018 II/AA00288-00305 Relief Under (1) the Putative Spouse Doctrine, and (2) Pursuant to Express and/or Implied Agreement to Hold Property as if the Parties Were Married Under Michoff; and to Set Aside Deeds of Real Property and Assignment of L.L.C. Interest Second Amended Notice of Taking Videotaped II/AA00379-03/05/2019 Deposition 00381

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED DESCRIPTION VOL./PAGE NO. Stipulation and Order Granting Leave to File 10/08/2018 II/AA00279-Second Amended Complaint, and Vacating 00281 Motion Hearing Stipulation and Order RE: Motion to Compel 05/28/2019 III/AA00528-00534 III/AA00552-Stipulation and Order to Continue 06/13/2019 00556 Stipulation and Order to Continue Day Three of 06/24/2020 IX/AA01799-01800 Trial Stipulation and Order to Continue Hearing 12/28/2017 I/AA00114-000115 Stipulation and Order to Extend Briefing 04/22/2021 XI/AA02352-Deadline 02369 Stipulation and Order to Extend Briefing 04/14/2021 XI/AA02321-Deadlines 02329 Stipulation and Order to Extend Deadline for 06/14/2021 XI/AA02468-Plaintiff to File His Rebuttal Brief 02488 Stipulation and Order to Extend Filing of Pre-V/AA00912-02/06/2020 Trial Memorandum and Trail Exhibits 00913 Stipulation and Order to Vacate Discovery 06/18/2019 III/AA00557-00559 Hearing Stipulation to Extend Discovery Deadlines and 08/05/2019 IV/AA00741-Continue Trail (First Request) and Order 00745 Continuing Trial Supplemental Exhibit in Support of Notice of 02/13/2020 VII/AA01255-Non-Opposition to Plaintiff's Request for the VIII/AA01727 Court to Take Judicial Notice Pursuant to NRS 47.130 Transcript RE: Non-Jury Trial 09/01/2020 X/AA02055-02070 Transcript RE: Non-Jury Trial Day 2 X/AA02071-09/01/2020 02086

ALPHABETICAL INDEX OF APPELLANT'S APPENDIX VOLUME X OF XXXVII DATE FILED VOL./PAGE NO. **DESCRIPTION** Transcript RE: Non-Jury Trial Day 3 XIII/AA02957-10/28/2021 XIV/AA03007 Transcript RE: Non-Jury Trial Day 4 10/28/2021 XIV/AA03008-03040 Transcript RE: Non-Jury Trial Day 5 10/28/2021 XIV/AA03041-03054 Trial Subpoena 01/29/2020 V/AA00906-00909 Trial Subpoena Robert Semonian V/AA00892-01/28/2020 00898 Trial Subpoena Shannon L. Evans, Esq. 01/28/2020 V/AA00899-00905

Send Result Report



© Kyocera

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23

11/19/2014 09:35 [2LF_1000.005.003] [2K9_1100.002.0011 F2LC_7000.005.010]

Job No.: 037738

Total Time: 0°00'17"

Page: 002

Complete

Document:

doc03773820141119093500

BLUE POINT MEDICAL GROUP DANKA K MICHAELS, M.D.

ROBERTO CARILLO, A.N.P.

3320 N. BUFFALO DR. #106 LAS VEGAS, NV 89129 PHONE:702-869-6190 FAX:869-6199 10:50 gm @ 702 255-060

thn: Sawantha

PATIENT CONSULTATION / REFFERAL

We recommend that you see a specialist for evaluation and/or treatment for:

DIAGNOSIS:

SEVERE EAR PAIN

3829

 No.
 Date and Time
 Destination
 Times
 Type
 Result
 Resolution/ECM

 001
 11/19/14 09:35 7027927198
 0°00'17" FAX
 0K
 200x100 Normal/On

[NHL2902576]

BLUE POINT MEDICAL GROUP DANKA K MICHAELS, M.D.

ROBERTO CARILLO, A.N.P.

3320 N. BUFFALO DR. #106 LAS VEGAS, NV 89129 PHONE:702-869-6190 FAX:869-6199

10:50 gm @ 702 255-0601 Attn: Sawantha

PATIENT CONSULTATION / REFFERAL

We recommend that you see a specialist for evaluation and/or treatment for:

DIAGNOSIS:

SEVERE EAR PAIN

3829

DR. NAME:

DR. SIKAND

1477519825

& ASSOCIATES

Address:

7040 SMOKE RANCH RD

PHONE:

702-792-6700

FAX:

702-792-7198

Patient Name:

TOM PICKENS

11/19/14

PLEASE BRING WITH YOU LABS, XRAYS OR OTHER INFORMATION AS **NECESSARY**

PLEASE BRING THIS REFERRAL TO YOUR APPOINTMENT.

THANK YOU. KYM



Member Search

Help for this screen

If you do not see the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center

Member DOB: 10/05/1956
er First Name: thomas
ear

Referral not required for this member's coverage

Member ID	Member Name	Gender	DOB	Product Type	Relationship	Enrollment Status	Previous Coverage
W194184602	PICKENS, THOMAS A	MALE	10/05/1956	DANKA MICHAELS MD PC	SELF	ACTIVE COVERAGE	coverage

https://navinet.navimedix.com/controller.aspx

11/19/2014

Send Result Leport MFP



KYOCERa

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23

08/08/2014 14:48 [2LF_1000 005.003] [2K9_1100_002.001] [2LC_7000.005.0101

C

0

Job No.: 031847

Total Time: 0°00'17"

Page: 001

Complete

Document:

doc03184720140808144544

OnCallData - Script

rage I of Z

m

Danka Michaels, M.D.

DEA BM5019977 NPI 1730151044

Phone: 702-869-6190 / Fax: 702-869-6199

Entered By: Ireri Paque

DANKA MICHAELS M.D. 3320 North Buffalo

Suite 106

Las Vegas, NV 89128

nties 10 mg Dispuse samely (***90**) — Ambian 10 mg Dispuses samely (**\$6**) — Ambian 10 mg Dispuses steaty (**50

d

a

Thomas A Pickens

DOB 5-OCT-1956 - Male 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

Aug. 8, 2014 1:59 PM (PDT)

Ambien 10 mg Oral Tablet

(Sch. 4 drug)

Dispense ninety (**90**) tablets--Take one tablet

every day at hedtime (for male)

Substitution Allowed

Date and Time Destination Times Type Result Resolution/ECM 08/08/14 14:48 7023522071 0°00'17" FAX OK 200x100 Normal/On

[NHL2902576]



d t C 0 m

Danka Michaels, M.D.

DEA BM5019977 NPI 1730151044

Phone: 702-869-6190 / Fax: 702-869-6199

Entered By: Ireri Paque

DANKA MICHAELS M.D. 3320 North Buffalo Suite 106

Las Vegas, NV 89128

Thomas A Pickens

DOB 5-OCT-1956 - Male 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

Costco Pharmacy # 685 801 South Pavilion Dr

Las Vegas, NV 89144 phone. 702-352-2052 fax. 702-352-2071 **Print Only**

Aug. 8, 2014 1:59 PM (PDT) Ambien 10 mg Oral Tablet

(Sch. 4 drug)

Dispense ninety (**90**) tablets-Take one tablet every day at bedtime (for male)
3 Refills

Substitution Allowed

Order ID: S34737430C2008177

Rx is void if more than 1 Rx(s) on paper.

Printed Security Features: Microprint Signature Line, duplication in small print of medication(s) and dispense amounts, Rx void if more than __Rx (s) statement, quantity and refills surrounded by asterisks, serial number

 $https://secure.instantdx.com/desktop/ocd5Scripts.confirmation.paperPrescriptionPrint.do?pe... \ \ 8/8/2014$

(signature)

Send Result Leport MFP



©KYOCER∂

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23

08/08/2014 14:43 [2LF_1000 005.003] [2K9_1100_002.001] [2LC_7000_005.010]

C

0

Job No.: 031841

Total Time: 0°00'17"

1

d

Complete

Document:

doc03184120140808144055

OnCallData - Script

Page 2 of 2

m

Danka Michaels, M.D.

DEA BM5019977

NPI 1730151044

Phone: 702-869-6190 / Fax: 702-869-6199

Entered By: Ireri Paque

DANKA MICHAELS M.D. 3320 North Buffalo

Suite 106

t

a

Las Vegas, NV 89128

a

- Xunus 0.5 mg (Nepture three bundled daty (**300**) — Xunus 0.5 mg (Nepture three bundled many (**300**) — Xunus 0.5 mg (Disperse three bundled staty (**300

Thomas A Pickens

DOB 5-OCT-1956 - Male 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

Aug. 8, 2014 1:59 PM (PDT) Xahax 0.5 mg Oral Tablet

(Sch. 4 drug)

Dispense three hundred sixty (**360**) tablets-Take two tablets by mouth three times every day **0** Refills

Substitution Allowed

Date and Time Destination Times Туре

Result

Resolution/ECM

08/08/14 14:42 7023522071

0°00'17" FAX

OK.

200x100 Normal/On

F NHL2902576 1



on call data, com

Danka Michaels, M.D.

DEA BM5019977 NPI 1730151044

Phone: 702-869-6190 / Fax: 702-869-6199

Entered By: Ireri Paque

DANKA MICHAELS M.D. 3320 North Buffalo Suite 106 Las Vegas, NV 89128

Xmax (1.5 mg Dispense three handred arm (**160**) — Xmax (1.5 mg Dispense three handred ware (**160**) — Ymax (1.5 mg Dispense three handr

Thomas A Pickens

DOB 5-OCT-1956 — Male 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

Costco Pharmacy # 685 801 South Pavilion Dr Las Vegas, NV 89144 phone. 702-352-2052 fax. 702-352-2071 Print Only Aug. 8, 2014 1:59 PM (PDT) Xahax 0.5 mg Oral Tablet (Sch. 4 drug)

Dispense three hundred sixty (**360**) tablets--Take two tablets by mouth three times every day **0** Refills

Substitution Allowed

Order ID: S34737431C2008177

Rx is void if more than 1 Rx(s) on paper.

Printed Security Features: Microprint Signature Line, duplication in small print of medication(s) and dispense amounts, Rx void if more than __Rx (s) statement, quantity and refills surrounded by asterisks, serial number

https://secure.instantdx.com/desktop/ocd5Scripts.confirmation.paperPrescriptionPrint.do?pe... 8/8/2014

(signaturé)

Send Result Report



KYOCERa

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23

05/03/2014 13:40 [2LF_1000.005.003] [2K9_1100.002.001] [2LC_7000.005.010]

Job No.: 025159

Total Time: 0°00'31"

Page: 002

Complete

Document:

doc02515920140503133909

BLUEPOINT

Danka K. Michaels, M.D. BC Internal Medicine BC Clinical Biochemistry

Stephanie Ashman, M.D. BC Internal Medicine

Roberto Carillo, RN, APN

FAX

No. Date and Time Destination 001 05/03/14 13:39 7023522071

Times Type
0"00'31" FAX

Result OK Resolution/ECM

200x100 Normal/On

□ NHL2902576 T



Danka K. Michaels, M.D.

BC Internal Medicine
BC Clinical Biochemistry

Stephanie Ashman, M.D.
BC Internal Medicine

Roberto Carillo, RN, APN

FAX

ATTENTION TO:_	Cost	ce		1 /
FAX NUMBER: NUMBER OF PAG	752 -		2	DATE 5/3/1.4
COMMENTS:			Thon	nas Pickens.
			*	
*			-	

3320 N. Buffalo Drive, st. 106



on call data.com

Roberto Carillo, N.P.

DEA MC2003008 **NPI** 1790916575

Phone: 702-869-6190 / Fax: 702-869-6199

Entered By: Felicitas Carillo

DANKA MICHAELS M.D. 3320 North Buffalo Suite 106 Las Vegas, NV 89128

Xanax 0.25 mg Dispense one hundred eighty (**180**) --- Xanax 0.25 mg Dispense one hundred eighty (**180**) --- Xanax 0.25 mg Dispense one hundred eighty (**180**)

Thomas A Pickens

DOB 5-OCT-1956 — Gender Unknown 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

Costco Pharmacy # 685 801 South Pavilion Dr Las Vegas, NV 89144 phone. 702-352-2052 fax. 702-352-2071 Print Only R May. 3, 2014 1:22 PM (PDT) Xanax 0.25 mg Oral Tablet

(Sch. 4 drug)
Dispense one hundred eighty (**180**) tablets-Take two tablets three times every day
As Needed

3 Refills
Substitution Allowed

Order ID: S34121148C2008177

Rx is void if more than 1 Rx(s) on paper.

Printed Security Features: Microprint Signature Line, duplication in small print of medication(s) and dispense amounts, Rx void if more than __Rx (s) statement, quantity and refills surrounded by asterisks, serial number

Aprilin

(signature)

 $https://secure.instantdx.com/desktop5ocd/ocd5Scripts.confirmation.paperPrescriptionPrint.d... \ \ 5/3/2014$

Send Result Report

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23

KYDCER

[2LF_1000.005.003] [2K9_1100.002.001] [2LC_7000.005.010]

Job No.: 023610

Total Time: 0°00'51"

Page: 002

Complete

Document:

doc02361020140411132350



Danka K. Michaels, M.D. BC Internal Medicine BC Clinical Biochemistry

Stephanie Ashman, M.D. BC Internal Medicine

Roberto Carillo, RN, APN

ATTM: LISANOTO ATTENTION TO: DY, ROWARD MINING

FAX NUMBER:

DATE (4.11-2014

 No.
 Date and Time
 Description
 Times
 Type
 Result
 Resolution/ECM

 001
 04/11/14
 13:24
 7029395013
 0°00'51" FAX
 0K
 200x100 Normal/Off

1 NHL2902576]



Danka K. Michaels, M.D.

BC Internal Medicine
BC Clinical Biochemistry

Stephanie Ashman, M.D. BC Internal Medicine

Roberto Carillo, RN, APN

FAX	
MTM: Lisandra	
ATTENTION TO: DY. POWARD MSHMAN	
FAX NUMBER: 256:5529	DATE 04-11-2014
NUMBER OF PAGES INCLUDING COVER: 2	
COMMENTS:	

3320 N. Buffalo Drive, st. 106 Las Vegas, NV 89129 Phone: 702-869-6190 Fax: 702-869-6199



Member Search

Help for this screen

If you do not see the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center of the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center of the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center of the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center of the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center of the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center of the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center of the correct Requesting Representation of the correct Requesting Representation of the correct Representation

Requesting Provider:	Michaels, Danka K 1730151044		
Member ID:	W194184602		Member DOB: 10/05/1956
Member Last Name:			Member First Name:
Member Is:	Choose One	V	

Referral not required for this member's coverage

	And the second second	1	1	T			
Member ID	Member Name	Gender	DOB	Product Type	Relationship	Enrollment Status	End Date
W194184602	PICKENS, THOMAS A	MALE	10/05/1956	DANKA MICHAELS MD PC	SELF	ACTIVE COVERAGE	Life Date

https://navinet.navimedix.com/controller.aspx

4/11/2014

Help for this screen

If you do not see the correct Requesting Provider NPI in the dropdown menu, go to NPI Resources > NPI Assistance Center

Requesting Provider:	Michaels, Danka K 1730151044	•	
Member ID:	w 194184602	Member DOB:	10/05/1956
Member Last Name:	pickens	Member First Name:	thomas
Member Is:	Subscriber 🕶		

Search Exit Clear

Referral not required for this member's coverage

Member ID	Member Name	Gender DOB	Product Type	Relationship		End Date
W194184602	PICKENS, THOMAS	MALE 10/05/1956	PREFERRED PROVIDER ORGANIZATION (PPO) - Med Dent,In- Network Providers,DED NOT INCL IN OOP,Visit or Evaluation by Chiropractor,Outpatient Surgery		ACTIVE	-
	A		Facility,Inpatient Medical Ancillary,Medical Ancillary,Inpatient Xray and Lab,Inpatient Hospital Room and Board,Room and Board,Inpatient Room and Board		COVERAGE	

Send Result Report



Ø KYOCERa

CS 3500i

Firmware Version 2LH 2F00.005.015 2013.04.23

03/10/2014 09:02 [2LF_1000.005.003] [2K9_1100.002.001] [2LC_7000.005.010]

Job No.: 021214

Total Time: 0°00'26"

Page: 003

Complete

Document:

doc02121420140310090056



LASVEGAS SURGICAL ASSOCIATES

www.lvsurgical.com

6	. 10	-	
6	2/4	Office	è
B	8 H	C BATCC	•

0 West Sunset Rd., Suite 300

Vegas, NV 89148

Tel: 702-228-8834

Tel: 702-258-7788 Fax: 702-258-7787

thomas Ackens Home #: _ Cell #: _

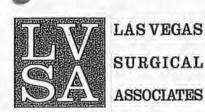
Email: .__ e of Birth: 10 F

Age: -

MASS Studies Done: NONE son For Consultation:

Date and Time Destination Result Resolution/ECM 001 03/10/14 09:01 7022587787 0°00'26" FAX 200x100 Normal/On OK

F MIII. 2902576 3



www.lvsurgical.com

Main Office:

8930 West Sunset Rd., Suite 300 Las Vegas, NV 89148 Tel: 702-228-8834 Tel: 702-258-7788 Fax: 702-258-7787

Patient Name: Thomas Pickers Address:	Home #:		
Date of Birth: 1016/1950	Email:		
Reason For Consultation: SCHOP M HS	Studies Done: NONE ☐ Mamo		
Urgency: STAT 1-2 weeks Routine	CT MRI PET		
Phone #: Las Vegas, NV 89128 Fax #: Danka K. Michaels, MD 3320 N. Buffalo Drive, Suite 108 Las Vegas, NV 89129	Requested Surgeon: Peter A. Caravella, MD, FACS Thoracic, Vascular & General Surgery Eddy H. Luh, MD, FACS Vascular & General Surgery Anne O'Neill, MD, FACS, FRCS Breast Surgery Yogesh K. Patel, MD, FACS General & Breast Surgery		



(Main – SouthWest) 8930 West Sunset Rd.



(Spring Valley) 5380 South Rainbow Blvd.



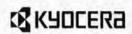
(NorthWest) 6850 North Durango Dr.,



(West) 10105 Banburry Cross Drive

Send Result Report





CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23

10/22/2013 10:39 [2LF_1000.005.003] [2K9_1100.002.001] [2LC_7000.005.010]

Job No.: 011796

Total Time: 0°00'11"

Page: 001

Complete

Document:

doc01179620131022103858

rage I of I OnCallData - Script m C 0 t d a a Roberto Carillo, N.P. DANKA MICHAELS M.D. **DEA** MC2003008 3320 North Buffalo NPI 1790916575 Suite 106 Phone: 702-869-6190 / Fax: 702-869-6199 Las Vegas, NV 89128 Entered By: Ireri Paque - Archive 10 mg Electron Many (***0***) — Archive 10 ang Dispense Diery (**30**) — Archive 10 ang Dispense Henry (**30**) — Archive 10 ang Dispense Wiley (**30**) Thomas A Pickens Oct. 22, 2013 10:19 AM (PDT) DOB 5-OCT-1956 — Gender Unknown Ambien 10 mg Oral Tablet 9517 QUEEN CHARLOTTE DR (Sch. 4 drug) LV, NV 89145 Dispense thirty (30) tablets-Take one tablet by 702-360-3163 mouth Every Night at Bedtime Member ID: 194184602 As Needed 3 Refills

 No.
 Date and Time Destination
 Times Type Result Resolution/ECM

 001
 10/22/13 10:39 7029465339
 0°00'11" FAX: 0K
 200x100 NormaT/On

F NIIL 2902576 1



on call data, com

Roberto Carillo, N.P.

DEA MC2003008 **NPI** 1790916575

Phone: 702-869-6190 / Fax: 702-869-6199

Entered By: Ireri Paque

DANKA MICHAELS M.D. 3320 North Buffalo Suite 106

Las Vegas, NV 89128

Ambien 10 me Disposse thrity (**30**) — Ambien 10 mg Disposse thrity (**30**) — Ambien 10 mg Disposse thrity (**30**) — Subsice 10 mg Disposse thrity (**30**)

Thomas A Pickens

DOB 5-OCT-1956 — Gender Unknown 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

VONS #29-1688

820 South Rampart Blvd. Las Vegas, NV 89145 phone. 702-946-5333 fax. 702-946-5339 **Print Only** R Oct. 22, 2013 10:19 AM (PDT) Ambien 10 mg Oral Tablet

(Sch. 4 drug)
Dispense thirty (30) tablets--Take one tablet by mouth Every Night at Bedtime

As Needed 3 Refills

Order ID: S32584103C2008177

Rx is void if more than 1 Rx(s) on paper.

Printed Security Features: Microprint Signature Line, duplication in small print of medication(s) and dispense amounts, Rx void if more than __Rx(s) statement, quantity and refills surrounded by asterisks, serial number

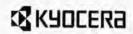
APN021126

(signature)

https://secure.instantdx.com/desktop5ocd/ocd5Scripts.confirmation.paperPrescriptionPrin... 10/22/2013

Send Result Report





CS 3500F

Firmware Version 2LH 2F00.004.023 2012.09.07

Job No.: 005815

Total Time: 0°00'19"

Page: 002

Complete

Document:

doc00581520130717100926

OnCallData - Script

Page 1 of 1

On Call Data

on call data, com

Roberto Carillo, N.P.

DEA MC2003008 NPI 1790916575

phone: 702-869-6190 / fax: 702-869-6199

entered by: Roberto Grillo

DANKA MICHAELS M.D. 3320 North Buffalo Suite 106

Las Vegas, NV 89128

- Anthor 10 mg Dryston nisule (***0***) — Anthos 10 mg Dispose nisule (***0***) — Anthor 10 mg Dispose nisule (***0***) — Anthor 10 mg Dispose nisule (***0***)

Thomas A Pickens

DOB 5-OCT-1956 — Gender Unknown 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

Jul. 17, 2013 10:06 AM (PDT)

Amblen 10 mg Oral Tablet

(Sch. 4 drug)

Dispense ninety (90) tablets-Take one tablet Every

Night at Bedtime As Needed

0 Refills

Order ID: S31723087C2008177

 No.
 Date and Time
 Destination
 Times
 Type
 Result
 Resolution/ECM

 001
 07/17/13 10:10 3522071
 0°00'19" FAX
 OK
 200x100 Normal/On

1 NHL29025/6 1

d a t C m

Roberto Carillo, N.P.

DEA MC2003008 NPI 1790916575

phone: 702-869-6190 / fax: 702-869-6199

entered by: Roberto Grillo

DANKA MICHAELS M.D. 3320 North Buffalo

Suite 106 Las Vegas, NV 89128

Thomas A Pickens

DOB 5-OCT-1956 — Gender Unknown 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

Costco Pharmacy # 685

801 South Pavilion Dr Las Vegas, NV 89144 phone. 702-352-2052 fax. 702-352-2071 Print Only

Jul. 17, 2013 10:06 AM (PDT) Ambien 10 mg Oral Tablet

(Sch. 4 drug)

Dispense ninety (90) tablets--Take one tablet Every Night at Bedtime

As Needed 0 Refills

Order ID: S31723087C2008177

Rx is void if more than 1 Rx(s) on paper.

Printed Security Features: Microprint Signature Line, duplication in small print of medication(s) and dispense amounts, Rx void if more than _Rx(s) statement, quantity and refills surrounded by asterisks, serial number

(signature)

https://secure.instantdx.com/desktop5ocd/ocd5Scripts.confirmation.paperPrescriptionPrint.... 7/17/2013

APNUSING

d a t C m

Roberto Carillo, N.P.

DEA MC2003008 NPI 1790916575

phone: 702-869-6190 / fax: 702-869-6199

entered by: Roberto Grillo

DANKA MICHAELS M.D. 3320 North Buffalo Suite 106

Las Vegas, NV 89128

Thomas A Pickens

DOB 5-OCT-1956 — Gender Unknown 9517 QUEEN CHARLOTTE DR LV, NV 89145 702-360-3163

Member ID: 194184602

Costco Pharmacy # 685 801 South Pavilion Dr Las Vegas, NV 89144 phone. 702-352-2052 fax. 702-352-2071 Print Only

Jul. 17, 2013 10:06 AM (PDT) Xanax 0.25 mg Oral Tablet

(Sch. 4 drug)

Dispense one hundred eighty (180) tablets--Take two tablets three times every day As Needed

3 Refills

Order ID: S31723092C2008177

Rx is void if more than 1 Rx(s) on paper.

Printed Security Features: Microprint Signature Line, duplication in small print of medication(s) and dispense amounts, Rx void if more than __Rx(s) statement, quantity and refills surrounded by asterisks, serial number

(signature)

R.C.L

https://secure.instantdx.com/desktop5ocd/ocd5Scripts.confirmation.paperPrescriptionPrint.... 7/17/2013

APN001116



: 10/01/2009 12:45 TIME : 10/01/2009 NAME : FAX : TEL : SER.# : M6J337055

-9

4

47

1

DATE,TIME FAX NO./NAME DURATION PAGE(S) RESULT MODE

10/01 12:43 2331001 00:01:34 05 OK STANDARD ECM

DANKA K. MICHAELS M.D. 7373 PEAK DRIVE #160 LAS VEGAS, NV. 89128 702-869-6190 FAX 702-869-6199

FACSIMILE TRANSMITTAL

Dr. ameli_		
233-1001		
Ze	TOTAL PAGES 5	
AGE: Re pt tho	mas Pickens.	222
- (Jak	coults)	_

DANKA K. MICHAELS M.D. 7373 PEAK DRIVE #160 LAS VEGAS, NV. 89128 702-869-6190 FAX 702-869-6199

FACSIMILE TRANSMITTAL

Vr. Unell	_	
233-1001		
Fe	TOTAL PAGES 5	
E: Re at Th	romas Pickens.	
1 da h	manulta)	
(Jack	(Section)	
.*		
IE NOT DECEIVED IN ITS EN	TIRETY OR IF THIS DOCUMENT IS ILLEGIBLE,	
IL MOT VECEIAED IM ILO EM	DAT THE ADOVE ALLIANDEDG THE	
PLEASE CALL THE SENDE	LIN NATURE INTENDED ONLY FOR THE ADDRES	SEE
PLEASE CALL THE SENDE	L IN NATURE INTENDED ONLY FOR THE ADDRES	SSEE.
PLEASE CALL THE SENDE	L IN NATURE INTENDED ONLY FOR THE ADDRES	SSEE.



: 09/28/2009 15:03

TIME : 09/28/2009 NAME : FAX : TEL : SER.# : M6J337055

DATE,TIME FAX NO./NAME DURATION PAGE(S) RESULT MODE

09/28 15:02 2331001 00:00:34 03 OK STANDARD ECM

DANKA K. MICHAELS M.D. 7373 PEAK DRIVE #160 LAS VEGAS, NV. 89128 702-869-6190 FAX 702-869-6199

FACSIMILE TRANSMITTAL

9.28.09 Dr. Brown FAX# FROM DEMICHOELS TOTAL PAGES 1

DANKA K. MICHAELS M.D. 7373 PEAK DRIVE #160 LAS VEGAS, NV. 89128 702-869-6190 FAX 702-869-6199

FACSIMILE TRANSMITTAL

		-
TE 9.28.	09	
DriPy	Win	
x# <u>939</u>	-2001	
OM DR.MI	noels TOTAL PA	ges <u>(3)</u>
SSAGE: MOO	ication list be. T	nomas Pickens
TAR	- In Acideto	1),
	10 03 (134)	
IF NOT RECE	VED IN ITS ENTIRETY OR IF THIS DOCU	MENT IS ILLEGIBLE.
PLEASE CAL	THE SENDER AT THE ABOVE NUMBE CONFIDENTIAL IN NATURE INTENDED	RS. THE FAX YOU
FAXED BY	Iron	
110000	-11-6/1	

OnCalData Script Report

Script Type: Electronic Refill, eR. Refill, R. Uncoded or Freeform, uRx. History, hRx. Other, oRx. New Script,

Clinic: Last Name: PICKENS

Diopinging. / Tours

14. IV	Date Typ		hysician	анень элише	merupy / regimen	i mii musj
14399701 Order ID: S1439970 1C200817 7 Current Medication	8/21/2009 5:05 PM (PDT) Received: 5:06 PM (PDT)	New Script	By: Danka	Thomas A Pickens 10/5/1956 Member ID: 935224350	Zetia 10 mg Oral Table: Dispense ninety (90) tabletsTake one tablet by mouth every day For Mixed Hyperlipidemia 3 Retills	ORDER P.O. Box 747000 Cincinnati, OH 45274-7000 voice. 800-211-1456 fax. 800-837-0959
13010157 Order ID: \$1391915 7C200817 7 Current Medication	7/7/2009 7:43 PM (PDT) Received: 7:43 PM (PDT)	New Script	Danka Michaels Entered By: Roberto Grillo	Thomas A Pickens 10/5/1956 Member ID: 935224350	Mobic 7.5 mg Oral Tablet Dispense ninety (90) tabletsTake two tablets by mouth every day - For Osteoarthritis — 3 Refilis	Las Venas NV
13301787 Order ID: S1336178 7C200817 7	5ent: 5/14/2009 6:47 PM (PDT) Received: 6:47 PM (PDT)	New Script	Danka Michaels Entered By; Danka Michaels	Thomas A Pickens 10/5/1956 Member ID: 935224350	Lisinopril 20 mg Oral Tablet Dispense ninety (90) tablets Take one tablet every day 3 Refills	WALMARY PHARMACY 3041 N Rainbow Blvd Las Vegas, NV 89108 voice, 702-656-7331

13361786 Order ID: S1336178 6C200817 7 Current Medication	5/14/2009 6:47 PM (PDT) Received: 6:47 PM (PDT)	New Script	Danka Michaels Entered By: Danka Michaels	Thomas A Pickens 10/5/1956 Member ID: 935224350	Coreg 25 mg Oral Tablet Dispense ninety (90) tablets Take one tablet by mouth twice every day with food For Left Ventricular Dysfunction following Myocardial Infarction 3 Refills	WALMART PHARMACY 3041 N Rainbow Blvd Las Vegas, NV 89108 voice. 702-656-7331 fax. 702-656-8305
13361785 Order ID: S1336178 5C200817 7 Current Medication	5/14/2009 6:47 PM (PDT) Received: 6:48 PM (PDT)	New Script	Danka Michaels Entered By: Danka Michaels	Thomas A Pickens 10/5/1956 Member ID: 935224350	Allopurinol 300 mg Oral Tablet Dispense ninety (90) tablets Take one tablet by mouth every day For Gouty Arthritis 6 Refills	WALMART PHARMACY 3041 N Rainbow Blvd Las Vegas, NV 89108 voice. 702-656-7331 fax. 702-656-8305
13361784 Order ID: S1336178 4C200817 7 Current Medication	5/14/2009 6:47 PM (PDT) Received: 6:47 PM (PDT)	New Script	Danka Michaels Entered By: Danka Michaels	Thomas A Pickens 10/5/1956 Member ID: 935224350	Paxil 10 mg Oral Tablet Dispense ninety (90) tablets Take one tablet by mouth every day 6 Refills	WALMART PHARMACY 3041 N Rainbow Blvd Las Vegas, NV 89108 voice. 702-656-7331 fax 702-656-8305
Order ID: S1336178 3C200817 7 Current	5/14/2009 6:47 PM (PDT) Received: 6:47 PM (PDT)	New Script	Danka Michaels Entered By: Danka Michaels	Thomas A Pickens 10/5/1956 Member ID: 935224350	Colchicine 0.6 mg Oral Lablet (90) tablets Take one tablet by mouth twice every day For Gout Prevention - o Keniis	PHARMATY 3041 N Rainbow Blvd Las Vegas, NV 89108 voice, 702-656-7331



CONSUMERS: 800-357-0978 CARE 24 SERVICES: 877-365-7950 MENTAL HEALTH SERVICES: 800-842-2065 PROVIDERS: 877-842-3210

Shared savings

Plant Health
Names

Claim Address: P.O. BOX 30555 SALT LAKE CITY UT 841300555

UnitedHealthcare

subconter ID / Group Number 935224350 / 585721 THOMAS A PICKENS DANKA K MICHAELS

DANKA MICHAELS MD PC

Card Number / Card Date 5201890109533727 / 09/12

\$25/\$75/\$200 Copeys

Special Cope \$50

IDF001

Choice Plus - UNITED HEALTHICARE INSURANCE COMPAN

DANKA K. MICHAELS M.D. 73/3 PEAK DR. #160 LAS VEGAS NV 89128 702/869-6190 FAX 702/869-6199

	PAT	IENT INFO	RMATION		
LAST NAME: PICKENS		MI:	1	FIRST: THO	mas
2 2 2	ENDER: M F	MI		TATUS: S	
HOME PH# 702 360-316		CELLIBRIO		604 00	
STREET 9517 Auer Charlotte AF		LAS VEG			89145
		chs veg	STATE	IN C ZIP	01115
EMPLOYER STATION CASINO.	INC	51.50		22.122	
STREET	SALINE	E GITY	7	STATE	ZIP
PHONE	LITYOU) ss#	0		
GUARANTOR:					
LAST NAME:		MI:		FIRST:	
SS#	DOB			PHONE #:	
STREET	CITY	STATE	ZIP		
EMPLOYER		1000	PHONE #:		
STREET	CITY	STATE	ZIP		
EMERGENCY CONTACT					
NAME DANKA MICHELS	PHONE 702:	360 3/63	CELL PHONE	702 609	10381
RELATIONSHIP Wife					
1					
NAME	PHONE		CELL PHONE		
RELATIONSHIP					
RELATIONSHIP	INSUI	RANCE INF	ORMATION		
	INSUI	RANCE INF	ORMATION		
PRIMARY INSURANCE	INSUI		ORMATION	STATE:	
PRIMARY INSURANCE ADDRESS:	INSU	CITY:		STATE:	
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME:	INSUI	CITY;	DOB		
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS#	INSU	CITY;			
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS#		CITY;	DOB NSHIP TO PATI	ENT:	
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER:	INSUI GROUP#	CITY;	DOB	ENT:	
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY #		CITY;	DOB NSHIP TO PATI	ENT:	
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE		CITY:	DOB NSHIP TO PATI	ENT:	ZIP:
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE ADDRESS		CITY;	DOB NSHIP TO PATI DATE EFFEC	ENT: TIVE:	ZIP:
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE ADDRESS POLICY HOLDER NAME:		CITY: RELATIO CITY:	DOB NSHIP TO PATI DATE EFFEC DOB:	ENT: TIVE: STATE:	ZIP:
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE ADDRESS POLICY HOLDER NAME: SS#		CITY: RELATIO CITY:	DOB NSHIP TO PATI DATE EFFEC	ENT: TIVE: STATE:	ZIP:
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE ADDRESS POLICY HOLDER NAME: SS#	GROUP#	CITY: RELATIO CITY:	DOB DATE EFFEC DOB:	ENT: TIVE: STATE: ENT:	ZIP:
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE ADDRESS POLICY HOLDER NAME: SS# POLICY HOLDER NAME:		CITY: RELATIO CITY:	DOB NSHIP TO PATI DATE EFFEC DOB:	ENT: TIVE: STATE: ENT:	ZIP:
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE ADDRESS POLICY HOLDER NAME: SS# POLICY HOLDER NAME:	GROUP # GROUP # correct. I authorize treand I assign benefits on my part, I agree to p	CITY: RELATIO CITY: RELATIO	DOB DATE EFFEC DOB: DATE EFFEC a above patient. I table to me to the collection fees the	ENT: STATE: ENT: CTIVE: hereby authorize reductor indicated on	elease of information necessary to the claim. In the event of collection
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE ADDRESS POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY HOLDER EMPLOYER: POLICY HOLDER EMPLOYER: POLICY #	GROUP # GROUP # correct. I authorize treand I assign benefits on my part, I agree to p	CITY: RELATIO CITY: RELATIO eatment for the otherwise paya any and all	DOB DATE EFFEC DOB: DATE EFFEC a above patient. I table to me to the collection fees the	ENT: STATE: ENT: CTIVE: hereby authorize reductor indicated on	elease of information necessary to the claim. In the event of collection
PRIMARY INSURANCE ADDRESS: POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY # SECONDARY INSURANCE ADDRESS POLICY HOLDER NAME: SS# POLICY HOLDER EMPLOYER: POLICY HOLDER EMPLOYER: POLICY HOLDER EMPLOYER: POLICY #	GROUP # GROUP # correct. I authorize treand I assign benefits on my part, I agree to p	CITY: RELATIO CITY: RELATIO catment for the otherwise payanay any and all nonies due to the content of the	DOB DATE EFFEC DOB: DATE EFFEC Babove patient. I able to me to the collection fees the the doctor.	ENT: STATE: ENT: CTIVE: hereby authorize reductor indicated on	elease of information necessary to the claim. In the event of collection

and/or treatment tor:	specialist for evaluation	pat you see a	anddested t	Michaels	Dr.

ECESSARY	MITH YOU LABS, XRAYs OR OTHER	INEORM	A NOITA
stient Name:	THOMAS PICKENS	Date:	06/12/09
none Number:	702-878-0393		
ddress:	2650 N. TENAYA WAY #301 LV, NV 89128		
octor's Name:	DR. BRADFORD		

PLEASE BRING THIS REFERRAL TO YOUR APPOINTMENT.

DATE,TIME FAX NO./NAME DURATION PAGE(S) RESULT MODE

06/12 12:46 2583777 00:00:58 04 OK STANDARD ECM

TIME : 06/12/2009 NAME : FAX : TEL : SER.# : M6J337055

: 06/12/2009 12:47



DANKA K. MICHAELS M .D.

7373 PEAK DRIVE, SUITE 160 LAS VEGAS, NV 89128

PHONE # 702-869-6190 FAX # 702-869-6199

PATIENT CONSULTATION / REFFERAL

Dr. Michaels suggested that you see a specialist for evaluation and/or treatment for:

LT KNEE PAIN/LT KNEE SWELLING

Doctor's Name:	DR. BRADFORD		
Address:	2650 N. TENAYA WAY #301 LV, NV 89128		
Phone Number:	702-878-0393		
Patient Name:	THOMAS PICKENS	Date:	06/12/09

PLEASE BRING WITH YOU LABS, XRAYS OR OTHER INFORMATION AS NECESSARY

PLEASE BRING THIS REFERRAL TO YOUR APPOINTMENT.

DANKA K. MICHAELS M.D. 7373 PEAK DR. # 160 LAS VEGAS NV 89128 702/869-6190 FAX 702/ 869-6199

FACSIMILE TRANSMITTAL

DR. Ameli	
Risa	TOTAL # OF PAGES
GE: Re; Thom	MAS PEKENS
	And the second s
-	
	THIS DOCUMENT IS ILLEGIBLE, PLEASE, CALL THE SENDER AT THE ABOVE
AX YOU RECEIVED IS CONFIDENTIAL	. IN NATURE AND INTENDED ONLY FOR THE ADDRESSEE.
0	

7/3/2003



me: THOMAS PICKENS ember ID: 100019396 oup #: 230701 edical/Dental/Vision

Station Casinos,Inc. PPO Health Plan

Catalysta Sierea Healthcare Options, INC.

Send Paper Medical & Devtal Claims to: Fisery Health PO Box 690450 San Antonio, TX 78289	shortzation, contact 8HO at (80 Send Vision Claims to: Spectera, inc Ath: Claims	Send Rx Claims to: Rx Group: CATRX Bin #: 005947
Send Sectronic Claims to: WebMD/Envoy, THIN, or MCSI Payor #7 #223	PO Box 26618 Batimore, MD 21207-6618 (800) 638-3120	Processor Control #: CLAIMCR Las Vegas
Provider incument Prior Authorization (866) 868-9787		(702) 869-4600 Outside Las Vegas (888) 869-4600
Eksibility/Prior Authorization/Claim (806) 868-9445		24-Hour MED-CALL Nurse Hotline (800) 300-6719

NDORSEMENTS:

RESTRICTIONS:



ent will require Prior Authorization. Failure to obtain senetts.

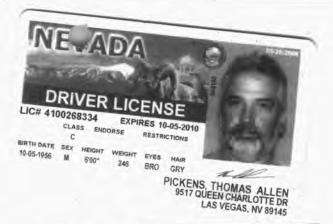
on, contact Fiserv Heath at (896) 866-9445 norization, contact BHO at (800) 873-2246

Send Vision Claims to: Send Rx Claims to:

1.30 2000000 1.0000	
Send Paper Medical & Dent	ļ
Claims to:	
Fisery Health	
PO Box 690450	
San Antonio, TX 78269	

Specters, Inc Attn: Claims PO Box 28618 Battimore, MD 21207-6618 900) 638-3120

Send MHVSA Cla Bi+O Attn: Claims Processing PO Box 14158 Las Vegas, NV 89114 (800) 873-2246 Rx Group: CATRX Bin #: 005947 Processor Control #: CLAIMCR





ie: THOMAS PICKENS iber ID:100019396 up #: 230701 lical/Dental/Vision

DANKA MICHAELS

Station Casinos, Inc. **PPO Health Plan**

PPO: Primary Office Visit - \$10.00 Specialist Office Visit - \$18.0 Non-PPO: 40% of eligible charges after deductible



Catalysta: BIERRA HEALTHCARE OPTIONS, INC.

FISH V Health

BLUE POINT MEDICAL GROUP PROGRESS NOTE

thomas pickens DOB:10-05-1956	DATE: 1-09-15	MEDICATIONS
in a soule Alexan	atta. Lit	
om: mine, sing constant court	chit	
diver		
- his women to h,		
- 1 2000 - 1):		
E: WT245 HT 73 BMI316 T984 P 72	1 0x96 BP 124/7	12
mid en ten, (B) or kr cond por RRR GMVL	" Om Li	
mid en ten, (B) orto char par	1. 101-20-1	REV. WITH PATIENT:
EART RIC GMUL	, , , ,	REV. WITH FAILERS
UNGS Slight, Course (B) LTI-		ALLERGIES
REASTS		MEDICATIONS, USE, SE
BDOMEN		b\LABS
		XRAY, US, PFT, NCS
EXTREM CLLE		O DIET
KIN UM, M		O EXERCISE
ns lat		O LIFESTYLE CHANGES
spil intact INT		O REFERRALS
NEURO Atox3, ruspeech	s tears	O OLD RECORDS
gait appropriege	- Hry-	O FHx
GU/RECTAL .		O PMHx
		O SHx
7 - L- Cardial	Vrov	
Rapid Strep Flu Shot Theuritovax 200ta 14	Xray: Dip C+S OBX3 EKG	BioZ Mamm PFT SVN
ASSESSMENT 1 app 1	PLAN	endly per ton
INPE SIMI IL BEFEREIL	4 -1 -39	7
2 Chaird	e F Organi	as when y
3) Include Inpulsed.		
4 forth	112 - 12	
	1850#10	no ATING
6 for premium Dm	sal 26 brs	pw#zyonL
7		
And the second s		
COMMENTS:		
COMMENTS:		
COMMENTS:	F/U	DR.

			panic attack	eigedq-	imbalance -uria	pappeaupo	poly-dypsia		heat/cold	ENDO:
	qebressed	suicide	(ta)xiety	х роош		weakness	syncope	temor	шешогу х	1
						1 11 11 11 11 11		ZS		NEURO/PSY
							excessive blee		easy bruising	: TAM3H
		deformity		ecommo		erythema	tod		-	
		Builbui		stiffness			gnillaws "	(mascle ache	1
		polipoit		ssauquinu			snisq friol	sd	muscle cram	:SW
							dryness		eczema	
	adum	x əlom	blisters	oottet	tumors	scue	color x	sutinunq	rash	SKIN:
Hallie	sdunj	obidil					9A9 nds	contrae	pain on inten	
lləmə	g 9/b	hot flashes	cramps	nisq	blood clots	реалу	gəni	р	missed perio	GAN:
						skin x	enlargement	sdunj	testicles:	11110
					o/b elineq	guilddinb	едевш		incont.	
	self cath	pə	x obidil	poold		nocturia	nugency	fred	dysuria	en:
	x wollsws		snqoj6	BMx	cusubs	bloating	ges		петопт.	-115
	noitsegibni		flank pain	incont.					sdwnj	1
	heartburn		pain	melena	poold	couapb	а		_	_
		self exam		lymph.nodes	s uiys	pleeding	9/p	Λ sdwn _i	N -	c)
						ibaold	3/6	saurij	nisq	STSA3A8
				LE edema	palpit	swollid	heaviness	146#	4 4	
		Buizəəym			цбпоя	pud		_	cb - b -	
					skin changes		eop	qos		CHEST/RES
	sutinnit	ear pain	exudates			stiffness	nisq	glands	sdwn	NECK:
	mouth lesions	ear d/c	sore throat	enuis d/c	PNDrip		mucosal x	eye d/c	eye pain	1
	apnea	Buinons	z deep x		AH	dental	x gninsəh	x llams	x lsusiv	HÈĘNT:
		Dujous	x deels	eugüsi	anorexia	sheave	chills	fever	X JW	CEN:
				SMETE	IEM OF SYS	NEV				

DANKA MICHAELS, M.D. & ASSOC. PROGRESS NOTE

1	HOMAS PICKENS	DATE:	12/13/2011	MEDICATIONS
i:		1		
	()			
E: V	VT HT BMI T P	ox	BP	
EENT	VI III SIM	1		
LLINI				
EART				REV. WITH PATIENT:
UNGS				O ALLERGIES
REASTS				O MEDICATIONS, USE, SE
BDOMEN				_O LABS
				O XRAY, US, PFT, NCS
XTREM				_O DIET
KIN			-	O EXERCISE
/IS				O LIFESTYLE CHANGES O REFERRALS
-				O OLD RECORDS
NEURO				O FHx
- GU/RECTAL				O PMHx
JOHLEOTAL				O SHx
Rapid Strep CBC CP C ASSESSME	TD Lipids Liver p. Renal p. Thyroid p. A1C PSA UA	Xray: x: Dip C+S PLAN	OBX3 EKG	BioZ Mamm PFT SVN
	MEDICATION REFILL REQUEST			DATE: 8-7-72
	PT. NAME: JOH PICKEY	W		DOB: 10-5-76
			17.	11 1 1 1 1 1
	PHARMACY: (1) STCO PH	ONE/ADT	RESS. DE	19-(18) 3X
	PHARMACY: USTCO PH	ONE/ADD		99-0838
	MED:	DOSE:_	_FREQUE	NCY:REFILLS:
	MED: PENCOCET W 321	DOSE:_	_FREQUE	NCY:REFILLS: NC D (REFILL R) #12
	MED: PENCOCET W 321 MED:	DOSE: DOSE:	_FREQUE _FREQUE _FREQUE	NCY:REFILLS: NCY:REFILLS:
	MED: PENCOCET W 321	DOSE:_	_FREQUE	NCY:REFILLS: NCY:REFILLS:

				eigedq-	-uria		poly-dypsia		heat/cold	ENDO:
	and the same		panic attack		mbalance	i bəbsədirli	ssənizzib	tremor	шешоцу х	
	depressed	suicide	ytəixne	x poou	n sisylsis r	weakness	ayncope	zs	СН	NEURO/PSY
						gnibe	excessive blee	f	easy bruising	: TAMBH
		amput.				erythema	ton "			100000
		deformity		seanthit	3		buillaws "	S	mnscle ache	
		tingling		ssauquinu	1		snisq fniol		muscle cram	:SW
							quluess		eczema	371
		x əlom	blisters	enoise	tumors	acne	color x	pruritus	rash	SKIN:
	sdwnj	obidil				quluess	abn PAP	contree	pain on inter	
lləm	s o/p	hot flashes	cısınba	nisc	blood clots	ревлу	irreg	po	missed berio	CAN:
				o\b elined		skin x/lesions	enlargement	sdwnj	testicles:	110,0
				llema		gnilddinb	stream		incont.	
	self cath	pə	x obidil	poold	la .	nocturia	nugency	pen	- qysnus	en:
	x wollsws		snqoj6	XM8	cısınba	bloating	se6		уешоцу.	410
	noitsegibni		flank pain	incont.					sdwnj	
	реацриги		pain	melena	poold	constip	a	٨	N -	:19
		self exam		səpou uduu\	skin x	bleeding	g/c	sdwnj	nisq _	BREASTS
				LE edema	palpit	swolliq	heaviness	tight	- d - do	
		gnisəənw			condp	pud	əop	qos	P/CARDIO:	CHEST/RES
					skin changes	sentitis	nisq	glands	sdunj	NECK:
	tinnitus	ear pain	exudates	g/c	PNDrip		mucosal x	eye d/c	eye pain	
	mouth lesions	olb ase	sore throat	sunis	AH	dental	x gainsed	x Ilems	x leusiv_	HEENT:
	apnea	guinons	x dəəjs	fatigue	anorexia	sweats	chills	tever	x tw_	CEN:
				TEMS	EM OF SYS	REVIE				,,,,,

ME: THOMAS PICKENS	DATE	8/2/2010 MEDICATIONS
: yo (Du frie x	5 dus	£
1000		tuchiux 2d
aut of all	112	100
WT HT6/ T985 P64 0	×96 BP 104	64
NT TUBEL SI, extlus.	PM	01
all while pun	toc vue	grup TY
RT WWW DUNC		REV. WITH PATIENT:
as Juhilan & Mo	W	ALLERGIES
ASTS P CUTY		MEDICATIONS, USE, SE
OMEN MY NTMO D 10	1 dru	LABS
p ! Way (walls)	MAD	O XRAY, US, PFT, NCS
REM P CCB		DIET
b right		EXERCISE
3 dy		O LIFESTYLE CHANGES
	P	O REFERRALS
IRO ano K3 Me suit	special	O OLD RECORDS
me agust	/	O FHx
RECTAL MY		O PMHx
	.0	O SHx
oid Strep Flu-shot Pneumovax Zostavax Gar	rdisil (Tray)	SEST.
C CP CTD Lipids Liver p. Renal p. Thyroid p. ALC PS	SA UA: Dip C+S O	DBX3 EKG BioZ Mamm PFT SVN
Acuta otitis media	PLAN	t timo Avelor x5 a
4100001	: Vi	Sumor 3 st
THE RX PEN	COLET 10	# 900
784 81MP :	1 lsos	/
Cm Shu		
Menh		
7		
V		
MMENTS:		
		\cap
	F/U	2W DR. GI
The state of the s	ROS-OVER	

			panic attack	-phagia	Imbalance -uria	lightheaded	dizziness poly-dypsia	remor	heat/cold	:NDO:
	depressed	suicide	anxiety	x poom	paralysis	weakness	alucobe	zs		10 110119-11
							excessive blee		essy bruising	YS9/0A/J
		ambut				erythema	104 "		prizitnd vzsa	: TAM∃H
		deformity		stiffness			6uillaws "			
		BuilBuil		ssəuqunu		Maha.			muscle ache	1
						Mala	snisq Inio[)	sa	muscle cram	sy
		x əjou	blisters	suoisəl	tumors	ouen.	dryness		eczews	1
	sdwnj	opidil		odojool	SJOURIT	acne	x roloc	pruritus	rash	SKIN
llems	g/c	hot flashes	ctamps	ujed	C1010 D0010	quluess	AA9 nds		pain on inter	
		10-0 10-4	5000535		blood clots	реалу	irreg	p	missed perio	:NXE
				o/b əlinəq	S	skin x/lesions	enlargement	sdwnj	testicles:	
	self cath			lləmə	2	gnilddinb	stream		incont.	1
	X WOIIEWS	pə	x obidil		0,0	(sinuxo)	ntgency	pent	dysuria	3(1):
honda	(uotsegion)		snqojb	xMa	cramps	bloating	se6		ретопъ,	
THE			flank pain	incont.					sdwnj	1
	heartburn		pain	melena	poold	constip	a	٨	N -	:15
		self exam		lymph.nodes	skin x	bleeding	q/c	sdunj	nisq	BREASTS
		1		LE edema	fiqled	swolliq	heaviness	1460	- d - dɔ	,
		Polizeedw			condp	pud	әор	gos	SP/CARDIO:	PHESTINES
	()	1)			skin changes	stiffness	ujed	glands	sdwni	VECK:
	autinnit	(es pain	exudates	9/c	PNDrip		mucosal x	eye d/c	eye pain	JAN AN
su	mouth lesion	old des	gore throat	sunis	(AH)	dental	hearing x	x liems	x leusiv	
	apnea	guinons	x dəəjs	fatigue	anorexia	sweats	chills (_	NEENT:
							allido	(19V81)	x tw	CEN:

NAME:	THOMAS PICKENS	DATE	10/13/2009	MEDICATIONS
HPI:	Thu: Limbs			
PE: 52	WT 243 HT 614 T 975 P 60	OX 91% BP 1261	7i	
HEENT			11	
HEART			F	REV. WITH PATIENT:
LUNGS			9	ALLERGIES
BREASTS				MEDICATIONS, USE, SE
ABDOMEN	V		/	d LABS
			/	XRAY, US, PFT, NCS \$20 - 115
EXTREM	& CIT			Ø DIET
SKIN	b rusho,			EXERCISE /
MS	wet.		,	D LIFESTYLE CHANGES
	1			O REFERRALS
NEURO	Atoxy, stady guit,	Ne specia		O OLD RECORDS
	appropriate after	- //		O FHx
GU/RECT/	AL ret		_	PMHx
			/	O SHx
				S OTTA
	ep Flu shot Pneumovax Zostavax	Gardisil Xray:	ORVO EVO	
ASSESSI	CTD Lipids Liver p. Renal p. Thyroid p. A1 MENT	PLAN		
10,51	piden a i trigly cerides	better from L.	ast blood	army Cort. Dinit
2 CA 0				
3 Obes	it; cont. weight	(0))		
4				
5				
6				
7				
COMMEN	NTS.			
COMMEN	110.			
-		F/U PP	~ [DR.
		ROS-OVER	,	V

SYSTEMS	OE	REVIEW	

ueat/cold pol	ENDO:
	ENDO.
	NEURO/PS
oxe Susinia Sea	: TAMH
	TAMAN
	SW
	.511
	SKIN:
	CKINI
	CAN:
	CVAI
_	en:
	110
4.7.7.7.4	
	10
_	GI:
7F Samily Glob	STSA3A8
ob - b - tidut ye	
	OUESTA
	NECK:
	TIMPPO
	HEENT:
7 m	GEN:
	memory x tremor dizz essy bruising essy muscle cramps force forcems essy bruising essy muscle cramps force forcems forcent estr forcent forcent forcent estr forcent forcent estr fo

NAME: THOMAS PICKENS	DATE 6/12/2009	MEDICATIONS
HPI: Pt car consentito pun		Alloparinol
- sloud who he used g -tol		L
Lt kree prin and smetling		
- clicking wen be goes up	the (to,17	
PE: WT2 S HT 6 1 T 08, 2 P 63 OX	961. BP 130/70	
HEENT R+ TM peg, ear cord red with		
reck supple, & masses, &	bruits	
HEART RER		REV. WITH PATIENT:
LUNGS CTA		ALLERGIES
BREASTS		MEDICATIONS, USE, SE
		CLABS
ABDOMEN		O XRAY, US, PFT, NCS
EXTREM ØCCE		
1.6		O DIET
		O EXERCISE
ms linited rom it knee, ede		O LIFESTYLE CHANGES
NEURO Atoxs		O REFERRALS
NEURO /+ TOX }		O OLD RECORDS
- 1-		O FHx
GU/RECTAL At		PMHx O
		O SHx
Rapid Strep Flu shot Pneumovax Zostavax Gardi	isil Xray:	
CBC CP CTD Lipids Liver p. Renal p. Thyroid p. A1C PSA	UA: Dip C+S OBX3 EKG	BioZ Mamm PFT SVN
ASSESSMENT 1 ACHT OFT & EXTERNA - 1 C. prode	x Sample pt	- constal
2 Acar stifis med , at my ery	+ 15 119 a 6h	rs XIOdus
3 Lt Kree prin 2 K	, tab 113 g 6 h,	Brad ford . ~ or
4 Lt Knee suelling }		06112169
, ,		e 1347
6		up the plan
7		10/1-1160
		to sevedale
COMMENTS:	ria en 06/12/00	6 1936
30MME1410.		
sincorted of	it theya Location	
or Bind for a	F/U AS	DR.

			-phagia	-uria		poly-dypsia		DIODUBALL	ENDO:
		panic attack	R	imbalance	ightheaded		nemor		ENDO.
depressed	suicide	yteixne	х роош	paralysis	weakness		_		10.1/0)10711
									NEURO/PSY
	amput							principing yese	TAMAH
	deformity		ssauuns		- and the				1
	ճայճայ			, 6	212110				
			ssouquilu	~ ~ J m	コナカー	seanynb snieg trioi	sdi	mnacje ctan	/sw
1000	x əlom	blisters	lesions	tumors	acue	color x	pruritus	Lash	SKIN
sduni	obidil				quluess	9A9 nds	contse	pain on inter	111710
a/c	hot flashes	cısınps	nisq	blood clots	уезлу	irreg			CAN:
			o/b elineq		skin x/lesions	enlargement			· INAS
			lleme				2.000.1		
self cath	pə	x obidil	poold		nocturia		bau	_	:00
x wollswa		snqoj6	BMx	cusubs	pioating				ens
noitsegibni		flank pain	incont.			1077			
heartburn		pain	melena	poold	cousub	n	٨	_	110
	self exam		lymph.nodes		2000				(9)
				o sine	paiboold	3/6	suurij	nisa	STSA3A8
	Same		LE edema	palpit	swolliq	heaviness	tight	- d - do	1
	pnizəədw			condy	pud	eop	qos -	:OIUNAU/46	CHESTINES
4 2000	_			skin changes	stiffness	nisq	glands		NEQK:
eutinnit	nisq 169	exudates	q/c	PNDrip		uncossi x	27.		MEDER
mouth lesion	car d/c	sore throat	sunis	AH	dental			_	ANITH
apnea	guinona	x deeps	fatigue	anorexia	sweats			_	HEEN!
			STEMS	FM OF SAS	KEAL				-NAS
	mouth lesion tinnitus hearthum indigestion swallow x self cath self cath lumps	ear d\screening tinnitus wheezing tinnitus aelf exam heartburn indigestion awallow x awallow x libido to flashes d\screening tingling deformity deformity amput.	exudates ear pain tinnitus exudates ear pain tinnitus wheezing pain self exam flank pain self exam flobus ed self cath libido x ed self cath libido x ed self cath tingling tingling deformity amput. amput.	fatigue sleep x snoring apnea sinus sore throat, ear dx mouth lesion dx exudates ear pain, tinnitus tinnitus dx exudates ear pain, tinnitus melena pain incont. flank pain smell blood libido x ed self cath pain cramps hot flashes dx smell libido x ed self cath pain cramps hot flashes dx self cath pain cramps hot flashes dx sorile dx libido x ed self cath pain cramps hot flashes dx smell libido x ed self cath pain cramps hot flashes dx smylle dx libido x mole x	anorexia fatigue sleep x anoring apnea anorexia fatigue sleep x anoring apnea anorexia fatigue sore throat ear d/c mouth lesion by Dhp d/c exudates ear pain tinnitus cough cough blood melena pain cramps BMx globus anole x amell cramps BMx globus anole x amell blood clots pain cramps hord libido x deformity anoris lesions blisters mole x anole x ano	dental HA sinus sore throat ear dic mouth lesion throat ear dic mouth lesion dic exudates akin changes akin changes pillows palpit LE edema constito blood melena pillows blood melena pillows blood melena pillows akin x lesions bloading cramps BMx globus ed self exam incont flowing akin x globus akin x lesions blood libido x ed self cath akin x/lesions blood clots pain cramps hosty blood clots pain cramps libido x ed self cath akin x/lesions acree tumors lesions blisters mole x self cath akin x/lesions panile d/c senile d/c	chills sweats anorexia failgue sleep x anoring apnea hearing x dental heaviness akin changes a skin changes heaviness pillows palpit LE edema doe pnd cough heaviness pillows palpit LE edema dibbling cramps blood melena plond libido x det self exam a dribbling cramps blood libido x determinate and dibbling cramps blood clots penile d/c penile d/c libido x dryness color x acne tumors lesions penile d/c limps and displing cramps penile d/c limps lineg heavy blood clots pain cramps histor mole x awallow x accessive bleeding cramps lesions cramps lesions limps and displing cramps lesions limps lineg lesions limps lineg lesions limps and displing cramps lesions lesions limps lineg lesions limps li	fever chills sweats anorexia fatigue sleep x anoring apnea annersia fatigue sleep x anoring apnea annersia fatigue sore throat ear d/c mouth leston glands pain stiffness skin changes about the proof of the proof o	memory x rever chills sweets snorexia fatigue sleep x snoring speed weakness with the single seep x smorth search was fever chills sweets shorey are singly and cough lumps along pain of congressive pleeding skin x lymph.nodes shore shore so had cough lumps along the cough lumps lumps lumps along the cough lumps l

FORDY. MEChaels DATE 10/10 M Pe: Thomas picke OF PHONE CELL: 360 MESSAGE I Sup When W Yetums from mississipp Le will Come in and Signed Sup Brown Signed	O -3 16 3 TELEPHONED RETURNED YOUR CALL PLEASE CALL PLEASE CALL
FOR POLICES MTh, MS P. LIVENS OF PHONE MESSAGE FAJILET ON ON ON ON ON ON ON ON ON O	A.M. P.M. TELEPHONED RETURNED YOUR CALL PLEASE CALL WILL CALL AGAIN CAME TO SEE YOU WANTS TO SEE YOU
Ask your patients if they would prefer once-monthly BONIVA	Phienth Pickens Pharmacy Tel: Allergies: Message Thur Sch him thur Cel Cliniculs of referral Curat to them
Boniva Ibandronate sodium tablets There's only one	Returned Please Will Call Refill Urgent Again Please see accompanying complete Prescribing Information.



NAME:	THOMAS	PICKEN	S					DATE	3/11	/2009		MEDICA	ATIONS	5
HPI:													-	
			В	stood	. (die	111							
			.,,)00000			~							
PE:	WT	НТ	Т	Р		ОХ		BP						
HEENT														
HEART											REV. V	VITH PA	TIENT:	
LUNGS											O ALLE	ERGIES		
BREASTS											O MED	CATION	IS, USE	, SE
ABDOMEN											O LAB	S		
											O XRA	Y, US, F	PFT, NC	S
EXTREM											O DIET			
SKIN											O EXE	RCISE		
MS											O LIFE	STYLE C	HANGE	S
											O REF	ERRALS		
NEURO											O OLD	RECORI	os	
											O FHx			
GU/RECTA	L										О РМН	x		
											O SHx			
D!- Ot														
	ED Flusho CTD Lipids MENT					Gardis PSA		Xray: Dip C+S PLAN	OBX3	EKG	BioZ	Mamm	PFT	SVN
2							100							
3														
4														
5							Т							
6							T			8				
7														
COMMEN	TS:													
								F/U			DR.	W		
						ROS-	OVEF	3				1		

				ej6eyd-	eun-		boly-dypsia		резусоја	ENDO:
			panic attack		imbalance	lightheaded		tremor	шешои х	-001112
	qebressed	snicide	anxiety	x poou	paralysis r	weakness	elucobe	zs	Committee of the Contract of t	NEURO/PSY
						buipe	excessive blee	E	easy bruising	: TAM3H
		ambut				еидиреша	104 "			
		deformity		seantiti			guillaws "	S	wnecje scye	
		Enilenit		ssauquinu	1		snied tniol	sdu	muscle cram	SM
							quluess		eczews	9
		x əlom	blisters	suoise	tumors	acne	х тою	pruritus	rash	SKIN:
	sdwnj	obidil				quluess	AAA nds	contse	pain on inter	
Iləms	o/p	hot flashes	cusmps	nisc	blood clots	ревиу	peni	po	missed perio	GAN:
				o/b elined	1	skin x/lesions	enlargement	sdwnj	testicles:	
				llema		gnilddinb	stream		incont	
	self cath	pe	x obidil	poolo		nocturia	nudeucy	pent	dysuria	en
	x wollsws		globus	XMS	cramps	bloating	se6		hemorrh.	
	noitsegibni		yank pain	ncont.	1				sdunj	
	heartburn		nisq	melena	poold	constip	a	Λ	N	:19
		self exam		səbon.nqmy	skin x	bleeding	q/c	sdwnj	nisq	STSA3A8
				E edema	palpit	swollid	seanivead	tight	- d - do	
		buizəəyw			condy	pud	əop	qos	P/CARDIO:	CHEST/RES
					skin changes	stiffness	nisq	glands	sdunj	NECK:
	autinnit	ear pain	exudates	O/p	PNDrip		mucosal x	eye d/c	eye pain	
SI	mouth lesion	olb lea	sore throat	snuis	AH	dental	x gninsən	x llems	x Isusiv	HEENT:
	apnea	gninona	x dəəjs	augital	anorexia	sheats	chills	fever	x tw	CEN:
				TEMS	M OF SYS	REVIE				

Pickens, Thomas

9517 QUEEN CHARLOTTE DR, LAS VEGAS, NV, US

89145-8673

DOB: 10/05/1956 **Age:** 63 Y **Sex:** Male

Home: 702-304-0038 **Work:** 702-604-0038

Cell: Email: Primary Insurance: Aetna PCP: DANKA K MICHAELS
Account Number: 19048

Allergies: N.K.D.A

Medical History

Past Medical History

CAD/PTCA X 7 or more; stents X 3, CABG - 4v 9/2000

DYSLPP Gout

PE - post CABG: completed 6 months of Coumadin

Medications

Name strength formulation, Sig: take route frequency

Unknown Ambien 10 MG Tablet, Sig: 1 tablet at bedtime as needed Orally Once a day Start Date: 09/19/2015 Unknown Cortisporin 3.5-10000-1 Solution, Sig: 4 drops into affected ear Otic Three times a day Start Date: 08/15/2015

Unknown Cipro 500 MG Tablet, Sig: 1 tablet Orally Twice a day Start Date: 08/15/2015 Unknown Ambien 10 MG Tablet, Sig: 1 tablet at bedtime as needed Orally Once a day

Taking Buprenorphine HCl 2 MG Tablet Sublingual, Sig: 2 tablets under the tongue and allow to dissolve Sublingual Once a day

Start Alprazolam 1 MG Tablet, Sig: 1 tablet Orally Twice a day

Taking Aspirin Adult Low Dose 81 MG Tablet Delayed Release, Sig: 1 tablet Orally Once a day Start Zolpidem Tartrate 10 MG Tablet, Sig: 1 tablet at bedtime as needed Orally Once a day

Start Meloxicam 15 MG Tablet, Sig: 1 tablet Orally Once a day Taking Allopurinol 300 MG Tablet, Sig: 1 tablet Orally Once a day Start Allopurinol 300 MG Tablet, Sig: 1 tablet Orally Once a day

Taking Lisinopril 20 MG Tablet, Sig: 1 tablet Orally BID

Start Amlodipine Besylate 5 MG Tablet, Sig: 1 tablet Orally Once a day

Taking Carvedilol 25 MG Tablet, Sig: as directed Orally QHS

Start Lisinopril 20 MG Tablet, Sig: 1 tab Orally BID

Taking Xanax 0.5 MG Tablet, Sig: 2 tablet Orally Three times a day Start Date: 07/15/2015

Start Carvedilol 25 MG Tablet, Sig: 1 tab Orally BID

Taking Tramadol HCl 50 MG Tablet, Sig: 1-2 tablet as needed Orally every 6 hrs Start Date: 07/15/2015

Taking Cipro 500 MG Tablet, Sig: 1 tablet Orally Twice a day

Continue Oxycodone-Acetaminophen 10-325 MG Tablet, Sig: 1 tablet as needed Orally every 4 hrs

Surgical History

Date	Reason	
9/2000	CABG - 4 v	
1972	Septoplasty	

Social History

Name	Value	
Do you drink alcohol?	No	
non-smoker	*	

Vitals

	Name	Date	Value	
ď	III			

Wt-kg	05/16/2016	111.68
Ht-cm	05/16/2016	185.42
Oxygen sat %	05/16/2016	97
BMI	05/16/2016	32.45
Wt	05/16/2016	246
Ht	05/16/2016	73
HR	05/16/2016	76
BP	05/16/2016	132/74
Temp	05/16/2016	97.8

				-			_	
r	•at	ıer	Iτ	Εn	റേ	um	te	re

Date	Visit	Poncer	
08/17/2017		Reason refill	Diagnosis
01/26/2017		reilij	
01/26/2017			
05/20/2016			
05/16/2016			Right knee pain
			Swelling of right knee joint
			Left knee pain
			Hip pain
			Pain in left hip
			Arthralgia
			CAD (coronary artery disease)
			HTN (hypertension)
05/14/2016	TEI		(Hypertension)
04/16/2016			Dielatura
0 1, 22, 2020	OU NEBON		Right upper quadrant pain
			Abdominal pain, acute, epigastric
			Nausea
04/15/2016	NEWCO		Loss of appetite feeding disturbances of nonorganic origin
04/15/2016	NEWCO		RUQ pain
			Epigastric pain
			Nausea
			Appetite loss
			CAD (coronary artery disease)
			Gout
04/14/2016			
03/07/2016			
03/07/2016			
12/24/2015			
12/24/2015 T 12/24/2015 T			
12/22/2015			
12/21/2015 F			Chart pain
12,21,2015	,0		Chest pain
			DOE (dyspnea on exertion)
			Palpitation
			Personal history of pulmonary embolism
			CAD (coronary artery disease) Hx of CABG
			Mixed hyperlipidemia Gout
			Arm paresthesia, left

 $https://nvbmegapp.ecwcloud.com/mobiledoc/jsp/catalog/xml/getPatientSummary.jsp? Patie... \ \ 10/7/2019$

ealth Maintenance		
07/10/2015 TEL		
07/15/2015 TEL		
08/15/2015 TEL		
08/15/2015 TEL		
08/15/2015 TEL		
08/18/2015 TEL		
08/27/2015 TEL		
09/01/2015 TEL		
09/19/2015 TEL		
09/21/2015 TEL		
11/30/2015 TEL		
12/01/2015 TEL	Cervical radiculopathy	

Health Maintenance				
Name	Last Done	DueDate	Result/Comment	
Colonoscopy		10/07/2019		
Occult Blood, Fecal, IA		10/07/2019		
Td (adult) preservative free		10/07/2019		
Tdap		10/07/2019		
Zoster		=		
		10/07/2019		
Referrals				

Outgoing Referral	s			
Referral From	Referral To LIONEL HANDLER TIMOTHY KELLY CRAIG TINGEY HOMAYON	Start Date 09/06/2016 05/20/2016 05/16/2016	05/20/2017 05/16/2017	Reason evaluate and treat evaluate and treat evaluate and treat
DANKA K MICHAELS	DIAGNOSTIC	12/24/2015 12/22/2015	12/24/2016 12/22/2016	EGD MRI C- Spine
DANKA K MICHAELS	STEINBERG DIAGNOSTIC NEVADA	12/21/2015	12/21/2016	STAT CT/chest HD. R/o PE
DANKA K MICHAELS	CARDIOLOGY ASSOCIATES	08/28/2015	08/28/2016	LEXISCAN STRESS TEST
DANKA K MICHAELS	STEINBERG DIAGNOSTIC	08/17/2015	08/17/2016	LEFT HIP PAIN MANAGEMENT INJECTION WITH FLOUR. SDMI PROTOCOL



Patient Report

Date Range: 01/01/2015 - 12/31/2017

thomas pickens

Report Prepared: 04/23/2019

Linked Records									
Name	DOB	ID	Gender	Address					
THOMAS PICKENS	10/05/1956	1	male	9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145					

Report Criteria

First Name: thomas, Last Name: pickens, DOB: 10/05/1956

	Summary	
Summary	Opioids* (excluding buprenorphine)	Buprenorphine*
Total Prescriptions 31	Current Qty 0.0	Current Qty 0.0
Total Private Pay 29	Current MME/day 0.0	Current mg/day 0.0
Total Prescribers 3	30 Day Avg MME/day 0.0	30 Day Avg mg/day 0.0
Total Pharmacies 2		

	Prescriptions												
Filled ▼	ID	Written	Drug	ICD-10	QTY	Days	Prescriber	Rx#	Pharmacy*	Refills	Daily Dose	Pymt Type	PMP
01/26/2017	1	01/26/2017	OXYCODONE-ACETAMINOPHEN 10-325		120.0	30	DA MIC	1374878	COSTC (8926)	0	60.0 MME	Private Pay	NV
01/26/2017	1	01/26/2017	ALPRAZOLAM 1 MG TABLET		180.0	90	DA MIC	1374916	COSTC (8926)	0		Private Pay	NV
01/26/2017	1	01/26/2017	ZOLPIDEM TARTRATE 10 MG TABLET		90.0	90	DA MIC	1374917	COSTC (8926)	0		Private Pay	NV

Filled +	ID	Written	Drug	ICD-10	QTY	Days	Prescriber	Rx#	Pharmacy*	Refills	Daily Dose	Pymt Type	РМР
08/30/2016	1	08/30/2016	OXYCODONE-ACETAMINOPHEN 10-325		120.0	30	RO CAR	1344910	COSTC (8926)	0	60.0 MME	Private Pay	NV
08/30/2016	1	08/30/2016	ALPRAZOLAM 0.5 MG TABLET		360.0	60	RO CAR	1344909	COSTC (8926)	0		Private Pay	NV
08/30/2016	1	08/30/2016	ZOLPIDEM TARTRATE 10 MG TABLET		90.0	90	RO CAR	1344911	COSTC (8926)	0		Private Pay	NV
06/21/2016	1	06/21/2016	TRAMADOL HCL 50 MG TABLET		240.0	30	RO CAR	1332716	COSTC (8926)	0	40.0 MME	Private Pay	NV
06/03/2016	1	06/03/2016	OXYCODONE-ACETAMINOPHEN 10-325		120.0	30	RO CAR	1329498	COSTC (8926)	0	60.0 MME	Private Pay	NV
06/03/2016	1	06/03/2016	ALPRAZOLAM 0.5 MG TABLET		360.0	60	RO CAR	1329513	COSTC (8926)	0		Private Pay	NV
06/03/2016	1	06/03/2016	ZOLPIDEM TARTRATE 10 MG TABLET		90.0	90	RO CAR	1329499	COSTC (8926)	0		Private Pay	NV
05/17/2016	1	05/14/2016	BUPRENORPHINE 2 MG TABLET SL		60.0	30	DA MIC	1326552	COSTC (8926)	3	4.0 mg	Private Pay	NV
03/07/2016	1	03/04/2016	ALPRAZOLAM 1 MG TABLET		180.0	60	RO CAR	1312760	COSTC (8926)	0		Private Pay	NV
03/07/2016	1	03/04/2016	ZOLPIDEM TARTRATE 10 MG TABLET		90.0	90	RO CAR	1312759	COSTC (8926)	0		Private Pay	NV
03/04/2016	1	03/04/2016	TRAMADOL HCL 50 MG TABLET		240.0	30	RO CAR	1312553	COSTC (8926)	0	40.0 MME	Private Pay	NV
03/04/2016	1	03/04/2016	OXYCODONE-ACETAMINOPHEN 10-325		120.0	30	RO CAR	1312554	COSTC (8926)	0	60.0 MME	Private Pay	NV
12/30/2015	1	12/29/2015	OXYCODONE-ACETAMINOPHEN 10-325		120.0	30	RO CAR	1299302	COSTC (8926)	0	60.0 MME	Private Pay	NV
12/29/2015	1	12/29/2015	ALPRAZOLAM 0.5 MG TABLET		360.0	60	RO CAR	1299270	COSTC (8926)	0		Private Pay	NV
12/24/2015	1	12/24/2015	ZOLPIDEM TARTRATE 10 MG TABLET		90.0	90	DA MIC	1298628	COSTC (8926)	0		Private Pay	NV
10/27/2015	1	10/27/2015	TRAMADOL HCL 50 MG TABLET		240.0	30	DA MIC	1286745	COSTC (8926)	0	40.0 MME	Private Pay	NV
09/21/2015	1	09/21/2015	ALPRAZOLAM 0.5 MG TABLET		360.0	60	DA MIC	1279705	COSTC (8926)	0		Private Pay	NV
09/21/2015	1	09/19/2015	ZOLPIDEM TARTRATE 10 MG TABLET		90.0	90	RO CAR	1279517	COSTC (8926)	0		Private Pay	NV
08/15/2015	1	08/15/2015	OXYCODONE-ACETAMINOPHEN 10-325		120.0	30	RO CAR	1273348	COSTC (8926)	0	60.0 MME	Private Pay	NV
07/15/2015	1	07/15/2015	TRAMADOL HCL 50 MG TABLET		240.0	30	RO CAR	1268128	COSTC (8926)	0	40.0 MME	Private Pay	NV
07/15/2015	1	07/15/2015	ALPRAZOLAM 0.5 MG TABLET		360.0	60	RO CAR	1268129	COSTC (8926)	0		Private Pay	NV
07/15/2015	1	07/15/2015	ZOLPIDEM TARTRATE 10 MG TABLET		90.0	90	RO CAR	1268130	COSTC (8926)	0		Private Pay	NV
05/27/2015	1	05/21/2015	OXYCODONE-ACETAMINOPHEN 10-325		120.0	30	DA MIC	1259527	COSTC (8926)	0	60.0 MME	Private Pay	NV
04/18/2015	1	04/15/2015	ZOLPIDEM TARTRATE 10 MG TABLET		90.0	90	DA MIC	1252703	COSTC (8926)	0		Private Pay	NV
04/15/2015	1	04/15/2015	TRAMADOL HCL 50 MG TABLET		240.0	30	DA MIC	1252169	COSTC (8926)	0	40.0 MME	Private Pay	NV

Filled -	ID	Written	Drug	ICD-10	QTY	Days	Prescriber	Rx#	Pharmacy*	Refills	Daily Dose	Pymt Type	РМР
03/21/2015	1	03/21/2015	ZOLPIDEM TARTRATE 10 MG TABLET		30.0	30	RO CAR	4438682	VONS (4083)	3		Comm Ins	NV
02/07/2015	1	02/06/2015	OXYCODONE-ACETAMINOPHEN 10-325		120.0	30	RO CAR	2214081	VONS (4083)	0	60.0 MME	Comm Ins	NV
01/02/2015	1	01/02/2015	ALPRAZOLAM 0.5 MG TABLET		360.0	60	DA MIC	1232577	COSTC (8926)	3		Private Pay	NV

^{*}Pharmacy is created using a combination of pharmacy name and the last four digits of the pharmacy license number.

^{*}Per CDC guidance, the MME conversion factors prescribed or provided as part of medication-assisted treatment for opioid use disorder should not be used to benchmark against dosage thresholds meant for opioids prescribed for pain. Buprenorphine products have no agreed upon morphine equivalency, and as partial opioid agonists, are not expected to be associated with overdose risk in the same dose-dependent manner as doses for full agonist opioids. MME = morphine milligram equivalents. mg = dose in milligrams.

Prescribers										
Name	Address	City	State	Zip	Phone					
CARILLO, ROBERTO C	3320 N BUFFALO DR	LAS VEGAS	NV	89129	7028696190					
CARILLO, ROBERTO C	3320 N BUFFALO DR	LAS VEGAS	NV	89129	7028696190					
MICHAELS, DANKA K	3320 N BUFFALO DR	LAS VEGAS	NV	89129	7028696190					

Dispensers										
Pharmacy ▼	Address	City	State	Zip	Phone					
VONS PHARMACY #1688 (4083)	820 S RAMPART BLVD	LAS VEGAS	NV	89145	7029465333					
COSTCO WHOLESALE CORPORATION (8926)	801 S PAVILION CENTER DR	LAS VEGAS	NV	89144	7023522055					

Disclaimer:

Report contents are based on data entered by dispensers and their staff, and may contain errors. The Board of Pharmacy recommends independent verification with dispensers when prudent or necessary. Willful disclosure of prescription information may be subject to disciplinary action, civil penalties or criminal action.



Assessor's Office

Assessor:



Michele W. Shafe, Assessor

		Assessar	Иар		Aerial View		Comme	nt Code	5		Curr	ont Ow	ne
ASSESSOR DES	CRIP	ION											=
ECCOLE WEST L	OT 10	-PARCEL 18-3 -PHASE 1 P	LAT BO	OK	(85 PAGE 44 LOT	73	BLOCK C						
CURRENT PARCEL NO	CURRENT CURRENT OWNER 9		%	RECORDED DOCUMENT NO.			RECOR DAT		VESTING		4G	TAX DIST	
138-31-611-0	07	MICH-MICH TRUST			20161007:00567		10/7/2	016		NS		200	Ŀ
PARCEL NO.		PRIOR OWNER(S)	%	-	RECORDED DOCUMENT NO.	RE	CORDED DATE	VESTIN		TAX DIST		EST SIZE	
138-31-611-007	місн	AELS DANKA K			20161007:00566	10	/07/2016	NS		200		DIVIDED LOT	
138-31-611-007	MICHAELS DANKA K PICKENS THOMAS A				20161007:00565	10/07/2016		л		200 SUB		IBDIVIDED LOT	
138-31-611-007	MICHAELS DANKA K				20041007:04230	10/07/2004		ΤC		200		DIVIDED LOT	
138-31-611-007	BOOKE BRADLEY L & KYM E				19990809:01393	08/09/1999		Л		200	SUB	DIVIDED LOT	
138-31-611-007	COLE	MAN-TOLL L P			19980804:01302	08/04/1998		NS		200	SUB	DIVIDED LOT	
138-31-611-007	NEVA	DA LEGACY 14 L L C			19980417:01695	04	04/17/1998 NS			200	SUB	DIVIDED LOT	
138-31-610-007	NEVA	DA LEGACY 14 L L C			19980417:01695	04	04/17/1998 NS		_ <u> </u>	200	11	.22 AC	Ļ
138-31-610-004	NEVA	DA LEGACY 14 L L C			19980417:01695	04	/17/1998	NS	<u>_</u> _	200	!	.04 AC	Ļ
138-31-610-004	NEVA	DA LEGACY 2 INC			19980417:01694	04	/17/1998	NS	ᆚ	200	31	.04 AC	ļĻ
138-31-610-004		OLE 1982 TRUST OLE WILLIAM & WANDA FA	45 AM		19950829:01782	08	3/29/1995	NS		200	31	.04 AC	
Quick Look-u I Want To Most Popula													

APN: 138-31-611-007

Inst #: 20161007-0000567
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #007
10/07/2016 09:56:01 AM
Receipt #: 2895308
Requestor:
EVANS & ASSOCIATES
Recorded By: CDE Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/ RECORDED DEED TO: Danka K. Michaels 9517 Queen Charlotte Dr. Las Vegas, NV 89145-8673

_Space Above this Line For Recorder's Use__

GRANT, BARGAIN, SALE DEED

The undersigned grantor:

Danka K. Michaels, an unmarried woman

does hereby convey, grant, bargain, sell and warrant to the following grantee;

Mich-Mich Trust dated April 5, 2010

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

PARCEL ONE (1):

Lot 73 Block C of Peccole West Lot 10 - Parcel 18-3-Phase 1, as shown by map thereof on file in Book 85 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2):

A non-exclusive easement for ingress, egress and public utility purposes on, over and across all those areas labeled private streets and common areas on the map referenced hereinabove which easement is appurtenant to Parcel One (1).

(And more commonly known as 9517 Queen Charlotte Drive, Las Vegas, Nevada).

The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s) as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantor, under penalty of perjury, declares that the actual consideration received for this conveyance was none.

DATED: SEP 1	3 2016		
		GRANTOR:	_ /
		00)
	6	Danka K. Mik	chaels
STATE OF NEVADA)) ss.		
COUNTY OF CLARK)		
whose name is subscrib signed the instrument. NOTARY PUBLIC Kandis L. Cert. No	Schnell	is personally know instrument and w	personally appeared before me, a non proved to me to be the person ho acknowledged to me that she hotary public STATE OF NEVADA by Considering State No. 99-4412-1
On this Notary Public. Danka K whose name is subscrit signed the instrument. NOTARY PUBLIC Kandis L. Cert. No	day of SEP And the second of t	is personally know instrument and w	personally appeared before me, in on proved to me to be the person ho acknowledged to me that she worker public state of NEVADA by Considerion Engines 5-11-18

STATE OF NEVADA	
DECLARATION OF VALUE	FOR RECORDERS OPTIONAL USE ONLY
 Assessor Parcel Number(s) 	
(a) 138-31-611-007	Document Instrument #:
(b)	Book: Page:
(c)	Date of Recording
(d)	Notes:
2. Type of Property:	
(a) Vacant Lot (b) X	Single Fam. Res 2-4 Plex
	2-4 Plex
(e) \square Apt. Bldg (f) \square	Comm'l/Ind'l
(g)□ Agricultural (h) □	Mobile Home
(g)□ Agricultural (h) □ Other	
3 Total Value/Sales Price of Propert	y \$
	value of Property) ()
Transfer Tax Value	\$
Real Property Transfer Tax Due	\$
4. If Exemption Claimed:	
a. Transfer Tax Exemption per N	RS 375.090, Section /
 b. Explain Reason for Exemption 	: Transfer to/from trust without consideration
5. Partial Interest: Percentage being t	ransferred:
	- Table 1
The undersigned, declares and acknow	wledges, 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 provided herein. Furthermore, the parties agree that disallowance of any
at 1% per month. Pursuant to NRS 375:030.	the Buyer and Seller shall be jointly and severally liable for any additional
amunit owod.	
	Capacity: Grantor
Signature 4 4	Capacity. Oranto
Signature	Capacity: Grantee
· · · · · · /	
SELLER (GRANTOR) INFORM	MATION BUYER (GRANTEE) INFORMATION
(Required)	(Required)
(itequires)	
Print Name: Danka K. Michaels	Print Name: Mich-Mich Trust
Address: 9517 Queen Charlotte Dr	
City: Las Vegas	City:Las Vegas
State: NV Zip: 89145	State: 144 Enp. 657 15
	and the second second
Company/Person Requesting Re	cording (required if not seller or buyer)
Evans & Associates	
7251 W Lake Mead #530	

Las Vegas, NV 89128

APN: 138-31-611-007

Inst #: 20161007-000566 Fees: \$19.00 N/C Fee: \$0.00 RPTT: \$0.00 Ex: #004 10/07/2016 09:56:01 AM Receipt #: 2895308 Requestor: EVANS & ASSOCIATES

EVANS & ASSOCIATES
Recorded By: CDE Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/ RECORDED DEED TO: Danka K. Michaels 9517 Queen Charlotte Dr. Las Vegas, NV 89145-8673

Space Above this Line For Recorder's Use_

GRANT, BARGAIN, SALE DEED

The undersigned grantors:

Danka K. Michaels, an unmarried woman and Thomas A. Pickens, an unmarried man, as joint tenants

do hereby convey, grant, bargain, sell and warrant to the following grantces:

Danka K. Michaels, an unmarried woman

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

PARCEL ONE (1):

Lot 73 Block C of Peccole West Lot 10 - Parcel 18-3-Phase 1, as shown by map thereof on file in Book 85 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2):

A non-exclusive easement for ingress, egress and public utility purposes on, over and across all those areas labeled private streets and common areas on the map referenced hereinabove which easement is appurtenant to Parcel One (1).

(And more commonly known as 9517 Queen Charlotte Drive, Las Vegas, Nevada).

The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantors, under penalties of perjury, declares that the actual consideration received for this conveyance was none.

DATED: SEP 1 3 2016	
	GRANTORS:
	Danka K. Michaels
	Thomas A. Pickens
STATE OF NEVADA)) ss.	
COUNTY OF CLARK)	
whose name is subscribed to the ab	who is personally known or proved to me to be the personal bove instrument and who acknowledged to me that she
NOTARY PUBLIC	KANDIS L. SCHNIELL NOTARY PUBLIC STATE OF NEVADA My Commission Expires: 3-11-19 Certificate No: 99-4412-1
KANDIS - SC Comm Exp. 8-11- CECT. NO 99-41	27 NEV 1 -19 1412-1
CEIT. 110 111	1 7

> Kandis L. Schnell Cert. No. 99-4412-1 Comm. Exp. 8-11-19

EVARCIO I. SCHROLL POTART FUBLIO CUATE OF PEVADA Commission Employ 8-11-18 Commission 14 (97-14)2 1

> TP0034 AA02061

STATE OF NEVADA	
DECLARATION OF VALUE	THE STATE OF THE S
 Assessor Parcel Number(s) 	FOR RECORDERS OPTIONAL USE ONLY
(a) 138-31-611-007	Document Instrument #:
(b)	Book:Page:
(c)	Date of Recording
(d)	Notes:
2. Type of Property:	
(a)□ Vacant Lot (b)X Single Far	n, Res
(c)□ Condo/Twnhse (d)□ 2-4 Plex	
(e)□ Apt. Bldg (f) □ Comm ¹ //	nd [*] l
(g)□ Agricultural (h)□ Mobile H □ Other	
3. Total Value/Sales Price of Property	\$
	roperty)()
Transfer Tax Value	\$
	•
Real Property Transfer Tax Due	\$
4 If Formation Claimed	
4. If Exemption Claimed:	;*
a. Transfer Tax Exemption per NRS 375.00	00 Section 4
b. Explain Reason for Exemption: Remove	on Section 4
b. Explain Reason for Exemption: Remove	. 3 . 3 . 3 . 3 . 3 . 3 . 3 . 3 . 3 . 3
5. Partial Interest: Percentage being transferred	
that the information provided is correct to the best of their if called upon to substantiate the information provided be claimed exemption, or other determination of additional tax	er penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, information and belief, and can be supported by documentation rein. Furthermore, the parties agree that disallowance of any due, may result in a penalty of 10% of the tax due plus interest at Seller shall be jointly and severally liable for any additional Capacity: Capacity: Grantor
Cimenus	· · · · · · · · · · · · · · · · · · ·
Signature	Capacity. Cumics
SELLER (GRANTOR) INFORMATION (Required)	BUYER (GRANTEE) INFORMATION (Required)
Print Name: Danka K. Michaels	Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.	Address: 9517 Queen Charlotte Dr.
City: Las Vegas	City: Las Vegas
State: NV Zip: 89145	City:Las Vegas State:NVZip:_89145
1	MANUFACTURE OF THE PROPERTY OF
Company/Person Requesting Recording (Evans & Associates 7251 W. Lake Mead #530 Las Vegas, NV 89128	required if not seller or buyer)

APN: 138-31-611-007

Inst #: 20161007-0000565
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #003
10/07/2016 09:56:01 AM
Receipt #: 2895308
Requestor:
EVANS & ASSOCIATES
Recorded By: CDE Pgs: 4
DEBBIE CONWAY

CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/ RECORDED DEED TO: Danka K. Michaels 9517 Queen Charlotte Dr. Las Vegas, NV 89145-8673

Space Above this Line For Recorder's Use____

GRANT, BARGAIN, SALE DEED

The undersigned grantors:

Danka K. Michaels and Thomas A. Pickens, wife and husband as joint tenants

do hereby convey, grant, bargain, sell and warrant to the following grantees:

Danka K. Michaels, an unmarried woman and Thomas A. Pickens, an unmarried man, as joint tenants

the grantor's interest in the real property located in the County of Clark. State of Nevada described as follows:

PARCEL ONE (1):

Lot 73 Block C of Peccole West Lot 10 - Parcel 18-3-Phase 1, as shown by map thereof on file in Book 85 of Plats, Page 44, in the Office of the County Recorder of Clark County, Nevada.

PARCEL TWO (2):

A non-exclusive easement for ingress, egress and public utility purposes on, over and across all those areas labeled private streets and common areas on the map referenced hereinabove which easement is appurtenant to Parcel One (1).

(And more commonly known as 9517 Queen Charlotte Drive, Las Vegas, Nevada).

The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantce(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantors under penalties of perjury, declares that the actual consideration received for this conveyance was none.

DATED: SEP 1 3 2016	
	GRANTORS: Danka K. Michaels
	Thomas A. Pickens
STATE OF NEVADA)) ss. COUNTY OF CLARK)	
Michaels Donko K Michaels	SEP 1 3 2016 personally appeared before me, a , who is personally known or proved to me to be the person
whose name is subscribed to the a	bove instrument and who acknowledged to me that she
signed the instrument.	KANDIS I SCHNELL NOTARY PUBLIC STATE OF NEVADA My Commission Exploss 6-11-19 Certificate No. 93-4412-1
KANDIS	L. SUNNEII
Cert. no	99-4412-1

STATE OF NEVADA

) ss.

COUNTY OF CLARK

On this 3 day of Sept 2016, personally appeared before me, a Notary Public. Thomas A. Pickens, who is personally known or proved to me to be the person whose name is subscribed to the above instrument and who acknowledged to me that he signed the instrument.

NOTARY PUBLIC

Kandis E. Schnell

Cert. No. 99-4412-1

Comm. Exp. 8-11-19

Comm. Exp. 8-11-19

STATE OF NEVADA	
DECLARATION OF VALUE	The second secon
 Assessor Parcel Number(s) 	FOR RECORDERS OPTIONAL USE ONLY
(a) <u>138-31-611-007</u>	Document Instrument #:
(b)	Book: Page:
(c)	Date of Recording
(d)	Notes:
2. Type of Property:	
(a)□ Vacant Lot (b)X Single Far	n. Res
(c)☐ Condo/Twnhse (d)☐ 2-4 Plex	
(e)□ Apt. Bldg (f) □ Comm'!/I	nd'l
(g)□ Agricultural (h)□ Mobile F	lome
Other	
3. Total Value/Sales Price of Property	\$
Deed in Lieu of Foreclosure Only (value of F	roperty) ()
Transfer Tax Value	\$
Real Property Transfer Tax Due	\$
4. If Exemption Claimed:	
a. Transfer Tax Exemption per NRS 375.0	90, Section <u>3</u>
b Explain Reason for Exemption: Being re	corded to correct true status of grantors
5. Partial Interest: Percentage being transferred	d: %
	, j
that the information provided is correct to the best of their if called upon to substantiate the information provided he taken in a contract of additional to	ler penalty of perjuly, pursuant to NRS 375.060 and NRS 375.110. information and belief, and can be supported by documentation erein. Furthermore, the parties agree that disallowance of any x due, may result in a penalty of 10% of the tax due plus interest and Seller shall be jointly and severally liable for any additional
Signature	Capacity: Grantor
Signature	Capacity: Grantee
	BUYER (GRANTEE) INFORMATION
(Required)	(Required)
Print Name: Danka K. Michaels	Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.	Address: 9517 Queen Charlotte Dr
City: Las Vegas	City:Las Vegas
State: NV Zip: 89145	City:Las Vegas
Company/Person Requesting Recording (Evans & Associates 7251 W. Lake Mead #530 Las Vegas, NV 89128	required if not seller or buyer)

Fee: \$17.00

N/C Fee: \$0.00

RPTT: \$5,094.90

10/07/2004

14:03:13

T20040110367 Requestor:

NEVADA TITLE COMPANY

Frances Deane

ARO Pgs: 4 5 Š

Clark County Recorder

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That Bradley L. Booke and Kym E. Booke, husband and wife, as joint tenants with rights of survivorship, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Danka K. Michaels and Thomas A Pickens, wife and husband as joint tenants, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

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

SUBJECT TO:

A.P. N.: 138-31-611-007

Escrow #04-08-1662-SAH

Mr. & Mrs. Thomas A. Pickens

9517 Queen Charlotte Drive Las Vegas, NV 89145-8673

Mail tax bill to and when recorded mail to:

R.P.T.T.: \$5,094.90

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

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

IN WITNESS WHEREOF, this instrument has been executed this day of
Bralley To Rooke Brance Socie Kyrn E. Booke
State of Nevada }
County of Clark This instrument was acknowledged before me on Sept 27, 3004
This instrument was acknowledged before me on by Bradley L. Booke and Kym E. Booke
S. HUTCHISON Notary Public - Nevada No 00-65825-1 My appl exp. Oct. 11, 2004 No 00-65825-1 My appl exp. Oct. 11, 2004

1727. 440000.

EXHIBIT "A"

PARCEL ONE (1):

LOT 73 BLOCK C OF PECCOLE WEST LOT 10- PARCEL 18-3-PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 85, OF PLATS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS ALL THOSE AREAS LABELED PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

State of Nevada Declaration of Value 1. Assessor Parcel Number(s) a) 138-31-611-007 b) c) d) Type of Property: FOR RECORDER'S OPTIONAL USE ONLY Sgl. Fam. Residence Vacant Land bì a) Document/Instrument #: 2-4 Plex Condo/Twnhse d) c) Book: Page: Apt. Bldg. Comm'l/Ind'l c) Date of Recording: Mobile Home Agricultural g) Notes: i) Other \$999,000.00 Total Value/Sales Price of Property Deed in Lieu of Foreclosure Only (value of property) \$999,000.00 Transfer Tax Value: \$5,094.90 Real Property Transfer Tax Due If Exemption Claimed: Transfer Tax Exemption, per NRS 375.090, Section: Explain Reason for Exemption: Partial Interest: Percentage being transferred: The undersigned declare(s) 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, 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 Capacity: GRANTOR/SELLER Signature: 1 Capacity: GRANTEE/BUYER (GRANTEE) INFORMATION **SELLER** (REQUIRED) Danka K. Michaels Bradley L. Booke Print Name: Print Name: 1517 Quen charlotte Dr. Las Vexas, NV BAIHS PACE # 100 Address: Address: utan exti City/State/Zip: City/State/Zip: COMPANY/PERSON REQUESTING RECORDING (required if not seller or buvor) 04-08-1662-SAH Nevada Title Company Print Name: 3320 W Sahara Ave, Suite #210 Address: Zip: 89102 City: Las Vegas State: (AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

4230



Assessor



Michele W. Shafe, Assessor

	Assessor Map Aerial View Comment Codes Current Own							1				
ASSESSOR DES	CRIP	rion										=
ORCHARD VALLE	Y AT E	LKHORN SPGS CLU	STER	NH S	4S-UT	6 PLAT B	OOK 83 PAGE	90 LOT 38	BLOC	K 7		_
CURRENT PARCEL NO	II CURRENTOWNER				% RECORDED DOCUMENT NO.			RECORDED DATE		VESTING	TAX DIST	
125-16-511-008 MICH-MICH TRUST <u>20161007;00634</u> 10/7/2016 NS 200							200	_				
PARCEL NO.	PR	RIOR OWNER(S)	%		DOC	ORDED JMENT	RECORDED DATE	VESTING	TAX DIST	EST SIZE		
125-16-511-008	місн	AELS DANKA K		20	1610	07:00633	10/07/2016	NS	200	SUBDIVIDED LOT		=
125-16-511-008		AELS DANKA K ENS THOMAS A		20	1610	07:00632	10/07/2016	ΤĽ	200	SUBDIVIDED LOT		
125-16-511-008	MICH KATA	AELS DANKA RINA		20110228:04081		28:04081	02/28/2011	JT	200	SUBDIVIDED LOT		
	PICK	ENS THOMSA A	<u> </u>	Ļ								=
125-16-511-008	CUST	OM ESTATES L L C	╙	<u>20101230:01126</u>		30:01126	12/30/2010	NS	200	SUBDIVIDED LOT		
125-16-511-008	DELU STAC	CIA GARRY G SR & Y J		20030903:03187		03:03187	09/03/2003	ΤĽ	200	SUBDIVIDED LOT		
125-16-511-008	DELU STAC	CIA GARRY G & Y J		19	9811	30:04857	11/30/1998	Л	200	SUBDIVIDED LOT		
125-16-511-008	WLF	HOMES L L C		19	9805	12:00172	05/12/1998	NS	200	SUBDIVIDED LOT		_
125-16-511-008	WATT PART	RESIDENTIAL NERS		19	9801	14:01500	01/14/1998	NS	200	SUBDIVIDED LOT		
125-16-502-005	WATT	RESIDENTIAL		19	9801	14:01500	01/14/1998	NS	200	12.57 AC		
Quick Look-u	P											
I Want To											~	
Most Popula									···········		~	

APN: 125-16-511-008

Inst #: 20161007-000634 Fees: \$18.00 N/C Fee: \$0.00 RPTT: \$0.00 Ex: #007 10/07/2016 10:00:23 AM Receipt #: 2895329 Requestor:

EVANS & ASSOCIATES
Recorded By: ANI Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/ RECORDED DEED TO: Mich-Mich Trust 9517 Queen Charlotte Dr. Las Vegas, NV 89145-8673

Space Above this Line For Recorder's Use___

GRANT, BARGAIN, SALE DEED

The undersigned grantor:

Danka K. Michaels, an unmarried woman

does hereby convey, grant, bargain, sell and warrant to the following grantee:

Mich-Mich Trust dated April 5, 2010

the grantor's interest in the real property located in the County of Clark. State of Nevada described as follows:

PARCEL ONE (1):

Lot Thirty-Eight (38) in Block Seven (7) of Final Map of Orchard Valley at the Elkhorn Springs Cluster Homes - Unit 6, as shown by map thereof on file in Book 83 of Plats. Page 90, in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom a non-exclusive easement for the use and enjoyment in and to the association property, as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346 as the same may from time to time be amended and/or supplemented, in the Office of the County Recorded of Clark County, Nevada.

PARCEL TWO (2):

A non-exclusive easement for the use and enjoyment in and to the association property as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346, as same may from time to time be amended and/or supplemented in the Office of the County Recorder of Clark County, Nevada, which easement is appurtenant to Parcel One (1).

(And more commonly known as 7608 Lowe, Las Vegas, Nevada).

The property is conveyed with all warrantics of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s) as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantor, under penalty of perjury declares that the actual consideration received for this conveyance was none.

received for the	، رې ، ، ، ، ن د د ، ، ، ، ، ، ، ، ، ، ، ، ،	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		*.*	457.6		
DATED:	SEP 13	2016	<i>.•</i>	8	\$5		
				GRANTO Danka K.	3		
STATE OF N)) ss.		J	/		
		day of	SEP 13	2016	nersoi	nally appear	red before me, a
Notary Public	Danka K	. Michael	s, who is r	ersonally ki	nown or p	roved to me	to be the person d to me that she
signed the ins	strument.				KARADI NOTA STATE	S.L. SCHNELL 177 PUBLIC 1: OF NEVADA sion Expires: 0-11-15 to No: 90-4412-1	
HOTARTE	Cert. 1 Comm 6 Comm 6	, L.S. *P.8.	CANET -11-19 -4412-	7	as in production of physics and the second con-	unguangungang dingny pagur na dalama	~

STATE OF NEVADA DECLARATION OF VAL	UE					
1. Assessor Parcel Number(s)		FOR R	ECORDE	RS OPT	IONAL U	JSE ONLY
(a) 125-16-511-008		Docume	ent Instrun	nent #:		
(b)		Book:		Р	age:	
(c)		Date of	Recording	3		
(d)						
2. Type of Property:		•				
(a)□ Vacant Lot	(b)X Single Far	n. Res				
(c)□ Condo/Twnhse	(d)□ 2-4 Plex					
	(f) 🗆 Comm*1/1	nd`l				
(g)□ Agricultural	(h) Mobile H	lome				
Other						
3. Total Value/Sales Price of I	roperty		\$			
Deed in Lieu of Foreclosure	Only (value of P	roperty)	()
Transfer Tax Value			\$			
Real Property Transfer Tax	Due		\$			
• •						
4. If Exemption Claimed:						
m e m m	ः NDC 275 00	no Conti	an 7			
a. Transfer Tax Exemptionb. Explain Reason for Exe	i per iniks 373.05	- 1 - 16-2 3(1 - 2601)	tener with	out conci	deration	
b. Explain Reason for Exe	mption: <u>i ransier</u>	<u>- (O/11-O111</u> 1.	irusi wiiii	<u>our consi</u> %	ucration	
5. Partial Interest: Percentage	being transferred	1;	- 490°s	70		
The undersigned, declares an that the information provided is correct if called upon to substantiate the inforcial claimed exemption, or other determina at 1% per month. Pursuant to NRS 3 amount over the control of t	t to the best of their mation provided be tion of additional to	informatio crein. Furtl v due may	n and belief, nermore, the result in a ne	and can be parties ago enalty of 10	supported been that disa we that disa of the tax	y documentation flowance of any due plus interest
	\checkmark		Capacity: _	Grantor		
Signature			Capacity	Citation		
Signature	• • • • • • • • • • • • • • • • • • • •		Capacity: _	Grantee		
SELLER (GRANTOR) IN	FORMATION	BUY	ER (GRA	NTEE)	INFOR	MATION
(Required)			(1	Require	d)	
Print Name: Danka K. Micl	naels	Print N	lame: Mic	h-Mich	Trust	
Address: 9517 Queen Charlo)r
	itte Di.					
City: <u>Las Vegas</u>		City.	Las vega	15	7:n. 001	45
State: <u>NV</u> Zip: <u>89145</u>	*	State:_	IN V		71h: 931	۳۵
Company/Person Requesting	ng Recording (require	d if not s	eller or	buyer)	
Evans & Associates						
7251 W. Lake Mead #530						

Las Vegas, NV 89128

APN: 125-16-511-008

Inst #: 20161007-0000633 Fees: \$19.00 N/C Fee: \$0.00 RPTT: \$0.00 Ex: #004 10/07/2016 10:00:23 AM Receipt #: 2895329 Requestor:

EVANS & ASSOCIATES
Recorded By: ANI Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

MAIL TAX NOTICE/BILL/ RECORDED DEED TO: Danka K. Michaels 9517 Queen Charlotte Dr. Las Vegas, NV 89145-8673

Space Above this Line For Recorder's Use_

GRANT, BARGAIN, SALE DEED

The undersigned grantors:

Danka K. Michaels, an unmarried woman and Thomas A. Pickens, an unmarried man, as joint tenants

do hereby convey, grant, bargain, sell and warrant to the following grantees:

Danka K. Michaels, an unmarried woman

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

PARCEL ONE (1):

Lot Thirty-Eight (38) in Block Seven (7) of Final Map of Orchard Valley at the Elkhorn Springs Cluster Homes - Unit 6, as shown by map thereof on file in Book 83 of Plats, Page 90. in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom a non-exclusive easement for the use and enjoyment in and to the association property, as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346 as the same may from time to time be amended and/or supplemented, in the Office of the County Recorded of Clark County, Nevada.

PARCEL TWO (2):

A non-exclusive easement for the use and enjoyment in and to the association property as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346, as same may from time to time be amended and/or supplemented in the Office of the County Recorder of Clark County. Nevada, which easement is appurtenant to Parcel One (1).

(And more commonly known as 7608 Lowe, Las Vegas, Nevada).

The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s). as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantors, under penalties of perjury, declares that the actual consideration received for this conveyance was none.

DATED: SEP 1	3 2016		
		GRANTO	ORS:
		Danka K.	Michaels
		Thomas A	. Pickens
STATE OF NEVADA)) ss.		
COUNTY OF CLARK		SEP 1 3 2016	
On this	day of		, personally appeared before me,
Notary Public, Danka I	K. Michaels.	who is personally k	nown or proved to me to be the person

whose name is subscribed to the a	above instrument and who acknowledged to me that she
signed the instrument.	
V M	MANGEL SCREEL
NOTARY PUBLIC	MOMAN FUELD NOTARY FUELD STATE OF HEVADA My Commission Express 2-11-19 Cettificial Not 59-4412-1
	Kandis L. Schnell
STATE OF NEVADA)	Cert. No. 99-4412-1
ှ _{ု့}) ss.	Comm. Exp. 8-11-19
COUNTY OF CLARK 🎺 🔝	
On this day of	SEP 1 3 2016 , personally appeared before me, a
Notary Public, Thomas A. Picken	s, who is personally known or proved to me to be the person
whose name is subscribed to the ab	ove instrument and who acknowledged to me that he signed
the instrument.	KANDS L SCHNEU.
	- NOTARY PUBLIC
	STATE OF NEVADA My Commission Expires: 8-11-19
NOTARY PUBLIC	Certificals No. 99-4412-1
	Kandis L. Schnell
	Cert. No. 99-4412-1
	Comm. Exp. 8-11-19
	cvb. 0-11-114
	\$ \text{\$\tau_{\text{\$\ext{\$\text{\$\exititt{\$\text{\$\exititt{\$\text{\$\exitin}}\$}\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{

- material

STATE OF NEVADA	
DECLARATION OF VALUE	·
1. Assessor Parcel Number(s)	FOR RECORDERS OPTIONAL USE ONLY
(a) 125-16-511-008	Document Instrument #:
(b)	Book: Page:
(c)	Book:Page: Date of Recording
(d)	Notes:
2. Type of Property:	
	ingle Fam. Res
(c)□ Condo/Twnhse (d)□ 2	
	Comm'l/Ind'l
	Mobile Home
(g)□ Agricultural (h) □ l □ <u>Other</u>	Nobile 176.iie
3. Total Value/Sales Price of Property	\$
	alue of Property) (
Transfer Tax Value	
Transier rax value	\$
Real Property Transfer Tax Due	્
Real Property Transfer Tax Dues	<u> </u>
A If Evenntian Claimed	
4. <u>If Exemption Claimed</u> :	
a. Transfer Tax Exemption per NR	25.275.000 Continu 4
	Remove co-owner without consideration
5. Partial Interest: Percentage being tra	misterred:
22 0 00 to 200 4 4 400 00 to 10 to 1	200 275 000 1200 275 110
	edges, under penalty of përjury, pursuant tu NRS 375.060 and NRS 375.110 st of their information and belief, and can be supported by documentation
	rovided herein. Furthermore, the parties agree that disallowance of any
	ditional tax due, may result in a penalty of 10% of the tax due plus interes
	e Buyer and Seller shall be jointly and severally liable for any additional
amount owed.	
Signature	Capacity: Grantor
	Cupacity. Others
Signature	Capacity: Grantee
/	
<u>SELLER (GRANTØR) INFORM/</u>	ATION BUYER (GRANTEE) INFORMATION
(Required)	(Required)
• •	• •
Print Name: Danka K. Michaels	Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.	Address: 9517 Queen Charlotte Dr
City: <u>Las Vegas</u>	City:Las Vegas
State: <u>NV</u> Zip: <u>89145</u>	State:NVZip:_89145
Company/Person Requesting Reco	rding (required if not seller or buyer)
Evans & Associates	
7251 W. Lake Mead #530	•
Las Vegas, NV 89128	

APN: 125-16-511-008

Inst #: 20161007-0000632
Fees: \$19.00 N/C Fee: \$0.00
RPTT: \$0.00 Ex: #003
10/07/2016 10:00:23 AM
Receipt #: 2895329
Requestor:
EVANS & ASSOCIATES
Recorded By: ANI Pgs: 4
DEBBIE CONWAY
GLARK GOUNTY RECORDER

MAIL TAX NOTICE/BILL/ RECORDED DEED TO: Danka K. Michaels 9517 Queen Charlotte Dr. Las Vegas, NV 89145-8673

Space Above this Line For Recorder's Use

GRANT, BARGAIN, SALE DEED

The undersigned grantors:

Danka Katarina Michaels and Thomas A. Pickens, wife and husband as joint tenants

do hereby convey, grant, bargain, sell and warrant to the following grantees:

Danka K. Michaels, an unmarried woman and Thomas A. Pickens, an unmarried man, as joint tenants

the grantor's interest in the real property located in the County of Clark, State of Nevada described as follows:

PARCEL ONE (1):

Lot Thirty-Eight (38) in Block Seven (7) of Final Map of Orchard Valley at the Elkhorn Springs Cluster Homes - Unit 6, as shown by map thereof on file in Book 83 of Plats. Page 90, in the Office of the County Recorder of Clark County, Nevada.

Reserving therefrom a non-exclusive easement for the use and enjoyment in and to the association property, as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346 as the same may from time to time be amended and/or supplemented, in the Office of the County Recorded of Clark County, Nevada.

PARCEL TWO (2):

SEP 1 9 2016

A non-exclusive easement for the use and enjoyment in and to the association property as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Elkhorn recorded March 22, 1995, in Book 950322 as Document No. 00346, as same may from time to time be amended and/or supplemented in the Office of the County Recorder of Clark County, Nevada, which easement is appurtenant to Parcel One (1).

(And more commonly known as 7608 Lowe, Las Vegas, Nevada).

The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer, or encumbrance hereof.

The undersigned grantors, under penalties of perjury, declares that the actual consideration received for this conveyance was none.

DATED:		
		GRANTORS:
		Danka Katarina Michaels
		Thomas A. Pickens
STATE OF NEVADA)	
) ss.	
COUNTY OF CLARK)	
On this	day of	SEP 1 3 2016, personally appeared before me, a
Notary Public. Danka F	Katarina Mi	ichaels, who is personally known or proved to me to be

the person whose name is subscribed to the above that she signed the instrument.	e instrument and who acknowledged to me
NOTARY PUBLIC	KANDIS L. SCHWELL NOTARY FUBLIC STATE OF NEVADA My Contribution Expires: 9-11-19 Cartificate Not 99-1412-1
STATE OF NEVADA)) ss. COUNTY OF CLARK ()	Kandis L. Schnell Cert. No. 99-4412-1 Comm. Exp. 8-11-19
SEP 13	2016
On this day of	personally appeared before me, a
Notary Public, Thomas A. Pickens, who is person	nally known or proved to me to be the person
whose name is subscribed to the above instrument	and who acknowledged to me that he signed
the instrument.	
NOTARY PUBLIC	KAMBB L SCHWELL NOTARY PUBLIC STATE OF NEVADA Aly Commission Extres 3-11-19 Coltrats No. 99-0412-1
Kandis	L. Schnell
Cert. N	vo. 99-4412-1
Comm	Exp. 8-11-19

4) -1

APN No.: 125-16-511-008

WHEN RECORDED MAIL TO: Dr. Danka Michaels, MD 9517 Queen Charlotte Las Vegas, NV 89145

MAIL TAX STATEMENTS TO:

Same As Above

Escrow No. 11054523-LG

inst #: 201102280004081
Fees: \$15.00 N/C Fee: \$0.00
RPTT: \$663.00 Ex: #
02/28/2011 04:07:24 PM
Receipt #: 691199
Requestor:
TICOR TITLE OF NEVADA INC
Recorded By: SCA Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

SPACE ABOVE FOR RECORDER'S USE ONLY

R.P.T.T. \$ 663.00

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Custom Estates, LLC

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to Danka Katarina Michaels amd Thomsa A. Pickens, wife and husband as joint tenants

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

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

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

SEE PAGE TWO (2) FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENT

Title No. TT05-TT11054523

LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 125-16-511-008

PARCEL ONE (1):

LOT THIRTY-EIGHT (38) IN BLOCK SEVEN (7) OF FINAL MAP OF ORCHARD VALLEY AT THE ELKHORN SPRINGS CLUSTER HOMES-UNIT 6, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY, AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR ELKHORN RECORDED MARCH 22, 1995, IN BOOK 950322 AS DOCUMENT NO 00346 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED, IN THE OFFICE OF THE COUNTY RECORDED OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOIR ELKHORN RECORDED ON MARCH 22, 1995 IN BOOK 950322 AS DOCUMENT NO 00346, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN, SALE DEED

Custom Estates, LLC

By: CLOWN CFO

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on , FEDRUAN 25 2011

by GAPT FUCHS

NOTARY PUBLIC

FRITZIORTIZ

Netary Pablic, State of Nevada
Appelatment No. 01-68303-1

My Appl. Expires Apc 12, 2013

APPT # 01-68303-/

	ATE OF NEVADA	
	CLARATION OF VALUE FORM	
1.	Assessor Parcel Number(s) a) 125-16-511-008	
	13	
	c)	
	d)	
2.	Type of Property:	
	a) 🗆 Vacant Land b) 🗖 Single Fam. Res	FOR RECORDER'S OPTIONAL USE ONLY
	c) Condo/Twnhse d) 12-4 Plex	Book: Page:
	e) \square Apt. Bidg f) \square Comm'i/Ind'i	Date of Recording:
	g) ☐ Agricultural h) ☐ Mobile Home	Notes:
	Other	
3.	a. Total Value/Sales Price of Property:	\$129,900.00
	b. Deed in Lieu of Foreclosure Only (value of property)	
	c, Transfer Tax Value:	\$129,900,00
	d. Real Property Tax Due:	\$ 663,00
4	If Exemption Claimed:	
	a Transfer Tay Evenation per NIP C 275 000 Section	
	b. Explain Reason for Exemption:	
	18	~
5.	Partial Interest: Percentage being transferred:	_%
	The undersigned declares and acknowledges, under	penalty of perjury, pursuant to NRS 375.060
	NRS 375.110, that the information provided is correct	
	be supported by documentation if called upon to s	
	thermore, the parties agree that disallowance of any c	
add	itional tax due, may result in a penalty of 10% of the ta	k due plus interest at 1% per month. Pursuant
	NRS 375,030, the Bayer and Seller shall be jointly ar	id severally liable for any additional amount
Jowe		pacity DUNCK
/ >		
Sign	nature Ca	pacity Cliff
		BUYER (GRANTEE) INFORMATION
	(REQUIRED)	(REQUIRED)
Prin		Name:Danka Katarina Michaels and Thomas
Δdd	ress: 5594 S, to 4 Ubackle Address	ekens 9517 Olyoon aminto
		State, Zip. 1 101 ECILIE
المستند	W.111 84148 . 100	W,111 89145
	1. 2 0	, , , , ,
	MPANY/PERSON REQUESTING RECORDING (r	
		crow, #11054523LG
Add	ress, City, State, Zip: 2285 Corporate Circle #130 Henc	lerson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

1	AFFIDAVIT OF CUSTODIAN OF RECORDS
2	STATE OF
3	COUNTY OF) ss:
4	
5	1. That at all times herein affiant was over eighteen years of
6	age, not a party to or interested in the proceedings in which this affidavit
7	was made.
8	2. I am employed by First American Title Company, in the
9	LITIGATION Department.
10	3. That on the 2th day of 100, 2018, affiant
11	received the SUBPOENA DUCES TECUM requesting:
12	Any and all documents in the file (whether stored electronically or on paper) relating to the purchase of the
13	property located at 9517 Queen Charlotte Drive, Las Vegas, Nevada 89145, Parcel # 138-31-611-007, Escrow #
14	04-08-1662-SAH, including, but not limited to, purchase agreements, the closing statement, records of deposits or
15	purchase funds, deeds, trust agreements, power of attorneys, e-mails, internal memos, general information
16	forms, correspondence, notes, wiring instructions and the front and back of any canceled checks.
	///
18	111
19	///
20	///
21	///
	4

1	4. That on the 27th day of, 2018, affiant		
2	provided true and correct copies of said documents.		
3	FURTHER, AFFIANT SAYETH NAUGHT.		
4	Dated this 27th day of 1nuy, 2018.		
5	2 day		
6	AFFIANT SIGNED AND SWORN to before me		
7	this day of, 2018.		
8	NOTARY PUBLIC		
9			
10	See Attached		
11	·		
12	·		
13			
14			
15			
16			
17			
18			
19	·		
20			
21			
7	5		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Orange) On July 27 2018 before me, Leila Date personally appeared Ellan Cortez A	Here Insert Name and Title of the Officer Name(s) of Signer(s)			
subscribed to the within instrument and acknow his/her/their authorized capacity(ies), and that by hor the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person(e) according to the entity upon behalf of which the person (e) according to the entity upon behalf of which the person (e) according to the entity upon behalf of which the entity upon behalf of	evidence to be the person(e) whose name(e) is/are ledged to me that he/she/they executed the same in ie/her/their signature(e) on the instrument the person(e), cted, 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 — Herman Signature of Notary Public			
	•			
	TIONAL			
Though this section is optional, completing this	information can deter alteration of the document or			
Though this section is optional, completing this fraudulent reattachment of this				
Though this section is optional, completing this	information can deter alteration of the document or form to an unintended document.			
Though this section is optional, completing this traudulent reattachment of this Description of Attached Document Title or Type of Document: Document Date:	information can deter alteration of the document or form to an unintended document.			
Though this section is optional, completing this fraudulent reattachment of this Description of Attached Document Title or Type of Document:	information can deter alteration of the document or form to an unintended document.			

Danka Michaels000488

Documents provided by Data tree LEC via its proprietary anagengland delivery system. Copyright 2003, All rights reserved.

20041007-0004230

Fee: \$17.00 RPTT \$5,094.90

N/C Fee: \$0 08

10/07/2004 14:03:13 720040110367

Requestor:

NEVADA TITLE COMPANY

Frances Deane R80 Clark County Recorder Pps: 4

A.P. N.: 138-31-611-007 R.P.T.T.: \$5,094,90

Escrow #04-08-1662-SAH

Mail tax bill to and when recorded mail to: Mr. & Mrs. Thomas A Pickens 9517 Queen Charlotte Drive

9517 Queen Charlotte Drive Las Vegas, NV 89145-8673

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That Bradley L. Booke and Kym E. Booke, husband and wife, as joint tenants with rights of survivorship, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Danka K. Michaels and Thomas A Pickens, wife and husband as joint tenants, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

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

SUBJECT TO:

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

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

CLARK, NV Document: DED 2004.1007.4230

IN WITNESS WHEREOF, this instrument has been executed this day of
Bradley L. Books
Ken E. Booke
State of Nevada }
County of Clark } ss:
This instrument was acknowledged before me on Sept 27, 2004 by Bradley L. Booke and Kym F. Booke
S. BUTCHES S. D. T. B. C. S. D. T. B. D. T. B. C. S. D. T. B. D. T
NOTARY PUBLIC Notary Fyblu - Nevada No 70 65825: My Commission Expires:

EXHIBIT "A"

PARCEL ONE (1):

LOT 73 BLOCK C OF PECCOLE WEST LOT 10- PARCEL 18-3-PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 85, OF PLATS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS ALL THOSE AREAS LABELED PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

Declaration of Value 1. Assessor Parcel Number(s) 2) 138-31-611 007 b) c) d)	Sq
2. Type of Property:	FOR RECORDER'S OPTIONAL USE ONLY Document Instrument #: Rook: Page: Date of Recording: Notes: \$999,000.00
Deed in Lieu of Foreclosure Only (value of property)	
Transfer Tax Value:	00.000.9992
Real Property Transfer Tax Due 4. If Exemption Claimed:	\$5,094.90
a. Transfer Tax Exemption, per NRS 375.090, Section:	
b. Explain Reason for Exemption.	
5. Partial Interest: Percentage being transferred: 100 The undersigned declare(s) and acknowledges, under per 175,110, that the information provided is correct to the best documentation if called upon to substantiate the informational disallowance of any claimed exemption, or other determined of the tax due plus interest at 1°5 per month. Pursuant to N severally liable for any guidifornal amount owned. Signature: 1774 1775 1775 1775 1775 1775 1775 1775	of their information and helief, and can be supported by tion provided herein. Furthermore, parties agree that ion of additional tax due, may result in a penalty of 10%
rint Name: Bradley L. Booke Pr Address: Will Exchange, Nace #70 Ad	int Name: Danka K. Michaels ddress: 4511 Wan Changette Dr. try/State/Zip: La Vexas, NV Edikh
rint Name: Nevada Title Company iddress: 33.20 W Sahara Ave, Suite #210 ity: Las Vegas State: NV	Esc. 4: 04-08-1062-SAH

CLARK, NV Document: DED 2004.1007.4230

20041007-0004231

Fee: \$33.00

N/C Fee: \$25.00

10/07/2004

14:03:13

122040110367 Requestor:

NEVADA TITLE COMPANY

Frances Deane

FRO

Clark County Recorder

Pas 20

(Name of Natural Porson)

981 Airway Court, Suite E (Street Addross)

Assessor's Parcel No.: 138-31-611-007

After recording please return to:

GreenPoint Mortgage Funding, Inc. (Company Name)

Santa Rosa, CA, 95403-2049 (City, State Zip Code)

Ustil a change is requested, all fax statements shall be sent to the following address:

Danka K Michaels (Name)

9517 Queen Charlotte Drive (Street Address)

Las Vegas, NV 89145 (City, State Zip Code)

04-08-1662-SAH

[Space Above This Une For Recording Data]

Loan Number: 0085079119

DEED OF TRUST

MIN 100013800R50791191

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.

"Security Instrument" means this document, which is dated September 30, 2004 , together (A) with all Riders to this document.

"Borrower" is Danka K Michaels, A Murried Woman and Thomas A Pickens, A Married Man as Joint Tenants

Borrower is the trustor under this Security Instrument.

Nevada Deed of Trust-Single Family Famile MacFreddle Mac UNIFORM INSTRUMENT
—THE COMPLIANCE SOURCE, INC.—

Fage 1 of 15

MERS Medified Form 3029 01/01

(C) "Lender" is GreenPoint Mortgage Funding, Inc., Lender is a Corporation organized and existing under the laws of the State of New York. Lender's address is 10 Wood Reliow Drive, Novato, CA 94945.		
(D)	"Trustee" is Musin Conveyancing Corp.,	
solely as Instrum	"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security with MERS is organized and existing under the laws of Delaware, and has an address and telephone of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.	

- (F) "Note" means the promissory note signed by Borrower and dated September 30, 2004. The Note states that Borrower owes Lender Seven Hundred Ninety Nine Thousand Two Hundred and 00/100ths Dollars (U.S. 5799,200,00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2034.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (II) "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.
- (1) "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]:

Adjustable Rate Rider Balkoon Rider	Condominium Rider X Planned Unit Development Rider	Second Home Rider Biweekly Payment Rider
1-4 Family Rider	Revocable Trust Rider	
Other(x) [specify]		

- (4) "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 Horrower or the Property by a condominium association, homeowners association or similar organization.
- (1.) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, death, 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 iostitution to debit or credit an account. Such term includes, but it not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Hems" means those items that are described in Section 3.

Nevada Deed of Trust-Single Family-Famile Man	Fredule Mac UNIFORM INSTRUMEN	MERS Modified Form 2029 01/4
-The Compliance Source, Inc.	Page 2 of 15	FASCING PAC
war complisationals that		C2000, The Complicate Secret, In
	ELIZA 1811 1611 BRIDI 1610 BRIDI 1610 BRIDI 1610	E 12/31 //282 //210 / E/B/ 1/30 / 1/50 / 1/6/1
	M. 1951 & 1867 & 1857 & M. 1870 \$ 1876 #5371 # 1881 1882 1882	直 15 [6] 13 [15 15] 15 [6] [15 [7] [15
		0 1 1 0 1 1 7

- "Miscellaneous Proceeds" means any compensation, settlement, award of dumages, 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 hen of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- "Mfortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (a) any amounts under Section 3 of this Security Instrument.
- "RESPA" means the Real listate 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.
- "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 of Clark:

[Type of Recording Jurisdiction]

[Cit]

[Name of Recording Jurisdiction]

PARCEL ONE (1):

LOT 73 BLOCK C OF PECCOLE WEST LOT 10- PARCEL 18-3-PHASE I, AS SHOWN BY THEREOF ON FILE IN BOOK 85, OF PLATS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2)

A NON-ENCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES ON. OVER AND ACROSS ALL THOSE AREAS LABRLED PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE WHICH EASEMENT IS APPURTENANT TO PARCEL ONE. (1)

which currently has the address of 9517 Queen. Charlotte Drive

[Stroot]

Las Vegas

, Nevada 89145

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, apputtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be

Nevada Deed of Trust-Single Femily-Famile ManTreddie Mac UNIFORM INSTRUMENT -The Compliance Source. Inc.-

MERS Modified Form 3029 01/01

Page 3 of 15 TAJBINY 9001 ance Susuce, Inc

[Zip Codo]

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 forecluse 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.

TRIS 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, Exerow 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 fiscrow 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 impaid, 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) cosh; (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 or partial payment 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 intraediately 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 arrivant 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 Eacrow 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 ben or encumbrance on the Property; (b) leasehold payments or ground tents on the Property, if any; (c) premiums for any and all insurance required by Lender imder Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in hea 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 on Escrow Item. Borrower shall promptly furnish to I ender all notices of annunts 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 Exerow 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 Heres 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 liserow 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 definiency 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 to 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.

Ners die Derd of Trust-Single Family-Founde Mac Freddie Mar Friedrich Institutien T MERS Modified Form 3029 01/01

—The Compliance Sounds, Inc.—

Fage 5 of 15

Landay and Description of the Complete Sounde Inc.

Complete Inc.

Comp

4. Chargest Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions annibutable 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 listrow 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 purt 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 tloods, 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 proceeding 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 and certification, 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 niight 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

Nevado Deed of Trust-Single Family-Famile MacFreddle Mac UNIFORM INSTRUMENT

—THE COMPRIANCE SOURCE, Inc.—

Page 6 of 15

C309, The Company Source, Inc.

C309, The Company Source, Inc.

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 of 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.

It Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Horrower 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 it Lender acquires the Property under Section 22 or otherwise, 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 uncarned 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 reatoration 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 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 Bottower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower (a) is 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

Newada Deed of Trust-Single Family-Famile Mac/Freddle Mac UNIFORM INSTRUMENT

—Fire Contractives Source, Inc.—

Page 7 of 15

Family Fa

CLARK, NV Document: DOT 2004.1007.4231

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 littined 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, Burrower 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 mongage 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 coased 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 poid 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 Mongage Insurance, Borrower shall pay the premiums required to maintain Morigage 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 at 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 where 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 poid 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 uncarned 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 apportunity 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 fast 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 torfeiture of the Property or other material impairment of Lender's interest in the

Ner ada Deed of Trusi Single Pamily-Famile Mac UNIFORM INSTRUMENT

THE COMPLIANCE SOURCE, INC.—

Page 9 of 15

INTERS Modified Form 3029 01/01

IAMOINV 48-01

COMPLIANCE SOURCE, INC.—

COMPLIANCE SOUR

Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

- 12. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Horrower shall not operate to release the liability of Horrower 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 denuad 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, to bear 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 hind (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 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 Borrower's 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

Nevada Deed of Trust-Single Family-Panele MacFreddle Mac UNIFORM INSTRUMENT
- THE COMPLIANCE SOURCE, INC.—
Page 10 of 15

Page 10 of 15

AND THE COMPLIANCE SOURCE, INC.—
Page 10 of 15

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.

10. 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 ferminine 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 accured 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. It 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 (e) 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; (e) 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 easilier's check, provided any such check is drawn upon an institution whose deposits are insured by a sederal 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 Penodic Payments due under the

Nevada Deed of Francisingle Family-Famile MacFreddle Mac UNIFORM INSTRUMENT MERS Modified Form 3029 01/01

—The Compliance Source, Inc. Page 11 of 15

—Bay compliance source, and the Compliance Source, inc. Compliance Sour

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 closs) 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 clapse 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 care 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, keroscene, 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 Botrower 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 Botrower 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. Botrower 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

See and Deed of Trans-Single Family-Pamile Mac/Freddit Star L NIFORM INSTRUMENT

—THE COMPLIANCE SOURCE, 1907—

Page 12 of 15

12-MINY MORE COMPLIANCES (1987)

Page 12 of 15

12-MINY MORE COMPLIANCES (1987)

13-MINY MORE COMPLIANCE

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. 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 parcets 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 facic evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of

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

Newada Dred of Truet-Singk Family-Fanale MacFreddle Mac UNIFORM (INSTRUMENT MERS Modified Form J029 01/01

— THA COMPLIANCE SOURCE, INC.—

Page 13 of 15

Cased The Compliance Source, Inc.

Cased The Compliance Source, Inc.

Witnesses		$-\Lambda$	
		Danka K Michaels	9/30/04 (Seal)
Printed Name	Picase Complete)		(Printed Name)
	p and company	Thomas A Pickens	(Scal) -Borrower [Priviled Name]
			(Scal) -Herrower [Profed Name]
Printed Name	(Piense Complete;		(Seal) Horrowa [Printed Name]
	4		
	(Аскложюдуто	nt on Following Page	

Nevada Deed of Trust-Single Family-Famile Map/Freedite Mac UNIFORM INSTRUMENT MERS	Modified Form 3029 01/0
—THE COMPLIANCE SOURCE, INC.— Page 14 of 15	IND VIOLET
A A C (ALL) HECKEN'S CON	CONVI, The Comphance Source, In

State of

Nevada

County of

(Scal)

Before me the undersigned authority, on this day personally appeared Danka K Michaels and Thomas A Pickens known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this

30th

day of September 2004

Notary Public

Innomon Basky

My Commission Expires: 5-10-06

My Appli Express May 10, 2006 Appointment No 02756731 HOWN PLAC SEED O MAYOU CINNAMON TEASLEY



Arvada Deed of Trust-Single Family-Fanale Mac/Freddie Mac UNIFORM INSTRUMENT

— THE COMPLIANCE SOURCE, INC.—

Page 15 of 15

MERS Modified Form 3029 01/01 Jesojav estoj lamet Krarce Sac

Loan Number: 0085079119

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30 day of September, 2004 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 GreenPoint Mortgage Funding, Inc. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

9517 Queen Charlotte Drive, Las Vegas, NV 89145

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in Declaration of Covenants, Conditions, and Restrictions (the "Declaration"). The Property is a part of a planned unit development known as:

Peccale West

(Name of Planned Unit Drivelopment)

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

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument,

- Borrower and Lender further covenant and agree as follows:

 A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, must instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance earner, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire,

Multitude PCD Rider - Single Sumly - Famile ManFreddie Mar UNIFORM INSTRUMENT Form 3150 01/01 -THE COMPLIANCE SOURCE, INC.-145015EU 4990 Page 1 of 3

hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then:

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

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in tieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- 6. Lender's Prior Consent. Horrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(1) the abandonment or termination of the PUD, except for abandonment or termination required by

law in the case of substantial destruction by fire or other casualty or in the case of a taking by condennation or emment domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

Multiplace PUD Roder - Single Family Family MacFreddie Mac ENIFORM INSTRUMENT Form 3159 01/01

—THE COMPLIANCE SOURCE, INC.—Page 2 of 3

FAMILY OF THE COMPLIANCE SOURCE INC.—Page 2 of 3

FAMILY OF THE COMPLIANCE SOURCE INC.—Page 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—Page 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—Page 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC.—PAGE 2 of 3

FORM TO THE COMPLIANCE SOURCE INC

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

Danks K Tichaels (Scal)

(Sign Original Only)

Multipacte PLD Rider -- Single Family -- Famale MapFreedile Mac UNIFORM INSTRUMENT Porm 3150 01601
-- THE COMPLIANCY SOURCE, INC. -- Page 3 of 3

**RAY compliance source from Compliance from

Loan Number: 0085079119

ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published by the Wall Street Journal) - Rate Caps Accrued Interest Only for Fixed Rate Period)

THIS ADJUSTABLE RATE RIDER is made this 30th day of September 2004, 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 ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to GreenPoint Mortgage Funding, Inc. ("Lender") of the same date and covering the property described in the Security Instrument and located at:

9517 Queen Charlotte Drive, Las Vegas, NV 89145

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

I. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of October, 2009, and on that day every six months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "lindex" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market as published by the Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 250/1000ths percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.725%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.500% or less than 2.250%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One and 00/1000ths percentage points (1.000%) from the rate of interest I have been paying for the preceding months. My interest rate will never be greater than 10.500%.

Adjustable Rine Rider
(GreenPolat Morigage Funding 00275531U (H0282) 04/9

Danka Michaels000525 Page: 19 of 20

(E) Effective Duty of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my nonthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF PROFERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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 of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a heneficial 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferce as if a new loan were being made to the transferce; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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 of demand on Borrower.

BY SIGNING BELOW, Borrower accepts and ugrees to the terms and covenants contained in this Adjustable Rate Rider.

| Por O | Seal | Sea

Danka Michaels000526 Page: 20 of 20

REQUIREMENT AND ACKNOWLEDGEMENT PAGE

Preliminary Title Report dated: July 15, 2004			
The following requirements will need to be complied with prior to the close of escrow:			
REQUIREMENT (S)	COMPLETION DATE		
PICKENS, in order to complete this report proceedings, liens, decrees or other matter but which, if any do exist, may affect the	ers which do not specifically describe said land, title or impose liens of encumbrances thereon. Iformation to the title department at least one		
The undersigned is in receipt of the Prelimbave read both in their entirety.	minary Title Report and requirement page and		
Ву:	Date:		

NEVADA TITLE COMPANY 2500 North Buffalo, Suite # 150 Las Vegas, Nevada 89128 (702) 251-5000

ATTENTION: Sheri A. Hutchison

July 13, 2018

Your Number

Order Number:

04-08-1662-SAH

Dated as of July 15, 2004 at 7:30 a.m.

In response to the above referenced application of a Policy of Title Insurance,

Nevada Title Company

Hereby reports that it is prepared to issue, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage of said Policy or Policies are set forth in Exhibit "A" attached. Copies of the Policy forms should be read. They are available from the office, which issued this report.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a Policy of Title Insurance, and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be required.

Title Officer: Janet M Harris

The form of Policy of Title Insurance contemplated by this report is:

- (X) California Land Title Association Standard Owner's/Lenders
- (X) American Land Title Association Lender's Policy
- () American Land Title Association Owners Policy
- () Preferred Homeowners Policy

SCHEDULE A

THE ESTATE OR INTEREST IN THE LAND DESCRIBED OR REFERRED TO IN THIS SCHEDULE COVERED BY THIS REPORT IS:

A FeeEstate as to Parcel I; an Easement as to Parcel II

Title to said estate or interest at the date hereof is vested in:

Bradley L. Booke and Kym E. Booke, husband and wife, as joint tenants with rights of survivorship

The land referred to in this report is situated in the State of Nevada, County of Clark, and is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION:

Buyer: Danka K. Michaels and Thomas Pickens Address: 9517 Queen Charlotte Drive Las Vegas, NV

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL ONE (1):

LOT 73 BLOCK C OF PECCOLE WEST LOT 10- PARCEL 18-3-PHASE 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 85, OF PLATS, PAGE 44, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXLUSIVE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS ALL THOSE AREAS LABELED PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1)

SCHEDULE B

At the date hereof Exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

EFFECTIVE JULY 1, 2003, ALL DOCUMENTS, EXCEPT MAPS, SUBMITTED FOR RECORDING WITH THE OFFICE OF THE CLARK/NYE COUNTY RECORDER, MUST COMPLY WITH NRS 247.110, AS FOLLOWS:

- a) Be on 20# paper that is 8 ½ inches by 11 inches in size
- b) Have a margin of 1 inch on the left and right sides and at the bottom of each page; and
- c) Have a space of 3 inches by 3 inches at the upper right corner of the first page and have a margin on 1 inch at the top of each succeeding page.
- d) Not contain printed material on more than one side of each page.
- e) Print that is NO smaller than 10-point Times New Roman font and contains no more than 9 lines of text per vertical inch.
- f) MUST NOT be printed in any ink other than black

ANY DOCUMENT NOT COMPLYING WITH THESE GUIDELINES WILL BE SUBJECT TO AN ADDITIONAL, MINIMUM COUNTY NON-COMPLIANCE RECORDING CHARGE OF \$25.00 PER DOCUMENT.

1. State and County Taxes for the fiscal period of 2004 to 2005, a lien now due and payable in the total amount of \$7443.87.

First installment of \$1860.96 unpaid delinquent third Monday in August

Second installment of \$1860.97 unpaid delinquent first Monday in October

Third installment of \$1860.97 unpaid delinquent first Monday in January

Fourth installment of \$1860.97 unpaid delinquent first Monday in March

- 2. Any supplemental taxes which may become a lien on the subject property by reason of increased valuations due to land use or improvement, NRS 361.260, or otherwise.
- 3. Reservations in the patent from the United States of America, recorded December 5, 1958, in Book 180 as Document No. 146618 and recorded October 23, 1985 in Book 2205 as Document No. 2164188, of Official Records.

4. Covenants, Conditions and Restrictions: (But deleting restrictions, if any, indicating any preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin) as contained in the Declaration of Restrictions recorded May 30, 1996 in Book 960530 as Document No. 00241 of Official Records.

The above document was re-recorded on August 30, 1996 in Book 960830 as Document No. 01630.

The above document was re-recorded on September 12, 1996 in Book 960912 as Document No. 01520.

Said instrument provides that a violation thereof shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon QUEENSRIDGE OWNERS ASSOCIATION, including any unpaid delinquent assessment as provided therein.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded September 24, 1996 in Book 960924 as Document No. 00092, of Official Records.

The above document was re-recorded on December 12, 1996 in Book 961212 as Document No. 01662.

The provisions of the above stated Covenants, Conditions and Restrictions were purportedly annexed to include the herein described land by an instrument recorded August 4, 1998 in Book 980804 as Document No. 01300 of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded September 24, 1996 in Book 960924 as Document No. 00093, of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded April 21, 1998 in Book 980421 as Document No. 00085, of Official Records.

5. Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 85 of Plats, Page 44, of Official Records.

6. Covenants, Conditions and Restrictions: (But deleting restrictions, if any, indicating any preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin) as contained in the Declaration of Development Restrictions recorded August 4 1998 in Book No. 980804 as Document No. 01301 of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded August 21, 1998 in Book 980821 as Document No. 00096, of Official Records.

7. Deed of Trust to secure an indebtedness of \$310,000.00 and any other amounts payable under the terms thereof:

Recorded:

August 9, 1999 in Book 990809 Document No. 01395 of Official

Records.

Dated: August 5 1999

Trustor:

BRADLEY L. BOOKE AND KYM E. BOOKE, HUSBAND &

WIFE

Trustee:

FIRST AMERICAN TITLE

Beneficiary: CHASE MANHATTAN MORTGAGE CORPORATION

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

8. Deed of Trust to secure an indebtedness of \$100,000.00 and any other amounts payable under the terms thereof:

Recorded:

August 9, 1999 in Book 990809 Document No. 01396 of Official

Records.

Dated:

NOT SET OUT

Trustor:

BRADLEY L. BOOKE AND KYM E. BOOKE

Trustee:

FIRST AMERICNA TITLE

Beneficiary: CHASE MANHATTEN BANK USA N.A.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

NOTE: The Deed of Trust set forth above is purported to be a "CREDIT LINE" Deed of Trust. It is a requirement that the trustor of said Deed of Trust give written authorization to close said credit line account with beneficiary when the Deed of Trust is being paid through Nevada Title Company.

- 9. There are NO deeds affecting said land, recorded within twenty-four (24) months of the date of this report.
- 10. Water rights, claims or title to water, whether or not shown by the public records.

TAX INFORMATION:

2004-2005

District: 200 Tax Rate: 3.3002

Parcel No.: 138-31-611-007, 138-31-611-007

Real Estate: \$103600.00

Improvements: \$121958.00 Assessed Valuation: \$225558.00

Acreage Assessed: N/A

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

SBD

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. A fullpage explanation of our privacy policy is being delivered to you separately. If you do not receipt it, or if you have questions about it, please call us, and a duplicate copy will be provided to you.

CERTIFICATE OF CUSTODIAN OF RECORDS

STATE OF NEVADA)
)ss
COUNTY OF CLARK)

NOW COMES ROZANNE SMITH, who after first being duly sworn deposes and says:

- 1. I am over the age of twenty-one (21) years and fully competent to testify to the statements made in this Affidavit in a court of law.
- The statements made in this Affidavit are true to the best of my own personal knowledge, except those made upon information and belief, and, as to those statements, I believe them to be true.
- 3. That I am the custodian of records for TICOR TITLE OF NEVADA, INC.
- 4. I hereby certify that the files delivered to Fidelity National Law Group on or about the 30th day of August, 2018, for Escrow File Number 11054523, is a true and correct copy of the original records maintained and created in the ordinary course of business of TICOR TITLE OF NEVADA, INC.

ROZÁNNE SMIŤH

SUBSCRIBED and SWORN to before me this 30 day of Argust, 2018

NOTARY RUBLIC

ABBEY RIMMER
Notary Public State of Nevada
No. 08-5940-1
My Appt. Exp. Aug. 1, 2020

SUB008154

(4) -1

APN No.: 125-16-511-008

WHEN RECORDED MAIL TO: Dr. Danka Michaels, MD 9517 Queen Charlotte Las Vegas, NV 89145

MAIL TAX STATEMENTS TO: Same As Above

Escrow No. 11054523-LG

Inst #: 201102280004081 Fees: \$16.00 N/C Fee: \$0.00 RPTT: \$663.00 Ex: # 02/28/2011 04:07:24 PM Receipt #: 691199 Requestor:

TICOR TITLE OF NEVADA INC Recorded By: SCA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

SPACE ABOVE FOR RECORDER'S USE ONLY

R.P.T.T. \$ 663.00

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Custom Estates, LLC

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby Gram, Bargain, Sell and Convey to Danka Katarina Michaels and Thomsa A. Pickens, wife and husband as joint tenants

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

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

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

SEE PAGE TWO (2) FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENT

Title No. TT05-TT11054523

LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 125-16-511-008

PARCEL ONE (1):

LOT THIRTY-EIGHT (38) IN BLOCK SEVEN (7) OF FINAL MAP OF ORCHARD VALLEY AT THE ELKHORN SPRINGS CLUSTER HOMES-UNIT 6, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY, AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR ELKHORN RECORDED MARCH 22, 1995, IN BOOK 950322 AS DOCUMENT NO 00346 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED, IN THE OFFICE OF THE COUNTY RECORDED OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOIR ELKHORN RECORDED ON MARCH 22, 1995 IN BOOK 950322 AS DOCUMENT NO 00346, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN, SALE DEED

Custom Estates, LLC

STATE OF NEVADA COUNTY OF CLARK

This instrument was acknowledged before me on , FEBRUAR by BARL FUCHS.

NOTARY PUBLIC

FRITZI ORTIZ Notary Public, State of Nevada Appelatment No. 01-68303-1 My Appl. Expires Apr. 12, 2613

01-68303-1 4/12/2013

STA	ATE OF NEVADA CLARATION OF VALUI	c FORM				
i.	Assessor Parcel Number(s)					
	a) <u>125-16-511-008</u>					
	b)					
	c)	(`			
2.	Type of Property: a) □ Vacant Land c) □ Condo/Twnhse e) □ Apt. Bldg g) □ Agricultural □ Other	b) Single Fam. Res d) 12-4 Plex f) Comm'l/Ind'l h) Mobile Home	Book:	of Recording:_ :	OPTIONAL USE O	
3.	a. Total Value/Sales Price	of Property:		\$129,900.00)	`
-	b. Deed in Lieu of Foreclo c. Transfer Tax Value:	sure Only (value of prope	erty)	-)	
	d. Real Property Tax Due:					
5.	b. Explain Reason for E Partial Interest: Percentag The undersigned deci	e being transferred:	under pena	% Ity of perjury		
ca	d NRS 375.110, that the in n be supported by docum	entation if called upon	to substan	ntiate the int	ormation provided	ation of
Fι	arthermore, the parties agree	e that disallowance of	dily Claime	nlue interest	et 1% per month.	Pursuant
ad	Iditional tax due, may result NRS 375.030, the Buyer	in a penalty of 10% of t	tiv and sev	verally liable	for any additional	amount
	wed.				00	
	ignature	012814	Capacity	MANY.		and the second s
/ `	ignature 2	The foll	Capacit		VK	
- 5	ignature ====================================					
	SELLER (GRANTOR)	INFORMATION	BUY	ER (GRANT	EE) INFORMAT	<u>ION</u>
	(REQUIR	ED)		REC	OURED)	Thomas
p	rint Name: Custom Estates.	LLC			rina Michaels and	u 11)
۵	Address: 5594 State, Zip. W, M	- Foot Upaane	A. Pickens Address: _ City, State	4, Zip. W	0,0000 11,711 11,000	warbte 5
	COMPANY/PERSON REC		NG (requi	red if not sel	ler or buy)	
-	Time Time Title of Ne	avada INC	ESCION	. IT I I US I SAUL		
	Address, City, State, Zip: 22	85 Corporate Circle #130) Henderso	on, NV 89074	2	

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

PIN #: 125-16-511-008 After Recording Return To: IMORTGAGE.COM, INC. 4800 N. SCOTTSDALE ROAD, SUITE 3800 SCOTTSDALE, AZ 85251 ATTN: CLOSING DEPARTMENT

Grantce:

IMORTGAGE.COM, INC. 4800 N. SCOTTSDALE ROAD, SUITE 3800 SCOTTSDALE, AZ 85251

Mail Tax Statement To: IMORTGAGE.COM, INC. 4800 N. SCOTTSDALE ROAD, SUITE 3800 SCOTTSDALE, AZ 85251

Inst #: 201102280004082

Fees: \$35.00 N/C Fee: \$25.00 02/28/2011 04:07:24 PM Receipt #: 691199 Requestor:

TICOR TITLE OF NEVADA INC Recorded By: SCA Pgs: 22 **DEBBIE CONWAY CLARK COUNTY RECORDER**

[Space Above This Line For Recording Data]

DEED OF TRUST

MICHAELS Loan #: 0611020015 MIN: 100140206110200153 PIN: 125-16-511-008

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 FEBRUARY 25, 2011, together with all Riders to this document.
- (B) "Borrower" is DANKA KATARINA MICHAELS AND THOMAS A. PICKENS, WIFE AND HUSBAND. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is IMORTGAGE.COM. INC.. Lender is a CORPORATION organized and existing under the laws of ARIZONA. Lender's address is 4800 N. SCOTTSDALE ROAD, SUITE 3800, SCOTTSDALE, AZ 85251.
- (D) "Trustee" is TICOR TITLE OF NEVADA.
- (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 FEBRUARY 25, 2011. The Note states that Borrower owes Lender ONE HUNDRED THREE THOUSAND NINE HUNDRED TWENTY AND 00/100 Dollars (U.S. \$103,920.00) plus interest. Borrower has promised to pay this debt in regular

NEVADA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01

0611020015

Periodic Payments and to pay the debt in full not later than MARCH 1, 2041. (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]: ☐ Second Home Rider Condominium Rider ☐ Adjustable Rate Rider ☐ Biweekly Payment Rider ☐ Balloon Rider Other(s) [specify] □ I - 4 Family Rider (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non appealable judicial opinions. (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization. (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers. (M) "Escrow Items" means those items that are described in Section 3. (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan. (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument. (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, 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 NEVADA -Single Family - Fannie Mae/Freddie Mae

Page 2 of 15

UNIFORM INSTRUMENT Form 3029 1/01

342.8

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. which currently has the address of 7505 LOWE AVENUE, LAS VEGAS, Nevada 89131 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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

NEVADA -Single Family - Fannle Mac/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 ⇒ 342.8 Page 3 of 15

TTN00034

Danka Michaels000737

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 cartier, 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

NEVADA -Single Family - Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 4 of 15

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: (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

NEVADA -Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 ⇒ 342.8 Page 5 of 15

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 lessor 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 mortgagec 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

NEVADA -Single Family - Fannie Mac/Freddle Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 6 of 15

Berrower's rights (other than the right to any refund of uncarned 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 navnent.

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or 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

NEVADA -Single Family - Fannic Mac/Freddic Mac
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 8 of 15

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 uncarned 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

NEVADA -Single Family - Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 9 of 15

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

NEVADA -Single Family - Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 10 of 15

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 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 logal 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.

NEVADA -Single Family - Faunie Mae/Freddle Mae
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 11 of 15

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 clapse 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 petricides 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 Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located.

NEVADA -Single Family - Fannie Mae/Freddle Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 13 of 15

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
- 24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.
- 25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. SN/A

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

- BORROWER - J

DANKA KATARINA MICHAELS - DATE

- BORROWER - THOMAS A. PICKENS - DATE

NEVADA -Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 ⇒ 342.8 Page 14 of 15

Space Below This Line for Acknowledgment]				
STATE OF NEVULA				
COUNTY OF MURL This instrument was acknowledged before r	Lub 210. 5	το I .		
This instrument was acknowledged before r	ne on The state of	oy		
		1,7		
TERRI L. PATILLO Notary Public, State of Nevada c Appointment No. 97-9454-1 My Appl. Expires Nov. 6, 2012	Notary Public	Jahlu		

My Commission Expires:

NEVADA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 15 of 15

Title No. TT05-TT11054523

LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 125-16-511-008

PARCEL ONE (1):

LOT THIRTY-EIGHT (38) IN BLOCK SEVEN (7) OF FINAL MAP OF ORCHARD VALLEY AT THE ELKHORN SPRINGS CLUSTER HOMES-UNIT 6, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY, AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR ELKHORN RECORDED MARCH 22, 1995, IN BOOK 950322 AS DOCUMENT NO 00346 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED, IN THE OFFICE OF THE COUNTY RECORDED OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOIR ELKHORN RECORDED ON MARCH 22, 1995 IN BOOK 950322 AS DOCUMENT NO 00346, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

PLANNED UNIT DEVELOPMENT RIDER

MICHABLS Loan #: 0611020015 MIN: 100140206110200153

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25TH day of FEBRUARY, 2011, 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 IMORTGAGE.COM, INC., (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7608 LOWE AVENUE, LAS VEGAS, NV 89131 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY (the "Declaration"). The Property is a part of a planned unit development known as

ORCHARD VALLEY AT ELKHORN SPRINGS [Name of Planned Unit Development]

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

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituents Documents" are the:

MULTISTATE PUD RIDER- Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3150 1/01 (page 1 of 3 pages)

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

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

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or

MULTISTATE PUD RIDER- Single Family -Fannie Mac/Freddic Mac UNIFORM INSTRUMENT

Form 3150 1/01 (page 2 of 3 pages)

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

BORROWER

DANKA KATARINA MICHAELS - DATE -

- BORROWER - THOMAS A. PICKENS - DATE -

MULTISTATE PUD RIDER- Single Family -Fannie Mac/Freddle Mac UNIFORM INSTRUMENT Form 3150 1/01 (page 3 of 3 pages) **34.7**

1-4 FAMILY RIDER (Assignment of Rents)

MICHAELS Loan #: 0611020015 MIN: 100140206110200153

THIS 1-4 FAMILY RIDER is made this 25TH day of FEBRUARY, 2011, 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 IMORTGAGE.COM, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 7608 LOWE AVENUE, LAS VEGAS, NV 89131 [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

MULTISTATE 1-4 FAMILY RIDER -- Fannic Mac/Freddie Mac UNIFORM INSTRUMENT

Solution 22.12 Form 3170 1/01 (page 1 of 3 pages)

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.
- 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 notice 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

MULTISTATE 1-4 FAMILY RIDER - Fannic Mae/Freddie Mac UNIFORM INSTRUMENT

■ 32.12 Form 3170 1/01 (page 2 of 3 pages)

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, attorney's 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.

 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.

admyddu a

DANKA KATARINA MICHAELS - DATE -

BORROWER - THOMAS A. PICKENS

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

S 32.12 Form 3170 1/01 (page 3 of 3 pages)

DECLARATION OF VALUE FORM 1. Assessor Parcel Number(s) a) 125-16-511-008 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 Book: Page: Date of Recording:
a) 125-16-511-008 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
b) c) d) 2. Type of Property: a) \Box Vacant Land b) \Box Single Fam. Res c) \Box Condo/Twnhse d) \Box 2-4 Plex e) \Box Apt. Bldg f) \Box Comm'l/Ind'l FOR RECORDER'S OPTIONAL USE ONLY Book: Page: Date of Recording:
c)
d) 2. Type of Property: a) \square Vacant Land b) \square Single Fam. Res c) \square Condo/Twnhse d) \square 2-4 Plex e) \square Apt. Bldg f) \square Comm'l/Ind'l FOR RECORDER'S OPTIONAL USE ONLY Book: Page: Date of Recording:
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
a)
c) \square Condo/Twnhse d) \square 2-4 Plex e) \square Apt. Bldg f) \square Comm'!/Ind'! Date of Recording:
e) ☐ Apt. Bldg f) ☐ Comm'l/Ind'l Date of Recording:
g) □ Agricultural h) □ Mobile Home Notes:
□ Other
3. a. Total Value/Sales Price of Property: \$129,900.00
b. Deed in Lieu of Foreclosure Only (value of property)
c. Transfer Tax Value: \$129,900.00
d. Real Property Tax Due: \$ 663,00
4. If Exemption Claimed:
a. Transfer Tax Exemption per NRS 375.090, Section
b. Explain Reason for Exemption:
A
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 Bayer and Seller shall be jointly and severally liable for any additional amount
lowed.
Signature Capacity Capacity
Signature Capacity Capacity
Signature Capacity Capacity
SELLED (CDANTOD) INCORMATION RIVER (CRANTEE) INFORMATION
SELLER (GRANTOR) INFORMATION (REQUIRED) BUYER (GRANTEE) INFORMATION (REQUIRED)
(REQUIRED) (REQUIRED) Print Name: Custom Estates, LLC Print Name: Danka Katarina Michaels and Thomas
(REQUIRED) (REQUIRED) Print Name: Custom Estates, LLC Print Name: Danka Katarina Michaels and Thomas
Print Name: Custom Estates, LLC Print Name: Danka Katarina Michaels and Thomas Address: 59945 to 40000 Address: 957 QUOON Charlotte
Print Name: Custom Estates, LLC Print Name: Danka Katarina Michaels and Thomas Address: 59945 to 40000 Address: 957 QUOON Charlotte
(REQUIRED) (REQUIRED) Print Name: Custom Estates, LLC Print Name: Danka Katarina Michaels and Thomas
Print Name: Custom Estates, LLC Address: 5945, 704 Could Address: 957 QUOON Charlottee City, State, Zip: W, M 8948 City, State, Zip. W, M 8945 COMPANY/PERSON REQUESTING RECORDING (required if not seller or buy)
Print Name: Custom Estates, LLC Print Name: Danka Katarina Michaels and Thomas Address: 59945 to 40000 Address: 957 QUOON Charlotte

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

 Assessor Parcel Number(s) a) 125-16-511-008 		
b)		
c)		
d)		
2 Type of Property:		
a) D Vacant Land	b) ☐ Single Fam. Res d) ☐ 2-4 Plex	FOR RECORDER'S OPTIONAL USE ONLY
c) Condo/Twnhse	d) 🗆 2-4 Piex	Book: Page: Date of Recording:
e) 🗆 Apt. Bldg	f) 🛘 Comm'l/Ind'l	Date of Recording:
c) Apt. Bldg g) Agricultural	h) □ Mobile Home	Notes:
Other	-CD	\$129,900.00
3. a. Total Value/Sales Price	of Property:	
b. Deed in Lieu of Foreclosure Only (value of prop) (
c. Transfer Tax Value:		
d. Real Property Tax Due:		\$ 663.00
5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the interest has supported by documents.	e being transferred: ares and acknowledges, und formation provided is correc	2% er penalty of perjury, pursuant to NRS 375.0 t to the best of their information and belief, substantiate the information provided her
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the inf can be supported by docum Furthermore, the parties again additional tax due, may result	e being transferred: ares and acknowledges, und formation provided is correc entation if called upon to the that disallowance of any in a penalty of 10% of the teand Seller shall be jointly	er penalty of perjury, pursuant to NRS 375.0 t to the best of their information and belief, substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional amo
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the inf can be supported by docum Furthermore, the parties agent additional tax due, may result	e being transferred: ares and acknowledges, und formation provided is correc entation if called upon to the that disallowance of any in a penalty of 10% of the teand Seller shall be jointly	er penalty of perjury, pursuant to NRS 375.0 to the best of their information and belief, a substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional amounts severally liable for any additional amounts.
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the inf can be supported by docum Furthermore, the parties agent additional tax due, may result	e being transferred: ares and acknowledges, und formation provided is correc entation if called upon to the that disallowance of any in a penalty of 10% of the teand Seller shall be jointly	er penalty of perjury, pursuant to NRS 375.0 t to the best of their information and belief, a substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional among severally liable for any additional among severally liable for any additional among severally liable.
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the inf can be supported by docum Furthermore, the parties again additional tax due, may result	e being transferred: ares and acknowledges, und formation provided is correc entation if called upon to the that disallowance of any in a penalty of 10% of the teand Seller shall be jointly	er penalty of perjury, pursuant to NRS 375.0 t to the best of their information and belief, a substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional among severally liable for any additional among severally liable for any additional among severally liable.
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the int can be supported by docum Furthermore, the parties agre additional tax due, may result to NRS 375.030, the Buyer lowed. Signature	xemption:e being transferred:ares and acknowledges, und formation provided is correct entation if called upon to the that disallowance of any in a penalty of 10% of the tand Seller shall be jointly and control of the tand seller shall be jointly and the tand seller shall be jointly th	er penalty of perjury, pursuant to NRS 375.0 to the best of their information and belief, a substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional amo
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the inf can be supported by docum Furthermore, the parties agre additional tax due, may result to NRS 375.030, the Buyer lowed. Signature Signature SELLER (GRANTOR)	e being transferred: ares and acknowledges, und formation provided is correc entation if called upon to the that disallowance of any in a penalty of 10% of the tand Seller shall be jointly	er penalty of perjury, pursuant to NRS 375.0 t to the best of their information and belief, a substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional among severally liable for any additional among severally liable for any additional among severally liable.
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the ind can be supported by docum Furthermore, the parties agre additional tax due, may result to NRS 375.030, the Buyer lowed. Signature Signature SELLER (GRANTOR) REQUIRE	e being transferred: ares and acknowledges, und formation provided is correc entation if called upon to that disallowance of any in a penalty of 10% of the tand Seller shall be jointly Authority (INFORMATION ED)	er penalty of perjury, pursuant to NRS 375.0 to the best of their information and belief, substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional amographics. Capacity BUYER (GRANTEE) INFORMATION (REQUIRED)
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the ind can be supported by docum Furthermore, the parties agre additional tax due, may result to NRS 375.030, the Buyer lowed. Signature Signature SELLER (GRANTOR) REQUIRE	xemption:e being transferred:eres and acknowledges, undformation provided is correct entation if called upon to be that disallowance of any in a penalty of 10% of the tand Seller shall be jointly	er penalty of perjury, pursuant to NRS 375.0 t to the best of their information and belief, a substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional amo Capacity Capacity BUYER (GRANTEE) INFORMATION (REQUIRED) at Name: Danka Katarina Michaels and Thom
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the inf can be supported by docum Furthermore, the parties agre additional tax due, may result to NRS 375.030, the Buyer lowed. Signature Signature Signature SELLER (GRANTOR) (REQUIR) Print Name: Custom Estates, I	xemption: e being transferred: ares and acknowledges, und formation provided is correc entation if called upon to the that disallowance of any in a penalty of 10% of the tand Seller shall be jointly ANDERMATION ED) LC Printer A.	er penalty of perjury, pursuant to NRS 375.0 to the best of their information and belief, a substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional amo Capacity Granto Grantee INFORMATION (REQUIRED)
a. Transfer Tax Exempti b. Explain Reason for E 5. Partial Interest: Percentag The undersigned decl and NRS 375.110, that the inf can be supported by docum Furthermore, the parties agre additional tax due, may result to NRS 375.030, the Buyer lowed. Signature Signature SELLER (GRANTOR) (REQUIR) Print Name: Custom Estates, I	e being transferred: ares and acknowledges, und formation provided is correc entation if called upon to the that disallowance of any in a penalty of 10% of the that disallowance of the that disall	er penalty of perjury, pursuant to NRS 375.0 to the best of their information and belief, substantiate the information provided here claimed exemption, or other determination ax due plus interest at 1% per month. Pursuand severally liable for any additional amount of the control of the cont

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

APN No.: 125-16-511-008

WHEN RECORDED MAIL TO: Dr. Danka Michaels, MD 9517 Queen Charlotte Las Vegas, NV 89145

MAIL TAX STATEMENTS TO: Same As Above

Escrow No. 11054523-LG

SPACE ABOVE FOR RECORDER'S USE ONLY

R.P.T.T. \$ 663.00

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Custom Estates, LLC

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, do/does hereby Grant, Bargain, Sell and Convey to Danka Katarina Michaels amd Thomsa A. Pickens, wife and husband as joint tenants

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

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

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

SEE PAGE TWO (2) FOR SIGNATURES AND NOTARY ACKNOWLEDGEMENT

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN, SALE DEED

Custom Estates, LLC

STATE OF NEVADA COUNTY OF CLARK

} ss:

This instrument was acknowledged before me on, FEBRUARY 15, 2011 by BARY FUCHS.

NOTARY/PUBLIC

FRITZIORTIZ

Notary Public, State of Nevada
Appointment No. 01-68363-1
My Appt, Expires Apr. 12, 2013

APPT # 01-68303./ EXP 4/12/2013

Title No. TT05-TT11054523

LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 125-16-511-008

PARCEL ONE (1):

LOT THIRTY-EIGHT (38) IN BLOCK SEVEN (7) OF FINAL MAP OF ORCHARD VALLEY AT THE ELKHORN SPRINGS CLUSTER HOMES-UNIT 6, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY, AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR ELKHORN RECORDED MARCH 22, 1995, IN BOOK 950322 AS DOCUMENT NO 00346 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED, IN THE OFFICE OF THE COUNTY RECORDED OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOIR ELKHORN RECORDED ON MARCH 22, 1995 IN BOOK 950322 AS DOCUMENT NO 00346, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

PIN #: 125-16-511-008
After Recording Return To:
IMORTGAGE.COM, INC.
4800 N. SCOTTSDALE ROAD, SUITE 3800
SCOTTSDALE, AZ 85251
ATTN: CLOSING DEPARTMENT

Grantee:

IMORTGAGE.COM, INC. 4800 N. SCOTTSDALE ROAD, SUITE 3800 SCOTTSDALE, AZ 85251

Mail Tax Statement To: IMORTGAGE.COM, INC. 4800 N. SCOTTSDALE ROAD, SUITE 3800 SCOTTSDALE, AZ 85251

[Space Above This Line For Recording Data]

DEED OF TRUST

MICHAELS Loan #: 0611020015 MIN: 100140206110200153 PIN: 125-16-511-008

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 FEBRUARY 25, 2011, together with all Riders to this document.
- (B) "Borrower" is DANKA KATARINA MICHAELS AND THOMAS A. PICKENS, WIFE AND HUSBAND. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is IMORTGAGE.COM, INC. Lender is a CORPORATION organized and existing under the laws of ARIZONA. Lender's address is 4800 N. SCOTTSDALE ROAD, SUITE 3800, SCOTTSDALE, AZ 85251.
- (D) "Trustce" is TICOR TITLE OF NEVADA.
- (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 FEBRUARY 25, 2011. The Note states that Borrower owes Lender ONE HUNDRED THREE THOUSAND NINE HUNDRED TWENTY AND 00/100 Dollars (U.S. \$103,920.00) plus interest. Borrower has promised to pay this debt in regular

NEVADA -Single Family - Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 1 of 15

		0611020015		
	he debt in full not later than MARCH 1, coperty that is described below under the			
due under the Note, and all sur (I) "Riders" means all Rider	videnced by the Note, plus interest, any p ms due under this Security Instrument, p s to this Security Instrument that are ex Borrower [check box as applicable]:	lus interest.		
□ Adjustable Rate Rider □ Balloon Rider 図 I-4 Family Rider	☐ Condominium Rider ☑ Planned Unit Development Rider ☐ Other(s) [specify]	☐ Second Home Rider ☐ Biweekly Payment Rider		
(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non -appealable judicial opinions.				
charges that are imposed on association or similar organ		ominium association, homeowners		
draft, or similar paper instrum computer, or magnetic tape so account. Such term includes transactions, transfers initial	fer" means any transfer of funds, other the nent, which is initiated through an electron of as to order, instruct, or authorize a final to but is not limited to, point-of-sale to ted by telephone, wire transfers, and a those items that are described in Section 3.	onic terminal, telephonic instrument, neial institution to debit or credit an cansfers, automated teller machine		
(N) "Miscellaneous Proceeds any third party (other than in damage to, or destruction of, the (iii) conveyance in lieu of con- condition of the Property.	" means any compensation, settlement, avisurance proceeds paid under the coverable Property; (ii) condemnation or other taled demnation; or (iv) misrepresentations of	ages described in Section 5) for: (i) king of all or any part of the Property; , or omissions as to, the value and/or		
the Loan.	means insurance protecting Lender again			
(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.				
implementing regulation, Reg or any additional or successor Security Instrument, "RESPA" "federally related mortgage le under RESPA.	al Estate Settlement Procedures Act (12 gulation X (24 C.F.R. Part 3500), as they legislation or regulation that governs the A" refers to all requirements and restrict pan" even if the Loan does not qualify as	might be amended from time to time, same subject matter. As used in this ions that are imposed in regard to a s a "federally related mortgage loan"		
(R) "Successor in Interest o not that party has assumed Bo	if Borrower" means any party that has to orrower's obligations under the Note and	aken title to the Property, whether or for this Security Instrument.		
TRANSFER OF RIGHTS IN THE PROPERTY				

NEVADA -Single Family - Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 2 of 15

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

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. which currently has the address of 7608 LOWE AVENUE, LAS VEGAS, Nevada 89131 ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all casements, 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

NEVADA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 3 of 15

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

NEVADA -Single Family - Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT Form 3029 1/01
Page 4 of 15

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

NEVADA -Single Family - Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 5 of 15

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 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 carnings 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

NEVADA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 6 of 15

Borrower's rights (other than the right to any refund of uncarned 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 bankruptey, 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, climinate 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

NEVADA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 ■ 342.8 Page 7 of 15

under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or 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

NEVADA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 8 of 15

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 uncarned 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

NEVADA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 9 of 15

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.

NEVADA -Single Family - Fannie Mae/Freddie Mae UNIFORM INSTRUMENT Form 3029 1/01 2 342.8 Page 11 of 15

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.

NEVADA -Single Family - Fannie Mae/Freddie Mae
UNIFORM INSTRUMENT Form 3029 1/01

342.8 Page 12 of 15

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 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 Lenders' election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located.

NEVADA -Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 13 of 15

Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

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

- 23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.
- 25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. SN/A.

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

- BORROWER - DANKA KATARINA MICHAELS - DATE

- BORROWER - THOMAS A. PICKENS - DATE -

NEVADA -Single Family - Fannie Mae/Freddie Muc UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 14 of 15

	This Line for Acknowledgme	nt]
STATE OF NEVACIA		
COUNTY OF WARK		,
This instrument was acknowledged before me	c on Feb 26, 2	701/ _{by}
	—/ <u>,</u>).	
TERRI L. PATILLO Notary Public, State of Nevada R Appointment No. 97-3454-1 My Appt. Expires Nov. 6, 2012	Notary Public	[] ah [lo

My Commission Expires:

NEVADA -Single Family - Fannte Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 342.8 Page 15 of 15

Title No. TT05-TT11054523

LEGAL DESCRIPTION

EXHIBIT "A"

Assessor's Parcel No: 125-16-511-008

PARCEL ONE (1):

LOT THIRTY-EIGHT (38) IN BLOCK SEVEN (7) OF FINAL MAP OF ORCHARD VALLEY AT THE ELKHORN SPRINGS CLUSTER HOMES-UNIT 6, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 83 OF PLATS, PAGE 90, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY, AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR ELKHORN RECORDED MARCH 22, 1995, IN BOOK 950322 AS DOCUMENT NO 00346 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED, IN THE OFFICE OF THE COUNTY RECORDED OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR THE USE AND ENJOYMENT IN AND TO THE ASSOCIATION PROPERTY AS SET FORTH IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS OF EASEMENTS FOIR ELKHORN RECORDED ON MARCH 22, 1995 IN BOOK 950322 AS DOCUMENT NO 00346, AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

PLANNED UNIT DEVELOPMENT RIDER

MICHAELS Loan #: 0611020015 MIN: 100140206110200153

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 25TH day of FEBRUARY, 2011, 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 IMORTGAGE.COM, INC., (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

7608 LOWE AVENUE, LAS VEGAS, NV 89131 [Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS FILED OF RECORD THAT AFFECT THE PROPERTY (the "Declaration"). The Property is a part of a planned unit development known

ORCHARD VALLEY AT ELKHORN SPRINGS

[Name of Planned Unit Development]

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

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituents Documents" are the:

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3150 1/01 (page 1 of 3 pages)

TTN00080

Danka Michaels000783

- (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or

MULTISTATE PUD RIDER- Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

34.7 Form 3150 1/01 (page 2 of 3 pages)

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

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

danka katarina michaels - date -

BORROWER - THOMAS A. PICKENS - DATE -

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mae UNIFORM INSTRUMENT **⇔** 34.7 Form 3150 1/01 (page 3 of 3 pages)

1-4 FAMILY RIDER

(Assignment of Rents)

MICHAELS Loan #: 0611020015 MIN: 100140206110200153

THIS 1-4 FAMILY RIDER is made this 25TH day of FEBRUARY, 2011, 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 IMORTGAGE.COM, INC. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at: 7608 LOWE AVENUE, LAS VEGAS, NV 89131 [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

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

\$\infty\$ 32.12 Form 3178 1/01 (page 1 of 3 pages)

TTN00083

Danka Michaels000786

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.
- 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 notice 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

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

32.12

Form 3170 1/01 (page 2 of 3 pages)

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, attorney's 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.

- BORROWER

DANKA KATARINA MICHAELS - DATE -

- BORROWER

THOMAS A. PICKENS - DATE

MULTISTATE 1-4 FAMILY RIDER -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

32.12 Form 3170 1/01 (page 3 of 3 pages)

OWNER'S AFFIDAVIT (NEVADA)

TO: TICOR TITLE OF NEVADA, INC. RE: Preliminary Report No. 11054523 Issued on: вt Seller/Owner: Custom Estates, LLC REAL PROPERTY DESCRIPTION: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF (THE "PROPERTY") The undersigned affiant(s), after being duly sworn hereby state(s) under oath that the following information is true and correct: 1. Purpose of Affidavit: This affidavit is made to Ticor Title of Nevada, Inc., A Nevada Corporation (hereinafter "the Company") as an inducement to them to complete a transaction in connection with the above-described property. The undersigned acknowledges that the Company and other persons are relying upon the representations in this affidavit as being true and correct and that the transaction would not be consummated without this affidavit being executed. The undersigned represents that he or she is the person whose signature is affixed below and, if applicable, that he or she is duly authorized and qualified to execute this affidavit. 2. Debts or Liens: Except as indicated below, there are no: (a) loans; (b) actions or proceedings relating to the above described real property in any State or Federal Court in the United States; (c) State or Federal Judgments or any Federal Liens of any kind or nature whatever which now constitutes a lien or charge upon the subject real property; (d) unrecorded liens, mortgages, tax liens; or (e) other estate liens on the above described property: (if none, state None) None 3. Improvement Debts or Liens: Except as indicated below, there are no financing statements, chattel mortgages, conditional bills of sale or retention of title agreements affecting any fixtures located on the above property, unpaid debts including, but not limited to, on any of the following items which may be remaining on the property: plumbing fixtures, water heaters, floor furnaces, air conditioners, radio or television antennae, carpeting and/or rugs, lawn sprinkling systems, venetian blinds, window shades, draperies, electric appliances, fences, street paving or any personal property or fixtures that are attached to or part of the subject property described above, and there are no security interest on such property secured by financing statements, security agreements or otherwise, nor any bills or contracts outstanding for materials furnished and labor performed in connection with any construction or improvements on the above property with the exception of the following: (if none, state None) 4. Homeowner Association ("HOA") and Special Improvement Liens: Affiant has received no notice of either delinquent HOA assessments or Special Improvement Liens outstanding against the property other than those assessed under

knows of no petitions for the paving, widening or other improvements to streets, alleys or sidewalks adjoining this property.

- 5. Bankruptcy: There are no proceedings in bankruptcy or receivership that have been instituted by or against the owner of the subject property (and if a partnership, against the general partner(s) thereof), no assignment for the benefit of creditors has been made by the undersigned owner. The undersigned acknowledges that bankruptcy of the undersigned will not discharge any liabilities to the Company which arise out of false or fraudulent representation in this affidavit.
- 6. Off-Record Matters: The undersigned knows of no unrecorded easements or claims of easements, no disputes, discrepancies or encroachments affecting a setback or boundary line, and no contracts, options or rights to purchase other than in the transaction for which this Affidavit is given. There are no unrecorded judgments, liens, mortgages or other claims against the above property.
- 7. Civil Liability: The undersigned is liable to the Company for (1) Payment of unpaid debts or liens on the property not disclosed above, and (2) attorneys fees and expenses incurred in enforcing such liability.
- 8. Criminal Liability: The undersigned has been notified that a false or fraudulent representation knowingly made by the undersigned in this affidavit constitutes a felony.
- 9. Parties in Possession: The undersigned knows of no parties in possession that have the right to be in possession of said Premises or any interest therein, including oil, gas or other minerals, other than (i) tenants shown as having such an interest by the Prelim No.11054523 issued by Ticor Title of Nevada, Inc. or (ii) tenants identified on the annexed Rent Roll, all having rights as tenants only, none of which have an option to purchase or right of first refusal affecting the Premises and all of which tenants have leases containing automatic subordination to landlord's deeds of trust.
- 10. Covenants & Restrictions: To the knowledge of the undersigned, (a) the undersigned has received no notice of past or present violations of any effective covenants, conditions or restrictions set forth in the Preliminary Title Report (the CC&R's) and (b) any charge or assessment provided for in any of the CC&R's has been duly paid.
- 11. Compliance with Notice Requirements of NRS 107.080 et. seq. as amended by AB 140 and AB 149; That insofar as known to the affiant, no claims have been made by the former owner of said land, or anyone claiming under him or acting on his behalf, or other persons having interests in or liens of any irregularity or invalidity of any of the non-judicial foreclosure proceedings pursuant to NRS 107.080 et. seq., as amended by AB 140 and AB 149 and leading up to and including the issuance of the above mentioned deed or of any interest adverse to the title of this affiant, nor does affiant have actual knowledge of any such irregularities except: (if none, state

12. Indemnity: The undersigned acknowledge that they have read the foregoing and fully

understand the legal aspects of any misrepresentations and/or untrue statements made herein and

indemnify and hold harmless Ticor Title of Nevada, Inc. against liability occasioned by reason of reliance upon the statements made herein.

Signature page to be affixed to Owner's Affidavit

AFFIANT:	Custom Estates, LLC
Bv:	Som Duch
Print Name:	Grary Fichs
Title:	CFO



Please attach copies of signers picture identification used in this transaction along with a copy of your Errors and Omissions (E&O) insurance with a minimum coverage of \$100,000.00

Escrow No: 11054523 LG

To: Ticor Title of Nevada, Inc.

Dear Notary:

Often time's paperwork must be taken out of offices for Notary acknowledgements. This form is a requirement of Ticor Title of Nevada, Inc. and is not to be attached to any documents you are notarizing. This document is for internal purposes and will not be recorded.

2285 Corporate Circle #130 Henderson, NV 89074 Phone: (702) 932-0812 Fax: (702) 968-7445



SELLER'S GENERAL INFORMATION

	scrow No.: 11054523 LG rty: 7608 Lowe Ave	Date: February 25, 2011
	MARITAL STATUS	
	I, the undersigned Seller, do hereby state an	ad affirm that during the time I've owned
	said property, I have been married. My spe	puse's name is/was:
	I, the undersigned Seller, do hereby state an	id affirm that during the time I've owned
	said property I have not been married.	
	SELLER'S MAILING ADDRESS AT TH	E CLOSE OF ESCROW:
	PLEASE SEND MY CLOSING DOCUME FOLLOWING METHOD: (CHOOSE O.	
	PICK UP at Ticor Title of Nevada, Inc.	
	Send via regular mail	and the fact of the state of the second
	Send vin an OVERNIGHT SERVICE of your deduct \$20.00 from my proceeds for this services.	
	Deposit/Wire funds to my account as follow	
	Bank ABA#	
	Acct. No.	
	Name on Acct.	
	Other	
	LOANS SECURED BY PROPERTY I AM	4 SELLING:
	# of Loans to be paid through escrow	
i,	HOMEOWNERS' ASSOCIATION AND	
Selle	r(s) hereby represent and warrant that there IS iens against this property.	*/IS NOT a Homeowners' Association with the authority to levy fees
		I Victoria and Association of
		NV .
101	NTHLY / ANNUAL / QUARTERLY dues a	re \$
	SPECIAL ASSESSMENT(S)	
	you currently making payments on a special as s, how much are your payments and to whom	
Ş		
Cust	om Estates, LLC	, ,
	roandreh, CFO :	2/28/11
	1 vonghor, (so	
Зу	Dat	c
-		
Hor	ne Phone ()	Business Phone ()

2285 Corporate Circle #130 Henderson, NV 89074 Phone: (702) 932-0812 Fax: (702) 968-7445

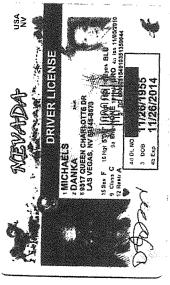




BUYER'S GENERAL INFORMATION

Escrow No: 11054523LG Date: February 25, 20 Property Address: 7608 Lowe Ave Las Vegas, NV 89131	11
i. INSURANCE:	
The existing insurance policy is to stay in effect and an endorsement of said policy is to be obtained from below stated agent.	
A new insurance policy is to be obtained by the Buyer. Buyer will provide to escrow and lender said the close of escrow.	olicy to
Insurance Company: Agent Name: Phone Number:	
2. VESTING INSTRUCTIONS:	a aball ba
You are hereby instructed that at the time of closing the above referenced transaction, title to the subject proper vested ip the following manner, to wit:	y shall be
husband and wife as Joint Tenants husband and wife as Community Property with Rights of Survivorship an unmarried woman a single woman a married woman as her sole and separate property (requires a quitclaim deed and release from husband)	
HUSBAND'S NAME:	
a single man a married man as his sole and separate property (requires a quitelaim deed and release from wife) WIFE'S NAME:	
vest in the name of our Trust (complete copy will be submitted to escrow agent prior to the close of escrow) other	naisi-departure musukai unnes (1998)
Escrow Agent is authorized and instructed to insert names and vesting in all required documents.	
3. PLEASE SEND MY CLOSING DOCUMENTS VIA THE FOLLOWING METHOD: (CHOOSE O	NE)
PICK UP at Ticor Title of Nevada, Inc. Send via First Class Mail to the property I am buying UFTN (HAMOTE Send to the following address: 15 1 7 W 89145	
Other	
4. MAILING ADDRESS INFORMATION:	
I will be residing at the property I am buying. Send future correspondence to property address. DO NOT mail to the property I am buying. Send my documents to the following address: Mailing Address: 9517 QUETO CHARUMET	
LV NV 89/45	
Danka-Katarina Michaels Date Thomas A, Pickens	Mond Pate
	anga a n anagania yang antan di antan ant
Home Phone: Rez 360 3162 Business Phone ()	Date
2285 Corporate Circle #130 Henderson, NV 89074 Phone: (702) 932-0812 Fax: (702) 968-7445	BUYAFF

TTNÖÖÖ93





A.Settlement Stateme (HUD-1)

Ticor Title of Nevada, Inc.

* 2285 Corporate Circle #130 Henderson, NV 89074



OMB Approval No. 2502-0265

Canala Developar B. Type of Loan 1. ☐ FHA 2. ☐ RHS 3. Conv. Unins. 6. File Number 7. Loan Number 0611020015 8. Mortgage Insurance Case Number: 4. 🗍 VA 5. Conv. Ins 11054523-005 LG C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals. D. Name of Borrower. Danka Katarina Michaels Thomas A. Pickens 9517 QUEEN CHARLOTTE LAS VEGAS, NV 89145 9517 QUEEN CHARLOTTE LAS VEGAS, NV 89145 Address of Borrower: E. Name of Seller: Custom Estates, LLC Address of Seller 5594 S. FORT APACHE RD # 100 LAS VEGAS, NV 89148 F: Name of Lender Imortgage.com, Inc 4800 N. Scottsdale Rd Ste 3800 Scottsdale, AZ 85251 Address of Lender: G. Property Location 7608 Lowe Ave. Las Vegas, NV 89131 Clark 125-16-511-008 H. Settlement Agent Ticor Title of Nevada, Inc. (702) 932-0812 2285 Corporate Circle #130, Henderson, NV 89074 Place of Settlement: I. Settlement Date: 02/28/2011 Proration Date: 02/28/2011 Funding Date: 02/28/2011 Disburse Date J. Summary of Borrower's Transaction K. Summary of Seller's Transaction 100. Gross Amount Due from Borrower 400. Gross Amount Due to Seller Contract sales price 129,900.00 401. Contract sales price 129,900.00 Personal property 402 Personal property 6,879.05 103. Settlement charges to borrower (line 1400) 403 104 404 105. 405 Adjustments for items paid by seller in advance Adjustments for items paid by seller in advance 106 City/town taxes City/town taxes 02/28/2011 to 04/01/2011 118.04 02/28/2011 to 04/01/2011 107 County taxes 407. County taxes 118.04 108. Assessments 408. Assessments to Eikhorn HOA 02/28/2011 to 04/01/2011 24.20 409. Elkhorn HOA 02/28/2011 to 04/01/2011 109. 24.20 Sewer Bill 02/28/2011 to 12/01/2011 02/28/2011 to 12/01/2011 Sewer Bill 178.95 410. 178.95 111 Trash Bill 02/28/2011 to 03/01/2011 1.32 411. Trash Bill 02/28/2011 to 03/01/2011 1.32 112 Paloma HOA 02/28/2011 to 03/01/2011 4.00 412 Paloma HOA 02/28/2011 to 03/01/2011 4.00 113 413. 115 415 137,105.56 Gross Amount Due to Seller 130,226.51 120 Gross Amount Due from Borrower 420. 200. Amounts Paid by or in Behalf of Borrower 500. Reductions in Amount Due to Seller Deposit or earnest money 2,000.00 Excess deposit (see instructions) 202 Principal amount of new loan(s) 103,920.00 502 Settlement charges to seller (line 1400) 6,066.81 203 Existing loan(s) taken subject to 204. CLOSING FUNDS 503. Existing loan(s) taken subject to Payoff of first mortgage loan 27,394.56 504. 57,265.00 Payoff of second mortgage loan 206 Seller Paid Closing Costs 2,598.00 506. Seller Paid Closing Costs 2,598.00 Seller Paid Owners Policy 207 145.00 507 Seller Paid Owners Policy 145.00 Seller Paid Transfer Tax 663.00 Seller Paid Transfer Tax 663.00 208. 508. 209 509 Adjustments for items unpaid by seller Adjustments for items unpaid by seller City/town taxes 510. City/town taxes 211 County taxes to 511. County taxes to 212 Assessments to 512. Assessments to 214 514 215 515 216 2.000.00 Early release of funds 516. 217. Appraisal Reimbursement 500.00 517. Appraisal Reimbursement 500.00 218. 219 519 Total Paid by/for Borrower 137,220.56 520. Total Reduction Amount Due Seller 69,237,81 300. Cash at Settlement from/to Borrower 600. Cash at Settlement tolfrom Seller Gross amount due from borrower (line 120) 137 105 56 601 Gross amount due to seller (line 420) 130,226.51 302. Less amounts paid by/for borrower (line 220) 602. Lass reductions in amount due seller (line 520) 137,220.56 59 237 81 303, Cash ☐From To Borrower 115.00 603. Cash То From Seller 60 988 70

> TTN00132 Printed by Melinda Stephens on 03/01/2011 at 11:11:20 AM

Page 1 of 5

Danka Michaels000835

File Number: 11054523 - 005 - LG

700. Total Real Estate Broker Fer Division of commission (line 7		Service of the servic		Paid From Borrowar's	Paid From Seller's
	Realty One Group Inc.		Control of control of the control of	Funds at	Funds at
702. \$ 3,897.00 to	o Elite Realty			Settlement	Settlement
703. Commission paid at settlemer	1		and the second s		3,897.0
704			The companion of the second	The second secon	· · · · · · · · · · · · · · · · · · ·
					Military is Supplementary to the contraction
800. Items Payable in Connection 801. Our origination charge 1.0 or 1		e 2 020 2/	0 (from GFE #1)		
802. Your credit or charge (points)				·	- man sec.
803. Your adjusted origination char		3611 3 1,023.20	(from GFE A)	3,068.40	
804. Appraisal fee	Commence of the commence of th		(from GFE #3)	500.00	Mr. Car Calendar
805. Credit report			(from GFE #3)	b worker-market school	CHARLESTON CO.
806. Tax service	The second secon	the contribution description of the contribution of the contributi	(from GFE #3)	85.00	**
807. Flood certification			(from GFE #3)	25.00	the same and
808.				Control of the Contro	attention of a second contract to the contract
900. Items Required by Lender to	Be Pald in Advance				
901. Daily interest charges from 0		6.0151 /day	(from GFE #10)	16.02	
902. Mortgage insurance premium	for 0 months to		(from GFE #3)	· · · · · · · · · · · · · · · · · · ·	***************************************
903 Homeowner's insurance	for years to Allstate In	\$	(from GFE #11)	432.95	
904.	aka .	and the same			
000. Reserves Deposited with Le	nder		1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		
001. Initial deposit for your escrow			(from GFE #9)	285.75	
002. Homeowner's insurance	2 months @ \$ 35,0800	\$ 72.16	оворя — може с се причен 1400 Вокорниционального полициального	Particular de la companya del companya de la companya del companya de la companya del la companya de la company	the second description and a second description of the second description and the second description a
003. Mortgage insurance	months @ \$	\$	WITH STREET AND ADDRESS AND AD		
004. Property taxes	2 months @ \$ 107,3100	\$ 214.62	The state of the s		
005.	months @ \$	\$		The second secon	
006.	months @ \$	\$		TO THE RESIDENCE OF THE PROPERTY OF THE PROPER	
007. Aggregate adjustment		\$(0.03)	The same of the sa	CONTRACTOR	no amendronario
100. Title Charges		Service Control of the			SATER CONTRACTOR CONTR
					SEED WARD WAY
101. Title services and lender's title			(from GFE #4)	905.50	
102. Settlement, Escrow or Closing	Fee to Ticor Title of Nevada, In				288.7
102. Settlement, Escrow or Closing 103. Owner's title insurance to Tico	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc.	\$ 145.00	(from GFE #4) (from GFE #5)	905.50 145.00	288.7
 Settlement, Escrow or Closing Owner's title insurance to Tico Lender's title insurance to Tico 	Fee to Ticor Title of Nevade, In r Title of Nevada, Inc. r Title of Nevada, Inc.				288.7
102. Settlement, Escrow or Closing 103. Owner's title insurance to Tico 104. Lender's title insurance to Tico 105. Lender's title policy limit \$103.	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc. or Title of Nevada, Inc. 920	\$ 145.00			288.7
 102. Settlement, Escrow or Closing 103. Owner's title insurance to Tico 104. Lender's title insurance to Tico 105. Lender's title policy limit \$103, 106. Owner's title policy limit \$129, 	Fee to Ticor Title of Nevada, In ir Title of Nevada, Inc. ir Title of Nevada, Inc. 920 920	\$ 145.00			288.7
102 Settlement, Escrow or Closing 103. Owner's title insurance to Tico 104. Lender's title insurance to Tico 105. Lender's title policy limit \$103, 105. Owner's title policy limit \$129, 107. Agent's portion of the total title 108. Underwriter's portion of the tot	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc. pr Title of Nevada, Inc. 920 900 insurance premium at title insurance premium	\$ 145.00 \$ 433.00			288.7
102 Settlement, Escrow or Closing 103. Owner's title insurance to Tico 104. Lender's title insurance to Tico 105. Lender's title policy firnit \$103. 106. Owner's title policy firnit \$129, 107. Agent's portion of the total title	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc. pr Title of Nevada, Inc. 920 900 insurance premium at title insurance premium	\$ 145.00 \$ 433.00 \$ 508.64			288.7
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104. Lender's title insurance to Tico 105. Lender's title policy limit \$103. 106. Owner's title policy limit \$129, 107. Agent's portion of the total title 108. Underwriter's portion of the tot 121. ALta Extended to Ticor Title of	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc. of Title of Nevada, Inc. 920 900 insurance premium al title Insurance premium (Nevada, Inc.	\$ 145.00 \$ 433.00 \$ 508.64	(from GFE #5)	145.00	288.7
102 Settlement, Escrow or Closing 103. Owner's title insurance to Tico 104. Lender's title insurance to Tico 105. Lender's title policy limit \$129, 106. Owner's title policy limit \$129, 107. Agent's portion of the total title 108. Underwriter's portion of the tot 121. ALta Extended to Ticor Title of 200. Government Recording and	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc. r Title of Nevada, Inc. 920 920 900 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges	\$ 145.00 \$ 433.00 \$ 508.64	(from GFE #5)	78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104. Lender's title insurance to Tico 105. Lender's title policy limit \$103. 106. Owner's title policy limit \$129, 107. Agent's portion of the total title 108. Underwriter's portion of the tot 121. ALta Extended to Ticor Title of	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc. r Title of Nevada, Inc. 920 920 900 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges	\$ 145.00 \$ 433.00 \$ 508.64	(from GFE #5)	145.00	
102 Settlement, Escrow or Closing 103. Owner's title insurance to Tico 104. Lender's title insurance to Tico 105. Lender's title policy firmt \$103. 106. Owner's title policy firmt \$129, 107. Agent's portion of the total title 108. Underwriter's portion of the tot 121. ALta Extended to Ticor Title of 209. Government Recording and 201. Government recording charge	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc. pr Title of Nevada, Inc. pr Title of Nevada, Inc. pg20 g00 r insurance premium at title insurance premium f Nevada, Inc. Transfer Charges s	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36	(from GFE #5)	78.50	288.7
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy Jimit \$103, 106 Owner's title policy Jimit \$129, 107 Agen's portion of the total title 108 Underwriter's portion of the tot 121 ALta Extended to Ticor Title of 200 Government Recording and 201 Government recording charges 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps	Fee to Ticor Title of Nevada, In r Title of Nevada, Inc. pr Title of Nevada, Inc. pr Title of Nevada, Inc. pg20 g00 r insurance premium at title insurance premium f Nevada, Inc. Transfer Charges s	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALta Extended to Ticor Title of 120 Government Recording and 121 Government recording charge 122 Deed \$ 123 Transfer taxes 1204 Citly/County tax/stamps 1205 State tax/stamps	Fee to Ticor Title of Nevada, Inc. or Title insurance premium of Nevada, Inc. Transfer Charges of Mortgage \$ Deed \$ 653.00 Deed \$	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$	(from GFE #5) (from GFE #7) (from GFE #8)	78.50 78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 105 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALIa Extended to Ticor Title of 200 Government Recording and 201 Government recording charge 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State tax/stamps 206 Excise Tax	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. pr Title of Nevada, Inc. 920 900 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges Mongage \$ Deed \$ 553.00 Deed \$ Deed \$	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.35 Release \$ Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALta Extended to Ticor Title of 120 Government Recording and 121 Government recording charge 122 Deed \$ 123 Transfer taxes 1204 Citly/County tax/stamps 1205 State tax/stamps	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. pr Title of Nevada, Inc. 920 900 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges Mongage \$ Deed \$ 553.00 Deed \$ Deed \$	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALta Extended to Ticor Title of 1209 Government Recording and 121 Government recording charges 122 Deed \$ 123 Transfer taxes 124 City/County tax/stamps 125 State tax/stamps 126 Excise Tax 127 Aggregate Recording Fee to T 1300 Additional Settlement Charges	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. or Title of Nevada, Inc. 920 920 920 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges s Mongage \$ Deed \$ 553.00 Deed \$ Icor Title of Nevada, Inc.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.35 Release \$ Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 105 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALIA Extended to Ticor Title of 200 Government Recording and 201 Government recording charge 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State tax/stamps 205 State tax/stamps 206 Excise Tax 207 Aggregate Recording Fee to T 300. Additional Settlement Charg 301 Required services that you can	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. or Title of Nevada, Inc. 920 920 920 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges s Mongage \$ Deed \$ 553.00 Deed \$ Icor Title of Nevada, Inc.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALta Extended to Ticor Title of 209 Government Recording and 201 Government recording charge 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State lax/stamps 205 Excise Tax 207 Aggregate Recording Fee to T 300 Additional Settlement Charg 301 Required services that you can 302	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. or Title of Nevada, Inc. 920 920 920 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges s Mongage \$ Deed \$ 553.00 Deed \$ Icor Title of Nevada, Inc.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALta Extended to Ticor Title of 209 Government Recording and 201 Government recording charges 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State lax/stamps 206 Excise Tax 207 Aggregate Recording Fee to T 300 Additional Settlement Charg 301 Required services that you can 302 303	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. or Title of Nevada, Inc. 920 920 920 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges s Mongage \$ Deed \$ 553.00 Deed \$ Icor Title of Nevada, Inc.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwiter's portion of the tot 121 ALIa Extended to Ticor Title of 120 Government Recording and 201 Government recording charges 120 Deed \$ 1203 Transfer taxes 1204 City/County tax/stamps 1205 State tax/stamps 1205 Excise Tax 1207 Aggregate Recording Fee to T 1300 Additional Settlement Charges 1301 Required services that you can 1302 1303 1304	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. or Title of Nevada, Inc. 920 920 920 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges s Mongage \$ Deed \$ 553.00 Deed \$ Icor Title of Nevada, Inc.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALIA Extended to Ticor Title of 120 Government Recording and 201 Government recording charge 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State tax/stamps 205 State tax/stamps 206 Excise Tax 207 Aggregate Recording Fee to T 300 Additional Settlement Charg 301 Required services that you can 302 303 304 305 Notary Fee to BancServ	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. r Title of Nevada, Inc. 920 900 insurance premium al title insurance premium f Nevada, Inc. Transfer Charges S Mortgage \$ Deed \$ 553.00 Deed \$ Deed \$ Icor Title of Nevada, Inc.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00	
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwiter's portion of the tot 121 ALIa Extended to Ticor Title of 120 Government Recording and 201 Government recording charges 120 Deed \$ 1203 Transfer taxes 1204 City/County tax/stamps 1205 State tax/stamps 1205 Excise Tax 1207 Aggregate Recording Fee to T 1300 Additional Settlement Charges 1301 Required services that you can 1302 1303 1304	Fee to Ticor Title of Nevada, Inc r Title of Nevada, Inc. r Title of Nevada, Inc. 9720 900 900 insurance premium al title Insurance premium f Nevada, Inc. Transfer Charges S Mortgage \$ Deed \$ 653.00 Deed \$ Deed \$ Icor Title of Nevada, Inc.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00	40.0
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALta Extended to Ticor Title of 209 Government Recording and 201 Government recording charge 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State lax/stamps 205 State lax/stamps 206 Excise Tax 207 Aggregate Recording Fee to T 300 Additional Settlement Charg 301 Required services that you cat 302 303 304 305 Notary Fee to BancSery 306 Real Property Taxes - 4th qt t	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. or Title of Nevada, Inc. 920 920 920 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges s Mongage \$ Deed \$ 553.00 Deed \$ Deed \$ Icor Title of Nevada, Inc. 100 100 100 100 100 100 100 100 100 1	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00	40.0
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$103, 107 Agent's portion of the total title 108 Underwriter's portion of the total title 108 Underwriter's portion of the tot 121 ALIA Extended to Ticor Title of 209 Government Recording and 201 Government recording charges 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State lax/stamps 205 State lax/stamps 206 Excise Tax 207 Aggregate Recording Fee to T 309 Additional Settlement Charg 301 Required services that you can 302 303 304 305 Notary Fee to BancServ 306 Real Property Taxes - 4th qrt t 307 Home Warranty to Old Republ 308 HOA Transfer Fee to Excellen 309 HOA Dues/Fees- March to Pa	Fee to Ticor Title of Nevada, Inc r Title of Nevada, Inc. r Title of Nevada, Inc. r Title of Nevada, Inc. good insurance premium al title Insurance premium f Nevada, Inc. Transfer Charges S Deed \$ 653.00 Deed \$ Deed \$ Deed \$ Icor Title of Nevada, Inc. sas n shop for c Clark County Treasurer ic Home Protection be Comm Mignt Ioma HOA	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00	40.0
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit 5103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwriter's portion of the tot 121 ALta Extended to Ticor Title of 122 Ocean Severament Recording and 123 Government recording charge 124 City/County tax/stamps 125 State tax/stamps 126 Excise Tax 127 Aggregate Recording Fee to T 1300 Additional Settlement Charge 131 Required services that you can 132 Ocean Settlement Charge 133 Additional Settlement Charge 134 State Tax/stamps 135 Required services that you can 136 Real Property Taxes - 4th qtr 136 Home Warranty to Old Republ 138 HOA Transfer Fee to Excellen 139 HOA Dues/Fees- March to Pa 1310 SiD Payoff to City of Las Vega 1310 SiD Payoff to City of Las Vega 1305 Real Poperty Tox of the Tax Vega 1310 SiD Payoff to City of Las Vega 1310 SiD Payoff to City of Las Vega 1315 SiD Payoff to City of Las Vega 1312 SiD Payoff to City of Las Vega	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. r Title of Nevada, Inc. 920 900 insurance premium at title insurance premium f Nevada, Inc. Transfer Charges S Mortgage \$ Deed \$ 653.00 Deed \$ Deed \$ Icor Title of Nevada, Inc. Base In shop for Clark County Treasurer ic Home Protection to Comm Mgmt Icoma HOA Iss.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00 150.00 321.92	40.0 455.0 250.0
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwiter's portion of the tot 121 ALta Extended to Ticor Title of 120 Government Recording and 201 Government recording charge 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State tax/stamps 205 Excise Tax 207 Aggregate Recording Fee to T 309 Additional Settlement Charg 301 Required services that you can 302 303 304 305 Notary Fee to BancServ 306 Real Property Taxes - 4th qtr t 307 Home Warranty to Old Republi 308 HOA Transfer Fee to Excellen 309 HOA Dues/Fees- March to Pa 310, SID Payoff to City of Las Vega 311 Trash Bill to Republic Services	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. pr Title of Nevada, Inc. 920 920 920 920 insurance premium at title insurance premium r Nevada, Inc. Transfer Charges Montgage \$ Deed \$ 653.00 Deed \$ Deed \$ County Treasurer ic Homo Protection the County Treasurer ic Homo Protection the County Might long HOA Is.	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00 150.00 321.92	455.0 250.0 667.7 26.3
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$103, 107 Agent's portion of the total title 108 Underwriter's portion of the total title 108 Underwriter's portion of the tot 121 ALIA Extended to Ticor Title of 209 Government Recording and 201 Government recording charge: 202 Deed \$ 203 Transfer taxes 204 Citly/County tax/stamps 205 State tax/stamps 205 State tax/stamps 206 Excise Tax 207 Aggregate Recording Fee to T 300 Additional Settlement Charg 301 Required services that you can 302 303 304 305 Notary Fee to BancServ 306 Real Property Taxes - 4th qrt t 307 Home Warranty to Old Republi 308 HOA Transfer Fee to Excellen 309 HOA Dues/Fees- March to Pa 310 SiD Payoff to City of Las Vega 311 Trash Bill to City of Las Vega 313 Sewer Bill to City of Las Vega	Fee to Ticor Title of Nevada, Inc. r Title of Nevada, Inc. r Title of Nevada, Inc. 920 900 insurance premium al title insurance premium r Nevada, Inc. Transfer Charges S Mortgage \$ Deed \$ Deed \$ Deed \$ Deed \$ Icor Title of Nevada, Inc. In shop for In shop Protection In Home Protection In Grand HOA Is. In Title of Nevada, Inc. In Shop for	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00 150.00 321.92	455.0 250.0 257.7 26.3 235.9
102 Settlement, Escrow or Closing 103 Owner's title insurance to Tico 104 Lender's title insurance to Tico 105 Lender's title policy limit \$103, 106 Owner's title policy limit \$129, 107 Agent's portion of the total title 108 Underwiter's portion of the tot 121 ALta Extended to Ticor Title of 120 Government Recording and 201 Government recording charge 202 Deed \$ 203 Transfer taxes 204 City/County tax/stamps 205 State tax/stamps 205 Excise Tax 207 Aggregate Recording Fee to T 309 Additional Settlement Charg 301 Required services that you can 302 303 304 305 Notary Fee to BancServ 306 Real Property Taxes - 4th qtr t 307 Home Warranty to Old Republi 308 HOA Transfer Fee to Excellen 309 HOA Dues/Fees- March to Pa 310, SID Payoff to City of Las Vega 311 Trash Bill to Republic Services	Fee to Ticor Title of Nevada, Inc. If Title of Nevada, Inc. Title of Nevada, Inc. Title of Nevada, Inc. 920 900 Insurance premium I title insurance premium Nevada, Inc. Transfer Charges S Mortgage \$ Deed \$ 653.00 Deed \$ Deed \$ Clear S Icor Title of Nevada, Inc. 100 100 100 100 100 100 100 1	\$ 145.00 \$ 433.00 \$ 508.64 \$ 69.36 Release \$ Mortg Mortg	(from GFE #5) (from GFE #7) (from GFE #8) page \$	78.50 78.50 95.00 663.00 150.00 321.92	

POCB = Paid outside of closing by Borrower POCS = Paid outside of closing by Seller POCL = Paid outside of closing by Lender POCM = Paid outside of closing by Mortgage broker

TTN00133
Printed by Melinda Stephens on 03/01/2011 at 11:11:20 AM

nortgage.com, Inc	MANY	11 MARIE MARIE II 1117, 11 117	061102001	
Comparison of Good Faith Estimate (GFE) and HUD-1 CF		Good Faith Estimate	HUD-1	
Charges That Cannot Increase Our origination charge	HUD-1 Line Number # 801	2.029.20	Action to the contraction of the	
our credit or charge (points) for the specific interest rate ch	osen # 802	1,039.20	2,029.20 1,039.20	
our adjusted origination charges	# 803	3,068.40	3,068.40	
ransfer taxes	#1203	663.00	663.00	
	Total	3,731.40	3,731.40	
harges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1	
Sovernment recording charges	#1201	150.00	95.00	
ppraisal fee	# 804	700.00	500.00	
ax service lood certification	# 806 # 807	85.00	85.00	
iood certification	# our Total	25.00	25.00	
Increase between	en GFE and HUD-1 Charges	960.00 \$ (255.00) or	705.00	
Notes that a particular recognition is a particular and a second particular an		- meron maderanan		
harges That Can Change itial deposit for your escrow account	#1001	Good Faith Estimate	HUD-1	
ally interest charges	# 901 \$16.0151 /day	713.86 480.45	286.75 16.02	
omeowner's insurance	# 903	420.00	432.96	
itle services and lender's title insurance	#1101	1,850.00	905.50	
wner's title insurance	#1103	842.00	145.00	
oan Terms				
our initial loan amount is	\$ 103,920.00			
our loan term is		Mendemonter or an engineering of the second	a serios a	
our initial interest rate is	30 years			
our initial monthly amount owed for principal, interest, and	The second second is about the construction	98.22 includes	mandanas er en - diadenaseide	
ny mortgage insurance is	1	o.zz moudes		
ny mongage matrance is	Principal			
	Interest			
	Mortgage Insurance			
	And the same of th			
an your interest rate rise?	No. Yes, it can rise to		The first change	
		can change again every		
	. Every change d	ate, your interest rate can incre	ase or decrease	
	by	 Over the life of the loan, yo 	ur interest rate is	
	guaranteed to never be lower	r than % or higher t	han %	
iven if you make payments on time, can your loan balance se?	No. Yes, it can rise	to a maximum of \$		
ven if you make payments on time, can your monthly	No. Yes, the first inc	rease can be on	and the monthly	
mount owed for principal, interest, and mortgage insurance	amount owed can rise to \$		•	
se?	The maximum it can ever rise			
oes your loan have a prepayment penalty?	Paris Control	······	4 % Tele 50	
ord just took hard a propagnion penang :	Sarro. D. Tea, Jobi Make	nom propayment penalty is o		
Chandra production of the contract of the cont		balloon payment of \$ 🔻 👵	due in	
oes your loan have a balloon payment?	No. Yes, you have a years on			
otal monthly amount owed including escrow account	years on You do not have a month!	y payment for items, such as p	roperty taxes and	
otal monthly amount owed including escrow account	years on You do not have a month! homeowner's insurance. You	must pay these items directly	roperty taxes and yourself.	
otal monthly amount owed including escrow account	years on You do not have a month! homeowner's insurance. You You have an additional months.	must pay these items directly onthly escrow payment of \$	roperty taxes and yourself.	
otal monthly amount owed including escrow account	years on You do not have a month! homeowner's insurance. You You have an additional more results in a total initial month!	nust pay these items directly onthly escrow payment of \$ y amount owed of \$ \$ 741	roperty taxes and yourself. 143,39 that 61. This includes	
otal monthly amount owed including escrow account	years on You do not have a month! homeowner's insurance. You You have an additional moresults in a total initial month! principal, interest, any mortga	nust pay these items directly onthiv escrow payment of \$ 741; y amount owed of \$ 741; ige insurance and any items ch	roperty taxes and yourself. 143,39 that 61. This includes lecked below:	
otal monthly amount owed including escrow account	years on You do not have a month! homeowner's insurance. You You have an additional meresults in a total initial month! principal, interest, any mortga	nust pay these items directly onthly escrow payment of \$ y amount owed of \$ \$ 741	roperty taxes and yourself. 143,39 that 61. This includes lecked below:	
otal monthly amount owed including escrow account	years on You do not have a month! homeowner's insurance. You You have an additional moresults in a total initial month! principal, interest, any mortga	nust pay these items directly onthiv escrow payment of \$ 741; y amount owed of \$ 741; ige insurance and any items ch	roperty taxes and yourself. 143,39 that 61. This includes lecked below:	
oes your loan have a balloon payment? otal monthly amount owed including escrow account ayments	years on You do not have a month! homeowner's insurance. You You have an additional meresults in a total initial month! principal, interest, any mortga	nust pay these items directly onthiv escrow payment of \$ 741; y amount owed of \$ 741; ige insurance and any items ch	roperty taxes and yourself. 143,39 that 61. This includes lecked below:	
otal monthly amount owed including escrow account	years on You do not have a month! homeowner's insurance. You You have an additional mresults in a total initial month! principal, interest, any montga Property taxes Flood Insurance	onust pay these items directly control of \$	roperty taxes and yourself. 143,39 that 61. This includes lecked below:	
otal monthly amount owed including escrow account ayments	years on You do not have a month! homeowner's insurance. You You have an additional mresults in a total initial month! principal, interest, any montga Property taxes Flood Insurance	onust pay these items directly control of \$	roperty taxes and yourself. 143,39 that 61. This includes lecked below:	

Page 3 of 5

TTN00134
Printed by Melinda Staphens on 03/01/2011 at 11:11:20 AM

Page 4 of 5

TTN00135
Printed by Melinda Stephens on 03/01/2011 at 11:11:20 AM



March 1, 2011

Realty One Group Inc. 10750 W. Charleston Blvd. Las Vegas, NV 89135

Attn: Jared Weiss

RE:

Escrow No.:

11054523-LG

Seller:

Custom Estates, LLC

Duyer.

Danka Katarina Michaels and Thomas A, Pickens

Property Address: 7608 Lowe Ave, Las Vegas, NV 89131

Dear Jared:

In reference to the closing of the above escrow number, enclosed please find the following:

☑ Closing Statement/HUD-1

☑ Commission Order

☑ General Provisions

Our closing documents are being forwarded directly to the principals unless otherwise indicated above. The recorded documents and title insurance policies will be mailed under separate cover.

Should you have any questions or you need anything further, please let us know.

We appreciate having had the opportunity to assist you on this escrow and we look forward to assisting you again on your future title and escrow needs.

Sincerely,

Lois Golding Escrow Officer

Enclosures: as noted above

2285 Corporate Circle #130 Henderson, NV 89074 Phone: (702) 932-0812 Fax: (702) 968-7445



March 1, 2011

Elite Realty 7942 W. Sahara Ave. Las Vegas, NV 89117

Attn: Genie Ahearn

RE:

Escrow No.: 11054523-LG

Seller: Custom Estates, LLC

Buyer: Danka Katarina Michaels and Thomas A, Pickens Property Address: 7608 Lowe Ave, Las Vegas, NV 89131

Dear Genie:

In reference to the closing of the above escrow number, enclosed please find the following:

- ☑ Our check in the amount of \$3,897.00 representing commission due
- ☑ Closing Statement/HUD-1
- ☑ Commission Order
- ☑ General Provisions

Our closing documents are being forwarded directly to the principals unless otherwise indicated above. The recorded documents and title insurance policies will be mailed under separate cover.

Should you have any questions or you need anything further, please let us know.

We appreciate having had the opportunity to assist you on this escrow and we look forward to assisting you again on your future title and escrow needs.

Sincerely,

Lois Golding Escrow Officer

Enclosures: as noted above

2285 Corporate Circle #130 Henderson, NV 89074 Phone: (702) 932-0812 Fax: (702) 968-7445



March 1, 2011

Danka Katarina Michaels Thomas A, Pickens 9527 QUEEN CHARLOTTE

LAS VEGAS, NV 89145

RE:

Escrow No.:

11054523-LG

Property Address: 7608 Lowe Ave, Las Vegas, NV 89131

Dear Danka & Thomas:

We are pleased to inform you that the escrow covering your purchase of the above referenced property has been closed. Your Policy of Title Insurance is being issued and the conveyance document as well as your policy will be mailed to you under separate cover. Please find the following enclosed documents:

☑ Our check in the amount of \$ 115.00

☑ Copy of the HUD 1 Settlement Statement

☑ Copy of the General Provisions

☑ Copy of the Note and Recorded Deed

We appreciated the opportunity to work with you in your purchase. If at a future date you refinance your property or offer it for sale, please request the order be placed with Ticor Title of Nevada, Inc.. Because our title department has retained this recent examination of the public records covering your property, a future search may be accomplished in an even more timely manner.

We hope you enjoy your new property and if you have any questions, please feel free to contact me.

Sincerely,

Lois Golding **Escrow Officer**

Enclosures: as noted above

2285 Corporate Circle #130 Henderson, NV 89074 Phone: (702) 932-0812 Fax: (702) 968-7445

Form 1040	De U	partment of the Treasury - Internal Revenue Service .S. Individual Income Tax Ret	urn	200	5 (99) iRS	i Use Only	-Do not w	rite or staple in this spi	ace.
Label		the year Jan. 1-Dec. 31, 2005, or other tax year beginning		. 20	05, ending	and the second second	, 20	OM8, No. 15	
(See A	Your first n	ame and initial	Last name				Your so	cial security number	THE PERSON NAMED OF
instructions B		MAS A	PICKENS						
1	If a joint ret	urn, spouse's first name and initiat	Last name				Spouse'	's social security numb	er
Use the IRS label.	Unma neidi	ress (number and street). If you have a PO box, see page	**						
Otherwise, F		_	10		Apt	.no	AN.	You must enter your SSN(s) abov	. 🛦
or type. E		7 QUEEN CHARLOTTE DR or post office, state, and ZIP code. If you have a foreign add	dress see nage 16				-		
Presidential		VEGAS	NV	8914	15	1		ting a box below t e your tax or refu	
Election Campai		 Check here if you, or your spouse if filing join 	CONTRACTOR OF THE PARTY OF THE	The state of the s		······································	▶	اسا .	ouse
1	X Single	9	4	Head of ho	ousehold (with qualifying	person). (See page	17.) If	***************************************
Filing 2	Marro	ed filing jointly (even if only one had income)		the quality: this child's	ng person is a child but name here	not your d	ependent.	. enter	
Status 3	Mamed	filing separately. Enter spouse's SSN above and full	▶	,					
		>	5		g widow(er) with o	lepende	nt child		
Exemptions	6 a	Yourself. If someone can claim you as a	dependent, do i	not check	box 6a · · · ·	• • • •	• • ¬	Boxes checked on 6a and 6b	1_
	b	Spouse · · · · · · · · · · · · · · · · · · ·					ſ	No. of chikiren	
•	C	Dependents:	7				heck if	on 6c who:	
	(1) First na	•	(2) Depende social security no		(3) Dependent's relationship to	loualify	ring child Pild tax (see ng19	 lived with you did not live with 	
•	(1)1 1131 124	CdSt Editis	 		you	creds	tsee ng19	or separation	
if more than four - dependents, see			1				H-	(see page 20)	***************************************
page 19.			1			_	一	Dependents on 6c	
						1		not entered above Add numbers on	r i
	d	Total number of exemptions claimed • • •						fines above	1
	7	Wages, salaries, tips, etc. Attach Form(s) W-	-2						-Catamooundi
Income		***************************************					7	155	312
Attach Form(s)	8 a	Taxable interest. Attach Schedule B if require		• • • • •			8a	***************************************	
W-2 here. Also attach Forms	b	Tax-exempt interest. Do not include on line 6		· · <u> 8b</u>	<u> </u>		4.		
W-2G and	9a b	Ordinary dividends. Attach Schedule B if rec	9a						
1099-R if tax was withheld.	10	Qualified dividends (see page 23) • • • • • • Taxable refunds, credits, or offsets of state a		L	L		10		
	11	Alimony received			:e page 25;		11	·	
If you did not	12	Business income or (loss). Attach Schedule					12		
get a W-2, see page 22.	13	Capital gain or (loss). Attach Schedule D if re		quired, cl	neck here 🕨 · •	$\cdot \cdot \sqcap$	13	***************************************	
ace page 22.	14	Other gains or (losses). Attach Form 4797					14	······	
Enclose, but do not attach, any	15 a	IRA distributions • • • • 15a		ь Та	ixable amount (see	page 25)	15b		
payment. Also,	16 a	Pensions and annuities • • 16a		b Ta	ixable amount (see	page 25)	16b		
please use Form 1040-V.	17	Rental real estate, royalties, partnerships, S					17		
	18					• • • •	18		
	19 20 a	Unemployment compensation		t			19	***************************************	
	21	Social security benefits • • 20a Other income.		B 18	ixable amount (see	page 27)	20ь		
		ON MONTO.	······································				21		
	22	Add the amounts in the far right column for li	nes 7 through 2	1. This is	your total income		-	155,	312
***************************************	23	Educator expenses (see page 29)		· · 23		······	+ -		<u> </u>
Adjusted	24	Certain business expenses of reservists, performing artist	ts, and	ļ			1 1		
Gross		fee-basis government officials. Attach Form 2106 or 2106	EZ · · ·	- 24					
Income	25	Health savings account deduction. Attach Fo]		
	26	Moving expenses. Attach Form 3903 • • •		26					
	27	One-half of self-employment tax. Attach Sche		27			4		
	28 29	Self-employed SEP, SIMPLE, and qualified p					-		
	30	Self-employed health insurance deduction (s Penalty on early withdrawal of savings • •					1 1		
	31a	Alimony paid b Recipient's SSN		31a			1 l		
	32	IRA deduction (see page 31)					1 1		
	33	Student loan interest deduction (see page 33					1		
	34	Tuition and fees deduction (see page 34) •					1		
	35	Domestic production activities deduction. Atta	ach Form 8903	• 35					
	36	Add lines 23 through 31a and 32 through 35	• • • • • • •				36		
	37	Subtract line 36 from line 22. This is your adj		ome •		• • •▶	37	155,	
For Disclosure F	Privacy A	Act, and Paperwork Reduction Act Notice, see	nago 78					Form 104	0 (2006)

Form 1040 (200	5) TH (OMAS A PICKENS		Page 2
	38	Amount from line 37 (adjusted gross income)	38	155,312
Tax and	39a	Check You were born before January 2, 1941, Blind. Total boxes		
Credits	_	if: Spouse was born before January 2, 1941, Blind. checked ▶39a		
Standard	Ь	If your spouse demizes on a separate return or you were a dual-status alien, see pg 35 & check here		
Deduction for	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	6,830
People who	41	Subtract line 40 from line 38 · · · · · · · · · · · · · · · · · ·	41	148,482
checked any box on line	42	If line 38 is over \$109,475, or you provided housing to a person displaced by Hurricane Katrina,		
39a or 39b or		see page 37. Otherwise, multiply \$3,200 by the total number of exemptions claimed on line 6d	42	2,944
who can be claimed as a	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	145,538
dependent, see page 36.	44	Tax (see page 37). Check if any tax is from: a Form(s) 8814 b Form 4972 · · ·	44	35,257
All others:	45	Alternative minimum tax (see page 39). Attach Form 6251	45	
Single or	46	Add lines 44 and 45	46	35,257
Married filing	47	Foreign tax credit. Attach Form 1116 if required 47		
separately, \$5.000	48	Credit for child and dependent care expenses. Attach Form 2441 48	ĺ	
	49	Credit for the elderly or the disabled. Attach Schedule R • • • 49		
Married filing jointly or	50	Education credits. Attach Form 8863 50		
Qualifying	51	Retirement savings contributions credit. Attach Form 8880 51		
widow(er), \$10,000	52	Child tax credit (see page 41). Attach Form 8901 if required • • 52		
Head of	53	Adoption credit. Attach Form 8839 53		
household.	54	Credits from: a Form 8396 b Form 8859 54		
\$7,300	55	Other credits. Check applicable box(es): a Form 3800		
L	1	b Form 8801 c Form 55		
	56	Add lines 47 through 55. These are your total credits	56	
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-	57	35,257
***************************************	58	Self-employment tax. Attach Schedule SE	58	33,237
Other	59	Social security and Medicare tax on tip income not reported to employer. Atlach Form 4137 •	59	
Taxes	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	60	
	61	Advance earned income credit payments from Form(s) W-2	61	
	62	Household employment taxes. Attach Schedule H	62	
	63	* *		35 057
	64		63	35,257
Payments	1 65			
If you have a	66a	2005 estimated lax payments and amount applied from 2004 return		
qualifying child, attach	Г в	```		
Schedule EIC.	67	harman and a second a second and a second an		
L	68	- 1203		
	69			
	70	Amount paid with request for extension to file (see page 59) · · 69		
	71	Payments from: a Form 2439 b Form 4136 c Form 8885 70	74	07 700
***************************************	72	Add lines 64, 65, 66a, and 67 through 70. These are your total payments	71	27,793
Refund		If line 71 is more than tine 63, subtract line 63 from line 71. This is the amount you overpaid • • • • • • • • • • • • • • • • • • •	72	
Direct deposit?	73a ► ⊾	Amount of line 72 you want refunded to you	73a	
See page 59 and fill in 73b.	▶ b	Routing number		
73c, and 73d.	▶ d	Account number		
	74 75	Amount of fine 72 you want applied to your 2006 estimated tax · · · ▶ 74		
Amount		Amount you owe. Subtract line 71 from line 63. For details on how to pay, see page 60	75	9,288
You Owe	76	Estimated tax penalty (see page 60)		
Third Party		turned	mplet	e the following.
Designee	. "	heer's name Phone no Personal identifit	cation	
	>	number (PIN)		
Sign		panathes of pegury. I declare that I have examined this return and accempanying schedules and statements, and to the best of they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer		
Here Joint return?		ignature Date Your occupation		Daylime phone number
See page 17.	i i i i i i i i i i i i i i i i i i i			Doywing presidents notes
Кеер а сору	Sague	PROJECT MANAGER e's signature. If a joint return, both must sign Date Spouse's occupation		
for your	y Option	a signotine, in a junit return, both introduction and signotine signotin signotine signotine signotine signotine signotine signotine sig		
records.		Date	10.	
Paid	Prepar signati	Check if	. 1	parer's SSN or PTIN
Preparer's				P00391972
Use Only			95	-4514704
•		ss, and ZIP code	_	05 650 5344
F.C.A.		VENTURA CA 93005 Procee	no b	05-659-5344 Form 1040 (2005)
EEA				Form 1040 (2005)

SCHEDULI	ł	OMB No. 1545-0074 2005			
Department of the	Treas	ury > (99)	➤ Attach to Form 1040. See Instructions for Schedules A & B (Form 1040).		Attachment
Internal Revenue S Name(s) shown or			P Accounts of Control 1040.	Your	social security number
THOMAS			NS		SACRICAL STATE OF THE
Medical			Do not include expenses reimbursed or paid by others.		-
and	1		and dental expenses (see page A-2) 1		
Dental	2	Enter ar	nount from Form 1040, line 38 2	1	
Expenses	3	Multiply	line 2 by 7.5% (.075)		
***************************************	4	Subtract	line 3 from line 1. If line 3 is more than line 1, enter -0-	4	
Taxes You	5	State an	d local (check only one box):		
Paid			Income taxes, or 5 1,243		
(See	_		General sales taxes (see page A-3)		
page A-2.)	_		late taxes (see page A-5)		
	7		of property taxes		
	8		xes. List type and amount		
	9	DMV	762 8 762		1
	10	***************************************	s 5 through 8 · · · · · · · · · · · · · · · · · ·	9	2,005
Interest You Paid	11		ortgage interest and points reported to you on Form 1098. If paid		
Tou Faiu		to the pe	erson from whom you bought the home, see page A-6		
(See		and Sno	w that person's name, identifying no., and address		
page A-5.)					
Note. Personal			11		
interest is	12	Points n	ot reported to you on Form 1098. See page A-6		
not deductible,		for speci			
deducable,	13	Investme	ent interest. Attach Form 4952 if required. (See page A-6.) 13		
	14		s 10 through 13	14	
Gifts to	15a	Total gift	s by cash or check. If you made any gift of \$250	10000	
Charity		or more,	see page A-7		
if you made a gift and got a	b	27, 2005, 1	sh or check after August had over elect to treat as intributions (see page A-7) 15b		
benefit for it,	16	Other th	an by cash or check. If any gift of \$250 or more.		
see page A-7.		see pag	e A-7. You must attach Form 8283 if over \$500 · · · · · 16 475		
	17	Carryove	er from prior year • • • • • • • • • • • • • • • • • • •		
	18	Add line	s 15a, 16, and 17	18	2,225
Casualty and Theft Losses	19	Casualty	r or theft loss(es). Attach Form 4684. (See page A-8.)	19	
Job Expenses	20	Unreimb	ursed employee expenses - job travel, union		
and Certain		dues, job	education, etc. Attach Form 2106 or 2106-EZ		
Miscellaneous		if require	d. (See page A-8.) 20 5, 987		
Deductions		FORM	2106 5,987		
(See					
page A-8.)			aration fees · · · · · · · · · · · · · · · · · 21		
	22		penses - investment, safe deposit box, etc. List		
		type and	amount •		
			22		
	22	A stat Conne	200 100 100 100 100 100 100 100 100 100		
			20 through 22		
			ine 24 by 2% (.02)	26	2 001
Other	27		rom list on page A-9. List type and amount		2,881
Miscellaneous					
Deductions		***************************************		27	
Total	28	Is Form	1040, line 38, over \$145,950 (over \$72,975 if married filing separately)?		SEE A WKS
Itemized		No.	Your deduction is not limited. Add the amounts in the far right column		
Deductions		_	for lines 4 through 27. Also, enter this amount on Form 1040, line 40.	28	6,830
		X Yes.	Your deduction may be limited. See page A-9 for the amount to enter.		
	29	_	to itemize deductions even though they are less than your standard deduction, check here		
For Paperwork	Red		t Notice, see Form 1040 instructions.	Sche	edule A (Form 1040) 2005

	Employee Busir	ness Ex	OM6 No. 1545-9974		
Form 2106	► See separate	instructio	2005		
Department of the Treasury Internal Revenue Service (99)	➤ Attach to I		Attachment Sequence No. 54		
Your name	Occ	rupation in wh	ich you incurred expenses	Social security number	
THOMAS A PICK	ENS PRO)JECT	MANAGER		
Part I Employee	Business Expenses and Reimbursem	ents			
Step 1 Enter Your Ex	rpenses		Column A Other Than Meals and Entertainment		Column B Meals and Entertainment
instructions.) • • • • • • • • • • • • • • • • • • •	ne 22c or line 29. (Rural mail carriers: See transportation, including frain, bus, etc., that tt travel or commuting to and from work vay from home overnight, including lodging, Do not include meals and entertainment		3,127		
	included on lines 1 through 3. Do not	. 4	950		
5 Meals and entertainmer	nt expenses (see instructions)	. 5			3,820
6 Total expenses. In Colu	umn A. add lines 1 through 4 and enter the ter the amount from line 5	<u> </u>	4,077		3,820
Note: If you were not re	imbursed for any expenses in Step 1, skip line 7 an	d optor the		. 0	
reported to you in box 1 reported under code "L" instructions)	eceived from your employer that were not of Form W-2. Include any reimbursements in box 12 of your Form W-2 (see				
line 7 is greater than line income on Form 1040, li	6, If zero or less, enter -0 However, if a fin Column A, report the excess as one 7	. 8	4,077		3,820
employee business exports your return. 9 In Column A, enter the a line 8 by 50% (.50). (Em Transportation (DOT) has	anses. Stop here and attach Form 2106 imount from line 8. In Column B. multiply ployees subject to Department of ours of service limits: Multiply meal away from home on business by 70% (.70)	. 9	4,077		1,910
Schedule A (Form 1040)		ee-basis s ons for spe	tate or ecial rules	10	5,987 Form 2106 (2005)

Forn	n 2106 (2005) THOMAS A PIC	KEN	S						Page 2
	rt II Vehicle Expenses				****			-	
Sec	tion A - General Information	(You r	nust complete this section if	/ou	/-11				
	claiming vehicle expenses.)				(a) ∨	'ehicle 1		(b) Vehicle	: 2
11	Enter the date the vehicle was placed in	n serv	rice · · · · · · · · ·	11	200	1-01-04			
12	Total miles the vehicle was driven during	ig 200	15	12		6,112 miles			miles
13	Business miles included on line 12 .			13		7,160 miles			miles
14	Percent of business use. Divide line 1.	3 by la	пе 12	14		44.44 %		***************************************	%
15	Average daily roundtrip commuting dis	-	}	15		5 miles			miles
16	Commuting miles included on line 12		<u></u>	16		1,250 miles		***************************************	miles
17	Other miles. Add lines 13 and 16 and s		<u></u>	17		7,702 miles	***************************************		miles
18	Do you (or your spouse) have another					7,702 ******		X Yes	No
19	Was your vehicle available for persona							X Yes	□ No
20	Do you have evidence to support your		-					X Yes	☐ No
21	If "Yes," is the evidence written?							X Yes	H _{No}
	tion B - Standard Mileage Rat		·			to complete this s	ontion or S	170.04	1 140
	Multiply business miles driven before S							Jection C.,	
	Multiply business miles driven after Au		•		ļ <u>-</u>		<u>,750</u>		
	Add lines 22a and 22b. Enter the resul						,377	BAS BAS COLOR	
		nere				· · · · · · · · · ·			3,127
	tion C - Actual Expenses	·	(a) Vehick	9 1		WAR 8 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	(b) Vehic	le 2	
23	Gasoline, oil, repairs, vehicle								
24 -	insurance, etc.	23		₩	und values i sasseramini		11 1 100 day		
	Vehicle rentals · · · · · · · · ·	24a							
	Inclusion amount (see instructions) •	245		3400				100000000000000000000000000000000000000	
	Subtract line 24b from line 24a · · ·	24c		<u> </u>		4			
25	Value of employer-provided			1					
	vehicle (applies only if 100% of			1					
	annual lease value was included								
	on Form W-2 - see instructions) • • •	25				1			
26	Add lines 23, 24c, and 25 • • • • •	26				l			
27	Multiply line 26 by the								
	percentage on line 14	27							
				1				X)	
28	Depreciation (see instructions)	28		L					
29	Add lines 27 and 28. Enter total								
	here and on line 1	29							
Sec	tion D - Depreciation of Vehic	es	(Use this section only if you	owne	d the vehicle	and are completing	Section (C for the ve	ehicle.)
			(a) Vehicle	e 1			(b) Vehic	le 2	
30	Enter cost or other basis (see								
	instructions)	30							
31	Enter section 179 deduction								
	(see instructions) • • • • • • • •	31							
32	Multiply line 30 by line 14 (see			1		1			TERRETER
	instructions if you claimed the section					1			
	179 deduction or special allowance) •	32				1		A STATE OF THE STA	
33	Enter depreciation method and								
	percentage (see instructions)	33							
34	Multiply line 32 by the percentage					48/38/24/34/34	ionesia se		
	on line 33 (see instructions)	34							
	·			 		1		1	
35	Add lines 31 and 34 • • • • • • • •	35							
36	Enter the applicable limit explained			1-00	Salahan da salah	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1		September 2019
	in the line 36 instructions • • • • •	36							
37	Multiply line 36 by the			HARSTER T		510000111011011011111111		wgys (32 (54)).7	
٠.	percentage on line 14	37				I			
38	· -	31		 		-		 	
30	Enter the smaller of line 35 or								
	line 37. If you skipped lines 36 and							18	
	37, enter the amount from line 35.	22							
	Also enter this amount on line 28	38		1					
	above			<u> </u>		Market Street	300 (SA)	<u> </u>	
EEA								Form 21	06 (2005)

2005 Form 1040-V

Department of the Treasury Internal Revenue Service

What Is Form 1040-V and Do You Have To Use It?

It is a statement you send with your check or money order for any balance due on the "Amount you owe" line of your 2005 Form 1040. Using Form 1040-V allows us to process your payment more accurately and efficiently. We strongly encourage you to use Form 1040-V, but there is no penalty if you do not.

How To Fill In Form 1040-V

Line 1. Enter your social security number (SSN). If you are filing a joint return, enter the SSN shown first on your return.

Line 2. If you are filing a joint return, enter the SSN shown second on your return.

Line 3. Enter the amount you are paying by check or money order.

Line 4. Enter your name(s) and address exactly as shown on your return. Please print clearly.

How To Prepare Your Payment

- Make your check or money order payable to the "United States Treasury." Do not send cash.
- Make sure your name and address appear on your check or money order.
- Enter "2005 Form 1040," your daytime phone number, and your SSN on your check or money order.
 If you are filing a joint return, enter the SSN shown first on your return.
- To help process your payment, enter the amount on the right side of your check like this: S XXX XX. Do not use dashes or lines (for example, do not enter "\$ XXX—" or "\$ XXX—" ").

How To Send In Your 2005 Tax Return, Payment, and Form 1040-V

- a Detach Form 1040-V along the dotted line.
- Do not staple or otherwise attach your payment or Form 1040-V to your return or to each other. Instead, just put them loose in the envelope.
- Mail your 2005 tax return, payment, and Form 1040-V in the envelope that came with your 2005 Form 1040 instruction booklet.

Note. If you do not have that envelope or you moved or used a paid preparer, mail your return, payment, and Form 1040-V to the Internal Revenue Service at the address shown that applies to you

Paperwork Reduction Act Notice. We ask for the information on Form 1040-V to help us carry out the Internal Revenue laws of the United States. If you use Form 1040-V, you must provide the requested information. Your cooperation will help us ensure that we are collecting the right amount of tax.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as fong as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Internal Revenue Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For the estimated averages, see the instructions for your income tax return. If you have suggestions for making this form simpler, we would be happy to hear from you. See the Instructions for your income tax return.

EEA Form 1040-V (2005) Detach Here and Mail With Your Payment and Return Department of the Treasury Form 1040-V Payment Voucher 2005 Internal Revenue Service Use this voucher when making a payment with Form 1040 Cents Do not staple this voucher or your payment to Form 1040 Enter the amount Make your check or money order payable to the "United States Treasury" of your payment ➤ Write your social security number (SSN) on your check or money order 9,288 1024

THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR LAS VEGAS, NV 89145

PO Box 7704 San Francisco, CA 94120-7704

WS PICK 30 0 200512 610

Declaration (Control N	umber (DCN	1)		1							
0 0 -	9 5	0 8 8	4 - 0 1	3 8 7 —	6	ı	RS Use Only - Do	not write o	r staple «n t	his space	2	
Form 84 5	53		U.S. Individual Income Tax Declaration for an IRS e-file Return							OMB No. 1545-0074		
Department of Internal Revenue		, I		For the	year January See ins						20	05
11011011101111		Your first nan	ne and initial			st name				Your so	cial security numb	er
11	L	THOMA				ICKE	NS.					
Use the IRS label.	A B E	If a joint return, spouse's first name and initial Last name								Spouse	's social security r	iumber
Otherwise, please	L	Home addres	is (number and street) If you have a P.O	. bax, see instruct	ans.		Apt	no.	A	Importar	+1 A
print or type.	ፗጠፎሠ		QUEEN CHA		DR						You must en	ter
	E	, ·	east office, state, and EGAS, NV					Vierosa to s s			our SSN(s) ab e phone number	iove.
Part I	Tax R	eturn Info	ormation (Wh	iole dollars only	/)							
1 Adjuste			1 1040. line 38; F			40EZ, lin	e 4) • • • •			1	15	5,31
2 Total tax (Form 1040, line 63; Form 1040A, line 38; Form 1040EZ, line 10)										2		35,25
			(+orm 1040, line : Form 1040A, lir				,		 	3 4	2	26,58
			, line 75; Form 1									9,28
Part II	Decla	ration of	Taxpayer (S	ign only after P	art I is comple	ted.) Be	sure to ke	еерас	opy o	f your	r tax return	
accounded Payry to ac To re (settly information of the following the following the following the following the formation of the following the	bunt indicate restaind that ment System coess EFTP works a pay lement) date malor nece during the paylocable in y Federal re s of payury, ending Dec are the armo S and to reason for a	d in the tax prej this authorization (EFTPS). In or S. This authorization ment, I must core e. I also authorization in et urn, I under lerest and per lerest and per lerest and per lerest and per ideclare that I i rember 31, 2005 units shown on news from the IF any detay in pro	nave examined a copy 5, and to the best of no the copy of my electro	payment of my Feder Federal tax payme future payments, In if force and effect in y Financial Agent a ions involved in the ioses not receive full cent Federal and start y of my electronic in yy knowledge and b pric income tax returned.	ral taxes owed or the that the IK and that the IK and I and	in this return the debited is send me. S. Freasury 4537 no electronic part of my tax there is an exert, and color ow my electron of the electron of the electron of the electron.	and/or a payment intrough the Electe a personal identific financial Agent to later than 2 busin- sayment of taxes to k liability. I will rem error on my state if di accompanying s implete, i further di tronic return ongi fransmission,	t of estimat onic Federa cation num terminate assa days proor to receive a cation num terminate assa days proor to receive a cation to receive a cation to the cation to the cation to the cation (ERO (b) and	ed tax 1 fur al Tax ber (PIN) the authors increase or the promotion of the promotion of the tax and statement the amount to send mindication of	zation. ayment ents ts y if any refu		
Here Part III	Your sign		Electronic F	3-1	Date	2) - 1	Spouse's signatu		retum, (See ins	both ma		Date
only a collector, signed this form requirements in of pagury, I dec bellef, they are the signed they are the signed they are the are they are the are they are the are they are the are they are the are the are t	have review, I am not rein before I su in Pub, 1345 lare that I ha true, correct is a name (or sife self-empless, and ZIP	ed the abova ta sponsible for re- binal the return 5. Handbook fo ave examined if i, and complete (oyed), code	Apageds return and the above taxpayeds in This Paid Preparer of the return and th	nat the entres on Fc only declare that to only declare that to a copy of all form a Providers of frodu- butin and accompa- declaration is based S. SEMON K. 5605 CA 930	orm 8453 are com this form accurately a manufacturately and information dutal income Tax F manufacturate and information Date LAN, CF	plete and c y reflects th to be filed Returns. If I and stateme of which I I	orrect to the best of edata on the return with the IRS, and if am also the Pad ints, and to the best average any knowledge Check if Check if preparer X	of my know irr. The tax have follow Preparer, e st of my kno ge. Check if self- emplo	payer will fied all other inder penaltowledge and wedge	tes d ERO' P0 5-45	's SSN or PTIN 0391972 14704 -5344	
Under penalties knowledge and	of perjury, I belief, they	declare that I h are true, correct	ave examined the ab	ove taxpayer's retui declaration is bases	n and accompany i on all information	ing schedu of which t	les and statement have any knowled	s, and to th				
	Prepa signati	rer's				Date	•	Check if self- emplo		Pre	parer's SSN or PT	în
Paid	_ Firm's	name (or	A						EIN			
Preparer' Use Only	S yours i	if self-employed ss. and ZiP cod). •				***************************************		Phone no.			
For Paperwo	ork Redu	ction Act No	tice, see instruc	tions.			EEA			***********	Form 84	153 (2005)

Department of the Treasury - Internal Revenue Service

Form **9325** (Rev. November 2005)

Acknowledgement and General Information for Taxpayers Who File Returns Electronically

Thank you for taking part in the IRS e-file Program. THOMAS A PICKENS (Taxpayer Name) 9517 QUEEN CHARLOTTE DR (Taxpayer Address optional LAS VEGAS, NV 89145 1. X Your federal income tax return/extension for 2005 was filed electronically with the Submission Processing Center of the IRS by the services of ROBERT S. SEMONIAN, CPA 2. Your return was accepted by the IRS on and the Declaration Control Number (DCN) assigned to your return is 00950884013876 Your return was accepted using a PIN. (You entered a PIN or authorized the Electronic Return Originator to enter or generate a PIN for you). Your return was accepted electronically without a PIN. A Form 8453 signature document is required. Please contact your Electronic Return Originator if you have not already completed a Form 8453, U.S. Individual Income Tax Declaration for an IRS e-file Return. 3. Your return was 'conditionally' accepted by the IRS on . The Earned Income Credit or a Dependent's Exemption on your return may be reduced or disallowed due to a Child's Name and Social Security Number mismatch Debt Indicator Code - Part or all of your refund may be offset to a debt owed to the Internal Revenue Service, the Office of Child Support Enforcement, or other government agency. 5. Your electronic funds withdrawal payment was accepted. 6. Your electronic funds withdrawal payment was NOT accepted. You must pay the balance due by April 17, 2006. 7. Your Form 4868 extension was accepted by the IRS on and the Declaration Control Number (DCN) assigned to your extension is PLEASE DO NOT SEND A PAPER COPY OF YOUR RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN If You Need to Make a Change to Your Return If you need to make a change or correct the return you filed electronically, you should send a Form 1040X, Amended U.S. Individual Income Tax Return, to the IRS submission processing center that processes paper returns for your area. The address is available at www.irs.gov. or you can call the IRS toll-free at 1-800-829-1040. If You Need to Ask About Your Refund The IRS will notify your Electronic Return Originator (ERO) when they accept your return, usually within 48 hours. If your return wasn't accepted, the IRS will notify your ERO of the reasons for rejection. If it has been more than three weeks since the IRS accepted your return and you have not received your refund, go to www.irs.gov and click on "Where's My Refund" then on "Go Get My Refund Status." Exception: If box 3 above is checked, please allow 4 to 6 weeks for processing of conditionally accepted returns. Also, you can call the IRS toll-free Tele-Tax return information number, 1-800-829-4477, to check the status of your refend. You will need to know the first social security number shown on your return, your filling status, and the exact amount of the refund you expect. Tele-Tax should give you the date for mailing or depositing your refund. You should receive your refund check within 30 days of the date given by Tele-Tax, or within one week of that date if you chose direct deposit. If you don't receive it by then, or if Tele-Tax does not give your refund information, call the IRS office at 1-800-829-1954.

Form **9325** (Rev. 11-2005)

If You Owe Tax

If your e-filed return has a balance due, you must pay the amount you owe by April 17, 2006. If you paid by electronic funds withdrawal (direct debit) or by credit card while e-filing your return, no voucher is needed. To use your credit card to pay by phone or Internet, you may call, toll free,1-800-2PAY-TAX.

**M-800-272-9829*) or 1-888-PAY-1040

SM

(1-888-729-1040), or visit www.officialpayments.com or www.PAY1040.com, You may use a VISA. dirth American Express (R)Card. Discover Card. (Rbr MasterCard. (Rbr Ad. The service providers, based on the amount you are paying, will charge a convenience fee. The fees may vary between providers. You will be told the amount of the fee during the transaction and you will be given the option to continue or end the transaction.

If you are not paying electronically, you may use the payment voucher, Form 1040-V, you will receive in the mail or you can obtain a payment voucher from your electronic filer. If the IRS doesn't receive your payment by April 17, 2006, you will receive a notice that requests full payment of the tax due, plus penalties and interest. If you can't pay the amount in full, please complete Form 9465. Installment Agreement Request, You may electronically file Form 9465. To obtain a paper Form 9465, you may call 1-800-829-3676 or visit www.irs.gov. Mail the paper form to the address in the form's instructions.

If You Need to Inquire About Your Electronic Funds Withdrawal Payment

You can call 1-888-353-4537, toll-free, to inquire about the status of an electronic funds withdrawal payment. If there is a change to the bank account information included on your return, you should call this number to cancel a scheduled payment. You will need the social security number of the first person listed on the tax return, the payment amount and the bank account number. Cancellation requests must be received no later than 8:00 p.m. Eastern Time, two business that provides the payment date.

Refund Anticipation Loans

A refund anticipation loan is a loan made to you based on the refund you expect to receive. This loan is a contract between you and a lender. The IRS is not involved in this contract, can't grant or deny the loan, and can't answer any questions about it. If you have any questions about a refund anticipation loan, contact your electronic filer or the lender.

Instructions to EROs

PINS (line 2a) - Check box 2a if the taxpayer entered a PIN or authorized the ERO to enter or generate the PIN for the taxpayer, and the Acknowledgement File PIN Presence Indicator is a "1" or "2". Form 8879 is required if the ERO enters or generates the PIN or if the Practitioner PIN method is used.

PINS (line 2b) - Check box 2b if the Acknowledgement File PIN Presence Indicator is NOT a "1" or "2." If box 2b is checked. Form 8453 must be completed and submitted to IRS by the ERO.

Exception Processing (line 3) - Check box 3 if the Acknowledgement File Acceptance Code equals "E."

 $Debt\,Indicator\,Code\,(line\,4)\,-\,Check\,box\,4\,if\,the\,Acknowledgement\,File\,Debt\,Code\,equals\,"l",\,"F",\,or\,"B." \\$

Electronic Funds Withdrawal (line 5) - Check box 5 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgment Literal field equals "PYMNT RQST RECD."

Electronic Funds Withdrawal (line 6) - Check box 6 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field does NOT equal "PYMNT RQST RECD." If box 6 is checked, inform the taxpayer that he/she must pay by check, money order, or credit card.

Note: EROs can use the Acknowledgement File information, translated by the transmitter, to complete Form 9325.

EA Form **9325** (Rev. 11-2005)

a Control number	OM8 No	Safe, accurate, FAST! Use IRS e.	Visit the IRS website -file at www.irs.gov/efile.		
b Employer identification number (EIN) 88-0136443		1 Wages, tips, other compensation 135,812	Federal income tax withheld 25 . 434		
C Employer's name, address, and ZIP code STATION CASINOS INC		3 Social security wages 90,000	4 Social security tax withheld 5,580		
2411 WEST SAHARA AVE LAS VEGAS N	J 89102	5 Medicare wages and tips 135,812	6 Medicare tax withheld 1,969		
d Employee's social security number	09102	7 Social security tips 9 Advance EIC payment	Allocated tips Dependent care benefits		
€ Employee's first name and initial Last name	· · · · · · · · · · · · · · · · · · ·	11 Nonqualdred plans	12a See instructions for box 12 C 2005 129		
THOMAS A PICKENS 10261 COPPARO RD		13 Statutory Retrint. Third-party sick party	12b CC		
LAS VEGAS N	7 89134	14 Other	12c		
f Employee's address and ZIP code			12d Cg g		
5 State Employer's state ID no 16 State wages, tips, et 135, 812		x 18 Local wages, tips, etc 19 Local inc	come tax 20 Locality name		

Form W-2 Wage and Tax Statement
Copy B - To Be Filed With Employee's FEDERAL Tax Return.
This information is being furnished to the Internal Revenue Service

2005

Department of the Treasury-Internal Revenue Service

The information on this Form W-2 was used to prepare the taxpayer's 2005 Federal tax return by ROBERT S. SEMONIAN, CPA.

a Control number	OMB No. 154	Safe, accurate, FAST! Use IRS 6	Visit the IRS website e-file at www.rs.gov/efile.
b Employer identification number (EIN) 56-2371654		1 Wages, tips, other compensation 19,500	2 Federal income tax withheld 1, 150
C Employer's name, address, and ZiP code DANK K MICHAELS MD A PC	3 Social security wages 19,500		
		5 Medicare wages and tips 19,500	
		7 Social security tips	8 Affocated tips
d Employee's social security number		9 Advance E/C payment	10 Dependent care benefits
e Employee's first name and initial Last name		11 Nonqualified plans	12a See instructions for box 12 C
THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR		13 Statutory Retrint. Third-party employée plan sick pay	12b C g
LAS VEGAS NV	89145	14 Other	12c
f Employee's address and ZIP code 5 State Employer's state IO no 16 State wages, tips, etc V 19,500	17 State income fax	18 Local wages, tips, etc. 19 Local in	ncome tax 20 Locality name

Form W-2 Wage and Tax Statement
Copy B - To Be Filed With Employee's FEDERAL Tax Return.
This information is being furnished to the Information Revenue Service

2005

Department of the Treasury-Internal Revenue Service

The information on this Form W-2 was used to prepare the taxpayer's 2005 Federal tax return by ROBERT S. SEMONIAN, CPA.

Form 1040		parlment of the Treasury - Internal Revenue Service .S. Individual Income Tax Ret	urn	2006	(99) IRS Use On	ly-Do not w	inte or staple in this space.
Label		the year Jan. 1-Dec. 31, 2006, or other tax year beginning		. 2006, (anding	, 20	OMB. No. 1545-0074
(Sec A		ame and initial	Last name			Your so	cial security number
instructions B		MAS A	PICKENS			1	
1.8	a arjum rei	turn, spouse's first name and initial	Last name			Spouse	's social security number
Use the IRS label. H	Home add	ress (number and street) if you have a P.O. box, see page	16		Apt no	 	V
Otherwise, F		7 QUEEN CHARLOTTE DR	,,,		Aya sas	1 🕰	You must enter your SSN(s) above.
please print R — or type. E		or post office, state, and ZIP code if you have a foreign add	dress, see page 16.		***************************************	 	king a box below will not
Presidential		VEGAS	NV	89145			ge your tax or refund.
Election Campai	импинистичную:	 Check here if you, or your spouse if filing joir 	THE RESIDENCE OF THE PARTY OF T	A COMMENT OF THE PARTY OF THE P	d (see page 16)	*	You Spouse
1	X Singl	<u> </u>	4		hold (with qualifying person)		
Filing 2	Marri	ed filing jointly (even if only one had income)		the qualitying p this child's nam	erson is a child but not your se here.	dependent	, enter
Status 3	Marne	I filing separately. Enter spouse's SSN above and full	▶				
		<u> </u>	5		vidow(er) with depend	ent child	
Exemptions	6a	Yourself. If someone can claim you as a	dependent, do l	not check bo	x 6a • • • • • • •	• • ¬	Boxes checked 1
Znomphono						Ī	No. of children
	<u>b</u>	Spouse	,	• • • • • •		Check if	on 6c who:
if more than four dependents see	C	Dependents:	(2) Depende social security no		(3) Dependent's relationship to (9)	ifying child child tax	fived with you did not live with
page 19.	(1) First na	me Last name	-		you cred	t (see po1	you due to divorce or separation
•			 				(see page 20)
•			 			H	Dependents on 6c
•			†			\dashv	. not entered above
•	ď	Total number of exemptions claimed				• • • •	Add numbers on Inces above 1
	7	Wages, salaries, tips, etc. Attach Form(s) W-	-2			T	
Income						7	
Attach Form(s)	8 a	Taxable interest. Attach Schedule B if require	ed • • • • •		· · · · · · · · · · · · ·	• 8a	
W-2 here. Also	ь	Tax-exempt interest. Do not include on line 8		8b			
attach Forms W-2G and	9a	Ordinary dividends. Attach Schedule B if req				• 9a	
1099-R if tax	10	Qualified dividends (see page 23) · · · ·			0.43	_	
was withheld.	10 11	Taxable refunds, credits, or offsets of state as Alimony received		taxes (see p	page 24) • • • • •	· 10	
If you did not	12	Business income or (loss). Attach Schedule				- 12	
get a W-2,	13	Capital gain or (loss). Attach Schedule D if re		auired, chec	khere ▶····	13	
see page 23.	14	Other gains or (losses). Attach Form 4797				- 14	
Enclose, but do	15 a	IRA distributions · · · · 15a		b Taxai	ole amount (see page 25) 15b	
not attach, any payment. Also,	16 a	Pensions and annuities • • 16a		b Taxa	ole amount (see page 26	3) 16b	
please use Form 1040-V.	17	Rental real estate, royalties, partnerships, S	corporations, tr	usts, etc. Att	ach Schedule E · ·	• 17	
, 5,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	18	Farm income or (loss). Attach Schedule F	• • • • • • •	• • • • • •	· · · · · · · · · · · ·	• 18	
	19	Unemployment compensation · · · · ·		1	· · · · · · · · · · · · · · · · · · ·	• 19	
	20 a 21	Social security benefits • • 20a		b laxal	ole amount (see page 2)	7) 20b	
	۷.	Other income.				- 21	
	22	Add the amounts in the far right column for li	nes 7 through 2	1. This is you	ur total income		
***************************************	23	······································					****
Adjusted	24	Certain business expenses of reservists, performing artist	ts, and				
Gross		fee-basis government officials. Attach Form 2106 or 2106		24			
Income	25	Health savings account deduction. Attach Fo	rm 8889 • •	25			
	26	Moving expenses. Attach Form 3903 · · ·		• • 26		1.000	
	27	One-half of self-employment tax. Attach Sche		27		_	
	28	Self-employed SEP, SIMPLE, and qualified p			***************************************	_	
	29 30	Self-employed health insurance deduction (s Penalty on early withdrawal of savings • •	, ,			-	
	31a	Alimony paid b Recipient's SSN >		30 31a		-	
	32	IRA deduction (see page 31)				-	
	33	Student loan interest deduction (see page 33				\dashv	
	34	Jury duty pay you gave to your employer .				7 1	
	35	Domestic production activities deduction. Atta		 	***************************************		
	36	Add lines 23 through 31a and 32 through 35				- 36	· · · · · · · · · · · · · · · · · · ·
	37	Subtract line 36 from line 22. This is your adj		orne	<u></u>	▶ 37	0
For Disclosure, F	Privacy A	Act, and Paperwork Reduction Act Notice, see	page 80.		EEA		Form 1040 (2006)

Form 1040 (200	6) TH (OMAS A PICKENS		Page 2
Tax and	39a	Amount from line 37 (adjusted gross income)	38	00
Credits	394	Check You were born before January 2, 1942. If: Spouse was born before January 2, 1942. Blind Total boxes Blind Physical Spouse was born before January 2, 1942.		
Standard	Ть			
Deduction	40	if your spouse itemizes on a separate return or you were a dual-status alien, see pg 34 & check here	ł	
for	T41	Itemized deductions (from Schedule A) or your standard deduction (see left margin) Subtract line 40 from line 38	40	5,150
 People who checked any 	42		41	0
box on line	42	If line 38 is over \$112,875, or you provided housing to a person displaced by Hurricane Katrina,		
39a or 39b or who can be	42	see page 36. Otherwise, multiply \$3,300 by the total number of exemptions claimed on line 6d.	42	3,300
claimed as a dependent.	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0
see page 34.	44	Tax (see page 36). Check if any tax is from: a Form(s) 8814 b Form 4972 · · ·	44	0
All others:	45	Alternative minimum tax (see page 39), Attach Form 6251	45	·
Single or	46	Add lines 44 and 45	46	······
Married filing separately,	47	Foreign lax credit. Atlach Form 1116 if required		
\$5.150	48	Credit for child and dependent care expenses. Attach Form 2441 48		
Married filing	49	Credit for the elderly or the disabled. Attach Schedule R • • • 49		
jointly or Qualifying	50	Education credits. Attach Form 8863 · · · · · · · · 50		
widow(er).	51	Retirement savings contributions credit. Attach Form 8880 • • • 51		
\$10,300	52	Residential energy credits. Attach Form 5695 • • • • • • 52		
Head of	53	Child tax credit (see page 42). Attach Form 8901 if required • • 53		
household, \$7,550	54	Credits from: a Form 8396 b Form 8839 c Form 8859 • • 54		
41,000	55	Other credits: a Form 3800 b Form 8801 c Form 55		
	56	Add lines 47 through 55. These are your total credits	56	
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0-	57	0
Other	58	Self-employment tax. Attach Schedule SE	58	
	59	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137 •	59	
Taxes	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required •	60	
	61	Advance earned income credit payments from Form(s) W-2, box 9	61	
	62	Household employment taxes. Attach Schedule H	62	
	63	Add lines 57 through 62. This is your total tax	63	0
Payments	64	Federal income tax withheld from Forms W-2 and 1099 · · · · 64		
	1_65	2006 estimated tax payments and amount applied from 2005 return 65		
If you have a gualifying	66a	Earned income credit (EIC)		NO
child, attach	b	Nontaxable combat pay election → ▶ 66b		
Schedule EIC.	67	Excess social security and tier 1 RRTA fax withheld (see page 60) 67		
	68	Additional child tax credit. Attach Form 8812 68		
	69	Amount paid with request for extension to file (see page 60) · · 69		
	70	Payments from: a Form 2439 b Form 4136 c Form 8885 70		
	71	Credit for federal telephone exose tax paid. Attach Form 8913 if required 71		
	72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments	72	0
n	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid • • • • • • •	73	***************************************
Refund Direct deposit?	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here • • •	74a	······································
See page 61	▶ b	Routing number	980(30)	**************************************
and fill in 745.	▶ d	Account number		
74c, and 74d, or Form 8888,	75	Amount of line 73 you want applied to your 2007 estimated tax • • • ▶ 75		
Amount	76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see page 62	76	
You Owe	77	Estimated tax penalty (see page 62)	1000	
	Do yo	ou want to allow another person to discuss this return with the IRS (see page 63)? Yes. Co	mplet	e the following. X No
Third Party		ieo's namo Shoos to		(**)
Designee	▶	Personal identifi umber (PIN)	cation	
Sign	Under	penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of	my know	<u></u>
Here	basef,	they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer	has an	/ knowledge
Joint return?		gnature Date Your occupation		Daytime phone number
See page 17.	A	PROJECT MANAGER		
Кеер а сору	Spous	e's signature. If a joint return, both must sign. Date Spouse's occupation		-
for your I records.	, ,			
. 555145.		Date	Pron	arer's SSN or PTIN
n · ·	Prepar signate	Greck of Check of	. 1	
Paid	2000000			
			-	P00391972
Paid Preparer's Use Only	Fim's	name (or ROBERT S. SEMONIAN, CPA EN	-	-4514704
Preparer's	Firm's yours	name (or ROBERT S. SEMONIAN, CPA EIN Sedi-employed). P.O. BOX 5605	95	

Alternative Minimum Tax - Individuals OMB No. 1545-0074 Form 6251 See separate instructions. 2006 Department of the Treasury Attachment Sequence No. Attach to Form 1040 or Form 1040NR. Internal Revenue Service Name(s) shown on Form 1040 or Form Your social security number THOMAS A PICKENS Alternative Minimum Taxable Income (See instructions for how to complete each line.) Part I If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 6), and go to line 2. Otherwise, enter the amount from Form 1040, line 38 (minus any amount on Form 8914, line 6), and go to line 7, (If less than zero, enter as a negative amount.) Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2 1/2% of Form 1040, line 38 2 3 Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions 4 Miscellaneous deductions from Schedule A (Form 1040), line 26 5 If Form 1040, line 38, is over \$150,500 (over \$75,250 if married filing separately), enter the amount from line 11 of the Itemized Deductions Worksheet on page A-7 of the instructions for Schedules A (Form 1040) Investment interest expense (difference between regular tax and AMT) 8 Depletion (difference between regular tax and AMT) 9 10 Net operating loss deduction from Form 1040, line 21. Enter as a positive amount * • • • • • 10 Interest from specified private activity bonds exempt from the regular tax 11 Qualified small business stock (7% of gain excluded under section 1202) 12 13 Exercise of incentive stock options (excess of AMT income over regular tax income) 13 14 Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A) 14 Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6) 15 16 16 17 Depreciation on assets placed in service after 1986 (difference between regular tax and AMT) •• 17 18 Passive activities (difference between AMT and regular tax income or loss) 18 Loss limitations (difference between AMT and regular tax income or loss) 19 20 Circulation costs (difference between regular tax and AMT) 20 21 Long-term contracts (difference between AMT and regular tax income) 21 22 Mining costs (difference between regular tax and AMT) 22 Research and experimental costs (difference between regular tax and AMT) 23 24 24 25 25 Other adjustments, including income-based related adjustments 26 27 27 Alternative minimum taxable income. Combines lines 1 through 27. (If married filing separately and line 28 is more than \$200,100, see page 7 of the instructions) 28 Part II Alternative Minimum Tax Exemption. (If this form is for a child under age 18, see page 7 of the instructions.) IF your filing status is . . . AND line 28 is not over . . . THEN enter on line 29 . . . Married filing jointly or qualifying widow(er) • • • 150,000 • • • • • • • • 62,550 42,500 Married filing separately 75,000 31,275 If line 28 is over the amount shown above for your filing status, see page 7 of the instructions Subtract line 29 from line 28. If more than zero or you are filing Form 2555 or 2555-EZ, go to line 31. If zero or less and you are not filing Form 2555 or 2555-EZ, enter -0- on lines 33 and 35 and skip the rest of Part II 30 0 If you are fring Form 2555 or 2555-EZ, see page 8 of the instructions for the amount to enter if you reported capital gain distributions directly on Form 1040, line 13, you reported qualified dividends
on Form 1040, line 9b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured
for the AMT, if necessary), complete Part III on the back and enter the amount from time 55 here. 31 All others: If line 30 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 30 by 26% (.28).
 Otherwise, multiply line 30 by 26% (.29) and subtract \$3,500 (\$1,750 if married filing separately) from the result. 32 Alternative minimum tax foreign tax credit (see page 8 of the instructions) 32 33 0 Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Schedule J to figure your tax, the amount for line 44 of Form 1040 must be refigured without using Schedule J (see page 9 of the instructions) Alternative minimum tax. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 35

For Paperwork Reduction Act Notice, see page 10 of the instructions.

Form 6251 (2006)

•				OMB No. 1545-0074					
•	▶ See separate instructions.								
Department of the Treasury									
Internal Revenue Service (99) Attach to Form 1040 or Fi				Altachment Sequence No. 54					
		rich you incurred expenses	1	Social security number					
THOMAS A PICKENS PROJE	CT	MANAGER		_					
Part I Employee Business Expenses and Reimbursements	s								
Step 1 Enter Your Expenses		Column A Other Than Meals and Entertainment		Column B Meals and Entertainment					
1 Vehicle expense from line 22 or line 29. (Rural mail carners: See instructions.) 2 Parking fees, tolls, and transportation, including train, bus, etc., that did not involve overnight travel or commuting to and from work 3 Travel expense while away from home overnight, including lodging, airplane, car rental, etc. Do not include meals and entertainment 4 Business expenses not included on lines 1 through 3. Do not include meals and entertainment 5 Meals and entertainment expenses (see instructions) 6 Total expenses. In Column A, add lines 1 through 4 and enter the result. In Column B, enter the amount from line 5 Note: If you were not reimbursed for any expenses in Step 1, skip line 7 and ent Step 2 Enter Reimbursements Received From Your Employer 17 Enter reimbursements received from your employer that were not reported to you in box 1 of Form W-2. Include any reimbursements reported under code "L" in box 12 of your Form W-2 (see instructions)		**************************************							
8 Subtract line 7 from line 6. If zero or less, enter -0 However, if line 7 is greater than line 6 in Column A, report the excess as income on Form 1040, line 7 (or on Form 1040NR, line 8) Note: If both columns of line 8 are zero, you cannot deduct employee business expenses. Stop here and attach Form 2106 to your return. 9 In Column A, enter the amount from line 8. In Column B, multiply line 8 by 50% (.50). (Employees subject to Department of Transportation (DOT) hours of service limits: Multiply meal expenses incurred while away from home on business by 75% (.75) instead of 50%. For details, see instructions.) 10 Add the amounts on line 9 of both columns and enter the total here. Also, enter the Schedule A (Form 1040NR), line 9.) (Reschedule A (Form 1040NR), line 9.) (Resch	servis	sts, qualified							
performing artists, fee-basis state or local government officials, and individuals w See the instructions for special rules on where to enter the total.)			▶ 10						

Forn	n 2106 (2006) THOMAS A PICK	ENS						Page 2
Pa	rt II Vehicle Expenses							
Sec	tion A - General Information	(You n	nust complete this section	if you	(a) Va	hicle 1	(5)	Vehicle 2
	claiming vehicle expenses.)				(a) ve	micre i	(11)	venicie z
11	Enter the date the vehicle was placed in	n serv	ice • • • • • • • • • • • • • • • • • • •	· 11	2001-01-	04		
12	Total miles the vehicle was driven durir	_				miles		miles
13	Business miles included on line 12 •					miles		miles
14	Percent of business use. Divide line 1:	3 by lir	ie 12 • • • • • • • • • • • • • • • • • •	• 14		%		%
15	Average daily roundtrip commuting dis			15		miles		miles
16	Commuting miles included on line 12			1		miles		miles
17	Other miles, Add lines 13 and 16 and s	ubtrac	t the total from line 12 .	- 17		miles		miles
18	Do you (or your spouse) have another		· ·	e? •	· · · · · · · ·	· · · · · · · · ·	• • • • • [Yes No
19	Was your vehicle available for persona					• • • • • • • •	[Yes No
20	Do you have evidence to support your				• • • • • • • •		[Yes No
21	If "Yes," is the evidence written?							Yes No
	tion B - Standard Mileage Rat							tion C.)
22	Multiply line 13 by 44.5 cents (.445) •	• • •						
	tion C - Actual Expenses	r	(a) Veh	icle 1			(b) Vehicle 2	:
23	Gasoline, oil, repairs, vehicle							
2.4	insurance, etc.	23						
	Vehicle rentals · · · · · · · · · · · · · · · · · · ·	24a						
	Inclusion amount (see instructions) •	24b				Acceptable Commencer Commencer	1000	
25	Subtract line 24b from line 24a · · ·	24c						····
23	Value of employer-provided							
	vehicle (applies only if 100% of							
	annual lease value was included	25						
26	on Form W-2 - see instructions) · · · Add lines 23, 24c, and 25 · · · · ·	26					ļ	
27	Multiply line 26 by the	26						
21	percentage on line 14 · · · · · ·	27						
28	Depreciation (see instructions) • • •	28	-		· · · · · · · · · · · · · · · · · · ·		 -	***************************************
29	Add lines 27 and 28. Enter total	<u> </u>	-				-	
	here and on line 1 · · · · · · · ·	29						
Sec	tion D - Depreciation of Vehic		(Use this section only if y	מעט מעט	ed the vehicle ar	nd are completing	Section C fo	or the vehicle)
900	tion b - bepreciation or venic	53	(a) Vehi		00 000 1000000		(b) Vehicle 2	
30	Enter cost or other basis (see		(5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5, 5				1.000	
	instructions)	30						
31	Enter section 179 deduction						Variable	
	(see instructions)	31						
32	Multiply line 30 by line 14 (see					······································		
	instructions if you claimed the							
	section 179 deduction or							
	special allowance)	32						
33	Enter depreciation method and							
	percentage (see instructions)	33						
34	Multiply line 32 by the percentage							
	on line 33 (see instructions)	34						
35	Add lines 31 and 34 • • • • • • • •	35						
36	Enter the applicable limit explained		į.					
	m the line 36 instructions	36					1888	
37	Multiply line 36 by the							
	percentage on line 14 • • • • • • •	37	L					
38	Enter the smaller of line 35							
	or line 37. If you skipped lines							
	36 and 37, enter the amount							
	from line 35. Also enter this		1					
	amount on line 28 above • • • • •	38						
EEA							۴	orm 2106 (2006)

Declaration	n Control	Number (.	DCN)		_ 1					
0 0 -	- 9 5	0 8	8 4 - 0 1 2	94 —	7	RS Use O	nly - Do not w	rite or staple in	this space	2.
- 0.	450		U.S. I	ndiyidual				n		OMB No. 1545-0074
Form 84	453					e Return December 31, 1				2006
Department of Internal Revo				t or trie ye	See instr		2006			2000
		3	t name and mitial		Last	name	Zatowia morali meziona.	acceptance and the second	Your so	cial security number
Use the	LA	THO	MAS A return, spouse's first name	and in the	PI Last	CKENS				
IRS label. Otherwise		n a jour	retorn, appused a training	ard radat	Ldst	Add First			Spouse	's social security number
please	Н	Homë a	ddress (number and street)	If you have a P.O. b	ax, see instruction	s		Apt. na.		Important!
print or type.	ERE		7 QUEEN CHA		R				AREA	You must enter
	Ε	1	on or post office, state, and VEGAS, NV							our SSN(s) above.
	i consum	LUAS	VEGAS, NV	89145			ZAMP WARE WASHINGTO	ATTAC AND A STATE OF THE STATE	Daytins	a phone number
Part I	Tax	Return	or Request for F	Refund Inform	mation (W	nole dollars onl	ly)			
			Form 1040, line 38; Fr							
			e 63; Form 1040A, lini reld (Form 1040, line (· · · · · ·		. 2	
			74a; Form 1040A, line							
			040, line 76; Form 10							
Part II			of Taxpayer (Si							
6a∐ to or	consent that r Form 8888,	my refund be if applicable	e directly deposited as design). If I have filed a joint return	inated in the refund s n, or request for refun	iection of my 2006 rd, this is an irrevo	federal income tax cable appointment	return (or Fo of the other s	m 1040EZ-T, xouse as an ac	request for gent to rec-	refund, aive the refund.
. ==				ot receiving a refund.						
c la	authorize the	U.S. Treasu	ry and its designated Finan	cial Agent to initiate a	in ACH electronic	unds withdrawal er	ntry to the fina	ncial institution	t	
un	nderstand th:	at this author	r preparation software for pr ization may apply to future t	ederal tax payments	that I direct to be	lebited through the	Electronic Fe	deral Tax	rther	
to	access EFT	PS. This aut	in order for me to initiate for horization is to remain in ful	I force and effect unti	if I notify the U.S.	reasury Financial A	Agent to termin	rate the author	nzation.	
(86	ettlement) d.	nte. I also au	st contact the U.S. Treasury thorize the financial institution	ons involved in the pr	acessing of the el	37 no later than a sectronic payment of	2 business da I taxes to rece	ys prior to the ive confidentia	payment il	
If I have filed	i a balance d	lue return. I s	nswer inquiries and resolve understand that if the IRS do	ses not receive full ar	nd timely payment	čí niv tax liability 1	will remain lial	ole for the tax		
hability and a	all applicable	interest and	penalties. If I have filed a jouest for refund will be rejent	int federal and state.	lax return, or requ	est for refund, and t	there is an err	or on my state	return,	
Under nenait	hes of neour	v i declara fr	nat I have examined a copy	of my electronic india	Jidual income tav	eturn or request fo	er rafi indicanci	accentation and an annual	• enhantular	z and
statements for	or the tax ye	ar ending De	cember 31, 2006, and to the n on the copy of my electro	e best of my knowled	fge and belief, it is	true, correct, and c	complete. I fur	her declare th	at the amo	unts
to send my re	eturn, or req	uest for refur	nd, to the IRS and to receive For any delay in processing	from the iRS	(a) an acknowle	igment of receipt or date of any refund.	r reason for re	jection of the l	transmissio	on, (b) an indication
Sign Here	Your s	ignature			Date	Spęuse's	s signature. If a	joint return, o	r request f	or refund, Date
Part III	<u></u>		of Electronic R	eturn Origin					struction	
i declare that	H have revie	wed the abo	ive laxnaver's return, or ren	sest for refund, and I	nat the entries on	Form 8453 are com	nniate and one	ract to the bac	Lof my kno	wedge
The taxpayer and have follow	r will have si	gned this for	nsible for reviewing the return before I submit the return	or request for refundabook for Authorized	I will give the ta	spayer a copy of all	forms and in	ormation to be	filed with	the iRS
penalties of p	perjury. I dec	lare that I ha	ve examined the above tax plete. This Paid Preparer de	payer's return and ac	companying sche	lules and statemen	its, and to the	best of my kno	owledge an	rreparer, onder d
		. u.	polici resarrand repaids de	romanorna based G	an interpretation of	with the charge and the	numeage			
CIO	RO's				Date	Check d	ļç	reck seil-	ERO'	s SSN of PTIN
	gnature 7					also paid preparer	X e	nployed X	<u> </u>	0391972
Use Fin	m's name (c	of	P.O. BOX	. SEMONI	AN, CPA					14704
	urs if self-en Idress, and 2		VENTURA,		5			Phone no 8 0 5		-5344
Under penalti	ies of perjun	, I declare th	at I have examined the abo prect, and complete. This d	ve taxpayer's return a	and accompanying	schedules and sta	itements, and			
orrosys #			on our sero contiguitie. 1995 G	Sometiment is nasca a	manenachidadi S	Date			1 ~	enenda PONI ne IPPA
		arer's ature	•			Usile	1 (teck self- nployed) Pre	parer's SSN or PTIN
Paid		<u>F_</u>				4		EIN	Ц	
Prepare	ers your	is name (or s if self-empl	layed),					Phone no		
Use Onl	· y	ess, and ZiF								
For Paper	work Red	luction Ac	t Notice, see instruct	ions.		EEA				Form 8453 (2006)

Department of the Treasury - Internal Revenue Service

Form **9325** (Rev. January 2007)

Acknowledgement and General Information for

Taxpayers Who File Returns Electronically Thank you for taking part in the IRS e-file Program. THOMAS A PICKENS (Taxpayer Name) 9517 QUEEN CHARLOTTE DR (Taxpayer Address optional) LAS VEGAS, NV Your federal income tax return/extension for 2006 was filed electronically with the Submission Processing Center of the IRS by the services of ROBERT S. SEMONIAN, CPA Your return was accepted by the IRS on and the Declaration Control Number (DCN) assigned to your return is 00950884012947 Your return was accepted using a PIN. (You entered a PIN or authorized the Electronic Return Originator to enter or generate a PIN for you). Your return was accepted electronically without a PIN. A Form 8453 signature document is required. Please contact your Electronic Return Originator if you have not already completed a Form 8453, U.S. Individual Income Tax Declaration for an IRS e-file Return. 3. Your return was 'conditionally' accepted by the IRS on . The Earned Income Credit or a Dependent's Exemption on your return may be reduced or disallowed due to a Child's Name and Social Security Number mismatch. Debt Indicator Code - Part or all of your refund may be offset to a debt owed to the Internal Revenue Service, the Office of Child Support Enforcement, or other government agency. Your electronic funds withdrawal payment was accepted. Your electronic funds withdrawal payment was NOT accepted. You must pay the balance due by the prescribed due date. Your Form 4868 extension was accepted by the IRS on and the Declaration Control Number (DCN) assigned to your extension is PLEASE DO NOT SEND A PAPER COPY OF YOUR RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN. If You Need to Make a Change to Your Return If you need to make a change or correct the return you filed electronically, you should send a Form 1040X, Amended U.S. Individual Income Tax Return, to the IRS submission processing center that processes paper returns for your area. The address is available at www.irs.gov. or you can call the IRS toll-free at 1-800-829-1040. If You Need to Ask About Your Refund The IRS will notify your Electronic Return Originator (ERO) when they accept your return, usually within 48 hours. If your return wasn't accepted, the IRS will notify your ERO of the reasons for rejection. If it has been more than three weeks since the IRS accepted your return and you have not received your refund, go to www.irs.gov and click on "Where's My Refund" then on "Go Get My Refund Status." Exception: If box 3 above is checked, please allow 4 to 6 weeks for processing of conditionally accepted returns. Also, you can call the IRS toll-free Tele-Tax return information number, 1-800-829-4477, to check the status of your refund. You will need to know the first social security number shown on your return, your filling status, and the exact amount of the refund you expect. Tele-Tax should give you the date for mailing or depositing your refund. You should receive your refund check within 30 days of the date given by Tele-Tax, or within one week of that date if you chose direct deposit. If you don't receive it by then, or if Tele-Tax does not give your refund information, call the IRS office at 1-800-829-1954. EEA

Form **9325** (Rev. 01-2007)

If You Owe Tax

If your e-filed return has a balance due, you must pay the amount you owe by the prescribed due date. If you paid by electronic funds withdrawal (direct debt) or by credit card while e-filing your return, no voucher is needed. To use your credit card to pay by phone or internet, you may call, toll free,1-800-2PAY-TAX. PM800-272-9829) or 1-888-PAY-1040 (1-888-729-1040), or visit www.officialpayments.com or www.PAY1040.com. You may use a VISA. d8kd, American Express (R)Card. Discover Card. (Rbr MasterCard. (Rbard. The service providers, based on VISA.) on the amount you are paying, will charge a convenience fee. The fees may vary between providers. You will be told the amount of the fee during the transaction and you will be given the option to either continue or end the transaction.

SN

If you are not paying electronically, you may use the payment voucher, Form 1040-V, you will receive in the mail or you can obtain a payment voucher from your electronic filer. If the IRS doesn't receive your payment by the prescribed due date, you will receive a notice that requests full payment of the tax due, plus penalties and interest. If you can't pay the amount in full, please complete Form 9465, Installment Agreement Request. You may electronically file Form 9465. To obtain a paper Form 9465, you may call 1-800-829-3676 or visit www.irs.gov. Mail the paper form to the address in the form's instructions.

If You Need to Inquire About Your Electronic Funds Withdrawal Payment

You can call 1-888-353-4537, toll-free, to inquire about the status of an electronic funds withdrawal payment. If there is a change to the bank account information included on your return, you should call this number to cancel a scheduled payment. You will need the social security number of the first person listed on the tax return, the payment amount and the bank account number. Cancellation requests must be received no later than 8:00 p.m. Eastern Time, two business days prior to the scheduled payment date.

Refund Anticipation Loans

A refund anticipation loan is a loan made to you based on the refund you expect to receive. This loan is a contract between you and a lender. The IRS is not involved in this contract, can't grant or deny the loan, and can't answer any questions about it. If you have any questions about a refund anticipation loan, contact your electronic filer or the lender.

Instructions to EROs

PINS (line 2a) - Check box 2a if the taxpayer entered a PIN or authorized the ERO to enter or generate the PIN for the taxpayer, and the Acknowledgement File PIN Presence Indicator is a "1" or "2". Form 8879 is required if the ERO enters or generates the PIN or if the Practitioner PIN method is used.

PINS (line 2b) - Check box 2b if the Acknowledgement File PIN Presence Indicator is NOT a "1" or "2." If box 2b is checked. Form 8453 must be completed and submitted to IRS by the ERO.

Exception Processing (line 3) - Check box 3 if the Acknowledgement File Acceptance Code equals "E."

Debt Indicator Code (line 4) - Check box 4 if the Acknowledgement File Debt Code equals "I", "F", or "B."

Electronic Funds Withdrawal (line 5) - Check box 5 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field equals "PYMNT RQST RECD."

Electronic Funds Withdrawal (line 6) - Check box 6 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field does NOT equal "PYMNT ROST RECD." If box 6 is checked, inform the taxpayer that he/she must pay by check, money order, or credit card.

Note: EROs can use the Acknowledgement File information, translated by the transmitter, to complete Form 9325.

EEA Form 9325 (Rev. 01-2007)

Form 1040	De U	partment of the Treasury - Internal Revenue Service .S. Individual Income Tax Ret	urn	2007	IRS Hop Only Do	net unts o	r staple in this space.
T		r Jan. 1-Dec. 31, 2007, or other tax year beginning		007, ending	, 20	-	MB. No. 1545-0074
	Your first n	ame and initial	Last name			Your soc	ial security number
instructions 8		MAS A	PICKENS				
1	if a joint ret	um, spouse's first name and initial	Last name			Spouse:	s social security number
Use the IRS							
Otherwise, E		ess (number and street). If you have a PO, box, see page	12.		Apt no.		ou must enter our SSN(s) above.
please pont R		7 QUEEN CHARLOTTE DR r post office, state, and ZIP code. If you have a foreign add	dress, see nage 12			-	
Presidential		VEGAS	NV	89145			ing a box below will not e your tax or refund.
Election Campai	كمأنهين البينيني	- Check here if you, or your spouse if filing join			(see page 12)	▶ ☐	You Spouse
1	X Single	3	4	Head of househo	old (with qualifying person).	(See page	13.) ((
Filing 2	Marrie	ed filing jointly (even if only one had income)	-	the qualifying per this child's name	son is a child but not your here	iependent.	enter
Status 3	Marnec	filing separately. Enter spouse's SSN above and full	>	,			
one box. nam	e here.	>	5		dow(er) with depende	ent child	
Exemptions	6a	X Yourself. If someone can claim you as a	dependent, do i	not check box	6a	••]	Boxes checked 1 on 6a and 6b
		□s				Γ	No. of children
	C	Spouse	,		1(4)	Check if	on 6c who:
if more than four dependents, see			(2) Depender social security ru	100	elationship to qualifor	lying child child tax	lived with you did not live with
page 15	(1) First nai	ne Last name	 		ygu cred	Lisee po15	you due to divorce or separation
•		**************************************	 			+	(see page 16)
			 			十	Dependents on Gc not entered above
•		·	<u> </u>		***************************************	$\overline{\Box}$	
	d	Total number of exemptions claimed					Add numbers on lines above ▶ 1
	7	Wages, salaries, tips, etc. Attach Form(s) W-	-2				
Income						7	181,295
Attach Form(s)	8a	Taxable interest. Attach Schedule B if require				• 8a	
W-2 here. Also		Tax-exempt interest. Do not include on line 8		• • 8b		1200	
attach Forms W-2G and	9a b	Ordinary dividends. Attach Schedule B if rec				• 9a	
1099-R if tax	10	Qualified dividends (see page 19) • • • • • • Taxable refunds, credits, or offsets of state a		I	20.20\	- 10	
was withheld.	11	Alimony received		ravas (sea he		. 11	
	12	Business income or (loss). Attach Schedule				- 12	
	13	Capital gain or (loss). Attach Schedule D if re		quired, check	here > · · · ·	13	
If you did not	14	Other gains or (losses). Attach Form 4797				- 14	
get a W-2.	15 a	IRA distributions • • • • 15a		b Taxabi	e amount (see page 21	15b	
see page 19.	16 a	Pensions and annuities • • 16a		b Taxabi	e amount _{(see page 22}		
Enclose, but do not attach, any	17	Rental real estate, royalties, partnerships, S		usts, etc. Atta	ch Schedule E · ·	- 17	
payment Also.	18	· minima or (rece), r moen e anosano,			• • • • • • • • • •	18	***************************************
please use	19 20 a	Unemployment compensation · · · · · · · Social security benefits · · 20a		h Toyobi	e amount (see page 24	19 20b	
Form 1040-V.	21	Other income.		U Taxabi	e amount (see page 24	200	
						21	
	22	Add the amounts in the far right column for li	ines 7 through 2	1. This is you	total income	22	181,295
	23	Educator expenses (see page 26) • • • •		· · 23		1000	
Adjusted	24	Certain business expenses of reservists, performing artis-	ts, and			7	
Gross		fee-basis government officials, Attach Form 2105 or 2106	FEZ •••	24		1 1	
Income	25	Health savings account deduction. Attach Fo				4	
	26	Moving expenses. Attach Form 3903 • • •		• • 26		4	
	27	One-half of self-employment tax. Attach Schi		27		-	
	28 29	Self-employed SEP, SIMPLE, and qualified p Self-employed health insurance deduction (s		 		- 1	
	30	Penalty on early withdrawal of savings • •	,			- 1	
	31a	Alimony paid b Recipient's SSN ▶		31a		-	
	32	IRA deduction (see page 27)				7	
	33	Student loan interest deduction (see page 30					
	34	Tuition and fees deduction. Attach Form 891	7 • • • • •	• • 34			
	35	Domestic production activities deduction. Atta					
	36	Add lines 23 through 31a and 32 through 35				• 36	
	37	Subtract line 36 from line 22. This is your adj		ome · · ·	· · · · · · · · · · · · · · · · · · ·	> 37	181,295
For Disclosure, i	rivacy A	ct, and Paperwork Reduction Act Notice, see	e page 83.		EEA		Form 1040 (2007)

Form 1040 (200	⁾⁷⁾ TH (DMAS A PICKENS		Page 2
Taurand	38	Amount from line 37 (adjusted gross income)	38	181,295
Tax and	39a	Check You were born before January 2, 1943. Blind. Total boxes		
Credits	_	if: Spouse was born before January 2, 1943. Blind. checked ▶39a		
Standard	Ь	of your spouse itemizes on a separate return or you were a dual-status alien, see pg 31 & check here		
Deduction for	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	59,764
• People who	41	Subtract line 40 from line 38 · · · · · · · · · · · · · · · · · ·	41	121,531
checked any box on line	42	if line 38 is \$117,300, or less, multiply \$3,400 by the total number of exemptions claimed on line		
39a or 39b or		6d if line 38 is over \$117,390, see the worksheet on page 33	42	2,947
who can be claimed as a	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	118,584
dependent, see page 31.	44	Tax (see page 33). Check if any fax is from a Form(s) 8814 b Form 4972 c Form(s) 8899 •	44	27,314
All others:	45	Alternative minimum tax (see page 36). Altach Form 6251	45	
Single or	46	Add lines 44 and 45	46	27,314
Married filing separately.	47	Credit for child and dependent care expenses. Attach Form 2441		
\$5,350	48	Credit for the elderly or the disabled. Attach Schedule R • • • 48		
Married filing	49	Education credits. Attach Form 8863 49		
jointly or	50	Residential energy credits. Attach Form 5695 50		
Qualifying widow(er),	51	Foreign tax credit, Attach Form 1116 if required • • • • • • 51		
\$10,700	52	Child tax credit (see page 39). Attach Form 8901 if required • • 52		
Head of	53	Retirement savings contributions credit. Attach Form 8880 · · · 53		
household. \$7,850	54	Credits from: a Form 8396 b Form 8859 c Form 8339 · • 54		
000,16	55	Other credits: a Farm 3800 b Form 8801 c Form 55		
	56	Add lines 47 through 55. These are your total credits	56	
	57	Subtract line 56 from line 46. If line 56 is more than line 46, enter -0- · · · · · · · ▶	57	27,314
041	58	Self-employment tax. Attach Schedule SE	58	
Other	59	Unreported social security and Medicare tax from: a Form 4137 b Form 8919 • • •	59	
Taxes	60	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required • •	60	
	61	Advance earned income credit payments from Form(s) W-2, box 9	61	
	62	Household employment taxes. Attach Schedule H	62	
	63	Add lines 57 through 62. This is your total tax	63	27,314
Payments	64	Federal income tax withheld from Forms W-2 and 1099 · · · · 64 34,117		
	L_65	2007 estimated tax payments and amount applied from 2006 return •••• 65		
If you have a qualifying	66a	Earned income credit (EIC)		
child, attach	b	Nontaxable combat pay election • • ▶ 66b		
Schedule EIC.	67	Excess social security and tier 1 RRTA lax withheld (see page 59) 67 2, 219		
	68	Additional child tax credit. Attach Form 8812 68		
	69	Amount paid with request for extension to file (see page 59) • • 69		
	70	Payments from: a Form 2439 b Form 4136 c Form 8885 70		
	71	Refundable credit for prior year minimum tax from Form 8801, line 27 ••• 71		
~~~~	72	Add lines 64, 65, 66a, and 67 through 71. These are your total payments	72	36,336
Refund	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid · · · · · · · · ·	73	9,022
Direct deposit?	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here • • •	74a	9,022
See page 59	b b	Routing number X X X X X X X X X X Dc Type: Checking Savings		
and fill in 74b, 74c, and 74d,	d	Account number XXXXXXXXXXXXXXXXXXXXXXX		
or Form 8888.	75	Amount of line 73 you want applied to your 2008 estimated tax · · · ▶ 75		
Amount	76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see page 60	76	
You Owe	77	Estimated tax penalty (see page 61)	14.00	
Third Party	Do yo	ou want to allow another person to discuss this return with the IRS (see page 61)? Yes. Co	mplet	e the following. X No
Designee		nee's name Phone no Personal identific	cation	
	<b>&gt;</b>	number (PiN)		
Sign		penalties of penury, I declare that I have examined this return and accompanying schedules and statements, and to the best of		
Here		they are frue, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer.	rnas an	
Joint return? See page 13.		gnature Date Your occupation		Daytime phone number
Keep a copy	005			4
for your	Spousi	e's signature. If a joint return, both must sign Date Spouse's occupation		
records.			T5-	
Paid	Prepar signatu		1 I	parer's SSN or PTIN
Preparer's		V ROBERT D DEHORITAN CER 103 TO 2010		P00391972
Use Only		name (or ROBERT S SEMONIAN CPA EN f self-employed).	95	-4514704
,		ce and 7IP code		05 650 5344
		VENTURA CA 93005 Phone	no. 🎖	05-659-5344 Form 1040 (2007)

SCHEDUL	ES.	A&B	5	chedu	le A - Item	nized Dedu	ıctions	<b>3</b>	F	OMB No. 1545-0074
(Form 1040	D)									2007
Department of the Treasury Internal Revenue Service Attach to Form 1040. See Instructions for Schedules A&B (Form 1040).						B (Form 1040)		Attachment Sequence No. 07		
Name(s) shown or			I	*******				().	Your so	Sequence No. 07
THOMAS	A ]	PICKE	NS							,
Medical		Caution.	. Do not include exper	ses reimb	ursed or paid b	y others.	Jane 1			
and	1		and dental expenses		A-1)	• • • • • • •	1		_	
Dental Expenses			nount from Form 1040		2					
			line 2 by 7.5% (.075)				3		46.5	
	4		l line 3 from line 1. If I		ore than line 1,	enter-0	· · · · ·	· · · · · · · · · ·	4	<del></del>
Taxes You Paid	3	( <del></del>	d local (check only or	ie boxj: 1			1 - 1			
raiu		===	come taxes, or eneral sales taxes				5	1,434	-	
(See	6		tate taxes (see page A	.5\			6	0 075		
page A-2.)			il property taxes ••				7	8,075		
			xes. List type and amo	sint 🌬			19/565		-	
	Ť	DMV	nas. Bot gpc and and			431	8	121		
	9		s 5 through 8 · · · ·			431	٠٠٠٠	431	- 9	0 040
Interest	10		ortgage interest and p			Form 1098 •	10	43,924	1	9,940
Interest You Paid	11						1000 V	43,324	$\dashv$	
STATEM	ENT	to the pe	ortgage interest not re erson from whom you l w that person's name.	ought the	home, see pag	ge A-6` ≥ss <b>&gt;&gt;</b>	833			
(See page A-5.)					, ind addin				570	
Note.		***************************************				**************************************				
Personal			***************************************				11			
interest is	12	Points no	ot reported to you on F	orm 1098	. See page A-6				7 1	
not deductible.		for speci	al rules • • • • •				12			
	13	Qualified	d mortgage insurance	premiums	(See page A-7	)	13		7	
	14	Investme	ent interest. Attach Fo	rm 4952 if	required. (See					
		page A-7	7.} ••••••		• • • • • •		14			
	15	Add line:	s 10 through 14 · ·						15	43,924
Gifts to	16	Gifts by	cash or check. If you	nade any	gift of \$250 or		100000			
Charity			, 0			• • • • • •	16	500		
if you made a	17		an by cash or check, li						200000	
gft and got a			e A-8. You <b>must</b> attac				17			
benefit for it. see page A-8	18		er from prior year · ·				18			
	19	Add lines	s 16 through 18 · ·	· · · · ·		• • • • • • • •			19	500
Casualty and Theft Losses	20	C			001.10				1	
	21		or theft loss(es). Atta ursed employee expe			3 A-9.) • • • •	Total State		20	
Job Expenses and Certain			education, etc. Attacl							
Miscellaneous			d. (See page A-9.)		JO 01 2100-L2		21	0 524		
Deductions			2106-EZ			9,524	<del>  </del>	9,524	-	
(See		LOKE	2100 62			3,324				
page A-9.)	22	Tax prep.	aration fees • • • •				22			
	23		penses - investment, s			t	900000	······································	1	
			amount >							
		•	<del>\( \)</del>				23			
					~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~				7	
	24	Add lines	21 through 23 · ·				24	9,524		
	25	Enter am	ount from Form 1040.	line 38	25 1	81,295		· · · · · · · · · · · · · · · · · · ·		
	26	Multiply li	ne 25 by 2% (.02) •				26	3,626		
	27	Subtract I	line 26 from line 24. Il	line 26 is	more than line	24, enter -0-			27	5,898
Other	28	Other - fr	rom list on page A-10.	List type a	and amount	>			1000000	
Miscellaneous										
Deductions									28	
Total	29	Is Form 1	1040, line 38, over \$15						5	SEE A_WKS
Itemized		No.	Your deduction is no			-		٦		****
Deductions			for lines 4 through 28					> · · · · ▶	29	59,764
			Your deduction may					J _		
C D	30		to itemize deductions even t			andard deduction, ch	eck here	<u> </u>		
ror raperwork	. rccd	uction Ac	t Notice, see Form 10	an instruc	IODS		CCA		Schod	ule A (Form 1040) 2007

Alternative Minimum Tax - Individuals OMB No. 1545-0974 Form 6251 > See separate instructions. 2007 Department of the Treasury Attach to Form 1040 or Form 1040NR. Internal Revenue Service (99)
Name(s) shown on Form 1040 or Form 1040NF Your social security number THOMAS A PICKENS Alternative Minimum Taxable Income (See instructions for how to complete each line.) Part I If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41, and go to line 2. Otherwise, enter the amount from Form 1040, line 38, and go to line 7. (If less than zero, enter as a negative amount.) 121,531 Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 2 3 9,940 Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions Miscellaneous deductions from Schedule A (Form 1040), line 27 5 5,898 If Form 1040, line 38, is over \$156,400 (over \$78,200 if marned filling separately), enter the amount from line 11 of the Itemized Deductions Worksheet on page A-10 of the instructions for Schedule A (Form 1040) 498) 7 Investment interest expense (difference between regular tax and AMT) 8 Depletion (difference between regular tax and AMT) 9 Net operating loss deduction from Form 1040, line 21. Enter as a positive amount 10 10 Interest from specified private activity bonds exempt from the regular tax 11 12 12 13 Exercise of incentive stock options (excess of AMT income over regular tax income) 13 14 Estates and trusts (amount from Schedule K-1 (Form 1041), box 12, code A) 14 15 Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6) 15 16 Disposition of property (difference between AMT and regular tax gain or loss) 16 Depreciation on assets placed in service after 1986 (difference between regular tax and AMT) 17 17 Passive activities (difference between AMT and regular tax income or loss) 18 19 Loss limitations (difference between AMT and regular tax income or loss) 19 20 Circulation costs (difference between regular tax and AMT) 20 21 Long-term contracts (difference between AMT and regular tax income) 21 22 Mining costs (difference between regular tax and AMT) 22 23 Research and experimental costs (difference between regular tax and AMT) 23 24 24 25 25 26 27 27 28 Alternative minimum taxable income. Combines lines 1 through 27. (If married filing separately and line 28 is more than \$207,500 see page 7 of the instructions,) 28 136,871 Part II Alternative Minimum Tax Exemption. (If this form is for a child under age 18, see page 7 of the instructions.) AND line 28 is not over . . . IF your filing status is . . . THEN enter on line 29 . . . Single or head of household S112,500 \$44,350 Married filing jointly or qualifying widow(er) • • • 150,000 • • • • • • • • 66,250 33.125 29 38,257 If line 28 is over the amount shown above for your filing status, see page 7 of the instructions. 30 Subtract line 29 from line 28, If more than zero, go to line 31, If zero or less, enter -0- here and on lines 33 and 35 30 98,614 If you are filing Form 2555 or 2555-EZ, see page 8 of the instructions for the amount to enter. If you reported capital gain distributions directly on Form 1040, line 13, you reported qualified dividends
on Form 1040, line 9b. or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured
for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 55 here. 31 25,640 All others: If line 30 is \$175,000 or less (\$87,500 or less if married (ling separately), multiply line 30 by 26% (26).
 Otherwise, multiply line 30 by 28% (28) and subtract \$3,500 (\$1,750 if married filing separately) from the result. Alternative minimum tax foreign tax credit (see page 8 of the instructions) Tentative minimum tax. Subtract line 32 from line 31 33 25,640 Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040 line 51). If you used Schedule J to figure your tax, the amount for line 44 of Form 1040 must be refigured without using Schedule J (see page 9 of the instructions) 34 27,314 Alternative minimum tax. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on 35

For Paperwork Reduction Act Notice, see page 10 of the instructions.

Form 6251 (2007)

2106-EZ OMB No. 1545-0074 Unreimbursed Employee Business Expenses 2007 Attachment Department of the Treasury Attach to Form 1040 or Form 1040NR. Sequence No. Internal Revenue Service Your name Occupation in which you incurred expenses Social security number THOMAS A PICKENS PROJECT MANAGER You May Use This Form Only if All of the Following Apply. you are an employee deducting ordinary and necessary expenses attributable to your job. An ordinary expense is one that is common and accepted in your field of trade, business, or profession. A necessary expense is one that is helpful and appropriate for your business. An expense does not have to be required to be considered necessary. You do not get reimbursed by your employer for any expenses (amounts your employer included in box 1 of your Form W-2 are not considered reimbursements for this purpose). • If you are claiming vehicle expense, you are using the standard mileage rate for 2007. Caution: You can use the standard mileage rate for 2007 only if: (a) you owned the vehicle and used the standard mileage rate for the first year you placed the vehicle in service, or (b) you leased the vehicle and used the standard mileage rate for the portion of the lease period after 1997. Part I Figure Your Expenses 1 Vehicle expense using the standard mileage rate. Complete Part II and multiply line 8a by 48.5 cents (.485) 1,661 2 Parking fees, tolls, and transportation, including train, bus, etc., that did not involve overnight travel or commuting to and from work 3 Travel expense while away from home overnight, including lodging, airplane, car rental, etc. 3 Business expenses not included on lines 1 through 3. Do not include meals and 6,258 5 Meals and entertainment expenses: \$ 3,210 x 50% (.50). (Employees subject to Department of Transportation (DOT) hours of service limits: Multiply meal expenses incurred while away from home on business by 75% (.75) instead of 50%. For details, see instructions.) 1,605 6 Total expenses. Add lines 1 through 5. Enter here and on Schedule A (Form 1040), line 21 (or on Shedule A (Form 1040NR, line 9)). (Armed Forces reservists, fee-basis state or local government officials, qualified performing artists, and individuals with disabilities: See the instructions for special rules on where to enter this amount.) 9,524 Part II Information on Your Vehicle. Complete this part only if you are claiming vehicle expense on line 1. When did you place your vehicle in service for business use? (year, month, day) 2001-01-04 8 Of the total number of miles you drove your vehicle during 2007, enter the number of miles you used your vehicle for: 3,425 b Commuting (see instructions) 1,000 c Other 13,799 10 Was your vehicle available for personal use during off-duty hours? No 11a Do you have evidence to support your deduction? No b If "Yes," is the evidence written?

For Paperwork Reduction Act Notice, see page 4.

0070	IDO - 61- Cimaton Autori (1	OMB No. 1545-0074				
Form 8879	IRS e-file Signature Authorization ▶ Do not send to the IRS. This is not a tax return.		OMB No. 1545-0074				
Department of the Treasury Internal Revenue Service	Department of the Treasury Internal Revenue Service Keep this form for your records. See instructions.						
Declaration Control Num	ber (DCN) 00-950884-010068						
Taxpayer's name	g 00 330004 010000	Social security number					
	S A PICKENS						
Spouse's name		Spouse's social security num	ber				
	urn Information - Tax Year Ending December 31, 2007 (Who						
	ne (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4) • • • • •		181,295				
	, line 63; Form 1040A, line 37; Form 1040EZ, line 10)	ļ	27,314				
	wthheld (Form 1040, line 64; Form 1040A, line 38; Form 1040EZ, line 7) • • • • line 74a; Form 1040A, line 44a; Form 1040EZ, line 11a; Form 1040-SS, Part I, I		34,117				
	rm 1040, line 76; Form 1040A, line 46; Form 1040EZ, line 12)	·	9,022				
	er Declaration and Signature Authorization (Be sure you get	·····	f your return)				
for the tax year ending Decemb in Part Labove are the amounts originator (ERO) to send my reti- (b) an indication of any refund o the U.S. Treasury and its degree indicated in the tax, preparation to debt the entry to this according to the text of the tax preparation to debt the entry to this accordinated in the tax, preparation and the text of the tax preparation and the tax properties of tax properties of the tax properties of tax properties of the tax properties of the tax properties of t	ated Francial Agent to initiate an ACH electronic funds with/drawat (direct deot) entry to the financial resilvance for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and 1. Further understand that this authorization may apply to future Federal tax, payments that I direct to be System (EFTPS), in order for me to initiate future payments, traquest that the IRS send me a personal territoriation is to remain in full force and effect until 1 notify the U.S. Treasury Financial Agent in terminal at the U.S. Treasury Financial Agent to terminal at the U.S. Treasury Financial Agent in terminal at the U.S. Treasury Financial Agent to terminal at the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the paymoulding involved in the processing of the electronic payment of taxes to receive confidential information test to the payment. I further actionized inchined and the personal identification number (PIN) below is my signle, my Electronic Funds Withdrawai Consent. **ERO Immorration** ERO Immorration** Tax SEMONIAN CPA to enter or generate my PIN Ocional description of the paymous payment o	re that the amounts or electronic return ion of the transmission, returnd if applicable, I authorize stution account neither differential institution account neither and institution debited through the lidentification number is the authorization. To rent (settlement) date, necessary to answer nature for my electronic. 0.578 xxi onler all zeros this box only if you					
Spouse's PIN: che							
***************************************		not enter all zeros					
as my signature on n	ny tax year 2007 electronically filed income tax return,						
	my signature on my tax year 2007 electronically filed income tax return. Check in PIN and your return is filed using the Practitioner PIN method. The ERO must						
Spause's signature		Date >					
	Practitioner PIN Method Returns Only - conti	nue below					
Part III Certific	ation and Authentication - Practitioner PIN Method Only						
ERO's EFIN/PIN. Enter yo	our six-digit EFIN followed by your five-digit self-selected PIN.	950884-98765 do not enter	······				
indicated above. I confirm	meric entry is my PIN, which is my signature for the tax year 2007 electronically that I am submitting this return in accordance with the requirements of the Pract IRS e-file Providers of Individual Income Tax Returns.	filed income tax return for	the taxpayer(s)				
ERO's signature ▶ ROBI	ERT S SEMONIAN CPA	Date ▶ <u>09-16-20</u>	. 8				
	ERO Must Retain This Form - See Instruction						
	Do Not Submit This Form to the IRS Unless Requested	1 10 Do So	***************************************				
For Privacy Act and Paper	erwork Reduction Act Notice, see instructions.	EEA	Form 8879 (2007)				

Department of the Treasury - Internal Revenue Service

Form **9325** (Rev. January 2007)

Acknowledgement and General Information for Taxpavers Who File Returns Electronically

Taxpayers Who File Returns Electronically Thank you for taking part in the IRS e-file Program. THOMAS A PICKENS (Taxpayer Name) 9517 QUEEN CHARLOTTE DR LAS VEGAS, NV 89145 Your federal income tax return/extension for 2007 was filed electronically with the Submission Processing Center of the IRS by the services of ROBERT S SEMONIAN CPA Your return was accepted by the IRS on 08-07-2008and the Declaration Control Number (DCN) assigned to your return is 00950884010068 Your return was accepted using a PIN. (You entered a PIN or authorized the Electronic Return Originator to enter or generate a PIN for you). Your return was accepted electronically without a PIN. A Form 8453 signature document is required. Please contact your Electronic Return Originator if you have not already completed a Form 8453, U.S. Individual Income Tax Declaration for an IRS e-file Return. Your return was 'conditionally' accepted by the IRS on . The Earned Income Credit or a Dependent's Exemption on your return may be reduced or disallowed due to a Child's Name and Social Security Number mismatch. 4. Debt Indicator Code - Part or all of your refund may be offset to a debt owed to the Internal Revenue Service, the Office of Child Support Enforcement, or other government agency. Your electronic funds withdrawal payment was accepted. Your electronic funds withdrawal payment was NOT accepted. You must pay the balance due by the prescribed due date. Your Form 4868 extension was accepted by the IRS on and the Declaration Control Number (DCN) assigned to your extension is PLEASE DO NOT SEND A PAPER COPY OF YOUR RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN. If You Need to Make a Change to Your Return If you need to make a change or correct the return you filed electronically, you should send a Form 1040X, Amended U.S. Individual Income Tax Return, to the IRS submission processing center that processes paper returns for your area. The address is available at www.irs.gov, or you can call the IRS toll-free at 1-800-829-1040. If You Need to Ask About Your Refund The IRS will notify your Electronic Return Originator (ERO) when they accept your return, usually within 48 hours. If your return wasn't accepted, the fRS will notify your ERO of the reasons for rejection. If it has been more than three weeks since the IRS accepted your return and you have not received your refund, go to www.irs.gov and click on "Where's My Refund" then on "Go Get My Refund Status." Exception: If box 3 above is checked, please allow 4 to 6 weeks for processing of conditionally accepted returns. Also, you can call the IRS toll-free Tele-Tax return information number, 1-800-829-4477, to check the status of your refund. You will need to know the first social security number shown on your return, your filing status, and the exact amount of the refund you expect. Tele-Tax should give you the date for mailing or depositing your refund. You should receive your refund check within 30 days of the date given by Tele-Tax, or within one week of that date if you chose direct deposit. If you don't receive it by then, or if Tele-Tax does not give your

EEA Form **9325** (Rev. 01-2007)

refund information, call the IRS office at 1-800-829-1954

If You Owe Tax

If your e-filed return has a balance due, you must pay the amount you owe by the prescribed due date. If you paid by electronic funds withdrawal (direct debit) or by credit card while e-filing your return, no voucher is needed. To use your credit card to pay by phone or Internet, you may call, toll free,1-800-2PAY-TAX [84800-272-9829] or 1-888-PAY-1040 (1-888-729-1040), or visit www.pay1040.com. You may use a VISA (8bt) American Express (R)Card, Discover Card (Rbr MasterCard (Fibard, The service providers, based on the amount you are paying, will charge a convenience fee. The fees may vary between providers. You will be told the amount of the fee during the transaction and you will be given the option to either continue or end the transaction.

SM

If you are not paying electronically, you may use the payment voucher, Form 1040-V, you will receive in the mail or you can obtain a payment voucher from your electronic filer. If the IRS doesn't receive your payment by the prescribed due date, you will receive a notice that requests full payment of the tax due, plus penalties and interest. If you can't pay the amount in full, please complete Form 9465, Installment Agreement Request. You may electronically file Form 9465. To obtain a paper Form 9465, you may call 1-800-829-3676 or visit www.irs.gov. Mail the paper form to the address in the form's instructions.

If You Need to Inquire About Your Electronic Funds Withdrawal Payment

You can call 1-888-353-4537, toll-free, to inquire about the status of an electronic funds withdrawal payment. If there is a change to the bank account information included on your return, you should call this number to cancel a scheduled payment. You will need the social security number of the first person listed on the tax return, the payment amount and the bank account number. Cancellation requests must be received no later than 8:00 p.m. Eastern Time, two business days prior to the scheduled payment date.

Refund Anticipation Loans

A refund anticipation loan is a loan made to you based on the refund you expect to receive. This loan is a contract between you and a lender. The IRS is not involved in this contract, can't grant or deny the loan, and can't answer any questions about it. If you have any questions about a refund anticipation loan, contact your electronic filer or the lander.

Instructions to EROs

PINS (line 2a) - Check box 2a if the taxpayer entered a PIN or authorized the ERO to enter or generate the PIN for the taxpayer, and the Acknowledgement File PIN Presence Indicator is a "1" or "2". Form 8879 is required if the ERO enters or generates the PIN or if the Practitioner PIN method is used.

PINS (line 2b) - Check box 2b if the Acknowledgement File PIN Presence Indicator is NOT a "1" or "2." If box 2b is checked, Form 8453 must be completed and submitted to IRS by the ERO.

Exception Processing (line 3) - Check box 3 if the Acknowledgement File Acceptance Code equals "E."

Debt Indicator Code (line 4) - Check box 4 if the Acknowledgement File Debt Code equals "I", "F", or "B."

Electronic Funds Withdrawal (line 5) - Check box 5 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field equals "PYMNT RQST RECD."

Electronic Funds Withdrawal (line 6) - Check box 6 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field does NOT equal "PYMNT ROST RECO." If box 6 is checked, inform the taxpayer that he/she must pay by check, money order, or credit card.

Note: EROs can use the Acknowledgement File information, translated by the transmitter, to complete Form 9325.

EEA Form 9325 (Rev. 01-2007)

STATMENTLD

a	Employee's social security nun	nber OMB No. 154	Safe, accura 5-0008 FAST! Use	te, IRS	***	Visit the IRS website at www.irs.gov/efile.
b Employer identification number (EIN) 88-0136443			1 Wages, tips, other comp	ensation 4,534	2 Federa	lincome tax withheld 2,591
© Employer's name, address, and ZIP code STATION CASINOS I				4,534		security tax withheld 901
2411 WEST SAHARA LAS VEGAS	AVE NV	89102		4,534		re tax withheld 211
d Control number	N V	89102	7 Social security tips 9 Advance EIC payment		- Mit/Gate	ed tips dent care benefits
					- перен	structions for box 12
e Employee's first name and instal THOMAS A PI	Last name CKENS	Suff	11 Nonqualified plans 13 Statutory Retmot. plan	Third-party sick pay	12b	35
10261 COPPARO RD LAS VEGAS	NV 8	9134	14 Other		12c Cop 12d Cop	
f Employee's address and ZiP code 15 State Employee's state iD no NVI	16 State wages, lips, etc. 14,534	17 State income tax	18 Local wages, lips, etc	19 Local in	come tax	20 Localty name
W-2 Wage and Tax				Department of	of the Treasury	Internal Revenue Service

Form W-2 Wage and Tax Statement
Copy B- To Be Filed With Employee's FEDERAL Tax Return.
This information is being furnished to the Internal Revenue Service.

2007

The information of the Form N-2 was used to prepare the taxpayer's 2007 Federal tax return by ROBERT S SEMONIAN 12A.

a Employee's social security number OMB	Safe, accurate, FAST! Use IRS e-file at www.irs.gov/efile.
b Employer identification number (EIN) 56-2371654	1 Wages, tips, other compensation 2 Federal income tax withheld 106
© Employer's name, address, and ZIP code DANK K MICHAELS MD A PC	3 Social security wages 4 Social security tax withheld 1,318
7373 PEAK DR NO 160	5 Medicare wages and tips 6 Medicare tax withheld 308
LAS VEGAS NV 89134	7 Social security tips 8 Allocated tips
d Control number	9 Advance EIC payment 10 Dependent care benefits
€ Employee's first name and initial Last name	Suff 11 Nonqualified plans 12a See instructions for box 12 g D 1 2,500
THOMAS A PICKENS	13 Statutory Retriet Third-party 22 Carps of the Carps of
9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145	14 Other 12c 5g 12d 5g
f Employee's and ZIP code 15 State Employee's state ID no	tax 18 Local wages, tips, etc. 19 Local income tax 20 Locality name

Form W-2 Wage and Tax Statement Copy B - To Be Flad With Employee's FEDERAL Tax Return This information is being turnshed to the Infamal Revenue Service.

2007

EEA

Department of the Treasury-Internal Revenue Service

a Employee's social security number		Safe, accura	ıto.		Visit the IRS website
I accompany and a second	OMB No. 1545-0008	FAST! Use	IRS (e-file	at www.irs.gov/efile.
b Employer identification number (E(N)	1 _{Wa}	iges, tips, other comp	pensation	2 Fede	ral income tax withheld
20-4974415	<u> </u>	15	8.011		31.420
C Employer's name, address, and ZIP code	3 Soc	cal security wages		4 Socia	i security tax withheld
STATIONS CONSTRUCTION LLC		9	7,500		6,045
	5 Me	dicare wages and tip	riS	6 Medic	tare tax withheld
1505 S PAVILLION CENTER DR		15	8,011		2,291
LAS VEGAS NV 89135	7 Soc	cial security tips		8 Asoca	nted tips
d Control number	9 Adi	vance EIC payment		10 Depe	ndent care benefits
Employee's first name and initial Last name	Suff 11 Nor	nqualified plans	2011 OF 4 10 10 10 10 10 10 10 10 10 10 10 10 10		nstructions for box 12
				8 c l	227
THOMAS A PICKENS	13 State	lutory Retmint. nloyee plan	Third-party sick pay	12b C	
9517 QUEEN CHARLOTTE DR	14 Oth	er		12c	
LAS VEGAS NV 89145				ğ	
				12d	
	1			CO I	
f Employee's address and ZIP code					
15 State Employer's state ID no. 16 State wages, tips, etc. 17 State in	come lax 18 Loc	al wages, tips, etc	19 Local in	come tax	20 Locality name
NV _I 24816800 158,011				***************************************	
We and Table		**			

From W-2 Wage and Tax Statement
Copy B- To Be Filed With Employee's FEDERAL Tax Return
This information is being furnished to the Internal Revenue Service

2007

Department of the Treasury-Internal Revenue Service

The information on the Form M-2 was used to prepare the tampayer's 2007 Federal tax return by POBERT'S SEMONTAR (PA.

	a Employee's social security nur	nber OM8 No. 1545	Safe, accura 000a FAST! Use	^{te,} RS e-fi	Visit the IRS website le at www.irs.gov/efile.
b Employer identification number (EIN)			1 Wages, tips, other comp	ensation 2	Federal income tax withheld
C Employer's name, address, and ZIP of	code		3 Social security wages	4	Social security tax withheld
			5 Medicare wages and lip	5 6	Medicare tax withheld
			7 Social security lips	8	Allocated tips
d Control number			9 Advance EIC payment	10	Dependent care benefits
e Employee's first name and initial	Läst name	Suff	11 Nonqualified plans	Closes	See instructions for box 12
			13 Statutory Retmnt plan	sick play	
			14 Other	12 Coot	
				12 Ccase	
f Employee's address and ZiP code 15 State Employer's state iD no.	16 State wages, tips, etc.	17 State income tax	18 Local wages, tips, etc.	19 Local income	e tax 20 Locality name

Form W-2 Wage and Tax Statement Copy B - To Be Face Will Enricope's FEDERAL Tax Return This information is being furnished to the Internal Revenue Service.

2007

Department of the Treasury-Internal Revenue Service

EEA

Form 1040		padment of the Treasury - Internal Revenue Service I.S. Individual Income Tax R	eturn	2008	(99) iRS Use	Only-Do not write	or staple in this space.
		ar Jan. 1-Dec. 31, 2008, or other tax year beginning		008, ending	. 20		OMB No. 1545-0074
(See A		rame and initial	Last name			Your s	ocial security number
instructions B		MAS A	PICKENS				
1 1	n a joint rei	turn, spouse's first name and initial	Last name			Spous	e's social security number
Use the iRS label.	Home artri	ress (number and street). If you have a P.O. box, see page	**		Apt.		
Otherwise, E			ş.ce.		Apt.	1 🛦	You must enter your SSN(s) above.
14 8		7 QUEEN CHARLOTTE DR or post office, state, and ZIP code. If you have a foreign add.	fress, see name 14				THE RESERVE AND THE PROPERTY OF THE PROPERTY O
Presidential		VEGAS	NV	89145			king a box below will not ge your tax or refund.
Election Campai	- maranania		Martine N. Stationer over the second	CONTRACTOR WATERWAY			You Spouse
1	X Single		4	~~~~~	ehold (with qualifying	person). (See pag	
Filing 2	Marri	ed filing jointly (even if only one had income)	-	the qualifying this child's nar	person is a child but n	ot your dependen	it, enter
Status 3	Marnec	I filing separately. Enter spouse's SSN above	▶				
one bax	and full	name here.	5	Qualifying	widow(er) with de	pendent child	l (see page 16)
Exemptions	6a	X Yourself. If someone can claim you as a c	dependent, do i	not check be	ox 6a ••••	• • • • •	Boxes checked 1
Exemptions							No. of children
	ь	Spouse · · · · · · · · · · · · · · · · · · ·		• • • • • •			on 6c who:
If more than four dependents, see	С	Dependents:	(2) Depende		(3) Dependent's relationship to	(4) Check if qualifying child	lived with you
page 17.	(1) First na	me Last name	social security no	TELLEMEN	YOU	for child tax credit (see not	did not live with you due to divorce
-							or separation (see page 18)
-			 				Dependents on 6c
-			-			╅	not entered above
•	d	Total number of exemptions claimed • • •	<u> </u>				- Add numbers on lines above > 1
	7	Wages, salaries, tips, etc. Attach Form(s) W-					sites acove 1
Income		The section of the se				7	125,169
	8 a	Taxable interest. Attach Schedule B if require	ed • • • • •			8a	123,103
Attach Form(s) W-2 here. Also	ь	Tax-exempt interest. Do not include on line 8		8b		1000	
attach Forms	9 a	Ordinary dividends. Attach Schedule B if req	urred			• • • • 9a	
W-2G and	ь	Qualified dividends (see page 21) • • • • •		· · 9b			
1099-R if tax was withheld.	10	Taxable refunds, credits, or offsets of state as	nd local income	e taxes (see	page 22) • • •	• • • • 10	
	11	Alimony received • • • • • • • • • • • • • • • • • • •	• • • • • • •			11	
	12	Business income or (loss). Attach Schedule			• • • • • • • •	12	
	13	Capital gain or (loss). Attach Schedule D if re		-	ck nere 🕨	13	
If you did not get a W-2.	14	` ' ' '	• • • • • •	3		14	
see page 21.	15a	IRA distributions · · · · 15a			ible amount (see)		
Enclose, but do	16 a 17	Pensions and annuities • • 16a	normonations to		ible amount (see)		
not attach, any	18	Rental real estate, royalties, partnerships, S of Farm income or (loss). Attach Schedule F	corporations, to	USIS, BIU. MI		17	
payment. Also.	19	Unemployment compensation				19	
please use Form 1040-V.	20 a	Social security benefits - · 20a		h Taxa	ble amount (see)	}	
1 0/11/ 1040-4.	21	Other income.			iolo di liodi i (see)	age 20) 200	
		***************************************	***************************************			21	
	22	Add the amounts in the far right column for lin	nes 7 through 2	1. This is yo	our total income	▶ 22	125,169
	23	Educator expenses (see page 28) • • • • •		• • 23			
Adjusted	24	Certain business expenses of reservists, performing artists	s, and				
Gross		fee-basis government officials. Attach Form 2108 or 2106	-EZ •••	• • 24			
Income	25	Health savings account deduction. Attach For	m 8889 • •	- 25			
	26	Moving expenses. Attach Form 3903 · · ·		· · 26			
	27	One-half of self-employment tax. Attach Sche		• • 27			
	28	Self-employed SEP, SIMPLE, and qualified p					
	29	Self-employed health insurance deduction (se					
	30	Penalty on early withdrawal of savings ••				——	
	31a 32	Alimony paid b Recipient's SSN		31a		——	
	33	IRA deduction (see page 30)					
	33 34	Student loan interest deduction (see page 33 Tuition and fees deduction. Attach Form 8917					
	35	Domestic production activities deduction. Atta					
	36	Add lines 23 through 31a and 32 through 35		<u> </u>		36	
	37	Subtract line 36 from line 22. This is your adju				<u> </u>	125,169
For Disclosure, F	rivacy A	Act, and Paperwork Reduction Act Notice, see			EEA		Form 1040 (2008)

Form 1040 (200	08) TH	OMAS A PICKENS		Page 2
Tax	38	Amount from line 37 (adjusted gross income)	38	125,169
and	39a	Check You were born before January 2, 1944, Blind. Total boxes		123/103
Credits		Spouse was born before January 2, 1944, Blind, checked 39a		
	ь	If your spouse itemizes on a separate return or you were a dual-status alien, see pg 34 and check here.		
Standard	7 6	Check if standard deduction includes real estate taxes or disaster loss (see page 34) > 39c		
Deduction for	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	8,949
People who	41	Subtract line 40 from line 38 · · · · · · · · · · · · · · · · · ·	41	116,220
checked any	42	If line 38 is over \$119,975, or you provided housing to a Midwestern displaced individual, see	753.5	
box on line 39a, 39b, or	İ	page 36. Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 6d • • •	42	3,500
39c or who	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	112,720
claimed as a dependent.	44	Tax (see page 36) Check if any tax is from a Form(s) 8814 b Form 4972	44	25,540
see page 34.	45	Alternative minimum tax (see page 39). Attach Form 6251	45	
All others:	46	Add lines 44 and 45 · · · · · · · · · · · · · · · · · ·	46	25,540
Single or	47	Foreign tax credit. Attach Form 1116 if required • • • • • • • 47		
Married filing separately.	48	Credit for child and dependent care expenses. Attach Form 2441 48		
\$5,450	49	Credit for the elderly or the disabled. Attach Schedule R · · · 49		
Married filing	50	Education credits, Attach Form 8863 · · · · · · 50		
jointly or Qualifying	51	Retirement savings contributions credit. Attach Form 8880 · · · 51		
widow(er),	52	Child tax credit (see page 42). Attach Form 8901 if required • • 52		
\$10,900	53	Credits from Form: a 8396 b 8839 c 5695 53		
Head of household,	54	Other credits from Form a 3800 b 8801 c 54		
\$8,000	55	Add lines 47 through 54. These are your total credits	55	
	J 56	Subtract line 55 from line 46. If line 55 is more than line 46, enter -0- · · · · · · · ▶	56	25,540
Other	57	Self-employment tax. Attach Schedule SE	57	······
Taxes	58	Unreported social security and Medicare tax from Form: a 4137 b 8919 · · · ·	58	
	59	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required • •	59	
	60	Additional taxes: a AEIC payments b Household employment taxes. Attach Sch. H	60	
	61 62	Add lines 56 through 60. This is your total tax	61	25,540
Payments	92 7 63	Federal income tax withheld from Forms W-2 and 1099 · · · · 62 23,702		
If you have a	64a	2008 estimated tax payments and amount applied from 2007 return 63 Earned income credit (EIC) 64a		
qualifying child, attach	Г b			
Schedule EIC.	65	<u> </u>		
L		Excess social security and fier 1 RRTA tax withheld (see page 61) 65 1,265 Additional child tax credit. Attach Form 8812 66		
	67	Amount paid with request for extension to file (see page 61) • • 67		
	68	Credits from Form: a 2439 b 4136 c 8601 d 8885 68		
	69	First-time homebuyer credit. Attach Form 5405 · · · · · · 69		
	70	Recovery rebate credit (see worksheet on pages 62 and 63) · 70 0		
	71	Add lines 62 through 70. These are your total payments	71	24,967
	72	If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you overpaid	72	
Refund Direct deposit?	73a	Amount of line 72 you want refunded to you. If Form 8888 is attached, check here • • ▶ ☐	73a	***************************************
See page 63	⊳ b	Routing number		
and fill in 73b, 73c, and 73d,	▶ d	Account number		
or Form 8888	74	Amount of line 72 you want applied to your 2009 estimated tax · · · ▶ 74		
Amount	75	Amount you owe. Subtract line 71 from line 61. For details on how to pay, see page 65	75	573
You Owe	76	Estimated tax penalty (see page 65) · · · · · · · · · · 76	14:00 to 10:00 to 10:	
Third Party	Do yo	ou want to allow another person to discuss this return with the IRS (see page 66)? Yes. Co	mplete	the following.
Designee	Design		cation	, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,,
	name	TAKEN SECTION		
Sign		penalties of penury, I declare that I have examined this return and accompanying schedules and statements, and to the best of		
Here		they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer	nas arty	
Joint return? See page 15.		gnature Date Your occupation		Daytime phone number
Кеер а сору	005	578 09-21-2009 PROJECT MANAGER of signature. If a joint return. both must sign. Date Spouse's occupation		1
for your records.	SECURE	e's signature, it a josia return. Lour must sign. Daise Spouse's occupation		Assumed the second control of the second con
records.		Date	Penn	arer's SSN or PTIN
Paid	Prepar signali	Check il		
Preparer's		PODDE C CHANTAN CDA		900391972 -4514704
Use Only		name (or ROBERT S SEMONIAN CPA EIN PO BOX 5605	9,5.	7314104
		is and 7IP code	R1	05-659-5344
EEA		- CA JOUG Prose	U	Form 1040 (2008)

SCHEDULES A&B Schedule A - Itemized Deductions				ons	J-	OMB No. 1545-0074				
(Form 1040)						l	2008			
Department of the Treasury Internal Revenue Service (99) Attach to Form 1040. See Instructions for Schedules A&B (Form 1040).						l	Attachment Sequence No. 07			
Name(s) shown or			<u> </u>						Yours	ocial security number
THOMAS	A I	PICKE	NS							
Medical		Caution	. Do not include exp	enses reimbu	irsed or paid by o	thers.	\$3.35			
and	1	Medical	and dental expens	es (see page /	A-1)		1			
Dental Expenses			nount from Form 10		2				13.0	
Expenses			line 2 by 7.5% (.07:				3	***************************************		
			l line 3 from line 1.	***************************************	re than line 1, ent	er-0- ••		· · · · · · · · ·	4	
Taxes You	5	State an	id local (check only	one box):						
Paid			Income taxes, or	}	• • • • • • • •		5	1,198	_	
(See		الشتا	General sales taxe							
page A-2.)			tate taxes (see pag	A-5) • • •			6			
	7		il property taxes				7			
	8		xes. List type and a	mount 🛌					13.1	
		DMV	····			392	8	392	_	
	9		s 5 through 8 · ·			***************************************			9	1,590
Interest	10		ortgage interest an				10		_	
You Paid	11	nome m to the pe	iortgage interest no erson from whom yo	l reported to y u bought the	ou on Form 1098 home, see page i	. II paid 4-6				
(See STATEN	ENI	Tand shor	erson from whom yow w that person's nan	e, identifying	no., and address	▶	2.5			
page A-5.)					····					
Note.							(4)(4)			
Personal		-					11			
interest is not	12		ot reported to you o							
deductible.	40	for speci				• • • • •	12		_	
	13		d mortgage insuran				13		_	
	14		ent interest. Attach		,		1			
	4.5		5.)				14			
	15		s 10 through 14		···		· · · ·		15	
Gifts to	16		cash or check. If yo				10	210		
Charity	17						16	310	_	
If you made a	.,		an by cash or check				47			
gift and got a benefit for it,	18		e A-8. You must at				17			
see page A-7	19		er from prior year s 16 through 18				18		19	210
Casualty and	-13	Add sites	s to unough to						19	310
Theft Losses	20	Casualty	or theft loss(es). A	ttach Form 46	884. (See page A	-8.)			20	
Joh Evenness	21		ursed employee ex				14.44.1		1.0	
Job Expenses and Certain			n, etc. Attach Form	-		-				
Miscellaneous		A-9.)			,					
Deductions		FORM	2106-EZ	************************	C	552				
(See					·····		21	9,552		
page A-9.)	22	Tax prep	aration fees · · ·				22		7 1	
	23		penses - investmer			pe and		*************************************		
		amount	▶							
									10.3	
							23			
	24	Add lines	21 through 23 •				24	9,552		
	25	Enter am	ount from Form 10	10, line 38	25 125	,169				
	26	Multiply I	ne 25 by 2% (.02)				26	2,503	94.00	
***************************************	27		line 26 from line 24			, enter -0-			27	7,049
Other	28	Other - fr	rom list on page A-	List type a	nd amount 🕨					
Miscellaneous									148	
Deductions									28	
Total	29		1040, line 38, over	3159,950 (ove	r \$79,975 if marri	ied filing sepa	arately)?			
Itemized		X No.	Your deduction is					٦		
Deductions			for lines 4 through					▶ · · · · · •	≥ 29	8,949
			Your deduction m							
For Dansens to	30 Pad		ta itemize deductions ev			ard deduction, ch	eck here	• • ▶ │	П	

DMB No. 1545-0074 Form 6251 Alternative Minimum Tax - Individuals 2008 See separate instructions. Department of the Treasury Attach to Form 1040 or Form 1040NR. Internal Revenue Service Your social security number <u>THOMAS A PICKENS</u> Alternative Minimum Taxable Income (See instructions for how to complete each line.) Part I If filing Schedule A (Form 1040), enter the amount from Form 1040, line 41 (minus any amount on Form 8914, line 2), and go to line 2. Otherwise, enter the amount from Form 1040, line 38 (minus any amount on Form 8914, line 2), and go to line 7. (If less than zero, enter as a negative amount.) 116,220 2 Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 3 1,590 Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions 4 Miscellaneous deductions from Schedule A (Form 1040), line 27 5 7,049 If Form 1040, line 38, is over \$159,950 (over \$79,975 if married filing separately), enter the amount from line 11 of the Itemized Deductions Worksheet on page A-10 of the instructions for Schedule A (Form 1040) 6 If claiming the standard deduction, enter any amount from Form 4684, line 18a, as a negative amount 7 8 Investment interest expense (difference between regular tax and AMT) q 10 Depletion (difference between regular tax and AMT) 10 Net operating loss deduction from Form 1040, line 21. Enter as a positive amount 11 12 Interest from specified private activity bonds exempt from the regular tax 12 13 Qualified small business stock (7% of gain excluded under section 1202) 13 Exercise of incentive stock options (excess of AMT income over regular tax income) 14 15 Estates and trusts (amount from Schedule K-1 (Form 1041) box 12 code A) 15 16 Electing large partnerships (amount from Schedule K-1 (Form 1065-B), box 6) 16 17 Depreciation on assets placed in service after 1986 (difference between regular tax and AMT) 18 Passive activities (difference between AMT and regular tax income or loss) 19 19 20 Loss limitations (difference between AMT and regular tax income or toss) 20 21 Long-term contracts (difference between AMT and regular tax income) 22 23 23 24 Research and experimental costs (difference between regular tax and AMT) 24 25 26 26 27 28 28 Alternative minimum taxable income. Combines lines 1 through 28. (If married filing separately and line 29 124,859 Part II Alternative Minimum Tax (AMT) Exemption. (If you were under age 24 at the end of 2008, see page 8 of the instructions.) IF your filing status is . . . AND line 29 is not over . . . THEN enter on line 30 . . Single or head of household S112,500 \$46,200 Married filing jointly or qualifying widow(er) . . . 150,000 69.950 30 43,110 34.975 If line 29 is over the amount shown above for your filing status, see page 8 of the instructions. Subtract line 30 from line 29. If more than zero, go to line 32. If zero or less, enter -0- here and on lines 34 31 81,749 • If you are filing Form 2555 or 2555-EZ, see page 9 of the instructions for the amount to enter If you reported capital gain distributions directly on Form 1040, line 13, you reported qualified dividends on Form 1040, line 8b; or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as refigured for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 55 here. 32 21,255 All others: If kine 31 is \$175,000 or less (\$87,500 or less if married filing separately), multiply kine 31 by 26% (.28) and subtract \$3.500 (\$1,750 if married filing separately) from the result. 33 Alternative minimum tax foreign tax credit (see page 9 of the instructions) • • • • • • • • Tentative minimum tax. Subtract line 33 from line 32 34 21,255 Tax from Form 1040, line 44 (minus any tax from Form 4972 and any foreign tax credit from Form 1040, line 47). If you used Schedule J to figure your tax, the amount from line 44 of Form 1040 must be refigured without using Schedule J (see page 11 of the instructions) 35 25,540 AMT. Subtract line 35 from line 34. If zero or less, enter -0-. Enter here and on 36

For Paperwork Reduction Act Notice, see page 12 of the instructions.

Form 6251 (2008)

2106-EZ

Unreimbursed Employee Business Expenses

OMB No. 1545-0074 2008 Attachment

Department of the Treasury Internal Revenue Service

Attach to Form 1040 or Form 1040NR.

Sequence No. 129A

Your name	Occupation in which you incurred expenses	Social security number
THOMAS A PICKENS	PROJECT MANAGER	

You May Use	This Form	Only if All	of the	Following	Annly

- You are an employee deducting ordinary and necessary expenses attributable to your job. An ordinary expense is one that is common and accepted in your field of trade, business, or profession. A necessary expense is one that is helpful and appropriate for your business. An expense does not have to be required to be considered necessary.
- You do not get reimbursed by your employer for any expenses (amounts your employer included in box 1 of your Form W-2 are not considered reimbursements for this purpose).
- If you are claiming vehicle expense, you are using the standard mileage rate for 2008. Caution: You can use the standard mileage rate for 2008 only if: (a) you owned the vehicle and used the standard mileage rate for the first year you placed the vehicle in service, or (b) you leased the vehicle and used the standard mileage rate for the portion of the lease period after 1997

Pa	rt I Figure Your Expenses				
1	Vehicle expense using the standard mileage rate. Complete Part II and then go to line 1a below.				
а	Multiply business miles driven before July 1, 2008, by 50.5 cents (505) · · · la 2, 182				
b	Multiply business miles driven after June 30, 2008, by 58.5 cents (585) · · · 1b 2, 141				
c	Add lines 1a and 1b · · · · · · · · · · · · · · · · · ·	1c		4,	323
2	Parking fees, tolls, and transportation, including train, bus, etc., that did not involve overnight travel or commuting to and from work	2			
3	Travel expense while away from home overnight, including lodging, airplane, car rental, etc. Do not include meals and entertainment	3		3,	161
4	Business expenses not included on lines 1c through 3. Do not include meals and entertainment • • • • • • • • • • • • • • • • • • •	4			***************************************
5	Meals and entertainment expenses: \$ 4,135 x 50% (.50). (Employees subject to Department of Transportation (DOT) hours of service limits: Multiply meal expenses incurred while away from home on business by 80% (.80) instead of 50%. For details, see instructions.}	5	***************************************	2,	068
6	Total expenses. Add lines 1c through 5. Enter here and on Schedule A (Form 1040), line 21 (or on Schedule A (Form 1040NR, line 9)). (Armed Forces reservists, fee-basis state or local government officials, qualified performing artists, and individuals with disabilities: See				
	the instructions for special rules on where to enter this amount.)	6		9,	552
Pa	rt II Information on Your Vehicle. Complete this part only if you are claiming vehicle expension	se on line	1.		
7	When did you place your vehicle in service for business use? (year, month, day) 2001-0	1-04	W/24-14		
8	Of the total number of miles you drove your vehicle during 2008, enter the number of miles you used your vehi	cle for:			
	a Business 7,980 b Commuting (see instructions) 510 c Other	7,7	31		
9	Was your vehicle available for personal use during off-duty hours?			X Yes	No
10	Do you (or your spouse) have another vehicle available for personal use?	· · · · ·		X Yes	[] No
11a	Do you have evidence to support your deduction?			X Yes	No
	If "Yes," is the evidence written?			X Yes	No
For	Paperwork Reduction Act Notice, see page 4.		Form	2106-EZ	(2008)

	Payment Voucher Filing Instructions	2008
Date to file by:	04-15-2009	
Payment:	\$573	
Address to file:	Internal Revenue Service PO Box 7704 San Francisco, CA 94120-7704	
Other Instructions:	If paper-filing your 2008 return, mail return, voucher, and check to the addre voucher. Do not staple the voucher and the return or to each other.	ss on the
	If your return was e-filed, mail the vocheck to the address on the voucher	ucher and
	For credit card options, call 1-800-2PA	YTAX
Taxpayer Records:		
Amount Paid		
Check Number		
Date Mailed		

EEA ▼ Detach Here and Mail With	Your Payment and Return	Form 1040	0-V (200
Department of the Treasury Internal Revenue Service 2008	Form 1040-V	Payment Voucher	
Use this youther when making a payment with Form 1040 Do not staple this youther or your payment to Form 1040 Make your check or money order payable to the "United States Treasury" Write your social security runnber (SSN) on your check or money order	Enter the amount of your payment ▶	Dollars 573	Cents

THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145

PO Box 7704 San Francisco₁ CA 94120-7704

MZ bick 30 0 500975 P70

Form 8879

Taxpaver's name

Department of the Treasury Internal Revenue Service

IRS e-file Signature Authorization

Do not send to the IRS. This is not a tax return.
 Keep this form for your records. See instructions.

OMB No. 1545-0074 2008

Declaration	Control	Number	(DCN)
D CONDICTION	COMMO	1 TOTAL CONTRACT	(20014)

00-950884-001619

Social security number

THOMAS A PICKENS					
Spouse's name	Spouse's social security number				
Part 1 Tax Return Information - Tax Year Ending December 31, 2008					
1 Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4) • •					
2 Total tax (Form 1040, line 61; Form 1040A, line 37; Form 1040EZ, line 11)					
3 Federal income tax withheld (Form 1040, line 62; Form 1040A, line 38; Form 1040EZ, line 7)	3 23,702				
4 Refund (Form 1040, line 73a; Form 1040A, line 45a; Form 1040EZ, line 12a; Form 1040-SS, Pa	art I, line 12a) • • • • • 4				
5 Amount you owe (Form 1040, line 75; Form 1040A, line 47; Form 1040EZ, line 13)	5 573				
Part II Taxpayer Declaration and Signature Authorization (Be sure yo	u get and keep a copy of your return)				
Under perallities of perjury. I cleature that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2008, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part Labove are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS. (a) an acknowledgement of receipt or reason for rejection of the transmission. (b) an indication of eathy refund offset. (c) the reason for any refund offset. (d) the date of any refund offset. (d) the date of any refund, if applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (direct debt) entry to the financial institution account indicated in the tax repeatation software for payment of my Fedoral taxes coved on this return and/or a payment of estimated tax, and the financial institution to debt the entry to this account. I further understand that this authorization is authorization in the tax authorization in the processing the return and to access EETPS. This authorization is to remain in full force and effect until i notify the U.S. Treasury Financial Agent to remnate the authorization. To revoke a payment. I must contact the U.S. Treasury Financial Agent at 1-1888-353-1537 to later than 2 business days prior to the payment (settlement) date lasts authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer requires and resolve issues produced to the payment. I further understood in the payment is further acknowledge that the personal identification number (PIN) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawai Consent.					
Taxpayer's PIN: check one box only					
X Lauthorize ROBERT S SEMONIAN CPA to enter or generate my PIN					
ERO firm name as my signature on my tax year 2008 electronically filed income tax return.	Enter five numbers, but				
	do not enter all zeros				
I will enter my PIN as my signature on my tax year 2008 electronically filed income tax return. Cl	- ·				
are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO	must complete Part III				
below.					
Your signature	Date >				
Spouse's PIN: check one box only					
f authorize to enter or generate my PIN ERO firm name	***************************************				
as my signature on my tax year 2008 electronically filed income tax return.	Enter five numbers, but do not enter all zeros				
[] Livill anter my PIN as any signature on my tay year 2009 algotropically filed income tay return. Ch					

Practitioner PIN Method Returns Only - continue below

Part III | Certification and Authentication - Practitioner PIN Method Only

are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III

ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN.

950884-98765

do not enter ali zeros

Leartify that the above numeric entry is my PIN, which is my signature for the tax year 2008 electronically filed income tax return for the taxpayer(s) indicated above. Leonfirm that Lam submitting this return in accordance with the requirements of the Practitioner PIN method and **Publication 1345**, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns.

ERO Must Retain This Form - See Instructions

Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see instructions.

Spouse's signature

EEA

___ Date ▶

Form 8879 (2008)

Department of the Treasury - Internal Revenue Service

Form **9325** (Rev. January 2009)

Acknowledgement and General Information for Taxpavers Who File Returns Electronically

	laxpayers Who File Returns Electronically
Thank	k you for participating in IRS e-file. THOMAS A PICKENS Taxpayer Name
	9517 QUEEN CHARLOTTE DR
	Taxpayer Address (optional)
	LAS VEGAS, NV 89145
	Your federal income tax return for 2008 was filed electronically with the FRESNO Submission Processing Center. The electronic filing services were provided by ROBERT S SEMONIAN CPA
_	Your return was accepted on 10-01-2009 using a Personal Identification Number (PIN) as your electronic signature. You entered a PIN or authorized the Electronic Return Originator (ERO) to enter or generate a PIN for you. The Declaration Control Number (DCN) assigned to your return is 00950884001619
<u></u>	Your return was accepted on Please allow 4-6 weeks for the processing of your return. The Earned Income Credit or a dependent's exemption on your return may be reduced or disallowed due to a child's name and social security number mismatch.
	Your refund or part of your refund may be offset due to a debt owed to the Internal Revenue Service, the Office of Child Support Enforcement, or other government agency.
5.	Your electronic funds withdrawal payment was accepted.
_	Your electronic funds withdrawal payment was not accepted. You must pay the balance due by the prescribed due date. You may see your payment options in the "If You Owe Tax" section.
_	Your Form 4868, Application or Automatic Extension of Time to File U.S. individual Income Tax Return, was accepted on The Declaration Control Number (DCN) assigned to your extension is
PLEASE DO	D NOT SEND A PAPER COPY OF YOUR RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE NG OF THE RETURN.
	if You Need to Make a Change to Your Return
ndividual In	to make a change or correct the return you filed electronically, you should send a Form 1040X, Amended U.S. come Tax Return, to the IRS submission processing center that processes paper returns for your area. The wailable at www.irs.gov, or you can call the IRS toll-free at 1-800-829-1040.
	If You Need to Ask About Your Refund
eturn was n since the IR: Refund" to v	Ifies your Electronic Return Originator (ERO) when your return is accepted, usually within 48 hours. If your not accepted, the IRS notifies your ERO of the reasons for rejection. If it has been more than three weeks. See accepted your return and you have not received your refund, go to www.irs.gov and click on "Where's My riew your refund status. Exception: If box 3 above is checked, please allow 4 to 6 weeks for processing of A notice will be sent to you advising of changes to your return.
	The first him by self to yet advising of changes to your feath.
irst social se FeleTax give	in call the TeleTax line at 1-800-829-4477, for automated refund information. You should have available the ecurity number shown on your return, your filing status, and the exact amount of the refund you expect. es you the date for mailing or depositing your refund. You should receive your refund check within 30 days of en by TeleTax, or within one week of that date, if you chose direct deposit. If you don't receive it by then, or if
	es not give your refund information, call the Refund Hotline at 1-800-829-1954.

The IRS uses refunds to cover overdue taxes and notifies you when this occurs. The Financial Management Service (FMS) offsets refunds through the Treasury Offset Program (TOP) to cover past due child support, federal agency non-tax debts such as student loans and state income tax obligations. FMS sends you an offset notice if it applies your refund or part of your refund to non-tax debts. If you have questions about the offset, contact the agency identified in the notice. You may also call the Treasury Offset Program Call Center at 1-800-304-3107, if you have additional questions.

If You Owe Tax

If your return has a balance due, you must pay the amount you owe by the prescribed due date. If you paid by electronic funds withdrawal (direct debit) or by credit card, no voucher is needed. To use your credit card or debit card to pay by phone or Internet, you may cail, 1-888-PAY-1040 (1-888-729-1040) or 1-888-2PAY-TAX (1-800-272-9829), or vist www.PAY1040.com or www.officialpayments.com. You may use a VISA (Reard, American Express (Reard, Discover Card(R) or MasterCard (Reard. The service providers, based on the amount you are paying, will charge a convenience fee. The fees may vary between providers. You will be told the amount of the fee during the transaction and you will be given the option to either continue or end the transaction. To learn more about credit or debit card payment options, visit www.rs.gov keyword e-pay.

If you are not paying electronically, you may use the Form 1040-V. Payment Voucher. You will receive the payment voucher in the mail or you can obtain if from your Electronic Return Originator. If the IRS doesn't receive your payment by the prescribed due date, you will receive a notice that requests full payment of the tax due, plus penalties and interest. If you can't pay the amount in full, complete Form 9465, Installment Agreement Request, which you may file electronically. To apply for an installment agreement online, go to www.irs.gov, You may also order From 9465 by calling 1-800-TAX-FORM (1-800-829-3676). If approved, the IRS charges a user fee to set up an installment agreement.

If You Need to Inquire About Your Electronic Funds Withdrawal Payment

You may call 1-888-353-4537, to inquire about the status of an electronic funds withdrawal payment. If there is a change to the bank account information included on your return, you should call this number to cancel a scheduled payment. You should have available the social security number of the first person listed on the tax return, the payment amount, and the bank account number. Cancellation requests must be received no later than 8:00 p.m. Eastern time, two business days prior to the scheduled payment date.

Refund Anticipation Loans

A refund anticipation loan is money borrowed from a lender based on the refund you expect to receive. This loan is a contract between you and a lender. The IRS is not associated with this contract, nor does it grant or deny the loan. If you have questions about a refund anticipation loan, contact your Electronic Return Originator or the lender.

Instructions to Electronic Return Originators

Line 2 - PIN Presence Indicator - Check box 2 if the taxpayer entered a PIN or authorized the ERO to enter or generate the PIN for the taxpayer, and the Acknowledgement File PIN Presence Indicator is a 1, 2, or 3. Form 8879, IRS e-file Signature Authorization, is required if the ERO enters or generates the PIN or if the Practitioner PIN method is used. Use Form 8453, U.S. Individual Income Tax Transmittal for an IRS e-file Return, to send required paper forms or supporting documentation listed next to the form check boxes (do not send Forms W-2, W-2G or 1099-R).

Line 3 - Exception Processing - Check box 3 if the Acknowledgement File Acceptance Code equals "E." The acceptance code indicates that this return has been previously rejected and this subsequent submission still has invalid data.

Line 4 - Debt Code - Check box 4 if the Acknowledgement File Debt Code equals "I", "F", "B," or "N". The "I" in the debt code indicates that a debt was found on the IRS File for this return. The "F" indicates that a debt was found on the FMS File for this return. The "B" indicates that a debt was found on both the FMS and IRS Files for this return. The "N" inducates that no debt was found on either the FMS or IRS Files.

Line 5 - Payment Acknowledgement Literal - Check box 5 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field equals "PYMNT RQST RECD."

Line 6 - Payment Acknowledgement Literal - Check box 6 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field does not equal "PYMNT RQST RECD." If box 6 is checked, inform the taxpayer that he/she must pay by check, money order, debit card, or credit card.

Note: EROs can use the Acknowledgement File information, translated by the transmitter, to complete Form 9325.

Form 9325 (Rev. 1-2009)

Federal Supporting Statements	2008
Name(s) as shown on return THOMAS A PICKENS	Your Social Security Number
SCHEDULE A - LINE 11 - 1098 WITH DIFF NAME/AD	STATEMENT # 1
DANKA MICHAELS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145	

STATMENTLD

Vo.d .	Employee's social security num	ther For Official U	•			
b Employer identification number (EIN) 56-2371654		g Ombine, 134	1 Wages, tips, other compe	ensation 3,400	2 Federa	al income tax withheld 102
c Employer's name, address, and ZIP code DANK K MICHAELS M			3 Social security wages	,400	4 Social	security tax withheld
7373 PEAK DR NO 1			5 Medicare wages and tips	are tax withheld 296		
LAS VEGAS	VM	89134	7 Social security tips		8 Aflocat	ed tos
d Control number			9 Advance ElC payment		10 Depen	dent care benefits
e Employee's first name and initial	Last name	Suff	11 Nonqualified plans		12a See ins C B D	structions for box 12
THOMAS A PI	CKENS		13 Statutory Retmot plan	Third-party sick pay	12b C Co	
9517 QUEEN CHARLO LAS VEGAS		9145	14 Other		12c C 12d C 0	
f Employee's address and ZIP code 15 State Employee's state ID no. NVI	16 State wages, tips, etc 8,400	17 State income lax	18 Local wages, lips, etc	19 Local in	come tax	20 Locality name
Form W-2 Wage and Tax Statement Copy B - To Be Filed With Employee's FEDER This information is being furnished to the Intern	AL Tax Return.	EEA 200			or Privacy Ac	Antemat Revenue Service and Paperwork Reduction Notice, see back of Copy D.

The information on the Form N-1 was used to prepare the tampaver's 2002 Foretal tem ceturn by ROBERT'S SEMONTAN CPA.

Do Not Cut, Fold, or Staple Forms on This Page - Do Not Cut, Fold, or Staple on This Page

aEn	nployee's social security num	ber For Official Us	e Only 🏲				
Void	SATURD OF STREET	OMB No. 1545	5-0008	~~~			
b Employer identification number (EIN)			1 Wages, tips, other compe	nsation	2 Federa	i income tax withheld	
20-4974415			116	769		23,600	
C Employer's name, address, and ZIP code			3 Social security wages		4 Social	security tax withheld	
STATIONS CONSTRUCT	ION LLC		102	2,000	6,324		
			5 Medicare wages and tips		6 Medica	ere tax withheld	
1505 S PAVILLION CE				769		1,693	
LAS VEGAS	NV	89135	7 Social security tips		8 Affocat	ed tos	
d Control number			9 Advance EIC payment		10 Depen	dent care benefits	
Employee's first name and initial	Last name	Suff.	11 Nonqualified plans		12a See instructions for box 12		
THOMAS A PICE	KENS		13 Statutory Retmnt.	Third-party sick pay	12b C 8	3.6	
9517 QUEEN CHARLOTT	E DR		14 Other		12c		
LAS VEGAS		9145			Carr		
					12d	***************************************	
					Charact		
f Employee's address and ZIP code							
5 State Employer's state ID no. 1 NVI 24816800	6 State wages, tips, etc 116, 769	17 State income tax	18 Local wages, tips, etc.	19 Local in	come lax	20 Eocality name	
m W-2 Wage and Tax Statement by B - To Be Filed With Employee's FEDERAL is information is being furnished to the Internal R	fax Return	200 200				Internal Revenue Service	

The information on the Form N-2 was used to prepare the tampayer's 2008 Federal tam return by ROBERT 9 SEMONIAN IDA.

Do Not Cut, Fold, or Staple Forms on This Page - Do Not Cut, Fold, or Staple on This Page

Form 1040		partment of the Treasury - Internal Revenue Service .S. Individual Income Tax R	eturn 2	2009	(99) IRS Use O	nly-Da n	ot write o	r staple in this space.		
Labol		ar Jan. 1-Dec. 31, 2009, or other tax year beginning	. 2009.	ending	. 20		Commence of the last of the la	MB No. 1545-0074		
Label L	Your first name and initial Last name					Your soc	Your social security number			
instructions B		HOMAS A PICKENS								
on page 14.) E	If a joint ret	um, spouse's first name and initial	Last name			l	Spouse'	s social security number		
Use the IRS										
Otherwise, E		ress (number and street). If you have a P O box, see pag-	9 14.		Apt. no	'		You must enter your SSN(s) above.		
please print R -		QUEEN CHARLOTTE DR or post office, state, and ZIP code H you have a foreign a								
0.000				0745				ing a box below will not e your tax or refund.		
Presidential Election Campa	and the second second	VEGAS Check here if you, or your spouse if filing jo		9145	(000 page 14)			You Spouse		
	X Single				id (with qualifying pa					
Filing 2		 ed filing jointly (even if only one had income) 	qua	lifying persor	is a child but not yo	ur depen	dent, ent	er this		
Status 3	-	filing separately. Enter spouse's SSN above	chik	i's name her	9					
Check only one box.		name here.	5 TQu	alifving wi	dow(er) with der	ender	t child	(see page 16)		
	6a	X Yourself. If someone can claim you as a					٠.,	Boxes checked		
Exemptions	ь	Spouse					}	on 6a and 6b		
	С	Dependents:	(2) Dependent's	(3) Dependent's	(4) C	eck if	No, of children on 6c who:		
	(1) First na	me Last name	social security number	r 1	elationship to you	for chi	ng child id tax see ng17	Sived with you did not live with		
						Ľ		you due to divorce or separation		
If more than four dependents, see								(see page 18)		
page 17 and								Dependents on 6c not entered above		
check here	***************************************							Add numbers on		
	đ	Total number of exemptions claimed	<i></i>					lines above ▶ 1		
Income	7	Wages, salaries, tips, etc. Attach Form(s) V					7	9,450		
meome	8 a	Taxable interest. Attach Schedule B if requi	1				8a			
Attach Form(s)	b	Tax-exempt interest. Do not include on line	1	8ь	***************************************					
W-2 here. Also	9 a	Ordinary dividends. Attach Schedule B if re				• • •	9a			
attach Forms W-2G and	b	Qualified dividends (see page 22) • • • •		96	201					
1099-R if tax	10	Taxable refunds, credits, or offsets of state		es (see p	age 23) • • • •		10			
was withheld.	11 12	Alimony received • • • • • • • • • • • • • Business income or (loss). Attach Schedule	11 12							
	13	Capital gain or (loss). Attach Schedule D if				Ė	13			
If you did not	14	Other gains or (losses). Attach Form 4797			. nere P	L_I	14			
get a W-2,	15a	IRA distributions • • • • 15a			e amount (see pa		15b	***************************************		
see page 22.	16 a	Pensions and annuities • 16a			e amount (see pa e amount (see pa		16b			
Enclose, but do	17	Rental real estate, royalties, partnerships, S	S corporations trusts				17	······································		
not attach, any	18	Farm income or (loss). Attach Schedule F					18			
payment. Also,	19	Unemployment compensation in excess of \$2,400 per recipient (see page 27)								
please use Form 1040-V.	20 a									
7 01111 1040-4.	21						21	6,019		
	22	Add the amounts in the far right column for	lines 7 through 21. T	his is you	r total income	• • •	22	15,469		
Adiostad	23	Educator expenses (see page 29) • • • •		23						
Adjusted Gross	24	Certain business expenses of reservists, performing arti-	sls, aod	T						
Income		fee-basis government officials. Attach Form 2106 or 210	06-EZ • • • • • •	24						
income	25	Health savings account deduction. Attach F	orm 8889 • • • •	25						
	26	Moving expenses. Attach Form 3903 • •	<i>.</i>	26						
	27	One-half of self-employment tax. Attach Sch		27						
	28	Self-employed SEP, SIMPLE, and qualified	'	28						
	29	Self-employed health insurance deduction ((see page 30) • •	29						
	30	Penalty on early withdrawal of savings •	• • • • • • • • •	30						
	31a	Alimony paid b Recipient's SSN ▶		31a						
	32	IRA deduction (see page 31)		32						
	33 34	Student loan interest deduction (see page 3	1	33		·····				
		Tuition and fees deduction. Attach Form 89								
	35 36	Domestic production activities deduction. At		35			3.5			
	36 37	Add lines 23 through 31a and 32 through 35 Subtract line 36 from line 22. This is your ac					36 37	15 160		
For Disclosure		Subtract line 36 from line 22. This is your ac		c • • •			3/	15,469		

Form 1040 (200	⁾⁹⁾ TH	DMAS A PICKENS		Page 2
Tayland	38	Amount from line 37 (adjusted gross income)	38	15,469
Tax and	39a	Check / You were born before January 2, 1945, Blind, Total boxes		
Credits	_	if: Spouse was born before January 2, 1945, Blind, checked ▶39a		
Standard	b	if your spouse itemizes on a separate return or you were a dual-status atien, see pg 35 and check here		
Deduction for	40a	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40a	6,673
People who	b	If you are increasing your standard deduction by certain real estate taxes, new motor		
check any		vehicle taxes, or a net disaster loss, attach Schedule L and check here (see page 35) ▶ 40b		
box on line 39a, 39b, or	41	Subtract line 40a from line 38 · · · · · · · · · · · · · · · · · ·	41	8,796
40b or who	42	Exemptions. If line 38 is \$125,100 or less and you did not provide housing to a Midwestern	100 A 30	0,,,0
can be claimed as a		displaced individual, multiply \$3,650 by the number on line 6d. Otherwise, see page 37	42	3,650
dependent, see page 35.	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	}
	44	Tax (see page 37). Check if any tax is from: a Form(s) 8814 b Form 4972 • •	44	
All others:	45	Alternative minimum tax (see page 40). Attach Form 6251	45	513
Single or Married filing	46	Add lines 44 and 45	46	F 1 2
separately,	47	Foreign tax credit. Atlach Form 1116 if required 47	140	513
\$5,700	1		1	
Married filing jointly or	48	Credit for child and dependent care expenses. Attach Form 2441	1	
Qualifying	49	Education credits from Form 8863, line 29 · · · · · · · 49		
widow(er). \$11,400	50	Retirement savings contributions credit. Attach Form 8880 · · · 50 513	1	
	51	Child tax credit (see page 42) · · · · · · · · · · · · 51 0		
Head of household.	52	Credits from Form: a 3396 b 8839 c 5695 52		
\$8,350	53	Other credits from Form a 3800 b 6801 c 53		
	J 54	Add lines 47 through 53. These are your total credits	54	513
	55	Subtract line 54 from line 46. If line 54 is more than line 46, enter -0-	55	0
045	56	Self-employment tax. Attach Schedule SE	56	
Other	57	Unreported social security and Medicare tax from Form: a 4137 b 8919	57	
Taxes	58	Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required	58	
	59	Additional taxes: a AEIC payments b Household employment taxes. Attach Sch. H	59	
	60	Add lines 55 through 59. This is your total tax	60	0
Daymonta	61	Federal income tax withheld from Forms W-2 and 1099 · · · · 61 25	3000	<u> </u>
Payments	62	2009 estimated tax payments and amount applied from 2008 return • • • 62	1	
	63	Making work pay and government retiree credits. Attach Schedule M 63 400	1	
If you have a	64a	Earned income credit (EIC)	1	NO
qualifying child, attach	Гь	Nontaxable combat pay election ••• 64b	1	NO
Schedule EIC.	65	Additional child tax credit. Attach Form 8812 65		
L	66	Refundable education credit from Form 8863, line 16 · · · · · 66		
	67	First-time homebuyer credit. Attach Form 5405 · · · · · · · 67	1	
	68	Amount paid with request for extension to fife (see page 72) • • 68	ł	
	69		1	
	70		ł	
		Credits from Form: a 2439 b 4136 c 3801 d 8865 70		
***************************************	71	Add lines 61, 62, 63, 64a, and 65 through 70. These are your total payments	71	425
Refund	72	If line 71 is more than line 60, subtract line 60 from line 71. This is the amount you overpaid	72	425
Direct deposit?	73a	Amount of line 72 you want refunded to you. If Form 8888 is attached, check here	73a	425
See page 73 and fill in 73b.	▶ b	Routing number X X X X X X X X Dc Type: Checking Savings		
73c, and 73d,	⊳ d	Account number XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		
or Form 8888.	74	Amount of line 72 you want applied to your 2010 estimated tax • • • ▶ 74		
Amount	75	Amount you owe. Subtract line 71 from line 60 For details on how to pay, see page 74	75	
You Owe	76	Estimated tax penalty (see page 74) · · · · · · · · · · 76		
Third Party	Do y	ou want to allow another person to discuss this return with the IRS (see page 75)? Yes. C	omplet	e the following. X No
	Desig		ication	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Designee	name	■ no. ■ number (PIN)		<u>▶ </u>
Sign		penalties of pegury. I declare that I have examined this return and accompanying schedules and statements, and to the best of		
Here	they a	re true, correct, and complete. Beclaration of preparer (other than taxpayer) is based on all information of which preparer has a	any know	."
Joint return?	Your s	gnature Date Your occupation		Daytime phone number
See page 15.	005	08-30-2010 PROJECT MANAGER		
Keep a copy for your	Spous	e's signature. If a joint return, both must sign Date Spouse's occupation		
records.				
	Prepa	rer's Date Check if	Pres	varer's SSN or PTIN
Paid	signat			P00391972
Preparer's	Firm's	name (or ROBERT S SEMONIAN CPA EIN	~	-4514704
Use Only	yours	if self-employed), PO BOX 5605		······································
	addre	ss. and ZIP code Ventura CA 93005 Phone	no. R	05-659-5344
EEA		33 33 33 1		Form 1040 (2009)

SCHEDULE A			Itemized Deductio	L	OMB No. 1545-0074		
(Form 104	0)					Γ	2009
Department of th internal Revenue	e Treas Service	ury 8 (99)	➤ Attach to Form 1040. ➤ See Instructions for Sch		Attachment Sequence No. 07		
Name(s) shown	n Form	1040				Your so	xial security number
THOMAS	A I		~~~~				
Medical			Do not include expenses reimbursed or paid by others.	Physical Control			
and			and dental expenses (see page A-1)	1		1 1	
Dental Expenses			mount from Form 1040, line 36 2				
•	3		t line 2 by 7.5% (.075)	3		4	
T Y	5		nd local (check only one box):	T		-	
Taxes You Paid	_		Income taxes, or	5	275	TANK!	
(Can			General sales taxes }			1 1	
(See page A-2.)	6	Real es	state taxes (see page A-5)	6			
	7	New mo	otor vehicle taxes from line 11 of the worksheet on			1	
		page 2.	Skip this line if you checked box 5b · · · · · · · · · · · ·	7			
	8	Other ta	axes. List type and amount	1000			
		DMV	748	8	748		
	9		es 5 through 8 · · · · · · · · · · · · · · · · · ·	~~~~~~		9	1,023
Interest	10		nortgage interest and points reported to you on Form 1098 •	10		4	
You Paid	11 сыт		nortgage interest not reported to you on Form 1098. If				
(See	A1 C I A I		the person from whom you bought the home, see page				
page A-6.)		A-7 ano	show that person's name, identifying no., and address				
Note.				11			
Personal interest is	12	Points n	not reported to you on Form 1098. See page A-7 for	H	·		
not			rules · · · · · · · · · · · · · · · · · · ·	12			
deductible.	13	Qualified	d mortgage insurance premiums (see page A-7)	13		1 1	
	14		ent interest. Attach Form 4952 if required, (See page A-8.)	14		1	
	15	Add line	es 10 through 14 • • • • • • • • • • • • • • • • • •	• • •		15	
Gifts to	16	Gifts by	cash or check. If you made any gift of \$250 or				
Charity		more, se	ee page A-8	16	780		
If you made a	17	Other th	an by cash or check. If any gift of \$250 or more, see				
gift and got a			8. You must attach Form 8283 if over \$500	17	275	1	
benefit for it, see page A-8	18		er from prior year	18			
	19	Add line	es 16 through 18	• • •		19	1,055
Casualty and Theft Losses	20	Casualty	y or theft loss(es). Attach Form 4684. (See page A-10.)			20	
Job Expense	~~		bursed employee expenses - job travel, union dues, job	10.22.61			
and Certain	•		on, etc. Attach Form 2106 or 2106-EZ if required, (See				
Miscellaneou	5	page A-	10.) 🏲	21			
Deductions	22	Tax prep	paration fees	22		1	
(See	23	Other ex	xpenses - investment, safe deposit box, etc. List type				
page A-10.)		and amo	ount >				
				23			
			es 21 through 23	24			
	25		mount from Form 1040, line 38 25				
	26		line 25 by 2% (.02)	26			
	27 28		t line 26 from line 24. If line 26 is more than line 24, enter -0- rom list on page A-11. List type and amount			27	
Other Miscellaneou			-		4 E O E		
Deductions		GAMD	LING LOSSES		4,595	28	4,595
Total	29	Is Form	1040, line 38, over \$166,800 (over \$83,400 if married filing sep	arately	?	+	71333
Itemized		X No.	- · · · · · · · · · · · · · · · · · · ·				
Deductions			lines 4 through 28. Also, enter this amount on Form 1040, line		▶ ▶	29	6,673
		Yes.	Your deduction may be limited. See page A-11 for the amour	it to ent	er.		
	30	If you ele	ect to itemize deductions even though they are less than your st	tandard			
			on, check here		▶ ∏		
For Paperwor	k Red	uction Ac	ct Notice, see Form 1040 instructions.	EEA		Sched	lule A (Form 1040) 2009

Form **8880**

Credit for Qualified Retirement Savings Contributions

➤ Attach to Form 1040, Form 1040A, or Form 1040NR.

➤ See instructions.

OMB No. 1845-0074

2009

Attachment
Sequence No. 54

Department of the Treasury internal Revenue Service Name(s) shown on return

Your social security number

THOMAS A PICKENS

CAUTION! You cannot take this credit if either of the following applies.

- The amount on Form 1040, line 38; Form 1040A, line 22; or Form 1040NR, line 36 is more than \$27,750 (\$41.625 if head of household; \$55,500 if married filing jointly).
- The person(s) who made the qualified contribution or elective deferral (a) was born after January 1, 1992, (b) is claimed as a dependent on someone else's 2009 tax return, or (c) was a student (see instructions).

efore			if any credit for the elderly of			orm 1040, line 53.		
						(a) You	(p) ,	our spouse
1	Traditional and I	Roth IRA contri	butions for 2009. Do not it	nclude rollover		99		
	contributions •	• • • • • •	• • • • • • • • • • • •		1			
2	Elective deferra	s to a 401(k) o	r other qualified employer p	olan, voluntary				
	employee contri	butions, and 50	01(c)(18)(D) plan contributi	ons for 2009				
	(see instructions				2	13,500		
3					3	13,500		
4			ifter 2006 and before the d			13,300	-	
-			2009 tax return (see instruc			[A)		
			*	*				
			oth spouses' amounts in bo					
_			on		4		/ 	
5			ero or less, enter -0-		5	13,500		
6			ller of line 5 or \$2,000 •	6	2,000			
7			ero, stop; you cannot take			• • • • • • • • •	7	2,000
8	Enter the amour	it from Form 10	040, line 38*; Form 1040A,	line 22; or				
	Form 1040NR, I	ne 36 • • • •	· · · · · · · · · · · · · · · ·		8	15,469		
9	Enter the applica	able decimal ai	mount shown below:					
	If line 8	is -	<i>J</i>	and your filing status is	•			
		***************************************	Marned	Head of	Single	Marned filing		
	Over -	But not	filing jointly	household		arately, or		
		over -	Enter on			ng widow(er)		
		240.500						
	\$16,500	\$16,500	.5	.5		5		
	\$18,000	\$18,000 \$24,750	.5 .5	.5 .5		.2	Pil	
	\$24,750	\$27.000	.5	.2			-	× 0.50
	\$27,000	\$27,750	.5	.1		1		
	\$27,750	\$33,000	.5	.1		0 1		
	\$33,000	\$36,000	.2	.1		.0		
	\$36,000	\$41,625	.1	.1		.0		
	\$41,625	\$55,500	.1	.0		.0		
	\$55,500		.0	.0		.0	1	
	L	Not	e: If line 9 is zero, stop; you	cannot take this credit				
0	Multiply line 7 by						0	1,000
11	Enter the amoun	it from Form 10	040, line 46; Form 1040A, li	ine 28: or	1 1			17000
					11	513		
12	1040 filers:		al of your credits from lines	-		313		
	1040 Incla.			47 tinongn 45.				
	40404 61-	and Schedul			.			
	1040A filers:		al of your credits from lines		1 1			
	1040NR filers:		al of your credits from lines		12			
13	Subtract line 12	from line 11. If	zero, stop; you cannot tak	e this credit		1	3	513
14	Credit for qualif	ied retirement	savings contributions. En	ter the smaller of line 10	or line 13			
	here and on For	m 1040, line 50); Form 1040A, line 32; or F	Form 1040NR line 46 •			4	513

'See Pub. 590 for the amount to enter if you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico.

For Paperwork Reduction Act Notice, see instructions.

EEA

Form 8880 (2009)

Form 8879 OMB No. 1545-0074 IRS e-file Signature Authorization Do not send to the IRS. This is not a tax return. Department of the Treasury 2009 Keep this form for your records. See instructions Declaration Control Number (DCN) 00-950884-092150 Social security number THOMAS A PICKENS Spouse's name Part I Tax Return Information - Tax Year Ending December 31, 2009 (Whole Dollars Only) Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4) 15,469 2 Total tax (Form 1040, line 60; Form 1040A, line 37; Form 1040EZ, line 11) 2 3 Federal income tax withheld (Form 1040, line 61; Form 1040A, line 38; Form 1040EZ, line 7) 3 4 Refund (Form 1040, line 73a: Form 1040A, line 46a; Form 1040EZ, line 12a; Form 1040-SS, Part I, line 13a) • • • • • 425 5 Amount you owe (Form 1040, line 75; Form 1040A, line 48; Form 1040EZ, line 13) Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return) Under penalties of pergury, I declare that I have examined a copy of my electronic individual income tax return and accompanying schedules and statements for the tax year ending December 31, 2009, and to the bast of my knowledge and belief, 4 is true, correct, and complete, I further declare that the amounts for the tax year enough december 31, 2009, and to line bask of my knowledge and belief, 1 is true, correct, and compilete. Further declare that the amounts in Part I above are the amounts from my electronic income tax return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an auknowledgement of receipt or reason for rejection of the transmission, (b) an indication of any return offset. (c) the reason for any delay in processing the return or return, and (d) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal (orect debt) entry to the financial institution account indicated in the lax preparation software for payment of my Federal taxes wed on this return and/or a payment of estimated tax, and the financial institution to debt the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debted through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, Frequest that the IRS send me a personal identification number (PIN) to access EFTPS. This authorization is to remain in full force and effect until i notify the U.S. Treasury Financial Agent to terminate the authorization. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date Lalso authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I further acknowledge that the personal identification number (Pith) below is my signature for my electronic income tax return and, if applicable, my Electronic Funds Withdrawal Consent Taxpayer's PIN: check one box only X Lauthorize ROBERT S SEMONIAN CPA to enter or generate my PIN 00578 as my signature on my tax year 2009 electronically filed income tax return. I will enter my PIN as my signature on my tax year 2009 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III. below. Your signature 🕨 Spouse's PIN: check one box only to enter or generate my PIN ERO firm name as my signature on my tax year 2009 electronically filed income tax return. Enter five numbers, but I will enter my PIN as my signature on my tax year 2009 electronically filed income tax return. Check this box only if you are entering your own PIN and your return is filed using the Practitioner PIN method. The ERO must complete Part III Practitioner PIN Method Returns Only - continue below Part III Certification and Authentication - Practitioner PIN Method Only ERO's EFIN/PIN. Enter your six-digit EFIN followed by your five-digit self-selected PIN. 950884-98765 do not enter all zeros I certify that the above numeric entry is my PIN, which is my signature for the tax year 2009 electronically filed income tax return for the taxpayer(s) indicated above. I confirm that I am submitting this return in accordance with the requirements of the Practitioner PIN method and Publication 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns. ERO's signature 🕨 Date ▶ <u>09-16-2018</u> ERO Must Retain This Form - See Instructions Do Not Submit This Form to the IRS Unless Requested To Do So

For Paperwork Reduction Act Notice, see instructions.

FFA

Form 8879 (2009)

Department of the Treasury - Internal Revenue Service

Form **9325** (Rev. January 2010)

Acknowledgement and General Information for Taxpavers Who File Returns Electronically

sv. January	2010)	Taxpayer	s Who File Returns Electronically
Tha	nk you for parti	cipating in IRS e-file.	THOMAS A PICKENS Taxpayer Name
			9517 QUEEN CHARLOTTE DR
			Taxpayer Address (optional) LAS VEGAS, NV 89145
_			DAS VEGAS, NV 03145
1. <u>X</u>		income tax return for 20 Processing Center. The electronic f	09 was filed electronically with the FRESNO This services were provided by ROBERT S SEMONIAN CPA
2. 🕱	signature. Yo	u entered a PIN or authorized the E	10 using a Personal Identification Number (PIN) as your electronic Electronic Return Originator (ERO) to enter or generate a PIN assigned to your return is 00950884092150
3.	The Earned	ras accepted on ncome Credit or a dependent's exe and social security number mismat	. Please allow 4-6 weeks for the processing of your return. emption on your return may be reduced or disallowed due to a tch.
4.		or part of your refund may be offset port Enforcement, or other governm	due to a debt owed to the Internal Revenue Service, the Office nent agency.
5.	Your electron	uc funds withdrawal payment was a	accepted.
6.		iic funds withdrawaf payment was n u may see your payment options in	not accepted. You must pay the balance due by the prescribed the "If You Owe Tax" section.
7.	Your Form 44 accepted on is	368. Application or Automatic Exter	ision of Time to File U.S. Individual Income Tax Return, was Declaration Control Number (DCN) assigned to your extension
		SEND A PAPER COPY OF '	YOUR RETURN TO THE IRS. IF YOU DO, IT WILL DELAY THE
		If You Need to Ma	ake a Change to Your Return
Individual i	Income Tax Re		electronically, you should send a Form 1040X, Amended U.S. sing center that processes paper returns for your area, The toll-free at 1-800-829-1040.
		If You Nee	d to Ask About Your Refund
			en your return is accepted, usually within 48 hours. If your asons for rejection. If it has been more than three weeks
			d your refund, go to www.irs.gov and click on "Where's My
			e is checked, please allow 4 to 6 weeks for processing of
your return	i. A notice will t	e sent to you advising of changes t	to your return.
first social TeleTax gi the date gi	security number ves you the dat ven by TeleTax	er shown on your return, your filing s te for mailing or depositing your refu	tomated refund information. You should have available the status, and the exact amount of the refund you expect. und. You should receive your refund check within 30 days of you chose direct deposit. If you do not receive it by then, or if and Hotline at 1-800-829-1954.

Form 9325 (Rev. 1-2010)

The IRS uses refunds to cover overdue taxes and notifies you when this occurs. The Financial Management Service (FMS) offsets refunds through the Treasury Offset Program (TOP) to cover past due child support, federal agency non-tax debts such as student loans and state income tax obligations. FMS sends you an offset notice if it applies your refund or part of your refund to non-tax debts. If you have questions about the offset, contact the agency identified in the notice. You may also call the Treasury Offset Program Call Center at 1-800-304-3107, if you have additional questions.

If You Owe Tax

If your return has a balance due, you must pay the amount you owe by the prescribed due date. If you paid by electronic funds withdrawal (direct debit) or by credit card, no voucher is needed. To use your credit card or debit card to pay by phone or Internet, you may call, 1-888-PAY-1040 (1-888-729-1040), 1-888-PAY-TAX (1-888-972-9829), or 1-888-UPAY-TAX (1-888-872-9829), or visit www.pay1040 com, www.payUSAtax.com, or www.officialpayments.com. The service providers will charge a convenience fee, based on the amount of taxes you are paying. The fees and the type of credit or debit cards accepted, may vary between providers. You will be told the amount of the fee during the transaction and you will be given the option to either continue or end the transaction. To learn more about credit and debit card payment options visit, www.irs.gov search e-pay.

If you are not paying electronically, you may use the Form 1040-V, Payment Voucher. You will receive the payment voucher in the mail or you can obtain it from your Electronic Return Originator. If the IRS does not receive your payment by the prescribed due date, you will receive a notice that requests full payment of the tax due, plus penalties and interest. If you can not pay the amount in full, complete Form 9465, Installment Agreement Request, which you may file electronically. To apply for an installment agreement online, go to www.irs.gov. You may also order Form 9465 by calling 1-800-TAX-FORM (1-800-829-3676). If approved, the IRS charges a user fee to set up an installment agreement.

If You Need to Inquire About Your Electronic Funds Withdrawal Payment

You may call 1-888-353-4537, to inquire about the status of an electronic funds withdrawal payment. If there is a change to the bank account information included on your return, you should call this number to cancel a scheduled payment. You should have available the social security number of the first person listed on the tax return, the payment amount, and the bank account number. Cancellation requests must be received no later than 8:00 p.m. Eastern time, two business days prior to the scheduled payment date.

Refund Anticipation Loans

A refund anticipation loan is money borrowed from a lender based on the refund you expect to receive. This loan is a contract between you and a lender. The IRS is not associated with this contract, nor does it grant or deny the loan. If you have questions about a refund anticipation loan, contact your Electronic Return Originator or the lender.

Instructions to Electronic Return Originators

Line 2 - PIN Presence Indicator - Check box 2 if the taxpayer entered a PIN or authorized the ERO to enter or generate the PIN for the taxpayer, and the Acknowledgement File PIN Presence Indicator is a 1, 2, or 3. Form 8879, IRS e-file Signature Authorization, is required if the ERO enters or generates the PIN or if the Practitioner PIN method is used. Use Form 8453, U.S. Individual Income Tax Transmittal for an IRS e-file Return, to send required paper forms or supporting documentation listed next to the form check boxes (do not send Forms W-2, W-2G, or 1099-R).

Line 3 - Exception Processing - Check box 3 if the Acknowledgement File Acceptance Code equals "E." The acceptance code indicates that this return has been previously rejected and this subsequent submission still has invalid data.

Line 4 - Debt Code - Check box 4 if the Acknowledgement File Debt Code equals "I", "F", or "B". The "I" in the debt code indicates that a debt was found on the IRS File for this return. The "F" indicates that a debt was found on the FMS File for this return. The "B" indicates that a debt was found on both the FMS and IRS Files for this return. The "N" (or blank) indicates that no debt was found on either the FMS or IRS Files.

Line 5 - Payment Acknowledgement Literal - Check box 5 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field equals "PYMNT RQST RECD."

Line 6 - Payment Acknowledgement Literal - Check box 6 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field does not equal "PYMNT ROST RECD." If box 6 is checked, inform the taxpayer that he/she must pay by check, money order, debit card, or credit card.

Note: EROs can use the Acknowledgement File information, translated by the transmitter, to complete Form 9325.

Form 9325 (Rev. 1-2010)

Federal Supporting Statements	2009
Name(s) as shown on return THOMAS A PICKENS	Your Social Security Number
SCHEDULE A - LINE 11 - 1098 WITH DIFF NAME/AD	STATEMENT # 1
DANKA MICHAELS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145	

STATMENT LD

a Employee's social security number	OMB No. 1545-	Safe, accurate, 0008 FAST! Use	IRS	e-file	Visit the IRS website at www.irs.gov/efile.
b Employer stantification number (EIN) 56-2371654		1 Wages, tips, other compe	nsation ,450	2 Federa	Fincome tax withheld 25
© Employer's name, address, and ZIP code DANK K MICHAELS MD A PC		3 Social security wages 2.2	,950	4 Social s	security tax withheld 1,423
7373 PEAK DR NO 160			,950		re tax withheld 333
LAS VEGAS NV 891	34	7 Social security tips		8 Aliocate	ed tips
d Control number		9 Advance EIC payment		10 Depend	tent care benefits
Employee's first name and initial Last name	Suff.	11 Nonqualified plans	o comercia de concesso de	12a See ins C D	tructions for box 12
THOMAS A PICKENS		13 Statutory Retmnt.	Third-party sick pay	12n	
9517 QUEEN CHARLOTTE DR LAS VEGAS NV 8914	5	14 Other	······································	12c C 000	
				12d C g	
f Employee's address and ZiP code			·		
15 State Employer's state D no 16 State wages, tips, etc. 17 S NV 9 , 4 5 0	tale income tax	18 Local wages, lips, etc.	19 Local in	come tax	20 Locality name
			<u></u>		<u> </u>
w W_2 Wage and Tax EEA		1	Department o	of the Treasury-	Internal Revenue Service

Form W-2 Wage and Tax Statement
Copy B - To Be Filed With Employe's FEDERAL Tax Return
This information is being furnished to the intensit Revenue Service

2009

The information on the Form W-1 was used to prepare the tampayer's 2009 Tederal can return by BOBERT S SEMONIAN (PA.

	CORRECTED		OMB No. 1545-0238
PAYER'S name E T T INC	1 Gross winnings 6,019	2 Federal income tax withheld	2009
Street address 5195 LAS VEGAS BLVD	3 Type of wager	4 Date won 2009-11-04	Form W-2G Certain
City, state, and ZIP code LAS VEGAS NV 89119	5 Transaction 196110	6 Race	Gambling Winnings
Federal identification number Telephone number 88-0314675	7 Winnings from identical wagers	8 Cashier	For Privacy Act and Paperwork Reduction Act
WINNER'S name THOMAS A PICKENS	9 Winner's laxpayer ID no	10 Window	Notice, see the 2009 General Instructions for
Street address (including apt. no.) 9517 QUEEN CHARLOTTE DR	11 First D.	12 Second LD	Forms 1099, 1098, 3921, 3922, 5498 and W-2G.
City, state, and ZIP code LAS VEGAS NV 89145	13 State/Payer's state ID no.	14 State income tax withheld	File with Form 1096.
Under penalties of perjury. I declare that, to the best of my knowledge and have fundshed correctly identify me as the recipient of this payment and are to any part of these payments.	belief, the name, address, and taxpayer ide by payments from identical wagers, and that	entification number that I no other person is entitled	Copy A For Internal Revenue
Signature ► Form W-2G		ate Department of the T	Service Center reasury - Internal Revenue Service

The information on this Form W-2G was used to prepare the taxpayer's 2009 Federal tax return by ROBERT S SEMONIAN CPA.

SCHEDULE M (Form 1040A or 1040) Department of the Treasury Internal Revenue Service

Making Work Pay and Government Retiree Credits

OMB No. 1545-0074

▶ Attach to Form 1040A, 1040, or 1040NR.

See separate instructions.

2009 Attachment Sequence No. 166

Na	ne(s) shown on return	Your social security number
TI	HOMAS A PICKENS	Mean
1;	Important: See the instructions if you can be claimed as someone else's dependent or are filing Form 1040NR.	Second
	Check the "No" box below and see the instructions if (a) you have a net loss from a business, (b) you received	
	a taxable scholarship or fellowship grant not reported on a Form W-2, (c) your wages include pay for work	
	performed while an inmate in a penal institution. (d) you received a pension or annuity from a nonqualified de-	
	ferred compensation plan or a nongovernmental section 457 plan, or (e) you are filing Form 2555 or 2555-EZ.	
	the state of the s	
	Do you (and your spouse if filing jointly) have 2009 wages of more than \$6,451 (\$12,903 if married filing jointly)?	
	Yes. Skip lines 1a through 3. Enter \$400 (\$800 if married filing jointly) on line 4 and go to line 5.	
	No. Enter your earned income (see instructions)	
	The cuter your earned income (see instructions)	
	Nontaxable combat pay included on	1.0
_	line 1a (see instructions) · · · · · · · 1b	[A]
2	Multiply line 1a by 6.2% (.062)	
	T	
3	Enter S400 (S800 if married filing jointly)	
4	Enter the smaller of line 2 or line 3 (unless you checked "Yes" on line 1a)	4 400
		New Transfer of the Control of the C
5	Enter the amount from Form 1040, line 38*, or Form 1040A, line 22 5 15, 469	
6	Enter S75,000 (S150,000 if married filing jointly) 6 75,000	
		100 EEE
7	Is the amount on line 5 more than the amount on line 6?	10 (10 kg) 10 (10 kg)
	X No. Skip line 8. Enter the amount from line 4 on line 9 below.	
	Yes. Subtract line 6 from line 5	
8	Multiply line 7 by 2% (.02)	8
-		
q	Subtract line 8 from line 4. If zero or less, enter -0-	9 400
_	Subtract into a routhing 4, is 2010 of 1633, Girler 10*	9 400
10	Did you (or your spouse, if filing jointly) receive an economic recovery payment in 2009? You	
10		
	may have received this payment if you received social security benefits, supplemental security	
	income, railroad retirement benefits, or veterans disability compensation or pension benefits (see	
	enstructions).	1111
	X No. Enter -0- on line 10 and go to line 11.	
	Yes. Enter the total of the payments received by you (and your spouse, if filing	10 0
	jointly). Do not enter more than \$250 (\$500 if married filing jointly)	
11	Did you (or your spouse, if filing jointly) receive a pension or annuity in 2009 for services performed	
	as an employee of the U.S. Government or any U.S. state or local government from work not	
	covered by social security? Do not include any pension or annuity reported on Form W-2.	
	No. Enter -0- on line 11 and go to line 12.	
	Yes. If you checked "No" on line 10, enter \$250 (\$500 if married filing jointly	
	and the answer on line 11 is "Yes" for both spouses)	PARA PARA PARA PARA PARA PARA PARA PARA
	If you checked "Yes" on line 10, enter -0- (exception; enter \$250 if filing	11 0
	jointly and the spouse who received the pension or annuity did not receive	
	an economic recovery payment described on line 10)	
12	Add lines 10 and 11	12
	Subtract line 12 from line 9. If zero or less, enter-0-	13 400
	Making work pay and government retiree credits. Add lines 11 and 13. Enter the result here	400
• •	and on Form 1040, line 63; Form 1040A, line 40; or Form 1040NR, line 60	14 400
	Service to toping out to the total and to, or total to	1 400

*If you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico, see instructions. For Paperwork Reduction Act Notice, see Form 1040A, 1040, or EEA Schedule

1040NR instructions.

EEA

Schedule M (Form 1040A or 1040) 2009

Form 1040A	1	Departm	ent of the Treasury - Internal Revenu	e Service	atura	•	040					
104074	decountries.			e lax in	THE RESERVE AND DESCRIPTION OF THE PERSON OF		<u>010</u>	(S Use O	BOTTON CRIMEN	at write or staple	TO SHIP PROPERTY AND PERSONS NAMED IN	
Name,	1 1	Your first	name and initial		Łast name			_ <u> </u> _		MB No. 154		1
Address,	R ,	mr101							Your soci	al security numb	XCf	
and SSN		THO	MAS A return, spouse's first name and initial		PICKENS		***************************************				∭	
	1 1	i a jouri	erom, spouse's that make and mean		Last name				Spouse's	social security r	number	
See separate	L i	Home ad	idress (number and street). If you ha	ve a P O box, s	ee instructions.		Apt. no		Мэ	ke sure the	SSN/e) abovo
instructions.	E		7 OUEEN CHARLO						AL.	d on line 6c a		
			n or post office, state, and ZiP code.		·	ctions.				g a box belo		
Presidential	Ÿ -	T.A.S	VEGAS		NV	R	9145			your tax or re		TRUL
Election Campa			heck here if you, or your spo	use if filing i					▶	You		ouse
			Single			4				L		
Filing		2	Married filing jointly (even if	only one ha	d income)	ŧ	Heart of household (v if the qualifying perso enter this child's name	n is à chil a bare.	d but not y	our dependent,		
status		- 1	Married filing separately. Enter spou		•							
Check aniy ane bax			full name here. ▼			5	Qualifying widow(er)	oth dene	ndent chiic	(see instruction	ei.	
GIVE DOX								ver supu		THE STREET		
Everntions		Ga 3	Yourself. If someone	an claim yo	u a s a dependent, o	io no	ot check		~~~~	Boxes		
Exemptions If more than six		-	box 6a.	-						checked 6a and 0	ton 65	1
dependents, see		ь	Spouse							No. of ch	-	
instructions.		c [Dependents:		(2) Dependent's social		(3) Dependent's	(4) Chk	if child und qualifying f credit (se		10:	
(1) First n	ame		Last name		security number	1	relationship to you	child ta	credit (se	e galiwed	with	
	****					1	***************************************	 	ŤΪ	an did no	ot live	
***************************************						\top	***************************************	T		g did no with you to divorce	ce or	
						1	***************************************		П	separati (see inst	on (r)	
				***************************************		1		1	T	Depende		
						1				on 6c no entered	above	
						\top		1	T			
										Add num	bers	
		d	Total number of exemptions	claimed.							>	1
Income Attach	-	7	Wages, salaries, tips, etc. A	ttach Form(s) W-2.			~~~~	7		9,	600
Form(s) W-2		8 a	Tavable interest Attach Sci	andula Bifri	novirod				2-			
here. Also			Taxable interest. Attach Sci Tax-exempt interest. Do no				8b		8a			
attach Form(s)	-		Ordinary dividends. Attach 5				00		9a			
1099-R if tax			Qualified dividends (see ins		rrequired.		9b		34			
was withheld.	-		Capital gain distributions (se		ne\		90		10			
(face continue)	-		IRA	e manucion		11b	Taxable amount		10			
if you did not get a W+2, see		_	distributions. 11a			110	(see instructions).		11b			
page 20	-		Pensions and			12b	Taxable amount		110			
Enclose, but do			annuities. 12a			1213	(see instructions).		12b			
not attach, any	-		amidues. (2a		***************************************		(see instructions).		120		~~~~	
payment Also please use Form	4	13	Unemployment compensation	no and Alack	a Permanent Fund	divid	ande		13			
1040-V.	-		Social security	or and rador		14b	Taxable amount	~	13			
	•		benefits. 14a			140	(see instructions).		14b			
	-		DOTORIS. 14a				(SEE HISTOCHOTIS).		140			
	1	15	Add lines 7 through 14b (far	right column	n) This is your total	Lince	ome		▶ 15		۵	600
	······		The two of the transfer of the	ngin colonii	1). 7103 15 your total	· inc	Jiire.		P 10		-51	000
Adjusted	1	16	Educator expenses (see ins	tructions)			16					
gross			IRA deduction (see instruction	····	······································		17					
income	***		Student loan interest deduct		tructions)		18					
	-	-		(200 118)								
	1	9	Tuition and fees, Attach For	m 8917			19					
	-		Add lines 16 through 19. Th		total adjustments		· · · · · · · · · · · · · · · · · · ·		20			
	2	<u> </u>			aajastiitiits			~~~~~~				
	2	21	Subtract line 20 from line 15	. This is vou	r adjusted gross in	1001	ne.		▶ 21		Q	600
Car Disalas	Drive	0 -4		- 4 - 4 11 - 41							1010	1 (0010

Form 1040A (201	10)	in the second second second								Page 2
Name(s) shown on pa	ge 1						Your:	social security	number	
THOMAS A	PI	CKENS								
Tax, credits,	22	Enter the	amount from line 21 (adjusted	d gross income).				22	9 . (600
and	23a	Check	You were born before Jar	nuary 2. 1946,	Blind ,	Total boxes	T	T		<u> </u>
payments		if: 1	Spouse was born before.	January 2, 1946,	Blind }	checked	8			
payments	b	If you are	married filing separately and	your spouse itemizes	 S			mand.		
			s, see page 30 and check he			B	➤ 23b	П		
	24		standard deduction (see in					1l 24	5 '	700
	25		ne 24 from line 22. If line 24		enter -0-			25		900
	26		ns. Multiply \$3.650 by the nu	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	onto: o.		***************************************	26		650
	27		ne 26 from line 25. If line 26 i		antar -0-				٠, ١	030
			r taxable income.	is more than the 20,	eriter -o			▶ 27	,	0.5.0
	28	*****	ding any alternative minimum	tay (nan instructions	- 1			28		<u>250</u>
	29				29			28		26
	30		d and dependent care expenses. Atta		29					
	30		the elderly or the disabled. At	aacn						
		Schedule		^^	30					
	31		credits from Form 8863, line		31					
	32		t savings contributions credit	. Attach Form 8880.	32		26	<u> </u>		
	33		redit (see instructions).		33					
	34		29 through 33. These are you	***************************************			~~~~	34		26
	35		ne 34 from line 28. If line 34 i		***************************************			35		0
	36		amed income credit paymen		, box 9.			36		
	37	Add lines	35 and 36. This is your total	tax.				▶ 37		0
	38	Federal in	come tax withheld from Form	s W-2 and 1099.	38					
	39	2010 estir	nated tax payments and amo	unt applied						
		from 2009	return.		39					
If you have	40	Making wo	rk pay credit. Attach Schedu	le M.	40		400)		
a qualifying child, atlach	41a	Earned in	come credit (EIC).		41a			NO		
Schedule EIC.	b	Nontaxabl	e combat pay election. 41	b						
	42	Additional	child tax credit. Attach Form	8812.	42					
	43	American	opportunity credit from Form	8863, line 14.	43	***************************************				
	44	Add lines	38, 39, 40, 41a, 42, and 43. T	hese are your total	payments.			▶ 44		400
Deficed	45		more than line 37, subtract l			***************************************			***************************************	100
Refund		This is the	amount you overpaid.					45		400
Direct	46a		line 45 you want refunded to	o vou. If Form 8888	is attached	. check here	▶	46a		400
deposit? See	₽b	Routing	XXXXXXXXXX					L		100
instructions		number -					90			
and fill in 46b, 46c,	≯ d	Account [x x x x x x x x x	XXXXXX	VV	प्राप				
and 46d or	47		line 45 you want applied to		LIAIAI	AIAI				
Form 8888.	•••	2011 estir		,00.	47					
A	48		ou owe, Subtract line 44 from	n line 37. For details		0.21				
Amount	70	see instru		if the St. For details	on now to	pay,		▶ 48		
you owe	49		tax penalty (see instructions)		49			40		
			allow another person to disc			o inctr\2	I Ivaa	Complete	the fellowing	Tarlar-
Third party			and another person to disc			e msu):		Complete	the following.	XNo
designee	De ▶	isignae's name			hone no		Personal idei			
				Р			number (PIN			
Sign	800	d belief, they are	perjury, I declare that I have examined true, correct, and accurately list all ar	nounts and sources of inco	me I received.	s and statements during the tax ve	, and to the bes ar Declaration	st of my knowle of preparer (c	adge ither	
here	tha	in the taxpayer)	s based on all information of which the	a prepater has any knowlet	ige .					
Joint return? See page 13.		ur signature		Date	Your occupa			D.	aytime phone numbe	61
Кеер а сору	*	<u>0578</u>		10-03-2013	PROJ	ECT MA	NAGER			
for your	Sp	ouse's signature	if a joint return, both must sign.	Date	Spouse's oc	scupation		<u></u>		
records.					<u> </u>			120		
	Pre	eparer's signatur	e		Date		Check 🏲	X (P	TIN	
						16-201	g self-employs	ed	P0039197	12
Paid	Pri	int/Type prepare	's name ROBERT S SI	EMONIAN CPA	Ą					
preparer	Fin	m's name		EMONIAN CPA	4			Firm's ElN	▶95-4514	4704
use only	Firr	n's address	▶ PO BOX 560.	5				Phone no.		
			Ventura, C	A 93005				8	05-659-5	5344
EEA									Form 1040A	(2010)

Form **8880**

Credit for Qualified Retirement Savings Contributions

OMB No. 1545-0074

2010

Attachment
Sequence No. 54

Your social security number

Department of the Treasury Internal Revenue Service Name(s) shown on return

THOMAS A PICKENS

A PICKENS
You cannot take this credit if either of the following applies.

• The amount on Form 1040, line 38; Form 1040A, line 22; or Form 1040NR, line 37 is more than \$27,750 (\$41,625 if head of CAUTION! household; \$55,500 if married filing jointly).

• The person(s) who made the qualified contribution or elective deferral (a) was born after January 1, 1993, (b) is claimed as a dependent on someone else's 2010 tax return, or (c) was a student (see instructions).

						(a) You		(b) Your spouse
1			butions for 2010. Do not				13 46 476 13 14 47	
					1	······	_	
2		* *	r other qualified employer	, ,				
			01(c)(18)(D) plan contribut			40 50		
_		,	• • • • • • • • • • • • • •		2	13,50		
3					3	13,50	10	
4			ifter 2007 and before the					
			2010 tax return (see instru					
		-	oth spouses' amounts in b					
			on		4			
5			ero or less, enter -0- · ·		5	13,50	0	
6			Her of line 5 or \$2,000 •		6	2,00	0	
7			ero, stop ; you cannot take			• • • • • • • • •	. 7	2,000
8			040, line 38*; Form 1040A					
	Form 1040NR.	line 37 • • • •		• • • • • • • • • • • • •	8	9,60	0	
9	Enter the applic	cable decimal ai	nount shown below.					
	·		***************************************				.	
	If line	8 is -	, A	and your filing status is	-			
			Married	Head of	Single	. Married filing		
	Over -	But not over -	filing jointly	household		parately, or		
		0,461 -	Enter on	line 9 -	Qualif	ying widow(er)		
	***	\$16,750	.5	.5		.5		
	\$16,750	\$18,000	.5	.5		.2		
	\$18,000	\$25,125	.5	.5		.1	9	× 0.50
	\$25,125 \$27,000	\$27,000 \$27,750	.5 .5	.2		.1	100.00	1
	\$27,750	\$33,500	.5	.1	1	.1 .0		
	\$33,500	\$36,000	.2	.1	l	.0		
	\$36,000	\$41,625	.1	.1	İ	.0		
	\$41,625	\$55,500	.1	.0	ł	.0		
	\$55,500		.0	.0		.0		
	L	L	- 16 Can O In annual address	and the last of th	<u> </u>			
10	Multiply line 7 to		e; If line 9 is zero, stop; yo				10.0000	1 000
							• 10	1,000
11			040, line 46; Form 1040A,			_		
				_	11	2	6	
12	1040 filers:		of your credits from lines	47 through 49,				
		and Schedule						1
			of your credits from lines 2					
	1040NR filers:	Enter the total	of your credits from lines	45 and 46.	12			
13	Subtract line 12	2 from line 11. If	zero, stop; you cannot ta	ke this credit • • • • •			• 13	26
14	Credit for qual	lified retiremen	t savings contributions.	Enter the smaller of fine	10 or line	13		
	here and on Fo	rm 1040, line 50); Form 1040A, line 32; or	Form 1040NR, fine 47			. 14	26
							L	<u> </u>

*See Pub. 590 for the amount to enter if you are filing Form 2555, 2555-EZ, or 4563 or you are excluding income from Puerto Rico.

For Paperwork Reduction Act Notice, see your tax return instructions.

EEA

Form 8880 (2010)

Form 8879	IRS e-file Signature Authorizatio	2	OMB No. 1545-0074
F000 00/3	Do not send to the IRS. This is not a tax return		
Department of the Treasury Internal Revenue Service	Keep this form for your records. See instruction		2010
Declaration Control Nun	hber (DCN)		
Taxpayer's name	00-950884-000221	Social security number	
	S A PICKENS	Social Socially Reliates	
Spouse's name	O A LIOIBIO	Spouse's social security nu	meer
	urn Information - Tax Year Ending December 31, 2010 (W		
·	income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4) • •	}	9,600
, ,	1040, line 60: Form 1040A, line 37, Form 1040EZ, line 11) • • • • • • • • • • • • • • • • • •	L	2
	040, fine 74a; Form 1040A, line 46a; Form 1040EZ, line 12a; Form 1040-SS,	ļ	4 400
	e (Form 1040, line 76; Form 1040A, line 48; Form 1040EZ, line 13) • • • •	-	5 400
Part II Taxpay	er Declaration and Signature Authorization (Be sure you g	et and keep a copy	of your return)
ongrator (ERO) to send my ret (b) the reason for any delay in plana in Agent to mitide an AC software for payment of my Fee this account. If further understan Payment System (EFTPS), In o This authorization is to remain a contact, the U.S. Treasury Finainstitutions involved in the processing the property of the process	from my electronic income tax return. I consent to allow my intermediate service provides, transmitte um to the IRS and to receive from the IRS (a) an acknowledgement of recept or reason for rejurcossing the return or refund, and (c) the date of any refund, if applicable, I authorize the U.S Hilled electronic funds withorized (direct debit) entry to the financial institution account indicated in the taxeral taxes owned on this return and/or a payment of estimated institution account indicated in the taxeral taxes owned and an apply to future Federal tax payments that I direct to be debited through in other for me to installe future payments, I request that he IRS send me a personal identification number full force and effect until 1 notify that U.S. Treasury Financial Agent to terminate the authorization. To rocal Agent at 1-889-353-4537 no later finan 2 business days prior to the payment (settlement) date. I sessing of the electronic payment of taxes to receive confidential information necessary to answer and processes of the processor of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the processor of the terminate of the	ection of the transmission. Treasury and its designated in preparation the entry to a Electronic Federal Tax or (PN) to access EFTPS revoke a payment, it must also authorize the financial ries and resolve issues.	
as my signature	ERT S SEMONIAN CPA to enter or generate my Pi ERO firm name on my tax year 2010 electronically filed income tax return. IN as my signature on my tax year 2010 electronically filed income tax return, r own PIN and your return is filed using the Practitioner PIN method. The ERO	Enter five numbers, but do not enter all zeros. Check this box only if yo	u
San and Bible of and			
Spouse's PIN: check o	ne box only to enter or generate my PI	N.	
	ERO firm name	Enter five numbers, but	
as my signature	on my tax year 2010 electronically filed income tax return.	do not enter all zeros	
	N as my signature on my tax year 2010 electronically filed income tax return. In PIN and your return is filed using the Practitioner PIN method. The ERO m		
Spouse's signature		Date >	
	Practitioner PIN Method Returns Only - cor	ntinue below	
Part III Certific	ation and Authentication - Practitioner PIN Method Only		
ERO's EFIN/PIN. Enter	your six-digit EFIN followed by your five-digit self-selected PIN.	950884-9876	65 er all zeros
certify that the above n	umeric entry is my PIN, which is my signature for the tax year 2010 electronic		
	above. I confirm that I am submitting this return in accordance with the require		
	1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax		•
ERO's signature		Date > 09-16-20	018
	ERO Must Retain This Form - See Instruction	ns	····
	Do Not Submit This Form to the IRS Unless Requeste		
For Paperwork Reducti	on Act Notice, see your tax return instructions.	EEA	Form 8879 (2010)

Form 9325 (Rev. January 2011)

Department of the Treasury - Internal Revenue Service

Acknowledgement and General Information for

	laxpayers who file Returns Electronically						
Tha	Thank you for participating in IRS e-file. THOMAS A PICKENS Taxpaver Name						
	, ,						
	<u>9517</u>	QUEEN CHARLOTTE DR					
	Taxpayer	r Address (optional)					
	LAS	VEGAS, NV 89145					
1. X	Your federal income tax return for 2010	was filed electronically with the FRESNO					
	Submission Processing Center. The electronic filing services v	were provided by ROBERT S SEMONIAN CPA					
		nossil s sullonian sil					
2. X	Your return was accepted on 10-14-2011using a Per	rsonal Identification Number (PIN) as your electronic					
	signature. You entered a PIN or authorized the Electronic Retu						
	for you. The Declaration Control Number (DCN) assigned to y						
	,	00930004000221					
3.	Your return was accepted on . Please :	allow 4-6 weeks for the processing of your return.					
٠٠ لــا	The Earned Income Credit or a dependent's exemption on you						
	child's name and social security number mismatch.	ar return may be reduced or disanowed due to a					
	oma s hame and social security number mismater.						
, \square	Your electronic funds withdrawal payment was accepted.						
الــا							
5.	Your electronic funds withdrawal payment was not accepted.	Value at all the being a few to the					
ــا ؞	due date. You may see your payment options in the "If You Or						
	due date Tod may see your payment options in the 11 Tod Or	we rax section.					
ء ا	Your Form 4868, Application for Automatic Extension of Time	G FROM O TOP 14 OF COUNTY OF COUNTY					
o. 🗀							
	***************************************	Control Number (DCN) assigned to your extension					
	ÎS .						
	PLEASE DO NOT SEND A PAPER COPY	OF YOUR RETURN TO THE IRS.					

IF YOU DO, IT WILL DELAY THE PROCESSING OF THE RETURN.

If You Need to Make a Change to Your Return

If you need to make a change or correct the return you filed electronically, you should send a Form 1040X, Amended U.S. Individual Income Tax Return, to the IRS Submission Processing Center that processes paper returns for your area. The address is available at www.irs.gov, or you can call the IRS toll-free at 1-800-829-1040.

If You Need to Ask About Your Refund

The IRS notifies your Electronic Return Originator (ERO) when your return is accepted, usually within 48 hours. If your return was not accepted, the IRS notifies your ERO of the reasons for rejection. If it has been more than three weeks since the IRS accepted your return and you have not received your refund, go to www.irs.gov and click on "Where's My Refund?" to view your refund status. Exception: If box 3 above is checked, please allow 4 to 6 weeks for processing of your return. A notice will be sent to you advising of changes to your return.

Also, you can call the TeleTax line at 1-800-829-4477, for automated refund information. You should have available the first social security number shown on your return, your filing status, and the exact amount of the refund you expect. TeleTax gives you the date for mailing or depositing your refund. You should receive your refund check within 30 days of the date given by TeleTax, or within one week of that date, if you chose direct deposit. If you do not receive it by then, or if TeleTax does not give your refund information, call the Refund Hotline at 1-800-829-1954.

Form 9325 (Rev 1-2011)

The IRS uses refunds to cover overdue taxes and notifies you when this occurs. The Financial Management Service (FMS) offsets refunds through the Treasury Offset Program (TOP) to cover past due child support, federal agency non-tax debts such as student loans and state income tax obligations. FMS sends you an offset notice if it applies your refund or part of your refund to non-tax debts. If you have questions about the offset, contact the agency identified in the notice. You may also call the Treasury Offset Program Call Center at 1-800-304-3107, if you have additional questions.

If You Owe Tax

If your return has a balance due, you must pay the amount you owe by the prescribed due date. If you paid by electronic funds withdrawal (direct debit) or by credit card, no voucher is needed. To use your credit card or debit card to pay by phone or Internet, you may call, 1-888-PAY-1040 (1-888-729-1040), 1-888-9-PAY-TAX (1-888-972-9829), or 1-888-UPAY-TAX (1-888-972-9829), or visit www.pay1040.com, www.payUSAtax.com, or www officialpayments com/fed. The service providers will charge a convenience fee based on the amount of taxes you are paying. The fees and the type of credit or debit cards accepted may vary between providers. You will be told the amount of the fee during the transaction and you will be given the option to either continue or end the transaction. To learn more about credit and debit card payment options visit, www.irs.govie-pay.

If you are not paying electronically, you may use the Form 1040-V, Payment Voucher. You will receive the payment voucher in the mail or you can obtain it from your Electronic Return Originator. If the IRS does not receive your payment by the prescribed due date, you will receive a notice that requests full payment of the tax due, plus penalties and interest, if you can not pay the amount in full, complete Form 9465, installment Agreement Request, which you may file electronically. To apply for an installment agreement online, go to www.irs.gov. You may also order Form 9465 by calling 1-800-TAX-FORM (1-800-829-3676). If approved, the IRS charges a user fee to set up an installment agreement.

If You Need to Inquire About Your Electronic Funds Withdrawal Payment

You may call 1-888-353-4537, to inquire about the status of an electronic funds withdrawal payment. If there is a change to the bank account information included on your return, you should call this number to cancel a scheduled payment. You should have available the social security number of the first person listed on the tax return, the payment amount, and the bank account number. Cancellation requests must be received no later than 8.00 p.m. Eastern time, two business days prior to the scheduled payment date.

Refund Anticipation Loans

A refund anticipation loan is money borrowed from a lender based on the refund you expect to receive. This toan is a contract between you and a lender. The IRS is not associated with this contract, nor does it grant or deny the loan. If you have questions about a refund anticipation loan, contact your Electronic Return Originator or the lender.

Instructions to Electronic Return Originators

Line 2 - PIN Presence Indicator - Check box 2 if the taxpayer entered a PIN or authorized the ERO to enter or generate the PIN for the taxpayer, and the Acknowledgement File PIN Presence Indicator is a 1, 2, or 3. Form 8879, IRS e-file Signature Authorization, is required if the ERO enters or generates the PIN or if the Practitioner PIN method is used.

Use Form 8453, U.S. Individual Income Tax Transmittal for an IRS e-file Return, to send required paper forms or supporting documentation listed next to the form check boxes (do not send Forms W-2, W-2G, or 1099-R).

Line 3 - Exception Processing - Check box 3 if the Acknowledgement File Acceptance Code equals "E." The acceptance code indicates that this return has been previously rejected and this subsequent submission still has invalid data.

Line 4 - Payment Acknowledgement Literal - Check box 4 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field equals "PYMNT RQST RECD."

Line 5 - Payment Acknowledgement Literal - Check box 5 if the taxpayer requested to use electronic funds withdrawal to pay the balance due, and the Acknowledgement File Payment Acknowledgement Literal field does not equal "PYMNT RQST RECD." If box 5 is checked, inform the taxpayer that he/she must pay by check, money order, debit card, or credit card.

Note: EROs can use the Acknowledgement File information, translated by the transmitter, to complete Form 9325

Federal Supporting Statements	2010
Name(s) as shown on return THOMAS A PICKENS	Your Social Security Number
	——————————————————————————————————————
SCHEDULE A - LINE 11 - 1098 WITH DIFF NAME/AD	STATEMENT # 1
DANKA MICHAELS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145	

STATMENT.LD