

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;

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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

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ATTORNEYS FOR APPELLANT

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Plaintiff’s Trial Exhibit 50 - 2015 1065 Income Tax Return for Patience One LLC	02/14/2020	XXVIII/ AA06590-06672
Plaintiff’s Trial Exhibit 51 - 2016 1065 Income Tax Return for Patience One LLC	02/14/2020	XXVIII/ AA06673-06691
Plaintiff’s Trial Exhibit 52 - 2008 1120 Income Tax Return for Blue Point Development LLC	02/14/2020	XXVIII/ AA06692- XXIX/ AA06759
Plaintiff’s Trial Exhibit 53 - 2009 1120 Income Tax Return for Blue Point Development LLC	02/14/2020	XXIX/ AA06760-06832
Plaintiff’s Trial Exhibit 54 - 2010 1120 Income Tax Return for Blue Point Development LLC	02/14/2020	XXIX/ AA06833-06862
Plaintiff’s Trial Exhibit 55 - 2011 1120 Income Tax Return for Blue Point Development LLC	02/14/2020	XXIX/ AA06863-06912
Plaintiff’s Trial Exhibit 56 - 2012 1120 Income Tax Return for Blue Point Development LLC	02/14/2020	XXIX/ AA06913-06930
Plaintiff’s Trial Exhibit 57 - 2013 1120 Income Tax Return for Blue Point Development LLC	02/14/2020	XXIX/ AA06931-06962
Plaintiff’s Trial Exhibit 58 - 2014 1120 Income Tax Return for Blue Point Development LLC	02/14/2020	XXIX/ AA06963-06998

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Plaintiff's Trial Exhibit 60 - 2016 1120 Income Tax Return for Blue Point Development LLC	02/14/2020	XXX/AA07000
Plaintiff's Trial Exhibit 63 - Wells Fargo Business Checking #9112 titled in the name of Blue Point Development 05/29/2014 through 12/31/2014	02/14/2020	XXX/AA07001- 07002
Plaintiff's Trial Exhibit 65 - Wells Fargo Business Checking #9112 titled in the name of Blue Point Development 01/01/2015 through 12/31/2015	02/14/2020	XXX/AA07003- 07006
Plaintiff's Trial Exhibit 67 - Wells Fargo Business Checking #9112 titled in the name of Blue Point Development 01/01/2016 through 12/31/2016	02/14/2020	XXX/AA07007- 07008
Plaintiff's Trial Exhibit 69 - Wells Fargo Business Checking #9112 titled in the name of Blue Point Development 01/01/2017 through 12/31/2017	02/14/2020	XXX/AA07009- 07010
Plaintiff's Trial Exhibit 70 - Wells Fargo Business Checking #9112 titled in the name of Blue Point Development 01/01/2018 through 12/31/2018	02/14/2020	XXX/AA07011
Plaintiff's Trial Exhibit 71 - Wells Fargo Business Checking #9112 titled in the name of Blue Point Development 01/01/2019 through 04/30/19	02/14/2020	XXX/AA07012- 07013
Plaintiff's Trial Exhibit 74 - Wells Fargo 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/AA07014

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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

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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

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Plaintiff's Trial Exhibit 100 - American Express Statements #63006 titled in the name of Thomas Pickens 12/09/13 through 12/08/14	02/14/2020	XXX/AA07240-07247
Plaintiff's Trial Exhibit 101 - American Express Statements #63006 titled in the name of Thomas Pickens 12/09/14 through 12/08/15	02/14/2020	XXX/AA07248-07250
Plaintiff's Trial Exhibit 102 - American Express Statements #63006 titled in the name of Thomas Pickens 12/09/15 through 12/08/16	02/14/2020	XXXI/AA07251-07255
Plaintiff's Trial Exhibit 103 - American Express Statements #63006 titled in the name of Thomas Pickens 12/09/16 through 12/08/17	02/14/2020	XXXI/AA07256-07258
Plaintiff's Trial Exhibit 104 - American Express Statements #63006 titled in the name of Thomas Pickens 01/08/18 through 12/07/18	02/14/2020	XXXI/AA07259
Plaintiff's Trial Exhibit 105 - American Express Statements #63006 titled in the name of Thomas Pickens 12/08/18 through 05/08/19	02/14/2020	XXXI/AA07260
Plaintiff's Trial Exhibit 106 - American Express #51001 titled in the name of Blue Point Development 12/05/12 through 12/20/13	02/14/2020	XXXI/AA07261-07262
Plaintiff's Trial Exhibit 107 - American Express #51001 titled in the name of Blue Point Development 12/21/13 through 12/19/14	02/14/2020	XXXI/AA07263
Plaintiff's Trial Exhibit 108 - American Express #51001 titled in the name of Blue Point Development 12/20/14 through 12/20/15	02/14/2020	XXXI/AA07264-XXXII/AA07516
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Plaintiff’s Trial Exhibit 111 - American Express #51001 titled in the name of Blue Point Development 12/21/17 through 12/20/18	02/14/2020	XXXII/AA 07686-07687
Plaintiff’s Trial Exhibit 112 - American Express #51001 titled in the name of Blue Point Development 12/21/18 through 04/19/19	02/14/2020	XXXII/AA 07688-07689
Plaintiff’s Trial Exhibit 113 - Bank of America Bank Statements #2561 titled in the name of Blue Point Development 10/29/12 through 02/28/14	02/14/2020	XXXII/AA 07690-07691
Plaintiff’s Trial Exhibit 114 - Bank of America Bank Statements #0222 titled in the name of Patience One LLC 11/01/12 through 12/31/13	02/14/2020	XXXII/AA 07692-07693
Plaintiff’s Trial Exhibit 115 - Wells Fargo Visa #0648 titled in the name of Thomas Pickens 06/06/17 through 12/08/17	02/14/2020	XXXII/AA 07694-07695
Plaintiff’s Trial Exhibit 116 - Wells Fargo Visa #0648 titled in the name of Thomas Pickens 12/09/17 through 12/07/18	02/14/2020	XXXII/AA 07696-07698
Plaintiff’s Trial Exhibit 117 - Wells Fargo Visa #0648 titled in the name of Thomas Pickens 12/08/18 through 05/08/19	02/14/2020	XXXII/AA 07699-07700
Plaintiff’s Trial Exhibit 118 - Wells Fargo Checking #8952 titled in the name of Thomas Pickens 10/16/18 through 12/31/18	02/14/2020	XXXII/AA 07701-07702
Plaintiff’s Trial Exhibit 119 - Wells Fargo Checking #8952 titled in the name of Thomas Pickens 01/01/19 through 04/30/19	02/14/2020	XXXII/AA 07703-07704
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Plaintiff’s Trial Exhibit 127 - Southwest Pension Services – Danka Michaels. Statements 09/03/2013 and 12/31/13	02/14/2020	XXXII/AA 07708- XXXIII/AA 07769
Plaintiff’s Trial Exhibit 128 - Valic – Danka Michalecko statements 9/30/13, 12/31/13, and 9/30/15	02/14/2020	XXXIII/AA 07770-07772
Plaintiff’s Trial Exhibit 129 - Pinnacle Health Systems – Danka K. Michaels. Statements 9/30/13 and 12/31/13	02/14/2020	XXXIII/AA 07773-07778
Plaintiff’s Trial Exhibit 132 - Danka Michaels Pinnacle Health Systems Statement 7/1/15	02/14/2020	XXXIII/AA 07779-07780
Plaintiff’s Trial Exhibit 133 - Bank of the West – 2015 Porsche statement 12.2.14	02/14/2020	XXXIII/AA 07781-07841
Plaintiff’s Trial Exhibit 134 - Life Insurance Statement 11/25/15	02/14/2020	XXXIII/AA 07842-07849
Plaintiff’s Trial Exhibit 138 - Thomas Pickens UBS Retirement statements dated June 2017 and October-December 2017 (Supplemental Response to Request for Production No. 16.)	02/14/2020	XXXIII/AA 07850-07857
Plaintiff’s Trial Exhibit 144 - JP Morgan Statements, Danka K. Michaels IRA, August 31, 2019 through September 30, 2019	02/14/2020	XXXIII/AA 07858-07866
Plaintiff’s Trial Exhibit 146 - Plaintiff email dated April 3, 2014	02/14/2020	XXXIII/AA 07867-07919
Plaintiff’s Trial Exhibit 147 - Plaintiff email dated August 26, 2014	02/14/2020	XXXIII/AA 07920-07922
Plaintiff’s Trial Exhibit 148 - Plaintiff email dated May 22, 2013	02/14/2020	XXXIII/AA 07923-07930
Plaintiff’s Trial Exhibit 149 - Plaintiff email dated July 9, 2012	02/14/2020	XXXIII/AA 07931-07933

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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
Defendant’s Trial Exhibit A – Plaintiff’s Response to Defendant’s First Request for Production of Documents and Tangible Things from Plaintiff (with certain attachments thereto)	02/14/2020	XXXIV/AA 08249
Defendant’s Trial Exhibit C – Documentation of \$450,000 loan taken by Danka K. Michaels, M.D., PC for tenant improvements	02/14/2020	XXXIV/AA 08250- XXXV/AA 08257
Defendant’s Trial Exhibit G – Records produced by Equity Title, LLC, in response to Subpoena Duces Tecum for Blue Mesa property (Affidavit and relevant documents)	02/14/2020	XXXV/AA 08258-08270
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Defendant’s Trial Exhibit M – Notice of Entry of Findings of Fact and Conclusions of Law filed on June 1, 2018 in the matter of <i>Bluepoint Development Inc. v. Patience One, LLC</i>	02/14/2020	XXXVI/AA 08572- XXXVII/AA 08867
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Appendix of Exhibits in Support of Defendant’s Motion for Summary Judgement, to Dismiss, for Protective Order and for Attorney Fees	08/01/2019	III/AA00567-IV/AA00702
Appendix of Exhibits in Support of Defendant’s Motion to Compel Discovery Responses	04/22/2019	II/AA00398-00440
Appendix of Exhibits in Support of Defendant’s Motion to Dismiss	11/29/2017	I/AA00025-00044

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Appendix of Exhibits to Plaintiff's Opposition 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)	08/19/2019	V/AA00763-00813
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Certificate of Service	01/09/2019	II/AA00359-00360
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Declaration of Service Shannon L. Evans	08/03/2018	I/AA00244
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Defendant's Trial Exhibit C – Documentation of \$450,000 loan taken by Danka K. Michaels, M.D., PC for tenant improvements	02/14/2020	XXXIV/AA 08250-XXXV/AA 08257
Defendant's Trial Exhibit G – Records produced by Equity Title, LLC, in response to Subpoena Duces Tecum for Blue Mesa property (Affidavit and relevant documents)	02/14/2020	XXXV/AA 08258-08270
Defendant's Trial Exhibit J – Plaintiff's Decree of Divorce filed June 26, 2021	02/14/2020	XXXV/AA 08271
Defendant's Trial Exhibit K – Blue Point Development account statement and record produced by Wells Fargo Bank, in response to Subpoena Duces Tecum	02/14/2020	XXXV/AA 08272
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Notice of Entry of Stipulation and Order to Vacate Discovery Hearing	06/19/2019	III/AA00560-00564
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Plaintiff's Objection to Defendant Danka K. Michaels' Memorandum of Fees and Costs	09/07/2021	XIII/AA02823-02854
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Plaintiff's Rebuttal to Defendant's Closing Argument	06/15/2021	XI/AA02489-XII/AA02524
Plaintiff's Request for the Court to Take Judicial Notice Pursuant to NRS 47.130	02/10/2020	V/AA00951-00954

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Plaintiff's Request for the Court to Take Judicial Notice Pursuant to NRS 47.130	04/23/2021	XI/AA02835-02406
Plaintiff's Request for the Court to Take Judicial Notice Pursuant to NRS 47.130	04/23/2021	XI/AA02407-02424
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Plaintiff's Response and Opposition to Defendant's Motion to Compel Discovery Responses	05/13/2019	II/AA00496-III/AA00516
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Plaintiff’s Trial Exhibit 116 - Wells Fargo Visa #0648 titled in the name of Thomas Pickens 12/09/17 through 12/07/18	02/14/2020	XXXII/AA 07696-07698
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Plaintiff’s Trial Exhibit 127 - Southwest Pension Services – Danka Michaels. Statements 09/03/2013 and 12/31/13	02/14/2020	XXXII/AA 07708- XXXIII/AA 07769
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Plaintiff’s Trial Exhibit 132 - Danka Michaels Pinnacle Health Systems Statement 7/1/15	02/14/2020	XXXIII/AA 07779-07780
Plaintiff’s Trial Exhibit 133 - Bank of the West – 2015 Porsche statement 12.2.14	02/14/2020	XXXIII/AA 07781-07841
Plaintiff’s Trial Exhibit 134 - Life Insurance Statement 11/25/15	02/14/2020	XXXIII/AA 07842-07849
Plaintiff’s Trial Exhibit 138 - Thomas Pickens UBS Retirement statements dated June 2017 and October-December 2017 (Supplemental Response to Request for Production No. 16.)	02/14/2020	XXXIII/AA 07850-07857
Plaintiff’s Trial Exhibit 14 - 2010 1040 Income Tax Return for Thomas A. Pickens	02/14/2020	XV/AA03263- 03319
Plaintiff’s Trial Exhibit 144 - JP Morgan Statements, Danka K. Michaels IRA, August 31, 2019 through September 30, 2019	02/14/2020	XXXIII/AA 07858-07866
Plaintiff’s Trial Exhibit 146 - Plaintiff email dated April 3, 2014	02/14/2020	XXXIII/AA 07867-07919
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Plaintiff’s Trial Exhibit 148 - Plaintiff email dated May 22, 2013	02/14/2020	XXXIII/AA 07923-07930
Plaintiff’s Trial Exhibit 149 - Plaintiff email dated July 9, 2012	02/14/2020	XXXIII/AA 07931-07933
Plaintiff’s Trial Exhibit 15 - 2011 1040 Income Tax Return for Thomas A. Pickens	02/14/2020	XV/AA03320- 03372
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Plaintiff's Trial Exhibit 153 - Plaintiff email dated June 30, 2014	02/14/2020	XXXIV/AA 08019-08202
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Plaintiff's Trial Exhibit 19 - 2015 1040 Income Tax Return for Thomas A. Pickens	02/14/2020	XV/AA03495- XVI/AA03543
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Plaintiff’s Trial Exhibit 46 - 2017 1120S Income Tax Return for Danka K. Michaels MD, PC	02/14/2020	XXV/AA005935- XXVI/AA06106
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Plaintiff’s Trial Exhibit 67 - Wells Fargo Business Checking #9112 titled in the name of Blue Point Development 01/01/2016 through 12/31/2016	02/14/2020	XXX/AA07007- 07008
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Plaintiff’s Trial Exhibit 7 - Affidavit of Custodian of Records and file from First American Title Company—purchase of 9517 Queen Charlotte Drive, Las Vegas, Nevada 89145 on October 7, 2004	02/14/2020	XIV/AA03137- 03150

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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
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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

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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
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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	01/28/2020	V/AA00892- 00898
Trial Subpoena Shannon L. Evans, Esq.	01/28/2020	V/AA00899- 00905

Send Result Report

MFP

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23

11/19/2014 09:35
[2LF_1000.005.003] [2K9_1100.002.001] [2LC_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 am

Ⓢ 702
255-0601

Attn: Samantha

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	OK	200x100 Normal/On

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 am

ⓔ 702
255-0601

Attn: Samantha

PATIENT CONSULTATION / REFERRAL

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

DIAGNOSIS: SEVERE EAR PAIN 382.9
DR. NAME: DR. SIKAND 1477519825 & ASSOCIATES
Address: 7040 SMOKE RANCH RD
PHONE: 702-792-6700
FAX: 702-792-7198

No Anesthesia
needed
per. Erika
@ Aetna

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

Requesting Provider: Michaels, Danka K. - 1730151044

Member ID:

Member DOB: 10/05/1956

Member Last Name: pickens

Member First Name: thomas

Member Is: Choose One

[Search](#) [Exit](#) [Clear](#)

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	---

Send Result Report

MFP

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23



08/08/2014 14:48
[2LF_1000.005.003] [2K9_1100.002.001] [2LG_7000.005.010]

Job No.: 031847 Total Time: 0°00'17" Page: 001

Complete

Document: doc03184720140808144544

OnCallData - Script Page 1 of 2

OnCallData™
o n c a l l d a t a . c o m

Danka Michaels, M.D.

DEA BM5019977
NPI 1730151044
Phone: 702-869-6190 / Fax: 702-869-6199
Entered By: Ileri Paque

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

- Ambien 10 mg Dispense ninety (**90**) - Ambien 10 mg Dispense ninety (**90**) - Ambien 10 mg Dispense ninety (**90**) - Ambien 10 mg Dispense ninety (**90**) -

Thomas A Pickens

DOB 5-OCT-1956 — Male
9517 QUEEN CHARLOTTE DR
LV, NV 89145
702-360-3163
Member ID: 194184602

R 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

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	08/08/14 14:48	7023522071	0°00'17"	FAX	OK	200x100 Normal/On

OnCallData™

o n c a l l d a t a . c o 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

-Ambien 10 mg Dispense ninety (**90**) - Ambien 10 mg Dispense ninety (**90**) - Ambien 10 mg Dispense ninety (**90**) - Ambien 10 mg Dispense ninety (**90**) -

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

R 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

(signature)

Send Result Report

MFP

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]

Job No.: 031841 Total Time: 0°00'17" Page: 001

Complete

Document: doc03184120140808144055

OnCallData - Script Page 2 of 2

OnCallData™

o n c a l l d a t a . c o 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

- Xanax 0.5 mg Dispense three hundred sixty (**360**) - Xanax 0.5 mg Dispense three hundred sixty (**360**) - Xanax 0.5 mg Dispense three hundred sixty (**360**)

Thomas A Pickens

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

Member ID: 194184602

R Aug. 8, 2014 1:59 PM (PDT)
Xanax 0.5 mg Oral Tablet
(Sch. 4 drug)
Dispense three hundred sixty (**360**) tablets—
Take two tablets by mouth three times every day
*** Refills
Substitution Allowed

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	08/08/14 14:42	7023522071	0°00'17"	FAX	OK	200x100 Normal/On

OnCallData™

o n c a l l d a t a . c o m

Danka Michaels, M.D.

DEA BM5019977

NPI 1730151044

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

Entered By: Ileri Paque

DANKA MICHAELS M.D.

3320 North Buffalo

Suite 106

Las Vegas, NV 89128

— Xanax 0.5 mg Dispense three hundred sixty (**360**) — Xanax 0.5 mg Dispense three hundred sixty (**360**) — Xanax 0.5 mg Dispense three hundred sixty (**360**) —**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**R** Aug. 8, 2014 1:59 PM (PDT)**Xanax 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
(signature)

Send Result Report

MFP

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23



05/03/2014 13:40
[2LF_1000.005.003] [2K9_1100.002.001] [2LG_7000.005.010]

Job No.: 025159

Total Time: 0°00'31"

Page: 002

Complete

Document: doc02515920140503133909

BluePoint Medical Group logo

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	Times	Type	Result	Resolution/ECM
001	05/03/14 13:39	7023522071	0°00'31"	FAX	OK	200x100 Normal/On



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: Costco

FAX NUMBER: 752-2071 DATE 5/3/14

NUMBER OF PAGES INCLUDING COVER: 2

COMMENTS: Refill Rx for Thomas Pickens
DOB 10/5/56

3320 N. Buffalo Drive, st. 106



o n c a l l d a t a . c o m

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

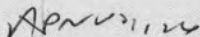
Order ID: S34121148C2008177

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



(signature)



Send Result Report

MFP

CS 3500i

Firmware Version 2LH_2F00.005.015 2013.04.23

[2LF_1000.005.003] [2K9_1100.002.001] [2LC_7000.005.010] 04/11/2014 13:28



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

FAX

ATTN: Lisandra

ATTENTION TO: DR. Edward Ashman
939-5013

FAX NUMBER: 258-5529

DATE 04.11.2014

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	04/11/14 13:24	7029395013	0°00'51"	FAX	OK	200x100 Normal/Off



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

Stephanie Ashman, M.D.
BC Internal Medicine

Roberto Carillo, RN, APN

FAX

ATTN: Lisandra
ATTENTION TO: DR. Edward Ashman

939-5013
FAX NUMBER: 258-5529 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

Requesting Provider: Michaels, Danka K. - 1730151044

Member ID: W194184602

Member DOB: 10/05/1956

Member Last Name:

Member First Name:

Member Is: Choose One

Search

Exit

Clear

Referral not required for this member's coverage

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	...

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

Requesting Provider: Michaels, Danka K. - 1730151044

Member ID: w 194184602Member DOB: 10/05/1956

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

Send Result Report

MFP

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



LAS VEGAS
SURGICAL
ASSOCIATES

www.lvsurgical.com

in Office:

0 West Sunset Rd., Suite 300
Vegas, NV 89148

Tel: 702-228-8834

Tel: 702-258-7788

Fax: 702-258-7787

Patient Name: Thomas Pickens

Home #: _____

Address: _____

Cell #: _____

Email: _____

Date of Birth: 10/6/1956

Age: _____

Reason For Consultation: SKIN MASS

Studies Done: NONE

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	03/10/14 09:01	7022587787	0°00'26"	FAX	OK	200x100 Normal/On



LAS VEGAS
SURGICAL
ASSOCIATES

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

Home #: _____

Address: _____

Cell #: _____

Date of Birth: 10/6/1954

Age: _____

Reason For Consultation: SCRP MASS

Studies Done: NONE

Urgency: ☐ STAT
☐ 1-2 weeks
☒ Routine

☐ CXR ☐ U/S ☐ Mamo
☐ CT ☐ MRI ☐ PET
☐ Other _____

Referring M.D. Dr. Danka K. Michaels M.D.

Phone #: 702-733-1000

Fax #: _____

Danka K. Michaels, MD
3320 N. Buffalo Drive, Suite 106
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 Banbury Cross Drive

Send Result Report
MFP
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

OnCallData - Script

Page 1 of 1

OnCallData™

o n c a l l d a t a . c o m

Roberto Carillo, N.P.

DEA MC2003008
NPI 1790916575
Phone: 702-869-6190 / Fax: 702-869-6199
Entered By: Ileri Pague

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

Ambien 10 mg Dispersal Tablet (1"30") — Ambien 10 mg Dispersal Tablet (1"30") — Ambien 10 mg Dispersal Tablet (1"30") — Ambien 10 mg Dispersal Tablet (1"30")

Thomas A Pickens

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

Member ID: 194184602

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



No.	Date and Time	Destination	Times	Type	Result	Resolution/ECM
001	10/22/13 10:39	7029465339	0°00'11"	FAX	OK	200x100 Normal/On

OnCallData™

o n c a l l d a t a . c o m

Roberto Carillo, N.P.**DEA MC2003008****NPI 1790916575****Phone: 702-869-6190 / Fax: 702-869-6199****Entered By: Ileri Paque****DANKA MICHAELS M.D.****3320 North Buffalo****Suite 106****Las Vegas, NV 89128**/ Ambien 10 mg Dispense thirty (***30***) — Ambien 10 mg Dispense thirty (***30***) — Ambien 10 mg Dispense thirty (***30***) — Ambien 10 mg Dispense thirty (***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

 
(signature)

Send Result Report

MFP

CS 3500i

Firmware Version 2LH_2F00.004.023 2012.09.07



07/17/2013 10:10
[2E1_1000_004:006] [2K9_1100:002_001] [2E1_C_7000_003_155]

Job No.: 005815

Total Time: 0"00'19"

Page: 002

Complete

Document: doc00581520130717100926

OnCallData - Script

Page 1 of 1

OnCallData™

o n c a l l d a t a . c o m

Roberto Carrillo, 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

*Ambien 10 mg Dispense ninety (90) tablets — Ambien 10 mg Dispense ninety (90) tablets — Ambien 10 mg Dispense ninety (90) tablets — Ambien 10 mg Dispense ninety (90) tablets

Thomas A Pickens

DOB 5-OCT-1956 — Gender Unknown

9517 QUEEN CHARLOTTE DR

LV, NV 89145

702-360-3163

Member ID: 194184602

R

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

No.	Date and Time	Destination	Times	Type	Result	Resolution/ECH
001	07/17/13 10:10	3522071	0"00'19"	FAX	OK	200x100 Normal/On

NHL29025/6 1

OnCallData™

o n c a l l d a t a . c o 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

* Ambien 10 mg Dispense ninety (**90**) — Ambien 10 mg Dispense ninety (**90**) — Ambien 10 mg Dispense ninety (**90**) — Ambien 10 mg Dispense ninety (**90*)**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**

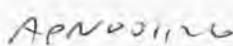
Jul. 17, 2013 10:06 AM (PDT)

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)



o n c a l l d a t a . c o 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

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

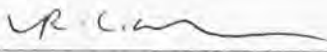
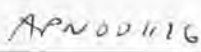
Member ID: 194184602

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

R 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)

TRANSMISSION VERIFICATION REPORT

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

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

DATE

10/1/09

TO

Dr. Ameli

FAX #

233-1001

FROM

Je

TOTAL PAGES

5

MESSAGE:

Re pt Thomas Pickens.(Lab results)

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

FACSIMILE TRANSMITTAL

DATE 10/1/09

TO Dr. Ameli

FAX # 233-1001

FROM JK

TOTAL PAGES 5

MESSAGE: Re pt Thomas Pickens.
(Lab results)

IF NOT RECEIVED IN ITS ENTIRETY OR IF THIS DOCUMENT IS ILLEGIBLE,
PLEASE CALL THE SENDER AT THE ABOVE NUMBERS. THE FAX YOU
RECEIVED IS CONFIDENTIAL IN NATURE INTENDED ONLY FOR THE ADDRESSEE.

FAXED BY: JK

TRANSMISSION VERIFICATION REPORT

TIME : 09/28/2009 15:03
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

DATE 9.28.09

TO Dr. Ameli

FAX # 233-2001

FROM Dr. Michaels

TOTAL PAGES

(3)

MESSAGE: Medication list Re: Thomas Pickens

DOB - 10-05-1956 ✓

DANKA K. MICHAELS M.D.
7373 PEAK DRIVE #160 LAS VEGAS, NV. 89128
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FACSIMILE TRANSMITTAL

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TO Dr. Ameli

FAX # 233-2001

FROM Dr. Michaels

TOTAL PAGES

(3)

MESSAGE: Medication list Re: Thomas Pickens

DOB-10-05-1956

11
✓

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PLEASE CALL THE SENDER AT THE ABOVE NUMBERS. THE FAX YOU
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FAXED BY:

Iren

OnCal/DataTM Script Report

Script Type: eRx, Refill, R, Un-coded or Freeform, uRx, History, iRx, Other, oRx, New Script, (blank)

Script Type: Electronic Refill, eRx, Refill, R, Un-coded or Freeform, uRx, History, iRx, Other, oRx, New Script, (blank)

Clinic: Last Name: PICKENS

Displaying: 7 Results

Order ID	Date	Script Type	Prescribing Physician	Member ID	Therapy / Regimen	Pharmacy
14399701					Zetia 10 mg Oral	
Order ID:	Sent:		Thomas A		Dispense ninety	ORDER
S1439970	8/21/2009		Pickens		(90) tablets--Take	P.O. Box 747000
1C200817	5:05 PM (PDT)	New	Entered By:	10/5/1956	one tablet by	Cincinnati, OH
7	Received:	Script	Danka	Member ID:	mouth every day --	45274-7000
	5:06 PM (PDT)		Michaels	935224350	For Mixed	voice, 800-211-1456
Current					Hyperlipidemia --	fax, 800-837-0959
Medication					3 Refills	
13919157					Mobic 7.5 mg	WALMART
Order ID:	Sent:		Danka	Thomas A	Oral Tablet	PHARMACY
S1391915	7/7/2009		Michaels	Pickens	Dispense ninety	3041 N Rainbow
7C200817	7:43 PM (PDT)	New	Entered By:	10/5/1956	(90) tablets--Take	Blvd
7	Received:	Script	Roberto	Member ID:	two tablets by	Las Vegas, NV
	7:43 PM (PDT)		Grillo	935224350	mouth every day -	89108
Current					- For	voice, 702-656-7331
Medication					Osteoarthritis -- 3	fax, 702-656-8305
					Refills	
13361787					Lisinopril 20	WALMART
Order ID:	Sent:		Danka	Thomas A	mg Oral Tablet	PHARMACY
S1336178	5/14/2009		Michaels	Pickens	Dispense ninety	3041 N Rainbow
7C200817	6:47 PM (PDT)	New	Entered By:	10/5/1956	(90) tablets--	Blvd
7	Received:	Script	Danka	Member ID:	Take one tablet	Las Vegas, NV
	6:47 PM (PDT)		Michaels	935224350	every day -- 3	89108
Current					Refills	voice, 702-656-7331
Medication						fax, 702-656-8305

<http://secure.instantdx.com/desktop.asp/scripts/search.cfm?PRINT=1&SCRIPTID=14399701> 8/18/2009

13361786
Order ID: S1336178
 6C200817
 7
Sent: 5/14/2009
 6:47 PM (PDT)
Received: 6:47 PM (PDT)
 Current
 Medication

Danka
 Michaels
Entered By: Danka
 Michaels
 Thomas A
 Pickens
 10/5/1956
 Member ID:
 935224350

New
 Script

**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
Sent: 5/14/2009
 6:47 PM (PDT)
Received: 6:48 PM (PDT)
 Current
 Medication

Danka
 Michaels
Entered By: Danka
 Michaels
 Thomas A
 Pickens
 10/5/1956
 Member ID:
 935224350

New
 Script

**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
Sent: 5/14/2009
 6:47 PM (PDT)
Received: 6:47 PM (PDT)
 Current
 Medication

Danka
 Michaels
Entered By: Danka
 Michaels
 Thomas A
 Pickens
 10/5/1956
 Member ID:
 935224350

New
 Script

**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

13361783
Order ID: S1336178
 3C200817
 7
Sent: 5/14/2009
 6:47 PM (PDT)
Received: 6:47 PM (PDT)
 Current
 Medication

Danka
 Michaels
Entered By: Danka
 Michaels
 Thomas A
 Pickens
 10/5/1956
 Member ID:
 935224350

New
 Script

**Colchicine 0.6
 mg Oral Tablet**
 Dispense ninety
 (90) tablets--
 Take one tablet
 by mouth twice
 every day -- For
 Gout Prevention --
 6 Refills

**WALMART
 PHARMACY**
 3041 N Rainbow
 Blvd
 Las Vegas, NV
 89108
 voice. 702-656-7331
 fax. 702-656-8305

Consumers - www.myuhc.com

Providers - www.unitedhealthcareonline.com

Date Issued: 09/04/08

This card does not prove membership nor guarantee coverage.

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



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

UnitedHealthcare

myuhc.com

medeo Rx Plan: 810014 Rx Grp: UNEALTH

Subscriber ID / Group Number
935224350 / 585721

DANKA MICHAELS MD PC

THOMAS A PICKENS
DANKA K MICHAELS

Card Number / Card Date
5201890109533727 / 09/12

Payer ID# - 87726

PCPOV/Urg Care/ER Copays
\$25/\$75/\$200

Spec OV Copay
\$50

ID#001

Choice Plus - UNITED HEALTHCARE INSURANCE COMPANY

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

PATIENT INFORMATION

LAST NAME: PICKENS MI: A FIRST: THOMAS
DOB: 10/5/56 GENDER: (M) F MARITAL STATUS: S (M) D W OTHER
HOME PH # 702 360 3163 CELL PHONE # 702 604 0038
STREET 9517 Quaker Charlotte APT# CITY: LAS VEGAS STATE NV ZIP 89145
EMPLOYER Station Casinos Inc
STREET CITY STATE ZIP
PHONE 277400538 SS#

GUARANTOR:

LAST NAME: MI: FIRST:
SS# DOB PHONE #:
STREET CITY STATE ZIP
EMPLOYER PHONE #:
STREET CITY STATE ZIP

EMERGENCY CONTACT

NAME DANKA MICHAELS PHONE 702 360 3163 CELL PHONE 702 604 0381
RELATIONSHIP Wife

NAME PHONE CELL PHONE
RELATIONSHIP

INSURANCE INFORMATION

PRIMARY INSURANCE

ADDRESS: CITY: STATE:
POLICY HOLDER NAME: DOB:
SS# RELATIONSHIP TO PATIENT:
POLICY HOLDER EMPLOYER:
POLICY # GROUP # DATE EFFECTIVE:

SECONDARY INSURANCE

ADDRESS CITY: STATE: ZIP:
POLICY HOLDER NAME: DOB:
SS# RELATIONSHIP TO PATIENT:
POLICY HOLDER EMPLOYER:
POLICY # GROUP # DATE EFFECTIVE:

The above information is complete and correct. I authorize treatment for the above patient. I hereby authorize release of information necessary to file a claim with my insurance company and I assign benefits otherwise payable to me to the doctor indicated on the claim. In the event of collection proceedings due to lack of payment on my part, I agree to pay any and all collection fees that be may added to my account in order to recover monies due to the doctor.

PATIENT SIGNATURE [Signature] DATE 7/11/2007 GUARANTOR SIGNATURE DATE

All professional services rendered are charged to the patient. The patient is responsible for all fees, regardless of insurance coverage.

TRANSMISSION VERIFICATION REPORT

TIME : 06/12/2009 12:47
 NAME :
 FAX :
 TEL :
 SER. # : M6J337055

DATE, TIME	06/12 12:46
FAX NO. /NAME	2583777
DURATION	00:00:58
PAGE(S)	04
RESULT	OK
MODE	STANDARD
	ECM

PLEASE BRING THIS REFERRAL TO YOUR APPOINTMENT.

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

Patient Name: THOMAS PICKENS Date: 06/12/09

Phone Number: 702-878-0393

Address: 2650 N. TENAYA WAY #301 LV, NV 89128

Doctor's Name: DR. BRADFORD

LT KNEE PAIN/LT KNEE SWELLING

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

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

DATE 3/16/09
TO: DR. Arneli'
FAX# 2331001
FROM: Rosa

TOTAL # OF PAGES 4

MESSAGE: Re: THOMAS PERKINS

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THE FAX YOU RECEIVED IS CONFIDENTIAL IN NATURE AND INTENDED ONLY FOR THE ADDRESSEE.

FAXED BY Rosa

7/3/2003



Name: THOMAS PICKENS
Member ID: 100019396
Group #: 230701
Medical/Dental/Vision
Dependents:
DANKA MICHAELS

Station Casinos, Inc. PPO Health Plan

Copays
PPO: Primary Office Visit - \$12.00
Specialist Office Visit - \$18.00
Non-PPO: 40% of eligible charges after deductible

Pharmacy Copays:
Generic: \$0
Brand: \$30
Non-Preferred: \$55



SIERRA HEALTHCARE OPTIONS, INC.
WWW.SIERRAHEALTHCAREOPTIONS.COM



Certain health services & emergency treatment will require Prior Authorization. Failure to obtain prior authorization will result in reduction of benefits.
Ciertos servicios de Salud y tratamiento de emergencia requieren una certificación o autorización médica. Falta de obtener la autorización resultara en la reducción de sus beneficios.

For Medical Prior Authorization, contact Fiserv Health at (866) 866-9445
For Mental Health Prior Authorization, contact BHO at (800) 873-2246

Send Paper Medical & Dental Claims to:	Send Vision Claims to:	Send Rx Claims to:
Fiserv Health PO Box 690450 San Antonio, TX 78269	Spectera, Inc Attn: Claims PO Box 26618 Baltimore, MD 21207-0618 (800) 638-3120	Rx Group: CATRX Bin #: 005847 Processor Control #: CLAIMCR
Send Electronic Claims to: WebMD/Envoy, THIN, or MCSI Payor #74223		Las Vegas (702) 869-4600 Outside Las Vegas (866) 869-4600
Provider inquiries/Prior Authorization (866) 866-9787		24-Hour MED-CALL Nurse Hotline (800) 300-6719
Eligibility/Prior Authorization/Claim (866) 866-9445		



CLASSES:
C = Cars/Vans/Pickups; may tow a veh < 10,000 lbs

ENDORSEMENTS:

RESTRICTIONS:



Certain health services & emergency treatment will require Prior Authorization. Failure to obtain prior authorization will result in reduction of benefits.
Ciertos servicios de Salud y tratamiento de emergencia requieren una certificación o autorización médica. Falta de obtener la autorización resultará en la reducción de sus beneficios.

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For Mental Health Prior Authorization, contact BHO at (800) 873-2246

Send Paper Medical & Dental Claims to: Fiserv Health PO Box 600450 San Antonio, TX 78269	Send Vision Claims to: Spectera, Inc Attn: Claims PO Box 26618 Baltimore, MD 21207-0618 (800) 638-3120	Send Rx Claims to: Rx Group: CATRX Bin #: 005947 Processor Control #: CLAIMCR Las Vegas (702) 869-4600 Outside Las Vegas (888) 869-4600
Send Electronic Claims to: WebMD/Envoy, THIN, or MCSI Payor #74223	Send MH/SA Claims to: BHO Attn: Claims Processing PO Box 14158 Las Vegas, NV 89114 (800) 873-2246	24-Hour MED-CALL Nurse Hotline (800) 300-6719
Provider Inquiries/Prior Authorization (866) 868-9787		
Eligibility/Prior Authorization/Claim (866) 868-9445		

NEVADA

05-26-2008

24160

DRIVER LICENSE

LIC# 4100268334

EXPIRES 10-05-2010

CLASS C

ENDORSE

RESTRICTIONS

BIRTH DATE 10-05-1956

SEX M

HEIGHT 5'00"

WEIGHT 246

EYES BRO

HAIR GRY

PICKENS, THOMAS ALLEN

9517 QUEEN CHARLOTTE DR

LAS VEGAS, NV 89145



Name: THOMAS PICKENS
Member ID: 100019396
Group #: 230701
Medical/Dental/Vision
Dependents:
DANKA MICHAELS

Station Casinos, Inc.
PPO Health Plan

Copays
PPO: Primary Office Visit - \$10.00
Specialist Office Visit - \$16.00
Non-PPO: 40% of eligible charges after deductible

Pharmacy Copays:
Generic: \$0
Brand: \$25
Non-Preferred: \$50



BLUE POINT MEDICAL GROUP
PROGRESS NOTE

thomas pickens		DOB: 10-05-1956	DATE: 1-09-15	MEDICATIONS
HPI:	SICK x 2 days. feels febrile. Cough PM: rhinorrhea, sinus congestion, cough, chest congestion, etc. - has worked today.			
PE:	WT 245 HT 73 BMI 31.6 T 98.4 P 72 OX 96 BP 124/72			
HEENT	throat & tonsils enlarged, tonsils at pharynx, (B) mild redness, (B) oropharynx and palate (B) mild			
HEART	RRR clear			REV. WITH PATIENT:
LUNGS	Slightly coarse (B) clear			<input checked="" type="checkbox"/> ALLERGIES
BREASTS				<input checked="" type="checkbox"/> MEDICATIONS, USE, SE
ABDOMEN				<input checked="" type="checkbox"/> LABS
EXTREM	clear			<input checked="" type="checkbox"/> XRAY, US, PFT, NCS
SKIN	clear			<input type="checkbox"/> DIET
MS	clear			<input type="checkbox"/> EXERCISE
NEURO	spine intact INT A 70 x 3, no speech, strong gait, appropriate affect			<input type="checkbox"/> LIFESTYLE CHANGES
GU/RECTAL				<input type="checkbox"/> REFERRALS
				<input type="checkbox"/> OLD RECORDS
				<input type="checkbox"/> FHx
				<input type="checkbox"/> PMHx
				<input type="checkbox"/> SHx

Rapid Strep Flu shot Pneumovax Zostavax Gardasil Xray:
CBC CP CTD Lipids Liver p. Renal p. Thyroid p. A1C PSA UA: Dip C+S OBX3 EKG BioZ Mamm PFT SVN

ASSESSMENT	PLAN
1 Cough	start 1st bacterial. will test negative, currently
2 Cough	treat viral, > exposure to organisms which may
3	include influenza.
4	start 2nd
5	start Tamiflu 75mg 1 BID #10
6	start prednisone PM 5mg q 6 hrs PM #240 mL
7	

COMMENTS:

F/U DR.

ROS-OVER

GEN: wt x fever
HEENT: visual x smell x
NECK: eye pain eye d/c glands
CHEST/RESP/CARDIO: SOB
cp - p - right
BREASTS: pain N lumps
GU: dysuria freq
GYN: missed period
SKIN: rash pruritus
MS: muscle cramps
HEMAT: easy bruising
NEURO/PSYCH: memory x tremor
ENDO: heat/cold

REVIEW OF SYSTEMS

chills sweats
hearing x dental
mucosal x
pain stiffness
pillows
heaviness
d/c
bleeding
skin x
blood
melema
lymph nodes
self exam
heartburn
indigestion
swallow x
self cath
hot flashes
d/c
lumps
smell
cramps
pain
blood
BMx
globus
flank pain
pain
libido x
ed
tingling
deformity
mole x
blisters
cramps
hot flashes
d/c
lumps
smell
numbness
stiffness
joint pains
" swelling
erythema
excessive bleeding
weakness
lightheaded
paralysis
mood x
anxiety
panic attack
suicide
depressed
fatigue
anorexia
HA
PNDrip
skin changes
enough
palpit
LE edema
sinus
d/c
sleep x
sore throat
exudates
ear pain
wheezing
apnea
snoring
ear d/c
mouth lesions
tinnitus

PROGRESS NOTE

Rapid Strep	Flu shot	Pneumovax	Zostavax	Gardasil	Xray:												
CBC	CP	CTD	Lipids	Liver p.	Renal p.	Thyroid p.	A1C	PSA	UA:	Dip	C+S	O BX3	EKG	BioZ	Mamm	PFT	SVN
ASSESSMENT																	
PLAN																	

NOTES FOR MD.

AA02037

REVIEW OF SYSTEMS

GEN:	wt x	fever	chills	sweats	anorexia	fatigue	sleep x	snoring	apnea
HEENT:	visual x	smell x	hearing x	dental	HA	sinus	sore throat	ear d/c	mouth lesions
NECK:	lumps	glands	eye pain	eye d/c	mucosal x	PNDrip	exudates	ear pain	tinnitus
CHEST/RESP/CARDIO:	sob	cp - p -	tight	heaviness	pillows	cough	LE edema	wheezing	
BREASTS	pain	N	d/c	bleeding	skin x	lymph. nodes	pain	self exam	
GI:	lumps			constip	blood	melena			heartburn
GU:	lumps	hemorrh.	gas	bloating	cramps	BMx	flank pain	indigestion	
	dysuria	freq	urgency	nocturia		blood	libido x	swallow x	
	incont.		stream	dribbling		smell		self cath	
GYN:	testicles:	lumps	enlargement	skin x/lesions	heavy	penile d/c	cramps	hot flashes	d/c
	missed period		irreg		blood clots	pain		libido	lumps
SKIN:	rash	pruritus	color x	acne	tumors	lesions	blisters	mole x	
MS:	eczema		dryness			numbness	tingling	deformity	
	muscle cramps		joint pains	" swelling		stiffness	amput.		
HEMAT:	easy bruising		excessive bleeding	erythema					
NEURO/PSYCH	sz		syncope	weakness	paralysis	mood x	anxiety	suicide	depressed
	memory x	tremor	dizziness	lightheaded	imbalance		panic attack		
ENDO:	heat/cold		poly-dypsia		-phagia				

DANKA MICHAELS, M.D.
PROGRESS NOTE

NAME: THOMAS PICKENS DATE: 8/2/2010 MEDICATIONS:

HPI: c/o DM pain x 5 days

Fucidin x 2d

PE: WT HT 6'11" T 98.5 P 64 OX 96 BP 112/64

HEENT: Throat & exam. c/o DM pain x 5 days

HEART: normal

LUNGS: normal

BREASTS: normal

ABDOMEN: normal

EXTREM: normal

SKIN: normal

MS: normal

NEURO: normal

GU/RECTAL: normal

- REV. WITH PATIENT:
- ☐ ALLERGIES
 - ☐ MEDICATIONS, USE, SE
 - ☐ LABS
 - ☐ XRAY, US, PFT, NCS
 - ☐ DIET
 - ☐ EXERCISE
 - ☐ LIFESTYLE CHANGES
 - ☐ REFERRALS
 - ☐ OLD RECORDS
 - ☐ FHx
 - ☐ PMHx
 - ☐ SHx

Rapid Strep Flu shot Pneumovax Zostavax Gardasil Xray: Chest

ASSESSMENT: 1 Acute otitis media PLAN: c/o DM pain Avelox x 5 days
2 : Vigamox 3 gt
3 Rx PENCICET 10 # 90 gt
4 :
5 :
6 :
7 :

COMMENTS:

F/U 2w DR. [Signature]
ROS-OVER

AA02040

of the

DANKA MICHAELS, M.D.
PROGRESS NOTE

NAME:	THOMAS PICKENS	DATE	10/13/2009	MEDICATIONS
HPI:	flu : Lungs			
PE:	52	WT 243	HT 6'4"	T 97.5
	P 60	OX 94%	BP 126/71	
HEENT				

HEART	REV. WITH PATIENT:
LUNGS	<input checked="" type="checkbox"/> ALLERGIES
BREASTS	<input checked="" type="checkbox"/> MEDICATIONS, USE, SE
ABDOMEN	<input checked="" type="checkbox"/> LABS
EXTREM	<input checked="" type="checkbox"/> XRAY, US, PFT, NCS } 20 minutes
SKIN	<input checked="" type="checkbox"/> DIET
MS	<input checked="" type="checkbox"/> EXERCISE
	<input type="checkbox"/> LIFESTYLE CHANGES
	<input type="checkbox"/> REFERRALS
NEURO	<input type="checkbox"/> OLD RECORDS
	<input type="checkbox"/> FHx
GU/RECTAL	<input checked="" type="checkbox"/> PMHx
	<input type="checkbox"/> SHx

Rapid Strep Flu shot Pneumovax Zostavax Gardasil Xray:

CBC CP CTD Lipids Liver p. Renal p. Thyroid p. A1C PSA UA: Dip C+S OBX3 EKG BioZ Mamm PFT SVN

ASSESSMENT **PLAN**

1 Dyslipidemia: ↑ triglycerides, better from last blood draw, cont. Δ in diet

2 CAD: f/u Dr. Aron

3 Obesity: cont. weight loss

4

5

6

7

COMMENTS:

F/U *per* DR. *[Signature]*

ROS-OVER

REVIEW OF SYSTEMS

GEN:	wt x	fever	chills	sweats	anorexia	fatigue	sleep x	snoring	apnea
HEENT:	visual x	smell x	hearing x	dental	HA	sinus	sore throat	ear d/c	mouth lesions
NECK:	lumps	glands	pain	stiffness	PNDrip	d/c	exudates	ear pain	tinnitus
CHEST/RESP/CARDIO:	sob	cp - p -	tight	heaviness	pillows	pnd	cough	wheezing	
BREASTS	pain	N	d/c	bleeding	skin x	blood	melena	pain	self exam
GI:									
GU:	dysuria	freq	gas	bloating	cramps	BMx	globus	libido x	ed
	hemorrh.					incont.	flank pain		heartburn
	lumps								indigestion
	incont.					blood			swallow x
	testicles:	lumps	enlargement	skin x/lesions		smell			self cath
GYN:	missed period		irreg	heavy	blood clots	pain	cramps	hot flashes	d/c
	pain on intercourse		abn PAP	dryness	tumors	lesions	blisters	libido	lumps
SKIN:	rash	pruritus	color x	acne				mole x	
	eczema								
MS:	muscle cramps		joint pains	" swelling		numbness	tingling	deformity	amput.
	muscle aches		" hot	erythema		stiffness			
HEMAT:	easy bruising		excessive bleeding						
NEURO/PSYCH	sz	memory x	tremor	dizziness	lightheaded	paralysis	mood x	anxiety	depressed
						imbalance		panic attack	
ENDO:	heat/cold					-phagia			

DANKA MICHAELS, M.D.

PROGRESS NOTE

NAME:	THOMAS PICKENS	DATE	6/12/2009	MEDICATIONS
HPI:	RT ear congestion - pain - blood when he used a-t-p LT knee pain and swelling - clicking when he goes up the stairs			Allopurinol
PE:	WT 245 HT 6'1" T 98.2 P 63 OX 95% BP 130/70			
HEENT	RT TM red, ear canal red with pus neck supple, no masses, no bruits			
HEART	R/R			REV. WITH PATIENT:
LUNGS	CTA			<input checked="" type="checkbox"/> ALLERGIES
BREASTS				<input checked="" type="checkbox"/> MEDICATIONS, USE, SE
ABDOMEN				<input checked="" type="checkbox"/> LABS
EXTREM	POC			<input type="checkbox"/> XRAY, US, PFT, NCS
SKIN	POC			<input type="checkbox"/> DIET
MS	Limited ROM Lt knee, edema.			<input type="checkbox"/> EXERCISE
NEURO	Atax			<input type="checkbox"/> LIFESTYLE CHANGES
GU/RECTAL	at			<input type="checkbox"/> REFERRALS
				<input type="checkbox"/> OLD RECORDS
				<input type="checkbox"/> FHx
				<input checked="" type="checkbox"/> PMHx
				<input type="checkbox"/> SHx

Rapid Strep Flu shot Pneumovax Zostavax Gardasil Xray:
CBC CP CTD Lipids Liver p. Renal p. Thyroid p. A1C PSA UA: Dip C+S OXB3 EKG BioZ Mamm PFT SVN

ASSESSMENT

- 1 Acute otitis externa - ciprofloxacin sample, pt educated
- 2 Acute otitis media - amoxicillin 375 q 8hrs x 10 days
- 3 Lt knee pain - referral Dr. Bradford
- 4 Lt knee swelling - referral Dr. Bradford
- 5
- 6
- 7

COMMENTS:

Spoke with Maria on 06/12/09 c 1336
scheduled pt at Tracy Location with
Dr. Bradford.
R. Michaels

ROS-OVER

F/U

AS

DR.

Danka Michaels 005427
AA02044

snoring
ear d/c
apnea
mouth lesions
tinnitus

PHONE CALL

FOR Dr. Michaels DATE 10/14/11 TIME 145 A.M.
 M. Re: Thomas Pickens
 OF _____
 PHONE _____ CELL 360-3163
 MESSAGE I swp, when he returns from mississippi he will come in and have his B/W Drawn
 SIGNED [Signature] Kip

☒ TELEPHONED
☐ RETURNED YOUR CALL
☐ PLEASE CALL
☐ WILL CALL AGAIN
☐ CAME TO SEE YOU
☐ WANTS TO SEE YOU

PHONE CALL

FOR Pickens DATE 01/15/11 TIME _____ A.M.
 M. Thomas Pickens
 OF _____
 PHONE _____ CELL _____
 MESSAGE pleas, still at Endicott
on & use
 SIGNED _____

☐ 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

once-monthly **Boniva**
 ibandronate sodium tablets
 There's only one

Dr. Michaels Date 12/1/06 Time: AM
 Patient: Tom Pickens Pharmacy Tel: _____
 Office Tel: 313-2990 Gina Allergies: _____
 Message
they sch him they need clinicals & referral sent to them.
nocturna
12-1-06 sw/weekly
 Received By: _____
 Returned ☐ Please Call ☐ Will Call ☐ Refill Again ☐ Urgent ☐

Please see accompanying complete Prescribing Information.

RELPAX[®]
(eletriptan HBr)

DANKA MICHAELS, M.D.
PROGRESS NOTE

NAME: THOMAS PICKENS	DATE: 3/11/2009	MEDICATIONS
----------------------	-----------------	-------------

HPI:	

Blood draw.

PE: WT HT T P OX BP	
HEENT	

HEART	REV. WITH PATIENT:
LUNGS	<input type="checkbox"/> ALLERGIES
BREASTS	<input type="checkbox"/> MEDICATIONS, USE, SE
ABDOMEN	<input type="checkbox"/> LABS
	<input type="checkbox"/> XRAY, US, PFT, NCS
EXTREM	<input type="checkbox"/> DIET
SKIN	<input type="checkbox"/> EXERCISE
MS	<input type="checkbox"/> LIFESTYLE CHANGES
	<input type="checkbox"/> REFERRALS
NEURO	<input type="checkbox"/> OLD RECORDS
	<input type="checkbox"/> FHx
GU/RECTAL	<input type="checkbox"/> PMHx
	<input type="checkbox"/> SHx

Rapid Strep Flu shot Pneumovax Zostavax Gardasil Xray:

CBC CP CTD Lipids Liver p. Renal p. Thyroid p. A1C PSA UA: Dip C+S OBX3 EKG BioZ Mamm PFT SVN

ASSESSMENT	PLAN
1	
2	
3	
4	
5	
6	
7	

COMMENTS:	

F/U DR. *[Signature]*
ROS-OVER

REVIEW OF SYSTEMS

GEN:	wt x	fever	chills	sweats	anorexia	fatigue	sleep x	snoring	apnea
HEENT:	visual x	smell x	hearing x	dental	HA	sinus	sore throat	exudates	ear pain
NECK:	lumps	glands	pain	stiffness	PNDrip	d/c	exudates	ear pain	tinnitus
CHEST/RESP/CARDIO:	sob	cp - p -	tight	heaviness	pillows	palpit	LE edema	wheezing	
BREASTS	pain	lumps	d/c	bleeding	skin x	lymph nodes	self exam		
GI:	N	V		constip	blood	melena	pain		heartburn
GU:	hemorrh.	freq	gas	bloating	cramps	BMx	globus	ed	swallow x
GU:	dysuria	incont.	urgency	nocturia	blood	smell	libido x		self cath
GYN:	testicles:	lumps	enlargement	heavy	blood clots	penile d/c	cramps	hot flashes	d/c
SKIN:	rash	pain on intercourse	abn PAP	dryness	tumors	lesions	blisters	libido	lumps
MS:	eczema	muscle cramps	joint pains	dryness	acne	numbness	tingling	mole x	smell
HEMAT :	easy bruising	muscle aches	" hot	erythema	stiffness	stiffness	amput.	deformity	
NEURO/PSYCH	sz	memory x	dizziness	weakness	paralysis	mood x	anxiety	suicide	depressed
ENDO:	heat/cold	tremor	lightheaded	imbalance	-phagia	panic attack			
			poly-dypsia						

Pickens, Thomas9517 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
------	------	-------

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

Patient Encounters

Date	Visit	Reason	Diagnosis
08/17/2017	TEL	refill	
01/26/2017	TEL		
01/26/2017	TEL		
05/20/2016	TEL		
05/16/2016	NEWCO		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	TEL		
04/16/2016	US-ABDOM		Right upper quadrant pain Abdominal pain, acute, epigastric Nausea 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	TEL		
03/07/2016	TEL		
03/07/2016	TEL		
12/24/2015	TEL		
12/24/2015	TEL		
12/24/2015	TEL		
12/22/2015	TEL		
12/21/2015	F/U		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

Cervical radiculopathy

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

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 Referrals**

Referral From	Referral To	Start Date	End Date	Reason
DANKA K MICHAELS	LIONEL HANDLER	09/06/2016	09/06/2017	evaluate and treat
DANKA K MICHAELS	TIMOTHY KELLY	05/20/2016	05/20/2017	evaluate and treat
DANKA K MICHAELS	CRAIG TINGEY	05/16/2016	05/16/2017	evaluate and treat
DANKA K MICHAELS	HOMAYON IRANINEZHAD	12/24/2015	12/24/2016	EGD
DANKA K MICHAELS	STEINBERG DIAGNOSTIC	12/22/2015	12/22/2016	MRI C- Spine
DANKA K MICHAELS	STEINBERG DIAGNOSTIC	12/21/2015	12/21/2016	STAT CT/chest HD. R/o PE
DANKA K MICHAELS	NEVADA 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



For help using the application please contact:

775-687-5694

Report Prepared: 04/23/2019

Patient Report

Date Range: 01/01/2015 – 12/31/2017

thomas pickens

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	Pynt 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

1 / 3

TP06412
AA02052

Filled ▼	ID	Written	Drug	ICD-10	QTY	Days	Prescriber	Rx #	Pharmacy*	Refills	Daily Dose	Pymt Type	PMP
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	Pynt Type	PMP
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 :****Michele W. Shafe, Assessor****PARCEL OWNERSHIP HISTORY****Assessor Map****Aerial View****Comment Codes****Current Owner****ASSESSOR DESCRIPTION**

PECCOLE WEST LOT 10-PARCEL 18-3 -PHASE 1 PLAT BOOK 85 PAGE 44 LOT 73 BLOCK C

CURRENT PARCEL NO.	CURRENT OWNER	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST
138-31-611-007	MICH-MICH TRUST		20161007:00562	10/7/2016	NS	200

PARCEL NO.	PRIOR OWNER(S)	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST	EST SIZE
138-31-611-007	MICHAELS DANKA K		20161007:00566	10/07/2016	NS	200	SUBDIVIDED LOT
138-31-611-007	MICHAELS DANKA K		20161007:00565	10/07/2016	JT	200	SUBDIVIDED LOT
	PICKENS THOMAS A						
138-31-611-007	MICHAELS DANKA K		20041007:04230	10/07/2004	JT	200	SUBDIVIDED LOT
	PICKENS THOMAS A						
138-31-611-007	BOOKE BRADLEY L & KYM E		19990809:01393	08/09/1999	JT	200	SUBDIVIDED LOT
138-31-611-007	COLEMAN-TOLL L P		19980804:01302	08/04/1998	NS	200	SUBDIVIDED LOT
138-31-611-007	NEVADA LEGACY 14 L L C		19980417:01695	04/17/1998	NS	200	SUBDIVIDED LOT
138-31-610-007	NEVADA LEGACY 14 L L C		19980417:01695	04/17/1998	NS	200	11.22 AC
138-31-610-004	NEVADA LEGACY 14 L L C		19980417:01695	04/17/1998	NS	200	31.04 AC
138-31-610-004	NEVADA LEGACY 2 INC		19980417:01694	04/17/1998	NS	200	31.04 AC
138-31-610-004	PECCOLE 1982 TRUST	45%	19950829:01782	08/29/1995	NS	200	31.04 AC
	PECCOLE WILLIAM & WANDA FAM	55%					

Quick Look-up

I Want To...

Most Popular

Assessor's Office

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).

TP0029
AA02056

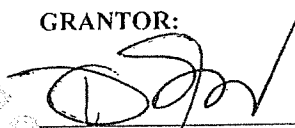
The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

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 13 2016

GRANTOR:

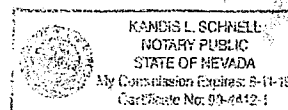

Danka K. Michaels

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this SEP 13 2016 day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka K. Michaels**, 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 she signed the instrument.


NOTARY PUBLIC

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



TP0030
AA02057

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

- (a) 138-31-611-007
(b) _____
(c) _____
(d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

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

3. Total Value/Sales Price of Property

\$ _____

Deed in Lieu of Foreclosure Only (value of Property) (_____)

Transfer Tax Value \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7 _____
b. Explain Reason for Exemption: Transfer to/from trust without consideration
5. Partial Interest: Percentage being transferred: _____ %

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

Signature: _____ Capacity: Grantor

Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(Required)

BUYER (GRANTEE) INFORMATION
(Required)

Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Print Name: Mich-Mich Trust
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Company/Person Requesting Recording (required if not seller or buyer)

Evans & Associates
7251 W. Lake Mead #530
Las Vegas, NV 89128

APN: 138-31-611-007

Inst #: 20161007-0000566
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
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 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 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).

TP0032
AA02059

(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.

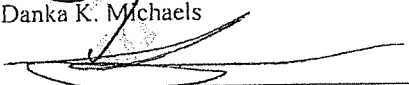
The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer,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

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

DATED: SEP 13 2016

GRANTORS:


Danka K. Michaels

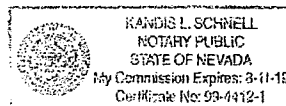

Thomas A. Pickens

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka K. Michaels**, 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 she signed the instrument.


NOTARY PUBLIC

KANDIS L. SCHNELL
Comm exp. 8-11-19
Cert. no 99-4412-1



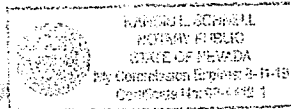
TP0033
AA02060

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 13 day of Sept 2014, 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 L. Schnell
Cert. No. 99-4412-1
Comm. Exp. 8-11-19

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

(a) 138-31-611-007
(b) _____
(c) _____
(d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

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

3. Total Value/Sales Price of Property

\$ _____

Deed in Lieu of Foreclosure Only (value of Property) (_____)

Transfer Tax Value \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 4 _____
b. Explain Reason for Exemption: Remove co-owner without consideration
5. Partial Interest: Percentage being transferred: _____ %

The undersigned, declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.430, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: Grantor

Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(Required)

BUYER (GRANTEE) INFORMATION
(Required)

Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Company/Person Requesting Recording (required if not seller or buyer)

Evans & Associates
7251 W. Lake Mead #530
Las Vegas, NV 89128

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).

TP0036
AA02063

(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.

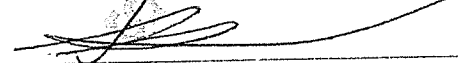
The undersigned grantors, under penalties of perjury, declares that the actual consideration received for this conveyance was none.

DATED: SEP 13 2016

GRANTORS:




Danka K. Michaels

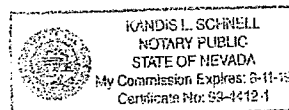


Thomas A. Pickens

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka K. Michaels**, 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 she signed the instrument.


NOTARY PUBLIC



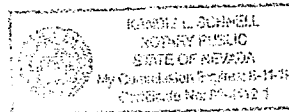
Kandis L. Schnell
Comm exp 8-11-19
Cert. no. 99-4412-1

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 13 day of Sept 2014, 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 L. Schnell
Cert. No. 99-4412-1
Comm. Exp. 8-11-19

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

(a) 138-31-611-007
(b) _____
(c) _____
(d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

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

3. Total Value/Sales Price of Property

\$ _____

Deed in Lieu of Foreclosure Only (value of Property) (_____)

Transfer Tax Value \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 3 _____
b. Explain Reason for Exemption: Being recorded to correct true status of grantors
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 375.080, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: _____ Capacity: Grantor
Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION
(Required) (Required)

Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Company/Person Requesting Recording (required if not seller or buyer)

Evans & Associates
7251 W. Lake Mead #530
Las Vegas, NV 89128

20041007-0004230

Fee: \$17.00 RPTT: \$5,094.90
N/C Fee: \$0.00

10/07/2004 14:03:13
T20040110367

Requestor:
NEVADA TITLE COMPANY

Frances Deane ARO
Clark County Recorder Pgs: 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
Las Vegas, NV 89145-8673

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That Bradley L. Boone and Kym E. Boone, 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 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.

TP0040
AA02067

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-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)

**State of Nevada
Declaration of Value**

1. Assessor Parcel Number(s)

- a) 138-31-611-007
b) _____
c) _____
d) _____

59

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY

Document/Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value/Sales Price of Property

\$999,000.00

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

Transfer Tax Value: _____

\$999,000.00

Real Property Transfer Tax Due _____

\$5,094.90

4. If Exemption Claimed:

a. Transfer Tax Exemption, per NRS 375.090,
Section: _____

b. Explain Reason for
Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned 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 severally liable for any additional amount owed.

Signature: Bradley L. Booke Capacity: GRANTOR/SELLER

Signature: [Signature] 9/30/04 Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Bradley L. Booke

Print Name: Danka K. Michaels

Address: Nine Exchange Place #200

Address: 1517 Queen Charlotte Dr.

City/State/Zip: Salt Lake City, Utah 84111

City/State/Zip: Las Vegas, NV 89145

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

Print Name: Nevada Title Company

Esc. #: 04-08-1662-SAH

Address: 3320 W Sahara Ave, Suite #210

City: Las Vegas

State: NV

Zip: 89102

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

4230

**Assessor**

Michele W. Shafe, Assessor

PARCEL OWNERSHIP HISTORY

Assessor Map

Aerial View

Comment Codes

Current Owner

ASSESSOR DESCRIPTION

ORCHARD VALLEY AT ELKHORN SPGS CLUSTER HMS-UT 6 PLAT BOOK 83 PAGE 90 LOT 38 BLOCK 7

CURRENT PARCEL NO.	CURRENT OWNER	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST
125-16-511-008	MICH-MICH TRUST		20161007:00634	10/7/2016	NS	200

PARCEL NO.	PRIOR OWNER(S)	%	RECORDED DOCUMENT NO.	RECORDED DATE	VESTING	TAX DIST	EST SIZE
125-16-511-008	MICHAELS DANKA K		20161007:00633	10/07/2016	NS	200	SUBDIVIDED LOT
125-16-511-008	MICHAELS DANKA K PICKENS THOMAS A		20161007:00632	10/07/2016	JT	200	SUBDIVIDED LOT
125-16-511-008	MICHAELS DANKA KATARINA PICKENS THOMSA A		20110228:04081	02/28/2011	JT	200	SUBDIVIDED LOT
125-16-511-008	CUSTOM ESTATES L L C		20101230:01126	12/30/2010	NS	200	SUBDIVIDED LOT
125-16-511-008	DELUCIA GARRY G SR & STACY J		20030903:03187	09/03/2003	JT	200	SUBDIVIDED LOT
125-16-511-008	DELUCIA GARRY G & STACY J		19981130:04857	11/30/1998	JT	200	SUBDIVIDED LOT
125-16-511-008	W L HOMES L L C		19980512:00172	05/12/1998	NS	200	SUBDIVIDED LOT
125-16-511-008	WATT RESIDENTIAL PARTNERS		19980114:01500	01/14/1998	NS	200	SUBDIVIDED LOT
125-16-502-005	WATT RESIDENTIAL PARTNERS		19980114:01500	01/14/1998	NS	200	12.57 AC

Quick Look-up

I Want To...

Most Popular

Assessor's Office

APN: 125-16-511-008

Inst #: 20161007-0000634

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 Recorder of Clark County, Nevada.

TP0045
AA02072

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).

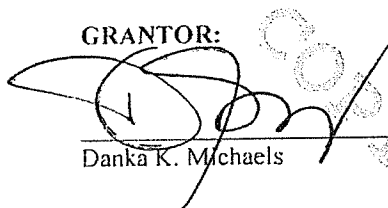
The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

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

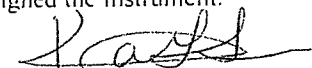
DATED: SEP 13 2016

GRANTOR:

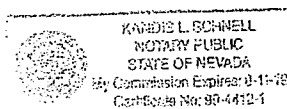

Danka K. Michaels

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this _____ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka K. Michaels**, 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 she signed the instrument.



NOTARY PUBLIC
KARIOIS L. SCHNELL
Comm exp. 8-11-19
Cert. No 99-4412-1



STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

(a) 125-16-511-008
(b) _____
(c) _____
(d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

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

3. Total Value/Sales Price of Property

\$ _____

Deed in Lieu of Foreclosure Only (value of Property) (_____)

Transfer Tax Value \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 7 _____
b. Explain Reason for Exemption: Transfer to/from trust without consideration
5. Partial Interest: Percentage being transferred: _____ %

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

Signature: _____ Capacity: Grantor

Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION
(Required) (Required)

Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Print Name: Mich-Mich Trust
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Company/Person Requesting Recording (required if not seller or buyer)

Evans & Associates
7251 W. Lake Mead #530
Las Vegas, NV 89128

TP0047
AA02074

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 Recorder of Clark County, Nevada.

TP0048
AA02075

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).

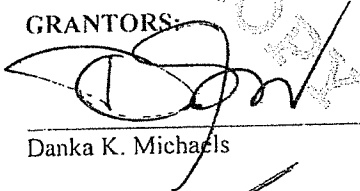
The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.

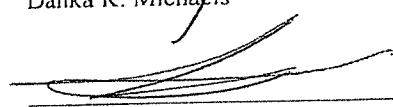
The grantee(s), as Trustee(s) of the above-referenced Trust, may sell, encumber, or otherwise transfer said property, or any interest therein, and no person dealing with said Trustee(s) has any duty to inquire as to the terms of the Trust or as to the application of the proceeds from the sale, transfer,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

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

DATED: SEP 13 2016

GRANTORS:


Danka K. Michaels

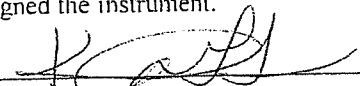

Thomas A. Pickens

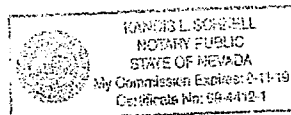
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

SEP 13 2016

On this _____ day of _____, personally appeared before me, a Notary Public, **Danka K. Michaels**, 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 she signed the instrument.

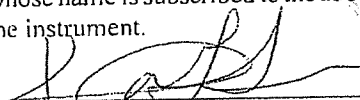

NOTARY PUBLIC

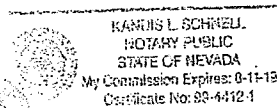


STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

On this _____ day of SEP 13 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 L. Schnell
Cert. No. 99-4412-1
Comm. Exp. 8-11-19

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

(a) 125-16-511-008
(b) _____
(c) _____
(d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument #: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

2. Type of Property:

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

3. Total Value/Sales Price of Property

\$ _____

Deed in Lieu of Foreclosure Only (value of Property) (_____)

Transfer Tax Value \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 4 _____
b. Explain Reason for Exemption: Remove co-owner without consideration

5. Partial Interest: Percentage being transferred: _____ %

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

Signature: _____ Capacity: Grantor

Signature: _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION
(Required) (Required)

Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Print Name: Danka K. Michaels
Address: 9517 Queen Charlotte Dr.
City: Las Vegas
State: NV Zip: 89145

Company/Person Requesting Recording (required if not seller or buyer)

Evans & Associates
7251 W. Lake Mead #530
Las Vegas, NV 89128

TP0051
AA02078

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

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 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 Recorder of Clark County, Nevada.

TP0052

AA02079

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).

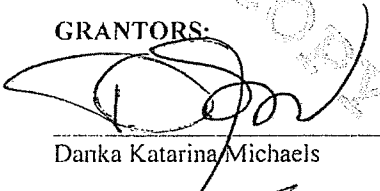
The property is conveyed with all warranties of title (subject to each encumbrance, covenant, restriction, reservation and right-of-way of record), together with each and every tenement, hereditament, and appurtenance thereof.


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 13 2016

GRANTORS:


Danka Katarina Michaels


Thomas A. Pickens

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

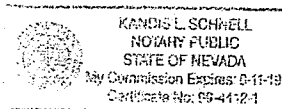
On this _____ day of SEP 13 2016, personally appeared before me, a Notary Public, **Danka Katarina Michaels**, who is personally known or proved to me to be

TP0053
AA02080

the person whose name is subscribed to the above instrument and who acknowledged to me that she signed the instrument.



NOTARY PUBLIC



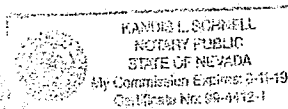
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

On this _____ day of _____, **SEP 13 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 L. Schnell
Cert. No. 99-4412-1
Comm. Exp. 8-11-19

STATE OF NEVADA
DECLARATION OF VALUE

1. Assessor Parcel Number(s)

(a) 125-16-511-008

(b) _____

(c) _____

(d) _____

FOR RECORDERS OPTIONAL USE ONLY

Document Instrument #: _____

Book: _____

Page: _____

Date of Recording: _____

Notes: _____

2. Type of Property:

(a) ☐ Vacant Lot

(b) ☒ Single Fam. Res

(c) ☐ Condo/Twnhse

(d) ☐ 2-4 Plex

(e) ☐ Apt. Bldg

(f) ☐ Comm'l/Ind'l

(g) ☐ Agricultural

(h) ☐ Mobile Home

☐ Other _____

3. Total Value/Sales Price of Property

\$ _____

Deed in Lieu of Foreclosure Only (value of Property) (_____)

Transfer Tax Value

\$ _____

Real Property Transfer Tax Due

\$ _____

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section 3 _____

b. Explain Reason for Exemption: Being recorded to correct true status of grantors

5. Partial Interest: Percentage being transferred: _____ %

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

Signature _____

Capacity: Grantor

Signature _____

Capacity: Grantee

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

State: NV Zip: 89145

Company/Person Requesting Recording (required if not seller or buyer)

Evans & Associates

7251 W. Lake Mead #530

Las Vegas, NV 89128

TP0055
AA02082

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 Grant,
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

TP0056
AA02083

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 RECORDER 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).

TP0057
AA02084

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN, SALE DEED

Custom Estates, LLC

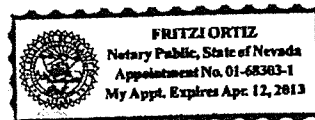
By: *Gary Fuchs, CFO*
GARY FUCHS, CFO

STATE OF NEVADA
COUNTY OF CLARK

} ss:

This instrument was acknowledged before me on, *FEBRUARY 15, 2011*
by *GARY FUCHS*

[Signature]
NOTARY PUBLIC



APPT # *01-68303-1*
EXP *4/12/2013*

STATE OF NEVADA
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
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

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: _____

5. Partial Interest: Percentage being transferred: 100 %

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

owed.

Signature

[Signature] 2/28/11

Signature

[Signature] 2/28/11

Capacity

Buyer

Capacity

Buyer

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Custom Estates, LLC

Address: 5594 S. Fort Apache

City, State, Zip: W, NV 89148

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Danka Katarina Michaels and Thomas

A. Pickens

Address: 9517 Queen Charlotte

City, State, Zip: W, NV 89145

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

Print Name Ticor Title of Nevada, Inc.

Escrow # 11054523LG

Address, City, State, Zip: 2285 Corporate Circle #130 Henderson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

TP0059

AA02086

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AFFIDAVIT OF CUSTODIAN OF RECORDS

STATE OF _____)
COUNTY OF _____) SS:

ELIEN ALVAREZ, being duly sworn and says:

1. That at all times herein affiant was over eighteen years of age, not a party to or interested in the proceedings in which this affidavit was made.

2. I am employed by First American Title Company, in the LITIGATION Department.

3. That on the 2nd day of JULY, 2018, affiant received the **SUBPOENA DUCES TECUM** requesting:

Any and all documents in the file (whether stored electronically or on paper) relating to the purchase of the property located at 9517 Queen Charlotte Drive, Las Vegas, Nevada 89145, Parcel # 138-31-611-007, Escrow # 04-08-1662-SAH, including, but not limited to, purchase agreements, the closing statement, records of deposits or purchase funds, deeds, trust agreements, power of attorneys, e-mails, internal memos, general information forms, correspondence, notes, wiring instructions and the front and back of any canceled checks.

///
///
///
///
///

1 4. That on the 27th day of July, 2018, affiant
2 provided true and correct copies of said documents.

3 FURTHER, AFFIANT SAYETH NAUGHT.

4 Dated this 27th day of July, 2018.

John
AFFIANT

6 SIGNED AND SWORN to before me
this ____ day of _____, 2018.

8 NOTARY PUBLIC

See Attached

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 Rezanoor Conrad, Notary Public
Date Here Insert Name and Title of the Officer
 personally appeared Ellen Cortez Alvarez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Leila Rezanoor Conrad
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

20041007-0004230

Fee: \$17.00 RPTT \$5,094.90
N/C Fee: \$0.00

10/07/2004 14:03:13
T20040110367

Requestor:
NEVADA TITLE COMPANY

Frances Deane RRO
Clark County Recorder Pgs: 4

A.P.N.: 158-31-611-007
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
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

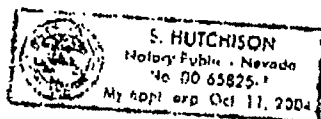
TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining

IN WITNESS WHEREOF, this instrument has been executed this 27th day of Sept, 2004

Bradley L. Booke
Bradley L. Booke
Kym E. Booke
Kym 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 E. Booke



[Signature]
NOTARY PUBLIC
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-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)

State of Nevada Declaration of Value

1. Assessor Parcel Number(s)

- a) 138-31-611 007
b) _____
c) _____
d) _____

59

2. Type of Property:

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

FOR RECORDER'S OPTIONAL USE ONLY	
Document Instrument #:	_____
Book:	Page: _____
Date of Recording:	_____
Notes:	_____

3. Total Value/Sales Price of Property

\$999,000.00

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

Transfer Tax Value: _____

\$999,000.00

Real Property Transfer Tax Due _____

\$5,094.90

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____

- b. Explain Reason for Exemption. _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declare(s) and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.130, 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 severally liable for any additional amount owed.

Signature: Bradley L. Booke Capacity: GRANTOR/SELLER
Signature: [Signature] 9/30/04 Capacity: GRANTEE/BUYER
SELLER (GRANTOR) INFORMATION BUYER (GRANTEE) INFORMATION
[Signature] 9/30/04 (REQUIRED)

Print Name: Bradley L. Booke Print Name: Danka K. Michaels
Address: Nite Exchange Place #100 Address: 1617 Queen Charlotte Dr.
City/State/Zip: Salt Lake City Utah 84111 City/State/Zip: Las Vegas, NV 89145
COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: Nevada Title Company Esc. #: 04-08-1062-SAH
Address: 3320 W Sahara Ave, Suite #210
City: Las Vegas State: NV Zip: 89102

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

4230

20041007-0004231

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

After recording please return to:

GreenPoint Mortgage Funding, Inc.
(Company Name)

(Name of Natural Person)

981 Airway Court, Suite E
(Street Address)

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

Fee: \$33.00

NIC Fee: \$25.00

10/07/2004

14:03:13

723040110367

Requestor:

NEVADA TITLE COMPANY

Frances Deane

ARO

Clark County Recorder

Pgs: 20

Until a change is requested, all tax 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 Line For Recording Data)

Loan Number: 0085079119

DEED OF TRUST

MIN 100013890850791191

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 September 30, 2004, together with all Riders to this document.

(B) "Borrower" is Danka K Michaels, A Married 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-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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(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 100 Wood Hollow Drive, Novato, CA 94945.

(D) "Trustee" is Marlin Conveyancing Corp..

(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 September 30, 2004. The Note states that Borrower owes Lender Seven Hundred Ninety Nine Thousand Two Hundred and 00/100ths Dollars (U.S. \$799,200.00) 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."

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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-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)

which currently has the address of 9517 Queen Charlotte Drive

[Street]

Las Vegas

, Nevada 89145

("Property Address"):

[City]

[Zip Code]

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

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

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

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

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

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

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

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

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may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

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

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

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

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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 liscrow items, Borrower shall pay them in the manner provided in Section 3.

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of

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the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the

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

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to

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Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

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

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.

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Witnesses:

Printed Name (Please Complete)

 9/30/04 (Seal)
Danka K. Michaels (Borrower)
(Printed Name)

Printed Name (Please Complete)

 (Seal)
Thomas A. Pickens (Borrower)
(Printed Name)

Printed Name (Please Complete)

(Seal)
(Borrower)
(Printed Name)

(Seal)
(Borrower)
(Printed Name)

(Acknowledgment on Following Page)

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State of Nevada §
County of Clark §

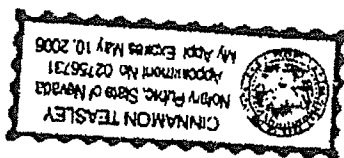
Before me the undersigned authority, on this day personally appeared **Danka K Michaels and Thomas A Pickens** known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed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

Given under my hand and seal on this

30th

day of September 2004

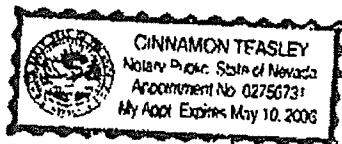
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Cinnamon Teasley
Notary Public

(Printed Name)

My Commission Expires: 5-10-06



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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:

Pecole West

[Name of Planned Unit Development]

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

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

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

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,

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

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

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

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

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

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

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

E. **Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

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

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

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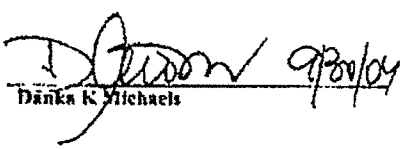
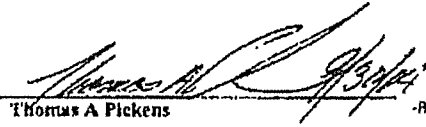
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

 9/28/04 (Seal)  9/30/04 (Seal)
Danka K. Michaels -Borrower Thomas A. Pickens -Borrower

____ (Seal) ____ (Seal)
-Borrower -Borrower

[Sign Original Only]

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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:

4. 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 "Index" 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 (0.125%). 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 Rate Rider
GreenPoint Mortgage Funding

Page 1 of 2

00275501 (H0282) 04/02



(E) Effective Date 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 monthly 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 PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

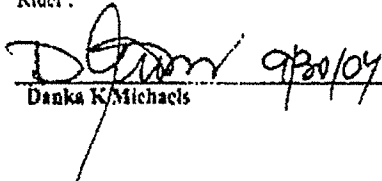
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales 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 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; 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 or demand on Borrower.

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

 9/30/04 (Seal)
Danka K. Michaels -Borrower

 9/30/04 (Seal)
Thomas A. Pickens -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

Adjustable Rate Rider
GreenPoint Mortgage Funding

Page 2 of 2

90275M11 (110282) 94102



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

We will require a Statement of Information from DANKA MICHAELS AND THOMAS PICKENS, in order to complete this report, based on the effect of documents, proceedings, liens, decrees or other matters which do not specifically describe said land, but which, if any do exist, may affect the title or impose liens of encumbrances thereon.

Please provide the above Statement of Information to the title department at least one week prior to the close of escrow so that we may complete this report. Additional requirements may be made at that time.

The undersigned is in receipt of the Preliminary Title Report and requirement page and have read both in their entirety.

By: _____

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. Boone and Kym E. Boone, 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-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)

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 AMERICAN 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.

Order Number: 04-08-1662-SAH

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

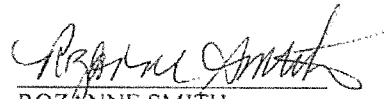
Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former 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

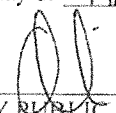
STATE OF NEVADA)
)ss
COUNTY OF CLARK)

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

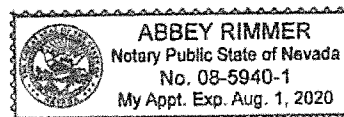
1. I am over the age of twenty-one (21) years and fully competent to testify to the statements made in this Affidavit in a court of law.
2. The statements made in this Affidavit are true to the best of my own personal knowledge, except those made upon information and belief, and, as to those statements, 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.


ROZANNE SMITH

SUBSCRIBED and SWORN to before me
this 30th day of August, 2018.



NOTARY PUBLIC



SUB008154

Danka Michaels000703

AA02123

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 Grant,
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

TTN00028

Danka Michaels000731

AA02124

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 RECORDER 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).

TTN00029

Danka Michaels000732

AA02125

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN, SALE DEED

Custom Estates, LLC

Gary Fuchs CFO
By: GARY FUCHS, CFO

STATE OF NEVADA
COUNTY OF CLARK

} ss:

This instrument was acknowledged before me on, FEBRUARY 25, 2011
by GARY FUCHS.

[Signature]
NOTARY PUBLIC



APPT # 01-68303-1
EXP 4/12/2013

TTN00030

Danka Michaels000733

AA02126

STATE OF NEVADA
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
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. a. Total Value/Sales Price of Property:

\$129,900.00

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

\$129,900.00

c. Transfer Tax Value:

\$ 663.00

d. Real Property Tax Due:

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

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

owed.

Signature

Signature

Capacity

Capacity

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Custom Estates, LLC

Address: 5394 S. Fort Apache

City, State, Zip: W, NV 89148

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Danka Katarina Michaels and Thomas

A. Pickens

Address: 9517 Queen Charlotte

City, State, Zip: W, NV 89145

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

Print Name: Ticor Title of Nevada, Inc.

Escrow: #11054523LG

Address, City, State, Zip: 2285 Corporate Circle #130 Henderson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

TTN00031

Danka Michaels000734

AA02127

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

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
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TTN00032

Danka Michaels000735

AA02128

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]:

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

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

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

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

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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, 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 Mac

UNIFORM INSTRUMENT Form 3029 1/01

342.8

Page 2 of 15

TTN00033

Danka Michaels000736

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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 7606 LOWE AVENUE, LAS VEGAS, Nevada 89131 ("Property Address").

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

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

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

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan

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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

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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

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disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of

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Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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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

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the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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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

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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 Mac

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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 Mac

UNIFORM INSTRUMENT Form 3029 1/01

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

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of 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.

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


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

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

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

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

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.

 2-26-11
- BORROWER - DANKA KATARINA MICHAELS - DATE -

 2/26/11
- BORROWER - THOMAS A. PICKENS - DATE -

TTN00045

Danka Michaels000748

AA02141

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[Space Below This Line for Acknowledgment]

STATE OF Nevada

COUNTY OF Clark

This instrument was acknowledged before me on Feb 26, 2011 by _____



T. Patillo
Notary Public

My Commission Expires:

NEVADA - Single Family - Fannie Mae/Freddie Mac

UNIFORM INSTRUMENT Form 3029 1/01

342.8

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TTN00046

Danka Michaels000749

AA02142

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 RECORDER 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).

TTN00047

Danka Michaels000750

AA02143

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 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 Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01 (page 1 of 3 pages)
34.7

TTN00048

Danka Michaels000751

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(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.

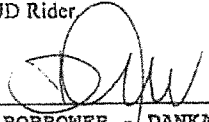

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial 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

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(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

 2-26-11
- BORROWER - DANKA KATARINA MICHAELS - DATE -
 2/26/11
- BORROWER - THOMAS A. PICKENS - DATE -

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

TTN00050

Danka Michaels000753

AA02146

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

TTN00051

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AA02147

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 I-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

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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.

 2-26-11
- BORROWER - DANKA KATARINA MICHAELS - DATE -

 2/26/11
- 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)

TTN00053

Danka Michaels000756

AA02149

STATE OF NEVADA
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
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

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: _____
5. Partial Interest: Percentage being transferred: 100 %

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

Signature [Signature] 2/28/16 Capacity Buyer
Signature [Signature] Capacity Buyer

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Custom Estates, LLC

Address: 5594 S. Fort Apache
City, State, Zip: W, NV 89148 * 100

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Danka Katarina Michaels and Thomas

Address: A. Pickens 9517 Queen Charlotte
City, State, Zip: W, NV 89145

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

Print Name Ticor Title of Nevada, Inc. Escrow # 11054523LG

Address, City, State, Zip: 2285 Corporate Circle #130 Henderson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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Danka Michaels000762

AA02150

STATE OF NEVADA
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
g) ☐ Agricultural h) ☐ Mobile Home
☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY

Book: _____ Page: _____
Date of Recording: _____
Notes: _____

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: _____
5. Partial Interest: Percentage being transferred: _____%

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

owed.

Signature

Signature

Capacity

Capacity

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Custom Estates, LLC

Address: _____

City, State, Zip: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Danka Katarina Michaels and Thomas A. Pickens

Address: _____

City, State, Zip: _____

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

Print Name: Ticor Title of Nevada, Inc. Escrow: #11054523LG

Address, City, State, Zip: 2285 Corporate Circle #130 Henderson, NV 89074

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

TTN00060

Danka Michaels000763

AA02151

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 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

TTN00061

Danka Michaels000764

AA02152

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN, SALE DEED

Custom Estates, LLC

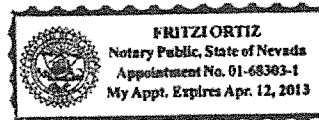
By: Gary Fuchs, CEO

STATE OF NEVADA
COUNTY OF CLARK

} ss:

This instrument was acknowledged before me on, FEBRUARY 25, 2011
by GARY FUCHS

[Signature]
NOTARY PUBLIC



APPT # 01-68303-1
EXP 4/12/2013

TTN00062

Danka Michaels000765

AA02153

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 RECORDER 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).

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Danka Michaels000766

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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) "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

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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]:

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

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

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

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

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

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

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

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

(Q) "**RESPA**" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, 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

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

BORROWER COVENANTS that Borrower is lawfully seized 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

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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

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require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

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

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

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

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

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

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

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to

disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of

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Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

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

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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

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the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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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

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

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

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

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

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

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of 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.

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

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


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

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

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

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.

 2-26-11
- BORROWER - DANKA KATARINA MICHAELS - DATE -

 2/26/11
- BORROWER - THOMAS A. PICKENS - DATE -

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[Space Below This Line for Acknowledgment]

STATE OF

Nevada

COUNTY OF

Clark

This instrument was acknowledged before me on

Feb 26, 2011 by



[Signature]
Notary Public

My Commission Expires:

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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 RECORDER 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).

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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 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 Mae/Freddie Mac UNIFORM INSTRUMENT
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(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.

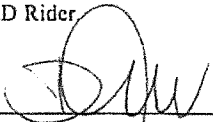
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial 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


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(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.

 2-26-11
- BORROWER - DANKA KATARINA MICHAELS - DATE -

 2/26/11
- BORROWER - THOMAS A. PICKENS - DATE -

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

34.7

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

TTN00082

Danka Michaels000785

AA02173

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

32.12

TTN00083

Danka Michaels000786

AA02174

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

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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.

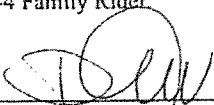
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.


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

 2-26-11
- BORROWER - DANKA KATARINA MICHAELS - DATE -

 2/26/11
- 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)

TTN00085

Danka Michaels000788

AA02176

OWNER'S AFFIDAVIT (NEVADA)

TO: TICOR TITLE OF NEVADA, INC.

RE: Preliminary Report No. 11054523
Issued on: at
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)

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 _____, and

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Danka Michaels000789

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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 Titor 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 None)

None

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

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Danka Michaels000790

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indemnify and hold harmless Titor 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

By:



Print Name:

GARY FUCHS

Title:

CFO

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Danka Michaels000791

AA02179



Notary to
Complete

*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*

Need
JD's

Escrow No: 11054523 LG

Dear Notary:

Often time's paperwork must be taken out of offices for Notary acknowledgements. This form is a requirement of Tigor 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.

To: Tigor Title of Nevada, Inc.

NOTARY'S AFFIDAVIT
(For Out of Office Notary Acknowledgment)

I hereby certify, under the penalty of perjury, that I am authorized to act as a Notary Public, in and for the County of Clark, State of NEVADA, and that in performing my duties as a Notary Public I have complied with all applicable State and Local laws.

I have notarized the signature of: Danka Michaels and Thomas A Pickens

Date of Notarial Acknowledgement: Feb 26, 2011

Type of Identification used: Driver License

Description of Document(s): Deed of Trust, signature affidavit, E.O. and Occupancy forms.

If there are any questions and/or problems concerning the Notary acknowledgement on the above documents, Tigor Title of Nevada, Inc. may contact me, as Notary, directly at the following location:

Print Name: Terri L. Patillo

Print Address: 208 Misty Garden St
Henderson, NV 89012

Email Address: patillo702@acox.net

Day-time Telephone Number 702 340 4349

Sincerely,

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

TTN00089

Danka Michaels000792

AA02180



SELLER'S GENERAL INFORMATION

Re: Escrow No.: 11054523 LG
Property: 7608 Lowe Ave

Date: February 25, 2011

1. **MARITAL STATUS**

I, the undersigned Seller, do hereby state and affirm that during the time I've owned said property, I have been married. My spouse's name is/was:

I, the undersigned Seller, do hereby state and affirm that during the time I've owned said property I have not been married.

2. **SELLER'S MAILING ADDRESS AT THE CLOSE OF ESCROW:**

3. **PLEASE SEND MY CLOSING DOCUMENTS/PROCEEDS CHECK VIA THE FOLLOWING METHOD: (CHOOSE ONE)**

- ☐ PICK UP at Ticor Title of Nevada, Inc.
☐ Send via regular mail
☐ Send via an OVERNIGHT SERVICE of your choice to the above address and deduct \$20.00 from my proceeds for this service.
☐ Deposit/Wire funds to my account as follows

Bank _____
ABA# _____
Address _____
Acct. No. _____
Name on Acct. _____

Other _____

4. **LOANS SECURED BY PROPERTY I AM SELLING:**

of Loans to be paid through escrow _____

5. **HOMEOWNERS' ASSOCIATION AND SUB-ASSOCIATION INFORMATION:**

Seller(s) hereby represent and warrant that there *IS / IS NOT* a Homeowners' Association with the authority to levy fees and liens against this property.

Homeowners' Association at _____, NV _____
MONTHLY / ANNUAL / QUARTERLY dues are \$ _____

6. **SPECIAL ASSESSMENT(S)**

Are you currently making payments on a special assessment? **YES NO**
If yes, how much are your payments and to whom are they paid?

\$ _____

Custom Estates, LLC

By *Donna Michaels, CEO* Date *2/28/11*

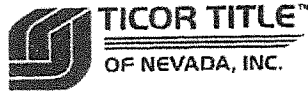
Home Phone () _____ Business Phone () _____

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

TTN00092

Danka Michaels000795

AA02181



please
complete

BUYER'S GENERAL INFORMATION

Escrow No: 11054523LG
Property Address: 7608 Lowe Ave Las Vegas, NV 89131

Date: February 25, 2011

1. INSURANCE:

The existing insurance policy is to stay in effect and an endorsement of said policy is to be obtained from the below stated agent.

A new insurance policy is to be obtained by the Buyer. Buyer will provide to escrow and lender said policy to the close of escrow.

Insurance Company: _____
Agent Name: _____
Phone Number: _____

2. VESTING INSTRUCTIONS:

You are hereby instructed that at the time of closing the above referenced transaction, title to the subject property shall be vested in the following manner, to wit:

- ☒ 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: _____
- ☐ an unmarried man
- ☐ a single man
- ☐ a married man as his sole and separate property
(requires a quitclaim 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 _____

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 ONE)

- ☐ PICK UP at Ticor Title of Nevada, Inc.
- ☒ Send via First Class Mail to the property I am buying
- ☐ Send to the following address: 9517 QUEEN CHARLOTTE
LV NV 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 QUEEN CHARLOTTE
LV NV 89145

[Signature] 2-26-11
Danka-Katarina Michaels Date

[Signature] 2/26/11
Thomas A. Pickens Date

Date

Date

Home Phone: (702) 360 3162

Business Phone () _____

3285 Corporate Circle #130 Henderson, NV 89074
Phone: (702) 932-0812 Fax: (702) 968-7445

TTN000093

Danka Michaels000796

AA02182

USA NV

NEVADA

DRIVER LICENSE

1 MICHAELS
2 DANKA
8 9517 QUEEN CHARLOTTE DR
LAS VEGAS, NV 89145-8673

15 Sex F 16 Hgt 5'07" 17 Wgt 110 18 Eyes BRN 19 Hrs BLU
9 Class C 10 Restr NONE 11 DL NO 12 Exp 11/26/2014

4d DL NO 11/26/1955
3 DOB 11/26/2014
4b Exp

USA NV

NEVADA

DRIVER LICENSE

1 PICKENS
2 THOMAS ALLEN
8 9517 QUEEN CHARLOTTE DR
LAS VEGAS, NV 89145-8673

15 Sex M 16 Hgt 5'07" 17 Wgt 110 18 Eyes BRN 19 Hrs BLU
9 Class C 10 Restr NONE 11 DL NO 12 Exp 10/05/2014

4d DL NO 10/05/1956
3 DOB 10/05/2014
4b Exp

TTN00094

Danka Michaels000797

AA02183

**A. Settlement Statement (HUD-1)**Ticor Title of Nevada, Inc.
2285 Corporate Circle #130
Henderson, NV 89074

OMB Approval No. 2502-0265

B. Type of Loan1. ☐ FHA 2. ☐ RHS 3. ☒ Conv. Unins. 6. File Number: 11054523-005 LG 7. Loan Number: 0611020015 8. Mortgage Insurance Case Number:
4. ☐ VA 5. ☐ Conv. Ins.

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
Address of Borrower: 9517 QUEEN CHARLOTTE LAS VEGAS, NV 89145 9517 QUEEN CHARLOTTE LAS VEGAS, NV 89145E. Name of Seller: Custom Estates, LLC
Address of Seller: 5594 S. FORT APACHE RD # 100 LAS VEGAS, NV 89148F. Name of Lender: Imortgage.com, Inc.
Address of Lender: 4800 N. Scottsdale Rd Ste 3800 Scottsdale, AZ 85251G. Property Location: 7608 Lowe Ave, Las Vegas, NV 89131
Clark 125-16-511-008H. Settlement Agent: Ticor Title of Nevada, Inc.
(702) 932-0812
Place of Settlement: 2285 Corporate Circle #130, Henderson, NV 89074

I. Settlement Date: 02/28/2011 Proration Date: 02/28/2011 Funding Date: 02/28/2011 Disburse Date:

J. Summary of Borrower's Transaction

100. Gross Amount Due from Borrower			
101. Contract sales price			129,900.00
102. Personal property			
103. Settlement charges to borrower (line 1400)			6,879.05
104.			
105.			
Adjustments for items paid by seller in advance			
106. City/town taxes	to		
107. County taxes	02/28/2011 to 04/01/2011	115.04	
108. Assessments	to		
109. Elkhorn HOA	02/28/2011 to 04/01/2011	24.20	
110. Sewer Bill	02/28/2011 to 12/01/2011	178.95	
111. Trash Bill	02/28/2011 to 03/01/2011	1.32	
112. Paloma HOA	02/28/2011 to 03/01/2011	4.00	
113.			
114.			
115.			
120. Gross Amount Due from Borrower		137,105.56	
200. Amounts Paid by or in Behalf of Borrower			
201. Deposit or earnest money		2,000.00	
202. Principal amount of new loan(s)		103,920.00	
203. Existing loan(s) taken subject to			
204. CLOSING FUNDS		27,394.56	
205.			
206. Seller Paid Closing Costs		2,598.00	
207. Seller Paid Owners Policy		145.00	
208. Seller Paid Transfer Tax		663.00	
209.			
Adjustments for items unpaid by seller			
210. City/town taxes	to		
211. County taxes	to		
212. Assessments	to		
213.			
214.			
215.			
216.			
217. Appraisal Reimbursement		500.00	
218.			
219.			
220. Total Paid by/for Borrower		137,220.56	
300. Cash at Settlement from/to Borrower			
301. Gross amount due from borrower (line 120)		137,105.56	
302. Less amounts paid by/for borrower (line 220)		137,220.56	
303. Cash <input type="checkbox"/> From <input checked="" type="checkbox"/> To Borrower		115.00	

K. Summary of Seller's Transaction

400. Gross Amount Due to Seller			
401. Contract sales price			129,900.00
402. Personal property			
403.			
404.			
405.			
Adjustments for items paid by seller in advance			
406. City/town taxes	to		
407. County taxes	02/28/2011 to 04/01/2011	118.04	
408. Assessments	to		
409. Elkhorn HOA	02/28/2011 to 04/01/2011	24.20	
410. Sewer Bill	02/28/2011 to 12/01/2011	178.95	
411. Trash Bill	02/28/2011 to 03/01/2011	1.32	
412. Paloma HOA	02/28/2011 to 03/01/2011	4.00	
413.			
414.			
415.			
420. Gross Amount Due to Seller		130,226.51	
500. Reductions in Amount Due to Seller			
501. Excess deposit (see instructions)			
502. Settlement charges to seller (line 1400)		6,066.81	
503. Existing loan(s) taken subject to			
504. Payoff of first mortgage loan		57,265.00	
505. Payoff of second mortgage loan			
506. Seller Paid Closing Costs		2,598.00	
507. Seller Paid Owners Policy		145.00	
508. Seller Paid Transfer Tax		663.00	
509.			
Adjustments for items unpaid by seller			
510. City/town taxes	to		
511. County taxes	to		
512. Assessments	to		
513.			
514.			
515.			
516. Early release of funds		2,000.00	
517. Appraisal Reimbursement		500.00	
518.			
519.			
520. Total Reduction Amount Due Seller		69,237.81	
600. Cash at Settlement to/from Seller			
601. Gross amount due to seller (line 420)		130,226.51	
602. Less reductions in amount due seller (line 520)		69,237.81	
603. Cash <input checked="" type="checkbox"/> To <input type="checkbox"/> From Seller		60,988.70	

L. Settlement Charges				
700. Total Real Estate Broker Fees				
Division of commission (line 700) follows:			Paid From	Paid From
701. \$	to Realty One Group Inc.		Borrower's	Seller's
702. \$ 3,897.00	to Elite Realty		Funds at	Funds at
703. Commission paid at settlement			Settlement	Settlement
704.				3,897.00
800. Items Payable in Connection with Loan				
801. Our origination charge 1.0 or \$1039.20	\$ 2,029.20	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen \$ 1,039.20	(from GFE #2)			
803. Your adjusted origination charges	(from GFE #3)		3,068.40	
804. Appraisal fee	(from GFE #3)		500.00	
805. Credit report	(from GFE #3)			
806. Tax service	(from GFE #3)		85.00	
807. Flood certification	(from GFE #3)		25.00	
808.				
900. Items Required by Lender to Be Paid in Advance				
901. Daily interest charges from 02/28/2011 to 03/01/2011 @ \$16.0151 /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 Ins	(from GFE #11)		432.95	
904.				
1000. Reserves Deposited with Lender				
1001. Initial deposit for your escrow account	(from GFE #9)		286.75	
1002. Homeowner's insurance 2 months @ \$ 36.0800	\$ 72.16			
1003. Mortgage insurance months @ \$	\$			
1004. Property taxes 2 months @ \$ 107.3100	\$ 214.62			
1005. months @ \$	\$			
1006. months @ \$	\$			
1007. Aggregate adjustment	\$(0.03)			
1100. Title Charges				
1101. Title services and lender's title insurance	(from GFE #4)		905.50	
1102. Settlement, Escrow or Closing Fee to Titor Title of Nevada, Inc.	\$ 472.50			288.75
1103. Owner's title insurance to Titor Title of Nevada, Inc.	\$ 145.00	(from GFE #5)	145.00	
1104. Lender's title insurance to Titor Title of Nevada, Inc.	\$ 433.00			
1105. Lender's title policy limit \$103,920				
1106. Owner's title policy limit \$129,900				
1107. Agent's portion of the total title insurance premium	\$ 508.64			
1108. Underwriter's portion of the total title insurance premium	\$ 69.36			
1121. ALia Extended to Titor Title of Nevada, Inc.			78.50	
1200. Government Recording and Transfer Charges				
1201. Government recording charges	(from GFE #7)		95.00	40.00
1202. Deed \$ Mortgage \$ Release \$				
1203. Transfer taxes	(from GFE #6)		663.00	
1204. City/County tax/stamps Deed \$ 553.00 Mortgage \$				
1205. State tax/stamps Deed \$ Mortgage \$				
1206. Excise Tax Deed \$				
1207. Aggregate Recording Fee to Titor Title of Nevada, Inc.	\$ 135.00			
1300. Additional Settlement Charges				
1301. Required services that you can shop for	(from GFE #6)			
1302. \$				
1303. \$				
1304.				
1305. Notary Fee to BancServ			150.00	
1306. Real Property Taxes - 4th qtr to Clark County Treasurer			321.92	
1307. Home Warranty to Old Republic Home Protection				455.00
1308. HOA Transfer Fee to Excellence Comm Mgmt				250.00
1309. HOA Dues/Fees- March to Paloma HOA			40.00	
1310. SID Payoff to City of Las Vegas.				567.70
1311. Trash Bill to Republic Services				26.38
1313. Sewer Bill to City of Las Vegas				235.98
1314. HOA Transfer Fee to CAMCO				125.00
1315. HOA Dues to Elkhorn Comm Assoc			66.00	81.00
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)			6,879.05	6,066.81

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

lmortgage.com, Inc

0611020015

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
Our origination charge	HUD-1 Line Number # 801	2,029.20	2,029.20
Your credit or charge (points) for the specific interest rate chosen	# 802	1,039.20	1,039.20
Your adjusted origination charges	# 803	3,068.40	3,068.40
Transfer taxes	# 1203	663.00	663.00
Total		3,731.40	3,731.40
Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	150.00	95.00
Appraisal fee	# 804	700.00	500.00
Tax service	# 806	85.00	85.00
Flood certification	# 807	25.00	25.00
Total		960.00	705.00
Increase between GFE and HUD-1 Charges		\$ (255.00) or	(26.56)%
Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001	713.86	286.75
Daily interest charges	# 901 \$16.0151 /day	480.45	16.02
Homeowner's insurance	# 903	420.00	432.96
Title services and lender's title insurance	# 1101	1,850.00	905.50
Owner's title insurance	# 1103	842.00	145.00

Loan Terms

Your initial loan amount is \$ 103,920.00

Your loan term is 30 years

Your initial interest rate is 5.625 %

Your initial monthly amount owed for principal, interest, and any mortgage insurance is \$ 586.22 includes

☒ Principal
☒ Interest
☐ Mortgage Insurance

Can your interest rate rise?
☒ No. ☐ Yes, it can rise to a maximum of % . The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .

Even if you make payments on time, can your loan balance rise?
☒ No. ☐ Yes, it can rise to a maximum of \$

Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?
☒ No. ☐ Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$

Does your loan have a prepayment penalty?
☒ No. ☐ Yes, your maximum prepayment penalty is \$

Does your loan have a balloon payment?
☒ No. ☐ Yes, you have a balloon payment of \$ due in years on

Total monthly amount owed including escrow account payments
☐ You do not have a monthly payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself.
☒ You have an additional monthly escrow payment of \$ 143.39 that results in a total initial monthly amount owed of \$ 741.61 . This includes principal, interest, any mortgage insurance and any items checked below:
☒ Property taxes ☒ Homeowner's Insurance
☐ Flood Insurance ☐
☐ ☐

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender

Payoff Addendum

BREAKDOWN OF PAYOFF ON HUD line 504

Payoff to: R/S Investment Holdings LTD

Loan #:

Description	Amount
Principal Balance	57,265.00
Interest	0.00
Total Payoff	57,265.00
Total as shown on HUD line #504.	57,265.00



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
Buyer: 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

TTN00136
LBC136.TX

Danka Michaels000839

AA02188



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

TTN00137
SBCLSLTR

Danka Michaels000840

AA02189



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

BCLOS/LTR
TTN00138

Danka Michaels000841

AA02190

Form 1040

Department of the Treasury - Internal Revenue Service

U.S. Individual Income Tax Return

2005

(99)

iRS Use Only-Do not write or staple in this space.

Label (See instructions on page 16.) Use the IRS label. Otherwise, please print or type.	For the year Jan. 1-Dec. 31, 2005, or other tax year beginning 2005, ending 20	OMB No. 1545-0074	
	Your first name and initial THOMAS A	Last name PICKENS	Your social security number
	If a joint return, spouse's first name and initial	Last name	Spouse's social security number
	Home address (number and street). If you have a PO box, see page 16 9517 QUEEN CHARLOTTE DR	Apt. no.	You must enter your SSN(s) above. ▲
City, town or post office, state, and ZIP code. If you have a foreign address, see page 16 LAS VEGAS	NV 89145	Checking a box below will not change your tax or refund.	
Presidential Election Campaign	Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 16)	<input type="checkbox"/> You <input type="checkbox"/> Spouse	
Filing Status	1 <input checked="" type="checkbox"/> Single	4 <input type="checkbox"/> Head of household (with qualifying person). (See page 17.) If the qualifying person is a child but not your dependent, enter this child's name here	
	2 <input type="checkbox"/> Married filing jointly (even if only one had income)		
	3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here		
	5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see page 17)		
Exemptions	6 a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a	Boxes checked on 6a and 6b 1	
	b <input type="checkbox"/> Spouse	No. of children on 6c who	
	c Dependents:	(4) Check if qualifying child for child tax credit (see page 19)	
	(1) First name Last name	(2) Dependent's social security number	
	(3) Dependent's relationship to you	(4) Check if qualifying child for child tax credit (see page 19)	
	d Total number of exemptions claimed	Add numbers on lines above 1	
Income	7 Wages, salaries, tips, etc. Attach Form(s) W-2	7 155,312	
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.	8 a Taxable interest. Attach Schedule B if required	8 a	
	b Tax-exempt interest. Do not include on line 8a 8b		
	9 a Ordinary dividends. Attach Schedule B if required	9 a	
	b Qualified dividends (see page 23) 9b		
	10 Taxable refunds, credits, or offsets of state and local income taxes (see page 23)	10	
	11 Alimony received	11	
	12 Business income or (loss). Attach Schedule C or C-EZ	12	
	13 Capital gain or (loss). Attach Schedule D if required. If not required, check here	13	
	14 Other gains or (losses). Attach Form 4797	14	
	15 a IRA distributions 15a	b Taxable amount (see page 25) 15b	
	16 a Pensions and annuities 16a	b Taxable amount (see page 25) 16b	
	17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	17	
	18 Farm income or (loss). Attach Schedule F	18	
	19 Unemployment compensation	19	
	20 a Social security benefits 20a	b Taxable amount (see page 27) 20b	
	21 Other income	21	
	22 Add the amounts in the far right column for lines 7 through 21. This is your total income	22 155,312	
Adjusted Gross Income	23 Educator expenses (see page 29) 23		
	24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ 24		
	25 Health savings account deduction. Attach Form 8889 25		
	26 Moving expenses. Attach Form 3903 26		
	27 One-half of self-employment tax. Attach Schedule SE 27		
	28 Self-employed SEP, SIMPLE, and qualified plans 28		
	29 Self-employed health insurance deduction (see page 30) 29		
	30 Penalty on early withdrawal of savings 30		
	31 a Alimony paid b Recipient's SSN 31a		
	32 IRA deduction (see page 31) 32		
	33 Student loan interest deduction (see page 33) 33		
	34 Tuition and fees deduction (see page 34) 34		
	35 Domestic production activities deduction. Attach Form 8803 35		
	36 Add lines 23 through 31a and 32 through 35 36		
	37 Subtract line 36 from line 22. This is your adjusted gross income	37 155,312	

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 78.

EEA

Form 1040 (2005)

Tax and Credits**Standard Deduction for—**

• People who checked any box on line 39a or 39b or who can be claimed as a dependent, see page 36.

• All others:
Single or Married filing separately, \$5,000

Married filing jointly or Qualifying widow(er), \$10,000

Head of household, \$7,300

38	Amount from line 37 (adjusted gross income)	38	155,312
39a	Check <input type="checkbox"/> You were born before January 2, 1941, <input type="checkbox"/> Blind } Total boxes <input type="checkbox"/> if, <input type="checkbox"/> Spouse was born before January 2, 1941, <input type="checkbox"/> Blind } checked ▶ 39a		
b	If your spouse itemizes on a separate return or you were a dual-status alien, see pg. 35 & check here	39b	
40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	6,830
41	Subtract line 40 from line 38	41	148,482
42	If line 38 is over \$109,475, or you provided housing to a person displaced by Hurricane Katrina, see page 37. Otherwise, multiply \$3,200 by the total number of exemptions claimed on line 6d	42	2,944
43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	145,538
44	Tax (see page 37). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	44	35,257
45	Alternative minimum tax (see page 39). Attach Form 6251	45	
46	Add lines 44 and 45	46	35,257
47	Foreign tax credit. Attach Form 1116 if required	47	
48	Credit for child and dependent care expenses. Attach Form 2441	48	
49	Credit for the elderly or the disabled. Attach Schedule R	49	
50	Education credits. Attach Form 8863	50	
51	Retirement savings contributions credit. Attach Form 8880	51	
52	Child tax credit (see page 41). Attach Form 8901 if required	52	
53	Adoption credit. Attach Form 8839	53	
54	Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8859	54	
55	Other credits. Check applicable box(es): a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> 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	
59	Social security and Medicare tax on tip income not reported to employer. Attach Form 4137	59	
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	Add lines 57 through 62. This is your total tax	63	35,257
64	Federal income tax withheld from Forms W-2 and 1099	64	26,584
65	2005 estimated tax payments and amount applied from 2004 return	65	
66a	Earned income credit (EIC)	66a	
b	Nontaxable combat pay election. ▶ 66b		
67	Excess social security and tier 1 RRTA tax withheld (see page 58)	67	1,209
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 <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885	70	
71	Add lines 64, 65, 66a, and 67 through 70. These are your total payments	71	27,793
72	If line 71 is more than line 63, subtract line 63 from line 71. This is the amount you overpaid	72	
73a	Amount of line 72 you want refunded to you	73a	
b	Routing number	Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
d	Account number		
74	Amount of line 72 you want applied to your 2006 estimated tax	74	
75	Amount you owe. Subtract line 71 from line 63. For details on how to pay, see page 60	75	9,288
76	Estimated tax penalty (see page 60)	76	1,824

Third Party Designee

Do you want to allow another person to discuss this return with the IRS (see page 61)? ☐ Yes. Complete the following ☒ No

Sign Here

Joint return? See page 17.

Keep a copy for your records.

Designee's name	Phone no	Personal identification number (PIN)
Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.		
Your signature	Date	Your occupation
Spouse's signature. If a joint return, both must sign	Date	Spouse's occupation

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code	09-16-2018	<input checked="" type="checkbox"/>	P00391972
ROBERT S. SEMONIAN, CPA			EIN 95-4514704
P.O. BOX 5605			Phone no 805-659-5344
VENTURA CA 93005			

SCHEDULES A&B
(Form 1040)

Schedule A - Itemized Deductions

OMB No. 1545-0074

2005

Department of the Treasury
Internal Revenue Service (99)

▶ **Attach to Form 1040.** ▶ **See Instructions for Schedules A & B (Form 1040).**

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Your social security number

THOMAS A PICKENS

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see page A-2)	1			
2	Enter amount from Form 1040, line 38	2			
3	Multiply line 2 by 7.5% (.075)	3			
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			
Taxes You Paid		5 State and local (check only one box):			
a <input type="checkbox"/> Income taxes, or		5	1,243		
b <input checked="" type="checkbox"/> General sales taxes (see page A-3)		6			
6 Real estate taxes (see page A-5)		7			
7 Personal property taxes		8	762		
8 Other taxes. List type and amount: DMV		9	2,005		
9 Add lines 5 through 8					
Interest You Paid		10			
10 Home mortgage interest and points reported to you on Form 1098		11			
11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-6 and show that person's name, identifying no., and address		12			
12 Points not reported to you on Form 1098. See page A-6 for special rules		13			
13 Investment interest. Attach Form 4952 if required. (See page A-6.)		14			
14 Add lines 10 through 13					
Gifts to Charity		15a	1,750		
15a Total gifts by cash or check. If you made any gift of \$250 or more, see page A-7		15b			
b Gifts by cash or check after August 27, 2005, that you elect to treat as qualified contributions (see page A-7)		16	475		
16 Other than by cash or check. If any gift of \$250 or more, see page A-7. You must attach Form 8283 if over \$500		17			
17 Carryover from prior year		18	2,225		
18 Add lines 15a, 16, and 17					
Casualty and Theft Losses		19			
19 Casualty or theft loss(es). Attach Form 4684. (See page A-8.)					
Job Expenses and Certain Miscellaneous Deductions		20	5,987		
20 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See page A-8.)		21			
FORM 2106 5,987		22			
21 Tax preparation fees		23	5,987		
22 Other expenses - investment, safe deposit box, etc. List type and amount		24	155,312		
23 Add lines 20 through 22		25	3,106		
24 Enter amount from Form 1040, line 38		26	2,881		
25 Multiply line 24 by 2% (.02)					
26 Subtract line 25 from line 23. If line 25 is more than line 23, enter -0-					
Other Miscellaneous Deductions		27			
27 Other - from list on page A-9. List type and amount					
Total Itemized Deductions		28	6,830		
28 Is Form 1040, line 38, over \$145,950 (over \$72,975 if married filing separately)?					
<input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 27. Also, enter this amount on Form 1040, line 40.					
<input checked="" type="checkbox"/> Yes. Your deduction may be limited. See page A-9 for the amount to enter.					
29 If you elect to itemize deductions even though they are less than your standard deduction, check here					

For Paperwork Reduction Act Notice, see Form 1040 instructions.

EEA

Schedule A (Form 1040) 2005

Form 2106

Employee Business Expenses

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions.

2005

▶ Attach to Form 1040.

Attachment
Sequence No. 54

Your name

THOMAS A PICKENS

Occupation in which you incurred expenses

PROJECT MANAGER

Social security number

Part I Employee Business Expenses and Reimbursements

Step 1 Enter Your Expenses	Column A Other Than Meals and Entertainment	Column B Meals and Entertainment
1 Vehicle expense from line 22c or line 29. (Rural mail carriers: See instructions.)	1 3,127	
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	
4 Business expenses not included on lines 1 through 3. Do not include meals and entertainment	4 950	
5 Meals and entertainment expenses (see instructions)	5	3,820
6 Total expenses. In Column A, add lines 1 through 4 and enter the result. In Column B, enter the amount from line 5	6 4,077	3,820

Note: If you were not reimbursed for any expenses in Step 1, skip line 7 and enter the amount from line 6 on line 8.

Step 2 Enter Reimbursements Received From Your Employer for Expenses Listed in Step 1

7 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)	7		
---	---	--	--

Step 3 Figure Expenses To Deduct on Schedule A (Form 1040)

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	8 4,077	3,820
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 70% (.70) instead of 50%. For details, see instructions.)	9 4,077	1,910
10 Add the amounts on line 9 of both columns and enter the total here. Also, enter the total on Schedule A (Form 1040), line 20. (Reservists, qualified performing artists, fee-basis state or local government officials, and individuals with disabilities: See the instructions for special rules on where to enter the total.) ▶	10	5,987

For Paperwork Reduction Act Notice, see instructions.

EEA

Form 2106 (2005)

Part II Vehicle Expenses**Section A - General Information** (You must complete this section if you are claiming vehicle expenses.)

		(a) Vehicle 1	(b) Vehicle 2
11	Enter the date the vehicle was placed in service	11 2001-01-04	
12	Total miles the vehicle was driven during 2005	12 16,112 miles	miles
13	Business miles included on line 12	13 7,160 miles	miles
14	Percent of business use. Divide line 13 by line 12	14 44.44 %	%
15	Average daily roundtrip commuting distance	15 5 miles	miles
16	Commuting miles included on line 12	16 1,250 miles	miles
17	Other miles. Add lines 13 and 16 and subtract the total from line 12	17 7,702 miles	miles
18	Do you (or your spouse) have another vehicle available for personal use?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
19	Was your vehicle available for personal use during off-duty hours?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
20	Do you have evidence to support your deduction?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
21	If "Yes," is the evidence written?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Section B - Standard Mileage Rate (See the instructions for Part II to find out whether to complete this section or Section C.)

22 a	Multiply business miles driven before September 1, 2005 by 40.5 cents (.405)	22a 1,750	
b	Multiply business miles driven after August 31, 2005 by 48.5 cents (.485)	22b 1,377	
c	Add lines 22a and 22b. Enter the result here and on line 1	22c 3,127	

Section C - Actual Expenses

		(a) Vehicle 1	(b) Vehicle 2
23	Gasoline, oil, repairs, vehicle insurance, etc	23	
24 a	Vehicle rentals	24a	
b	Inclusion amount (see instructions)	24b	
c	Subtract line 24b from line 24a	24c	
25	Value of employer-provided vehicle (applies only if 100% of annual lease value was included on Form W-2 - see instructions)	25	
26	Add lines 23, 24c, and 25	26	
27	Multiply line 26 by the percentage on line 14	27	
28	Depreciation (see instructions)	28	
29	Add lines 27 and 28. Enter total here and on line 1	29	

Section D - Depreciation of Vehicles (Use this section only if you owned the vehicle and are completing Section C for the vehicle.)

		(a) Vehicle 1	(b) Vehicle 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 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 in the line 36 instructions	36	
37	Multiply line 36 by the percentage on line 14	37	
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 amount on line 28 above	38	

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: \$ XXX XX. Do not use dashes or lines (for example, do not enter "\$ XXX—" or "\$ XXX^{XX}/₁₀₀").

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

- 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 long 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

▼ Detach Here and Mail With Your Payment and Return ▼

Form 1040-V (2005)

Department of the Treasury Internal Revenue Service	2005	Form 1040-V Payment Voucher
<p>▶ Use this voucher when making a payment with Form 1040</p> <p>▶ Do not staple this voucher or your payment to Form 1040</p> <p>▶ Make your check or money order payable to the "United States Treasury"</p> <p>▶ Write your social security number (SSN) on your check or money order.</p>		
Enter the amount of your payment	Dollars 9,288	Cents

1024

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

P0 Box 7704
San Francisco, CA 94120-7704

WS PICK 30 0 200512 610

Declaration Control Number (DCN)

00-950884-01387-6

iRS Use Only - Do not write or staple in this space.

Form 8453

U.S. Individual Income Tax Declaration
for an IRS e-file Return

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service

For the year January 1-December 31, 2005

2005

See instructions.

Use the
IRS label.
Otherwise,
please
print or
type

LABEL HERE	Your first name and initial THOMAS A		Last name PICKENS		Your social security number [REDACTED]	
	If a joint return, spouse's first name and initial		Last name		Spouse's social security number	
	Home address (number and street) If you have a P.O. box, see instructions. 9517 QUEEN CHARLOTTE DR				Apt. no.	
	City, town or post office, state, and ZIP code LAS VEGAS, NV 89145				<div style="border: 1px solid black; padding: 5px;"> Important! You must enter your SSN(s) above. </div>	
						Daytime phone number

Part I Tax Return Information (Whole dollars only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	155,312
2	Total tax (Form 1040, line 63; Form 1040A, line 38; Form 1040EZ, line 10)	2	35,257
3	Federal income tax withheld (Form 1040, line 64; Form 1040A, line 39; Form 1040EZ, line 7)	3	26,584
4	Refund (Form 1040, line 73a; Form 1040A, line 45a; Form 1040EZ, line 11a)	4	
5	Amount you owe (Form 1040, line 75; Form 1040A, line 47; Form 1040EZ, line 12)	5	9,288

Part II Declaration of Taxpayer (Sign only after Part I is completed.) **Be sure to keep a copy of your tax return.**

6a ☐ I consent that my refund be directly deposited as designated in the electronic portion of my 2005 Federal income tax return. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund.

b ☒ I do not want direct deposit of my refund or I am not receiving a refund.

c ☐ I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request 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. I also 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.

If I have filed a balance due return, I understand that if the IRS does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties. If I have filed a joint Federal and state tax return and there is an error on my state return, I understand my Federal return will be rejected.

Under penalties of perjury, 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, 2005, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of my electronic income tax return. I consent to allow my electronic return originator (ERO) to send my return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund.

Sign
Here

Your signature

Date

Spouse's signature, if a joint return, both must sign

Date

Part III Declaration of Electronic Return Originator (ERO) and Paid Preparer (See instructions.)

I declare that I have reviewed the above taxpayer's return and that the entries on Form 8453 are complete and correct to the best of my knowledge. If I am only a collector, I am not responsible for reviewing the return and only declare that this form accurately reflects the data on the return. The taxpayer will have signed this form before I submit the return. I will give the taxpayer a copy of all forms and information to be filed with the IRS, and have followed all other requirements in Pub. 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns. If I am also the Paid Preparer, under penalties of perjury, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. This Paid Preparer declaration is based on all information of which I have any knowledge.

ERO's signature	ERO's signature	Date	Check if also paid preparer <input checked="" type="checkbox"/>	Check if self-employed <input checked="" type="checkbox"/>	ERO's SSN or PTIN P00391972
	Use Firm's name (or yours if self-employed), address, and ZIP code		EIN	Phone no.	
	ROBERT S. SEMONIAN, CPA		95-4514704		
	P.O. BOX 5605				
	VENTURA, CA 93005			805-659-5344	

Under penalties of perjury, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. This declaration is based on all information of which I have any knowledge.

Paid Preparer's signature	Preparer's signature	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
	Use Firm's name (or yours if self-employed), address, and ZIP code		EIN	Phone no.

For Paperwork Reduction Act Notice, see instructions.

EEA

Form 8453 (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. ☒ Your federal income tax return/extension for 2005 was filed electronically with the
FRESNO 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
 - a. ☐ 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).
 - b. ☐ 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.
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.
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 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 refund information, call the IRS office at 1-800-829-1954.

THOMAS A PICKENS

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 (SM 1-800-272-9829) or 1-888-PAY-1040 (SM 1-888-729-1040), or visit www.officialpayments.com or www.PAY1040.com. You may use a VISA (SM), American Express (R) Card, Discover Card (R), or MasterCard (R) Card. 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 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 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 Acknowledgment 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.

a Control number		OMB No. 1545-0008		Safe, accurate, FAST! Use IRS e-file		Visit the IRS website at www.irs.gov/efile.	
b Employer identification number (EIN) 88-0136443				1 Wages, tips, other compensation 135,812		2 Federal income tax withheld 25,434	
c Employer's name, address, and ZIP code STATION CASINOS INC 2411 WEST SAHARA AVE LAS VEGAS NV 89102				3 Social security wages 90,000		4 Social security tax withheld 5,580	
				5 Medicare wages and tips 135,812		6 Medicare tax withheld 1,969	
				7 Social security tips		8 Allocated tips	
d Employee's social security number [REDACTED]				9 Advance EIC payment		10 Dependent care benefits	
e Employee's first name and initial Last name THOMAS A PICKENS 10261 COPPARO RD LAS VEGAS NV 89134				11 Nonqualified plans		12a See instructions for box 12 c 2005 129	
				13 Statutory employee <input type="checkbox"/> Retirement plan <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b <input type="checkbox"/>	
				14 Other		12c <input type="checkbox"/>	
						12d <input type="checkbox"/>	
f Employee's address and ZIP code							
15 State Employer's state ID no NV		16 State wages, tips, etc 135,812		17 State income tax		18 Local wages, tips, etc	
						19 Local income 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.

EEA

Danka Michaels001178

AA02200

a Control number		OMB No. 1545-0048		Safe, accurate, FAST! Use		IRS e-file		Visit the IRS website at www.irs.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		4 Social security tax withheld 1,209			
				5 Medicare wages and tips 19,500		6 Medicare tax withheld 283			
				7 Social security tips		8 Allocated tips			
d Employee's social security number				9 Advance EIC payment		10 Dependent care benefits			
e Employee's first name and initial Last name THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145				11 Nonqualified plans		12a See instructions for box 12			
				13 Statutory employee <input type="checkbox"/> Retiree <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b			
				14 Other		12c			
						12d			
f Employee's address and ZIP code				15 State Employer's state ID no NV 1		16 State wages, tips, etc. 19,500		17 State income tax	
				18 Local wages, tips, etc.		19 Local income 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.

EEA

Danka Michaels001179

AA02201

Form 1040		Department of the Treasury - Internal Revenue Service		U.S. Individual Income Tax Return		2006	(99)	IRS Use Only-Do not write or staple in this space.								
Label (See instructions on page 16.) Use the IRS label. Otherwise, please print or type.	L	For the year Jan. 1-Dec. 31, 2006, or other tax year beginning 2006, ending 20		OMB No. 1545-0074								
	A	Your first name and initial		Last name		Your social security number										
	B	THOMAS A		PICKENS												
	E	If a joint return, spouse's first name and initial		Last name		Spouse's social security number										
	L	Home address (number and street). If you have a P.O. box, see page 16		Apt. no.		You must enter your SSN(s) above. ▲										
		9517 QUEEN CHARLOTTE DR														
		City, town or post office, state, and ZIP code. If you have a foreign address, see page 16.				Checking a box below will not change your tax or refund.										
		LAS VEGAS		NV 89145												
Presidential Election Campaign	Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 16) <input type="checkbox"/> You <input type="checkbox"/> Spouse															
Filing Status Check only one box.	1 <input checked="" type="checkbox"/> Single		4 <input type="checkbox"/> Head of household (with qualifying person). (See page 17.) If the qualifying person is a child but not your dependent, enter this child's name here.													
	2 <input type="checkbox"/> Married filing jointly (even if only one had income)															
	3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here															
			5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see page 17)													
Exemptions If more than four dependents, see page 19.	6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a		Boxes checked on 6a and 6b		1											
	b <input type="checkbox"/> Spouse		No. of children on 6c who													
	c Dependents:		(1) First name		Last name		(2) Dependent's social security number		(3) Dependent's relationship to you		(4) Check if qualifying child for child tax credit (see page 19)		● lived with you		● did not live with you due to divorce or separation (see page 20)	
	d Total number of exemptions claimed		Add numbers on lines above		1											
Income Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld. If you did not get a W-2, see page 23. Enclose, but do not attach, any payment. Also, please use Form 1040-V.	7 Wages, salaries, tips, etc. Attach Form(s) W-2		7													
	8a Taxable interest. Attach Schedule B if required		8a													
	b Tax-exempt interest. Do not include on line 8a		8b													
	9a Ordinary dividends. Attach Schedule B if required		9a													
	b Qualified dividends (see page 23)		9b													
	10 Taxable refunds, credits, or offsets of state and local income taxes (see page 24)		10													
	11 Alimony received		11													
	12 Business income or (loss). Attach Schedule C or C-EZ		12													
	13 Capital gain or (loss). Attach Schedule D if required. If not required, check here		13													
	14 Other gains or (losses). Attach Form 4797		14													
	15a IRA distributions		15a		b Taxable amount (see page 25)		15b									
	16a Pensions and annuities		16a		b Taxable amount (see page 26)		16b									
	17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17													
	18 Farm income or (loss). Attach Schedule F		18													
	19 Unemployment compensation		19													
20a Social security benefits		20a		b Taxable amount (see page 27)		20b										
21 Other income		21														
22 Add the amounts in the far right column for lines 7 through 21. This is your total income		22														
Adjusted Gross Income	23 Archer MSA deduction. Attach Form 8853		23													
	24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ		24													
	25 Health savings account deduction. Attach Form 8889		25													
	26 Moving expenses. Attach Form 3903		26													
	27 One-half of self-employment tax. Attach Schedule SE		27													
	28 Self-employed SEP, SIMPLE, and qualified plans		28													
	29 Self-employed health insurance deduction (see page 29)		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 Student loan interest deduction (see page 33)		33													
	34 Jury duty pay you gave to your employer		34													
	35 Domestic production activities deduction. Attach Form 8803		35													
	36 Add lines 23 through 31a and 32 through 35		36													
	37 Subtract line 36 from line 22. This is your adjusted gross income		37						0							

Tax and Credits	38	Amount from line 37 (adjusted gross income)	38	0
	39a	Check <input type="checkbox"/> You were born before January 2, 1942. <input type="checkbox"/> Blind. <input type="checkbox"/> Total boxes checked <input type="checkbox"/> 39a		
		if: <input type="checkbox"/> Spouse was born before January 2, 1942. <input type="checkbox"/> Blind.		
Standard Deduction for— • People who checked any box on line 39a or 39b or who can be claimed as a dependent, see page 34 • All others: Single or Married filing separately, \$5,150 Married filing jointly or Qualifying widow(er), \$10,300 Head of household, \$7,550	b	If your spouse itemizes on a separate return or you were a dual-status alien, see pg 34 & check here	39b	
	40	Itemized deductions (from Schedule A) or your standard deduction (see left margin)	40	5,150
	41	Subtract line 40 from line 38	41	0
	42	If line 38 is over \$112,875, or you provided housing to a person displaced by Hurricane Katrina, see page 36. Otherwise, multiply \$3,300 by the total number of exemptions claimed on line 6d	42	3,300
	43	Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0-	43	0
	44	Tax (see page 36). Check if any tax is from: a <input type="checkbox"/> Form(s) 8814 b <input type="checkbox"/> Form 4972	44	0
	45	Alternative minimum tax (see page 39). Attach Form 6251	45	
	46	Add lines 44 and 45	46	
	47	Foreign tax credit. Attach Form 1116 if required	47	
	48	Credit for child and dependent care expenses. Attach Form 2441	48	
	49	Credit for the elderly or the disabled. Attach Schedule R	49	
	50	Education credits. Attach Form 8863	50	
	51	Retirement savings contributions credit. Attach Form 8880	51	
	52	Residential energy credits. Attach Form 5695	52	
	53	Child tax credit (see page 42). Attach Form 8901 if required	53	
	54	Credits from: a <input type="checkbox"/> Form 8396 b <input type="checkbox"/> Form 8839 c <input type="checkbox"/> Form 8859	54	
	55	Other credits: a <input type="checkbox"/> Form 3800 b <input type="checkbox"/> Form 8801 c <input type="checkbox"/> 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 Taxes	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	
	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	
	65	2006 estimated tax payments and amount applied from 2005 return	65	
	66a	Earned income credit (EIC)	66a	
	b	Nontaxable combat pay election	66b	
	67	Excess social security and tier 1 RRTA tax 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 <input type="checkbox"/> Form 2439 b <input type="checkbox"/> Form 4136 c <input type="checkbox"/> Form 8885	70	
	71	Credit for federal telephone excise 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
Refund Direct deposit? See page 61 and fill in 74b, 74c, and 74d, or Form 8888.	73	If line 72 is more than line 63, subtract line 63 from line 72. This is the amount you overpaid	73	
	74a	Amount of line 73 you want refunded to you. If Form 8888 is attached, check here	74a	
	b	Routing number	c Type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings	
	d	Account number		
	75	Amount of line 73 you want applied to your 2007 estimated tax	75	
Amount You Owe	76	Amount you owe. Subtract line 72 from line 63. For details on how to pay, see page 62	76	
	77	Estimated tax penalty (see page 62)	77	
Third Party Designee	Do you want to allow another person to discuss this return with the IRS (see page 63)? <input type="checkbox"/> Yes. Complete the following. <input checked="" type="checkbox"/> No			
	Designee's name	Phone no	Personal identification number (PIN)	
Sign Here Joint return? See page 17. Keep a copy for your records.	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge			
	Your signature	Date	Your occupation	Daytime phone number
	Spouse's signature. If a joint return, both must sign.	Date	Spouse's occupation	
Paid Preparer's Use Only	Preparer's signature	Date	Check if self-employed <input checked="" type="checkbox"/>	Preparer's SSN or PTIN
	Firm's name (or yours if self-employed), address, and ZIP code	09-16-2018		P00391972
	ROBERT S. SEMONIAN, CPA		EIN	95-4514704
	P.O. BOX 5605		Phone no.	805-659-5344
	VENTURA	CA 93005		

Form 6251

Alternative Minimum Tax - Individuals

OMB No. 1545-0074

▶ See separate instructions.

2006

Department of the Treasury
Internal Revenue Service (99)

▶ Attach to Form 1040 or Form 1040NR.

Attachment
Sequence No. 32

Name(s) shown on Form 1040 or Form 1040NR

Your social security number

THOMAS A PICKENS

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)

1	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.)	1	
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2 1/2% of Form 1040, line 38	2	
3	Taxes from Schedule A (Form 1040), line 9	3	
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 26	5	
6	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)	6	()
7	Tax refund from Form 1040, line 10 or line 21	7	()
8	Investment interest expense (difference between regular tax and AMT)	8	
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Interest from specified private activity bonds exempt from the regular tax	11	
12	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	
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	
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	
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	Income from certain installment sales before January 1, 1987	24	()
25	Intangible drilling costs preference	25	
26	Other adjustments, including income-based related adjustments	26	
27	Alternative tax net operating loss deduction	27	()
28	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

29 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 . . .
Single or head of household	\$112,500	\$42,500	29 42,500
Married filing jointly or qualifying widow(er)	150,000	62,550	
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.			
30	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
31	● 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 the back and enter the amount from line 55 here. ● All others: If line 30 is \$175,000 or less (\$87,500 or less if married filing 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.		31
32	Alternative minimum tax foreign tax credit (see page 8 of the instructions)		32
33	Tentative minimum tax. Subtract line 32 from line 31		33 0
34	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)		34
35	Alternative minimum tax. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45		35 0

For Paperwork Reduction Act Notice, see page 10 of the instructions.

EEA

Form 6251 (2006)

Form **2106**Department of the Treasury
Internal Revenue Service (99)**Employee Business Expenses**

▶ See separate instructions.

▶ Attach to Form 1040 or Form 1040NR.

OMB No. 1545-0074

2006Attachment
Sequence No. **54**

Your name

THOMAS A PICKENS

Occupation in which you incurred expenses

PROJECT MANAGER

Social security number

Part I Employee Business Expenses and Reimbursements

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 carriers. See instructions.)	1	
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	
4 Business expenses not included on lines 1 through 3. Do not include meals and entertainment	4	
5 Meals and entertainment expenses (see instructions)	5	
6 Total expenses. In Column A, add lines 1 through 4 and enter the result. In Column B, enter the amount from line 5	6	

Note: If you were not reimbursed for any expenses in Step 1, skip line 7 and enter the amount from line 6 on line 8.

Step 2 Enter Reimbursements Received From Your Employer for Expenses Listed in Step 1

7 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)	7	
---	---	--

Step 3 Figure Expenses To Deduct on Schedule A (Form 1040)

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)	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.)	9	
10 Add the amounts on line 9 of both columns and enter the total here. Also, enter the total on Schedule A (Form 1040), line 20 (or on Schedule A (Form 1040NR), line 9.) (Reservists, qualified performing artists, fee-basis state or local government officials, and individuals with disabilities. See the instructions for special rules on where to enter the total.) ▶	10	

For Paperwork Reduction Act Notice, see instructions.

EEA

Form **2106** (2006)

Part II Vehicle Expenses**Section A - General Information**

(You must complete this section if you are claiming vehicle expenses.)

		(a) Vehicle 1	(b) Vehicle 2
11	Enter the date the vehicle was placed in service	11 2001-01-04	
12	Total miles the vehicle was driven during 2006	12 miles	miles
13	Business miles included on line 12	13 miles	miles
14	Percent of business use. Divide line 13 by line 12	14 %	%
15	Average daily roundtrip commuting distance	15 miles	miles
16	Commuting miles included on line 12	16 miles	miles
17	Other miles. Add lines 13 and 16 and subtract the total from line 12	17 miles	miles
18	Do you (or your spouse) have another vehicle available for personal use?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Was your vehicle available for personal use during off-duty hours?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
20	Do you have evidence to support your deduction?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
21	If "Yes," is the evidence written?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section B - Standard Mileage Rate (See the instructions for Part II to find out whether to complete this section or Section C.)

22	Multiply line 13 by 44.5 cents (.445)	22
----	---	----

Section C - Actual Expenses

		(a) Vehicle 1	(b) Vehicle 2
23	Gasoline, oil, repairs, vehicle insurance, etc.	23	
24 a	Vehicle rentals	24a	
b	Inclusion amount (see instructions)	24b	
c	Subtract line 24b from line 24a	24c	
25	Value of employer-provided vehicle (applies only if 100% of annual lease value was included on Form W-2 - see instructions)	25	
26	Add lines 23, 24c, and 25	26	
27	Multiply line 26 by the percentage on line 14	27	
28	Depreciation (see instructions)	28	
29	Add lines 27 and 28. Enter total here and on line 1	29	

Section D - Depreciation of Vehicles (Use this section only if you owned the vehicle and are completing Section C for the vehicle.)

		(a) Vehicle 1	(b) Vehicle 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 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 in the line 36 instructions	36	
37	Multiply line 36 by the percentage on line 14	37	
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 amount on line 28 above	38	

Declaration Control Number (DCN)

00-950884-01294-7

IRS Use Only - Do not write or staple in this space.

Form 8453

U.S. Individual Income Tax Declaration
for an IRS e-file Return

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service

For the year January 1-December 31, 2006

2006

See instructions.

Use the
IRS label.
Otherwise,
please
print or
type.L
A
B
E
L

H
E
R
E

Your first name and initial

THOMAS A

Last name

PICKENS

Your social security number

[REDACTED]

Spouse's social security number

[REDACTED]

If a joint return, spouse's first name and initial

Last name

Home address (number and street) if you have a P.O. box, see instructions

9517 QUEEN CHARLOTTE DR

Apt. no.

City, town or post office, state, and ZIP code

LAS VEGAS, NV 89145

Important!
You must enter
your SSN(s) above.

Daytime phone number

Part I Tax Return or Request for Refund Information (Whole dollars only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1
2	Total tax (Form 1040, line 63; Form 1040A, line 37; Form 1040EZ, line 11)	2
3	Federal income tax withheld (Form 1040, line 64; Form 1040A, line 38; Form 1040EZ, line 7)	3
4	Refund (Form 1040, line 74a; Form 1040A, line 45a; Form 1040EZ, line 12a; Form 1040EZ-T, line 1a)	4
5	Amount you owe (Form 1040, line 76; Form 1040A, line 47; Form 1040EZ, line 13)	5

Part II Declaration of Taxpayer (Sign only after Part I is completed.) Be sure to keep a copy of your tax return.

6a ☐ I consent that my refund be directly deposited as designated in the refund section of my 2006 federal income tax return (or Form 1040EZ-T, request for refund, or Form 8888, if applicable). If I have filed a joint return, or request for refund, this is an irrevocable appointment of the other spouse as an agent to receive the refund.

b ☒ I do not want direct deposit of my refund or I am not receiving a refund.

c ☐ I authorize the U.S. Treasury and its designated Financial Agent to initiate an ACH electronic funds withdrawal entry to the financial institution account indicated in the tax preparation software for payment of my federal taxes owed on this return and for a payment of estimated tax. I further understand that this authorization may apply to future federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request 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. I also 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.

If I have filed a balance due return, I understand that if the IRS does not receive full and timely payment of my tax liability, I will remain liable for the tax liability and all applicable interest and penalties. If I have filed a joint federal and state tax return, or request for refund, and there is an error on my state return, I understand my federal return, or request for refund will be rejected.

Under penalties of perjury, I declare that I have examined a copy of my electronic individual income tax return, or request for refund, and accompanying schedules and statements for the tax year ending December 31, 2006, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that the amounts in Part I above are the amounts shown on the copy of my electronic income tax return, or request for refund. I consent to allow my electronic return originator (ERO) to send my return, or request for refund, to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund.

Sign
Here

Your signature

Date

Spouse's signature, if a joint return, or request for refund.

both must sign

Date

Part III Declaration of Electronic Return Originator (ERO) and Paid Preparer (See instructions.)

I declare that I have reviewed the above taxpayer's return, or request for refund, and that the entries on Form 8453 are complete and correct to the best of my knowledge. If I am only a collector, I am not responsible for revising the return, or request for refund, and only declare that this form accurately reflects the data on the return. The taxpayer will have signed this form before I submit the return, or request for refund. I will give the taxpayer a copy of all forms and information to be filed with the IRS and have followed all other requirements in Pub. 1345, Handbook for Authorized IRS e-file Providers of Individual Income Tax Returns. If I am also the Paid Preparer, under penalties of perjury, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. This Paid Preparer declaration is based on all information of which I have any knowledge.

ERO's signature	Date	Check if also paid preparer	Check if self-employed	ERO's SSN or PTIN
ROBERT S. SEMONIAN, CPA		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	P00391972
Firm's name (or yours if self-employed), address, and ZIP code	EIN			
P.O. BOX 5605	95-4514704			
VENTURA, CA 93005	Phone no.			
	805-659-5344			

Under penalties of perjury, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. This declaration is based on all information of which I have any knowledge.

Preparer's signature	Date	Check if self-employed	Preparer's SSN or PTIN
		<input type="checkbox"/>	
Firm's name (or yours if self-employed), address, and ZIP code	EIN		
	Phone no.		

For Paperwork Reduction Act Notice, see instructions.

EEA

Form 8453 (2006)

Form **9325**
(Rev. January 2007)

Department of the Treasury - Internal Revenue Service

**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. ☒ Your federal income tax return/extension for **2006** was filed electronically with the **FRESNO** 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 **00950884012947**
 - a. ☐ 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).
 - b. ☐ 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.
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.
5. ☐ Your electronic funds withdrawal payment was accepted.
6. ☐ Your electronic funds withdrawal payment was NOT accepted. You must pay the balance due by the prescribed due date.
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 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 you refund information, call the IRS office at 1-800-829-1954.

EEA

Form 9325 (Rev. 01-2007)

THOMAS A PICKENS

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 (1-800-272-9629) or 1-888-PAY-1040 (1-888-729-1040), or visit www.officialpayments.com or www.PAY1040.com. You may use a VISA[®], MasterCard[®], American Express[®], Discover Card[®], or Discover Card[®]. 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.

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 "T", "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 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.

Form 1040		Department of the Treasury - Internal Revenue Service		U.S. Individual Income Tax Return		2007		IRS Use Only-Do not write or staple in this space.	
Label (See instructions on page 12.) Use the IRS label. Otherwise, please print or type.	L	For the year Jan. 1-Dec. 31, 2007, or other tax year beginning		2007, ending		20		OMB No. 1545-0074	
	A	Your first name and initial		Last name				Your social security number	
	B	THOMAS A		PICKENS					
	E	If a joint return, spouse's first name and initial		Last name				Spouse's social security number	
H	Home address (number and street). If you have a P.O. box, see page 12.		Apt. no.				You must enter your SSN(s) above.		
E	9517 QUEEN CHARLOTTE DR								
Presidential Election Campaign	LAS VEGAS		NV		89145		Checking a box below will not change your tax or refund.		
Filing Status	1 <input checked="" type="checkbox"/> Single		4 <input type="checkbox"/> Head of household (with qualifying person). (See page 13.) If the qualifying person is a child but not your dependent, enter this child's name here				You <input type="checkbox"/> Spouse <input type="checkbox"/>		
Check only one box.	2 <input type="checkbox"/> Married filing jointly (even if only one had income)		3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here.						
Exemptions	6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a		6b <input type="checkbox"/> Spouse				Boxes checked on 6a and 6b: 1		
If more than four dependents, see page 15	c Dependents:		(2) Dependent's social security number		(3) Dependent's relationship to you		(4) Check if qualifying child for child tax credit (see page 15)		
	(1) First name		Last name						
d	Total number of exemptions claimed						Add numbers on lines above: 1		
Income	7 Wages, salaries, tips, etc. Attach Form(s) W-2						7 181,295		
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.	8a Taxable interest. Attach Schedule B if required						8a		
	b Tax-exempt interest. Do not include on line 8a		8b						
	9a Ordinary dividends. Attach Schedule B if required						9a		
	b Qualified dividends (see page 19)		9b						
	10 Taxable refunds, credits, or offsets of state and local income taxes (see page 20)						10		
	11 Alimony received						11		
	12 Business income or (loss). Attach Schedule C or C-EZ						12		
	13 Capital gain or (loss). Attach Schedule D if required. If not required, check here						13		
	14 Other gains or (losses). Attach Form 4797						14		
	15a IRA distributions		15a		b Taxable amount (see page 21)		15b		
If you did not get a W-2, see page 19.	16a Pensions and annuities		16a		b Taxable amount (see page 22)		16b		
	17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E						17		
	18 Farm income or (loss). Attach Schedule F						18		
	19 Unemployment compensation						19		
	20a Social security benefits		20a		b Taxable amount (see page 24)		20b		
	21 Other income.						21		
	22 Add the amounts in the far right column for lines 7 through 21. This is your total income						22 181,295		
	Adjusted Gross Income	23 Educator expenses (see page 26)		23					
		24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ		24					
		25 Health savings account deduction. Attach Form 8889		25					
26 Moving expenses. Attach Form 3903		26							
27 One-half of self-employment tax. Attach Schedule SE		27							
28 Self-employed SEP, SIMPLE, and qualified plans		28							
29 Self-employed health insurance deduction (see page 26)		29							
30 Penalty on early withdrawal of savings		30							
31a Alimony paid b Recipient's SSN		31a							
32 IRA deduction (see page 27)		32							
33 Student loan interest deduction (see page 30)		33							
34 Tuition and fees deduction. Attach Form 8917		34							
35 Domestic production activities deduction. Attach Form 8903		35							
36 Add lines 23 through 31a and 32 through 35						36			
37 Subtract line 36 from line 22. This is your adjusted gross income						37 181,295			

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 83.

EEA

Form 1040 (2007)

FEA

SCHEDULES A&B
(Form 1040)

Department of the Treasury
Internal Revenue Service

Schedule A - Itemized Deductions

▶ Attach to Form 1040. ▶ See Instructions for Schedules A&B (Form 1040).

OMB No. 1545-0074

2007

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

THOMAS A PICKENS

Your social security number

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see page A-1)	1			
2	Enter amount from Form 1040, line 38 2	2			
3	Multiply line 2 by 7.5% (.075)	3			
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			
Taxes You Paid		5 State and local (check only one box):			
(See page A-2.)		a <input type="checkbox"/> Income taxes, or		5	1,434
		b <input checked="" type="checkbox"/> General sales taxes		6	8,075
6	Real estate taxes (see page A-5)	6		7	
7	Personal property taxes	7		8	
8	Other taxes. List type and amount ▶ DMV 431	8		9	9,940
9	Add lines 5 through 8	9			
Interest You Paid		10 Home mortgage interest and points reported to you on Form 1098		10	43,924
(See page A-5.)		11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-6 and show that person's name, identifying no., and address ▶		11	
Note. Personal interest is not deductible.		12 Points not reported to you on Form 1098. See page A-6 for special rules		12	
		13 Qualified mortgage insurance premiums (See page A-7)		13	
		14 Investment interest. Attach Form 4952 if required. (See page A-7.)		14	
15	Add lines 10 through 14	15			43,924
Gifts to Charity		16 Gifts by cash or check. If you made any gift of \$250 or more, see page A-8		16	500
(if you made a gift and got a benefit for it, see page A-8)		17 Other than by cash or check. If any gift of \$250 or more, see page A-8. You must attach Form 8283 if over \$500		17	
18	Carryover from prior year	18		19	500
19	Add lines 16 through 18	19			
Casualty and Theft Losses		20 Casualty or theft loss(es). Attach Form 4684. (See page A-9.)		20	
Job Expenses and Certain Miscellaneous Deductions		21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See page A-9.) ▶		21	9,524
(See page A-9.)		FORM 2106-EZ 9,524		22	
22	Tax preparation fees	22		23	
23	Other expenses - investment, safe deposit box, etc. List type and amount ▶	23		24	9,524
24	Add lines 21 through 23	24		25	181,295
25	Enter amount from Form 1040, line 38 25	25		26	3,626
26	Multiply line 25 by 2% (.02)	26		27	5,898
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27			
Other Miscellaneous Deductions		28 Other - from list on page A-10. List type and amount ▶		28	
Total Itemized Deductions		29 Is Form 1040, line 38, over \$156,400 (over \$78,200 if married filing separately)?		29	SEE A_WKS
		<input type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. ▶		29	59,764
		<input checked="" type="checkbox"/> Yes. Your deduction may be limited. See page A-10 for the amount to enter. ▶			
30 If you elect to itemize deductions even though they are less than your standard deduction, check here ▶		<input type="checkbox"/>			

For Paperwork Reduction Act Notice, see Form 1040 instructions.

EEA

Schedule A (Form 1040) 2007

Form 6251

Alternative Minimum Tax - Individuals

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service (99)

▶ See separate instructions.

2007

▶ Attach to Form 1040 or Form 1040NR.

Attachment
Sequence No. 32

Name(s) shown on Form 1040 or Form 1040NR

Your social security number

THOMAS A PICKENS

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)

1	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.)	1	121,531
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2	
3	Taxes from Schedule A (Form 1040), line 9	3	9,940
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5	5,898
6	If Form 1040, line 38, is over \$156,400 (over \$78,200 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	(498)
7	Tax refund from Form 1040, line 10 or line 21	7	()
8	Investment interest expense (difference between regular tax and AMT)	8	
9	Depletion (difference between regular tax and AMT)	9	
10	Net operating loss deduction from Form 1040, line 21. Enter as a positive amount	10	
11	Interest from specified private activity bonds exempt from the regular tax	11	
12	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	
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	
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	
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	Income from certain installment sales before January 1, 1987	24	()
25	Intangible drilling costs preference	25	
26	Other adjustments, including income-based related adjustments	26	
27	Alternative tax net operating loss deduction	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

29	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 ... Single or head of household \$112,500 \$44,350 Married filing jointly or qualifying widow(er) 150,000 66,250 Married filing separately 75,000 33,125	29	38,257
30	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, go to line 31. If zero or less, enter -0- here and on lines 33 and 35 and skip the rest of Part II	30	98,614
31	<ul style="list-style-type: none"> 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. All others: If line 30 is \$175,000 or less (\$87,500 or less if married filing 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. 	31	25,640
32	Alternative minimum tax foreign tax credit (see page 8 of the instructions)	32	
33	Tentative minimum tax. Subtract line 32 from line 31	33	25,640
34	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
35	Alternative minimum tax. Subtract line 34 from line 33. If zero or less, enter -0-. Enter here and on Form 1040, line 45	35	

For Paperwork Reduction Act Notice, see page 10 of the instructions.

EEA

Form 6251 (2007)

Form **2106-EZ****Unreimbursed Employee Business Expenses**

OMB No. 1545-0074

Department of the Treasury
Internal Revenue Service

▶ Attach to Form 1040 or Form 1040NR.

2007
Attachment
Sequence No. **54A**

Your name

THOMAS A PICKENS

Occupation in which you incurred expenses

PROJECT MANAGER

Social security number

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	1,661
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	
4	Business expenses not included on lines 1 through 3. Do not include meals and entertainment	4	6,258
5	Meals and entertainment expenses: \$ <u>3,210</u> 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.)	5	1,605
6	Total expenses. Add lines 1 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	9,524

Part II **Information on Your Vehicle.** Complete this part **only** if you are claiming vehicle expense on line 1.

- 7 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:
- a Business **3,425** b Commuting (see instructions) **1,000** c Other **13,799**
- 9 Do you (or your spouse) have another vehicle available for personal use? ☒ Yes ☐ No
- 10 Was your vehicle available for personal use during off-duty hours? ☒ Yes ☐ No
- 11a Do you have evidence to support your deduction? ☒ Yes ☐ No
- b If "Yes," is the evidence written? ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see page 4.

EEA

Form **2106-EZ** (2007)

Form **8879**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

2007

Declaration Control Number (DCN)

00-950884-010068

Taxpayer's name

THOMAS A PICKENS

Social security number

Spouse's name

Spouse's social security number

Part I Tax Return Information - Tax Year Ending December 31, 2007 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	181,295
2	Total tax (Form 1040, line 63; Form 1040A, line 37; Form 1040EZ, line 10)	2	27,314
3	Federal income tax withheld (Form 1040, line 64; Form 1040A, line 38; Form 1040EZ, line 7)	3	34,117
4	Refund (Form 1040, line 74a; Form 1040A, line 44a; Form 1040EZ, line 11a; Form 1040-SS, Part I, line 12a)	4	9,022
5	Amount you owe (Form 1040, line 76; Form 1040A, line 46; Form 1040EZ, line 12)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, 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, 2007, and to the best of my knowledge and belief, it is true, correct, and complete. I 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 acknowledgement of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, 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 (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request 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. I also 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 (PIN) 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

☒ I authorize **ROBERT S SEMONIAN CPA** to enter or generate my PIN **00578**
ERO firm name do not enter all zeros

as my signature on my tax year 2007 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2007 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 ▶ _____ Date ▶ _____

Spouse's PIN: check one box only

☐ I authorize _____ to enter or generate my PIN _____
ERO firm name do not enter all zeros

as my signature on my tax year 2007 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2007 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.

Spouse's signature ▶ _____ Date ▶ _____

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 2007 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 ▶ **ROBERT S SEMONIAN CPA**Date ▶ **09-16-2018****ERO Must Retain This Form - See Instructions****Do Not Submit This Form to the IRS Unless Requested To Do So**

For Privacy Act and Paperwork Reduction Act Notice, see instructions.

EEA

Form 8879 (2007)

Form **9325**
(Rev. January 2007)

Department of the Treasury - Internal Revenue Service

**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. ☒ Your federal income tax return/extension for 2007 was filed electronically with the FRESNO Submission Processing Center of the IRS by the services of ROBERT S SEMONIAN CPA
2. ☒ Your return was accepted by the IRS on 08-07-2008 and the Declaration Control Number (DCN) assigned to your return is 00950884010068
 - a. ☒ 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).
 - b. ☐ 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.
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.
5. ☐ Your electronic funds withdrawal payment was accepted.
6. ☐ Your electronic funds withdrawal payment was NOT accepted. You must pay the balance due by the prescribed due date.
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 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 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 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 (1-800-272-9829) or 1-888-PAY-1040 (1-888-729-1040), or visit www.officialpayments.com or www.PAY1040.com. You may use a VISA[®], American Express[®], Discover Card[®], or MasterCard[®]. 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.

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 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.

Federal Supporting Statements		2007
Name(s) as shown on return		Your Social Security Number
THOMAS A PICKENS		
SCHEDULE A - LINE 11 - 1098 WITH DIFF NAME/AD		STATEMENT # 1
DANKA MICHAELS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145		

STATEMENT10

a Employee's social security number [REDACTED]		Safe, accurate, FAST! Use		OMB No. 1545-0008		IRS e-file		Visit the IRS website at www.irs.gov/efile.	
b Employer identification number (EIN) 88-0136443				1 Wages, tips, other compensation 14,534		2 Federal income tax withheld 2,591			
c Employer's name, address, and ZIP code STATION CASINOS INC 2411 WEST SAHARA AVE LAS VEGAS NV 89102				3 Social security wages 14,534		4 Social security tax withheld 901			
				5 Medicare wages and tips 14,534		6 Medicare tax withheld 211			
				7 Social security tips		8 Allocated tips			
d Control number				9 Advance EIC payment		10 Dependent care benefits			
e Employee's first name and initial Last name Suffix THOMAS A PICKENS 10261 COPPARO RD LAS VEGAS NV 89134				11 Nonqualified plans		12a See instructions for box 12 Other C 35			
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>		12b <input type="checkbox"/>			
				14 Other		12c <input type="checkbox"/>			
						12d <input type="checkbox"/>			
f Employee's address and ZIP code				15 State Employer's state ID no NV		16 State wages, tips, etc. 14,534		17 State income tax	
				18 Local wages, tips, etc.		19 Local income 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.

2007

Department of the Treasury-Internal Revenue Service

The information on the Form W-2 was used to prepare the taxpayer's 2007 Federal tax return by ROBERT S. SAWYER CPA.

a Employee's social security number [REDACTED]		Safe, accurate, FAST! Use		OMB No. 1545-0008		IRS e-file		Visit the IRS website at www.irs.gov/efile.	
b Employer identification number (EIN) 56-2371654				1 Wages, tips, other compensation 8,750		2 Federal income tax withheld 106			
c Employer's name, address, and ZIP code DANK K MICHAELS MD A PC 7373 PEAK DR NO 160 LAS VEGAS NV 89134				3 Social security wages 21,250		4 Social security tax withheld 1,318			
				5 Medicare wages and tips 21,250		6 Medicare tax withheld 308			
				7 Social security tips		8 Allocated tips			
d Control number				9 Advance EIC payment		10 Dependent care benefits			
e Employee's first name and initial Last name Suffix THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145				11 Nonqualified plans		12a See instructions for box 12 Other D 12,500			
				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		12b <input type="checkbox"/>			
				14 Other		12c <input type="checkbox"/>			
						12d <input type="checkbox"/>			
f Employee's address and ZIP code				15 State Employer's state ID no NV		16 State wages, tips, etc. 8,750		17 State income tax	
				18 Local wages, tips, etc.		19 Local income 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.

2007

Department of the Treasury-Internal Revenue Service

EEA

Danka Michaels001197

AA02219

a Employee's social security number [REDACTED]		Safe, accurate, FAST! Use		OMB No. 1545-0008		IRS e-file		Visit the IRS website at www.irs.gov/efile.	
b Employer identification number (EIN) 20-4974415				1 Wages, tips, other compensation 158,011		2 Federal income tax withheld 31,420			
c Employer's name, address, and ZIP code STATIONS CONSTRUCTION LLC 1505 S PAVILLION CENTER DR LAS VEGAS NV 89135				3 Social security wages 97,500		4 Social security tax withheld 6,045			
				5 Medicare wages and tips 158,011		6 Medicare tax withheld 2,291			
				7 Social security tips		8 Allocated tips			
d Control number				9 Advance EIC payment		10 Dependent care benefits			
e Employee's first name and initial Last name Suf THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145				11 Nonqualified plans		12a See instructions for box 12 C 227			
				13 Statutory employee Retmnt plan Third-party sick pay		12b			
				14 Other		12c			
						12d			
f Employee's address and ZIP code				15 State Employer's state ID no. NV 24816800		16 State wages, tips, etc. 158,011		17 State income tax	
				18 Local wages, tips, etc.		19 Local income 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

2007

Department of the Treasury-Internal Revenue Service

The information on the Form W-2 was used to prepare the taxpayer's 2007 Federal tax return by ROBERT S SEMONIAN CPA.

a Employee's social security number [REDACTED]		Safe, accurate, FAST! Use		OMB No. 1545-0008		IRS e-file		Visit the IRS website at www.irs.gov/efile.	
b Employer identification number (EIN)				1 Wages, tips, other compensation		2 Federal income tax withheld			
c Employer's name, address, and ZIP code				3 Social security wages		4 Social security tax withheld			
				5 Medicare wages and tips		6 Medicare tax withheld			
				7 Social security tips		8 Allocated tips			
d Control number				9 Advance EIC payment		10 Dependent care benefits			
e Employee's first name and initial Last name Suf 				11 Nonqualified plans		12a See instructions for box 12			
				13 Statutory employee Retmnt plan Third-party sick pay		12b			
				14 Other		12c			
						12d			
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 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

2007

EEA

Department of the Treasury-Internal Revenue Service

Form 1040

Department of the Treasury - Internal Revenue Service

U.S. Individual Income Tax Return

2008

(99) IRS Use Only-Do not write or staple in this space.

Label (See instructions on page 14.) Use the IRS label. Otherwise, please print or type	For the year Jan. 1-Dec. 31, 2008, or other tax year beginning 2008, ending 20 OMB No. 1545-0074	
	Your first name and initial Last name	
	THOMAS A PICKENS	
	If a joint return, spouse's first name and initial Last name	
H E R E	Home address (number and street). If you have a P.O. box, see page 14. Apt. no.	
	9517 QUEEN CHARLOTTE DR	
	City, town or post office, state, and ZIP code. If you have a foreign address, see page 14.	
	LAS VEGAS NV 89145	
Presidential Election Campaign	Check here if you, or your spouse if filing jointly, want S3 to go to this fund (see page 14) <input type="checkbox"/> You <input type="checkbox"/> Spouse	
Filing Status Check only one box.	1 <input checked="" type="checkbox"/> Single	
	2 <input type="checkbox"/> Married filing jointly (even if only one had income)	
	3 <input type="checkbox"/> Married filing separately. Enter spouse's SSN above	
	4 <input type="checkbox"/> Head of household (with qualifying person). (See page 15.) If the qualifying person is a child but not your dependent, enter this child's name here.	
Exemptions	5 <input type="checkbox"/> Qualifying widow(er) with dependent child (see page 16)	
	6a <input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a	
	b <input type="checkbox"/> Spouse	
	c Dependents:	
If more than four dependents, see page 17.	(1) First name Last name	(2) Dependent's social security number
	(3) Dependent's relationship to you	(4) Check if qualifying child for child tax credit (see page 17)
	d Total number of exemptions claimed	
	7 Wages, salaries, tips, etc. Attach Form(s) W-2	
Income	7 125,169	
	8a Taxable interest. Attach Schedule B if required	
	8b Tax-exempt interest. Do not include on line 8a	
	9a Ordinary dividends. Attach Schedule B if required	
Attach Form(s) W-2 here. Also attach Forms W-2G and 1099-R if tax was withheld.	9b Qualified dividends (see page 21)	
	10 Taxable refunds, credits, or offsets of state and local income taxes (see page 22)	
	11 Alimony received	
	12 Business income or (loss). Attach Schedule C or C-EZ	
If you did not get a W-2, see page 21.	13 Capital gain or (loss). Attach Schedule D if required. If not required, check here	
	14 Other gains or (losses). Attach Form 4797	
	15a IRA distributions 15a	
	b Taxable amount (see page 23) 15b	
Enclose, but do not attach, any payment. Also, please use Form 1040-V.	16a Pensions and annuities 16a	
	b Taxable amount (see page 24) 16b	
	17 Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E	
	18 Farm income or (loss). Attach Schedule F	
Adjusted Gross Income	19 Unemployment compensation	
	20a Social security benefits 20a	
	b Taxable amount (see page 26) 20b	
	21 Other income	
22 Add the amounts in the far right column for lines 7 through 21. This is your total income		
22 125,169		
Adjusted Gross Income	23 Educator expenses (see page 28)	
	24 Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ	
	25 Health savings account deduction. Attach Form 8889	
	26 Moving expenses. Attach Form 3903	
Adjusted Gross Income	27 One-half of self-employment tax. Attach Schedule SE	
	28 Self-employed SEP, SIMPLE, and qualified plans	
	29 Self-employed health insurance deduction (see page 29)	
	30 Penalty on early withdrawal of savings	
Adjusted Gross Income	31a Alimony paid. b Recipient's SSN	
	31a	
	32 IRA deduction (see page 30)	
	33 Student loan interest deduction (see page 33)	
Adjusted Gross Income	34 Tuition and fees deduction. Attach Form 8917	
	34	
	35 Domestic production activities deduction. Attach Form 8903	
	35	
36 Add lines 23 through 31a and 32 through 35		
36		
37 Subtract line 36 from line 22. This is your adjusted gross income		
37 125,169		

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 88.

EEA

Form 1040 (2008)

Tax and Credits	<p>13 Amount from line 37 (adjusted gross income) 125,169</p> <p>39a Check <input type="checkbox"/> You were born before January 2, 1944. <input type="checkbox"/> Blind. <input checked="" type="checkbox"/> Total boxes checked 39a</p> <p>if: <input type="checkbox"/> Spouse was born before January 2, 1944. <input type="checkbox"/> Blind. <input checked="" type="checkbox"/></p> <p>b If your spouse itemizes on a separate return or you were a dual-status alien, see pg 34 and check here 39b</p> <p>c Check if standard deduction includes real estate taxes or disaster loss (see page 34) 39c</p>		
Standard Deduction for— • People who checked any box on line 39a, 39b, or 39c or who can be claimed as a dependent, see page 34. • All others: Single or Married filing separately, \$5,450 Married filing jointly or Qualifying widow(er), \$10,900 Head of household, \$8,000	<p>40 Itemized deductions (from Schedule A) or your standard deduction (see left margin) 8,949</p> <p>41 Subtract line 40 from line 38 116,220</p> <p>42 If line 38 is over \$119,975, or you provided housing to a Midwestern displaced individual, see page 36. Otherwise, multiply \$3,500 by the total number of exemptions claimed on line 6d 3,500</p> <p>43 Taxable income. Subtract line 42 from line 41. If line 42 is more than line 41, enter -0- 112,720</p> <p>44 Tax (see page 36). Check if any tax is from: a <input type="checkbox"/> Form(s) 9814 b <input type="checkbox"/> Form 4972 25,540</p> <p>45 Alternative minimum tax (see page 39). Attach Form 6251 25,540</p> <p>46 Add lines 44 and 45 25,540</p> <p>47 Foreign tax credit. Attach Form 1116 if required 47</p> <p>48 Credit for child and dependent care expenses. Attach Form 2441 48</p> <p>49 Credit for the elderly or the disabled. Attach Schedule R 49</p> <p>50 Education credits. Attach Form 8863 50</p> <p>51 Retirement savings contributions credit. Attach Form 8880 51</p> <p>52 Child tax credit (see page 42). Attach Form 8801 if required 52</p> <p>53 Credits from Form: a <input type="checkbox"/> 8396 b <input type="checkbox"/> 8839 c <input type="checkbox"/> 5695 53</p> <p>54 Other credits from Form: a <input type="checkbox"/> 3800 b <input type="checkbox"/> 8801 c <input type="checkbox"/> 54</p> <p>55 Add lines 47 through 54. These are your total credits 55</p> <p>56 Subtract line 55 from line 46. If line 55 is more than line 46, enter -0- 25,540</p>		
	<p>57 Self-employment tax. Attach Schedule SE 57</p> <p>58 Unreported social security and Medicare tax from Form: a <input type="checkbox"/> 4137 b <input type="checkbox"/> 8919 58</p> <p>59 Additional tax on IRAs, other qualified retirement plans, etc. Attach Form 5329 if required 59</p> <p>60 Additional taxes: a <input type="checkbox"/> AEIC payments b <input type="checkbox"/> Household employment taxes. Attach Sch. H 60</p> <p>61 Add lines 56 through 60. This is your total tax 25,540</p>		
	<p>62 Federal income tax withheld from Forms W-2 and 1099 23,702</p> <p>63 2008 estimated tax payments and amount applied from 2007 return 63</p> <p>64a Earned income credit (EIC) 64a</p> <p>b Nontaxable combat pay election 64b</p> <p>c Excess social security and tier 1 RRTA tax withheld (see page 61) 1,265</p> <p>66 Additional child tax credit. Attach Form 8812 66</p> <p>67 Amount paid with request for extension to file (see page 61) 67</p> <p>68 Credits from Form: a <input type="checkbox"/> 2439 b <input type="checkbox"/> 4136 c <input type="checkbox"/> 8801 d <input type="checkbox"/> 8835 68</p> <p>69 First-time homebuyer credit. Attach Form 5405 69</p> <p>70 Recovery rebate credit (see worksheet on pages 62 and 63) 70</p> <p>71 Add lines 62 through 70. These are your total payments 24,967</p>		
	<p>72 If line 71 is more than line 61, subtract line 61 from line 71. This is the amount you overpaid 72</p> <p>73a Amount of line 72 you want refunded to you. If Form 8888 is attached, check here 73a</p> <p>b Routing number b</p> <p>c Account number c</p> <p>d Amount of line 72 you want applied to your 2009 estimated tax 74</p>		
	<p>75 Amount you owe. Subtract line 71 from line 61. For details on how to pay, see page 65 573</p> <p>76 Estimated tax penalty (see page 65) 76</p>		
	<p>Refund Direct deposit? Saw page 63, and fill in 73b, 73c, and 73d, or Form 8888</p>		
	<p>Amount You Owe</p>		
	<p>Third Party Designee</p> <p>Do you want to allow another person to discuss this return with the IRS (see page 66)? <input type="checkbox"/> Yes. Complete the following. <input checked="" type="checkbox"/> No</p> <p>Designee's name Phone no.</p> <p>Personal identification number (PIN) PIN</p>		
	<p>Sign Here Joint return? See page 15. Keep a copy for your records.</p>	<p>Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.</p> <p>Your signature Date</p> <p>00578 09-21-2009</p> <p>Spouse's signature. If a joint return, both must sign. Date</p> <p>PROJECT MANAGER Spouse's occupation</p>	<p>Daytime phone number Daytime phone number</p>
	<p>Paid Preparer's Use Only</p> <p>Preparer's signature Date</p> <p>09-16-2018 Check if self-employed</p> <p>Firm's name (or yours if self-employed), address, and ZIP code Preparer's SSN or PTIN</p> <p>ROBERT S SEMONIAN CPA P00391972</p> <p>PO BOX 5605 EIN</p> <p>Ventura 95-4514704</p> <p>CA 93005 Phone no.</p> <p>805-659-5344</p>		

SCHEDULES A&B
(Form 1040)

Department of the Treasury
Internal Revenue Service (99)
Name(s) shown on Form 1040

Schedule A - Itemized Deductions

▶ **Attach to Form 1040.** ▶ **See Instructions for Schedules A&B (Form 1040).**

OMB No. 1545-0074

2008

Attachment
Sequence No **07**

THOMAS A PICKENS

Your social security number

Medical and Dental Expenses	Caution. Do not include expenses reimbursed or paid by others.		
1	Medical and dental expenses (see page A-1)	1	
2	Enter amount from Form 1040, line 38 2	2	
3	Multiply line 2 by 7.5% (.075)	3	
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4	
Taxes You Paid	5 State and local (check only one box):		
(See page A-2.)	a <input type="checkbox"/> Income taxes, or	5	1,198
	b <input checked="" type="checkbox"/> General sales taxes	6	
	6 Real estate taxes (see page A-5)	7	
	7 Personal property taxes	8	
	8 Other taxes. List type and amount ▶ DMV 392	8	392
	9 Add lines 5 through 8	9	1,590
Interest You Paid	10 Home mortgage interest and points reported to you on Form 1098	10	
(See page A-5.)	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-6 and show that person's name, identifying no., and address ▶	11	
Note. Personal interest is not deductible.	12 Points not reported to you on Form 1098. See page A-6 for special rules	12	
	13 Qualified mortgage insurance premiums (see page A-6)	13	
	14 Investment interest. Attach Form 4952 if required. (See page A-6)	14	
	15 Add lines 10 through 14	15	
Gifts to Charity	16 Gifts by cash or check. If you made any gift of \$250 or more, see page A-7	16	310
If you made a gift and got a benefit for it, see page A-7	17 Other than by cash or check. If any gift of \$250 or more, see page A-8. You must attach Form 8283 if over \$500	17	
	18 Carryover from prior year	18	
	19 Add lines 16 through 18	19	310
Casualty and Theft Losses	20 Casualty or theft loss(es). Attach Form 4684. (See page A-8.)	20	
Job Expenses and Certain Miscellaneous Deductions	21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See page A-9.) ▶ FORM 2106-EZ 9,552	21	9,552
(See page A-9.)	22 Tax preparation fees	22	
	23 Other expenses - investment, safe deposit box, etc. List type and amount ▶	23	
	24 Add lines 21 through 23	24	9,552
	25 Enter amount from Form 1040, line 38 25 125,169	25	
	26 Multiply line 25 by 2% (.02)	26	2,503
	27 Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27	7,049
Other Miscellaneous Deductions	28 Other - from list on page A-10. List type and amount ▶	28	
Total Itemized Deductions	29 Is Form 1040, line 38 over \$159,950 (over \$79,975 if married filing separately)? <input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40. <input type="checkbox"/> Yes. Your deduction may be limited. See page A-10 for the amount to enter.	29	8,949
	30 If you elect to itemize deductions even though they are less than your standard deduction, check here		

For Paperwork Reduction Act Notice, see Form 1040 instructions.

EEA

Schedule A (Form 1040) 2008

Form 6251

Alternative Minimum Tax - Individuals

OMB No. 1545-0074

2008

Department of the Treasury
Internal Revenue Service (99)▶ See separate instructions.
▶ Attach to Form 1040 or Form 1040NR.Attachment
Sequence No. 32

Name(s) shown on Form 1040 or Form 1040NR

Your social security number

THOMAS A PICKENS

Part I Alternative Minimum Taxable Income (See instructions for how to complete each line.)

1	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.)	1	116,220
2	Medical and dental. Enter the smaller of Schedule A (Form 1040), line 4, or 2.5% (.025) of Form 1040, line 38. If zero or less, enter -0-	2	
3	Taxes from Schedule A (Form 1040), line 9	3	1,590
4	Enter the home mortgage interest adjustment, if any, from line 6 of the worksheet on page 2 of the instructions	4	
5	Miscellaneous deductions from Schedule A (Form 1040), line 27	5	7,049
6	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	()
7	If claiming the standard deduction, enter any amount from Form 4884, line 18a, as a negative amount	7	()
8	Tax refund from Form 1040, line 10 or line 21	8	()
9	Investment interest expense (difference between regular tax and AMT)	9	
10	Depletion (difference between regular tax and AMT)	10	
11	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	
14	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	Disposition of property (difference between AMT and regular tax gain or loss)	17	
18	Depreciation on assets placed in service after 1986 (difference between regular tax and AMT)	18	
19	Passive activities (difference between AMT and regular tax income or loss)	19	
20	Loss limitations (difference between AMT and regular tax income or loss)	20	
21	Circulation costs (difference between regular tax and AMT)	21	
22	Long-term contracts (difference between AMT and regular tax income)	22	
23	Mining costs (difference between regular tax and AMT)	23	
24	Research and experimental costs (difference between regular tax and AMT)	24	
25	Income from certain installment sales before January 1, 1987	25	()
26	Intangible drilling costs preference	26	
27	Other adjustments, including income-based related adjustments	27	
28	Alternative tax net operating loss deduction	28	()
29	Alternative minimum taxable income. Combines lines 1 through 28. (If married filing separately and line 29 is more than \$214,900, see page 8 of the instructions.)	29	124,859

Part II Alternative Minimum Tax (AMT)

30	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 . . . \$112,500 . . . \$46,200 Married filing jointly or qualifying widow(er) . . . 150,000 . . . 69,950 Married filing separately . . . 75,000 . . . 34,975 If line 29 is over the amount shown above for your filing status, see page 8 of the instructions.	30	43,110
31	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 and 36 and skip the rest of Part II	31	81,749
32	• 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 9b, or you had a gain on both lines 15 and 16 of Schedule D (Form 1040) (as required for the AMT, if necessary), complete Part III on page 2 and enter the amount from line 55 here. • All others: If line 31 is \$175,000 or less (\$87,500 or less if married filing separately), multiply line 31 by 26% (.26). Otherwise, multiply line 31 by 28% (.28) and subtract \$1,500 (\$1,750 if married filing separately) from the result.	32	21,255
33	Alternative minimum tax foreign tax credit (see page 9 of the instructions)	33	
34	Tentative minimum tax. Subtract line 33 from line 32	34	21,255
35	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
36	AMT. Subtract line 35 from line 34. If zero or less, enter -0-. Enter here and on Form 1040, line 45	36	

For Paperwork Reduction Act Notice, see page 12 of the instructions.

EEA

Form 6251 (2008)

Form 2106-EZ Department of the Treasury Internal Revenue Service (99)	Unreimbursed Employee Business Expenses Attach to Form 1040 or Form 1040NR.	OMB No. 1545-0074 2008 Attachment Sequence No. 129A
Your name THOMAS A. PICKENS	Occupation in which you incurred expenses PROJECT MANAGER	Social security number <div style="background-color: black; width: 100px; height: 1.2em;"></div>

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 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.

Part I Figure Your Expenses

1 Vehicle expense using the standard mileage rate. Complete Part II and then go to line 1a below.					
a Multiply business miles driven before July 1, 2008, by 50.5 cents (.505) . . .	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 30px; font-size: 0.8em;">1a</td> <td style="width: 150px; text-align: right;">2,182</td> </tr> </table>	1a	2,182		
1a	2,182				
b Multiply business miles driven after June 30, 2008, by 58.5 cents (.585) . . .	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 30px; font-size: 0.8em;">1b</td> <td style="width: 150px; text-align: right;">2,141</td> </tr> </table>	1b	2,141		
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: \$ <u>4,135</u> 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		

Part II Information on Your Vehicle. Complete this part **only** if you are claiming vehicle expense on line 1.

7 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 2008, enter the number of miles you used your vehicle for:

a Business 7,980 b Commuting (see instructions) 510 c Other 7,731

9 Was your vehicle available for personal use during off-duty hours? ☒ Yes ☐ No

10 Do you (or your spouse) have another vehicle available for personal use? ☒ Yes ☐ No

11a Do you have evidence to support your deduction? ☒ Yes ☐ No

b If "Yes," is the evidence written? ☒ Yes ☐ No

For Paperwork Reduction Act Notice, see page 4.

EEA

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 the tax return, voucher, and check to the address on the voucher. Do not staple the voucher and payment to the return or to each other.

If your return was e-filed, mail the voucher and check to the address on the voucher

For credit card options, call 1-800-2PAYTAX

Taxpayer Records:

Amount Paid _____

Check Number _____

Date Mailed _____

EEA

▼ Detach Here and Mail With Your Payment and Return ▼

Form 1040-V (2008)

Department of the Treasury
Internal Revenue Service

2008

Form 1040-V Payment Voucher

- ▶ Use this voucher when making a payment with Form 1040
- ▶ Do not staple this voucher or your payment to Form 1040
- ▶ Make your check or money order payable to the "United States Treasury"
- ▶ Write your social security number (SSN) on your check or money order

Enter the amount
of your payment ▶

Dollars

Cents

573

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

PO Box 7704
San Francisco, CA 94120-7704

WS PICK 30 0 200812 610

Form **8879**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)

00-950884-001619

Taxpayer's name

THOMAS A PICKENS

Social security number

Spouse's name

Spouse's social security number

Part I Tax Return Information - Tax Year Ending December 31, 2008 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	125,169
2	Total tax (Form 1040, line 61; Form 1040A, line 37; Form 1040EZ, line 11)	2	25,540
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, Part 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 you get and keep a copy of your return)

Under penalties of perjury, 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, 2008, and to the best of my knowledge and belief, it is true, correct, and complete. I 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 acknowledgement of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, 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 (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request 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. I also 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 (PIN) 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

☒ I authorize **ROBERT S SEMONIAN CPA** to enter or generate my PIN **00578**
ERO firm name 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. 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 _____ Date _____

Spouse's PIN: check one box only

☐ I authorize _____ to enter or generate my PIN _____
ERO firm name 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. 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.

Spouse's signature _____ Date _____

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 2008 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 **09-16-2018****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.

EEA

Form 8879 (2008)

Form **9325**
(Rev. January 2009)

Department of the Treasury - Internal Revenue Service

**Acknowledgement and General Information for
Taxpayers Who File Returns Electronically**

Thank you for participating in IRS e-file.

THOMAS A PICKENS

Taxpayer Name

9517 QUEEN CHARLOTTE DR

Taxpayer Address (optional)

LAS VEGAS, NV 89145

1. ☒ 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**.
2. ☒ 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**.
3. ☐ 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.
4. ☐ 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.
6. ☐ 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.
7. ☐ 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 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 don't receive it by then, or if TeleTax does not give your refund information, call the Refund Hotline at 1-800-829-1954.

EEA

Form 9325 (Rev. 1-2009)

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) or 1-888-2PAY-TAX (1-800-272-9829), or visit www.PAY1040.com or www.officialpayments.com. You may use a VISA® Card, American Express® Card, Discover Card® or MasterCard® Card. 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.irs.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 it 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 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", "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" 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 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.

EEA

Form 9325 (Rev. 1-2009)

Federal Supporting Statements		2008
Name(s) as shown on return	Your Social Security Number	
THOMAS A PICKENS		
<u>SCHEDULE A - LINE 11 - 1098 WITH DIFF NAME/AD</u>		STATEMENT # 1
DANKA MICHAELS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145		

STATMENTLD

Void <input type="checkbox"/>		a Employee's social security number [REDACTED]		For Official Use Only OMB No. 1545-0008	
b Employer identification number (EIN) 56-2371654			1 Wages, tips, other compensation 8,400		2 Federal income tax withheld 102
c Employer's name, address, and ZIP code DANK K MICHAELS MD A PC 7373 PEAK DR NO 160 LAS VEGAS NV 89134			3 Social security wages 20,400		4 Social security tax withheld 1,265
			5 Medicare wages and tips 20,400		6 Medicare tax withheld 296
			7 Social security tips		8 Allocated tips
d Control number			9 Advance EIC payment		10 Dependent care benefits
e Employee's first name and initial Last name Suffix THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145			11 Nonqualified plans		12a See instructions for box 12 Other D 12,000
			13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		12b Other
			14 Other		12c Other
					12d Other
f Employee's address and ZIP code					
15 State Employer's state ID no. NV	16 State wages, tips, etc. 8,400	17 State income tax	18 Local wages, tips, etc.	19 Local income 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.

EEA

2008

Department of the Treasury-Internal Revenue Service

For Privacy Act and Paperwork Reduction
 Act Notice, see back of Copy D

The information on this Form W-2 was used to prepare the taxpayer's 2008 Federal tax return by ROBERT S. SEMONIAN CPA.
 Do Not Cut, Fold, or Staple Forms on This Page - Do Not Cut, Fold, or Staple on This Page

<input type="checkbox"/> Void		a Employee's social security number <div style="background-color: black; width: 100px; height: 1em;"></div>		For Official Use Only OMB No. 1545-0008	
b Employer identification number (EIN) 20-4974415			1 Wages, tips, other compensation 116,769		2 Federal income tax withheld 23,600
c Employer's name, address, and ZIP code STATIONS CONSTRUCTION LLC 1505 S PAVILLION CENTER DR LAS VEGAS NV 89135			3 Social security wages 102,000		4 Social security tax withheld 6,324
			5 Medicare wages and tips 116,769		6 Medicare tax withheld 1,693
			7 Social security tips		8 Allocated tips
d Control number			9 Advance EIC payment		10 Dependent care benefits
e Employee's first name and initial Last name Suffix THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145			11 Nonqualified plans		12a See instructions for box 12 C 120
			13 Statutory employee <input type="checkbox"/> Retiree <input type="checkbox"/> Third-party sick pay <input type="checkbox"/>		12b
			14 Other		12c
					12d
f Employee's address and ZIP code					
15 State Employer's state ID no. NV 24816800		16 State wages, tips, etc. 116,769	17 State income tax	18 Local wages, tips, etc.	19 Local income tax

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

EEA

2008

Department of the Treasury-Internal Revenue Service

For Privacy Act and Paperwork Reduction
 Act Notice, see back of Copy D.

The information on the Form W-2 was used to prepare the taxpayer's 2008 Federal tax return, by ROBERT S SEMKOWIAN CPA.
Do Not Cut, Fold, or Staple Forms on This Page - Do Not Cut, Fold, or Staple on This Page

Form 1040		U.S. Individual Income Tax Return		2009		(99) IRS Use Only-Do not write or staple in this space.	
Label (See instructions on page 14.) Use the IRS label. Otherwise, please print or type	L	For the year Jan. 1-Dec. 31, 2009, or other tax year beginning		2009, ending		20	
	A	Your first name and initial		Last name		OMB No. 1545-0074	
	B	THOMAS A		PICKENS		Your social security number	
	E	If a joint return, spouse's first name and initial		Last name		Spouse's social security number	
	H	Home address (number and street). If you have a P.O. box, see page 14.		Apt. no.		You must enter your SSN(s) above.	
	E	9517 QUEEN CHARLOTTE DR					
	R	City, town or post office, state, and ZIP code. If you have a foreign address, see page 14.				Checking a box below will not change your tax or refund.	
	E	LAS VEGAS		NV		89145	
Presidential Election Campaign	Check here if you, or your spouse if filing jointly, want \$3 to go to this fund (see page 14)						<input type="checkbox"/> You <input type="checkbox"/> Spouse
Filing Status	1	<input checked="" type="checkbox"/> Single		4	<input type="checkbox"/> Head of household (with qualifying person). (See page 15.) If the qualifying person is a child but not your dependent, enter this child's name here		
	2	<input type="checkbox"/> Married filing jointly (even if only one had income)					
	3	<input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here		5	<input type="checkbox"/> Qualifying widow(er) with dependent child (see page 16)		
Exemptions	6a	<input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a		Boxes checked on 6a and 6b			
	b	<input type="checkbox"/> Spouse		1			
	c Dependents:		(2) Dependent's social security number	(3) Dependent's relationship to you	(4) Check if qualifying child for child tax credit (see page 17)	No. of children on 6c who	
	(1) First name Last name					• lived with you	
						• did not live with you due to divorce or separation (see page 18)	
						Dependents on 6c not entered above	
						Add numbers on lines above	
						1	
Income	7	Wages, salaries, tips, etc. Attach Form(s) W-2		7	9,450		
	8a	Taxable interest. Attach Schedule B if required		8a			
	b	Tax-exempt interest. Do not include on line 8a		8b			
	9a	Ordinary dividends. Attach Schedule B if required		9a			
	b	Qualified dividends (see page 22)		9b			
	10	Taxable refunds, credits, or offsets of state and local income taxes (see page 23)		10			
	11	Alimony received		11			
	12	Business income or (loss). Attach Schedule C or C-EZ		12			
	13	Capital gain or (loss). Attach Schedule D if required. If not required, check here		13			
	14	Other gains or (losses). Attach Form 4797		14			
	15a	IRA distributions		15a			
	b	Taxable amount (see page 24)		15b			
	16a	Pensions and annuities		16a			
	b	Taxable amount (see page 25)		16b			
	17	Rental real estate, royalties, partnerships, S corporations, trusts, etc. Attach Schedule E		17			
	18	Farm income or (loss). Attach Schedule F		18			
	19	Unemployment compensation in excess of \$2,400 per recipient (see page 27)		19			
	20a	Social security benefits		20a			
	b	Taxable amount (see page 27)		20b			
	21	Other income GAMBLING WINNINGS 6,019		21	6,019		
	22	Add the amounts in the far right column for lines 7 through 21. This is your total income		22	15,469		
Adjusted Gross Income	23	Educator expenses (see page 29)		23			
	24	Certain business expenses of reservists, performing artists, and fee-basis government officials. Attach Form 2106 or 2106-EZ		24			
	25	Health savings account deduction. Attach Form 8889		25			
	26	Moving expenses. Attach Form 3903		26			
	27	One-half of self-employment tax. Attach Schedule SE		27			
	28	Self-employed SEP, SIMPLE, and qualified plans		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	Student loan interest deduction (see page 34)		33			
	34	Tuition and fees deduction. Attach Form 8917		34			
	35	Domestic production activities deduction. Attach Form 8903		35			
	36	Add lines 23 through 31a and 32 through 35		36			
	37	Subtract line 36 from line 22. This is your adjusted gross income		37	15,469		

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see page 97.

EEA

Form 1040 (2009)

**SCHEDULE A
(Form 1040)**

Department of the Treasury
Internal Revenue Service (99)

Itemized Deductions

▶ Attach to Form 1040. ▶ See Instructions for Schedule A (Form 1040).

OMB No. 1545-0074

2009

Attachment
Sequence No. **07**

Name(s) shown on Form 1040

Your social security number

THOMAS A PICKENS

Medical and Dental Expenses		Caution. Do not include expenses reimbursed or paid by others.			
1	Medical and dental expenses (see page A-1)	1			
2	Enter amount from Form 1040, line 38 2	2			
3	Multiply line 2 by 7.5% (.075)	3			
4	Subtract line 3 from line 1. If line 3 is more than line 1, enter -0-	4			
Taxes You Paid		5 State and local (check only one box):			
(See page A-2.)	a <input type="checkbox"/> Income taxes, or	5	275		
	b <input checked="" type="checkbox"/> General sales taxes	6			
	6 Real estate taxes (see page A-5)	6			
	7 New motor vehicle taxes from line 11 of the worksheet on page 2. Skip this line if you checked box 5b	7			
	8 Other taxes. List type and amount ▶ DMV 748	8	748		
9	Add lines 5 through 8	9		1,023	
Interest You Paid		10 Home mortgage interest and points reported to you on Form 1098		10	
(See page A-6.)	11 Home mortgage interest not reported to you on Form 1098. If paid to the person from whom you bought the home, see page A-7 and show that person's name, identifying no., and address ▶	11			
	Note. Personal interest is not deductible.	12			
	12 Points not reported to you on Form 1098. See page A-7 for special rules	12			
	13 Qualified mortgage insurance premiums (see page A-7)	13			
	14 Investment interest. Attach Form 4952 if required. (See page A-8.)	14			
15	Add lines 10 through 14	15			
Gifts to Charity		16 Gifts by cash or check. If you made any gift of \$250 or more, see page A-8		16	780
If you made a gift and got a benefit for it, see page A-8.	17 Other than by cash or check. If any gift of \$250 or more, see page A-8. You must attach Form 8283 if over \$500	17	275		
	18 Carryover from prior year	18			
	19 Add lines 16 through 18	19		1,055	
Casualty and Theft Losses		20 Casualty or theft loss(es). Attach Form 4684. (See page A-10.)		20	
Job Expenses and Certain Miscellaneous Deductions		21 Unreimbursed employee expenses - job travel, union dues, job education, etc. Attach Form 2106 or 2106-EZ if required. (See page A-10.) ▶		21	
(See page A-10.)	22 Tax preparation fees	22			
	23 Other expenses - investment, safe deposit box, etc. List type and amount ▶	23			
	24 Add lines 21 through 23	24			
	25 Enter amount from Form 1040, line 38 25	25			
	26 Multiply line 25 by 2% (.02)	26			
27	Subtract line 26 from line 24. If line 26 is more than line 24, enter -0-	27			
Other Miscellaneous Deductions		28 Other - from list on page A-11. List type and amount ▶ GAMBLING LOSSES 4,595		28	4,595
Total Itemized Deductions		29 Is Form 1040, line 38, over \$166,800 (over \$83,400 if married filing separately)?		29	6,673
		<input checked="" type="checkbox"/> No. Your deduction is not limited. Add the amounts in the far right column for lines 4 through 28. Also, enter this amount on Form 1040, line 40a.			
		<input type="checkbox"/> Yes. Your deduction may be limited. See page A-11 for the amount to enter.			
		30 If you elect to itemize deductions even though they are less than your standard deduction, check here			

For Paperwork Reduction Act Notice, see Form 1040 instructions.

EEA

Schedule A (Form 1040) 2009

Form 8880

Department of the Treasury
Internal Revenue Service

Credit for Qualified Retirement Savings Contributions

▶ Attach to Form 1040, Form 1040A, or Form 1040NR.

▶ See instructions.

OMB No. 1545-0074

2009

Attachment
Sequence No. 54

Name(s) shown on return

THOMAS A PICKENS

Your social security number

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).

Before you begin: Figure the amount of any credit for the elderly or the disabled you are claiming on Form 1040, line 53.

	(a) You	(b) Your spouse
1 Traditional and Roth IRA contributions for 2009. Do not include rollover contributions	1	
2 Elective deferrals to a 401(k) or other qualified employer plan, voluntary employee contributions, and 501(c)(18)(D) plan contributions for 2009 (see instructions)	2 13,500	
3 Add lines 1 and 2	3 13,500	
4 Certain distributions received after 2006 and before the due date (including extensions) of your 2009 tax return (see instructions). If married filing jointly, include both spouses' amounts in both columns. See instructions for an exception	4	
5 Subtract line 4 from line 3. If zero or less, enter -0-	5 13,500	
6 In each column, enter the smaller of line 5 or \$2,000	6 2,000	
7 Add the amounts on line 6. If zero, stop; you cannot take this credit	7	2,000
8 Enter the amount from Form 1040, line 38*; Form 1040A, line 22; or Form 1040NR, line 36	8 15,469	
9 Enter the applicable decimal amount shown below.		

If line 8 is -		And your filing status is -		
Over -	But not over -	Married filing jointly	Head of household	Single, Married filing separately, or Qualifying widow(er)
Enter on line 9 -				
---	\$16,500	.5	.5	.5
\$16,500	\$18,000	.5	.5	.2
\$18,000	\$24,750	.5	.5	.1
\$24,750	\$27,000	.5	.2	.1
\$27,000	\$27,750	.5	.1	.1
\$27,750	\$33,000	.5	.1	.0
\$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

Note: If line 9 is zero, stop; you cannot take this credit.

10 Multiply line 7 by line 9	10	1,000
11 Enter the amount from Form 1040, line 46; Form 1040A, line 28; or Form 1040NR, line 43	11	513
12 1040 filers: Enter the total of your credits from lines 47 through 49, and Schedule R, line 24. 1040A filers: Enter the total of your credits from lines 29 through 31. 1040NR filers: Enter the total of your credits from lines 44 and 45. 1040NR filers: Enter the total of your credits from lines 44 and 45.	12	
13 Subtract line 12 from line 11. If zero, stop; you cannot take this credit	13	513
14 Credit for qualified retirement savings contributions. Enter the smaller of line 10 or line 13 here and on Form 1040, line 50; Form 1040A, line 32; or Form 1040NR, line 46	14	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**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

2009

Declaration Control Number (DCN)

00-950884-092150

Taxpayer's name

THOMAS A PICKENS

Social security number

Spouse's name

Spouse's social security number

Part I Tax Return Information - Tax Year Ending December 31, 2009 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	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	25
4	Refund (Form 1040, line 73a; Form 1040A, line 46a; Form 1040EZ, line 12a; Form 1040-SS, Part I, line 13a)	4	425
5	Amount you owe (Form 1040, line 75; Form 1040A, line 48; Form 1040EZ, line 13)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, 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 best of my knowledge and belief, it is true, correct, and complete. I 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 acknowledgment of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, 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 (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request 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. I also 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 (PIN) 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

☒ I authorize **ROBERT S SEMONIAN CPA** to enter or generate my PIN **00578**
ERO firm name Enter five numbers, but do not enter all zeros
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 _____ Date _____

Spouse's PIN: check one box only

☐ I authorize _____ to enter or generate my PIN _____
ERO firm name Enter five numbers, but do not enter all zeros
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.

Spouse's signature _____ Date _____

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 **09-16-2018****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.

EEA

Form 8879 (2009)

**Acknowledgement and General Information for
Taxpayers Who File Returns Electronically**

Thank you for participating in IRS e-file.

THOMAS A PICKENS

Taxpayer Name

9517 QUEEN CHARLOTTE DR

Taxpayer Address (optional)

LAS VEGAS, NV 89145

1. ☒ Your federal income tax return for 2009 was filed electronically with the FRESNO Submission Processing Center. The electronic filing services were provided by ROBERT S SEMONIAN CPA.
2. ☒ Your return was accepted on 09-10-2010 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 00950884092150.
3. ☐ 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.
4. ☐ 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.
6. ☐ 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.
7. ☐ 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 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.

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 (1-888-872-9829), 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 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.

EEA

Form 9325 (Rev. 1-2010)

Federal Supporting Statements		2009
Name(s) as shown on return	Your Social Security Number	
THOMAS A PICKENS		
<u>SCHEDULE A - LINE 11 - 1098 WITH DIFF NAME/AD</u>		STATEMENT # 1
DANKA MICHAELS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145		

STATMENT1.D

		a Employee's social security number [REDACTED]		OMB No. 1545-0008		Safe, accurate, FAST! Use		IRS e-file		Visit the IRS website at www.irs.gov/efile	
b Employer identification number (EIN) 56-2371654				1 Wages, tips, other compensation 9,450		2 Federal income tax withheld 25					
c Employer's name, address, and ZIP code DANK K MICHAELS MD A PC 7373 PEAK DR NO 160 LAS VEGAS NV 89134				3 Social security wages 22,950		4 Social security tax withheld 1,423					
				5 Medicare wages and tips 22,950		6 Medicare tax withheld 333					
				7 Social security tips		8 Allocated tips					
				9 Advance EIC payment		10 Dependent care benefits					
d Control number				11 Nonqualified plans		12a See instructions for box 12 D 13,500					
e Employee's first name and initial Last name Suffix THOMAS A PICKENS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145				13 Statutory employee Retirement plan Third-party sick pay <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		12b					
				14 Other		12c					
						12d					
f Employee's address and ZIP code				15 State Employer's state ID no NV		16 State wages, tips, etc. 9,450		17 State income tax		18 Local wages, tips, etc.	
								19 Local income 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.

EEA

2009

Department of the Treasury-Internal Revenue Service

The information on the Form W-2 was used to prepare the taxpayer's 2009 Federal tax return by ROBERT S SEMORIAN CPA.

<input type="checkbox"/> CORRECTED		OMB No. 1545-0238	
PAYER'S name E T T INC Street address 5195 LAS VEGAS BLVD City, state, and ZIP code LAS VEGAS NV 89119 Federal identification number Telephone number 88-0314675		1 Gross winnings 6,019	2 Federal income tax withheld
		3 Type of wager	4 Date won 2009-11-04
		5 Transaction 196110	6 Race
		7 Winnings from identical wagers	8 Cashier
WINNER'S name THOMAS A PICKENS Street address (including apt. no.) 9517 QUEEN CHARLOTTE DR City, state, and ZIP code LAS VEGAS NV 89145		9 Winner's taxpayer ID no. [REDACTED]	10 Window
		11 First I.D.	12 Second I.D.
		13 State/Payer's state ID no.	14 State income tax withheld
		Under penalties of perjury, I declare that, to the best of my knowledge and belief, the name, address, and taxpayer identification number that I have furnished correctly identify me as the recipient of this payment and any payments from identical wagers, and that no other person is entitled to any part of these payments. Signature Date	
Form W-2G		EEA Department of the Treasury - Internal Revenue Service	

2009
Form W-2G
Certain
Gambling
Winnings
 For Privacy Act and
 Paperwork Reduction Act
 Notice, see the **2009**
General Instructions for
Forms 1099, 1098, 3921,
3922, 5498 and W-2G.

File with Form 1096.
Copy A
For Internal Revenue
Service Center

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 (99)

**Making Work Pay and Government
Retiree Credits**

▶ Attach to Form 1040A, 1040, or 1040NR.

▶ See separate instructions.

OMB No. 1545-0074

2009

Attachment
Sequence No. **166**

Name(s) shown on return

Your social security number

THOMAS A PICKENS

1a Important: See the instructions if you can be claimed as someone else's dependent or are filing Form 1040NR.

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 deferred compensation plan or a nongovernmental section 457 plan, or (e) you are filing Form 2555 or 2555-EZ.

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)

1a

b Nontaxable combat pay included on

line 1a (see instructions)

1b

2 Multiply line 1a by 6.2% (.062)

2

3 Enter \$400 (\$800 if married filing jointly)

3

4 Enter the **smaller** of line 2 or line 3 (unless you checked "Yes" on line 1a)

4

400

5 Enter the amount from Form 1040, line 38*, or Form 1040A, line 22

5

15,469

6 Enter \$75,000 (\$150,000 if married filing jointly)

6

75,000

7 Is the amount on line 5 more than the amount on line 6?

☒ **No.** Skip line 8. Enter the amount from line 4 on line 9 below.

☐ **Yes.** Subtract line 6 from line 5

7

8 Multiply line 7 by 2% (.02)

8

9 Subtract line 8 from line 4. If zero or less, enter -0-

9

400

10 Did you (or your spouse, if filing jointly) receive an economic recovery payment in 2009? You 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 instructions).

☒ **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 jointly). Do not enter more than \$250 (\$500 if married filing jointly)

10

0

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)

● If you checked "Yes" on line 10, enter -0- (exception: enter \$250 if filing jointly and the spouse who received the pension or annuity did not receive an economic recovery payment described on line 10)

11

0

12 Add lines 10 and 11

12

13 Subtract line 12 from line 9. If zero or less, enter -0-

13

400

14 Making work pay and government retiree credits. Add lines 11 and 13. Enter the result here and on Form 1040, line 63; Form 1040A, line 40; or Form 1040NR, line 60

14

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 1040NR instructions.

EEA

Schedule M (Form 1040A or 1040) 2009

Form

Department of the Treasury - Internal Revenue Service

1040A

U.S. Individual Income Tax Return (99)

2010

IRS Use Only - Do not write or staple in this space

Name, Address, and SSN	P R I N T C L E A R L Y	Your first name and initial	Last name	OMB No. 1545-0074
		THOMAS A	PICKENS	Your social security number
		If a joint return, spouse's first name and initial	Last name	Spouse's social security number
		Home address (number and street). If you have a P.O. box, see instructions.		Apt. no.
See separate instructions.		9517 QUEEN CHARLOTTE DR		Make sure the SSN(s) above and on line 6c are correct.
		City, town or post office, state, and ZIP code. If you have a foreign address, see instructions.		
Presidential Election Campaign		LAS VEGAS	NV	89145
Filing status		Check here if you, or your spouse if filing jointly, want \$3 to go to this fund		
Check only one box	1	<input checked="" type="checkbox"/> Single	4	<input type="checkbox"/> Head of household (with qualifying person). (See instructions.)
	2	<input type="checkbox"/> Married filing jointly (even if only one had income)	If the qualifying person is a child but not your dependent, enter this child's name here.	
	3	<input type="checkbox"/> Married filing separately. Enter spouse's SSN above and full name here.	5	<input type="checkbox"/> Qualifying widow(er) with dependent child (see instructions)

Exemptions If more than six dependents, see instructions.	6 a	<input checked="" type="checkbox"/> Yourself. If someone can claim you as a dependent, do not check box 6a.	Boxes checked on 6a and 6b	
	b	<input type="checkbox"/> Spouse	No. of children on 6c who	
	c Dependents:			<input type="checkbox"/> lived with you <input type="checkbox"/> did not live with you due to divorce or separation (see instructions) Dependents on 6c not entered above
	(1) First name	Last name	(2) Dependent's social security number	(3) Dependent's relationship to you
d Total number of exemptions claimed. <div style="float: right;">Add numbers on lines above 1</div>				

Income Attach Form(s) W-2 here. Also attach Form(s) 1099-R if tax was withheld. If you did not get a W-2, see page 20. Enclose, but do not attach, any payment. Also please use Form 1040-V.	7	Wages, salaries, tips, etc. Attach Form(s) W-2.	7	9,600
	8 a	Taxable interest. Attach Schedule B if required.	8 a	
	b	Tax-exempt interest. Do not include on line 8a.	8 b	
	9 a	Ordinary dividends. Attach Schedule B if required.	9 a	
	b	Qualified dividends (see instructions).	9 b	
	10	Capital gain distributions (see instructions).	10	
	11 a	IRA distributions.	11 a	
	11 b	Taxable amount (see instructions).	11 b	
	12 a	Pensions and annuities.	12 a	
	12 b	Taxable amount (see instructions).	12 b	
13	Unemployment compensation and Alaska Permanent Fund dividends.	13		
14 a	Social security benefits.	14 a		
14 b	Taxable amount (see instructions).	14 b		
15	Add lines 7 through 14b (far right column). This is your total income.	15	9,600	

Adjusted gross income	16	Educator expenses (see instructions).	16	
	17	IRA deduction (see instructions).	17	
	18	Student loan interest deduction (see instructions).	18	
	19	Tuition and fees. Attach Form 8917.	19	
	20	Add lines 16 through 19. These are your total adjustments.	20	
21	Subtract line 20 from line 15. This is your adjusted gross income.	21	9,600	

For Disclosure, Privacy Act, and Paperwork Reduction Act Notice, see separate instructions.

EEA

Form 1040A (2010)

Form 8880

Department of the Treasury
Internal Revenue Service

Credit for Qualified Retirement Savings Contributions

▶ Attach to Form 1040, Form 1040A, or Form 1040NR.

▶ See instructions.

OMB No. 1545-0074

2010

Attachment
Sequence No

54

Name(s) shown on return

THOMAS A PICKENS

Your social security number

You cannot take this credit if either of the following applies

CAUTION! • 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 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).

- 1 Traditional and Roth IRA contributions for 2010. Do not include rollover contributions
- 2 Elective deferrals to a 401(k) or other qualified employer plan, voluntary employee contributions, and 501(c)(18)(D) plan contributions for 2010 (see instructions)
- 3 Add lines 1 and 2
- 4 Certain distributions received after 2007 and before the due date (including extensions) of your 2010 tax return (see instructions). If married filing jointly, include both spouses' amounts in both columns. See instructions for an exception
- 5 Subtract line 4 from line 3. If zero or less, enter -0-
- 6 In each column, enter the smaller of line 5 or \$2,000
- 7 Add the amounts on line 6. If zero, stop; you cannot take this credit
- 8 Enter the amount from Form 1040, line 38*; Form 1040A, line 22; or Form 1040NR, line 37
- 9 Enter the applicable decimal amount shown below.

	(a) You	(b) Your spouse
1		
2	13,500	
3	13,500	
4		
5	13,500	
6	2,000	
7		2,000
8	9,600	

If line 8 is -		And your filing status is -		
Over -	But not over -	Married filing jointly	Head of household	Single, Married filing separately, or Qualifying widow(er)
Enter on line 9 -				
---	\$16,750	.5	.5	.5
\$16,750	\$18,000	.5	.5	.2
\$18,000	\$25,125	.5	.5	.1
\$25,125	\$27,000	.5	.2	.1
\$27,000	\$27,750	.5	.1	.1
\$27,750	\$33,500	.5	.1	.0
\$33,500	\$36,000	.2	.1	.0
\$36,000	\$41,625	.1	.1	.0
\$41,625	\$55,500	.1	.0	.0
\$55,500	---	.0	.0	.0

Note: If line 9 is zero, stop; you cannot take this credit.

- 10 Multiply line 7 by line 9
- 11 Enter the amount from Form 1040, line 46; Form 1040A, line 28; or Form 1040NR, line 44
- 12 **1040 filers:** Enter the total of your credits from lines 47 through 49, and Schedule R, line 22. **1040A filers:** Enter the total of your credits from lines 29 through 31. **1040NR filers:** Enter the total of your credits from lines 45 and 46. ▶
- 13 Subtract line 12 from line 11. If zero, stop; you cannot take this credit
- 14 **Credit for qualified retirement savings contributions.** Enter the smaller of line 10 or line 13 here and on Form 1040, line 50; Form 1040A, line 32, or Form 1040NR, line 47

10	1,000
11	26
12	
13	26
14	26

*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**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

2010

Declaration Control Number (DCN)

00-950884-000221

Taxpayer's name

THOMAS A PICKENS

Social security number

Spouse's name

Spouse's social security number

Part I Tax Return Information - Tax Year Ending December 31, 2010 (Whole Dollars Only)

1	Adjusted gross income (Form 1040, line 38; Form 1040A, line 22; Form 1040EZ, line 4)	1	9,600
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 74a; Form 1040A, line 46a; Form 1040EZ, line 12a; Form 1040-SS, Part I, line 12a) ..	4	400
5	Amount you owe (Form 1040, line 76; Form 1040A, line 48; Form 1040EZ, line 13)	5	

Part II Taxpayer Declaration and Signature Authorization (Be sure you get and keep a copy of your return)

Under penalties of perjury, 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, 2010, and to the best of my knowledge and belief, it is true, correct, and complete. I 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 acknowledgement of receipt or reason for rejection of the transmission; (b) the reason for any delay in processing the return or refund; and (c) 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 debit) entry to the financial institution account indicated in the tax preparation software for payment of my Federal taxes owed on this return and/or a payment of estimated tax, and the financial institution to debit the entry to this account. I further understand that this authorization may apply to future Federal tax payments that I direct to be debited through the Electronic Federal Tax Payment System (EFTPS). In order for me to initiate future payments, I request 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. I also 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 (PIN) 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

☒ I authorize **ROBERT S SEMONIAN CPA** to enter or generate my PIN **00578**
ERO firm name Enter five numbers, but do not enter all zeros
as my signature on my tax year 2010 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2010 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 _____ Date _____

Spouse's PIN: check one box only

☐ I authorize _____ to enter or generate my PIN _____
ERO firm name Enter five numbers, but do not enter all zeros
as my signature on my tax year 2010 electronically filed income tax return.

☐ I will enter my PIN as my signature on my tax year 2010 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.

Spouse's signature _____ Date _____

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 2010 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 **09-16-2018****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 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
Taxpayers Who File Returns Electronically**

Thank you for participating in IRS e-file.

THOMAS A PICKENS

Taxpayer Name

9517 QUEEN CHARLOTTE DR

Taxpayer Address (optional)

LAS VEGAS, NV 89145

1. ☒ Your federal income tax return for 2010 was filed electronically with the FRESNO Submission Processing Center. The electronic filing services were provided by ROBERT S SEMONIAN CPA
2. ☒ Your return was accepted on 10-14-2011 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 00950884000221
3. ☐ 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.
4. ☐ Your electronic funds withdrawal payment was accepted.
5. ☐ 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.
6. ☐ Your Form 4868, Application for 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 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.

EEA

Form **9325** (Rev. 1-2011)

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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 (1-888-872-9829), 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.gov/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 - 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	Your Social Security Number	
THOMAS A PICKENS	[REDACTED]	
<u>SCHEDULE A - LINE 11 - 1098 WITH DIFF NAME/AD</u>		STATEMENT # 1
DANKA MICHAELS 9517 QUEEN CHARLOTTE DR LAS VEGAS NV 89145		

STATMENTLD