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Elizabeth A. Brown
Clerk of Supreme Court

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7
8 SUPREME COURT
9 STATE OF NEVADA

10 RESOURCES GROUP, LLC, a Nevada
11 Limited Liability Company,

CASE NO.: 84992

12 Appellant,

13 vs.

14 U.S. BANK NATIONAL
ASSOCIATION, ND, a national
15 association,

16 Respondent.

17
18 **JOINT APPENDIX VOLUME 1**

19
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22 Attorney for Defendant/Appellant

INDEX TO JOINT APPENDIX 1

Volume	Date Filed	Document	Bates Stamp
1	08/30/12	Complaint for Judicial Foreclosure of Deed of Trust	APP000001-APP000035
1	11/16/12	Amendment to Complaint	APP000036-APP000038
1	04/11/13	Second Amendment to Complaint	APP000039-APP000047
1	08/07/13	Application for an Order to Serve by Publication	APP000048-APP000050
1	12/04/13	Return of Service	APP000051
1	12/04/13	Return of Service	APP000052
1	02/07/14	Default	APP000053-APP000055
1	07/14/14	Stipulation and Order	APP000056-APP000057
1	07/15/14	Notice of Entry of Order	APP000058-APP000061
1	07/16/14	Answer and Counterclaim	APP000062-APP000069
1	08/20/14	Stipulation and Order for Stay of Proceedings	APP000070-APP000072
1	08/22/14	Notice of Entry of Order	APP000073-APP000077
1	12/01/14	Motion to Lift Stay	APP000078-APP000084
1	01/20/15	Order Lifting Stay	APP000085-APP000087
1	01/21/15	Notice of Entry of Order	APP000088-APP000092
1	02/20/15	Answer to Counterclaim	APP000093-APP000097
1	04/15/15	Joint Case Conference Report	APP000098-APP000104
1	05/18/15	Scheduling Order	APP000105-APP000107
1	11/30/15	Stipulation and Order to Extend Deadlines (First Request)	AA000108-AA000111

1	1	11/30/15	Notice of Entry of Stipulation and Order to Extend Deadlines (First Request)	APP000112-APP000119
2				
3	1	05/16/16	U.S. Bank National Association, ND's Motion for Summary Judgment	APP000120-APP000197
4				
5	1	05/16/16	Affidavit of Julie Lor in Support of Motion for Summary Judgment	APP000198-APP000234

ALPHABETICAL INDEX TO JOINT APPENDIXES

8	Volume	Date Filed	Document	Bates Stamp
9	1	05/16/16	Affidavit of Julie Lor in Support of Motion for Summary Judgment	APP000198-APP000234
10	8	10/18/21	Amended Order Rescheduling Dates for Trial, and Pre-Trial/Calendar Call	APP001938-APP001939
11				
12	61	06/29/20	Amended Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	APP000000-APP000000
13	1	11/16/12	Amendment to Complaint	APP000036-APP000038
14	1	07/16/14	Answer and Counterclaim	APP000062-APP000069
15				
16	1	02/20/15	Answer to Counterclaim	APP000093-APP000097
17	1	08/07/13	Application for an Order to Serve by Publication	APP000048-APP000050
18	1	08/30/12	Complaint for Judicial Foreclosure of Deed of Trust	APP000001-APP000035
19				
20	1	02/07/14	Default	APP000053-APP000055
21	8	04/28/21	Discovery Commissioner's Report and Recommendations	APP001918-APP001921
22				
23	8	10/31/17	Findings of Fact and Conclusions of Law	APP001766-APP001775
24	6	01/20/17	First Amended Answer to the Counterclaim	APP001263-APP001267
25	1	04/15/15	Joint Case Conference Report	APP000098-APP000104
26				
27	6	09/26/17	Joint Pre-Trial Memorandum	APP001340-APP001346
28	2	06/16/16	Minute Order	APP000339

1	6	03/07/17	Minute Order	APP001300
2	2/3	01/03/17	Motion for Summary Judgment	APP000375- APP000500
3	8	11/30/20	Motion to Compel	APP001835- APP001905
4	8	10/12/20	Motion to Extend Discovery and Continue the Trial Date (Second Request)	APP001826- APP001830
5	1	12/01/14	Motion to Lift Stay	APP000078- APP000084
6	8	11/22/17	Notice of Appeal	APP001789- APP01790
7	12	07/05/22	Notice of Appeal	APP002692- APP002693
8	2	09/20/16	Notice of Deposition	APP000359- APP000361
9	8	11/01/17	Notice of Entry of Findings of Fact and Conclusions of Law and Final Judgment Pursuant to NRCP 54(b) Between Resources Group, LLC and U.S. Bank National Association, ND	APP001776- APP001788
10	1	07/15/14	Notice of Entry of Order	APP000058- APP000061
11	1	08/22/14	Notice of Entry of Order	APP000073- APP000077
12	15	01/21/15	Notice of Entry of Order	APP000088- APP000092
13	6	04/04/17	Notice of Entry of Order	APP001304- APP001308
14	8	06/29/20	Notice of Entry of Order	APP001818- APP001825
15	12	06/09/22	Notice of Entry of Order	APP002682- APP002691
16	12	12/01/22	Notice of Entry of Order	APP002702- APP002711
17	4	01/04/17	Notice of Entry of Order on Plaintiff's Motion to Amend Their Answer to the Counterclaim	APP000772- APP000775
18	1	11/30/15	Notice of Entry of Stipulation and Order to Extend Deadlines (First Request)	APP000112- APP000119

1	2	11/16/16	Notice of Entry of Stipulation and Order to Extend Discovery Deadlines (Second Request)	APP000366-APP000371
2				
3	2	07/26/16	Notice of Entry of Stipulation and Order to Reopen Discovery, Vacate Trial, and Extend the 5 Year Rule Pursuant to Nev. R. Civ. Pro 41(e)	APP000344
4				
5	8	07/03/19	Opinion in Appeal No. 74575 U.S. Bank, National Association ND v. Resources Group, LLC	APP001794-APP001802
6				
7	8	03/31/21	Opposition to Defendant Resource Group LLC's Motion to Compel	APP001906-APP001917
8				
9	4/5	01/17/17	Opposition to Motion for Summary Judgment	APP000776-APP001045
10	2	06/02/16	Opposition to Plaintiff's Motion for Summary Judgment and Resources Group, LLC's Countermotion for Summary Judgment	APP000235-APP000310
11				
12	12	06/08/22	Order Granting U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP002674-APP002681
13				
14	8	05/14/21	Order on Discovery Commissioner's Report and Recommendations	APP001922-APP001930
15				
16	1	01/20/15	Order Lifting Stay	APP000085-APP000087
17	2	12/02/16	Order on Plaintiff's Motion to Amend Their Answer to the Counterclaim	APP000373-APP000374
18				
19	11	04/06/22	Order Rescheduling Date for Pre-Trial/Calendar Call	APP002572-APP002573
20	2	08/01/16	Plaintiff's Motion to Amend Their Answer to the Counterclaim	APP000345-APP000358
21	6	09/13/17	Plaintiff's Pre-Trial Memorandum	APP001316-APP001334
22				
23	6	09/02/17	Pre-Trial Disclosures of Defendant and Counter-claimant Resources Group, LLC	APP001313-APP001315
24				
25	6	09/24/17	Pre-Trial Memorandum of Defendant and Counterclaimant Resources Group, LLC; Objections to the Pre Trial Memorandum of Plaintiff	APP001335-APP001339
26				
27	12	12/20/22	Recorder's Transcript of Hearing (April 21, 2022)	APP002639-APP002673
28				

1	2	11/17/16	Re-Notice of Deposition	APP000372
2	2	06/13/16	Reply in Support of Resources Group, LLC's Countermotion for Summary Judgment	APP000330-APP000338
3				
4	6	01/31/17	Reply in Support of US Bank's Motion for Summary Judgment	APP001285-APP001299
5	6/7	01/16/18	Reporter's Transcript of Bench Trial (October 2, 2017)	APP001374-APP001614
6				
7	7/8	01/16/18	Reporter's Transcript of Bench Trial (October 3, 2017)	APP001615-APP001765
8	5/6	01/19/17	Resources Group, LLC's Opposition to U.S. Bank's Motion for Summary Judgment	APP001046-APP001262
9				
10	11	03/31/22	Resource Group, LLC's Opposition to U.S. Bank's Motion for Summary Judgment	APP002494-APP002571
11				
12	12	04/15/22	Resource Group, LLC's Re-Filed Exhibits	APP002600-APP002638
13	6	01/31/17	Resources Group, LLC's Reply in Support of Motion for Summary Judgment	APP001268-APP001284
14				
15	1	12/04/13	Return of Service	APP000051
16	1	12/04/13	Return of Service	APP000052
17	1	05/18/15	Scheduling Order	APP000105-APP000107
18	8	01/13/20	Scheduling Order and Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	APP001803-APP001807
19				
20	8	11/18/20	2 nd Amended Order Setting Civil Non-Jury Trial	APP001831-APP001834
21				
22	1	04/11/13	Second Amendment to Complaint	APP000039-APP000047
23	1	07/14/14	Stipulation and Order	APP000056-APP000057
24	8	11/19/18	Stipulation and Order for Dismissal with Prejudice of Defendant Glenview West Townhomes Association Only	APP001791-APP001793
25				
26	1	11/30/15	Stipulation and Order to Extend Deadlines (First Request)	APP000108-APP000111
27				
28				

1	8	06/29/20	Stipulation and Order to Extend Discovery and Continue Trial Date (First Request)	APP001808- APP001813
2	8	07/02/21	Stipulation and Order to Extend Discovery and Continue Trial Date (Third Request)	APP001931- APP001937
3	2	11/15/16	Stipulation and Order to Extend Discovery Deadlines (Second Request)	APP000362- APP000365
4	2	07/20/16	Stipulation and Order to Reopen Discovery, Vacate Trial, and Extend the 5 Year Rule Pursuant to Nev. R. Civ. Pro 41(e)	APP000340- APP000343
5	12	11/15/22	Stipulation and Order for Rule 54(b) Certification	APP002694- APP002701
6	1	08/20/14	Stipulation and Order for Stay of Proceedings	APP000070- APP000072
7	6	04/03/17	Stipulation and Order to Toll NRC 41(e)	APP001301- APP001303
8	6	09/28/17	U.S. Bank's Brief in Support of Trial	APP001347- APP001373
9	3/4	01/03/17	U.S. Bank's Motion for Summary Judgment	APP000501- APP000771
10	1	05/16/16	U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP000120- APP000197
11	8/9/10/ 11	03/16/22	U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP001940- APP002493
12	2	06/09/16	U.S. Bank National Association, ND's Reply in Support of Motion for Summary Judgment and Opposition to Resources Group, LLC's Countermotion for Summary Judgment	APP000311- APP000329
13	11/12	04/07/22	U.S. Bank National Association N.D.'s Reply in Support of Motion for Summary Judgment	APP002574- APP002599
14	6	08/31/17	U.S. Bank's Pretrial Disclosures	APP001309- APP001312

CIVIL COVER SHEET

A - 12 - 667690 - C

Clark County, Nevada

Case No. _____

X V I I I

(Assigned by Clerk's Office)

I. Party Information*Plaintiff(s) (name/address/phone):*U.S. BANK NATIONAL ASSOCIATION ND,
a national association,*Attorney (name/address/phone):*LAW OFFICES OF LES ZIEVE
Grace M. Kim, Esq. (NV Bar 9268)
Benjamin D. Petiprin, Esq. (NV Bar 11681)
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
Tel: (702) 948-856 Fax: (702) 446-9898*Defendant(s) (name/address/phone):*GEORGE R. EDWARDS, an individual; LAURA B. FITZPATRICK, tax receiver
and treasurer of the COUNTY OF CLARK, STATE OF NEVADA; REPUBLIC
SILVER STATE DISPOSAL, INC. dba REPUBLIC SERVICES, a Nevada
corporation; DOES 1 through 10, inclusive, and ROES 1 through 10, inclusive.*Attorney (name/address/phone):***II. Nature of Controversy** (Please check applicable bold category and
applicable subcategory, if appropriate)☐ **Arbitration Requested****Civil Cases**

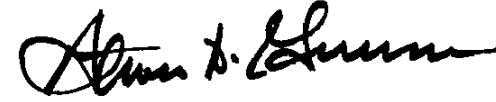
Real Property	Torts	
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input checked="" type="checkbox"/> Title to Property <input checked="" type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> Negligence <input type="checkbox"/> Negligence -- Auto <input type="checkbox"/> Negligence -- Medical/Dental <input type="checkbox"/> Negligence -- Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence -- Other	<input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acct/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	<input type="checkbox"/> Appeal from Lower Court (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> Civil Writ <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> Other Civil Filing <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment -- Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

- | | | |
|---|--|---|
| <input type="checkbox"/> NRS Chapters 78-88 | <input type="checkbox"/> Investments (NRS 104 Art. 8) | <input type="checkbox"/> Enhanced Case Mgmt/Business |
| <input type="checkbox"/> Commodities (NRS 90) | <input type="checkbox"/> Deceptive Trade Practices (NRS 598) | <input type="checkbox"/> Other Business Court Matters |
| <input type="checkbox"/> Securities (NRS 90) | <input type="checkbox"/> Trademarks (NRS 600A) | |

August 30, 2012
Date/s/ Benjamin D. Petiprin
Signature of initiating party or representative

COMP
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CLERK OF THE COURT

Attorneys for plaintiff U.S. Bank National Association, ND

DISTRICT COURT
CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION ND,
a national association,

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual;
LAURA B. FITZPATRICK, tax receiver and
treasurer of the COUNTY OF CLARK,
STATE OF NEVADA; REPUBLIC SILVER
STATE DISPOSAL, INC. dba REPUBLIC
SERVICES, a Nevada corporation; DOES 1
through 10, inclusive, and ROES 1 through 10,
inclusive.

Defendants.

CASE NO.: A - 1 2 - 6 6 7 6 9 0 - C

DEPT. NO.: X V I I I

**COMPLAINT FOR JUDICIAL
FORECLOSURE OF DEED OF TRUST**

*Exempt from Arbitration
Action Involves Real Property*

COMES NOW Plaintiff, U.S. Bank National Association, ND, a national association
("Plaintiff"), and alleges as follows:

1. Plaintiff is, and at all times herein mentioned, a national association duly
authorized to transact business in the State of Nevada.

2. This action concerns real property located in the City of Las Vegas, County of
Clark, State of Nevada, and is legally described as set forth in **Exhibit "1"** attached hereto, and

1 incorporated herein by this reference. The property is commonly known as: 4254 Rollingstone
2 Drive, Las Vegas, NV 89103 (the "Subject Property"), Clark County Assessor's Parcel Number
3 163-24-111-021.

4 3. Plaintiff is informed and believes that George R. Edwards ("Borrower") is an
5 individual, residing in the City of Fontana, County of San Bernardino, State of California and is
6 the record owner of the Subject Property. The Borrower has a present ownership interest in or to
7 the Subject Property.

8 4. Plaintiff is informed and believes that Laura B. Fitzpatrick is tax receiver and
9 treasurer of the County of Clark, State of Nevada ("Clark County Treasurer") and has an interest
10 in the Subject Property or some part of it by reason of a tax lien, which interest is subsequent to
11 and subject to that of Plaintiff.

12 5. Plaintiff is informed and believes that Republic Silver State Disposal, Inc. dba
13 Republic Services ("Republic") is a a Nevada corporation, and has an interest in the Subject
14 Property or some part of it by reason of a service lien, which interest is subsequent to and subject
15 to that of Plaintiff.

16 6. Plaintiff is ignorant of the true names and capacities of individual defendants sued
17 herein as DOES 1 through 10, inclusive, and corporations, partnerships or other business entities
18 sued herein as ROES 1 through 10, inclusive, and therefore sues these defendants by such
19 fictitious names. Plaintiff is informed and believes that defendants named herein as DOES 1
20 through 10 and ROES 1 through 10 have, or may claim to have, some right, title or interest in
21 and to the Subject Property, the exact nature of which is unknown to Plaintiff and Plaintiff will
22 seek leave to amend this complaint ("Complaint") to allege their true names and capacities when
23 and as ascertained, and will further ask leave to join said defendants in these proceedings.

24 7. On June 11, 2004, defendant Clark County Treasurer recorded a Treasurer's
25 Certificate for Holding Delinquent Real Property Parcels ("Tax Lien") for delinquent taxes for
26
27
28

1 the fiscal year of 2003-2004 in the amount of \$6.92 in book number 20040611 as instrument
2 number 0000916 in the Official Records of the Clark County Recorder's Office ("Official
3 Records"). A true and correct copy of the Tax Lien is attached hereto, marked as **Exhibit "2"**
4 and incorporated herein by this reference.

5 8. On or about March 3, 2009, for valuable consideration, the Borrower made,
6 executed and delivered to Plaintiff that certain U.S. Bank Equine Agreement dated March 3,
7 2009 (the "Note") evidencing a loan to the Borrower in the original principal amount of
8 \$50,000.00 ("Loan"). A true and correct copy of the Note is attached hereto, marked as **Exhibit**
9 **"3"** and incorporated herein by this reference.

10 9. To secure payment of the principal sum and interest provided in the Note, as part
11 of the same transaction, Borrower executed and delivered to Plaintiff, as beneficiary, a Deed of
12 Trust (With Future Advance Clause) (hereinafter the "Deed of Trust") dated March 3, 2009. A
13 true and correct copy of the Deed of Trust is attached hereto, marked as **Exhibit "4"** and
14 incorporated herein by this reference. The Deed of Trust was recorded in book number
15 20090326 as instrument number 0003747 in the Official Records on March 26, 2009.

16 10. On Septemeber 17, 2010, defendant Republic recorded a Notice of Claim of Lien
17 for Solid Waste Service ("Service Lien") for the amount of \$159.73 in book number 20100917
18 as instrument number 0001706 of the Official Records. On April 8, 2011, defendant Republic
19 recorded a Notice of Claim of Lien for Solid Waste Service ("Service Lien 2") for the amount of
20 \$85.14 in book number 20110408 as instrument number 0002551 of the Official Records. On
21 December 19, 2011, defendant Republic recorded a Notice of Claim of Lien for Solid Waste
22 Service ("Service Lien 3") for the amount of \$128.61 in book number 20111219 as instrument
23 number 0000447 of the Official Records. True and correct copies of the Service Lien, Service
24 Lien 2 and Service Lien 3 are attached hereto as **Exhibit "5"** and incorporated herein by this
25 reference.
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27
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1 11. Plaintiff is informed and believes, that on November 2, 2011, a default occurred
2 under the terms of the Note, in that the Borrower failed to make the regular monthly installment
3 payment due on that date and all subsequent payments in the approximate amount of \$201.09.

4 12. The subject Note provides that, if the payor defaults in payment of any installment
5 when due, or in the performance of any agreement in the subject Deed of Trust securing payment
6 of the subject Note, the entire principal and interest will become immediately due and payable at
7 the option of the noteholder. The subject Deed of Trust provides that, if the trustor defaults in
8 paying any indebtedness secured by the subject Deed of Trust, or in the performance of any
9 agreement in the subject Note or Deed of Trust, the entire principal and interest secured by the
10 subject Deed of Trust will, at the option of the beneficiary, become immediately due and
11 payable.
12

13 13. The Deed of Trust further provides that in the event of a default, the lender may
14 invoke the power of sale and after the required notices and time frames, sell the Subject Property
15 at a public auction.

16 14. By the terms of the subject Note, the Borrower promised and agreed to pay to
17 Plaintiff monthly installments of \$201.09, principal and interest, beginning March 3, 2009. The
18 Borrower has wholly failed, neglected and refused to pay the installment that was due on
19 November 2, 2011 and the subsequent months, up to and including the date of this Complaint.
20 The total of the monthly payments in default including interest is approximately \$1,692.43. For
21 such failure and default under the subject Note and Deed of Trust, Plaintiff has elected to declare
22 the entire remaining sum of principal and interest immediately due and payable. Additional
23 interest will accrue at the rate of \$6.48 per day for each additional day from November 2, 2011 to
24 the date of entry of judgment in this action.
25

26 15. By terms of the subject Deed of Trust, the Borrower agreed to pay before
27 delinquency all general and special city and county taxes affecting the Subject Property.
28

1 Borrower failed and refused to pay the general and special taxes for the fiscal year of July 1,
2 2011 through June 30, 2012. The total amount of taxes now in default and delinquent is \$868.13,
3 which is the total amount necessary to redeem as of the date on which this Complaint is filed.

4 16. Plaintiff may hereafter be required to expend additional sums to protect its
5 security in the Subject Property. In the subject Deed of Trust, the Borrower agreed to pay any
6 sums expended by Plaintiff. Plaintiff will amend this Complaint to allege the nature and
7 amounts of such sums if Plaintiff is required to make the additional expenditures.

8 17. Under the subject Note and Deed of Trust, the Borrower, agreed that, if any action
9 were instituted on the Note or Deed of Trust, he, as defendant, would pay the sum fixed by the
10 Court as Plaintiff's attorneys' fees and that these charges would also become a lien against the
11 Subject Property. Because of the above-described defaults, it has become necessary for Plaintiff
12 to employ an attorney to commence and prosecute this foreclosure action. The reasonable value
13 of services of counsel in this action shall be proved at or after trial in this action.
14

15 **FIRST CAUSE OF ACTION**

16 **(For Judicial Foreclosure of Deed of Trust, Against all Defendants)**

17 18. Plaintiff realleges and incorporates herein by reference each and every allegation
18 set forth in Paragraphs 1 through 17 of the Complaint as though set forth in full.

19 19. Despite Plaintiff's demands for payment under the Note and Deed of Trust,
20 Borrower has failed and refused to pay Plaintiff its indebtedness due, and Borrower is now in
21 default under the Note and Deed of Trust.
22

23 20. As a result of the default under the Note as secured by the Deed of Trust, Plaintiff
24 seeks to exercise its right under the Deed of Trust to foreclose on the Subject Property. And
25 Plaintiff seeks a Judgment of this Court foreclosing said Deed of Trust with the Court to award
26 Judgment for any deficiency which may remain after applying all proceeds of the sale of the
27 Subject Property applicable to the Judgment procured hereunder. The filing of this action does
28

1 not constitute a waiver of Plaintiff's right to proceed with a non-judicial foreclosure if it so
2 elects.

3 21. The Note and Deed of Trust provide that in the event of default thereunder by the
4 Borrowers, Plaintiff is entitled to recover its costs, including reasonable attorneys' fees, incurred
5 in enforcement thereof. Plaintiff has employed Benjamin D. Petiprin of the Law Offices of Les
6 Zieve, licensed and practicing attorney in the State of Nevada, for the purpose of instituting and
7 prosecuting the within action. Attorneys' fees have been, and continue to be incurred in an
8 amount to be proven at trial.
9

10 22. As a result of Borrower's default and breach, Plaintiff has been damaged in the
11 amount of the principal balance of the loan, accrued interest, late charges, advances, expenses
12 and attorneys' fees and costs which remain due under the Note and Deed of Trust.

13 WHEREFORE, Plaintiff prays for relief as follows:
14

15 **As to the First Cause of Action**

- 16 1. That the Court enter a money judgment against Borrower defendant *only*:
17 a. The sum of \$49,982.72 principal, together with interest as allowed at the
18 Note rate currently at 4.75% from November 2, 2011, to the date of judgment, according to
19 proof;
20 b. The additional sum of \$868.13 for special and general taxes for the fiscal
21 year July 1, 2011 through June 30, 2012;
22 c. Costs of this action and reasonable attorneys' fees;
23 d. Additional sums, if any, that Plaintiff hereafter expends to protect its
24 interest in the Subject Property, together with interest, according to proof.
25 2. That the Court adjudge the rights, claims, ownership, liens, titles and demands of
26 defendants are subject, subordinate and subsequent to Plaintiff's Deed of Trust;
27 3. That the Court order, adjudge, and decree that the Subject Deed of Trust be
28

1 foreclosed and that the usual Judgment be made for the sale of the Subject Property, according to
2 law, by the Sheriff of the County of Clark, or by a levying officer to be appointed by the Court;
3 that the proceeds of the sale be applied in payment of the amounts due to Plaintiff; that
4 defendants and all persons claiming under them subsequent to the execution of said Deed of
5 Trust, either as lien claimants, judgment creditors, claimants under a junior trust deed,
6 purchasers, encumbrances and otherwise, be barred and foreclosed from all rights, claims,
7 interest or equity of redemption of the Subject Property and every part of the Subject Property
8 when the time for redemption has lapsed;

9 4. That the Court award Plaintiff judgment and execution against Borrower
10 defendant *only* for any deficiency that may remain after applying all proceeds of the sale of the
11 Subject Property duly applicable to satisfy the amounts by the Court under paragraph 1 of this
12 demand for judgment;

13 5. That the Court permit Plaintiff or any other party to this suit, to become
14 purchasers at the foreclosure sale; that when the time for redemption has lapsed, the levying
15 officer or Sheriff, as the case may be, shall execute a deed to the purchaser of the Subject
16 Property at the sale; and that the purchaser be given possession of the Subject Property upon
17 production of the levying officer's or Sheriff's Deed;

18 6. For attorneys' fees according to proof in an amount the Court deems reasonable;

19 7. That the Court award all other appropriate and just relief.

20 8. For costs of suit incurred herein; and

21 9. For such other and further relief as the Court may deem just and proper.

22 DATED: August 30, 2012

LAW OFFICES OF LES ZIEVE

23
24 By: /s/ Benjamin D. Petiprin
25 Grace M. Kim, Esq.
26 Benjamin D. Petiprin, Esq.
27 Attorneys for Plaintiff
28 U.S. Bank National Association, ND

EXHIBIT 1

EXHIBIT 1

LEGAL DESCRIPTION

LOT NINETEEN (19) OF GLENVIEW WEST TOWNHOME, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT 2

EXHIBIT 2



20040611-0000916

Fee \$0.00
06/11/2004 08:01:19 T20040037863
Rev CC TREASURER
Frances Deane
Clark County Recorder Page 102

APN: 163-23-112-006

Page 1001 thru 1100 of Annual Treasurer's Certificate

When Recorded Mail To:

Clark County Treasurer
500 S. Grand Central Parkway
Las Vegas NV 89106

**OFFICE OF THE TREASURER AND EX-OFFICIO
TAX RECEIVER OF CLARK COUNTY,
STATE OF NEVADA**

**TREASURER'S CERTIFICATE FOR HOLDING
DELINQUENT REAL PROPERTY PARCELS**

DELINQUENT TAXES FOR THE FISCAL YEAR 2003-2004

I, Laura B. Fitzpatrick, the Ex-Officio Tax Receiver of the County of Clark, State of Nevada, pursuant to Nevada Revised Statutes (NRS) 361.570, do hereby issue to Laura B. Fitzpatrick, the Treasurer of Clark County, as Trustee for the State and County, a certificate for each of the real properties described in Exhibit "A" attached hereto and by this reference made a part hereof.

A certificate is issued for each property on which all or a portion of the real property taxes levied for the current fiscal year 2003-2004 had not been paid by 5 p.m. on the first Monday in June, i.e. the 7th day of June 2004. The certificate authorizes the County Treasurer to hold the property for the period of two (2) years after the first Monday in June of the year the certificate is dated, unless sooner redeemed by payment of the taxes and accruing taxes, penalties and costs, together with interest on the taxes at the rate of ten percent (10%) per annum from the date due until paid.

The title to each property not redeemed by the expiration of the period of redemption will vest in the County for the benefit of the State and County.

Parcel	Owner Name Legal Description	Tax Amount	Penalty Amount	Cost	Interest Amount	Total Amount
163-23-712-071	OJEDA EDUARDO GABINO ASSESSOR DESCRIPTION: FIRST NEVADA UNIT #2 PLAT BOOK 16 PAGE 19 LOT 11 BLOCK 9 GEOID: PT NE4 SE4 SEC 23 21 60	\$1,081.19	\$162.18	\$7.00	\$67.57	\$1,317.94
163-23-801-008	WESTERN TRUST 1991 ASSESSOR DESCRIPTION: PARCEL MAP FILE 64 PAGE 32 LOT 2 GEOID: PT SE4 SE4 SEC 23 21 60	\$2,154.08	\$323.13	\$7.00	\$134.63	\$2,618.84
163-24-111-021	EDWARDS GEORGE R TRUST ASSESSOR DESCRIPTION: GLENVIEW WEST TWNHS PLAT BOOK 30 PAGE 65 LOT 19 GEOID: PT NE4 NW4 SEC 24 21 60	\$6.92	\$0.28	\$7.00	\$0.23	\$14.43
163-24-111-039	SALMI ROBERT C ASSESSOR DESCRIPTION: GLENVIEW WEST TWNHS PLAT BOOK 30 PAGE 65 LOT 7 GEOID: PT NE4 NW4 SEC 24 21 60	\$6.67	\$0.33	\$0.00	\$0.22	\$7.22
163-24-112-022	LEWIS RAYNA L ASSESSOR DESCRIPTION: CASA MESA 1 CONDO AMD PLAT BOOK 30 PAGE 8 UNIT B BLDG 6 GEOID: PT NE4 NW4 SEC 24 21 60	\$304.40	\$21.31	\$7.00	\$12.68	\$345.39
163-24-112-040	IZAKELIAN VACHE & OVSANNA A ASSESSOR DESCRIPTION: CASA MESA 1 CONDO AMD PLAT BOOK 30 PAGE 8 UNIT D BLDG 10 GEOID: PT NE4 NW4 SEC 24 21 60	\$310.56	\$21.73	\$7.00	\$12.94	\$352.23
163-24-112-172	WILSON SHIRLEY J & SHIRLEY ASSESSOR DESCRIPTION: CASA MESA 1 CONDO AMD PLAT BOOK 30 PAGE 8 UNIT D BLDG 43 GEOID: PT NE4 NW4 SEC 24 21 60	\$315.38	\$22.07	\$7.00	\$13.14	\$357.59
163-24-113-112	4250 S JONES L L C ASSESSOR DESCRIPTION: RITZ 1 PLAT BOOK 63 PAGE 27 UNIT 256 BLDG 12 GEOID: PT N2 NW4 SEC 24 21 60	\$151.79	\$7.81	\$7.00	\$5.15	\$171.75

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NV2335 [clark_prod1]

Page 1009

APN: 163-23-112-006

If the property is not redeemed, title will vest in the County for benefit of the State and County.

Given under my hand this 10th day of June 2004.

CLARK COUNTY, NEVADA

CLARK COUNTY, NEVADA


LAURA B. FITZPATRICK, Treasurer
Ex-Officio Tax Receiver


KATHERINE A. HARTIG
Assistant Treasurer


STATE OF NEVADA)

SS.

COUNTY OF CLARK)

This instrument was acknowledged before me on the 10th day of June 2004 by LAURA B. FITZPATRICK as County Treasurer of Clark County, Nevada or Katherine A. Hartig, Assistant Treasurer of Clark County, Nevada.

Witness my hand and official seal.


Notary Public

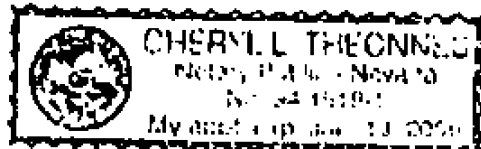


EXHIBIT 3

EXHIBIT 3

GEORGE R EDWARDS 4154 ROLLINGSTONE DR LAS VEGAS NV 89103-0000 Borrower's Name and Address "You" means each borrower above, jointly and severally.		U.S. Bank National Association ND Lender's Name "We" or "us" means the lender named above.	
Account # 3000706195	Draw Period 15 years	Maturity Date 03/02/2034	
Date 03/03/2009	Repayment Period 10 years	Billing Cycle: monthly	
Trans. Acct. #		Payment Date 2nd	
Line of Credit \$ 50,000.00		of every month	

U.S. BANK EQUILINE AGREEMENT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "Loan Account Balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means a deposit account you carry with U.S. Bank, N.A. The number of this account is listed near the top of the form on the line labeled "Trans. Acct. #." "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "Draw Period" is the time during the plan that you may request advances and will make payments on your loan account balance. The "Repayment Period" is the time during the plan that you must repay your loan account balance but cannot get further advances. Except where otherwise indicated, the disclosures contained in this agreement apply to both the draw and repayment periods.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement.

TAX DEDUCTIBILITY: We make home equity "EQUILINE" loans where the line of credit ceiling can be (when combined with other liens) up to 100% of the value of the property. We want to make sure you are aware that interest may not be deductible to the extent (for that portion of your indebtedness) that the residence does not adequately secure the loan. This is true when (and to the extent) total liens on the property exceed its fair market value. You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you:

- Write a check using one of the special checks you have for that purpose.
- Use the VISA® credit card we supply you to make purchases or receive cash loan advances.
- You may also choose to attach this Line of Credit to your Transaction Account with our affiliate U.S. Bank, N.A. If you "overdraw" the Transaction Account, by any method allowed for withdrawal from that account, you will get an advance on this Line of Credit, up to your credit limit. (If you attach this Line of Credit to your Transaction Account, when you "overdraw" the deposit account and an advance can be made from your Line of Credit, you will not be charged an overdraft charge on your Transaction Account if you have not thereby exceeded your credit limit under this plan. If you elect this feature, then the Transaction Account to which this Line of Credit is attached will be listed above on the line labeled "Trans. Acct. #".)

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

TRANSACTION LIMITATIONS: There are a few "indirect" limitations on the transactions you can make to this account. These are not limitations on this account, but limitations that are part of an access method. For example, if you attach this account to your transaction account (overdraft protection) and if you have an ATM card or debit card that can access that transaction account, then the electronic funds transfer limitations that are part of your ATM or debit card are "indirect" limits on the number and dollar amount of your access to this account per day by those methods. These are not really limits on the amount or number of advances you can get from this account, but are limits inherent in ATM and debit card transactions. Also, if you attach this account to your deposit account, then advances from this account arising from "overdrafts" will occur, once a day, in multiples of \$100.

FIXED RATE OPTION: At any time during the Draw Period you may convert the interest rate and repayment schedule, for up to the amount of the then outstanding credit line balance (not including any previously locked principal balance), subject to the following conditions:

- The Fixed Rate Option period will be for a term that you select, with a maximum term of (a) 20 years or (b) the then remaining term of the draw and repayment period, whichever is less.
 - The term cannot be less than 12 months.
 - The minimum amount is \$2,000.
 - You can have no more than 3 Fixed Rate Options in effect at any one time. The fee for each will be \$50.
 - The unpaid principal balance is part of your maximum credit limit, and a principal portion of each payment amount will replenish your credit limit as of the date a payment is posted.
 - You cannot add an amount to a Fixed Rate Option after it is established; each is a separate event.
- Rate.** The fixed simple interest rate will be determined by reference to The Wall Street Journal Prime Rate in effect on the date of the Fixed Rate Option plus (or minus) a margin. A new margin is established for the Fixed Rate Option; this margin is not the same as the one used for the variable rate portion of your Line of Credit. You can call us to learn our current rates for Fixed Rate Options.
- Payment.** You have two choices of payment for Fixed Rate Option:

A) Interest-Only payment amounts where each Fixed Rate Option will have its own payment amount equal to the amount of the accrued finance charges outstanding on the last day of the billing cycle. The term is at the discretion of the bank and may be less than 20 years. Under this payment choice the outstanding principal balance of the Fixed Rate Option will not be reduced and the entire principal balance will revert back to the variable portion of the line at the end of the Fixed Rate Option term and be subject to terms and conditions listed in this agreement.

B) Fixed payment amounts where each Fixed Rate Option will have its own payment amount, determined by applying the rate to the amount of the Fixed Rate Option for the term of the Option, and producing equal monthly payments of principal and interest over the term of the Fixed Rate Option.

Minimum Payment. Your minimum payment each month will be determined by adding the scheduled Fixed Rate Option payment(s) to the minimum payment amount determined under the "HOW YOU REPAY YOUR LOAN" section of this agreement with respect to the revolving portion of your outstanding balance. You may repay the amount in whole or in part, but any prepayment will not excuse any later scheduled Fixed Rate Option payment until it is paid in full.

Method. You can establish a Fixed Rate Option by contacting us. A full disclosure of all terms will be provided to you at the time the Fixed Rate Option is established.

HOW FINANCE CHARGES ARE COMPUTED: To calculate the actual daily balance, take the loan account balance at the beginning of the day and subtract any accrued but unpaid finance charges and insurance premiums (if any). Next, add all new loans posted to the account that day and subtract the portion of any payments or credits received that day which apply to the repayment of the loans.

The average daily balance is determined by taking the sum of all the actual daily balances divided by the number of days in the billing cycle.

Finance charges will begin to accrue immediately when a loan is advanced. To calculate the finance charge for a billing cycle, apply the daily periodic rate of finance charge to the average daily balance of the loan account times the number of days in the billing cycle.

If the daily periodic rate varies during the billing cycle, the finance charge will be calculated by applying each daily periodic rate of finance charge to the average daily balance of the loan account times the number of days the rate was in effect. The sum of these products is the finance charge.

INITIAL RATE: The initial daily periodic rate of **FINANCE CHARGE** is .01301 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 4.75000 %. The annual percentage rate includes interest and not other costs.

Disclosures: The disclosures of initial daily periodic rate of **FINANCE CHARGE** and **ANNUAL PERCENTAGE RATE** in the previous paragraph, and in the next paragraph (if it is checked and completed) are based on rates and conditions as of 3/03/2009.

☐ The **INITIAL RATE** above will remain fixed until _____. Beginning on that day, the daily rate and the corresponding annual percentage rate will be the sum of the index and margin, and can change as provided below in the paragraph titled **VARIABLE RATE**. After that day the rates will be subject to further adjustments and limitations, and produce the effects described below.

This initial rate represents a discount from the rate that will apply. If this discount were not in effect, then the daily periodic rate of

FINANCE CHARGE would have been _____ %, which would correspond to an **ANNUAL PERCENTAGE RATE** of _____ %.

VARIABLE RATE: The annual percentage rate may change, and will be 1.500 ABOVE _____ (This amount is known as the "margin.") the following "base rate": the highest rate on corporate loans at large U.S. money center commercial banks that The Wall Street Journal publishes as the Prime Rate.

If this base rate increases (after any fixed initial rate period, if so provided), the annual percentage rate will increase. An increase will take effect on the day the base rate changes. An increase in the base rate, and an increase in the rate caused by the loss of a preferential rate (such as that made to a customer who arranges for electronic payments) will result in an increase in the finance charge and may have the effect of increasing your minimum monthly payment amount (depending on the payment option you chose and the amount of the increase). A decrease in the base rate will have the opposite effect on your required minimum monthly payment.

The annual percentage rate will not increase more often than once a day. A decrease will have the opposite effect of an increase disclosed above.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 25%. The annual percentage rate will also never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 3.99 %.

☐ **TERMS:** If checked, terms provided reflect an adjustment to the lowest annual percentage rate available for this loan product. This adjustment reflects a higher rate of interest or finance charge due to information contained in a consumer credit report. We obtained this report from, and you may obtain a free copy of it by contacting:

REPORTS TO CREDIT BUREAUS: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

HOW YOU REPAY YOUR LOANS - DRAW PERIOD: In addition to the payment due under your fixed rate option, if any, on or before your payment date during the Draw Period, you agree to make a minimum payment. The minimum payment is:

- (a) ☒ the accrued finance charges and credit insurance premiums (if any) on the last day of the billing cycle.
- (b) ☐ 1% of your account's principal outstanding balance and credit insurance premiums (if any) on the last day of the billing cycle, or \$50.00, or the accrued finance charges and credit insurance premiums (if any), whichever is greater.
- (c) ☐ 2% of your account's principal outstanding balance and credit insurance premiums (if any) on the last day of the billing cycle, or \$50.00, or the accrued finance charges and credit insurance premiums (if any), whichever is greater.

If the interest accrued and credit insurance premiums (if any) on the last day of the billing cycle is greater than your selected payment, you will be billed (or have automatically withdrawn) the greater amount.

All payments due under this agreement will have the same due date.

PRINCIPAL REDUCTION: Under option (a) above, during the Draw Period the minimum payment on the revolving portion of the loan will not reduce the principal outstanding on your line. Under both options (b) and (c), during the Draw Period the minimum payment may not fully repay the principal that is outstanding on your line.

HOW YOU REPAY YOUR LOANS - REPAYMENT PERIOD: In addition to the payment due under your fixed rate option, if any, on or before each payment date during the repayment period, you agree to make a minimum payment to reduce your debt. The minimum payment amount is the greater of \$100.00, or the amount of the accrued finance charges plus 0.83333% of the principal loan balance on the last day of the Draw Period.

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will be applied first to credit insurance premiums that are due (if any), then to any finance charges that are due, then to principal, and finally to any other charges that you owe. If the minimum payment amount is not met, the payment will be applied equally to any principal owed on the locked loan(s) and to the Line of Credit.

FINAL PAYMENT: At the end of the repayment period listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

NEGATIVE AMORTIZATION: In the event that the minimum payment (described in this agreement) does not equal or exceed the amount of any credit insurance premiums and accrued finance charges, the unpaid portion will be carried over to subsequent billing periods and payments made for those periods will first be applied to the carryover amount, then to the current billing cycle fees, charges and principal. This is called negative amortization. Negative amortization will increase the amount you owe us and reduce the equity in your home.

AUTOMATIC WITHDRAWAL: You authorize us to automatically withdraw your payment from your Transaction Account on each payment date. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero. If you choose automatic payments, the payments may end because there is not enough money in the deposit account to cover the minimum payment. They may also end if the account is closed, or if you cancel the automatic payments.

You ☐ do ☒ do not want Automatic Withdrawal.

Account number for automatic payment:

X _____
Signature

X _____
Signature

FIVE STAR PERSONAL BANKING PACKAGE PREFERRED RATE: A preferred interest rate and annual percentage rate is available if you have a Five Star Personal Banking Package with a U.S. Bank checking account. If you terminate all or part of the package, or no longer qualify for the package, your interest rate and annual percentage rate will be increased within 30 days if eligibility is not restored. This increase will be in the amount of 0.25% if you close the U.S. Bank Checking account and 0.25% if you terminate the U.S. Bank Five Star Package. (Your "margin" that is, the amount added to the base rate to get to your interest rate, will be increased by this amount if you lose this preference).

SECURITY: We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument) in the following property, described by item or type:

4254 ROLLINGSTONE DR

LAS VEGAS, NV 89103

Collateral securing other loans you may have with us may also secure this loan.

Property Insurance is required. You may buy property insurance from anyone you want who is acceptable to us. You are not required to purchase insurance from us (the Bank), or any affiliated insurance agency. Insurance is available through other agents and your choice of insurance provider will not affect our (the Bank's) credit decision or any credit terms in any way.

ASSUMPTION: Someone buying your house cannot assume the remainder of the mortgage on the original terms.

CREDIT INSURANCE: Credit life, credit accident and sickness (disability) insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). Your signature(s) below means you want the coverage(s) signed for, and ONLY those coverage(s). The rates (per \$100) listed below are applied to the outstanding balance of your credit line plus any outstanding locked balance to determine the premium you owe for one billing cycle.

CREDIT LIFE:

☐ **Single:** Premium: \$ _____ Birthdate _____

Insured: _____

☒ _____ Date _____

☐ **Joint:** Premium: \$ _____ Birthdate _____

1st Insured: _____

☒ _____ Date _____

2nd Insured: _____ Birthdate _____

☒ _____ Date _____

CREDIT DISABILITY:

☐ **Single:** Premium: \$ _____ Birthdate _____

Insured: _____

☒ _____ Date _____

NONE: YOU do NOT desire credit insurance of any kind on this account.
(All borrowers/debtors sign below)

X Benny Redwood Date 3/3/09

X _____ Date _____

SECURITY INTEREST IN DEPOSIT ACCOUNTS AT U.S. BANK, N.A.

Governing law: For purposes of this security interest, we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph. (Technically speaking, we are agreeing that North Dakota is your jurisdiction, as provided in N.D. Stat. § 41-9-24.)

Grant: You grant to us a security interest in any and all deposit accounts (demand, time, savings, passbook, and specifically including but not limited to any certificated time accounts) you currently have or hereafter create with U.S. Bank, N.A. (our affiliate).

Exception: This grant does not apply to accounts that constitute a part of any qualified retirement plan (such as an Individual Retirement Account), any retail repurchase agreement, or any account where your only right is clearly and solely in a representative capacity.

Secures: This security interest secures the payment of this debt and any other debt you may owe us, now or hereafter.

Usage: You give us the right to direct the U.S. Bank, N.A. to restrict or prohibit further withdrawals from your accounts, and to comply with our instructions directing disposition of funds in your accounts, including but not limited to, the right to apply such funds toward payment of the secured debts. While we have the right to do this at any time, and without notice, it is our present intention to exercise these rights only in the event of your default on this or any other secured obligation, and to provide notice to you.

U.S. Bank, N.A. agrees to comply with our instructions for disposition of funds in your accounts without first obtaining your consent (other than the consent contained and expressed in this agreement). You understand that U.S. Bank, N.A. is our affiliate.

Setoff: You also acknowledge that U.S. Bank, N.A. has a right of setoff in the event you owe money to U.S. Bank, N.A. This right of setoff, in the event of a conflict with the security interest granted here, will be subordinate to this security interest.

Priority: The residence that secures this loan is the primary security. The security interest granted herein (in deposit accounts) will be resorted to only in the event of a deficiency in the equity of the residence.

CHARGES OTHER THAN YOUR PERIODIC FINANCE CHARGES ("OTHER CHARGES"): You agree to pay the following additional charges:

♦ **Annual Fee:** A non-refundable annual fee of \$ 90.00.

For plans with an annual fee, we waive this fee for the first year of a plan and we charge the fee to the account on the first anniversary of the plan and each year thereafter, including the repayment period.

♦ **Prepayment Penalty:** A prepayment penalty of 1% of the Line of Credit (with a minimum of \$250 and a maximum of \$500) if you prepay in full and close this Line of Credit within 3 years from today's date.

♦ **Cash Advance Fee:** 2% of each cash advance using a VISA Gold Card issued on this account. The minimum fee for each advance is \$1.50. The maximum is \$10.00.

♦ **Late Charge:** If any payment is not made within 5 days after its due date, you agree to pay a late payment fee of \$29.00.

♦ **Stop Payment:** If you issue a stop payment order on any check written against the Account, you will pay us a fee of \$25.00.

♦ **Returned Payment:** If you pay us with a check or an ACH payment which is returned to us unpaid by the payor, you agree to pay us a returned check fee of \$25.00.

♦ **Overline Fee:** If you borrow an amount against the Account in excess of your Line of Credit, you agree to pay us an Overline fee of \$25.00. This fee will apply each day we pay an advance and you are over your credit line at the end of that day.

♦ **Returned Advance Request:** If we return any checks that would, if paid, cause you to exceed your Line of Credit, you agree to pay us a Returned Advance Request fee of \$25.00 per check.

Points \$ _____

Origination Fee \$ _____

Appraisal \$ _____

Official Fees \$ _____

Title Insurance \$ _____

Title Search \$ _____

Flood Zone Search \$ _____

Broker Fee \$ _____

Document Preparation Fee \$ _____

Title Service Fee \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

COSTS OF COLLECTION: You agree to pay the costs we incur to collect this debt and realize on any collateral in the event of your default.

In the event of your bankruptcy, and without regard to your state of residence, these costs will include your reasonable attorney's fees for an attorney who is not our salaried employee in the bankruptcy proceedings.

The following additional fees and issues will depend on whether we have to collect this loan in a listed state:

In **Alabama** if the unpaid balance is more than \$300, these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) if it is necessary to bring suit, up to 15% of the amount due and payable under this note.

In **Arizona, California, Illinois, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nevada, New Mexico, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Virginia, and Washington** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee).

In **Arkansas** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 10% of the amount of principal and accrued interest.

In **Colorado, North Carolina, and South Carolina** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 15% of the unpaid debt after default.

In **Delaware**, these costs will include costs of alternative dispute resolution, or other collection costs actually incurred by us should you be in default, including reasonable attorney's fees when the attorney is not a regularly salaried employee of ours, and including fees and charges of collection agencies.

In **Florida** these costs will include reasonable attorney's fees that we incur in legal proceedings to collect or enforce this debt should you be in default.

In **Georgia**, these costs include attorney's fees of 15% of the principal and interest then owed. You waive and renounce any exemption you may be entitled to under Georgia law as to any property that secures this debt. You assign any such exemption to us.

In **Idaho** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee). This provision for attorney's fees does not apply if this loan is a consumer loan with a principal amount of \$1,000.00 or less.

In **Indiana**, these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee); and in any collection efforts, you waive any relief you might be entitled to from evaluation and appraisal.

In **Iowa**, if the credit limit is greater than \$25,000 then these costs include our reasonable attorney's fees to collect this note, including such fees on appeal.

In **Louisiana**, these costs include our reasonable attorney's fees not to exceed 25% of the unpaid debt after default and referral to an attorney for collection.

In **Maine, Nebraska, North Dakota, Ohio and West Virginia** these costs will not include attorney's fees.

In **Kansas** these costs will include our reasonable attorney's fees or collection agency fees, up to 15% of the unpaid amount due and payable under this note. We are entitled to the collection of attorneys' fees or collection agency fees, but not both. This provision is applicable only if collection is handled by someone other than a salaried employee of ours.

In **Missouri** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) if it is necessary to bring suit up to 15% of the amount due and payable under this note.

In **New Hampshire**, this includes our reasonable attorneys' fees. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action we bring, the court may reduce the amount of attorneys' fees that we may recover from you. If you prevail in an action or defense against us, you may recover the amount of your reasonable attorney's fees.

In **Oklahoma** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 15% of the unpaid debt after default; this provision for attorney's fee does not apply to certain supervised loans as provided in Okla. Statutes 14A § 3-514.

In no state or event do we intend to claim or collect attorney's fees in circumstances when we are not entitled to do so.

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- * If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- * We may make changes that you have agreed to in writing.
- * We may make changes that unequivocally benefit you.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

DEFAULT: You will be in default on this agreement if any of the following occur:

- (1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity Line of Credit (except in Iowa, Missouri, and Kansas, though such fraud may cause or contribute to a default under paragraph 3 of this section);
- (2) Subject to any right to cure you may have, if any, you do not meet the repayment terms or otherwise fail to perform any obligation under this Agreement or any other agreement you have with us (In Iowa, this means, as to payments, failure to make a payment within 10 days of when it is due.);
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral, including but not limited to: (a) failure to maintain required insurance on the dwelling; (b) your transfer of the property; (c) failure to maintain the property or use of it in a destructive manner; (d) commission of waste; (e) failure to pay taxes on the property or otherwise fail to act and thereby cause a lien to be filed against the property that is senior to our lien; (f) death; (g) the property is taken through eminent domain; (h) a judgment is filed against you and subjects you and the property to action that adversely affects our interest; or (i) a prior lien holder forecloses on the property and as a result, our interest is adversely affected.
- (4) You become an Executive Officer of Bank or a related company.

COLLATERAL PROTECTION INSURANCE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance of obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

CASH ADVANCES: Cash advances may be obtained with your VISA® CARD at most FastBANK®, PLUS® SYSTEM, and UBANK® automated teller (ATM) locations. ATM transactions for your card are limited to \$1,000.00 per day. Cash advances are also limited by your Credit limit. Each ATM has a minimum withdrawal amount. Cash advances from a teller must be at least \$50.00. See the "EXPANDED ACCOUNT ACCESS" section about other cash advances.

LIMITS ON LIABILITY FOR VISA® CARD: Unless you have been grossly negligent or engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card.

REMEDIES: The exercise of our remedies is subject to (a) any cure, reinstatement and redemption rights you may have; and (b) any notice of such rights to which you are entitled, as provided by state law. We will provide these rights, and notice of them, as required.

We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance.

In the event that we terminate your account, we will send you notice of our decision at the address listed on the front of this agreement. (You should inform us of any change in your address.)

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT: We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity Line of Credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;

- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement);
- (7) A regulatory agency has notified us that continued advances would constitute an unsafe business practice; or
- (8) After a payment has been made, we reserve the right to withhold available advances in the amount of the principal portion of the payment up to 7 business days from the date we receive the payment. Any credit available before the payment is received will continue to be available for advances during this time.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

JOINT ACCOUNTS: If this is a joint account, each of you will be jointly and severally liable for all amounts due under the account. Upon request by either party to the Account or upon receipt of inconsistent instructions, we may, at our option and without notice to the other party, follow the instructions of either party, honor any Check, refuse to pay any Check, or refuse any other request with respect to the Account.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- ♦ Your name and account number.
- ♦ The dollar amount of the suspected error.
- ♦ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We

must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

EXPANDED ACCOUNT ACCESS

This is to advise you that, with U.S. Bank, N.A. and its affiliates:

- ♦ Any card or PIN issued to or selected by you under this agreement will access multiple checking, savings, Line of Credit and credit card account(s) in your name at Bank or any of its affiliates; and
- ♦ Your Account under this agreement may be accessed by any card(s) or PIN(s) that you have selected or that has been issued to you or may in the future be selected by you or issued to you by Bank or any of its affiliates.

"Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for multiple account access. The fees and terms disclosed for each account apply. You understand that at UBank ATMs this multiple account access may be available for up to five checking, five savings, and five Line of Credit or credit card accounts. At other ATMs and with other methods of access, other limitations may apply.

You can, if you wish change this access and restrict the accounts that may be accessed by your card code or pin number.

ARBITRATION: You agree that if a dispute of any kind arises out of this agreement, either you or we can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The Arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read this entire Arbitration Provision carefully before accepting the terms of this agreement. Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) the credit or services offered or provided to you, (b) the actions of you, us or third parties or (c) the validity of this arbitration provision (individually and collectively, a "Claim") must, after an election by you or us, be resolved by binding arbitration in accordance with this arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed (or, in the event this arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by calling the AAA at 800-778-7879. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. This Arbitration Provision shall survive repayment of your extension of credit and termination of this account. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* If any provision of this Section is ruled invalid or unenforceable, this Section shall be rendered null and void in its entirety.

To Residents of Missouri specifically, and residents of other states generally.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES: By signing below, you understand we are a national banking association located in North Dakota and the interest rate and related charges are pursuant to the law of North Dakota and federal law. The law of the state where you are located and of the state where the property is located may apply to other issues. In addition, you agree to the terms on all pages of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature George Richards

Signature _____

By _____

AUTHENTICATION BY U.S. BANK, N.A.:

U.S. Bank, N.A. affiliate of and agent for the lender on this loan, acknowledges and agrees to the control agreement contained in the Security Interest in deposit accounts, and the subordination of its right of setoff to this security interest if and to the extent of a conflict. This is intended as an authentication.

U.S. BANK, N.A.

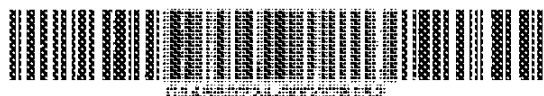
EXHIBIT 4

EXHIBIT 4

18

20090326-0003747

Prepared By:
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202



Return To (name and address):
US Recordings
2925 Country Drive STE 201
St. Paul, MN 55117

Assessor's Parcel Number: 163-24-111-021,EN

Fee: \$21.00
N/C Fee: \$25.00

03/26/2009 15:35:04

T20090104864

Requestor:
US RECORDINGS INC

Debbie Conway STN
Clark County Recorder Pgs: 8

State of Nevada Space Above This Line For Recording Data

75536829-NBC
312628

DEED OF TRUST
(With Future Advance Clause)

☐ Master Mortgage

Recorded By

By

By
(Signature) (Date)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is ...03/03/2009...

..... The parties and their addresses are:

GRANTOR:

GEORGE R. EDWARDS, UNMARRIED

163-24-111-021,ENTIRE PROPERTY

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors,
their signatures and acknowledgments.

TRUSTEE:

U.S. Bank Trust Company, National Association,
a national banking association organized under the laws of the United States
111 SW Fifth Avenue
Portland, OR 97204

LENDER:

U.S. Bank National Association ND,
a national banking association organized under the laws of the United States
4325 17th Avenue SW
Fargo, ND 58103

NEVADA - HOME EQUITY LINE OF CREDIT DEED OF TRUST

(NOT FOR FNMA, FHLMC, FHA OR VA USE)

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Form USBTCP-DT-NV 9/7/2006

(page 1 of 7)

me

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined on page 2) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property *(if property description is in metes and bounds the name and mailing address of the person who prepared the legal description must be included)* :
See attached Exhibit "A"

The property is located in ..CLARK COUNTY..... at
(County)
..4254.ROLLINGSTONE DR ..LAS VEGAS....., Nevada ..89103-3407...
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$..50,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*
Borrower(s): GEORGE R. EDWARDS
Principal/Maximum Line Amount: 50,000.00
Maturity Date: 03/02/2034
Note Date: 03/03/2009
- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. **Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive.** All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

(page 2 of 7)

- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in Grantor's principal dwelling that is created by this Security Instrument.

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any

(page 3 of 7)

award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Grantor will be in default if any of the following occur:
Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.
Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.
Property. Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following:
(a) Grantor fails to maintain required insurance on the Property; (b) Grantor transfers the Property; (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Grantor dies; (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

(page 4 of 7)

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale, including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law.

Upon the sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges, and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

(page 5 of 7)



Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
17. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisalment and homestead exemption rights relating to the Property.
18. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

(page 6 of 7)

me

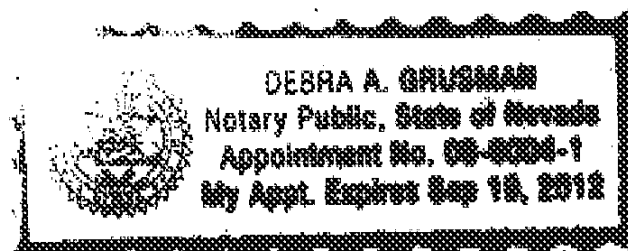
19. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
20. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
[Check all applicable boxes]
☐ Assignment of Leases and Rents ☐ Other
21. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

George R. Edwards 3/3/09
(Signature) GEORGE R. EDWARDS (Date) (Signature) (Date)

ACKNOWLEDGMENT: Nevada COUNTY OF Clark
STATE OF Nevada This instrument was acknowledged before me this 3rd day of March, 2009
(Individual) by GEORGE R. EDWARDS, UNMARRIED

My commission expires: Sept. 19, 2012
Debra A. Grusman
(Notary Public)
Customer Service Manager
(Title and Rank)



DEBRA A. CRUZMAN
Notary Public, State of Kansas
Appointment No. 00-0004-1
My Appl. Expires Sep 18, 2015

EXHIBIT "A" LEGAL DESCRIPTION

Account #: 14560224
Order Date : 02/27/2009
Reference : 20090581626510
Name : GEORGE R. EDWARDS
Deed Ref : 20020712928

Index #:

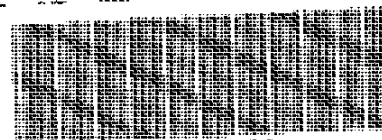
Parcel #: 163-24-111-021

SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK:

LOT NINETEEN (19) OF GLENVIEW WEST TOWNHOME, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 20020712928, OF THE CLARK COUNTY, NEVADA RECORDS.



20090581626510

6612 3/19/2009 75536829/1

EXHIBIT 5

EXHIBIT 5

Inst #: 201009170001706

Fees: \$0.00

N/C Fee: \$0.00

09/17/2010 12:08:25 PM

Receipt #: 506044

Requestor:

REPUBLIC SERVICES

Recorded By: WONGC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-24-111-021

Account # 620-2221308

NOTICE IS HEREBY GIVEN that:

REPUBLIC SERVICES

hereby claims a lien pursuant to:

NEVADA REVISED STATUTES

CHAPTER 444.520

in the amount of \$159.73, on and against the real property
of: ~~EDWARDS~~ GEORGE R TRUST

said property being legally described as follows:

GLENVIEW WEST TWNHS

PLAT BOOK 30 PAGE 65

LOT 19

and commonly known as: 4254 ROLLINGSTONE DR, LAS VEGAS NV 89103-3407 *NY*
Clark County, Las Vegas, Nevada 891033407The lien claimed against the interest of: EDWARDS GEORGE R TRUST as owner of the
above-described property is for solid waste collection, charges, fees and penalties charged by:
REPUBLIC SERVICES

as contractor of CLARK COUNTY for the period from 1/22/2010 to 9/30/2010

That the record owner of the property was given written notice of delinquency at his last address shown by the
records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record
owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA)

CAROLYN PAIGE, being first duly sworn according to law, deposes and says:

) ss: That she is the Representative of the Lien claimant herein; and that she has read the
COUNTY OF CLARK) above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the
statement and averments of facts therein contained are true and of her own knowledge
and belief, except as to those statements made upon information and belief, and as to those
she believes them to be true.SUBSCRIBED and SWORN to before me
this 20th day of August, 2010*Heather Murra*
Notary PublicBy: *Carolyn Paige*

Carolyn Paige

Representative of the Lien Claimant

Republic Silver State Disposal, Inc., DBA Republic Services

HEATHER MURRA
Notary Public State of Nevada
No. 09-9756-1
My appt exp. Apr. 15, 2013WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508

**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-24-111-021
Account # 620-2221308

NOTICE IS HEREBY GIVEN that: Clark County on behalf of
or in the name of lien claimant Republic Silver State Disposal, Inc.,
DBA Republic Services hereby claims a lien pursuant to:

NEVADA REVISED STATUTES
CHAPTER 444.320

in the amount of \$85.14 , on and against the real property
of: EDWARDS GEORGE R TRUST

said property being legally described as follows:
GLENVIEW WEST TWNHS
PLAT BOOK 30 PAGE 65
LOT 19

and commonly known as: 4254 ROLLINGSTONE DR, LAS VEGAS NV 89103-3407 *W*
Clark County, Las Vegas, Nevada 891033407

The lien claimed against the interest of: EDWARDS GEORGE R TRUST as owner of the
above-described property is for solid waste collection, charges, fees and penalties charged by:
REPUBLIC SERVICES

as contractor of CLARK COUNTY for the period from 10/01/2010 to 3/31/2011

That the record owner of the property was given written notice of delinquency at his last address shown by the
records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record
owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA) CAROLYN PAIGE, being first duly sworn according to law, deposes and says:
) ss: That she is the Representative of the Lien claimant herein; and that she has read the
COUNTY OF CLARK) above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the
statement and averments of facts therein contained are true and of her own knowledge
and belief, except as to those statements made upon information and belief, and as to those
she believes them to be true.

SUBSCRIBED and SWORN to before me
this 1st day of April, 2011

[Signature]
Notary Public

By: *[Signature]*
Carolyn Paige
Representative of the Lien Claimant
Republic Silver State Disposal, Inc., DBA Republic Services



• WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508

Inst #: 201112190000447

Fee: \$17.00

N/C Fee: \$0.00

12/19/2011 09:23:15 AM

Receipt #: 1011001

Requestor:

REPUBLIC SERVICES

Recorded By: GDE Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

**NOTICE OF CLAIM OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 163-24-111-021

Account # 620-2221308

NOTICE IS HEREBY GIVEN that:
Republic Silver State Disposal, Inc.,
DBA Republic Services hereby claims a lien pursuant to:
NEVADA REVISED STATUTES
CHAPTER 444.520

in the amount of \$128.61 , on and against the real property
of: EDWARDS GEORGE R TRUST

said property being legally described as follows:
GLENVIEW WEST TWNHS
PLAT BOOK 30 PAGE 65
LOT 19

and commonly known as: 4254 ROLLINGSTONE DR, LAS VEGAS NV 89103-3407
Clark County, Las Vegas, Nevada 891033407

The lien claimed against the interest of: EDWARDS GEORGE R TRUST as owner of the
above-described property is for solid waste collection, charges, fees and penalties charged by:
REPUBLIC SERVICES

as contractor of CLARK COUNTY for the period from 4/01/2011 to 12/31/2011

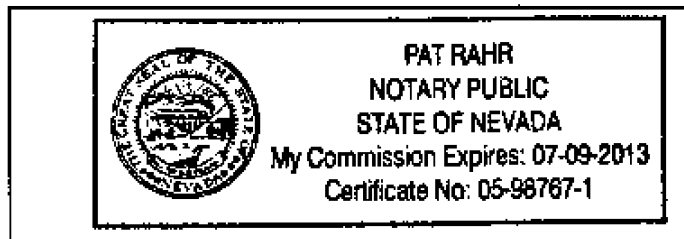
That the record owner of the property was given written notice of delinquency at his last address shown by the
records of the County Assessor and that after the expiration of fifteen (15) days of said notice, the said record
owner has failed and neglected to pay the amount of the charges, fees and penalties due as aforesaid.

STATE OF NEVADA) CAROLYN PAIGE, being first duly sworn according to law, deposes and says:
) ss: That she is the Representative of the Lien claimant herein; and that she has read the
COUNTY OF CLARK) above and foregoing Notice of Claim of Lien and knows the contents thereof, and that the
 statement and averments of facts therein contained are true and of her own knowledge
 and belief, except as to those statements made upon information and belief, and as to those
 she believes them to be true.

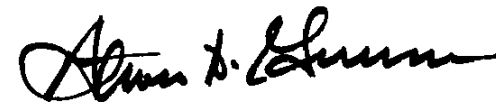
SUBSCRIBED and SWORN to before me
this 24th day of November, 2011


Notary Public

By: 
Carolyn Paige
Representative of the Lien Claimant
Republic Silver State Disposal, Inc., DBA Republic Services



WHEN RECORDED, RETURN TO:
REPUBLIC SERVICES
P.O. BOX 98508
LAS VEGAS, NEVADA 89193-8508



CLERK OF THE COURT

1 **AMEN**

2 **LAW OFFICES OF LES ZIEVE**

3 Grace M. Kim, Esq. (NV Bar 9268)

4 Benjamin D. Petiprin, Esq. (NV Bar 11681)

5 3753 Howard Hughes Parkway, Suite 200

6 Las Vegas, Nevada 89169

7 Tel: (702) 948-8565

8 Fax: (702) 446-9898

9 Attorneys for plaintiff U.S. Bank National Association, ND

10 **DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 **U.S. BANK NATIONAL ASSOCIATION**
13 **ND, a national association,**

14 **Plaintiff,**

15 **vs.**

16 **GEORGE R. EDWARDS, an individual;**
17 **LAURA B. FITZPATRICK, tax receiver**
18 **and treasurer of the COUNTY OF CLARK,**
19 **STATE OF NEVADA; REPUBLIC**
20 **SILVER STATE DISPOSAL, INC. dba**
21 **REPUBLIC SERVICES, a Nevada**
22 **corporation; ANY AND ALL PERSONS**
23 **UNKNOWN, CLAIMING TO BE**
24 **PERSONAL REPRESENTATIVES OF**
25 **GEORGE R. EDWARDS ESTATE, OR**
26 **DULY APPOINTED, QUALIFIED, AND**
27 **ACTING EXECUTOR OF THE WILL OF**
28 **THE ESTATE OF GEORGE R.**
EDWARDS; DOES 2 through 10, inclusive,
and ROES 1 through 10, inclusive.

Defendants.

CASE NO.: A-12-667690-C

DEPT. NO.: XVIII

AMENDMENT TO COMPLAINT

///

///

1 Upon the filing of the Complaint, plaintiff U.S. Bank National Association, ND
2 (“Plaintiff”), being ignorant of the true name of the defendant and having designated the
3 defendant in the Complaint by the fictitious name of Doe 1, and having discovered the true
4 name of the defendant Doe 1 to be **any and all persons unknown, claiming to be personal**
5 **representatives of George R. Edwards’ estate, or duly appointed, qualified, and acting**
6 **executor of the will of the estate of George R. Edwards,** amends the Complaint by
7 substituting the true name for the fictitious name wherever it appears in the Complaint.
8

9 DATED: November 16, 2012

LAW OFFICES OF LES ZIEVE

11 By: /s/ Benjamin D. Petiprin
12 Grace M. Kim, Esq.
13 Benjamin D. Petiprin, Esq.
14 Attorneys for Plaintiff
U.S. Bank National Association, ND
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CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not a party to nor interested in the within matter; that on the 16th day of November 2012, service of the **AMENDMENT TO COMPLAINT** was made:

() by serving the following parties electronically through CM/ECF as set forth below;

() by faxing a copy to the numbers below;

(X) by depositing a copy in the United States Mail postage prepaid to the parties listed below:

Maria Toto, Esq.
Fennemore Craig Jones Vargas
Suite 1400 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101
*Attorney for Defendant Republic Silver State
Disposal, Inc. dba Republic Services*

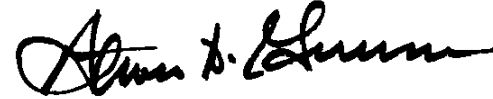
George R. Edwards
4254 Rollingstone Drive
Las Vegas, NV 89103
Defendant

Glenview West Townhomes association
c/o Leach Johnson Song & Gruchow
5495 S. Rainbow Blvd. Suite 202
Las Vegas, NV 89103
Defendant

George R. Edwards Trust
c/o Robert Hazell
14983 Mammoth Place
Fontana, CA 92336
Defendant

/s/ Michele Dapello

Michele Dapello, an employee of
Law Offices of Les Zieve



CLERK OF THE COURT

1 AMEN

2 LAW OFFICES OF LES ZIEVE

3 Benjamin D. Petiprin, Esq. (NV Bar 11681)

4 3753 Howard Hughes Parkway, Suite 200

5 Las Vegas, Nevada 89169

6 Tel: (702) 948-8565

7 Fax: (702) 446-9898

8 Attorneys for plaintiff U.S. Bank National Association, ND

9 **EIGHTH JUDICIAL DISTRICT COURT**

10 **CLARK COUNTY, NEVADA**

11 U.S. BANK NATIONAL ASSOCIATION
12 ND, a national association,

13 Plaintiff,

14 vs.

15 GEORGE R. EDWARDS, an individual;
16 ANY AND ALL PERSONS UNKNOWN,
17 CLAIMING TO BE PERSONAL
18 REPRESENTATIVES OF GEORGE R.
19 EDWARDS ESTATE, OR DULY
20 APPOINTED, QUALIFIED, AND
21 ACTING EXECUTOR OF THE WILL OF
22 THE ESTATE OF GEORGE R.
23 EDWARDS; RESOURCES GROUP, LLC,
24 a Nevada limited-liability company;
25 GLENVIEW WEST TOWNHOMES
26 ASSOCIATION, a Nevada non-profit
27 corporation; DOES 4 through 10, inclusive,
28 and ROES 1 through 10, inclusive.

Defendants.

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

**SECOND AMENDMENT TO
COMPLAINT**

Upon the filing of the Complaint, plaintiff The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates Series 2006-18 ("Plaintiff"), being ignorant of the true name of the defendant and having designated the defendant in the Complaint by the fictitious name of Doe 2, and having

1 discovered the true name of the defendant Doe 2 to be **Resources Group, LLC**, amends the
2 Complaint by substituting the true name for the fictitious name wherever it appears in the
3 Complaint.

4 Plaintiff is informed and believes that **Resources Group, LLC** is a Nevada limited
5 liability company and has an interest in the Subject Property or some part of it by reason of a
6 Grant, Bargain, Sale Deed, which interest is subsequent to and subject to that of Plaintiff. On
7 May 29, 2012, **Resources Group, LLC** caused to record that certain Grant, Bargain, Sale
8 Deed ("Grant Deed") in book number 20120529 as instrument number 0002144 of the Official
9 Records. A true and correct copy of the Grant Deed is attached hereto as **Exhibit "1"**.

10 Upon filing the Complaint, Plaintiff, being ignorant of the true name of the defendant
11 and having designated the defendant in the Complaint by the fictitious name of Doe 3, and
12 having discovered the true name of the defendant Doe 3 to be **Glenview West Townhomes**
13 **Association**, amends the Complaint by substituting the true name for the fictitious name
14 wherever it appears in the Complaint.

15 Plaintiff is informed and believes that **Glenview West Townhomes Association** is a
16 Nevada non-profit corporation and has interest in the subject property or some part of it by
17 reason of a Notice of Delinquent Assessment Lien, which interest is subsequent to and subject
18 to that of Plaintiff. On September 11, 2012, **Glenview West Townhomes Association** caused
19 to record that certain Notice of Delinquent Assessment (Lien) ("Assessment Lien") in book
20 number 20120911 as instrument number 0002025 of the Official Records. A true and correct
21 copy of the Assessment Lien is attached hereto as **Exhibit "2"**.

22
23
24 DATED: April 11, 2013

LAW OFFICES OF LES ZIEVE

25
26 By: /s/ Benjamin D. Petiprin
27 Benjamin D. Petiprin, Esq.
28 Attorneys for Plaintiff
U.S. Bank National Association, ND

EXHIBIT 1

EXHIBIT 1

Inst #: 201205290002144

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

05/29/2012 02:44:44 PM

Receipt #: 1178391

Requestor:

RESOURCE GROUP LLC

Recorded By: SCA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 163-24-111-021

RECORDING REQUESTED BY:

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

Bourne Valley Court Trust
900 S. Las Vegas Blvd #810
Las Vegas, NV 89101

RPTT: \$ EXEMPT 7

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Resources Group LLC, a Nevada Limited Liability Company, Trustee of the Rollingstone Drive Trust dated 01/25/2012 who acquired title as Rollingstone Drive Trust

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

Convey to Resources Group LLC, a Nevada Limited Liability Company as Trustee of the Bourne Valley Court Trust dated 05/04/2012

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

PARCEL I:

LOT NINETEEN (19) OF GLENVIEW WEST TOWNHOMES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREA AND PRIVATE STREETS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

SUBJECT TO: 1. Taxes for the fiscal year 2011-2012

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

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

DATED: May 29, 2012

STATE OF NV

COUNTY OF CLARK

I, KRYSTA SITKO, a Notary Public of the
County and State first above written, do hereby
certify that lyad Haddad personally appeared
before me this day and acknowledged the due
execution of the foregoing instrument.

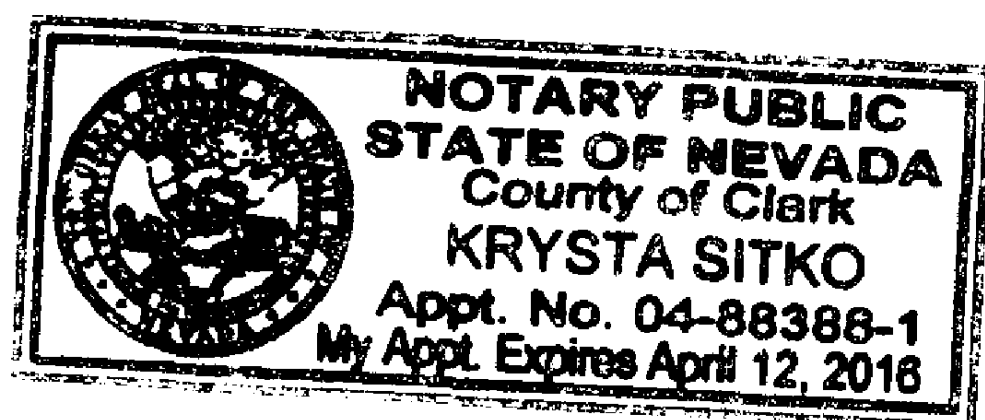
Witness my hand and official seal, this the

29th of May 2012

Notary Public KRYSTA SITKO

My Commission Expires: 4/12/16

(SEAL)



Rollingstone Drive Trust dated 01/25/2012

By: Resources Group LLC, a Nevada Limited
Liability Company

BY: [Signature]
lyad Haddad, Manager

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 163-24-111-021
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

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

Cert of Trust seen

- | | | | |
|-------|--|----|-------|
| 3. a) | Total Value/Sales Price of Property | \$ | _____ |
| b) | Deed in Lieu of Foreclosure Only (value of property) | \$ | _____ |
| c) | Transfer Tax Value: | \$ | _____ |
| d) | Real Property Tax Due | \$ | 0.00 |

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: 7
b) Explain Reason for Exemption: TRUST TO TRUST
WITHOUT CONSIDERATION

5. Partial Interest: Percentage being transferred: 100.00%

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

Signature: _____

Capacity: _____ Grantor

Signature: _____

Capacity: _____ Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(Required)

(Required)

Print Name: Rollingstone Drive Trust dated
01/25/2012

Print Name: Bourne Valley Court Trust

Address: 900 S. Las Vegas Blvd #810

Address: 900 S. Las Vegas Blvd #810

City, State, Zip: Las Vegas, NV 89101

City, State, Zip: Las Vegas, NV 89101

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

Fidelity National Title Agency of Nevada, Inc.

Escrow #: FT13-FT00000442-LC

3100 W Sahara Avenue #115

Las Vegas, NV 89102

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

EXHIBIT 2

EXHIBIT 2

Inst #: 201209110002025
Fees: \$17.00
N/C Fee: \$0.00
09/11/2012 08:05:52 AM
Receipt #: 1302455
Requestor:
ALESSI & KOENIG LLC
Recorded By: DXI Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89147
Phone: (702) 222-4033

A.P.N. 163-24-111-021

Trustee Sale # 31715-4254

NOTICE OF DELINQUENT ASSESSMENT (LIEN)

In accordance with Nevada Revised Statutes and the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the official records of **Clark** County, Nevada, **Glenview West Townhomes Association** has a lien on the following legally described property.

The property against which the lien is imposed is commonly referred to as **4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103** and more particularly legally described as: **GLENVIEW WEST TWNHS LOT 19 Book 30 Page 65** in the County of **Clark**.

The owner(s) of record as reflected on the public record as of today's date is (are): **BOURNE VALLEY COURT TRUST and RESOURCES GROUP L L C TRS**

The mailing address(es) is: **900 S LAS VEGAS BLVD #810, LAS VEGAS, NV 89101**

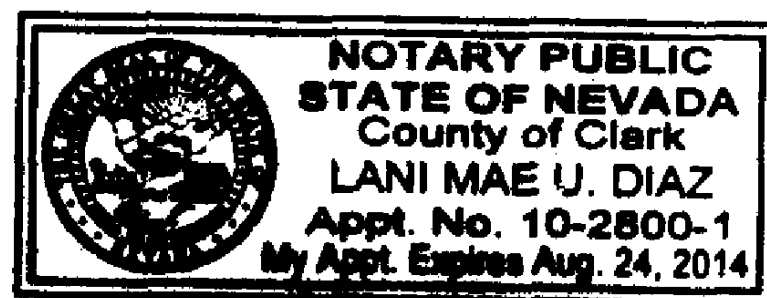
The total amount due through today's date is: **\$1,395.00**. Of this total amount **\$1,320.00** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$75.00** represent collection costs. Note: Additional monies shall accrue under this claim at the rate of the claimant's regular monthly or special assessments, plus permissible late charges, costs of collection and interest, accruing subsequent to the date of this notice.

Date: **August 13, 2012**

By: 
Huong Lam, Esq. of Alessi & Koenig, LLC on behalf of **Glenview West Townhomes Association**

State of Nevada
County of Clark
SUBSCRIBED and SWORN before me August ²³~~13~~, 2012

(Seal)



(Signature)


NOTARY PUBLIC

CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not a party to nor interested in the within matter; that on the 11th day of April 2013, service of the **SECOND AMENDMENT TO COMPLAINT** was made:

() by serving the following parties electronically through CM/ECF as set forth below;

() by faxing a copy to the numbers below;

(X) by depositing a copy in the United States Mail postage prepaid to the parties listed below:

Maria Toto, Esq.
Fennemore Craig Jones Vargas
Suite 1400 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101
*Attorney for Defendant Republic Silver State
Disposal, Inc. dba Republic Services*

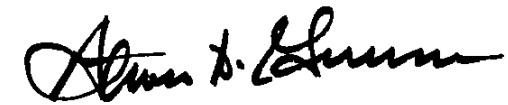
George R. Edwards
4254 Rollingstone Drive
Las Vegas, NV 89103
Defendant

George R. Edwards Trust
c/o Robert Hazell
14983 Mammoth Place
Fontana, CA 92336
Defendant

Laura Fitzpatrick, Tax Reciever and Treasurer
Of Clark County, Nevada
500 S. Grand Cetral parkway
Las Vegas, NV 89155
Defendant

/s/ Michele Dapello

Michele Dapello, an employee of
Law Offices of Les Zieve



CLERK OF THE COURT

APPL
LAW OFFICES OF LES ZIEVE
Benjamin D. Petiprin, Esq. (NV Bar 11681)
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
Tel: (702) 948-8565
Fax: (702) 446-9898

Attorneys for plaintiff U.S. Bank National Association, ND

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION
ND, a national association,

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual;
ANY AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL
REPRESENTATIVES OF GEORGE R.
EDWARDS ESTATE, OR DULY
APPOINTED, QUALIFIED, AND
ACTING EXECUTOR OF THE WILL OF
THE ESTATE OF GEORGE R.
EDWARDS; RESOURCES GROUP, LLC,
a Nevada limited-liability company;
GLENVIEW WEST TOWNHOMES
ASSOCIATION, a Nevada non-profit
corporation; DOES 4 through 10, inclusive,
and ROES 1 through 10, inclusive.

Defendants.

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

**APPLICATION FOR AN ORDER
TO SERVE BY PUBLICATION**

Filed concurrently with:

1. Affidavit of Benjamin D. Petiprin in support of Application for an Order to Serve by Publication

Pursuant to Nevada Rule of Civil Procedure 4(e)(1), plaintiff U.S. Bank National Association, ND, ("Plaintiff") hereby applies for an Order for Service by Publication. This Application is made on the grounds that defendant Resource Group, LLC ("Defendant") after due diligence, cannot be served or found within the State of Nevada. Service by publication is appropriate at this time as Plaintiff has satisfied the due diligence

1 requirement, has established that causes of action exist against, and has established that
2 Defendant is necessary and proper parties to the action.

3 In support of this application, Plaintiff relies on the Affidavit of Benjamin D.
4 Petiprin in support thereof, and all records, papers, and pleadings on file herein.

5

6 DATED: August 7, 2013

LAW OFFICES OF LES ZIEVE

7

8

By: /s/ Benjamin D. Petiprin
Benjamin D. Petiprin, Esq.
Attorneys for Plaintiff
U.S. Bank National Association, ND

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not a party to nor interested in the within matter; that on the 7th day of August 2013, service of the **APPLICATION FOR AN ORDER TO SERVE BY PUBLICATION** was made:

- () by serving the following parties electronically through CM/ECF as set forth below;
- () by faxing a copy to the numbers below;
- (X) by depositing a copy in the United States Mail postage prepaid to the parties listed below:

Maria Toto, Esq.
Fennemore Craig Jones Vargas
Suite 1400 Bank of America Plaza
300 South Fourth Street
Las Vegas, NV 89101
*Attorney for Defendant Republic Silver State
Disposal, Inc. dba Republic Services*

George R. Edwards
4254 Rollingstone Drive
Las Vegas, NV 89103
Defendant

George R. Edwards Trust
c/o Robert Hazell
14983 Mammoth Place
Fontana, CA 92336
Defendant

Laura Fitzpatrick, Tax Reciever and Treasurer
Of Clark County, Nevada
500 S. Grand Cetral parkway
Las Vegas, NV 89155
Defendant

/s/ Michele Dapello
Michele Dapello, an employee of
Law Offices of Les Zieve

RETURN OF SERVICE

State of Nevada

County of Clark

DISTRICT Court

Case Number: A-12-667690-C

Electronically Filed
12/04/2013 01:31:57 PM

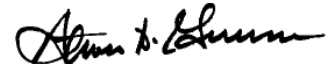
Plaintiff:

U.S. BANK NATIONAL ASSOCIATION ND, A NATIONAL ASSOCIATION

vs.

Defendant:

GEORGE R. EDWARDS, AN INDIVIDUAL; ANY AND ALL PERSONS UNKNOWN, CLAIMING TO BE PERSONAL REPRESENTATIVES OF GEORGE R. EDWARDS ESTATE, OR DULY APPOINTED, QUALIFIED, AND ACTING EXECUTOR OF THE WILL OF THE ESTATE OF GEORGE R. EDWARDS; ET AL.



CLERK OF THE COURT

For:

Les Zieve

LAW OFFICES OF LES ZIEVE

3753 Howard Hughes Parkway, Suite 200

Las Vegas, NV 89169

Received these papers on the 21st day of November, 2013 at 6:47 pm to be served on RESOURCE GROUP, LLC C/O NEVADA SECRETARY OF STATE AS DESIGNATED REGISTERED AGENT PURSUANT TO NRS 14.030, 200 LEWIS AVE. 3RD FLOOR, CLARK COUNTY DISTRICT COURT BULLETIN BOARD, LAS VEGAS, NV 89101.

I, Ted Wright NV # R-000968, do hereby affirm that on the 22nd day of November, 2013 at 1:30 pm, I:

AFFIXED a true copy of the SUMMONS; COMPLAINT; AMENDMENT TO COMPLAINT; SECOND AMENDMENT TO COMPLAINT; AMENDED SUMMONS; SECOND AMENDED SUMMONS; NOTICE OF PENDENCY OF ACTION; AFFIDAVIT OF DUE DILIGENCE with the date and hour of service endorsed thereon by me, at the bulletin board at the address of 200 LEWIS AVE. 3RD FLOOR, CLARK COUNTY DISTRICT COURT BULLETIN BOARD, LAS VEGAS, NV 89101.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct. I do hereby affirm, I am a citizen of the United States, over the age of 18 and not a party to nor interested in the proceedings in this case.


Ted Wright NV # R-000968

Our Job Serial Number: ZAN-2013005811
Ref: 888000335



RETURN OF SERVICE

State of Nevada

County of Clark

DISTRICT Court

Case Number: A-12-667690-C

Electronically Filed
12/04/2013 02:23:42 PM

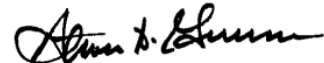
Plaintiff:

U.S. BANK NATIONAL ASSOCIATION ND, A NATIONAL ASSOCIATION

vs.

Defendant:

GEORGE R. EDWARDS, AN INDIVIDUAL; ANY AND ALL PERSONS UNKNOWN, CLAIMING TO BE PERSONAL REPRESENTATIVES OF GEORGE R. EDWARDS ESTATE, OR DULY APPOINTED, QUALIFIED, AND ACTING EXECUTOR OF THE WILL OF THE ESTATE OF GEORGE R. EDWARDS; ET AL.



CLERK OF THE COURT

For:

Les Zieve

LAW OFFICES OF LES ZIEVE

3753 Howard Hughes Parkway, Suite 200

Las Vegas, NV 89169

Received these papers on the 21st day of November, 2013 at 6:47 pm to be served on RESOURCE GROUP, LLC C/O NEVADA SECRETARY OF STATE AS DESIGNATED REGISTERED AGENT PURSUANT TO NRS 14.030, 202 N. CARSON CITY ST., CARSON CITY, NV 89701.

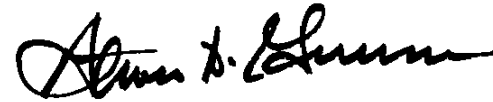
I, Frank Cleveland, do hereby affirm that on the 22nd day of November, 2013 at 11:00 am, I:

served a CORPORATION by delivering a true copy of the SUMMONS; COMPLAINT; AMENDMENT TO COMPLAINT; SECOND AMENDMENT TO COMPLAINT; AMENDED SUMMONS; SECOND AMENDED SUMMONS; NOTICE OF PENDENCY OF ACTION; AFFIDAVIT OF DUE DILIGENCE; LETTER TO SECRETARY OF STATE ON BEHALF OF RESOURCE GROUP, LLC; \$10 CHECK TO SECRETARY OF STATE with the date and hour of service endorsed thereon by me, to: MARY, REFUSED TO GIVE LAST NAME, as AUTHORIZED REPRESENTATIVE for RESOURCE GROUP, LLC, at the address of: 202 N. CARSON CITY ST., CARSON CITY, NV 89701, Individual is a person of suitable age and discretion at the above address, which is the address of the register agent as shown on the current certificate of designation filed with the Secretary of State.

Description of Person Served: Age: 50, Sex: F, Race/Skin Color: CAUCASIAN, Height: 5'6, Weight: 160, Hair: BLONDE, Glasses: Y



APP000052



CLERK OF THE COURT

1 DFLT

2 LAW OFFICES OF LES ZIEVE

3 Benjamin D. Petiprin, Esq. (NV Bar 11681)

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Tel: (702) 948-8565

Fax: (702) 446-9898

Attorneys for plaintiff U.S. Bank National Association, ND

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION ND,
a national association,

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY
AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL
REPRESENTATIVES OF GEORGE R.
EDWARDS ESTATE, OR DULY
APPOINTED, QUALIFIED, AND ACTING
EXECUTOR OF THE WILL OF THE
ESTATE OF GEORGE R. EDWARDS;
RESOURCES GROUP, LLC, a Nevada
limited-liability company; GLENVIEW WEST
TOWNHOMES ASSOCIATION, a Nevada
non-profit corporation; DOES 4 through 10,
inclusive, and ROES 1 through 10, inclusive.

Defendants.

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

DEFAULT

DEFAULT -E-

RECEIVED

JAN 23 2014

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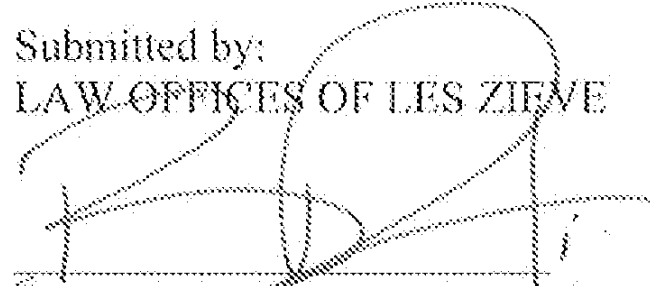
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1 It appearing from the files and records in the above-entitled action that defendant
2 Resources Group, LLC ("Defendant") being duly served with a copy of the Summons,
3 Complaint, Amendment to Complaint, Second Amendment to Complaint, Amended Summons,
4 Second Amended Summons, Notice of Pendency of Action, and Affidavit of Due Diligence on
5 November 22, 2013; that more than twenty (20) days, exclusive of the day of service, having
6 expired since service upon the Defendant; that no answer or other appearance having been filed
7 and no further time having been granted, the default of the above-named Defendant for failing to
8 answer or otherwise plead to plaintiff's complaint is hereby entered.
9

10 STEVEN D. GRIERSON
CLERK OF THE COURT

11 CLERK OF COURT

12 Submitted by:
LAW OFFICES OF LES ZIEVE

13  1-20-14
14 Benjamin D. Petiprin, Esq. Date
15 Attorneys for Plaintiff
U.S. Bank National Association, ND
16
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By: 

Deputy Clerk

Date

ADD 1690
MICHELLE MCCARTHY

JAN 24 2014

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not a party to nor interested in the within matter; that on the 7th day of February 2014 service of the **DEFAULT** was made:

- () by serving the following parties electronically through CM/ECF as set forth below;
- () by faxing a copy to the numbers below;
- (X) by depositing a copy in the United States Mail postage prepaid to the parties listed below:

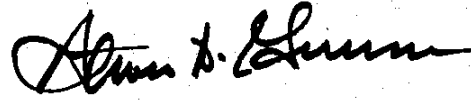
George R. Edwards Trust
c/o Robert Hazell
14983 Mammoth Place
Fontana, CA 92336
Defendant

ANY AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL REPRESENTATIVES
OF GEORGE R. EDWARDS ESTATE,
OR DULY APPOINTED, QUALIFIED,
AND ACTING EXECUTOR OF THE WILL OF
THE ESTATE OF GEORGE R. EDWARDS; RESOURCES GROUP, LLC
14983 Mammoth Place
Fontana, CA 92336
Defendant

Resource Group, LLC
C/O/ Nevada Secretary of State
202 N. Casron City St.
Carson City, NV 89701
Defendant

Glenview West Townhomes
8945 West Ruseel Rd. Suite 330
Las Vegas, NV 89148
Defendant

/s/ Michele Dapello
Michele Dapello, an employee of
Law Offices of Les Zieve



CLERK OF THE COURT

1 **SAO**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 JEFF ARLITZ, ESQ.
6 Nevada Bar No. 6558
7 jarlitz@bohnlawfirm.com
8 LAW OFFICES OF
9 MICHAEL F. BOHN, ESQ., LTD.
10 376 East Warm Springs Road, Ste. 140
11 Las Vegas, Nevada 89119
12 (702) 642-3113/ (702) 642-9766 FAX
13 Attorney for defendant Resources Group, LLC

14
15 DISTRICT COURT
16 CLARK COUNTY NEVADA
17

18 U.S. BANK NATIONAL ASSOCIATION,
19 ND, a national association

20 Plaintiff,

21 vs.

22 GEORGE R. EDWARDS, an individual; ANY
23 AND ALL PERSONS UNKNOWN,
24 CLAIMING TO BE PERSONAL
25 REPRESENTATIVES OF GEORGE R.
26 EDWARDS ESTATE, OR DULY
27 APPOINTED, QUALIFIED, AND ACTING
28 EXECUTOR OF THE WILL OF THE
ESTATE OF GEORGE R. EDWARDS;
RESOURCES GROUP, LLC, a Nevada
Limited Liability Company; GLENVIEW
WEST TOWNHOMES ASSOCIATION, a
Nevada non-profit corporation; DOES 4
through inclusive; and ROES 1 through 10
inclusive

Defendants.

CASE NO.: A667690
DEPT NO.: XVI

STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the plaintiff, U.S. Bank National Association,
by and through its attorney, Benjamin Petiprin, Esq., and defendant, Resources Group, LLC, by and

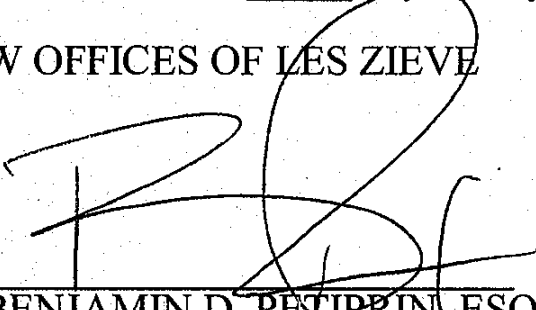
1 through it's attorney, Michael F. Bohn, Esq. as follows:

2 1. The default entered in this case against Resources Group, LLC on February 7, 2014 shall be
3 set aside;


4 2. Defendant Resources Group, LLC shall file an answer to the complaint and the second
5 amendment to the complaint within 20 days of the entry of this stipulation and order.

6 DATED this _____ day of July, 2014.

7 LAW OFFICES OF LES ZIEVE

8
9 By: 
10 BENJAMIN D. PETIPRIN, ESQ.
11 3754 Howard Hughes Pkwy, Ste. 200
12 Las Vegas, NV 89169
Attorney for plaintiff

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

By: 
MICHAEL F. BOHN, ESQ.
376 E. Warm Springs Rd., Ste. 140
Las Vegas, NV 89119
Attorney for defendant Resources Group, LLC

13 IT IS SO ORDERED this 10TH day of July, 2014.

14

15


16

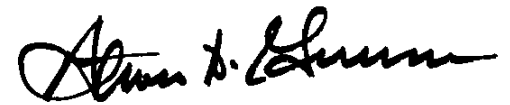

DISTRICT COURT JUDGE 

17

18 Respectfully submitted by:

19 LAW OFFICES OF
20 MICHAEL F. BOHN, ESQ. LTD.

21 By: 
22 MICHAEL F. BOHN, ESQ.
23 376 E. Warm Springs Rd., Ste. 140
24 Las Vegas, NV 89119
25 Attorney for defendant Resources Group, LLC
26
27
28



CLERK OF THE COURT

1 **NTSO**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 JEFF ARLITZ, ESQ.
6 Nevada Bar No.: 6558
7 jarlitz@bohnlawfirm.com
8 LAW OFFICES OF
9 MICHAEL F. BOHN, ESQ.
10 376 East Warm Springs Road, Ste. 140
11 Las Vegas, Nevada 89119
12 (702) 642-3113/ (702) 642-9766 FAX
13 Attorney for plaintiff

8 DISTRICT COURT
9 CLARK COUNTY NEVADA

11 U.S. BANK NATIONAL ASSOCIATION, ND, a
12 national association

13 Plaintiff,

14 vs.

15 GEORGE R. EDWARDS, an individual; ANY AND
16 ALL PERSONS UNKNOWN, CLAIMING TO BE
17 PERSONAL REPRESENTATIVES OF GEORGE R.
18 EDWARDS ESTATE, OR DULY APPOINTED,
19 QUALIFIED, AND ACTING EXECUTOR OF THE
20 WILL OF THE ESTATE OF GEORGE R.
21 EDWARDS; RESOURCES GROUP, LLC, a Nevada
22 Limited Liability Company; GLENVIEW WEST
23 TOWNHOMES ASSOCIATION, a Nevada non-profit
24 corporation; DOES 4 through inclusive; and ROES 1
25 through 10 inclusive

26 Defendants.

CASE NO.: A-667690
DEPT NO.: XVI

27 **NOTICE OF ENTRY OF ORDER**

28 TO: Parties above-named; and

TO: Their Attorney of Record

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a STIPULATION AND

///

///

///

1 ORDER has been entered on the 14th day of July, 2014, in the above captioned matter, a copy of which
2 is attached hereto.

3 Dated this 15th day of July, 2014.

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

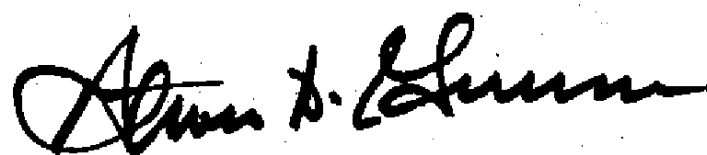
6 By: /s/ /Michael F. Bohn, Esq./
7 MICHAEL F. BOHN, ESQ.
8 JEFF ARLITZ, ESQ.
9 376 E. Warm Springs Rd., Ste. 140
10 Las Vegas, NV 89119
11 Attorney for plaintiff

12 **CERTIFICATE OF SERVICE**

13 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW
14 OFFICES OF MICHAEL F. BOHN., ESQ., and on the 15th day of July, 2014, an electronic copy of
15 **NOTICE OF ENTRY OF ORDER** was served on opposing counsel via the Court's electronic
16 service system to the following counsel of record:

17 Benjamin D. Petiprin, Esq.
18 LAW OFFICES OF LES ZIEVE
19 3754 Howard Hughes Pkwy., Ste. 200
20 Las Vegas, NV 89169

21 /s/ /Esther Maciel-Thompson/
22 An Employee of the LAW OFFICES OF
23 MICHAEL F. BOHN, ESQ., LTD.
24
25
26
27
28



CLERK OF THE COURT

1 **SAO**
2 **MICHAEL F. BOHN, ESQ.**
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 **JEFF ARLITZ, ESQ.**
6 Nevada Bar No. 6558
7 jarlitz@bohnlawfirm.com
8 **LAW OFFICES OF**
9 **MICHAEL F. BOHN, ESQ., LTD.**
10 376 East Warm Springs Road, Ste. 140
11 Las Vegas, Nevada 89119
12 (702) 642-3113/ (702) 642-9766 FAX
13
14 Attorney for defendant Resources Group, LLC

15 **DISTRICT COURT**
16 **CLARK COUNTY NEVADA**

17 **U.S. BANK NATIONAL ASSOCIATION,**
18 **ND, a national association**

19 **Plaintiff,**

20 **vs.**

21 **GEORGE R. EDWARDS, an individual; ANY**
22 **AND ALL PERSONS UNKNOWN,**
23 **CLAIMING TO BE PERSONAL**
24 **REPRESENTATIVES OF GEORGE R.**
25 **EDWARDS ESTATE, OR DULY**
26 **APPOINTED, QUALIFIED, AND ACTING**
27 **EXECUTOR OF THE WILL OF THE**
28 **ESTATE OF GEORGE R. EDWARDS;**
RESOURCES GROUP, LLC, a Nevada
Limited Liability Company; GLENVIEW
WEST TOWNHOMES ASSOCIATION, a
Nevada non-profit corporation; DOES 4
through inclusive; and ROES 1 through 10
inclusive

Defendants.

CASE NO.: A667690
DEPT NO.: XVI

STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the plaintiff, U.S. Bank National Association,
by and through its attorney, Benjamin Petiprin, Esq., and defendant, Resources Group, LLC, by and

1 through it's attorney, Michael F. Bohn, Esq. as follows:

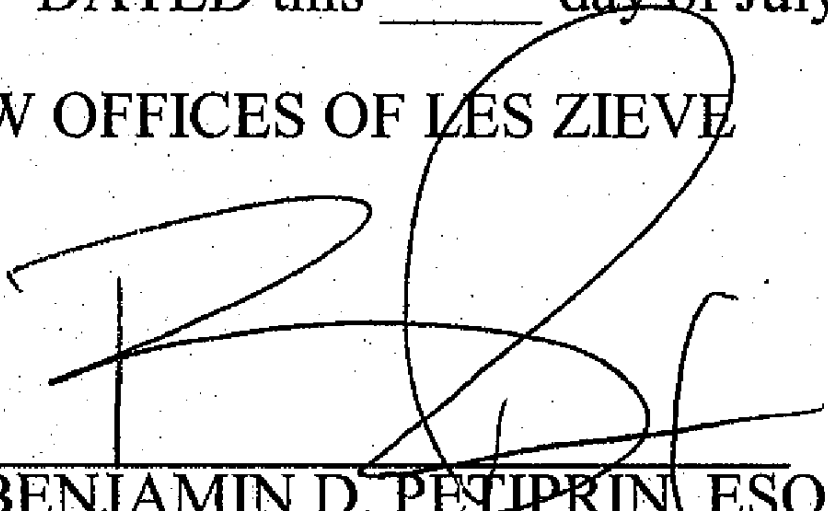
2 1. The default entered in this case against Resources Group, LLC on February 7, 2014 shall be
3 set aside;


4 2. Defendant Resources Group, LLC shall file an answer to the complaint and the second
5 amendment to the complaint within 20 days of the entry of this stipulation and order.

6 DATED this ____ day of July, 2014.

7 LAW OFFICES OF LES ZIEVE

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

8
9 By: 
10 BENJAMIN D. PETIPRIN, ESQ.
11 3754 Howard Hughes Pkwy, Ste. 200
12 Las Vegas, NV 89169
Attorney for plaintiff


By: 
MICHAEL F. BOHN, ESQ.
376 E. Warm Springs Rd., Ste. 140
Las Vegas, NV 89119
Attorney for defendant Resources Group, LLC

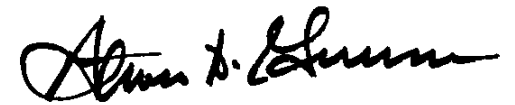
13 IT IS SO ORDERED this 10TH day of July, 2014.

14
15 
16 DISTRICT COURT JUDGE 

17 Respectfully submitted by:

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

20
21 By: 
22 MICHAEL F. BOHN, ESQ.
23 376 E. Warm Springs Rd., Ste. 140
24 Las Vegas, NV 89119
25 Attorney for defendant Resources Group, LLC
26
27
28



CLERK OF THE COURT

AACC
MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
JEFF ARLITZ, ESQ.
Nevada Bar No.: 6558
jarlitz@bohnlawfirm.com
LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
376 E. Warm Springs Rd., Ste. 140
Las Vegas, Nevada 89119
(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendant Resources Group, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION, ND, a
national association

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY
AND ALL PERSONS UNKNOWN, CLAIMING
TO BE PERSONAL REPRESENTATIVES OF
GEORGE R. EDWARDS ESTATE, OR DULY
APPOINTED, QUALIFIED, AND ACTING
EXECUTOR OF THE WILL OF THE ESTATE
OF GEORGE R. EDWARDS; RESOURCES
GROUP, LLC, a Nevada Limited Liability
Company; GLENVIEW WEST TOWNHOMES
ASSOCIATION, a Nevada non-profit corporation;
DOES 4 through inclusive; and ROES 1 through
10 inclusive

Defendants.

RESOURCES GROUP, LLC,

Counter-claimant

vs

U.S. BANK NATIONAL ASSOCIATION, ND, a
national association

Counter-defendant

CASE NO.: A667690
DEPT NO.: XVIII

ANSWER AND COUNTERCLAIM

1 Defendant, Resources Group, LLC, as trustee of the Bourne Valley Court Trust, by and through
2 its attorney, Jeff Arlitz, Esq., answers the plaintiff's Complaint for Judicial Foreclosure of Deed of Trust,
3 Amendment to Complaint and Second Amendment to Complaint as follows:

- 4 1. Answering defendant admits the allegations contained in paragraphs 1, 2, 7, 8,9, and 10.
- 5 2. Answering defendant is without sufficient information upon which to admit or deny the
6 allegations contained in paragraphs 6,11 12, 14 and 15 and, upon that basis, denies the same.
- 7 3. Answering defendant denies the allegations contained in paragraphs 5, 16 and 17.
- 8 4. Answering paragraph 3, defendant is without sufficient information upon which to admit or
9 deny the allegation as to the borrower's address, and upon that basis, denies the same. Defendant denies
10 the remaining allegations.
- 11 5. Answering paragraph 4, defendant admits that Laura B. Fitzpatrick is tax receiver and treasurer
12 of the County of Clark, State of Nevada, but denies the remaining allegations.

13 **FIRST CAUSE OF ACTION**

- 14 6. Answering defendant repeats its responses to the allegations in paragraphs 1 through 17.
- 15 7. Answering paragraph 19, this allegation is not directed at this answering defendant. To the
16 extent it is directed at this answering defendant, and to the extent the allegation suggests remaining
17 interest in the subject property, this answering defendant denies the allegation.
- 18 8. Answering defendant denies the allegations in paragraphs 20, 21 and 22.

19 **AFFIRMATIVE DEFENSES**

20 **FIRST AFFIRMATIVE DEFENSE**

21 Plaintiffs' Complaint fails to state a claim against this answering defendant.

22 **SECOND AFFIRMATIVE DEFENSE**

23 The plaintiffs' damages, if any were caused by their own acts or omissions

24 **THIRD AFFIRMATIVE DEFENSE**

25 Plaintiff's damages, if any, were caused by third persons over whom this answering defendant
26 has not control.

27 **FOURTH AFFIRMATIVE DEFENSE**

28 Plaintiff is guilty of laches and unclean hands.

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FIFTH AFFIRMATIVE DEFENSE

Plaintiff is barred from recovery by virtue of the doctrine of equitable estoppel.

SIXTH AFFIRMATIVE DEFENSE

The plaintiff has failed to mitigate its damages.

WHEREFORE, answering defendant prays as follows:

- 1. That the plaintiff takes nothing by way of its Complaint on file herein;
- 2. For costs and attorney's fees incurred herein; and
- 3. For such other and further relief as this Court may deem just and proper.

COUNTERCLAIM

Defendant/counterclaimant Resources Group, LLC, as trustee of the Bourne Valley Court Trust, by and through its attorney, Jeff Arlitz, Esq. alleges its counterclaim against plaintiff U.S. Bank National Association, ND as follows:

- 1. Resources Group, LLC, as trustee of the Bourne Valley Court Trust, is the owner of the real property commonly known as 4254 Rollingstone Drive , Las Vegas, Nevada
- 2. Resources Group, LLC, as trustee of the Bourne Valley Court Trust obtained title from Resources Group LLC, a Nevada Limited Liability Company, Trustee of the Rollingstone Drive Trust, by way of a Grant, Bargain, Sale Deed recorded May 29, 2012. The 4254 Rollingstone Drive Trust obtained title by way of a foreclosure deed recorded January 31, 2012.
- 3. Resources Group, LLC, as trustee of the Bourne Valley Court Trust, title stems from a foreclosure deed arising from a delinquency in assessments due from the former owner to the Glenview West Townhomes Association, pursuant to NRS Chapter 116.
- 6. The interest of the plaintiff has been extinguished by reason of the foreclosure sale resulting from a delinquency in assessments due from the former owners to the Glenview West Townhomes Association, pursuant to NRS Chapter 116.
- 7. Resources Group, LLC, as trustee of the Bourne Valley Court Trust, is entitled to a determination from this court, pursuant to NRS 40.010 that the Resources Group, LLC, as trustee of the Bourne Valley Court Trust, is the rightful owner of the property and that the counterdefendant has no right, title, interest or claim to the subject property.

8. Resources Group, LLC, as trustee of the Bourne Valley Court Trust, is entitled to an award of attorneys fees and costs.

SECOND CLAIM FOR RELIEF

9. Resources Group, LLC, as trustee of the Bourne Valley Court Trust, repeats the allegations contained in paragraphs 1 through 8.

10. Resources Group, LLC, as trustee of the Bourne Valley Court Trust seeks a declaration from this court, pursuant to NRS 40.010, that title in the property is vested in Resources Group, LLC, as trustee of the Bourne Valley Court Trust, free and that the plaintiff herein has no estate, right, title or interest in the property, and that plaintiffs are forever enjoined from asserting any estate, title, right, interest, or claim to the subject property adverse to the, Resources Group, LLC, as trustee of the Bourne Valley Court Trust.

11. The defendant/counterclaimant, Resources Group, LLC, as trustee of the Bourne Valley Court Trust is entitled to an award of attorneys fees and costs.

WHEREFORE, defendant Resources Group, LLC, as trustee of the Bourne Valley Court Trust, prays for Judgment as follows:

1. For a determination and declaration that defendant/counterclaimant, Resources Group, LLC, as trustee of the Bourne Valley Court Trust, is the rightful holder of title to the property, free and clear of all liens, encumbrances, and claims of the plaintiffs.

2. For a determination and declaration that the plaintiffs have no estate, right, title, interest or claim in the property.

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3. For a judgment forever enjoining the plaintiff from asserting any estate, right, title, interest or claim in the property; and

4. For such other and further relief as the Court may deem just and proper.

DATED this 16th day of July 2014.

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

By: / s / Jeff Arlitz, Esq. /
 Jeff Arlitz, Esq.
 376 East Warm Springs Road, Ste. 140
 Las Vegas, Nevada 89119
 Attorney for defendant Resources Group, LLC, as
 trustee of the Bourne Valley Court Trust

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW OFFICES OF MICHAEL F. BOHN., ESQ., and on the 16th day of July, 2014, an electronic copy of **ANSWER AND COUNTERCLAIM** was served on opposing counsel via the Court’s electronic service system to the following counsel of record:

Benjamin D. Petiprin, Esq.
Law Offices of Les Zieve, LLP
3753 Howard Hughes Parkway, Ste. 200
Las Vegas, NV 89169

/s/ /Marc Sameroff/
An employee of the LAW OFFICES
OF MICHAEL F. BOHN, ESQ., LTD.

1 **IAFD**
MICHAEL F. BOHN, ESQ.
2 Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
3 JEFF ARLITZ, ESQ.
Nevada Bar No. 6558
4 jarlitz@bohnlawfirm.com
LAW OFFICES OF
5 MICHAEL F. BOHN, ESQ., LTD.
376 E. Warm Springs Rd., Ste. 140
6 Las Vegas, Nevada 89119
(702) 642-3113/ (702) 642-9766 FAX

7 Attorney for defendant, Resources Group, LLC
8

9 DISTRICT COURT
10 CLARK COUNTY, NEVADA

11
12 U.S. BANK NATIONAL ASSOCIATION, ND, a
national association

13 Plaintiff,

14 vs.

15 GEORGE R. EDWARDS, an individual; ANY
16 AND ALL PERSONS UNKNOWN, CLAIMING
17 TO BE PERSONAL REPRESENTATIVES OF
18 GEORGE R. EDWARDS ESTATE, OR DULY
APPOINTED, QUALIFIED, AND ACTING
19 EXECUTOR OF THE WILL OF THE ESTATE
OF GEORGE R. EDWARDS; RESOURCES
20 GROUP, LLC, a Nevada Limited Liability
Company; GLENVIEW WEST TOWNHOMES
ASSOCIATION, a Nevada non-profit corporation;
21 DOES 4 through inclusive; and ROES 1 through
10 inclusive

22 Defendants.

CASE NO.: A667690
DEPT NO.: XVIII

23
24
25 **INITIAL APPEARANCE FEE DISCLOSURE**

26 Pursuant to NRS Chapter 19, filing fees are submitted for the party appearing in the above-

27 ///

28 ///

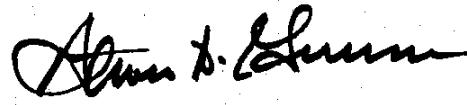
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TOTAL REMITTED: \$223.00

DATED this 16th day of July 2014.

By: /Michael F. Bohn/
MICHAEL F. BOHN, ESQ.
376 E. Warm Springs Rd., Ste. 140
Las Vegas, Nevada 89119
Attorney for defendant

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CLERK OF THE COURT

1 **SAO**
2 **MICHAEL F. BOHN, ESQ.**
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 **JEFF ARLITZ, ESQ.**
6 Nevada Bar No. 6558
7 jarlitz@bohnlawfirm.com
8 **LAW OFFICES OF**
9 **MICHAEL F. BOHN, ESQ., LTD.**
10 376 East Warm Springs Road, Ste. 140
11 Las Vegas, Nevada 89119
12 (702) 642-3113/ (702) 642-9766 FAX
13
14 Attorney for defendant Resources Group, LLC

9 DISTRICT COURT
10 CLARK COUNTY NEVADA

12 U.S. BANK NATIONAL ASSOCIATION,
13 ND, a national association

13 Plaintiff,

14 vs.

15 GEORGE R. EDWARDS, an individual; ANY
16 AND ALL PERSONS UNKNOWN,
17 CLAIMING TO BE PERSONAL
18 REPRESENTATIVES OF GEORGE R.
19 EDWARDS ESTATE, OR DULY
20 APPOINTED, QUALIFIED, AND ACTING
21 EXECUTOR OF THE WILL OF THE
22 ESTATE OF GEORGE R. EDWARDS;
23 RESOURCES GROUP, LLC, a Nevada
24 Limited Liability Company; GLENVIEW
25 WEST TOWNHOMES ASSOCIATION, a
26 Nevada non-profit corporation; DOES 4
27 through inclusive; and ROES 1 through 10
28 inclusive

23 Defendants.

CASE NO.: A667690
DEPT NO.: XVI

24 **STIPULATION AND ORDER FOR STAY OF PROCEEDINGS**

25 It is hereby stipulated and agreed by and between the plaintiff, U.S. Bank National Association,
26 by and through its attorney, Benjamin Petiprin, Esq., and defendant, Resources Group, LLC, by and
27

08-11-14 16:05 RCVD

1 through it's attorney, Michael F. Bohn, Esq. as follows:

2 1. Because the Supreme Court of Nevada has not ruled on the effect, if any regarding An HOA
3 foreclosure sale has on liens of records, and that there are multiple cases on appeal to the Supreme court
4 of Nevada regarding this issue, which is the primary issue in this litigation, and any dispositive ruling by
5 this Court will likely lead to an appeal, all proceedings in this case, including discovery and motion
6 practice is stayed until further of the court.

7 2. The defendant Resources Group, LLC shall be required to keep current on all property taxes
8 and assessments, HOA dues, to maintain the property and to maintain insurance on the property

9 3. The Resources Group, LLC shall be prohibited from selling or encumbering the property
10 unless otherwise ordered by the court.

11 4. Plaintiff U.S. Bank National Association is prohibited from conducting a foreclosure sale on
12 the property unless otherwise ordered by the court.

13 5. Either party may file a motion to lift the stay at any time counsel for either party determines
14 it to be appropriate.

15 DATED this 8th day of August, 2014.

16 LAW OFFICES OF LES ZIEVE

17
18 By:

19 BENJAMIN D. PETIPRIN, ESQ.
20 3754 Howard Hughes Pkwy, Ste. 200
21 Las Vegas, NV 89169
Attorney for plaintiff

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

By:


22 MICHAEL F. BOHN, ESQ.
23 376 E. Warm Springs Rd., Ste. 140
24 Las Vegas, NV 89119
25 Attorney for defendant Resources Group, LLC

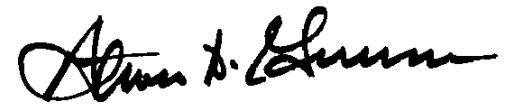
26 IT IS SO ORDERED this 14th day of July, 2014.

27
28
DISTRICT COURT JUDGE

1 Respectfully submitted by:

2 LAW OFFICES OF
3 MICHAEL F. BOHN, ESQ. LTD.

4 By: 
5 MICHAEL F. BOHN, ESQ.
6 376 E. Warm Springs Rd., Ste. 140
7 Las Vegas, NV 89119
8 Attorney for defendant Resources Group, LLC
9
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CLERK OF THE COURT

1 **NTSO**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 JEFF ARLITZ, ESQ.
6 Nevada Bar No.: 6558
7 jarlitz@bohnlawfirm.com
8 LAW OFFICES OF
9 MICHAEL F. BOHN, ESQ.
10 376 East Warm Springs Road, Ste. 140
11 Las Vegas, Nevada 89119
12 (702) 642-3113/ (702) 642-9766 FAX
13 Attorney for plaintiff

8 DISTRICT COURT
9 CLARK COUNTY NEVADA

11 U.S. BANK NATIONAL ASSOCIATION, ND, a
12 national association

13 Plaintiff,

14 vs.

15 GEORGE R. EDWARDS, an individual; ANY AND
16 ALL PERSONS UNKNOWN, CLAIMING TO BE
17 PERSONAL REPRESENTATIVES OF GEORGE R.
18 EDWARDS ESTATE, OR DULY APPOINTED,
19 QUALIFIED, AND ACTING EXECUTOR OF THE
20 WILL OF THE ESTATE OF GEORGE R.
21 EDWARDS; RESOURCES GROUP, LLC, a Nevada
22 Limited Liability Company; GLENVIEW WEST
23 TOWNHOMES ASSOCIATION, a Nevada non-profit
24 corporation; DOES 4 through inclusive; and ROES 1
25 through 10 inclusive

26 Defendants.

CASE NO.: A-667690
DEPT NO.: XVI

27 **NOTICE OF ENTRY OF ORDER**

28 TO: Parties above-named; and

TO: Their Attorney of Record

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that a STIPULATION AND

///

///

///

1 ORDER FOR STAY OF PROCEEDINGS has been entered on the 20th day of August, 2014, in the above
2 captioned matter, a copy of which is attached hereto.

3 Dated this 22nd day of August, 2014.

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

6 By: /s/ /Michael F. Bohn, Esq./
7 MICHAEL F. BOHN, ESQ.
8 JEFF ARLITZ, ESQ.
9 376 E. Warm Springs Rd., Ste. 140
10 Las Vegas, NV 89119
11 Attorney for plaintiff

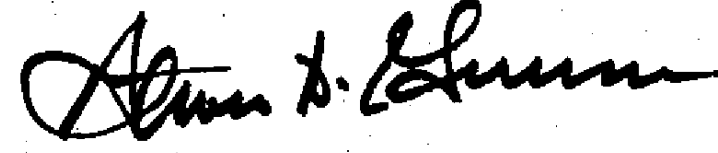
12 **CERTIFICATE OF SERVICE**

13 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW
14 OFFICES OF MICHAEL F. BOHN., ESQ., and on the 22nd day of July, 2014, an electronic copy of
15 **NOTICE OF ENTRY OF ORDER** was served on opposing counsel via the Court's electronic
16 service system to the following counsel of record:

17 Benjamin D. Petiprin, Esq.
18 LAW OFFICES OF LES ZIEVE
19 3754 Howard Hughes Pkwy., Ste. 200
20 Las Vegas, NV 89169

21 /s/ /Esther Maciel-Thompson/
22 An Employee of the LAW OFFICES OF
23 MICHAEL F. BOHN, ESQ., LTD.
24
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26
27
28

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CLERK OF THE COURT

1 **SAO**

2 MICHAEL F. BOHN, ESQ.

3 Nevada Bar No.: 1641

4 mbohn@bohnlawfirm.com

5 JEFF ARLITZ, ESQ.

6 Nevada Bar No. 6558

7 jarlitz@bohnlawfirm.com

8 LAW OFFICES OF

9 MICHAEL F. BOHN, ESQ., LTD.

10 376 East Warm Springs Road, Ste. 140

11 Las Vegas, Nevada 89119

12 (702) 642-3113/ (702) 642-9766 FAX

13 Attorney for defendant Resources Group, LLC

14 DISTRICT COURT

15 CLARK COUNTY NEVADA

16 U.S. BANK NATIONAL ASSOCIATION,
17 ND, a national association

18 Plaintiff,

19 vs.

20 GEORGE R. EDWARDS, an individual; ANY
21 AND ALL PERSONS UNKNOWN,
22 CLAIMING TO BE PERSONAL
23 REPRESENTATIVES OF GEORGE R.
24 EDWARDS ESTATE, OR DULY
25 APPOINTED, QUALIFIED, AND ACTING
26 EXECUTOR OF THE WILL OF THE
27 ESTATE OF GEORGE R. EDWARDS;
28 RESOURCES GROUP, LLC, a Nevada
Limited Liability Company; GLENVIEW
WEST TOWNHOMES ASSOCIATION, a
Nevada non-profit corporation; DOES 4
through inclusive; and ROES 1 through 10
inclusive

Defendants.

CASE NO.: A667690
DEPT NO.: XVI

STIPULATION AND ORDER FOR STAY OF PROCEEDINGS

It is hereby stipulated and agreed by and between the plaintiff, U.S. Bank National Association,
by and through its attorney, Benjamin Petiprin, Esq., and defendant, Resources Group, LLC, by and

1 through it's attorney, Michael F. Bohn, Esq. as follows:

2 1. Because the Supreme Court of Nevada has not ruled on the effect, if any regarding An HOA
3 foreclosure sale has on liens of records, and that there are multiple cases on appeal to the Supreme court
4 of Nevada regarding this issue, which is the primary issue in this litigation, and any dispositive ruling by
5 this Court will likely lead to an appeal, all proceedings in this case, including discovery and motion
6 practice is stayed until further of the court.

7 2. The defendant Resources Group, LLC shall be required to keep current on all property taxes
8 and assessments, HOA dues, to maintain the property and to maintain insurance on the property

9 3. The Resources Group, LLC shall be prohibited from selling or encumbering the property
10 unless otherwise ordered by the court.

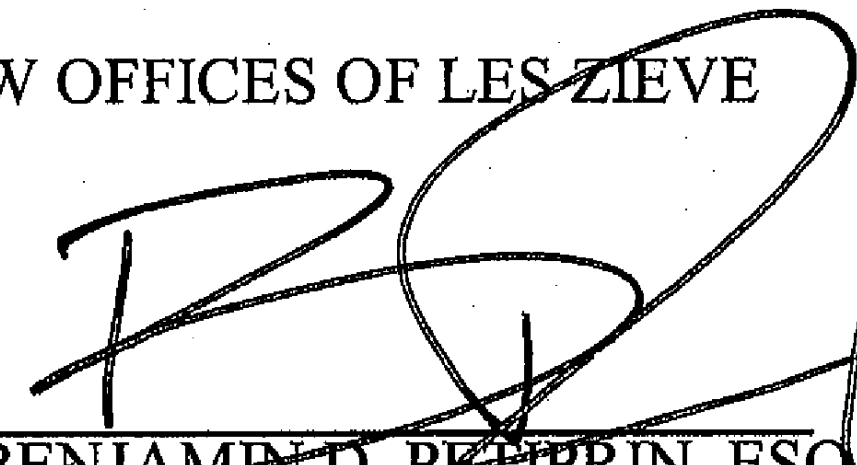
11 4. Plaintiff U.S. Bank National Association is prohibited from conducting a foreclosure sale on
12 the property unless otherwise ordered by the court.

13 5. Either party may file a motion to lift the stay at any time counsel for either party determines
14 it to be appropriate.

15 DATED this 8th day of ^{August}~~July~~, 2014.


16 LAW OFFICES OF LES ZIEVE

17
18 By:


19 BENJAMIN D. PETIPRIN, ESQ.
20 3754 Howard Hughes Pkwy, Ste. 200
21 Las Vegas, NV 89169
Attorney for plaintiff

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

By:


MICHAEL F. BOHN, ESQ.
376 E. Warm Springs Rd., Ste. 140
Las Vegas, NV 89119
Attorney for defendant Resources Group, LLC

22 IT IS SO ORDERED this 14th day of July, 2014.

23
24 
25 DISTRICT COURT JUDGE
26
27
28

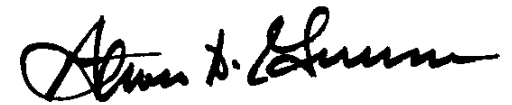
1 Respectfully submitted by:

2 LAW OFFICES OF
3 MICHAEL F. BOHN, ESQ. LTD.

4

5 By: 

6 MICHAEL F. BOHN, ESQ.
7 376 E. Warm Springs Rd., Ste. 140
8 Las Vegas, NV 89119
9 Attorney for defendant Resources Group, LLC
10
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CLERK OF THE COURT

MODR
MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
JEFF ARLITZ, ESQ.
Nevada Bar No.: 6558
jarlitz@bohnlawfirm.com
LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.
376 E. Warm Springs Rd., Ste. 140
Las Vegas, Nevada 89119
(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendant Resources Group, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION, ND, a
national association

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY
AND ALL PERSONS UNKNOWN, CLAIMING
TO BE PERSONAL REPRESENTATIVES OF
GEORGE R. EDWARDS ESTATE, OR DULY
APPOINTED, QUALIFIED, AND ACTING
EXECUTOR OF THE WILL OF THE ESTATE
OF GEORGE R. EDWARDS; RESOURCES
GROUP, LLC, a Nevada Limited Liability
Company; GLENVIEW WEST TOWNHOMES
ASSOCIATION, a Nevada non-profit corporation;
DOES 4 through inclusive; and ROES 1 through
10 inclusive

Defendants.

RESOURCES GROUP, LLC,

Counter-claimant

vs

U.S. BANK NATIONAL ASSOCIATION, ND, a
national association

Counter-defendant

CASE NO.: A667690
DEPT NO.: XVIII

MOTION TO LIFT STAY

1 Defendant, Resources Group, LLC, as trustee of the Bourne Valley Court Trust, by and through
2 its attorney, Michael F. Bohn, Esq., hereby moves this court, to lift the stay imposed by stipulated order
3 entered on August 20, 2014. This motion is based upon the points and authorities contained herein.
4

5 DATED this 1st day of December 2014.

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

8 By: / s / Michael F. Bohn, Esq. /
9 Michael F. Bohn, Esq.
10 Jeff Arlitz, Esq.
11 376 East Warm Springs Road, Ste. 140
12 Las Vegas, Nevada 89119
13 Attorney for defendant Resources Group
14

15 **NOTICE OF MOTION**

16 TO: Parties above named; and

17 TO: Their respective counsel of record

18 YOU AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring the
19 above and foregoing Motion on for hearing before the above entitled Court, Department XVIII, on
20 the 6th day of January, 2015, at 9:00 a.m. or as soon thereafter as counsel can
21 be heard.
22

23 DATED this 1st day of December 2014.

24 LAW OFFICES OF
25 MICHAEL F. BOHN, ESQ., LTD.

26 By: /s/ /Michael F. Bohn, Esq. /
27 Michael F. Bohn, Esq.
28 Jeff Arlitz, Esq.
376 East Warm Springs Road, Ste. 140
Las Vegas NV 89119
Attorney for plaintiff

29 **POINTS AND AUTHORITIES**

30 This case is one of many filed in both the state and federal court involving the extinguishment
31 of trust deed resulting from foreclosure of liens pursuant to NRS 116.3116. On August 20, 2014, this
32 court entered a stipulated order staying this case pending a decision on the extinguishment issue by

1 the Nevada Supreme Court. A copy of the stipulation is attached as Exhibit A.

2 On September 18, 2014, the Nevada Supreme Court rendered a decision in the case of SFR
3 Investments v. U.S. Bank, 130 Nev. Ad. Op. 75, 334 P.3d 408 (2014). The Nevada Supreme Court
4 ruled that the HOA foreclosure does extinguish the trust deed and the HOA foreclosure sale can be
5 conducted non-judicially.

6 The plaintiff now moves to lift the stay so the parties may proceed with this case.

7 DATED this 1st day of December 2014.

8 LAW OFFICES OF
9 MICHAEL F. BOHN, ESQ., LTD.

10 By: / s / Michael F. Bohn, Esq. /
11 Michael F. Bohn, Esq.
12 376 East Warm Springs Road, Ste. 140
13 Las Vegas, Nevada 89119
14 Attorney for defendant Resources Group

15 **CERTIFICATE OF SERVICE**

16 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of Law
17 Offices of Michael F. Bohn., Esq., and on the 1st day of December, 2014, an electronic copy of the
18 **MOTION TO LIFT STAY** was served on opposing counsel via the Court's electronic service system
19 to the following counsel of record:

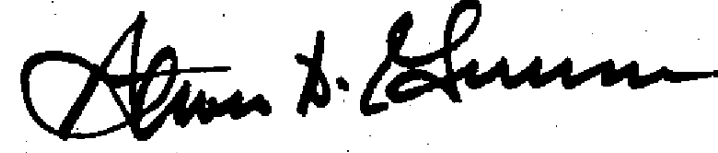
20
21 Benjamin D. Petiprin, Esq.
22 Law Offices of Les Zieve, LLP
23 3753 Howard Hughes Parkway, Ste. 200
24 Las Vegas, NV 89169

25 /s/ /Marc Sameroff /
26 An Employee of the LAW OFFICES OF
27 MICHAEL F. BOHN, ESQ., LTD.
28

EXHIBIT A

EXHIBIT A

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CLERK OF THE COURT

1 **SAO**

2 MICHAEL F. BOHN, ESQ.

3 Nevada Bar No.: 1641

4 mbohn@bohnlawfirm.com

5 JEFF ARLITZ, ESQ.

6 Nevada Bar No. 6558

7 jarlitz@bohnlawfirm.com

8 LAW OFFICES OF

9 MICHAEL F. BOHN, ESQ., LTD.

10 376 East Warm Springs Road, Ste. 140

11 Las Vegas, Nevada 89119

12 (702) 642-3113/ (702) 642-9766 FAX

13 Attorney for defendant Resources Group, LLC

14 DISTRICT COURT

15 CLARK COUNTY NEVADA

16 U.S. BANK NATIONAL ASSOCIATION,
17 ND, a national association

18 Plaintiff,

19 vs.

20 GEORGE R. EDWARDS, an individual; ANY
21 AND ALL PERSONS UNKNOWN,
22 CLAIMING TO BE PERSONAL
23 REPRESENTATIVES OF GEORGE R.
24 EDWARDS ESTATE, OR DULY
25 APPOINTED, QUALIFIED, AND ACTING
26 EXECUTOR OF THE WILL OF THE
27 ESTATE OF GEORGE R. EDWARDS;
28 RESOURCES GROUP, LLC, a Nevada
Limited Liability Company; GLENVIEW
WEST TOWNHOMES ASSOCIATION, a
Nevada non-profit corporation; DOES 4
through inclusive; and ROES 1 through 10
inclusive

Defendants.

CASE NO.: A667690
DEPT NO.: XVI

STIPULATION AND ORDER FOR STAY OF PROCEEDINGS

It is hereby stipulated and agreed by and between the plaintiff, U.S. Bank National Association,
by and through its attorney, Benjamin Petiprin, Esq., and defendant, Resources Group, LLC, by and

1 through it's attorney, Michael F. Bohn, Esq. as follows:

2 1. Because the Supreme Court of Nevada has not ruled on the effect, if any regarding An HOA
3 foreclosure sale has on liens of records, and that there are multiple cases on appeal to the Supreme court
4 of Nevada regarding this issue, which is the primary issue in this litigation, and any dispositive ruling by
5 this Court will likely lead to an appeal, all proceedings in this case, including discovery and motion
6 practice is stayed until further of the court.

7 2. The defendant Resources Group, LLC shall be required to keep current on all property taxes
8 and assessments, HOA dues, to maintain the property and to maintain insurance on the property

9 3. The Resources Group, LLC shall be prohibited from selling or encumbering the property
10 unless otherwise ordered by the court.

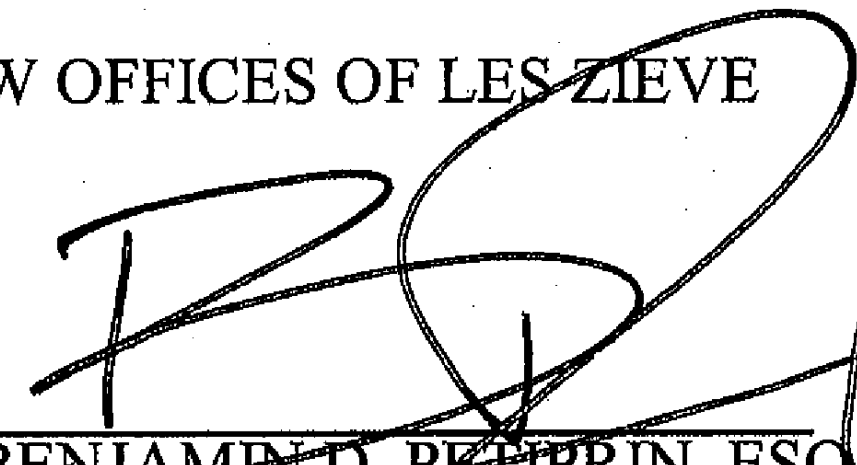
11 4. Plaintiff U.S. Bank National Association is prohibited from conducting a foreclosure sale on
12 the property unless otherwise ordered by the court.

13 5. Either party may file a motion to lift the stay at any time counsel for either party determines
14 it to be appropriate.

15 DATED this 8th day of ^{August} ~~July~~, 2014.

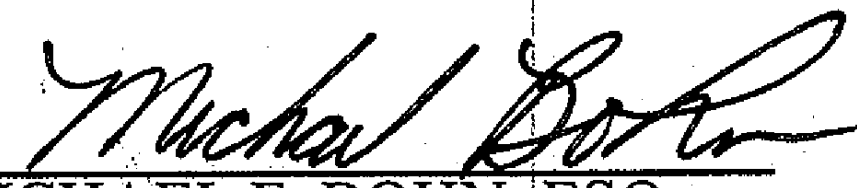
16 LAW OFFICES OF LES ZIEVE

17
18 By:


19 BENJAMIN D. PETIPRIN, ESQ.
20 3754 Howard Hughes Pkwy, Ste. 200
21 Las Vegas, NV 89169
Attorney for plaintiff

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

By:


MICHAEL F. BOHN, ESQ.
376 E. Warm Springs Rd., Ste. 140
Las Vegas, NV 89119
Attorney for defendant Resources Group, LLC

22 IT IS SO ORDERED this 14th day of July, 2014.


25 DISTRICT COURT JUDGE

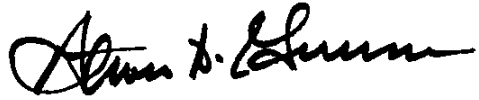
1 Respectfully submitted by:

2 LAW OFFICES OF
3 MICHAEL F. BOHN, ESQ. LTD.

4

5 By: 

6 MICHAEL F. BOHN, ESQ.
7 376 E. Warm Springs Rd., Ste. 140
8 Las Vegas, NV 89119
9 Attorney for defendant Resources Group, LLC
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CLERK OF THE COURT

1 **ORDG**

2 MICHAEL F. BOHN, ESQ.

3 Nevada Bar No.: 1641

4 mbohn@bohnlawfirm.com

5 JEFF ARLITZ, ESQ.

6 Nevada Bar No.: 6558

7 jarlitz@bohnlawfirm.com

8 LAW OFFICES OF

9 MICHAEL F. BOHN, ESQ., LTD.

10 376 E. Warm Springs Rd., Ste. 140

11 Las Vegas, Nevada 89119

12 (702) 642-3113/ (702) 642-9766 FAX

13 Attorney for defendant/counterclaimant Resources Group, LLC

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 U.S. BANK NATIONAL ASSOCIATION, ND, a
17 national association

18 Plaintiff,

19 vs.

20 GEORGE R. EDWARDS, an individual; ANY
21 AND ALL PERSONS UNKNOWN, CLAIMING
22 TO BE PERSONAL REPRESENTATIVES OF
23 GEORGE R. EDWARDS ESTATE, OR DULY
24 APPOINTED, QUALIFIED, AND ACTING
25 EXECUTOR OF THE WILL OF THE ESTATE
26 OF GEORGE R. EDWARDS; RESOURCES
27 GROUP, LLC, a Nevada Limited Liability
28 Company; GLENVIEW WEST TOWNHOMES
ASSOCIATION, a Nevada non-profit corporation;
DOES 4 through inclusive; and ROES 1 through
10 inclusive

Defendants.

RESOURCES GROUP, LLC,

Counter-claimant

vs

U.S. BANK NATIONAL ASSOCIATION, ND, a
national association

Counter-defendant

CASE NO.: A667690
DEPT NO.: ~~XVIII~~ XVI

ORDER LIFTING STAY

1 The motion of defendant/counterclaimant Resources Group, LLC, as trustee of the Bourne Valley
2 Court Trust, to lift the stay of litigation and discovery having come before the court on the 6th day of
3 January, 2015, Jeff Arlitz, Esq. appearing on behalf of defendant/counterclaimant Resources Group, LLC
4 and Benjamin D. Petiprin, Esq. appearing on behalf of plaintiff/counterdefendant U.S. Bank National
5 Association, ND, and the court having reviewed the motion and having heard the arguments of counsel
6 and for good cause appearing;

7 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the defendant/counterclaimant's
8 Motion to Lift Stay as to discovery and litigation is granted.

9 IT IS FURTHER ORDERED that the remainder of the provisions of the stipulation entered on
10 August 20, 2014 shall continue to be in effect.

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1 IT IS FURTHER ORDERED that plaintiff/counterdefendant U.S. Bank National Association, ND
2 shall file a response to defendant Resources Group, LLC's counterclaim within 30 days of the date of
3 entry of this order.

4
5 DATED this 14th day of January, 2015.

6
7 
8 DISTRICT COURT JUDGE 

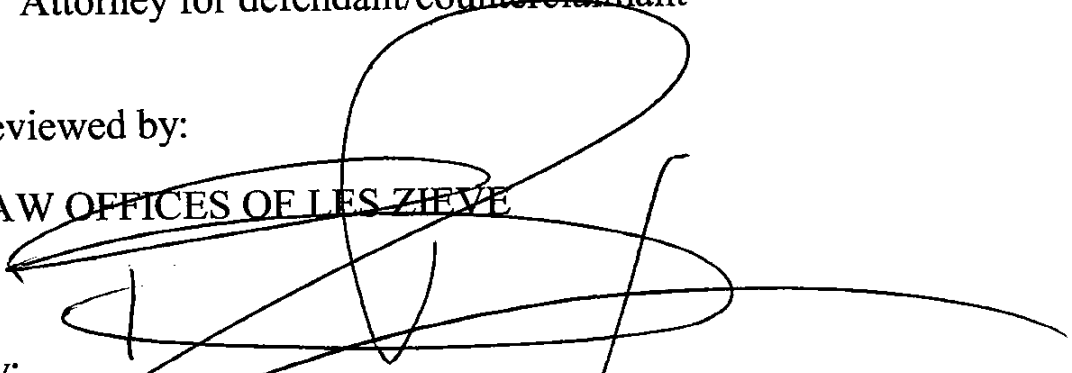
9 Respectfully submitted by:

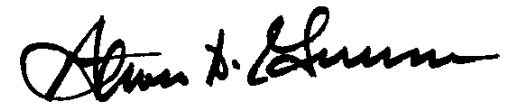
10 LAW OFFICES OF
11 MICHAEL F. BOHN, ESQ., LTD.

12
13 By: 
14 MICHAEL F. BOHN, ESQ.
15 JEFF ARLITZ, ESQ.
16 376 East Warm Springs Road, Ste. 140
17 Las Vegas, NV 89119
18 Attorney for defendant/counterclaimant

19
20 Reviewed by:

21 LAW OFFICES OF LES ZIEVE

22 By: 
23 BENJAMIN D. PETIPRIN, ESQ.
24 3754 Howard Hughes Pkwy, Ste. 200
25 Las Vegas, NV 89169
26 Attorney for plaintiff/counterdefendant
27
28



CLERK OF THE COURT

NEO
MICHAEL F. BOHN, ESQ.
Nevada Bar No.: 1641
mbohn@bohnlawfirm.com
JEFF ARLITZ, ESQ.
Nevada Bar No.: 6558
jarlitz@bohnlawfirm.com
LAW OFFICES OF
MICHAEL F. BOHN, ESQ.
376 East Warm Springs Road, Ste. 140
Las Vegas, Nevada 89119
(702) 642-3113/ (702) 642-9766 FAX

Attorney for defendant Resources Group, LLC

DISTRICT COURT
CLARK COUNTY NEVADA

U.S. BANK NATIONAL ASSOCIATION, ND, a
national association

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY AND
ALL PERSONS UNKNOWN, CLAIMING TO BE
PERSONAL REPRESENTATIVES OF GEORGE R.
EDWARDS ESTATE, OR DULY APPOINTED,
QUALIFIED, AND ACTING EXECUTOR OF THE
WILL OF THE ESTATE OF GEORGE R.
EDWARDS; RESOURCES GROUP, LLC, a Nevada
Limited Liability Company; GLENVIEW WEST
TOWNHOMES ASSOCIATION, a Nevada non-profit
corporation; DOES 4 through inclusive; and ROES 1
through 10 inclusive

Defendants.

CASE NO.: A667690
DEPT NO.: XVIII

RESOURCES GROUP, LLC,

Counter-claimant

vs

U.S. BANK NATIONAL ASSOCIATION, ND, a
national association

Counter-defendant

1 **NOTICE OF ENTRY OF ORDER**

2 TO: Parties above-named; and

3 TO: Their Attorney of Record

4 YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that an **ORDER LIFTING**
5 **STAY** has been entered on the 20th day of January, 2015, in the above captioned matter, a copy of which
6 is attached hereto.

7 Dated this 21ST day of January, 2015.

8
9 LAW OFFICES OF
MICHAEL F. BOHN, ESQ., LTD.

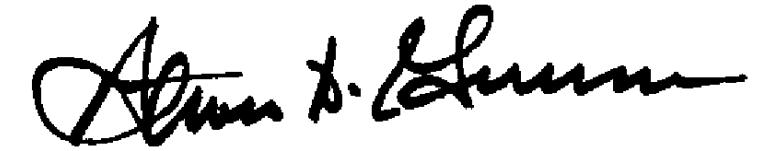
10 By: /s/ /Michael F. Bohn, Esq./
11 MICHAEL F. BOHN, ESQ.
12 JEFF ARLITZ, ESQ.
13 376 E. Warm Springs Rd., Ste. 140
Las Vegas, NV 89119
Attorney for plaintiff

14 **CERTIFICATE OF SERVICE**

15 Pursuant to NRCP 5, NEFCR 9 and EDCR 8.05, I hereby certify that I am an employee of LAW
16 OFFICES OF MICHAEL F. BOHN., ESQ., and on the 21ST day of January, 2015, an electronic copy of
17 the **NOTICE OF ENTRY OF ORDER** was served on opposing counsel via the Court's electronic
18 service system to the following counsel of record:
19

20 Benjamin D. Petiprin, Esq.
21 Law Offices of Les Zieve, LLP
22 3753 Howard Hughes Parkway, Ste. 200
Las Vegas, NV 89169

23
24
25 /s/ /Marc Sameroff /
26 An Employee of the LAW OFFICES OF
27 MICHAEL F. BOHN, ESQ., LTD.
28



CLERK OF THE COURT

1 **ORDG**
2 MICHAEL F. BOHN, ESQ.
3 Nevada Bar No.: 1641
4 mbohn@bohnlawfirm.com
5 JEFF ARLITZ, ESQ.
6 Nevada Bar No.: 6558
7 jarlitz@bohnlawfirm.com
8 LAW OFFICES OF
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10 376 E. Warm Springs Rd., Ste. 140
11 Las Vegas, Nevada 89119
12 (702) 642-3113/ (702) 642-9766 FAX
13
14 Attorney for defendant/counterclaimant Resources Group, LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

12 U.S. BANK NATIONAL ASSOCIATION, ND, a
13 national association
14 Plaintiff,

15 vs.

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18 TO BE PERSONAL REPRESENTATIVES OF
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20 APPOINTED, QUALIFIED, AND ACTING
21 EXECUTOR OF THE WILL OF THE ESTATE
22 OF GEORGE R. EDWARDS; RESOURCES
23 GROUP, LLC, a Nevada Limited Liability
24 Company; GLENVIEW WEST TOWNHOMES
25 ASSOCIATION, a Nevada non-profit corporation;
26 DOES 4 through inclusive; and ROES 1 through
27 10 inclusive

28 Defendants.

23 RESOURCES GROUP, LLC,
24 Counter-claimant

25 vs

26 U.S. BANK NATIONAL ASSOCIATION, ND, a
27 national association
28 Counter-defendant

CASE NO.: A667690
DEPT NO.: ~~XVIII~~ XVI

ORDER LIFTING STAY

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4 and Benjamin D. Petiprin, Esq. appearing on behalf of plaintiff/counterdefendant U.S. Bank National
5 Association, ND, and the court having reviewed the motion and having heard the arguments of counsel
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4
5 DATED this 14th day of January, 2015.

6
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8 DISTRICT COURT JUDGE 

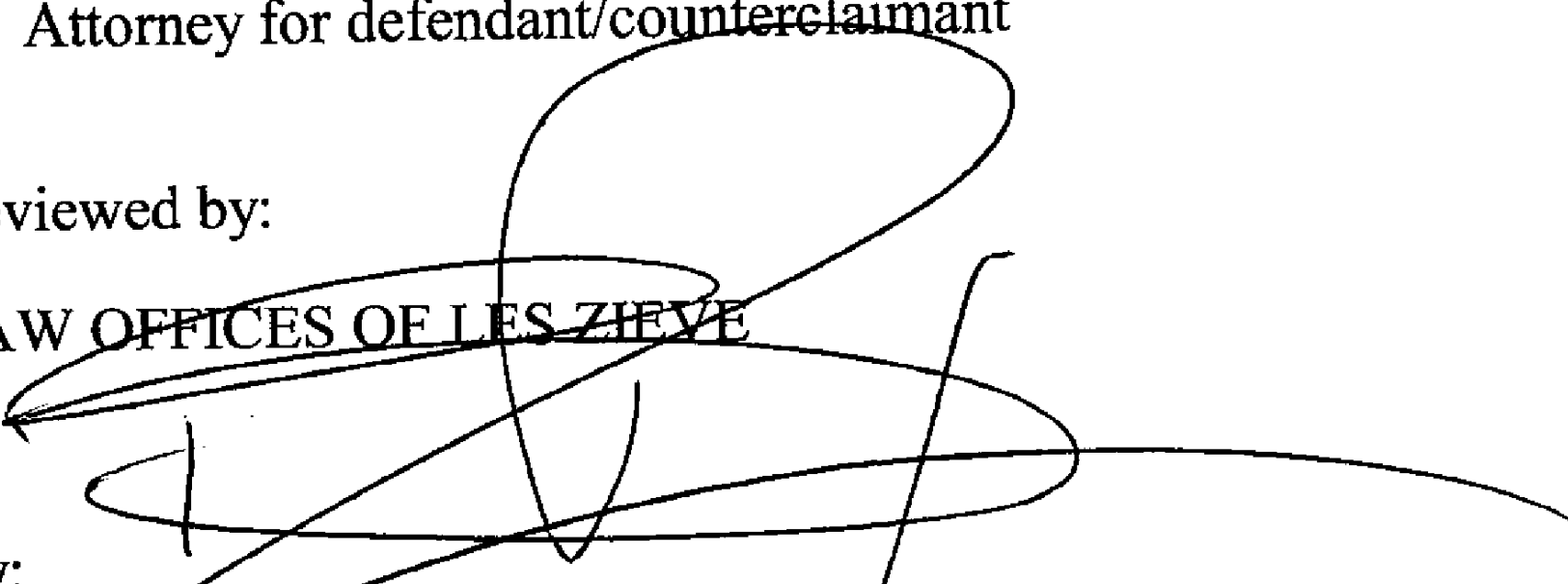
9 Respectfully submitted by:

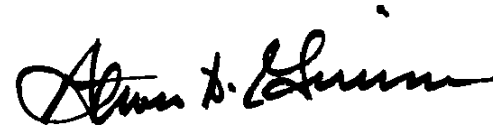
10 LAW OFFICES OF
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13 By: 
14 MICHAEL F. BOHN, ESQ.
15 JEFF ARLITZ, ESQ.
16 376 East Warm Springs Road, Ste. 140
17 Las Vegas, NV 89119
18 Attorney for defendant/counterclaimant

19
20 Reviewed by:

21 LAW OFFICES OF LES ZIEVE

22 By: 
23 BENJAMIN D. PETIPRIN, ESQ.
24 3754 Howard Hughes Pkwy, Ste. 200
25 Las Vegas, NV 89169
26 Attorney for plaintiff/counterdefendant
27
28



CLERK OF THE COURT

AACC
LAW OFFICES OF LES ZIEVE
Benjamin D. Petiprin, Esq. (NV Bar 11681)
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
Tel: (702) 948-8565
Fax: (702) 446-9898

Attorneys for plaintiff U.S. Bank National Association, ND

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION ND, a
national association,

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY
AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL
REPRESENTATIVES OF GEORGE R.
EDWARDS ESTATE, OR DULY
APPOINTED, QUALIFIED, AND ACTING
EXECUTOR OF THE WILL OF THE
ESTATE OF GEORGE R. EDWARDS;
RESOURCES GROUP, LLC, a Nevada
limited-liability company; GLENVIEW WEST
TOWNHOMES ASSOCIATION, a Nevada
non-profit corporation; DOES 4 through 10,
inclusive, and ROES 1 through 10, inclusive.

Defendants.

CASE NO.: A-12-667690-C

DEPT. NO.: XVIII

ANSWER TO COUNTERCLAIM

Plaintiff U.S. Bank National Association, as the successor-in-interest to U.S. Bank National Association, N.D. ("U.S. Bank" or "Defendant") answers the counterclaim of defendant Resources Group, LLC ("Resources Group" or "Plaintiff") as follows:

///

1 **ALLEGATIONS**

2 1. Defendant denies the allegations in paragraphs 6-8 and 10-11.

3 2. Defendant is without sufficient information or belief to admit or deny the
4 allegations in paragraphs 1-3 and on that basis denies them.

5 3. There are no allegations to admit or deny in paragraph 9.

6 **AFFIRMATIVE DEFENSES**

7 **FIRST AFFIRMATIVE DEFENSE**

8 **(Failure to State a Claim)**

9 Plaintiff fails to state a claim on which relief can be granted.

10 **SECOND AFFIRMATIVE DEFENSE**

11 **(Statute of Limitations)**

12 All causes of action alleged by Plaintiff are barred by the applicable statute of
13 limitations.

14 **THIRD AFFIRMATIVE DEFENSE**

15 **(Waiver)**

16 All causes of action alleged by Plaintiff are barred by the doctrine of waiver, laches, and
17 estoppel.

18 **FOURTH AFFIRMATIVE DEFENSE**

19 **(Unclean Hands)**

20 All causes of action alleged by Plaintiff are barred by the doctrine of unclean hands.

21 **FIFTH AFFIRMATIVE DEFENSE**

22 **(Statute of Frauds)**

23 All causes of action alleged by Plaintiff are barred by the applicable statute of frauds.

24 **SIXTH AFFIRMATIVE DEFENSE**

25 **(Equitable Estoppel)**

26 The conduct of Plaintiff bars any relief under the principles of equitable estoppel.

27 **SEVENTH AFFIRMATIVE DEFENSE**

28 **(Attorney's Fees and Costs)**

There is no basis for recovery of attorney's fees or costs from Defendant.

EIGHTH AFFIRMATIVE DEFENSE

(Void Foreclosure Sale)

1 The Sale is void for failure to comply with the provisions of NRS Chapter 116 and other
2 provisions of law.

3 **NINTH AFFIRMATIVE DEFENSE**
4 **(Reduction of Damages Based on Third Party Fault)**

5 Defendant is entitled to have any award against them reduced or eliminated to the extent
6 that the negligence, carelessness, or defect resulted from the acts/omissions or comparative fault
7 of other persons that contributed to Plaintiff's damages, if any.

8 **TENTH AFFIRMATIVE DEFENSE**
9 **(No Standing)**

10 Plaintiff lacks standing to bring some or all of their claims and causes of action.

11 **ELEVENTH AFFIRMATIVE DEFENSE**
12 **(Failure to Provide Notice)**

13 Defendants was not provided proper notice of the "super-priority" assessment amounts
14 and the homeowner's association foreclosure sale, and any such notice provided to Defendant
15 failed to comply with the statutory and common law requirements of Nevada and with state and
16 federal constitutional law.

17 **TWELFTH AFFIRMATIVE DEFENSE**
18 **(Plaintiff is Not Entitled to Relief)**

19 Defendant denies that the Plaintiff is entitled to any relief for which it prays.

20 **THIRTEENTH AFFIRMATIVE DEFENSE**
21 **(Failure to Do Equity)**

22 Defendants aver the affirmative defense of failure to do equity.

23 **FOURTEENTH AFFIRMATIVE DEFENSE**
24 **(Plaintiff is not a Bona Fide Purchaser for Value)**

25 Plaintiff purchased the property with record notice of the interest of the senior deed of
26 trust recorded against the property.

27 **FIFTEENTH AFFIRMATIVE DEFENSE**
28 **(Void for Vagueness)**

To the extent that Plaintiff's interpretation of NRS 116.3116 is accurate, the statute, and
Chapter 116, are void for vagueness as applied to this matter.

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LAW OFFICES OF LES ZIEVE

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CERTIFICATE OF MAILING

I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not a party to nor interested in the within matter; that on the 20th day of February 2014 service of the **ANSWER TO COMPLAINT** was made:

- () by serving the following parties electronically through CM/ECF as set forth below;
- () by faxing a copy to the numbers below;
- (X) by depositing a copy in the United States Mail postage prepaid to the parties listed below:

George R. Edwards Trust
c/o Robert Hazell
14983 Mammoth Place
Fontana, CA 92336
Defendant

ANY AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL REPRESENTATIVES
OF GEORGE R. EDWARDS ESTATE,
OR DULY APPOINTED, QUALIFIED,
AND ACTING EXECUTOR OF THE WILL OF
THE ESTATE OF GEORGE R. EDWARDS; RESOURCES GROUP, LLC
14983 Mammoth Place
Fontana, CA 92336
Defendant

Resource Group, LLC
C/O/ Nevada Secretary of State
202 N. Casron City St.
Carson City, NV 89701
Defendant

Glenview West Townhomes
8945 West Ruseel Rd. Suite 330
Las Vegas, NV 89148
Defendant

/s/ Michele Dapello
Michele Dapello, an employee of
Law Offices of Les Zieve

JCCR

LAW OFFICES OF LES ZIEVE

Benjamin D. Petiprin, Esq. (NV Bar 11681)

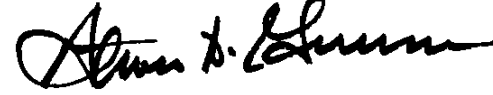
3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Tel: (702) 948-8565

Fax: (702) 446-9898

Attorney for Plaintiff U.S. Bank National Association, ND



CLERK OF THE COURT

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION ND,
a national association,

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY
AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL
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RESOURCES GROUP, LLC, a Nevada
limited-liability company; GLENVIEW WEST
TOWNHOMES ASSOCIATION, a Nevada
non-profit corporation; DOES 4 through 10,
inclusive, and ROES 1 through 10, inclusive.

Defendants.

CASE NO.: A-12-667690-C

DEPT. NO.: XVIII

JOINT CASE CONFERENCE REPORT

DISCOVERY PLANNING/DISPUTE
CONFERENCE REQUESTED:

YES _____ NO X

SETTLEMENT CONFERENCE
REQUESTED:

YES _____ NO X

RESOURCES GROUP, LLC,

Counter-claimant,

vs.

U.S. BANK NATIONAL ASSOCIATION, ND,
a national association,

Counter-defendant

///

///

I.

PROCEEDINGS PRIOR TO JOINT CASE CONFERENCE REPORT

A. DATE OF FILING COMPLAINT: August 30, 2012.

B. DATE OF FILING AND SERVICE OF ANSWER BY EACH DEFENDANT:

Defendant Resources Group, LLC (“Defendant” or “Counter-Claimant”) filed an answer and counterclaim on July 16, 2014. Plaintiff U.S. Bank National Association, ND, (“Plaintiff” or “Counter-Defendant”) filed an answer to counterclaim on February 20, 2015.

C. DATE THAT EARLY CASE CONFERENCE WAS HELD AND WHO ATTENDED:

The Early Case Conference was held on March 26, 2015. Attorney Benjamin Petiprin (on behalf of Plaintiff) and Attorney Michael F. Bohn (on behalf of Defendant) appeared.

II.

DESCRIPTION OF NATURE OF THE ACTION AND EACH CLAIM FOR RELIEF OR

DEFENSE [16.1(c)(1)]:

A. DESCRIPTION OF THE ACTION: Judicial foreclosure of real property.

B. CLAIMS FOR RELIEF of Plaintiff: Judicial foreclosure of deed of trust.

C. DEFENSES of Defendant: Plaintiff fails to state a claim, Plaintiff’s damages caused by own acts or omissions, damages caused by third party, laches, unclean hands, equitable estoppel, Plaintiff failed to mitigate damages.

D. COUNTER-CLAIMS FOR RELIEF of Defendant: Declaratory Relief.

E. DEFENSES of Plaintiff: Counter-Claimant fails to state a claim, statute of limitations, waiver, doctrine of unclean hands, statute of frauds, equitable estoppel, no basis for recovery of attorney’s fees or costs from Counter-Defendant, foreclosure sale void or voidable, reduction of damages based on third party fault, Counter-Claimant lacks standing, Counter-Defendant not provided proper notice of super-priority assessment amounts and homeowner’s association foreclosure sale, Counter-Claimant is not entitled to relief, failure to do equity, Plaintiff is not a bona fide purchaser for value, void for vagueness, due process violations, commercial unreasonableness, failure to comply with NRS 116.3115, reservation of rights.

///

1 III.
2 **LIST OF ALL DOCUMENTS, DATA COMPILATIONS, AND TANGIBLE THINGS IN**
3 **THE POSSESSION, CUSTODY OR CONTROL OF EACH PARTY WHICH WERE**
4 **IDENTIFIED OR PROVIDED AT THE EARLY CASE CONFERENCE OR A RESULT**
5 **THEREOF [16.1(a)(1)(B) and 16.1(c)(4)]:**

6 **A. Plaintiff:**

7 1. Legal Description of Subject Property

8 [USB0001]

9 2. Delinquent Taxes for the Fiscal Year 2003-2004

10 [USB0002 – 0004]

11 3. U.S. Bank Equiline Agreement

12 [USB0005 – 0010]

13 4. Deed of Trust (With Future Advance Clause)

14 [USB0011 – 0019]

15 5. Notice of Claim of Lien

16 [USB0020 – 0022]

17 6. Tax Trustee Deed

18 [USB0023 – 0025]

19 7. Any and all exhibits produced by Resources Group, LLC in their 16.1 Initial Disclosures
20 or otherwise.

21 **B. Defendant:**

22 1. Tax Trustee Deed – recorded 06212013

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IV.

**LIST OF PERSONS IDENTIFIED BY EACH PARTY AS LIKELY TO HAVE
INFORMATION DISCOVERABLE UNDER RULE 26(b), INCLUDING
IMPEACHMENT OR REBUTTAL WITNESSES [16.1(a)(1)(A) and 16.1(c)(3)]:**

A. Plaintiff:

1. Person Most Knowledgeable
U.S. Bank National Association, ND
c/o The Law Offices of Les Zieve
3752 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
2. Person Most Knowledgeable
Iyad Haddad, Resources Group, LLC
c/o Michael F. Bohn, Esq.
376 E. Warm Springs Road, Ste. 140
Las Vegas, NV 89119
3. Person Most Knowledgeable
Glenview West Townhomes Association
c/o Leach, Johnson, Song and Gruchow as registered agent
8945 West Russell Rd., Suite 330
Las Vegas, NV 89148
4. Any and All Persons Unknown, Claiming to be Personal Representatives of
George R. Edwards Estate, or Duly Appointed, Qualified and Acting Executor of
the Will of the Estate of George R. Edwards
4254 Rollingstone Dr.
Las Vegas, NV 89103
5. Any and all witnesses identified by any other parties to this litigation.

B. Defendant:

1. Iyad Haddad, Resources Group, LLC
c/o Michael F. Bohn, Esq.
376 E. Warm Springs Road, Ste. 140
Las Vegas, NV 89119

///

///

///

V.

DISCOVERY AND MOTION DATES [16.1(b)(2) and 16.1(c)(2)]:

A. What changes, if any, should be made in the timing, form or requirements for disclosures under 16.1(a):

1. Plaintiff's view: None

2. Defendant's view: None

B. When disclosures under 16.1(a)(1) were made or will be made:

1. Plaintiff's disclosures: March 26, 2015

2. Defendant's disclosures: March 30, 2015

C. Subjects on which discovery may be needed:

1. Plaintiff's view: None

2. Defendant's view: None

D. Should discovery be conducted in phases or limited to or focused upon particular issues?

1. Plaintiff's view: No.

2. Defendant's view: No.

E. What changes, if any, should be made in limitations on discovery imposed under these rules and what, if any, other limitations should be imposed?

1. Plaintiff's view: None.

2. Defendant's view: None.

F. What, if any, other orders should be entered by court under Rule 26(c) or Rule 16(b) and (c):

1. Plaintiff's view: None.

2. Defendant's view: None.

G. Estimated time for trial:

1. Plaintiff's view: One to two days.

2. Defendant's view: One to two days.

///

VI.

DISCOVERY PLAN (16.1(c)(5)-(8)):

- A. **CLOSE OF DISCOVERY:** November 12, 2015;
- B. **LAST DAY TO FILE MOTIONS TO AMEND PLEADINGS OR ADD PARTIES:**
August 14, 2015;
- C. **INITIAL EXPERT WITNESS DISCLOSURES:** August 14, 2015;
- D. **REBUTTAL EXPERT WITNESS DISCLOSURES:** September 14, 2015;
- E. **DISPOSITIVE MOTION DEADLINE:** December 14, 2015.
- F. **TIME FOR TRIAL:** One to two days;
- G. **JURY DEMAND FILED:** No.

VII.

JURY DEMAND [16.1(c)(10)]:

A jury demand has been filed: No.

DATED: April 15, 2015

LAW OFFICES OF LES ZIEVE

By: /s/ Benjamin D. Petiprin
Benjamin D. Petiprin, Esq.
Attorney for Counter-Defendant
U.S. Bank National Association, ND

DATED: April 15, 2015

LAW OFFICES OF MICHAEL F. BOHN

By: /s/ Michael F. Bohn
Michael F. Bohn, Esq.
Attorney for Counter-Claimant
Resources Group, LLC

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not a party to nor interested in the within matter; that on the 15^h day of April 2015 service of the **JOINT CASE CONFERENCE REPORT** was made:

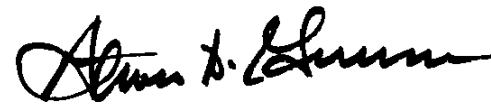
(X) by serving the following parties electronically through CM/ECF/WIZNET as set forth below;

() by depositing a copy in the United States Mail postage prepaid to the parties listed below:

Michael F. Bohn, Esq.
Law Offices of Michael F. Bohn
376 East Warm Springs Road, Ste. 140
Las Vegas, NV 89119
office@bohnlawfirm.com
mbohn@bohnlawfirm.com

Bonnie Bulla, Discovery Commissioner
8th Judicial District Court – Clark County
Regional Justice Center, 5th Floor
200 Lewis Center
Las Vegas, NV 89155
Courtesy Copy (via personal delivery)

/s/ Vivian Tran
Vivian Tran, an employee of
Law Offices of Les Zieve



CLERK OF THE COURT

DISTRICT COURT

CLARK COUNTY, NEVADA

DSO

U.S. BANK NATIONAL ASSOCIATION ND,
a national association,

Plaintiff,

v.

CASE NO. A667690
DEPT NO. XVI

GEORGE R. EDWARDS, an individual;
ANY AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL
REPRESENTATIVES OF GEORGE R.
EDWARDS ESTATE, OR DULY APPOINTED,
QUALIFIED, AND ACTING EXECUTOR OF
THE WILL OF THE ESTATE OF
GEORGE R. EDWARDS; RESOURCES
GROUP, LLC, a Nevada limited-
liability company; GLENVIEW WEST
TOWNHOMES ASSOCIATION, a Nevada
non-profit corporation; DOES 4
through 10, inclusive, and ROES 1
through 10, inclusive,

Defendants.

AND RELATED COUNTERCLAIM.

SCHEDULING ORDER

(Discovery/Dispositive Motions/Motions to Amend or Add Parties)

NATURE OF ACTION: **Foreclosure**

DATE OF FILING JOINT CASE CONFERENCE REPORT(S): **4/15/15**

TIME REQUIRED FOR TRIAL: **1-2 days**

DATES FOR SETTLEMENT CONFERENCE: **None Requested**

Counsel for Plaintiff:

Benjamin D. Petiprin, Esq., Law Offices of Les Zieve

. . .

RECEIVED
MAY 18 2015
CLERK OF THE COURT

DISCOVERY
COMMISSIONER

EIGHTH JUDICIAL
DISTRICT COURT

1 Counsel for Defendant RESOURCES GROUP, LLC:

2 **Michael F. Bohn, Esq., Law Offices of Michael F. Bohn**

3 Counsel representing all parties have been heard and after
4 consideration by the Discovery Commissioner,

5 IT IS HEREBY ORDERED:

6 1. all parties shall complete discovery on or before
7 11/12/15.

8 2. all parties shall file motions to amend pleadings or
9 add parties on or before 8/14/15.

10 3. all parties shall make initial expert disclosures
11 pursuant to N.R.C.P. 16.1(a)(2) on or before 8/14/15.

12 4. all parties shall make rebuttal expert disclosures
13 pursuant to N.R.C.P. 16.1(a)(2) on or before 9/14/15.

14 5. all parties shall file dispositive motions on or
15 before 12/14/15.

16 Certain dates from your case conference report(s) may have
17 been changed to bring them into compliance with N.R.C.P. 16.1.

18 Within 60 days from the date of this Scheduling Order, the
19 Court shall notify counsel for the parties as to the date of
20 trial, as well as any further pretrial requirements in addition
21 to those set forth above.

22 Unless otherwise directed by the court, all pretrial
23 disclosures pursuant to N.R.C.P. 16.1(a)(3) must be made at
24 least 30 days before trial.

25 . . .
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Motions for extensions of discovery shall be made to the Discovery Commissioner in strict accordance with E.D.C.R. 2.35. Discovery is completed on the day responses are due or the day a deposition begins.

Unless otherwise ordered, all discovery disputes (except disputes presented at a pre-trial conference or at trial) must first be heard by the Discovery Commissioner.

Dated this 15 day of May, 2015.

DISCOVERY COMMISSIONER

CERTIFICATE OF SERVICE

I hereby certify that on the date filed, I placed a copy of the foregoing DISCOVERY SCHEDULING ORDER in the attorney folder(s), mailed or e-served as follows:

Benjamin D. Petiprin, Esq.
Michael F. Bohn, Esq.

COMMISSIONER DESIGNEE



CLERK OF THE COURT

1 **SAO**

2 **LAW OFFICES OF LES ZIEVE**

3 Benjamin D. Petiprin, Esq. (NV Bar 11681)

4 Sherry A. Moore, Esq. (NV Bar 11215)

5 3753 Howard Hughes Parkway, Suite 200

6 Las Vegas, Nevada 89169

7 Tel: (702) 948-8565

8 Fax: (702) 446-9898

9 Attorney for Plaintiff U.S. Bank National Association, ND

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 U.S. BANK NATIONAL ASSOCIATION ND,
13 a national association,

14 Plaintiff,

15 vs.

16 GEORGE R. EDWARDS, an individual; ANY
17 AND ALL PERSONS UNKNOWN,
18 CLAIMING TO BE PERSONAL
19 REPRESENTATIVES OF GEORGE R.
20 EDWARDS ESTATE, OR DULY
21 APPOINTED, QUALIFIED, AND ACTING
22 EXECUTOR OF THE WILL OF THE
23 ESTATE OF GEORGE R. EDWARDS;
24 RESOURCES GROUP, LLC, a Nevada
25 limited-liability company; GLENVIEW WEST
26 TOWNHOMES ASSOCIATION, a Nevada
27 non-profit corporation; DOES 4 through 10,
inclusive, and ROES 1 through 10, inclusive.

Defendants.

RESOURCES GROUP, LLC,

Counter-claimant,

vs.

U.S. BANK NATIONAL ASSOCIATION,
ND, a national association,

Counter-defendant

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

**STIPULATION AND ORDER TO
EXTEND DEADLINES (FIRST
REQUEST)**

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STIPULATION

Plaintiff U.S. Bank National Association, ND ("Plaintiff"), by and through its attorneys the Law Offices of Les Zieve, and Defendant/Counter-claimant Resources Group, LLC ("Defendant"), hereby agree and stipulate as follows:

1. The scheduled completion date for discovery is November 12, 2015;
2. A bench trial in the above-entitled matter is currently scheduled for February 29, 2016;
3. While Plaintiff had served a *subpoena duces tecum* on the HOA, with the deadline running prior to the discovery cutoff date, counsel for Defendant Glenview West Townhomes Association ("HOA") informed Plaintiff on October 27, 2015 that they will be unable to provide the requested documents prior to the October 30, 2015 deadline and have requested at least a 30-day extension to comply.
4. Further, Defendant first served on Plaintiff requests for admission, requests for production, and interrogatories on October 19, 2015, the responses to which are due after the discovery cutoff date. Moreover, considering that the responses to these discovery requests are contingent upon the records yet to be received from the HOA, Plaintiff will be unable to respond to Defendant's discovery requests prior to the November 12, 2015 cutoff date. Therefore, the parties will be unable to complete discovery prior to November 12, 2015.
5. Accordingly, the parties agree that the discovery cutoff date shall be extended to allow the parties to complete discovery, which includes:
 - 1) Receiving and reviewing the records in response to the *subpoena duces tecum* served on the HOA and serving same on Defendant;
 - 2) Responding to Defendant's discovery requests as indicated above; and
 - 3) Conducting any depositions of Defendant and/or the HOA with respect to the sufficient notice, tender, bona fide purchaser, and commercial unreasonableness issues as they relate to the HOA sale;

1 6. The Scheduling Order shall be modified such that the new deadline in which to
2 complete discovery shall be on or before April 15, 2016;

3 7. The Scheduling Order shall be modified such that the new deadline in which to
4 file dispositive motions shall be on or before May 16, 2016;

5 8. The bench trial currently scheduled for February 29, 2016 shall be postponed
6 for at least one-hundred-twenty (120) days as a result of the postponement of the deadlines for
7 discovery and dispositive motions;

8 9. Default was entered against Defendant George R. Edwards and All Persons
9 Unknown, Claiming to be Personal Representatives of George R. Edwards Estate, or Duly
10 Appointed, Qualified, and Acting Executor of the Will of the Estate of George R. Edwards on
11 March 26, 2013, for failure to file a responsive pleading or otherwise appear;

12 10. Default was entered against Defendants Glenview West Town Homes
13 Association on August 20, 2013, for failure to file a responsive pleading or otherwise appear.

14 **IT IS SO STIPULATED.**
15

16 DATED: October __, 2015

LAW OFFICES OF LES ZIEVE

17
18 By: 

Benjamin D. Petiprin, Esq.

Sherry A. Moore, Esq.

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Attorneys for Plaintiff

U.S. Bank National Association, ND

22 DATED: October 27, 2015

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

23
24 By: 

Michael F. Bohn, Esq.

376 E. Warm Springs Rd., Suite 140

Las Vegas, Nevada 89119

Attorneys for Defendant/Counter-Claimant

Resources Group, LLC

U.S. Bank National Association, ND v. Edwards, et al.
Case Number: A-12-667690-C

ORDER

Upon the stipulation of Plaintiff and Defendant/Counter-claimant, and good cause appearing, the Court hereby ORDERS, ADJUDGES AND DECREES each and every stipulation set forth above. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Scheduling Order filed on May 18, 2015, shall be modified such that the new deadline to complete discovery shall be March 14, 2016; the new deadline to file dispositive motions shall be April 13, 2016; and the bench trial shall be reset in accordance with this stipulation. *a*

Separate amended discovery scheduling order will not be issued.

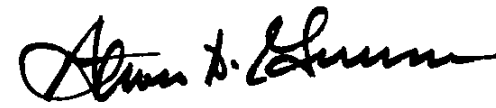
IT IS SO ORDERED.

Dated this 12 day of November, 2015.



BONNIE BULLA
DISCOVERY COMMISSIONER

TRIAL DATE TO BE SET
ON OR AFTER 5-31-16 *BT*



CLERK OF THE COURT

NEOJ

LAW OFFICES OF LES ZIEVE

Benjamin D. Petiprin, Esq. (NV Bar 11681)

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Tel: (702) 948-8565

Fax: (702) 446-9898

Attorney for Plaintiff U.S. Bank National Association, ND

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION ND,
a national association,

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY
AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL
REPRESENTATIVES OF GEORGE R.
EDWARDS ESTATE, OR DULY
APPOINTED, QUALIFIED, AND ACTING
EXECUTOR OF THE WILL OF THE
ESTATE OF GEORGE R. EDWARDS;
RESOURCES GROUP, LLC, a Nevada
limited-liability company; GLENVIEW WEST
TOWNHOMES ASSOCIATION, a Nevada
non-profit corporation; DOES 4 through 10,
inclusive, and ROES 1 through 10, inclusive.

Defendants.

RESOURCES GROUP, LLC,

Counter-claimant,

vs.

U.S. BANK NATIONAL ASSOCIATION, ND,
a national association,

Counter-defendant

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

**NOTICE OF ENTRY OF STIPULATION
AND ORDER TO EXTEND DEADLINES
(FIRST REQUEST)**

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that a Stipulation and Order to Extend Deadlines (First
3 Request) (“Order”) was entered on November 30, 2015 by the above-entitled Court. A true and
4 correct copy of the Order is attached hereto as **Exhibit “1”**.

5
6 DATED: November 30, 2015

LAW OFFICES OF LES ZIEVE

7
8
9 By: /s/ Benjamin D. Petiprin
10 Benjamin D. Petiprin, Esq.
11 Attorneys for Plaintiff
12 U.S. Bank National Association, ND
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EXHIBIT 1

EXHIBIT 1



CLERK OF THE COURT

1 **SAO**

2 **LAW OFFICES OF LES ZIEVE**

3 Benjamin D. Petiprin, Esq. (NV Bar 11681)

4 Sherry A. Moore, Esq. (NV Bar 11215)

5 3753 Howard Hughes Parkway, Suite 200

6 Las Vegas, Nevada 89169

7 Tel: (702) 948-8565

8 Fax: (702) 446-9898

9 Attorney for Plaintiff U.S. Bank National Association, ND

10 **EIGHTH JUDICIAL DISTRICT COURT**

11 **CLARK COUNTY, NEVADA**

12 U.S. BANK NATIONAL ASSOCIATION ND,
13 a national association,

14 Plaintiff,

15 vs.

16 GEORGE R. EDWARDS, an individual; ANY
17 AND ALL PERSONS UNKNOWN,
18 CLAIMING TO BE PERSONAL
19 REPRESENTATIVES OF GEORGE R.
20 EDWARDS ESTATE, OR DULY
21 APPOINTED, QUALIFIED, AND ACTING
22 EXECUTOR OF THE WILL OF THE
23 ESTATE OF GEORGE R. EDWARDS;
24 RESOURCES GROUP, LLC, a Nevada
25 limited-liability company; GLENVIEW WEST
26 TOWNHOMES ASSOCIATION, a Nevada
27 non-profit corporation; DOES 4 through 10,
inclusive, and ROES 1 through 10, inclusive.

Defendants.

RESOURCES GROUP, LLC,

Counter-claimant,

vs.

U.S. BANK NATIONAL ASSOCIATION,
ND, a national association,

Counter-defendant

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

**STIPULATION AND ORDER TO
EXTEND DEADLINES (FIRST
REQUEST)**

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STIPULATION

Plaintiff U.S. Bank National Association, ND ("Plaintiff"), by and through its attorneys the Law Offices of Les Zieve, and Defendant/Counter-claimant Resources Group, LLC ("Defendant"), hereby agree and stipulate as follows:

1. The scheduled completion date for discovery is November 12, 2015;
2. A bench trial in the above-entitled matter is currently scheduled for February 29, 2016;
3. While Plaintiff had served a *subpoena duces tecum* on the HOA, with the deadline running prior to the discovery cutoff date, counsel for Defendant Glenview West Townhomes Association ("HOA") informed Plaintiff on October 27, 2015 that they will be unable to provide the requested documents prior to the October 30, 2015 deadline and have requested at least a 30-day extension to comply.
4. Further, Defendant first served on Plaintiff requests for admission, requests for production, and interrogatories on October 19, 2015, the responses to which are due after the discovery cutoff date. Moreover, considering that the responses to these discovery requests are contingent upon the records yet to be received from the HOA, Plaintiff will be unable to respond to Defendant's discovery requests prior to the November 12, 2015 cutoff date. Therefore, the parties will be unable to complete discovery prior to November 12, 2015.
5. Accordingly, the parties agree that the discovery cutoff date shall be extended to allow the parties to complete discovery, which includes:
 - 1) Receiving and reviewing the records in response to the *subpoena duces tecum* served on the HOA and serving same on Defendant;
 - 2) Responding to Defendant's discovery requests as indicated above; and
 - 3) Conducting any depositions of Defendant and/or the HOA with respect to the sufficient notice, tender, bona fide purchaser, and commercial unreasonableness issues as they relate to the HOA sale;

1 6. The Scheduling Order shall be modified such that the new deadline in which to
2 complete discovery shall be on or before April 15, 2016;

3 7. The Scheduling Order shall be modified such that the new deadline in which to
4 file dispositive motions shall be on or before May 16, 2016;

5 8. The bench trial currently scheduled for February 29, 2016 shall be postponed
6 for at least one-hundred-twenty (120) days as a result of the postponement of the deadlines for
7 discovery and dispositive motions;

8 9. Default was entered against Defendant George R. Edwards and All Persons
9 Unknown, Claiming to be Personal Representatives of George R. Edwards Estate, or Duly
10 Appointed, Qualified, and Acting Executor of the Will of the Estate of George R. Edwards on
11 March 26, 2013, for failure to file a responsive pleading or otherwise appear;

12 10. Default was entered against Defendants Glenview West Town Homes
13 Association on August 20, 2013, for failure to file a responsive pleading or otherwise appear.

14 **IT IS SO STIPULATED.**
15

16 DATED: October __, 2015

LAW OFFICES OF LES ZIEVE

17
18 By: 

Benjamin D. Petiprin, Esq.

Sherry A. Moore, Esq.

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Attorneys for Plaintiff

U.S. Bank National Association, ND

22 DATED: October 27, 2015

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

23
24 By: 

Michael F. Bohn, Esq.

376 E. Warm Springs Rd., Suite 140

Las Vegas, Nevada 89119

Attorneys for Defendant/Counter-Claimant

Resources Group, LLC

U.S. Bank National Association, ND v. Edwards, et al.
Case Number: A-12-667690-C

ORDER

Upon the stipulation of Plaintiff and Defendant/Counter-claimant, and good cause appearing, the Court hereby ORDERS, ADJUDGES AND DECREES each and every stipulation set forth above. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Scheduling Order filed on May 18, 2015, shall be modified such that the new deadline to complete discovery shall be March 14, 2016; the new deadline to file dispositive motions shall be April 13, 2016; and the bench trial shall be reset in accordance with this stipulation. *a*

Separate amended discovery scheduling order will not be issued.

IT IS SO ORDERED.

Dated this 12 day of November, 2015.



BONNIE BULLA
DISCOVERY COMMISSIONER

TRIAL DATE TO BE SET
ON OR AFTER 5-31-16 *BT*

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CERTIFICATE OF SERVICE

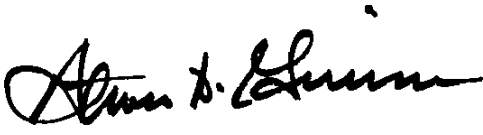
I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not a party to nor interested in the within matter; that on the 30th day of November 2015 service of the **NOTICE OF ENTRY OF STIPULATION AND ORDER TO EXTEND DEADLINES (FIRST REQUEST)** was made:

(X) by serving the following parties electronically through CM/ECF/WIZNET as set forth below;

() by depositing a copy in the United States Mail postage prepaid to the parties listed below:

Michael F. Bohn, Esq.
Law Offices of Michael F. Bohn
376 East Warm Springs Road, Ste. 140
Las Vegas, NV 89119
office@bohnlawfirm.com
mbohn@bohnlawfirm.com

/s/ Jenny Humphrey
Jenny Humphrey, an employee of
Law Offices of Les Zieve


CLERK OF THE COURT

MSJD
ZIEVE, BRODNAX & STEELE, LLP
Benjamin D. Petiprin, Esq. (NV Bar 11681)
Sherry A. Moore, Esq. (NV Bar 11215)
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
Tel: (702) 948-8565
Fax: (702) 446-9898

Attorney for plaintiff, U.S. Bank National Association as successor by merger to U.S. Bank National Association ND

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

U.S. BANK NATIONAL ASSOCIATION
ND, a national association,

Plaintiff,

vs.

GEORGE R. EDWARDS, an individual; ANY
AND ALL PERSONS UNKNOWN,
CLAIMING TO BE PERSONAL
REPRESENTATIVES OF GEORGE R.
EDWARDS ESTATE, OR DULY
APPOINTED, QUALIFIED, AND ACTING
EXECUTOR OF THE WILL OF THE
ESTATE OF GEORGE R. EDWARDS;
RESOURCES GROUP, LLC, a Nevada
limited-liability company; GLENVIEW WEST
TOWNHOMES ASSOCIATION, a Nevada
non-profit corporation; DOES 4 through 10,
inclusive, and ROES 1 through 10, inclusive.

Defendants.

RESOURCES GROUP, LLC,

Counter-claimant,

vs.

U.S. BANK NATIONAL ASSOCIATION,
ND, a national association,

Counter-defendant

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

**U.S. BANK NATIONAL
ASSOCIATION, ND'S MOTION FOR
SUMMARY JUDGMENT**

*Filed Concurrently With: Affidavit of Julie
Lor in Support of Motion for Summary
Judgment*

COMES NOW Plaintiff, U.S. Bank National Association as successor by merger to U.S. Bank National Association ND ("U.S. Bank"), who submits the following Motion for Summary Judgment.

NOTICE OF MOTION

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

YOU AND EACH OF YOU PLEASE TAKE NOTICE that the foregoing Motion for Summary Judgment will come regularly for hearing in Department XVI of the above-entitled court on the 16 day of JUNE 2016, at 9:00A am/pm or as soon after as counsel may be heard.

DATED: May 16, 2016

ZIEVE, BRODNAX & STEELE, LLP

By: /s/ Sherry A. Moore
Sherry A. Moore, Esq.
Benjamin D. Petiprin, Esq.
Attorneys for Plaintiff
U.S. Bank National Association as successor
by merger to U.S. Bank National
Association ND

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5. On October 18, 2011, HOA though its agent Alessi & Koenig, LLC recorded the Notice of Trustee's Sale in book number 20111013 as instrument number 0001535 in the Official Records and attached as **Exhibit "2"**.

6. On January 25, 2012, the Property was sold at public auction for \$5,331.00, and non-party 4254 Rolling Stone Dr Trust was the highest bidder at the Sale. *See* Trustee's Deed Upon Sale which recorded in book number 20120131 as instrument number 0001704 in the Official Records on January 31, 2012 in the Official Records and attached as **Exhibit "3"**.

7. On or about May 29, 2012, 4254 Rolling Stone Dr Trust was conveyed to Resources Group LLC. See Grant, Bargain, Sale Deed which recorded in book number 20120529 as instrument number 0002144 in the Official Records and attached as **Exhibit “4”**.

8. Defendant Resources Group (“Resources Group”) is the current record title owner of the Property.

II. LEGAL ARGUMENT

A. STANDARD OF REVIEW

In Nevada, “[s]ummary judgment is appropriate under NRCP 56 when the pleadings, depositions, answers to interrogatories, admissions, and affidavits, if any, that are properly before the court demonstrate that no genuine issue of material fact exists, and the moving party is entitled to judgment as a matter of law.” *Wood v. Safeway, Inc.*, 121 Nev. 724, 731, 121 P.3d 1026, 1031 (Nev. 2005)(citation omitted); *see also* NRCP 56(c). “The substantive law controls which factual disputes are material and will preclude summary judgment; other factual disputes are irrelevant.” *Wood*, 121 Nev. at 731 (citing *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). “[C]onclusory statements along with general allegations do not create an issue of fact.” *Yeager v. Harrah’s Club, Inc.*, 111 Nev. 830, 833, 897 P.2d 1093, 1095 (1995). Rather, a genuine issue of material fact exists only where the evidence is sufficient for a reasonable jury to return a verdict for the nonmoving party. *Valley Bank of Nevada v. Marble*, 105 Nev. 366, 367, 775 P.2d 1278, 1279 (1989). “Although evidence presented in support of a motion for summary judgment must be construed in the light most favorable to the nonmoving party, that party must set forth facts demonstrating the existence of a genuine issue in order to withstand a unfavorable

summary judgment.” *Sustainable Growth Initiative Comm. v. Jumpers, LLC*, 122 Nev. 53, 61, 128 P.3d 452, 458 (2006). The non-moving party is “not entitled to build a case on the gossamer thread of whimsy, speculation, and conjecture.” *Wood*, 121 P.3d at 1031 (quoting *Collins v. Union Fed. Savings & Loan*, 662 P.2d 610, 621 (1983) (citations omitted)). Rather, the non-moving party “must come forward with specific facts showing that there is a genuine issue for trial.” *Id.* (emphasis in original).

**B. U.S. BANK IS ENTITLED TO SUMMARY JUDGMENT BASED ON
BORROWER’S DEFAULT UNDER THE NOTE AND DEED OF TRUST**

Nevada Revised Statutes §§ 40.430 et seq. provides the statutory framework for judicial actions for foreclosure of real mortgages in Nevada and “must be construed to permit a secured creditor to realize upon the collateral for a debt or other obligation agreed upon by the debtor and creditor when the debt or other obligation was incurred.” NRS 40.430(2). In an action for judicial foreclosure, “the judgment must be rendered for the amount found due the plaintiff, and the court, by its decree or judgment, may direct a sale of the encumbered property, or such part thereof as is necessary, and apply the proceeds of the sale as provided in NRS 40.462.” NRS 40.430(1). “[A] creditor of a note secured by real property must first pursue judicial foreclosure before recovering from the debtor directly.” *McDonald v. D.P. Alexander & Las Vegas Boulevard, LLC*, 121 Nev. 812, 816, 123 P.3d 748, 750 (2005).

**1. U.S. Bank is Entitled to Enforce the Note and Deed of Trust, as it is the
Beneficiary of the Deed of Trust and Payee of the Note**

U.S. Bank, as the original and current beneficiary of the Deed of Trust, is entitled to enforce same by commencing foreclosure. *See Edelstein*, 286 P.3d at 254 (noting that the beneficiary of a deed of trust is provided a lien interest as security for the underlying debt, subject to the laws on foreclosure and sale) (citing *Hamm v. Arrowcreek Homeowners’ Ass’n*, 124 Nev. 290, 298-99, 183 P.3d 895, 901-02 (2008); *Orr v. Ulyatt*, 23 Nev. 134, 140, 43 P. 916, 917-18 (1896)). Moreover, U.S. Bank is the current payee and holder of the Note and is therefore entitled to enforce same. *See* NRS 104.1201(u) (holder is the person in possession of a

1 negotiation instrument that is payable either to bearer or to an identified person that is the person
2 in possession); NRS 104.3301 (holder of the note is entitled to enforce it).

3 **2. U.S. Bank Elected To Accelerate the Amounts Owed on the Loan Due to the**
4 **Default of Borrower**

5 Borrower must pay the principal and interest on the debt evidenced by the Note and
6 failure to make such payments constitutes default and breach of the Deed of Trust. Upon default,
7 the beneficiary may accelerate the full payment of the Note and invoke the power of sale and any
8 other remedies permitted by law.

9 Borrower failed to make the November 2, 2011 payment on the Note and all payments
10 due thereafter, resulting in default under the terms of the Note and Deed of Trust. Borrower has
11 failed to produce any evidence (by way of initial disclosures) or propound discovery requests on
12 U.S. Bank that could substantiate that Borrower is not in default. *See Farrakhan v. Gregoire*,
13 590 F.3d 989 (9th Cir. 2004) (holding that a party opposing summary judgment may not assume
14 that the allegations and assertions in its pleadings will be taken as true); *King v. Cartlidge*, 121
15 Nev. 926, 928, 124 P.3d 1161, 1162-63 (2005). A mere pleading cannot create a genuine issue
16 of fact - the party opposing summary judgment must come forward with affirmative evidence in
17 the form of affidavits and exhibits, etc., that set forth “specific” facts showing that there is a
18 genuine issue of material fact for trial. NRCP 56(e); *see also Beard v. Banks*, 548 U.S. 521
19 (2006); *Celotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986), cert. denied, 484 U.S. 1066 (1988).
20 As such, there remains no defense or general issue of material fact left for trial.

21 Therefore, U.S. Bank has elected to accelerate the amounts owed on the Loan as
22 evidenced by filing the operative Complaint for Judicial Foreclosure of Deed of Trust (the
23 “Complaint”). The unpaid principal balance, together with interest as allowed at the Note rate
24 through May 31, 2016 totals \$63,443.76.

25 U.S. Bank is entitled to a judgment of this Court ordering the Property sold at foreclosure
26 in order to satisfy the amount due and payable. *See* NRS 40.430(1). Finally, U.S. Bank seeks
27 attorney’s fees and costs incurred in prosecuting this matter from Borrower pursuant to that
28 provision in the Deed of Trust.

1
2 **C. U.S. BANK IS ENTITLED TO SUMMARY JUDGMENT BECAUSE THE HOA**
3 **FORECLOSURE SALE IS VOID**

4 **1. The HOA Foreclosure Sale is Void Because HOA Trustee, Alessi & Koenig,**
5 **Failed to Comply with NRS 116.3116 and NRS 107.090**

6 While U.S. Bank contends that NRS 116.3116 et seq. is facially unconstitutional (see the
7 argument below), assuming this Court disagrees and holds that incorporation by reference to
8 NRS 107.090 makes the statute constitutionally firm, the sale is still void because U.S. Bank
9 introduces evidence which makes it clear that the HOA Trustee, Alessi & Koenig, did not
10 properly serve the Notice of Default on U.S. Bank. NRS 107.090(3)(b) requires that notice be
11 given to “[e]ach person with an interest who interest or claimed interest is subordinate to the
12 [HOA lien]....”. U.S. Bank is and always has been the sole beneficiary of record (i.e., beneficial
13 interest in the Deed of Trust has not changed since inception of the loan). While Alessi &
14 Koenig may have mailed the Notice of Sale to U.S. Bank via certified mail (“may” being the
15 operative word, as Alessi & Koenig did not produce an Affidavit of Mailing indicating the
16 Notice of Sale was in fact mailed to U.S. Bank or any other party, nor are there any return
17 receipts confirming U.S. Bank and the other parties actually received the notices: *see Exhibit*
18 **“5” [Bates USB0081-0084; USB0186-0187]**), the evidence shows that Alessi & Koenig did not
19 mail the Notice of Default to U.S. Bank. Instead, Alessi & Koenig mailed the Notice of Default
20 to: George R. Edwards Trust, US Recordings, Robert Hazell, Republic Services, and Law Office
21 of AJ Kun, Ltd. *See Exhibit “6” [Bates USB0075-78; USB 0235-238]*.

22 The Deed of Trust specifically provides two addresses for U.S. Bank (4325 17th Avenue
23 SW, Fargo, ND 58103 and 111 SW Fifth Avenue, Portland, OR 97204), but Alessi & Koenig
24 chose to mail the Notice of Default to US Recordings c/o 2925 County Drive Ste. 201, St. Paul,
25 MN 55117 (listed on the upper left-hand corner of the Deed of Trust), an entity that never had a
26 recorded beneficial interest in the Property. While the Deed of Trust requests that the Recorder’s
27 Office send a copy of the recorded Deed of Trust to US Recordings, the Deed of Trust itself
28 makes it perfectly clear that U.S. Bank is the current beneficiary of record, and therefore the

1 party entitled to notice under NRS 107.090. While Resources Group may argue that notice to
2 U.S. Recordings is notice to U.S. Bank, the HOA and Alessi & Koenig still had knowledge that
3 U.S. Bank was and is the real party in interest and has been since inception of the loan, and yet
4 they failed to properly serve the Notice of Default on U.S. Bank. The fact that Alessi & Koenig
5 did in fact serve the Notice of Sale on U.S. Bank at both of U.S. Bank's addresses listed in the
6 Deed of Trust further demonstrates it had knowledge of the identity of the real party in interest.
7 Since Alessi & Koenig failed to properly serve the Notice of Default on U.S. Bank, it failed to
8 comply with NRS 116.3116 and NRS 107.090. As a result, the sale is absolutely void. *See*
9 *Nevada Land & Mortg. Co. v. Hidden Wells Ranch, Inc.*, 435 P.2d 198, 200 (Nev. 1967) (stating
10 that a foreclosure sale is void if not done in accordance with the foreclosing party's power of sale
11 and "applicable law"); *In re Cedano*, 470 B.R. 522, 530 (9th Cir. B.A.P. 2012) (stating that
12 "substantially defective sales have been held to be void"). When a sale is void, it is
13 "ineffectual." *Deep v. Rose*, 364 S.E.2d 228, 232 (Va. 1988). "No title, legal or equitable,
14 passes to the purchaser." *Id*; *see also Gilroy v. Ryberg*, 667 N.W.2d 544, 554 (Neb. 2003)
15 (stating "when a sale is void, 'no title, legal or equitable, passes to the sale purchaser or
16 subsequent grantees'" even if the property is bought by a bona fide purchaser (quoting 1 Grant S.
17 Nelson & Dale A. Whitman, Real Estate Finance Law § 7.20 (3d ed. 1993) & citing 12
18 Thompson on Real Property, § 101.04(c)(2)(ii) at 403 (David A. Thomas ed. 1994)). Therefore,
19 Resources Group cannot assert any legal or equitable interest in the property.

20 **2. The HOA Foreclosure Sale is Void Because NRS 116.3116 et seq. is Facially**
21 **Unconstitutional Due to "Opt-In" Noticing Provisions.**

22 A facial constitutional challenge asks a court to hold that a statute is void because the
23 alleged violation is intrinsic to the statute's terms, not its application. *Ezell v. City of Chicago*,
24 651 F.3d 684, 497 (7th Cir. 2011) (stating that a facial challenge is made "by attacking only the
25 laws"). In other words, the statute is facially unconstitutional because it violated a constitutional
26 right from the day it was enacted. *Id.* at 698-99 (holding that the City Council violated the
27 Second Amendment when it created a gun law mandating firing-range training); *Seguin v. City of*
28

1 *Sterling Heights*, 968 F.2d 584, 589-90 (6th Cir. 1992) (in a due process challenge holding that
2 the plaintiffs' injury occurred when the City Council passed the zoning ordinance at issue).

3 Importantly, "individual application of facts do not matter" in a facial challenge and "the
4 plaintiff's personal situation becomes irrelevant. It is enough that '[w]e have only the [statute]
5 itself' and the 'statement of basis and purpose that accompanied its promulgation.'" *Ezell*, 651
6 F.3d at 697 (citing *Reno v. Flores*, 507 U.S. 292 (1993)); *see also John Doe No. 1 v. Reed*, 561
7 U.S. 186 (2010) ("The important point is that plaintiff's claim and the relief that would follow ...
8 reach beyond the particular circumstances of [the] plaintiffs."). To put it simply, facial
9 challenges attack the terms of a statute.

10 **a. A facial challenge to NRS 116.3116 et seq. is an issue of first impression for**
11 **the Nevada Supreme Court**

12 The Nevada Supreme Court has never addressed a direct facial challenge to NRS
13 116.3116. In fact, the only time that Court has discussed the Statute's due process shortcomings
14 was in *SFR Investments Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (Nev. 2014). There, U.S.
15 Bank made an as-applied – not facial – challenge to the Statute, arguing that "due process
16 requires specific notice indicating the amount of the super priority piece of the lien . . ." *Id.*, 334
17 P.3d at 418. However, the Nevada Supreme Court declined to address the bank's as-applied
18 challenge because, "at the pleadings stage, we credit the allegations of the complaint that SFR
19 provided all statutorily required notices as true and sufficient to withstand a motion to dismiss."
20 *Id.* Thus, solely because a court takes the allegations of a complaint as true for the purposes of a
21 motion to dismiss, the Nevada Supreme Court assumed, or was procedurally bound to hold, that
22 the plaintiff had complied with the Statute's notice requirements in the face of an "as-applied"
23 challenge. *Id.*; *see also Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 227-28, 181 P.3d
24 670, 672 (2008).

25 Importantly, *SFR Investments* never addressed whether notice was or was not
26 constitutionally required. Instead, all parties acknowledged that notice there was received –
27 U.S. Bank only disputed the sufficiency of the notice and information provided. Here, in
28 contrast, U.S. Bank asserts a direct facial challenge to the Statute. In a facial challenge, the

1 particular facts of the case are irrelevant and a purely legal question is presented to the Court that
2 is appropriate for determination at the motion to dismiss stage. *Ezell*, 651 F.3d at 697; *Hacienda*,
3 353 F.3d at 656. This Court need only evaluate whether the terms of the Statute itself violate a
4 constitutional right.

5 **b. Due process requires that lienholders receive notice prior to foreclosure of**
6 **real property**

7 The due process provisions of the United States Constitution require that “at a minimum,
8 [the] deprivation of life, liberty or property by adjudication be preceded by notice and
9 opportunity for hearing appropriate to the nature of the case.” *Mullane v. Central Hanover Bank*
10 *& Trust Co.*, 339 U.S. 306, 314 (1950). The United States Supreme Court has established the
11 well-settled rule that state action affecting real property must be accompanied by notice of the
12 action. “An elementary and fundamental requirement of due process in any proceeding which is
13 to be accorded finality is notice reasonably calculated, under all circumstances, to apprise
14 interested parties of the pendency of the action and afford them an opportunity to present their
15 objections.” *Tulsa Prof'l Collection Services, Inc. v. Pope*, 485 U.S. 478, 484 (1988).

16 The United States Supreme Court made this point particularly clear in *Mennonite Bd. of*
17 *Missions v. Adams*, 465 U.S. 791 (1983), holding that any party with an interest in real property
18 subject to deprivation must receive actual notice of the event that causes the deprivation.
19 Additionally, “when notice is a person’s due, process which is a mere gesture is not due
20 process.” *Mullane*, 339 U.S. at 314. Moreover, “[n]otice by mail or other means as certain to
21 ensure actual notice is a minimum constitutional precondition to a proceeding which will
22 adversely affect the liberty or property interests of any party, whether unlettered or well versed in
23 commercial practice.” *Mennonite*, 462 U.S. at 798. While diligence may differ depending on
24 the context, *Mennonite* requires that reasonable steps be taken to provide actual notice to
25 interested parties. *See Id.*, 462 U.S. at 795-800.

26 **c. Statutory “opt-in” notice provisions do not satisfy due process requirements**

27 “Opt-in” notice provisions have repeatedly been held to violate Constitutional due
28 process requirements. In the years following the *Mullane* and *Mennonite* decisions, several states

1 attempted to circumvent notice requirements when real property was at issue. Among the most
2 popular was the use of an “opt in” provision – meaning that a state’s foreclosure statute would
3 require no notice to interested parties unless that interested party affirmatively requested such
4 notice, as is the case here. In *Small Engine Shop, Inc. v. Cascio*, the United States Court of
5 Appeals for the Fifth Circuit conducted an in-depth analysis of Louisiana’s “opt in” clause and
6 concluded it did not satisfy due process requirements. 878 F.2d 883, 893 (5th Cir. 1989).
7 Louisiana’s “opt in” statute did not mandate notice to all interested parties. Instead, just like the
8 NRS 116.3116, it required an individual or entity to affirmatively request notice. *Small Engine*,
9 878 F.2d at 885-86.

10 On appeal, the Fifth Circuit recognized that Louisiana’s burden-shifting statute was at the
11 center of the controversy. The court analyzed the validity of the statute through lenses of
12 *Mennonite* and *Mullane*. *Id.* at 888. The court ultimately held that the statute “as interpreted by
13 the district court, cannot be squared with Mennonite’s allocation of notice burdens.” *Id.* at 890;
14 *see also Davis Oil Co. v. Mills*, 873 F.2d 774, 787-88 (5th Cir. 1989) (reaching an identical
15 conclusion). Thus, where a statute’s sole notice provision is a burden-shifting “opt-in”
16 provision, the statute is unconstitutional because it does not satisfy either federal or state due
17 process requirements.

18 **d. Nevada’s “opt-in” provisions of NRS 116.3116 et seq. do not satisfy the**
19 **minimum notice requirements mandated by the Supreme Court, rendering**
20 **the statute void and unenforceable**

21 NRS 116.3116 et seq. does not include a mandatory notice provision to the lender. This
22 is its primary constitutional defect. While it expressly addresses notice requirements in four
23 separate provisions, none of those four provisions mandate actual notice to the lender. Instead,
24 each requires the lender to “opt in” and affirmatively request notice, as detailed below.

25
26 a. **Express Notice Provision One:** NRS 116.31162
27 does not require HOAs to provide notice of
28 delinquent assessment to lenders.

NRS 116.31162 governs the mailing of notice of delinquent assessments.

1 Foreclosure of liens: Mailing of notice of delinquent assessment;
2 recording of notice of default and election to sell; period during
3 which unit's owner may pay lien to avoid foreclosure; limitations
4 on type of lien that may be foreclosed.

5 1. Except as otherwise provided in subsection 4 ...the
6 association may foreclose its lien by sale after all of the following
7 occur:

8 (a) The association has mailed by certified or registered
9 mail, return receipt requested, **to the unit's owner or his or her**
10 **successor in interest, at his or her address, if known, and at the**
11 **address of the notice, a notice of delinquent assessment** which
12 states the amount of the assessments and other sums which are due
13 in accordance with subsection 1 of NRS 116.3116...

14 (emphasis added.) This first express notice provision sets forth exactly who an association
15 should notify before it commences foreclosure proceedings. Nowhere does NRS 116.31162
16 require that an association provide any notice to the lender of the delinquent assessment, in
17 violation of due process requirements.

18 b. **Express Notice Provision Two:** NRS 116.31163 does not
19 require HOAs to affirmatively provide notice of default and
20 election to sell to lenders.

21 The second express notice provision, NRS 116.31163, governs the mailing of the notice
22 of default and election to sell to certain interested persons.

23 Foreclosure of liens: Mailing of notice of default and election to sell to certain
24 interested persons.

25 The association or other person conducting the sale shall also mail,
26 within 10 days after the notice of default and election to sell is
27 recorded, a copy of the notice by first-class mail to:

28 1. **Each person who has requested notice pursuant to NRS**
107.090 or 116.31168;

1. **Any holder of a recorded security interest encumbering**
the unit's owner's interest who has notified the association, 30
days before the recordation of the notice of default, of the
existence of the security interest; and

2. A purchaser of the unit, if the unit's owner has notified the
association, 30 days before the recordation of the notice, that the
unit is the subject of a contract of sale and the association has been
requested to furnish the certificate required by NRS 116.4109.

(emphasis added.). Once again, this second express notice provision does not require mandatory
notice to the lender. Instead, each subsection governs how to "opt-in" and request notice. Nor

1 does reference to NRS 107.090 and 116.31168 constitutionally save this provision since both
2 provisions govern a request for notice (and further fails as detailed below). Conspicuously
3 absent is any language requiring an HOA to affirmatively notify the lender of the default and
4 election to sell in violation of basic due process requirements.

- 5
6 c. **Express Notice Provision Three:** NRS
7 116.311635 does not require HOAs to affirmatively
8 provide notice of the time and place of the
9 foreclosure sale.

10 The Statute's third notice provision, NRS 116.311635, governs mailing the notice of sale.

11 Foreclosure of liens: Providing notice of time and place of sale;
12 service of notice of sale; contents of notice of sale; proof of
13 service.

14 1. The association or other person conducting the sale shall also,
15 after the expiration of the 90 days and before selling the unit:

16 (a) Give notice of the time and place of the sale in the manner and
17 for a time not less than that required by law for the sale of real
18 property upon execution...as follows:

19 (1) A copy of the notice of sale must be mailed...to the unit's
20 owner or his or her successor in interest at his or her address, if
21 known, and to the address of the unit; and

22 (2) A copy of the notice of sale must be served, on or before the
23 date of first publication or posting, in the manner set forth in
24 subsection 2; and

25 (b) Mail, on or before the date of first publication or posting, a
26 copy of the notice by first-class mail to:

27 (1) Each person entitled to receive a copy of the notice of default
28 and election to sell notice under NRS 116.31163;

(2) **The holder of a recorded security interest or the purchaser
of the unit, if either of them has notified the association, before
the mailing of the notice of sale, of the existence of the security
interest, lease or contract of sale, as applicable; and**

(3) The Ombudsman.

(emphasis added.)

This third notice provision does not mandate affirmative notice to the lender. Again, just
like the other notice provisions, a lender must first request notice in order to receive notice in
violation of its due process rights.

1 d. **Express Notice Provision Four:** NRS 116.31168
2 does not require that an HOA provide notice to the
3 lender unless the lender first requests it.

4 The statute's final notice provision, like the other notice provisions, unconstitutionally
5 shifts the burden to lenders, requiring them to "opt in" in order to receive notice of foreclosure.
6 NRS 116.31168 states, in relevant part:

7 Foreclosure of liens: Requests by interested persons for notice of
8 default and election to sell; right of association to waive default
9 and withdraw notice or proceeding to foreclose.

10 1. The provisions of NRS 107.090 apply to the foreclosure of an
11 association's lien as if a deed of trust were being foreclosed. **The**
12 **request must identify the lien by stating the names of the unit's**
13 **owner and the common-interest community.**

14 (emphasis added).

15 Resources Group may argue that NRS 116.31168, when read in conjunction with NRS
16 107.090, creates an affirmative duty for an HOA to provide notice to lenders before commencing
17 foreclosure proceedings. This argument fails. The statutory text itself plainly refers to requests
18 by interested persons. The second sentence in NRS 116.31168(1) states that "[t]he *request* must
19 identify the lien by stating the names of the unit's owner and the common-interest community."
20 (emphasis added.) This demonstrates that the subject matter of this provision pertains to persons
21 or entities that have expressly requested notice.

22 Moreover, NRS 116.31168 only applies to a notice of default and election to sell and
23 does not apply to any other form of notice. Specifically, this provision fails to address the notice
24 of trustee's sale, a document required to be recorded before the sale can take place. Thus, even if
25 the provision required actual notice to the lender of the notice of default and election to sell (and
26 it does not), that alone is insufficient. The lender (and any interested party for that matter) must
27 additionally receive notice of the time and place of sale, and details to cure any alleged default.
28 Notice of only the breach without notice of the corresponding sale does not comply with the
minimum requirements of *Mullane*, *Mennonite*, or *Small Engine*, and fails to satisfy the lender's
constitutional due process rights before taking its interest in real property.

Additionally, any reliance upon NRS 107.090 (by incorporation through NRS 116.31168)
will not save the day. Just like NRS 116.31168, the caption of NRS 107.090 highlights the fact

1 that it is a “request for notice” provision, only governing an articulated request. NRS 107.090 is
2 titled: “Request for notice of default and sale: Recording and contents; mailing of notice; request
3 by homeowners’ association; effect of request.” (emphasis added.) NRS 107.090(1) goes on to
4 define a request from a “person with an interest” as “any person who has or claims any right, title
5 or interest in, or lien or charge upon, the real property described in the *deed of trust*...”
6 (emphasis added.). This provision states that:

7 1. As used in this section, “person with an interest” means any
8 person who has or claims any right, title or interest in, or lien or
charge upon, the real property described in the deed of trust...

9 2. **A person with an interest** or any other person who is or may
10 be held liable for any debt secured by a lien on the property
11 **desiring a copy of a notice of default or notice of sale** under a
12 deed of trust with power of sale upon real property **may at any**
13 **time after recordation of the deed of trust record in the office**
14 **of the county recorder** of the county in which any part of the real
15 property is situated **an acknowledged request for a copy of the**
16 **notice of default or of sale...**

17 3. The trustee or person authorized to record the notice of default
18 shall, within 10 days after the notice of default is recorded and
19 mailed pursuant to NRS 107.080, cause to be deposited in the
United States mail an envelope, registered or certified, return
receipt requested and with postage prepaid, containing a copy of
the notice, addressed to:

(a) Each person who has recorded a request for a copy of the
notice; and

(b) Each other person with an interest whose interest or claimed
interest is subordinate to the deed of trust.

20 NRS 107.090 (emphasis added). The first subsection defines “person with an interest,” while the
21 second subsection lays out the precise method the requesting party must use to request notice.
22 The remaining subsections, including subsection 3(b) upon which third-party purchasers often
23 rely, cannot apply to lenders for purposes of notice because their interest is not “subordinate to
24 the deed of trust” – their interest is the deed of trust. Moreover, even reading subsection 3(b) in
25 the light most favorable to Resources Group, that subsection would apply only to the notice of
26 default not the notice of sale. This is insufficient to satisfy minimum due process requirements.

27 ///

28 ///

///

1 **3. The HOA Foreclosure Sale is Void Because NRS 116.3116 et seq. is Facially**
2 **Unconstitutional by its Failure to Require Notice of the Conditions Precedent**
3 **to the Existence of Super-Priority Lien Rights.**

4 In addition to the “opt-in” deficiency, NRS 116.3116 et seq. is also facially invalid
5 because it fails to provide adequate notice of the conditions precedent to the existence of super-
6 priority lien rights. The evidence of this constitutional infirmity is found in the fact that an
7 association can conduct a lien sale in compliance with the black letter of the law and the buyer
8 does not know what it has purchased.

9 The United States Constitution prohibits “depriv[ation of] any person of life, liberty, or
10 property, without due process of law.” U.S. Const. amend. XIV, § 1. A corollary to this
11 constitutional prohibition is that laws must not be unconstitutionally vague—otherwise known as
12 the vagueness doctrine. *Fathers & Sons & A Daughter Too v. Transp. Servs. Auth. of Nevada*,
13 124 Nev. 254, 262, 182 P.3d 100, 105 (2008). “[This] doctrine is based upon the principle that ‘a
14 statute which either forbids or requires the doing of an act in terms so vague that men of common
15 intelligence must necessarily guess at its meaning and differ as to its application, violates the first
16 essential of due process of law.’” *Id.*

17 Under this doctrine, it is not enough to hint or suggest that rights may be affected based
18 on what is typical, ordinary, or even expected; due process requires that a party be given notice
19 of the facts that could result in the deprivation of rights.

20 No better instrument has been devised for arriving at truth than to give a person in
21 jeopardy of serious loss notice of the case against him and opportunity to meet it. Nor has
22 a better way been found for generating the feeling, so important to a popular government,
23 that justice has been done.
Joint Anti-Fascist Refugee Comm. v. McGrath, 341 U.S. 123, 171-72, 71 S. Ct. 624, 649 (1951).

24 The Nevada Supreme Court expounded on the vagueness doctrine by recognizing that
25 physical receipt of notice is not enough—content matters. *Kotecki v. Auguzstiny*, 87 Nev. 393,
26 395, 487 P.2d 925, 926 (1971). In *Kotecki*, the court considered the validity of a properly served
27 notice where the notice did not contain sufficient content to effectively communicate that a
28 party’s rights may be affected. *Id.* Specifically, the notice did not properly identify a person in

1 the name that she was commonly known. *Id.* The court held that the notice deprived the person
2 of due process because the content of the notice was inadequate. *Id.*

3 In *SFR Investments*, the Nevada Supreme Court dismissed the argument that there was a
4 requirement to provide the amount of the super-priority lien and give the lender an opportunity to
5 cure. *SFR Investments Pool 1*, 334 P.3d at 418. But the court did not address a more
6 fundamental issue—notice of the conditions precedent to the existence of the super-priority lien.
7 See *id.* Specifically, the two portion of an association’s lien identified by the majority are not co-
8 extensive. In other words, the sub-priority portion, such as “any assessments”—can exist without
9 the super-priority portion. See *Id.* at 414; *CitiMortgage, Inc. v. Alessi & Koenig, LLC*, No. 2:13-
10 CV-01976-JCM, 2015 WL 112892, at *5 (D. Nev. Jan. 8, 2015).

11 Furthermore, NRS 116.3116 shows the limited and conditional nature of the super-
12 priority piece. This statutory provision provides that the sub-priority portion consists of “**any**
13 **assessment** levied against that unit[] or any fines imposed against [a] unit’s owner....” NRS
14 116.3116(1) (emphasis added). But with respect to the super-priority portion, this statutory
15 provision provides in a hanging paragraph:

16
17 The lien is also prior to [certain] security interests... to the extent of **the**
18 **assessments for common expenses based on the periodic budget adopted by**
19 **the association pursuant to [NRS] 116.3115** which would have become due in
the absence of acceleration during the 9 months immediately preceding institution
of an action to enforce the lien....

20 *Id.* 116.3116(2) (emphasis added). As a result, the super-priority portion is subject to two
21 conditions: (1) institution of an action and (2) the adoption of a budget pursuant to the
22 provisions of NRS 116.3115. The express conditions for the super-priority portion stands in stark
23 contrast to the condition of “any assessment” for the sub-priority portion. *Id.*

24 Courts in other jurisdiction interpreting analogous statutes have recognized the
25 conditional nature of the super-priority portion. In *Trustees of MacIntosh Condo. Assoc. v.*
26 *F.D.I.C.*, 908 F.Supp. 58 (D. Mass. 1995), the court held that the super-priority lien was
27 conditional, in part, upon the association filing a judicial foreclosure action:
28

1 Accordingly, the institution of an action by a condominium association is
2 a condition precedent to achieving “super-priority” status for the
3 condominium lien. However, even when the association files such an
4 action, the condominium lien is given a “super-priority” status only to the
5 extent of unpaid condominium fees for the preceding six months. It is
6 uncontested by the parties that a lawsuit is required before a lien for
7 unpaid condominium fees achieves a “super-priority” status....

8 *Id.* at 63-64; *see also In re Stern*, 44 B.R. 15, 19 (Bankr. D. Mass. 1994). Although *SFR*
9 *Investments* found that a judicial action was not a condition to enforce the super-priority lien, the
10 decision did not—and could not—dispense with the satisfaction of the conditions to create the
11 super-priority lien and notice. *See SFR Investments Pool 1*, 334 P.3d at 414-16. U.S. Bank was
12 entitled to proper notice of any sale under the super-priority lien. *See Kotecki*, 87 Nev. at 395,
13 487 P.2d at 926.

14 The issue is particularly acute in the situation where NRS 116.3116 gives first deed of
15 trust holders like U.S. Bank an express priority lien subject only to conditions in a hanging
16 paragraph. *See* NRS 116.3116(b)(2). When the first deed of trust holder is given a priority lien,
17 notices of actions impairing such lien must be clear and unambiguous so that holders of a first
18 deed of trust are aware of impairments to their statutory rights are affected. Absent such notice
19 requirement, communication of impairment to the first deeds of trust is ineffective. *Cf. Kotecki*,
20 87 Nev. at 395, 487 P.2d at 926. With *SFR Investments* dispensing with the judicial foreclosure
21 requirement, the only way to ensure that the statute is properly enforced is to require adequate
22 notice of the super-priority lien conditions. *Cf. Kotecki*, 87 Nev. at 395, 487 P.2d at 926.

23 There is no statutory presumption of a notice complying with Chapter 116 of the Nevada
24 Revised Statutes or even any notice at all. NRS 116.3115 incorporates several provisions that
25 protect the public from abuse by associations. They require an annual review of budgets,
26 implementation of voting procedures, and an audit of the minimum reserves set by state law. *See*
27 NRS 116.3115, 116.31151, 116.31152. Not presuming a notice complying with Chapter 116 of
28 the Nevada Revised Statutes is therefore consistent with this paternalistic purpose. So due
process require that associations give first deed of trust holders notice of the associations’
compliance with the provisions of NRS 116.3115 et seq. before depriving the holders of their
rights. Anything less would be unconstitutional and, as a practical matter, would corrupt the sale
process that is designed to ensure efficient bidding because the buyer at the auction does not

1 know what it is getting. In this case, the absence of proper notice may have played a role in the
2 grossly disparate sale price as discussed above. There is no question that the language of NRS
3 116.3112 through 31168 is constitutionally vague and therefore void. *See Smith v. Goguen*, 415
4 U.S. 566, 582, 94 S. Ct. 1242, 1252 (1974) (voiding a statute for vagueness). The foreclosure
5 sale is void as a result. *Cf. Id.*

6 **4. Resources Group is Not a Bona Fide Purchaser**

7 Resources Group cannot be considered a *bona fide* purchaser. There is no dispute that
8 U.S. Bank's Deed of Trust was recorded when the association foreclosure sale occurred and the
9 Property eventually deeded to Resources Group. The association sale occurred prior to *SFR*
10 *Investments*, therefore the application of NRS 116.3116 regarding extinguishment of first
11 mortgages was and is still very much in doubt, with these issues continuing to be litigated more
12 than a year after *SFR Investments* came down. Although this issue has recently been certified to
13 the Nevada Supreme Court, the Nevada District Court has determined that *SFR Investments* does
14 not have a retroactive effect to those sales that occurred prior to the enactment of *SFR*.
15 *Nationstar Mortgage, LLC v. SFR Investments Pool 1, LLC*, Case 2016 WL 1718374 at *2 (D.
16 Nev. April 29, 2016); *see also Trust v. K & P Homes*, 2015 WL 6962860, * 4-5 (D. Nev. Nov. 9,
17 2015)(citing *Chevron Oil v. Huson*, 404 U.S. 97 (1971); *Breithaupt v. USAA Prop & Cas. Ins.*
18 *Co.*, 867 P.2d 402, 405 (Nev. 1994))(noting that *SFR Investments* decided an issue of first
19 impression and that the standard in the real estate industry prior to *SFR* was to treat HOA sales as
20 not extinguishing first mortgages).

21 Resources Group therefore had notice of U.S. Bank's Deed of Trust such that it knew
22 U.S. Bank had a competing claim to the Property. *See 25 Corp. v. Eisenman Chemical Co.*, 101
23 Nev. 664 (1985) (*bona fide* purchaser doctrine protects a purchaser's title against competing
24 legal or equitable claims of which the purchaser *had no notice* at the time of the conveyance)
25 (*emphasis mine*). Even if the Court held Resources Group was a bona fide purchaser, it would
26 not matter because the sale is still void. *See Gilroy*, 667 N.W.2d 554, *supra* (and internal
27 quotations and citations).

1 **5. The Sale is Void per the Recent Nevada Supreme Court Decision *Shadow***
2 ***Wood* and the Restatement (Third) of Property**

3 Generally, the Nevada Supreme Court will not set aside the sale on grounds of
4 commercial unreasonableness due to insufficiency of price alone, absent a showing of fraud,
5 unfairness or oppression. *Long v. Towne*, 98 Nev. 11, 13, 639 P.2d 528, 530 (1982). However,
6 the insufficiency in price can be cause to set aside the sale if it is “so great as in itself to raise a
7 presumption of fraud or to shock the conscience of the court.” *Matter of Transcon. Energy*
8 *Corp.*, 1 B.R. 460, 462 (Bankr. D. Nev. 1979).

9 However, the recent Nevada Supreme Court decision in *Shadow Wood Homeowners*
10 *Ass’n, Inc. v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv. Op. 5 (2016), draws a line in the sand: if the
11 sales price obtained at a trustee’s foreclosure sale is 20% or less of the property’s rough fair
12 market value, it is considered “grossly inadequate” and void.

13 There are two reasonable readings of *Shadow Wood*, and both readings compel this Court
14 to invalidate the Sale. The first and most plausible is that any association sale where the property
15 sells for less than 20% of its fair market value is absolutely void because of a “gross inadequacy”
16 in the sales price. In its analysis, the Court explicitly incorporated the provisions of the
17 Restatement (Third) of Property: Mortgages § 8.3 cmt. b (1997), which states that “[g]ross
18 inadequacy cannot be precisely defined in terms of a specific percentage of fair market value[,
19 g]enerally . . . a court is warranted in invalidating a sale where the price is less than 20 percent of
20 fair market value and, absent other foreclosure defects, is usually not warranted in invalidating a
21 sale that yields in excess of that amount.” *Shadow Wood* at 15. Comment b goes further: it
22 provides that, in extreme cases, a price may be so low, typically well under 20% of the fair
23 market value of the property, that it would be an abuse of discretion for the court to refuse to
24 invalidate it. Furthermore, the Restatement only requires a showing of other defects in the sale if
25 the price paid for the property is not “grossly inadequate.” Restatement (Third) of Prop.:
26 Mortgages § 8.3 cmt. c (1997).

27 ///

28 ///

1 Here, the Property sold for \$5,331.00, which is less than 10% of the fair market value of
2 the Property. Based on *Shadow Wood*'s explicit incorporation of the Restatement standard, the
3 Sale must be voided based solely on the "grossly inadequate" sales price.

4 The second reading of *Shadow Wood* is that, in addition to evidencing a "grossly
5 inadequate" sales price, the party seeking to void the sale must also show "proof of some
6 element of fraud, unfairness, or oppression as accounts for and brings about the inadequacy of
7 price." *Shadow Wood* at 13 (citing *Golden v. Tomiyasu*, 79 Nev. 503, 514 (1963)). Assuming
8 the Court reads *Shadow Wood* this way, U.S. Bank only needs to show very slight evidence of
9 unfairness or oppression because the sales price is so grossly inadequate. "[I]t is universally
10 recognized that inadequacy of price is a circumstance of greater or less weight to be considered
11 in other circumstances impeaching the fairness of the transaction as a cause of vacating it, and
12 that, where the inadequacy is palpable and great, very slight additional evidence of unfairness or
13 irregularity is sufficient to authorize the granting of the relief sought" *Golden*, 79 Nev. at
14 514 (citing *Odell v. Cox*, 151 Cal. 70 (1907)(emphasis added); see also *Smith v. Kessler*, 43
15 Cal.App. 3d 26, 117 (1974) (any evidence of unfairness or taking undue advantage is enough to
16 interpose court equity when combined with a grossly inadequate sales price). Moreover, a basis
17 exists to set aside a HOA sale on the basis of unfairness if the CC&R's contain a mortgage
18 protection clause providing that the association's lien is subordinate to a first security interest
19 recorded prior to the association's notice of default. *ZyzzX2 v. Dizon*, 2016 WL 1181666 (D.
20 Nev. Mar. 26, 2016), at *5 (2015)(indicating that the sale was unfair because the mortgage
21 protection clause in the CC&R's led the public and Wells Fargo to believe that Wells Fargo's
22 first security interest was at risk of extinguishment by a HOA sale).

23 There existed several irregularities in this sale (and indeed, at most association
24 foreclosure sales with speculative bidding). The first is that the notices sent by Alessi & Koenig
25 do not anywhere indicate that the Sale was that of a superpriority lien, which almost certainly
26 depressed bidding. The second is that the notices sent by Alessi & Koenig do not give notice to
27 any party of the superpriority amount of the association's lien such that it could be satisfied prior
28 to the Sale. This impeded the ability of U.S. Bank (or the Borrower or any other parties) to

1 satisfy the association's super priority lien prior to the Sale. The third is that bidding is depressed
2 at all association foreclosure sales because of the uncertainty inherent in bidding at those sales
3 caused by ambiguities in Chapter 116 and the doors left open by the Court in *SFR Investments*
4 *Pool 1, LLC v. U.S. Bank, N.A.*, 334 P.3d 408 (Nev. 2014). The litigation fallout Nevada is
5 experiencing is evidence that all association sales generally carry with them the potential for
6 clouded title, mortgage extinguishment, and protracted litigation (i.e., inherent unfairness or
7 oppression in the conduct of these sales generally). The fourth is that the CC&R's specifically
8 provide that "the lien of the assessments provided for herein shall be subordinate to the lien of
9 any first mortgage." See **Exhibit "7" at Bates USB0164**. So despite the enactment of NRS 116
10 et seq in 1991, the public and Plaintiff were not adequately put on notice that the HOA could
11 extinguish a first position deed of trust. The fifth and most important is that Alessi & Koenig did
12 not send the Notice of Default to U.S. Bank despite U.S. Bank being the sole beneficiary of
13 record since the subject loan's inception. Again, Alessi & Koenig sent notice to US Recordings,
14 although US Records was never a beneficiary of interest. Failure to notice the real party in
15 interest certainly rises to the level of the unfairness against which *Shadow Wood* warns. While
16 Resources Group may attempt to characterize these irregularities as slight, when combined with
17 the grossly inadequate sales price, they mandate the Court voiding the sale under *Shadow Wood*
18 and *Golden*.

19 The *Shadow Wood* Court indicated that Nevada explicitly follows the "California Rule"
20 for setting aside trustee's sales based on price disparity. *Shadow Wood* at 13. Since Nevada
21 precedent offers little of value to resolving this issue, California direction is helpful. Courts in
22 California routinely hold that when the sales price obtained at a foreclosure is grossly
23 inadequate, that may in itself furnish satisfactory evidence of fraud or misconduct on the part of
24 the trustee or purchaser, and justify vacating the sale. *Odell, supra*; *Haish v. Hall*, 90 Cal.App.
25 547 (1928); *Young v. Barker*, 83 Cal.App. 2d 654 (1948). So even if the Court adopts the
26 *Golden* rule for setting aside a foreclosure sale, the Sale must be void because the sale's price
27 itself is on-its-face, coupled with lack of proper notice, evidence that the Sale was conducted
28 with irregularities which led to the depressed bidding and purchase price.

1 Finally, irrespective of whether the sales price was grossly inadequate, *Shadow Wood*
2 recognizes that a HOA sale may be set aside on general principles of equity even if the
3 foreclosure deed contains conclusive recitals that the HOA or its agent complied with the
4 statutory provisions of NRS 116. *Shadow Wood* at 14 ("the foreign precedent cited under which
5 equitable relief may still be available in the face of conclusive recitals, at least in cases involving
6 fraud, lead us to the conclusion that . . . NRS 116.31166's enactment did not eliminate the
7 equitable authority of the courts to consider quiet title actions when an HOA's foreclosure deed
8 contains conclusive recitals").

9 Here, while the foreclosure deed contains the recital that Alessi & Koenig complied with
10 the notice requirements, including mailing the copies of notices to all real parties in interest, the
11 evidence shows that Alessi & Koenig failed to serve the Notice of Default on U.S. Bank, which
12 means that this recital is blatantly false. Moreover, there is insufficient proof that Alessi &
13 Koenig served the Notice of Sale on U.S. Bank, as there is no Affidavit of Mailing attesting to
14 this. Therefore, equity demands that the sale be set aside.

15 **6. The Sale is Void because it was Conducted in a Commercially Unreasonable**
16 **Manner**

17 In connection with every contract or duty governed by Chapter 116, associations must act
18 in good faith. NRS 116.1113. In particular, "[a]lthough the price obtained at the sale is not the
19 sole determinative factor, nevertheless, it is one of the relevant factors in determining whether
20 the sale was commercially reasonable . . . [a] wide discrepancy between the sale price and the
21 value of the collateral compels close scrutiny into the commercial reasonableness of the sale."
22 *Levers v. Rio King Land & Invest. Co.*, 93 Nev. 95, 98-99 (1977); see also *Dennison v. Allen*
23 *Group Leasing Corp.*, 110 Nev. 181, 186 (1994) (the conditions of a commercially reasonable
24 sale should reflect a calculated effort to promote a sales price that is equitable to both the debtor
25 and secured creditor [. . . An] indication of commercially unreasonable publicity may be found in
26 the price obtained for the equipment and the number of bidders at the public sale."). For
27 example, in *Will v. Mill Condominium Owner's Ass'n*, 848 A.2d 336, 338 (Vt. 2004), the
28 property was sold at a trustee's sale pursuant to an association's lien for \$3,510.10, which was

1 the amount of the lien, even though the property was worth approximately \$70,000 at the time of
2 the sale. There, the court held that “as a matter of law, the sale did not conform with the
3 requirements of good faith and commercial reasonableness set forth by § 1-113 of the UCIOA.”
4 *Id.* at 342. Specifically, the Court noted that, even operating under the seller’s and the
5 purchaser’s mistaken belief that the property was subject to a \$45,000 mortgage, the purchase
6 price was still far below the fair market value. *Id.* The court concluded that “the discrepancy
7 suggests that no efforts were made to attain the best price for the unit.” *Id.*

8 Here, the Property sold for a mere \$5,331.00 (see **Exhibit “3”**), but per U.S. Bank’s
9 valuation obtained right around the time of sale, the fair market value was \$62,500.00. *See*
10 **Affidavit of Julie Lor, Exhibit “3A”**. This means that the Property sold for less than the 10%
11 percent of the fair market value, which is naturally well below the 20% threshold. The notices
12 sent by Alessi & Koenig show that the HOA had no interest in securing the highest possible
13 price of the Property: they give no notice to anyone that the Sale was that of a super priority
14 lien, fail to serve the Notice of Default on the beneficiary of interest U.S. Bank, and that the
15 purchaser would take title not subject to U.S. Bank’s Deed of Trust. Therefore, the Sale is
16 therefore void because it was conducted in a commercially unreasonable manner and is enough
17 to demonstrate unfairness and/or oppression, shocks the conscience, and therefore demands the
18 setting aside of the sale.

19 **D. CONCLUSION**

20 For the reasons above, U.S. Bank asks this Court for a judgment in its favor which
21 includes:

- 22 a. Determining that the U.S. Bank DOT is a valid and enforceable first-position
23 security interest against the Property;
- 24 b. Principal, interest, fees and costs in the amount of \$63,443.76;
- 25 c. Attorney’s fees and costs according to proof;
- 26 d. Ordering the Property to be sold in the manner prescribed by law, and that a writ
27 of sale be issued ordering and directing such sale;

- 1 e. Actual costs of foreclosure and sale, if any, that Plaintiff hereafter expends to
2 protect its interest in the Property, together with interest according to proof;
- 3 f. Determining that the HOA foreclosure sale is void *ab initio* because the
4 Foreclosure Trustee failed to comply with NRS 116.3116 and NRS 107.090 by
5 not sending the Notice of Default to U.S. Bank, the beneficiary of record;
- 6 g. Determining that the HOA foreclosure sale is void *ab initio* because NRS
7 116.3116 is facially unconstitutional because it does not protect provide adequate
8 due process of law to first deed of trust holders (like U.S. Bank) due to its
9 discretionary “opt in” provision with regarding to noticing prior to an association
10 foreclosure sale;
- 11 h. Determining that the HOA foreclosure sale is void *ab initio* because NRS
12 116.3116 is facially unconstitutional because it does not protect provide adequate
13 due process of law to first deed of trust holders (like U.S. Bank) due to its failure
14 to mandate noticing of the amount of the super priority lien prior to an association
15 foreclosure sale;
- 16 i. Determining that the HOA foreclosure sale is void *ab initio* because the sale was
17 not conducted in a commercially reasonable manner and the sales price was
18 grossly inadequate as a matter of law.

19
20
21 DATED: May 16, 2016

ZIEVE, BRODNAX & STEELE, LLP

22
23 By: /s/ Sherry A. Moore
24 Sherry A. Moore, Esq.
25 Benjamin D. Petiprin, Esq.
26 Attorneys for Plaintiff
27 U.S. Bank National Association as successor
28 by merger to U.S. Bank National
Association ND

EXHIBIT 1

EXHIBIT 1

Inst #: 201103290002690
Fees: \$14.00
N/C Fee: \$0.00
03/29/2011 09:54:46 AM
Receipt #: 720898
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: EAH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 163-24-111-021

Trustee Sale No. 24230-4254

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$3,800.00** as of **March 2, 2011** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Glenview West Townhomes Association**, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **January 4, 2011** as document number **0005412**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **EDWARDS GEORGE R TRUST**, of **LOT 19**, as per map recorded in Book **30**, Pages **65**, as shown on the Plan, Recorded on as document number as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **January 4, 2011**, executed by **Glenview West Townhomes Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: **March 2, 2011**

Mary Indalecio, Alessi & Koenig, LLC on behalf of **Glenview West Townhomes Association**

EXHIBIT 2

EXHIBIT 2

Inst #: 201110130001535
Fees: \$14.00
N/C Fee: \$0.00
10/13/2011 09:49:20 AM
Receipt #: 945329
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: OSA Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-24-111-021

TSN 24230-4254

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On November 16, 2011, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on January 4, 2011, as instrument number 0005412, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.

The street address and other common designation, if any, of the real property described above is purported to be: **4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103.** The owner of the real property is purported to be: **EDWARDS GEORGE R TRUST**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is **\$5,370.00**. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: September 16, 2011



By: Ryan Kerbow, Esq on behalf of Glenview West Townhomes Association

EXHIBIT 3

EXHIBIT 3

2-1

Inst #: 201201310001704
Fees: \$17.00 N/C Fee: \$0.00
RPTT: \$28.05 Ex: #
01/31/2012 09:09:48 AM
Receipt #: 1052023
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: DXI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to and
Mail Tax Statements to:
4254 Rolling Stone Dr Trust
PO Box 36208
Las Vegas, NV 89133

A.P.N. No.163-24-111-021

TS No. 24230-4254

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was: **4254 Rolling Stone Dr Trust**
The Foreclosing Beneficiary herein was: **Glenview West Townhomes Association**
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **\$5,331.00**
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$5,331.00**
The Documentary Transfer Tax: **\$28.05**
Property address: **4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103**
Said property is in [] unincorporated area: City of **LAS VEGAS**
Trustor (Former Owner that was foreclosed on): **EDWARDS GEORGE R TRUST**

Alessi & Koenig, LLC (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded **January 4, 2011** as instrument number **0005412**, in **Clark County**, does hereby grant, without warranty expressed or implied to: **4254 Rolling Stone Dr Trust** (Grantee), all its right, title and interest in the property legally described as: **LOT 19**, as per map recorded in **Book 30, Pages 65** as shown in the Office of the County Recorder of **Clark County Nevada**.

TRUSTEE STATES THAT:

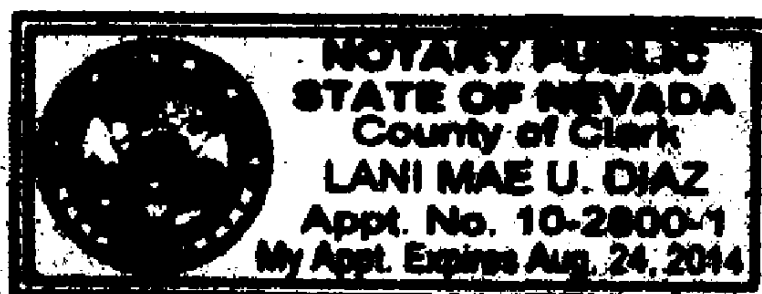
This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. All requirements of law regarding the mailing of copies of notices and the posting and publication of the copies of the Notice of Sale have been complied with. Said property was sold by said Trustee at public auction on **January 25, 2012** at the place indicated on the Notice of Trustee's Sale.

Ryan Kerbow, Esq
Signature of AUTHORIZED AGENT for Glenview West Townhomes Association

State of Nevada)
County of Clark)

SUBSCRIBED and SWORN to before me Jan. 27, 2012

WITNESS my hand and official seal.
(Seal)



(Signature)

#APP
* 10-2800-1

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a. 163-24-111-021
b. _____
c. _____
d. _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 5,331.00

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

c. Transfer Tax Value: \$ 5,331.00

d. Real Property Transfer Tax Due \$ 28.05

4. If Exemption Claimed:

a. Transfer Tax Exemption per NRS 375.090, Section _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100.00 %

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

Signature  Capacity: Grantor

Signature _____ Capacity: _____

SELLER (GRANTOR) INFORMATION
(REQUIRED)

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

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: 4254 Rolling Stoone Dr Trust
Address: PO Box 36208
City: Las Vegas
State: NV Zip: 89133

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

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

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

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

EXHIBIT 4

EXHIBIT 4

Inst #: 201205290002144

Fees: \$18.00 N/C Fee: \$0.00

RPTT: \$0.00 Ex: #007

05/29/2012 02:44:44 PM

Receipt #: 1178391

Requestor:

RESOURCE GROUP LLC

Recorded By: SCA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 163-24-111-021

RECORDING REQUESTED BY:

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

Bourne Valley Court Trust
900 S. Las Vegas Blvd #810
Las Vegas, NV 89101

RPTT: \$ EXEMPT 7

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That Resources Group LLC, a Nevada Limited Liability Company, Trustee of the Rollingstone Drive Trust dated 01/25/2012 who acquired title as Rollingstone Drive Trust

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

Convey to Resources Group LLC, a Nevada Limited Liability Company as Trustee of the Bourne Valley Court Trust dated 05/04/2012

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

PARCEL I:

LOT NINETEEN (19) OF GLENVIEW WEST TOWNHOMES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

AN EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREA AND PRIVATE STREETS AS SHOWN BY MAP THEREOF ON FILE IN BOOK 30 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

SUBJECT TO: 1. Taxes for the fiscal year 2011-2012

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

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

DATED: May 29, 2012

STATE OF NV

COUNTY OF CLARK

I, KRYSTA SITKO, a Notary Public of the
County and State first above written, do hereby
certify that Iyad Haddad personally appeared
before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal, this the

29th of MAY 2012

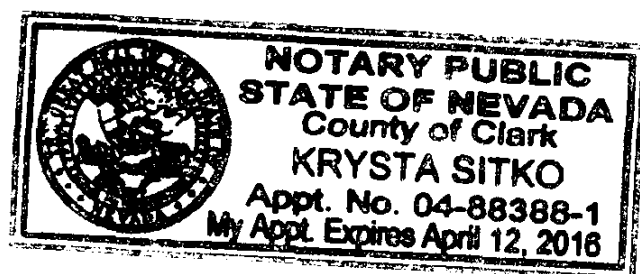
Notary Public

KRYSTA SITKO

My Commission Expires:

4/12/16

(SEAL)



Rollingstone Drive Trust dated 01/25/2012

By: Resources Group LLC, a Nevada Limited
Liability Company

BY:

Iyad Haddad, Manager

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

- a) 163-24-111-021
b) _____
c) _____
d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book: _____ Page: _____

Date of Recording: _____

Notes:

Cert of Trust signed

3. a) Total Value/Sales Price of Property \$ _____
b) Deed in Lieu of Foreclosure Only (value of property) \$ _____
c) Transfer Tax Value: \$ _____
d) Real Property Tax Due \$ 0.00

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: 7
b) Explain Reason for Exemption: TRUST TO TRUST
WITHOUT CONSIDERATION

5. Partial Interest: Percentage being transferred: 100.00%

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

Signature: _____

Capacity: _____ Grantor

Signature: _____

Capacity: _____ Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(Required)

(Required)

Print Name: Rollingstone Drive Trust dated
01/25/2012

Print Name: Bourne Valley Court Trust

Address: 900 S. Las Vegas Blvd #810

Address: 900 S. Las Vegas Blvd #810

City, State, Zip: Las Vegas, NV 89101

City, State, Zip: Las Vegas, NV 89101

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

Fidelity National Title Agency of Nevada, Inc.

Escrow #: FT13-FT00000442-LC

3100 W Sahara Avenue #115

Las Vegas, NV 89102

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

EXHIBIT 5

EXHIBIT 5

AFFIDAVIT OF DAVID ALESSI, ESQ. AS CUSTODIAN OF RECORDS FOR
ALESSI & KOENIG, LLC

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

NOW COMES, DAVID ALESSI, ESQ., who after first being duly sworn, deposes and says:

1. That Affiant is the Managing Partner of Alessi & Koenig, LLC and in his capacity as Managing Partner is a Custodian of the Records of Alessi & Koenig, LLC.

2. That Alessi & Koenig, LLC is licensed to do business as a law firm in the State of Nevada.

3. That on the 14th day October, 2015, Affiant was served with a Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in connection with the case entitled *U.S. BANK NATIONAL ASSOCIATION ND v, GEORGE R. EDWARDS;, et al.* (case no. A-12-667690-C), calling for the production of records pertaining to:

1. Copies of any and all documents in your possession concerning or relating to the real property commonly known as 4254 Rollingstone Drive, Las Vegas, NV 89103 (APN #163-24-111-021) (the "Property") from January 1, 2011 to present.

2. Copies of any and all documents in your possession concerning or relating to the foreclosure sale of the Property conducted by you on behalf of Glenview West Townhomes Association, which occurred on or about January 25, 2012.

3. Copies of any and all documents in your possession concerning or relating to any and all notices of delinquent assessment lien prepared, recorded, or mailed by you on the behalf of Glenview West Townhomes Association concerning the Property from January 1, 2011, to the present. This includes but is not limited to books, records, and

1 other tangible things which demonstrate an accounting of the purported unpaid debt on
2 the Property from January 1, 2011 to present, including the nature of the assessments, fines,
3 and penalties which make up this amount.

4 4. Copies of any and all documents in your possession concerning or relating
5 to any and all notices of default prepared, recorded, or mailed by you on the behalf of
6 Glenview West Townhomes Association, concerning the Property from January 1, 2011, to
7 the present. This includes but is not limited to books, records, and other tangible things which
8 demonstrate an accounting of the purported unpaid debt on the Property from January 1,
9 2011 to present, including the nature of the assessments, fines, and penalties which make up
10 the amount purportedly in default.
11

12 5. Copies of any and all documents in your possession concerning or relating
13 to any and all notices of sale prepared, recorded, or mailed by you on the behalf of
14 Glenview West Townhomes Association concerning the Property from January 1, 2011, to
15 the present. This includes but is not limited to books, records, and other tangible things
16 which demonstrate an accounting of the purported unpaid debt on the Property from
17 January 1, 2011 to present, including the nature of the assessments, fines, and penalties
18 which make up the amount
19

20 6. Copies of any and all documents evidencing correspondence between you
21 and Glenview West Townhomes Association, concerning the Property from January 1, 2011,
22 to the present. This includes but is not limited to letters, emails, and transcribed telephone
23 calls.
24

25 7. Copies of any and all documents evidencing your compliance with
26 preparing and adopting a periodic budget pursuant to NRS 116.3115 from January 1, 2011, to
27
28

1 the present.


2 8. Copies of any and all documents evidencing your compliance with
3 preparing and adopting a periodic budget pursuant to NRS 116.31151 from January 1,
4 2011, to the present.

5 9. Copies of any and all documents evidencing correspondence between you
6 and any mortgage lender or servicer concerning the Property from January 1, 2011, to the
7 present. This includes but is not limited to letters, emails, and transcribed telephone calls.

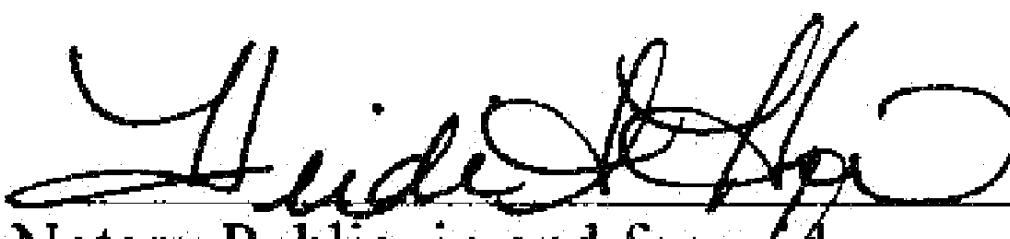
8 4. That Affiant has examined the original of those records and has made or caused to be
9 made a true and exact copy of them and that the reproduction of them attached hereto is true and
10 complete, except for those records which are subject to attorney-client privilege and/or other
11 valid privilege or objection.
12

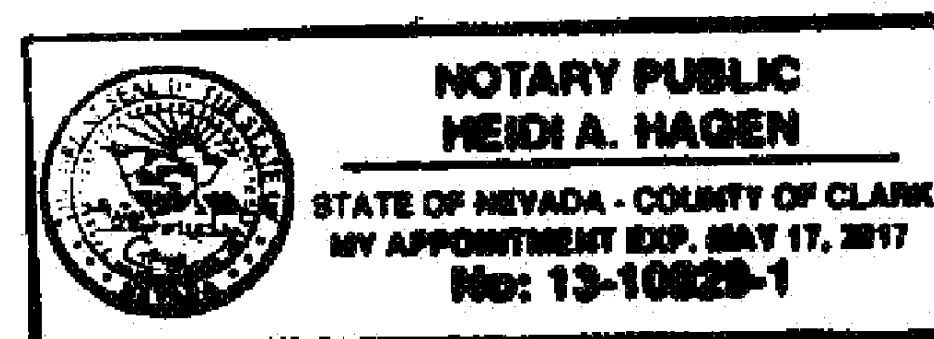
13 5. That the original of those records was made at or near the time of the act, event,
14 condition, opinion or diagnosis recited therein by or from information transmitted by a person
15 with knowledge, in the course of a regularly conducted activity of Affiant or Alessi & Koenig,
16 LLC.
17

18 FURTHER AFFIANT SAYETH NAUGHT.
19

20
21 
22 DAVID ALESSI, ESQ.,
Affiant

23 SUBSCRIBED AND SWORN before me
24 this 19th day of November, 2015.

25
26 
27 Notary Public, in and for said
28 County and State.



EDWARDS GEORGE R TRUST
4254 ROLLINGSTONE DR

LAS VEGAS, NV 89103

REPUBLIC SERVICES
ACCT# [REDACTED] 308
PO BOX 98508
LAS VEGAS, NV 89193-8508

US RECORDINGS
2925 COUNTRY DRIVE STE. 201

ST. PAUL, MN 55117

LAW OFFICE OF AJ KUN, LTD
1020 GARCES AVE, STE 200

LAS VEGAS, NV 89101

ROBERT HAZELL
14883 MAMMOTH PL

FONTANA, CA 92336

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OFFICIAL USE

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Restricted Delivery Fee (Endorsement Required)	

7010 1670 0002 4330 7012
2602 DECH 2000 0247 0101

W. FLAMINGO ROAD 89147
APR 5 2011
POE

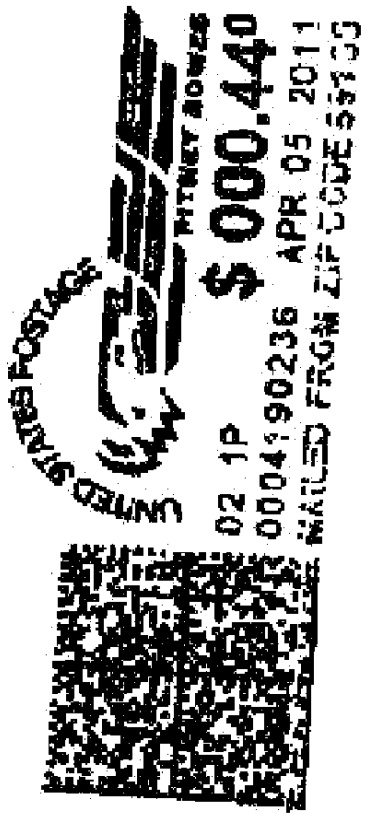
EDWARDS GEORGE R TRUST
4254 ROLLINGSTONE DR
LAS VEGAS, NV 89103

A&K000044

USB0075

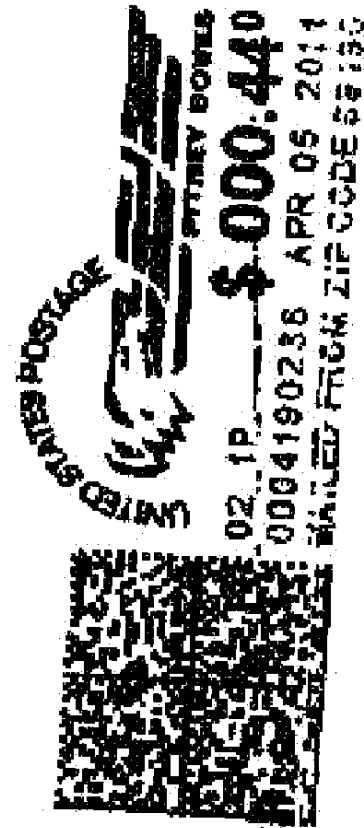
**A&K
KONG**
9500 W. Flamingo Rd. Suite 100
Las Vegas, NV 89147

ROBERT HAZELL
14883 MAMMOTH PL
FONTANA, CA 92336



**A&K
KONG**
9500 W. Flamingo Rd. Suite 100
Las Vegas, NV 89147

US RECORDINGS
2824 COUNTRY DRIVE STE. 201
ST. PAUL, MN 55117



A&K000045
USB0076

Inst #: 201103290002690
Fees: \$14.00
N/C Fee: \$0.00
03/29/2011 09:54:46 AM
Receipt #: 720898
Requestor:
ALESSI & KOENIG LLC (JUNES
Recorded By: EAH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 163-24-111-021

Trustee Sale No. 24230-4254

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is \$3,800.00 as of March 2, 2011 and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Glenview West Townhomes Association, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.**

THIS NOTICE pursuant to that certain Assessment Lien, recorded on January 4, 2011 as document number 0005412, of Official Records in the County of Clark, State of Nevada. Owner(s): **EDWARDS GEORGE R TRUST**, of LOT 19, as per map recorded in Book 30, Pages 65, as shown on the Plan, Recorded on as document number as shown on the Subdivision map recorded in Maps of the County of Clark, State of Nevada. PROPERTY ADDRESS: **4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103.** If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated January 4, 2011, executed by **Glenview West Townhomes Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

Dated: March 2, 2011

Mary Indalecio, Alessi & Koenig, LLC on behalf of Glenview West Townhomes Association

A&K000046

USB0077



9500 W. Flamingo Rd. Suite 100
Las Vegas, NV 89147

REPUBLIC SERVICES
ACC # 308
PO BOX 98508
LAS VEGAS, NV 89193-8508



9500 W. Flamingo Rd. Suite 100
Las Vegas, NV 89147



LAW OFFICE OF AJ KUN, LTD
1020 GARCES AVE STE 200
LAS VEGAS, NV 89101

A&K000047

USB0078

**See*

www.eppraisal.com

A&K000048

USB0079

24230

GEORGE R. EDWARDS, TRUSTEE, GEOR
4254 ROLLINGSTONE DR

LAS VEGAS, NV 89103-3407

REPUBLIC SERVICES
ACCT# 620-2221308
PO BOX 98508
LAS VEGAS, NV 89193-8508

LAW OFFICES OF LES ZIEVE
T.S. NO. 10-11871
18377 BEACH BLVD, SUITE 210

HUNTINGTON BEACH, CA 92648

U.S. BANK TRUST COMPANY, NATIONAL
CLARK CO.NV INST NO. 20090326-
111 SW FIFTH AVE

PORTLAND, OR 97204

US RECORDINGS
CLARK CO.NV INST NO. 20090326-
2925 COUNTRY DRIVE STE. 201

ST. PAUL, MN 55117

LAW OFFICE OF AJ KUN, LTD
1020 GARCES AVE, STE 200

LAS VEGAS, NV 89101

SOUTHWEST FINANCIAL SERVICES LTD
CLARK CO.NV INST NO. 20090326-
537 E. PETE ROSE WAY, SUITE 300

CINCINNATI, OH 45202

OMBUDSMANS OFFICE
251 E. SAHARA AVE #205
LAS VEGAS NV 89104
RE: GORDAN MILDEN

ROBERT HAZELL
14983 MAMMOTH PL

FONTANA, CA 92336

GEORGE R. EDWARDS
4254 ROLLINGSTONE DR

LAS VEGAS, NV 89103-3407

U.S. BANK NATIONAL ASSOCIATION ND
CLARK CO.NV INST NO. 20090326-
4325 17TH AVENUE, SW

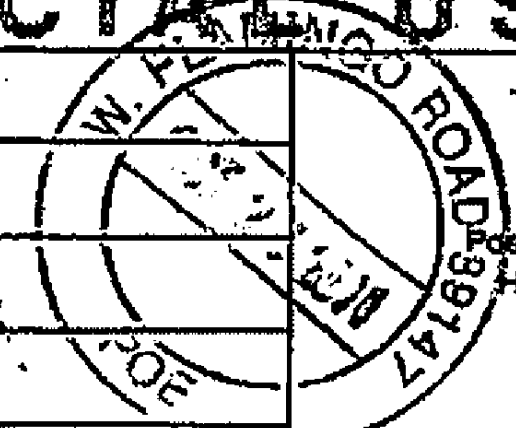
FARGO, ND 58103

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Restricted Delivery Fee (Endorsement Required)			

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4254 ROLLINGSTONE DR

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City, State, ZIP+4


PS Form 3800, August 2006

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2925 COUNTRY DRIVE STE. 201

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ST. PAUL, MN 55117
City, State, ZIP+4


PS Form 3800, August 2006

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14983 MAMMOTH PL

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FONTANA, CA 92336
City, State, ZIP+4

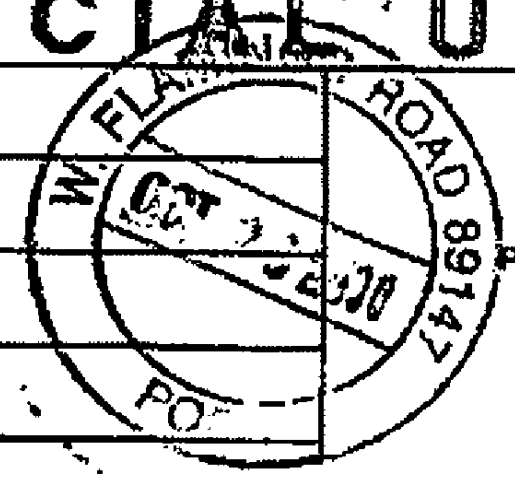
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ACCT# 620-2221308
PO BOX 98508
LAS VEGAS, NV 89193-8508

Sent To
LAS VEGAS, NV 89101
City, State, ZIP+4

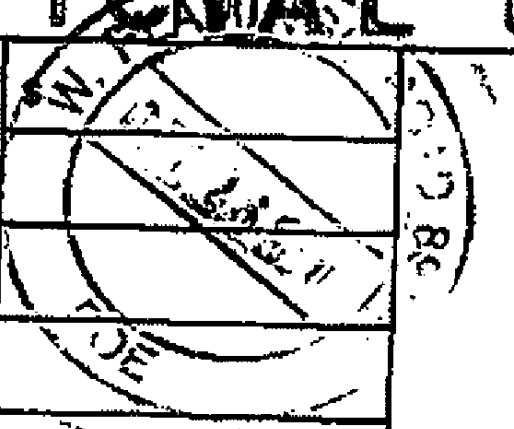
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Restricted Delivery Fee (Endorsement Required)			

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1020 GARCES AVE, STE 200

Sent To
LAS VEGAS, NV 89101
City, State, ZIP+4

PS Form 3800, August 2006

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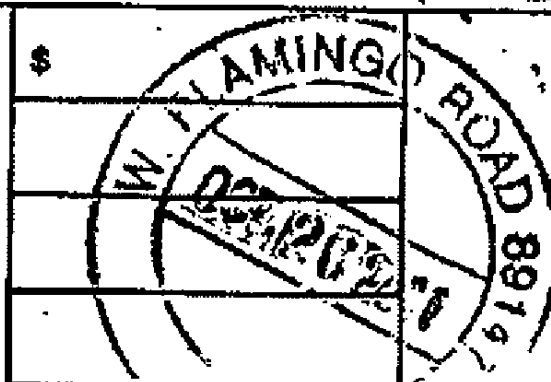
Alessi Dx 4254 Rollington 000007

USB0187

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Restricted Delivery Fee (Endorsement Required)			
Total Postage &		GEORGE R. EDWARDS 4254 ROLLINGSTONE DR LAS VEGAS, NV 89103-3407	
Sent To			
Street, Apt. No., or PO Box No.			
City, State, ZIP+4			

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Restricted Delivery Fee (Endorsement Required)			
Total Postage &		LAW OFFICES OF LES ZIEVE T.S. NO. 10-11871 18377 BEACH BLVD, SUITE 210 HUNTINGTON BEACH, CA 92648	
Sent To			
Street, Apt. No., or PO Box No.			
City, State, ZIP+4			

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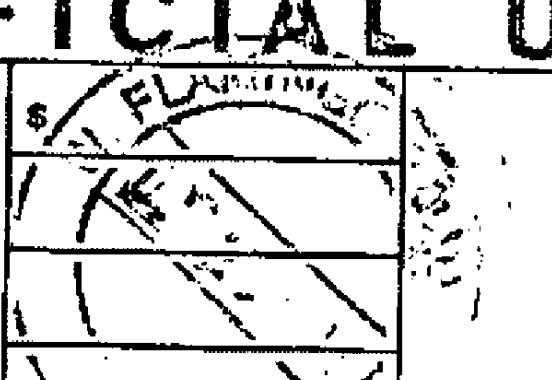
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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage &		SOUTHWEST FINANCIAL SERVICES LTD CLARK CO.NV INST NO. 20090326- 537 E. PETE ROSE WAY, SUITE 300 CINCINNATI, OH 45202	
Sent To			
Street, Apt. No., or PO Box No.			
City, State, ZIP+4			

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Restricted Delivery Fee (Endorsement Required)			
Total Postage &		U.S. BANK NATIONAL ASSOCIATION ND CLARK CO.NV INST NO. 20090326- 4325 17TH AVENUE, SW FARGO, ND 58103	
Sent To			
Street, Apt. No., or PO Box No.			
City, State, ZIP+4			

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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage &		U.S. BANK TRUST COMPANY, NATIONAL CLARK CO.NV INST NO. 20090326- 111 SW FIFTH AVE PORTLAND, OR 97204	
Sent To			
Street, Apt. No., or PO Box No.			
City, State, ZIP+4			

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Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage &		OMBUDSMANS OFFICE 251 E. SAHARA AVE #205 LAS VEGAS NV 89104 RE: GORDAN MILDEN	
Sent To			
Street, Apt. No., or PO Box No.			
City, State, ZIP+4			

PS Form 3800, August 2006 See Reverse for Instructions

EXHIBIT 6

EXHIBIT 6

**AFFIDAVIT OF DAVID ALESSI, ESQ. AS CUSTODIAN OF RECORDS FOR
ALESSI & KOENIG, LLC**

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

NOW COMES, DAVID ALESSI, ESQ., who after first being duly sworn, deposes and says:

1. That Affiant is the Managing Partner of Alessi & Koenig, LLC and in his capacity as Managing Partner is a Custodian of the Records of Alessi & Koenig, LLC.

2. That Alessi & Koenig, LLC is licensed to do business as a law firm in the State of Nevada.

3. That on the 14th day October, 2015, Affiant was served with a Subpoena to Produce Documents, Information, or Objects or to Permit Inspection of Premises in connection with the case entitled *U.S. BANK NATIONAL ASSOCIATION ND v, GEORGE R. EDWARDS;, et al.* (case no. A-12-667690-C), calling for the production of records pertaining to:

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5 9. Copies of any and all documents evidencing correspondence between you
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7 present. This includes but is not limited to letters, emails, and transcribed telephone calls.

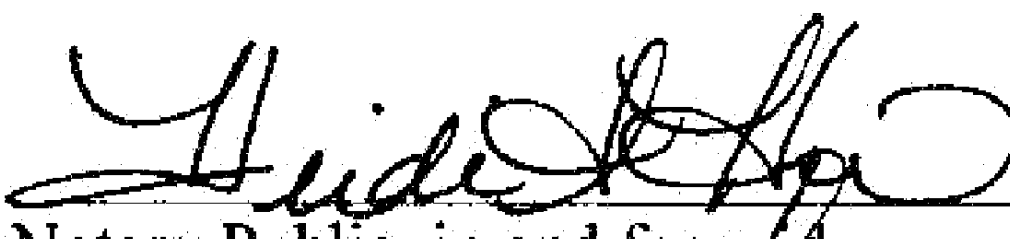
8 4. That Affiant has examined the original of those records and has made or caused to be
9 made a true and exact copy of them and that the reproduction of them attached hereto is true and
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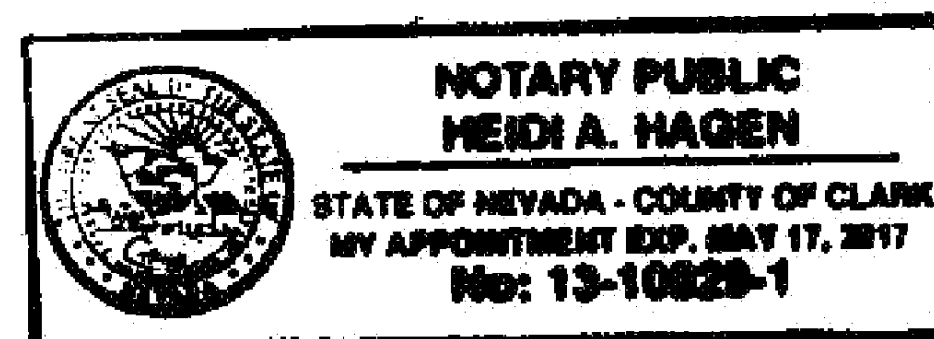
13 5. That the original of those records was made at or near the time of the act, event,
14 condition, opinion or diagnosis recited therein by or from information transmitted by a person
15 with knowledge, in the course of a regularly conducted activity of Affiant or Alessi & Koenig,
16 LLC.
17

18 FURTHER AFFIANT SAYETH NAUGHT.
19

20
21 
22 DAVID ALESSI, ESQ.,
Affiant

23 SUBSCRIBED AND SWORN before me
24 this 19th day of November, 2015.

25
26 
27 Notary Public, in and for said
28 County and State.



24230

GEORGE R. EDWARDS, TRUSTEE, GEOR
4254 ROLLINGSTONE DR

LAS VEGAS, NV 89103-3407

REPUBLIC SERVICES
ACCT# [REDACTED] 1308
PO BOX 98508
LAS VEGAS, NV 89103-8508

LAW OFFICES OF LES ZIEVE
T.S. NO. 10-11871
18377 BEACH BLVD, SUITE 210

HUNTINGTON BEACH, CA 92648

U.S. BANK TRUST COMPANY, NATIONAL
CLARK CO. NV INST NO. 20090328-
111 SW FIFTH AVE

PORTLAND, OR 97204

US RECORDINGS
CLARK CO. NV INST NO. 20090328-
2925 COUNTRY DRIVE STE. 201

ST. PAUL, MN 55117

LAW OFFICE OF AJ KUN, LTD
1020 GARCES AVE, STE 200

LAS VEGAS, NV 89101

SOUTHWEST FINANCIAL SERVICES LTD
CLARK CO. NV INST NO. 20090328-
537 E. PETE ROSE WAY, SUITE 300

CINCINNATI, OH 45202

OMBUDSMANS OFFICE
251 E. SAHARA AVE #205
LAS VEGAS NV 89104
RE: GORDAN MILDEN

ROBERT HAZELL
14983 MAMMOTH PL

FONTANA, CA 92336

GEORGE R. EDWARDS
4254 ROLLINGSTONE DR

LAS VEGAS, NV 89103-3407

U.S. BANK NATIONAL ASSOCIATION ND
CLARK CO. NV INST NO. 20090328-
4325 17TH AVENUE, SW

FARGO, ND 58103


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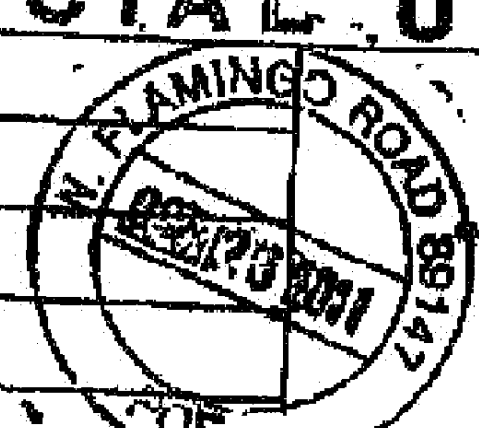
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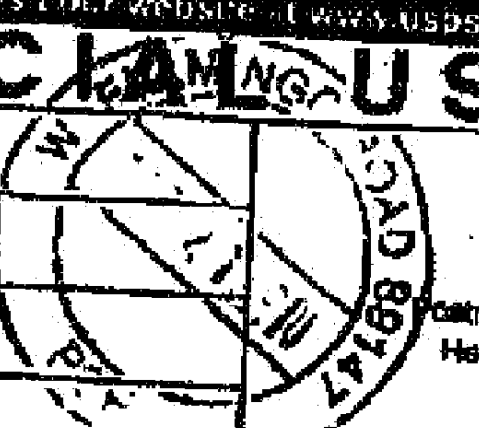
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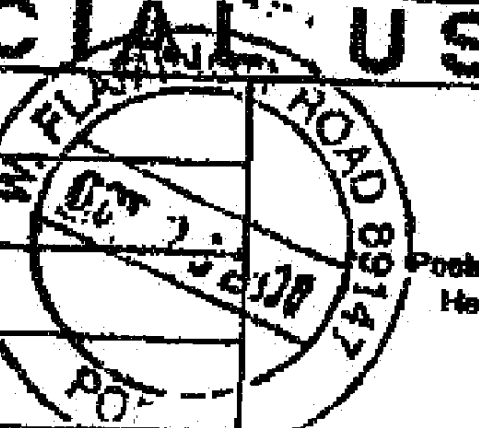
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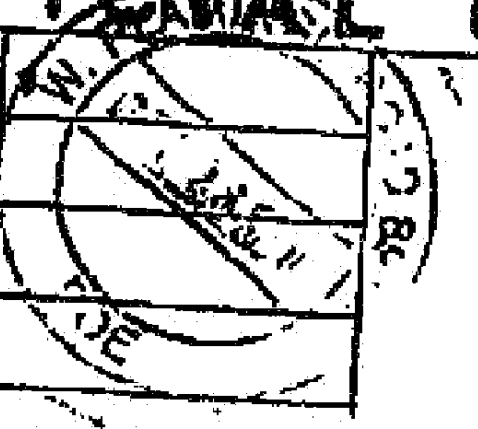
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T.S. NO. 10-11871
18377 BEACH BLVD, SUITE 210
HUNTINGTON BEACH, CA 92648

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FARGO, ND 58103

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111 SW FIFTH AVE
PORTLAND, OR 97204

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251 E. SAHARA AVE #205
LAS VEGAS NV 89104
RE: GORDAN MILDEN

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 or PO Box No.
 City, State, ZIP+4

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PS Form 3800, August 2006

A&K000052

USB0083

When recorded mail to:
Alessi & Koenig, LLC
9500 West Flamingo Rd., Suite 205
Las Vegas, NV 89147
Phone: 702-222-4033

APN: 163-24-111-021

TSN 24230-4254

NOTICE OF TRUSTEE'S SALE

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL The Alessi & Koenig at 702-222-4033. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.

NOTICE IS HEREBY GIVEN THAT:

On November 16, 2011, Alessi & Koenig as duly appointed Trustee pursuant to a certain lien, recorded on January 4, 2011, as instrument number 0005412, of the official records of Clark County, Nevada, WILL SELL THE BELOW MENTIONED PROPERTY TO THE HIGHEST BIDDER FOR LAWFUL MONEY OF THE UNITED STATES, OR A CASHIERS CHECK at: 4:00 P.M. at 930 S. 4th Street, Las Vegas Nevada 89101.

The street address and other common designation, if any, of the real property described above is purported to be: 4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103. The owner of the real property is purported to be: EDWARDS GEORGE R TRUST

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designations, if any, shown herein. Said sale will be made, without covenant or warranty, expressed or implied, regarding title, possession or encumbrances, to pay the remaining principal sum of a note, homeowner's assessment or other obligation secured by this lien, with interest and other sum as provided therein: plus advances, if any, under the terms thereof and interest on such advances, plus fees, charges, expenses, of the Trustee and trust created by said lien. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is \$5,370.00. Payment must be in cash, a cashier's check drawn on a state or national bank, a check drawn by a state bank or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state.

Date: September 16, 2011



By: Ryan Kerbow, Esq on behalf of Glenview West Townhomes Association

A&K000053

USB0084

LAS VEGAS, NV 89103

US RECORDINGS
2925 COUNTRY DRIVE STE. 201

ST. PAUL, MN 55117

ROBERT HAZELL
14983 MAMMOTH PL

FONTANA, CA 92336

REPUBLIC SERVICES
ACCT# 620-2221308
PO BOX 98508
LAS VEGAS, NV 89193-8508

LAW OFFICE OF AJ KUN, LTD
1020 GARCES AVE ,STE 200

LAS VEGAS, NV 89101

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Total \$

EDWARDS GEORGE R TRUST
4254 ROLLINGSTONE DR
LAS VEGAS, NV 89103

\$
\$
or
Ct

PS

August 1, 2005

See Reverse for Instructions

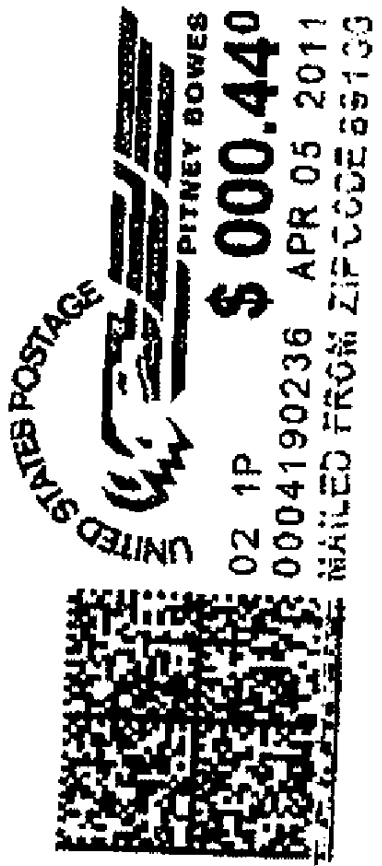
Alessi Dx 4254 Rolling Stone 000045
USD0235

~~Confidential~~
USB0235



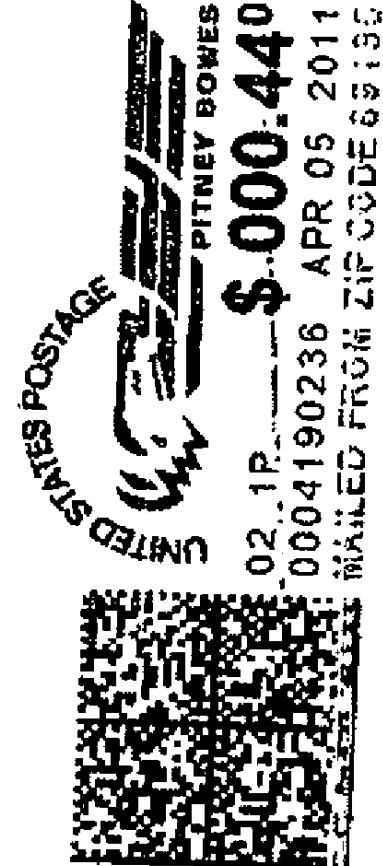
9500 W. Flamingo Rd. Suite 100
Las Vegas, NV 89147

ROBERT HAZELL
14983 MAMMOTH PL.
FONTANA, CA 92336



9500 W. Flamingo Rd. Suite 100
Las Vegas, NV 89147

US RECORDINGS
2925 COUNTRY DRIVE STE. 201
ST. PAUL, MN 55117



Alessi Dx 4254 Rolling Stone 000063
USB0236

Inst #: 201103290002690

Fees: \$14.00

N/C Fee: \$0.00

03/29/2011 09:54:46 AM

Receipt #: 720898

Requestor:

ALESSI & KOENIG LLC (JUNES

Recorded By: EAH Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

When recorded mail to:

THE ALESSI & KOENIG, LLC
9500 West Flamingo Rd., Ste 100
Las Vegas, Nevada 89147
Phone: 702-222-4033

A.P.N. 163-24-111-021


Trustee Sale No. 24230-4254

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOMEOWNERS ASSOCIATION LIEN

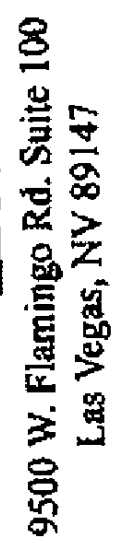
WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE! You may have the right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account. The sale may not be set until ninety days from the date this notice of default recorded, which appears on this notice. The amount due is **\$3,800.00** as of **March 2, 2011** and will increase until your account becomes current. To arrange for payment to stop the foreclosure, contact: **Glenview West Townhomes Association, c/o Alessi & Koenig, 9500 W. Flamingo Rd, Ste 100, Las Vegas, NV 89147.**

THIS NOTICE pursuant to that certain Assessment Lien, recorded on **January 4, 2011** as document number **0005412**, of Official Records in the County of **Clark**, State of Nevada. Owner(s): **EDWARDS GEORGE R TRUST**, of **LOT 19**, as per map recorded in Book **30**, Pages **65**, as shown on the Plan, Recorded on as document number as shown on the Subdivision map recorded in Maps of the County of **Clark**, State of Nevada. PROPERTY ADDRESS: **4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103**. If you have any questions, you should contact an attorney. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. REMEMBER YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION. NOTICE IS HEREBY GIVEN THAT The Alessi & Koenig is appointed trustee agent under the above referenced lien, dated **January 4, 2011**, executed by **Glenview West Townhomes Association** to secure assessment obligations in favor of said Association, pursuant to the terms contained in the Declaration of Covenants, Conditions, and Restrictions (CC&Rs). A default in the obligation for which said CC&Rs has occurred in that the payment(s) have not been made of homeowners assessments due from and all subsequent assessments, late charges, interest, collection and/or attorney fees and costs.

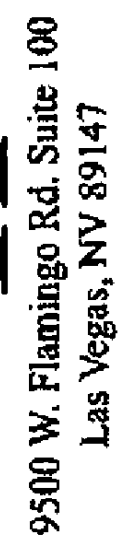
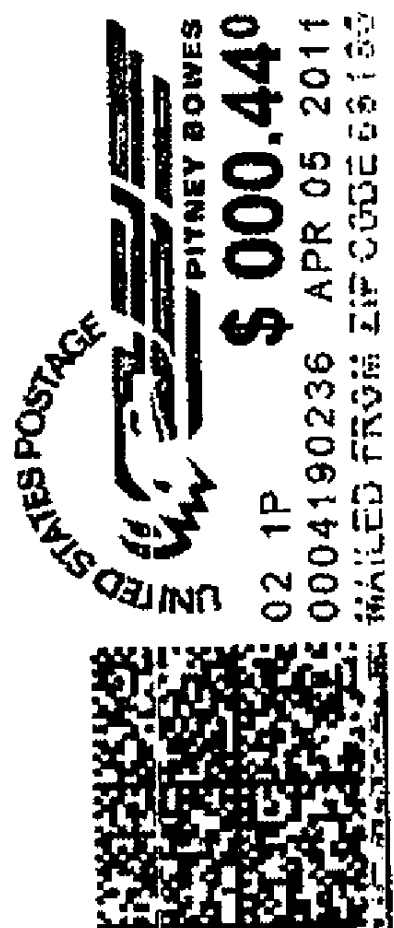
Dated: **March 2, 2011**



Mary Indalecio, Alessi & Koenig, LLC on behalf of Glenview West Townhomes Association



REPUBLIC SERVICES
ACCT# 620-2221308
PO BOX 98508
LAS VEGAS, NV 89193-8508



LAW OFFICE OF AJ KUN, LTD
1020 GARGES AVE., STE 200
LAS VEGAS, NV 89101



EXHIBIT 7

EXHIBIT 7

Declaration of Covenants, Conditions and Restrictions

A&K000123

USB0154

BOOK 1845

1304084

RETURN TO:
FIRST AMERICAN
TITLE

DECLARATIONS
OF COVENANTS, CONDITIONS AND RESTRICTIONS
GLENVIEW WEST TOWNHOMES

The Declarant, DIVERSIFIED PROPERTIES CORPORATION, a Nevada Corporation, is the owner of a certain subdivision and tract of land situated in the County of Clark, State of Nevada, and described as follows:

All that parcel of land described in a map entitled Glenview West Townhomes, a "Townhome Subdivision", which was filed for record in the office of the Clark County Recorder, State of Nevada on November 30, 1983, in Book 30 of Plats at Page 65 further described as document No. 1799023.

RECITALS:

1. Declarant is the owner of a certain tract of land situated in the County of Clark, State of Nevada, as described above.

2. Declarant has improved or intends to improve the property by constructing on the property, Townhome structures which have been or will be constructed substantially in accordance with plans approved by the County of Clark on December 5, 1983.

3. All of the real property, including all structures and other improvements thereon, is hereby defined and shall hereinafter be referred to as the "project".

4. Declarant hereby established, by this Declaration, a plan for individual ownership of the real property estates consisting of the area or space contained beneath each of the units in each structure and the adjoining land referred to as "Lot", and an undivided fractional interest ownership in Glenview West Townhomes Homeowners Association that being all the remaining portion of the project, which is hereinafter defined and referred to herein as the "common area".

DECLARATION:

Declarant, the fee owner of the real property described in the introduction above, hereby makes the following Declaration, as to divisions, easements, rights, liens, charges, covenants, restrictions, limitations, conditions and uses to which the property may be put, hereby specifying that such Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners of all or any part of the project together with their grantee, successors, heirs, executors, administrators, devisees or assigns.

NOW THEREFORE, Declarant, desiring to establish a general plan for the improvement, development, use and enjoyment of the property described above hereby declares that the said property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having or acquiring any right, title or interest in the said property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

A&K000124

USB0155

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Glenview West Townhomes Association, a Nevada nonprofit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable title (or legal title if equitable title has merged) in any Lot which is a part of the Properties, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" or "Development" or "Premises" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and become subject to this Declaration.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows: All properties within the boundaries of the Plat except Lots 1 through 50 and that Property dedicated to any governmental entity. Additional property may hereafter be brought within the jurisdiction of the Association and designated a "Common Area".

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Diversified Properties Corporation, a Nevada Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Unit" shall mean and refer to a residential living unit constructed upon a separately designated Lot, without limiting or restricting the definition of Lot referred to in Section 5 above, which also may include any improvements on a Lot.

Section 8. "Mortgage" shall mean a realty mortgage and include deeds of trust; "Mortgagee" includes a beneficiary under a deed of trust; "Mortgagor" includes a trustor under a deed of trust; and "foreclosure" includes a trustee's sale proceeding pursuant to a deed of trust.

ARTICLE 1

USE RESTRICTIONS

Section 1. Residential Use. All of the Lots in the Development shall be known and described as, and limited in use to, residential purposes. No improvements or construction whatever, other than a private dwelling and appurtenant uses, may be erected or maintained on any of the lots unless specifically authorized, in writing, by the Board pursuant to Article X below.

Section 2. Construction. All units and structures on the Lots shall be of new construction and no buildings or structures shall be moved from any other location onto any of the Lots.

Section 3. Temporary Structures. No structures of a temporary character shall be permitted on the Premises, and no trailers (except those permitted to be parked pursuant to Section 8 of this Article), and no tents, shacks or barns shall be permitted on the Premises, either temporarily or permanently.

Section 4. Business or Offensive Activities. No noxious or offensive activity may be carried on or permitted on any part of the Properties, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the Premises be used for business, professional, commercial, rest home (including but not limited to care or treatment of the physically or mentally sick or disabled), religious or institutional purposes. This section does not apply to the activities of the Association in furtherance of its powers and purposes as set forth in this Declaration.

Section 5. Signs. No sign of any nature whatsoever shall be displayed or placed upon any Lot or on the outside of any Unit. No "For Sale" or "For Rent" signs of any nature whatsoever shall be permitted on any part of the Premises, and no other signs shall be permitted on any of the Common Areas without the prior written consent of the Board.

Section 6. Outside Lighting. Except as may be initially installed by Declarant, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon the Common Area or any part thereof without the written authorization of the Board. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Properties shall be allowed.

Section 7. Animals, Pets. Only two dogs, two cats, a dog and a cat or two other small household pets may be kept on a Lot without Board approval, provided that such household pets are not kept, bred or maintained for any commercial purposes. Two small birds may also be kept in addition to the foregoing animals provided such birds are caged and do not disturb neighboring Lots. All additional small household pets are prohibited unless approved by the Board. Except as stated above, no other animals or birds of any kind shall be raised, bred or kept on the Premises or any part thereof without the written consent of the Board first obtained. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the Properties as the Board may prescribe by its rules and regulations.

Section 8. Trucks, Boats, Cycles, Campers. Residents are permitted to park only passenger cars, station wagons, small trucks, motorcycles, small vans, boats, small trailers and campers on their own private parking area. No portion of any vehicle will be allowed to project into the commonly owned streets or driveways. Visitors are permitted to either temporarily park in the common area parking spaces, or on the private parking areas of the resident being visited. Except in an emergency or as may be necessary for the performance of authorized repair or maintenance of common areas, no vehicle or equipment shall be kept or parked in the streets, driveways, or on any other common area property unless specific written permission is given by the Board. No vehicle or equipment shall be stored either permanently or temporarily on the Development, whether on blocks or otherwise, which is inoperable and/or in a state of disrepair, or which is in various stages of construction, repair, reconstruction, modification, or rebuilding with respect to the vehicle or any part thereof, including without limitation, engines, frames, bodies, and other parts and accessories. If the Board determines that any vehicle (including but not limited to a motorbike or motorcycle) is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such vehicle is a nuisance and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the Properties. Subject to the above restrictions, all vehicles must be operated in the Development by licensed operators.

Section 9. Windows and Awnings. No reflective materials, including but not limited to, aluminum foil, reflective screens or glass, mirrors or similar type items shall be permitted to be installed or placed on the outside or inside of any windows or any other part of a Lot which can be seen from the outside of the Development or from other portions of the Development. Further, no metal or rigid plastic awnings of any nature whatsoever shall be permitted to be placed or installed on or attached to the outside of any of the Units, or elsewhere on a Lot, except those initially installed by Declarant, or approved by the Board.

Section 10. Screening Areas, Fencing. All screening areas and fences, hedges or walls shall be maintained upon the Premises in accordance with their original construction or installation, except as otherwise approved in accordance with Article X.

Section 11. Trash, Unsightly Items. All clotheslines equipment, service areas, woodpiles, storage piles and storage areas shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring property and streets. Garbage cans shall be maintained in a neat, clean and sanitary condition in the areas therefor along the back fence line of the Owners Lot. Rubbish, trash and garbage shall not be burned on or allowed to accumulate on any Lot or on the Premises. No incinerators shall be permitted on the Premises or any part thereof.

Section 12. Underground Utilities. All electric, power, telephone, water and other service and utility lines, pipes and/or other structures and media for transmission thereof shall be placed and maintained underground except above-ground service pedestals and switch cabinets, and except to the extent (if any) such underground placement may be prohibited by law, and except for such above-ground structures and/or media for transmission as may be originally constructed by Declarant or as may be otherwise approved in writing by the Board.

Section 13. Noisy Equipment. Except for emergencies, no equipment which emanates disturbing sounds or loud noises, including but not limited to, lawn mowers, power hedge clippers, power chain saws and other similarly noisy equipment, shall be operated in any part of the Properties on Sundays or National Holidays.

Section 14. Antennas. No radio, television and other antennas of any kind or nature shall be placed and maintained upon any Lot or the Premises or any part thereof (or the improvements located thereon) unless approved in writing by the Board.

Section 15. Renting. No portion of any Lot may be rented, except to a single person or single family. The restriction set forth in this Section 15 shall apply only to rental of Lots and shall not be deemed to restrict or limit the manner in which any Lot is purchased or owned or the number or relationship of the person purchasing or owning any Lot.

Section 16. Subdividing. None of the Lots shall be resubdivided into smaller Lots or conveyed or encumbered in less than the full original dimensions as shown on the Plat of this Development.

Section 17. Walls. The walls of any building or improvements and fences constructed on any Lot shall not exceed the height of the original construction unless approved in writing by the Board. Setback lines shall be maintained in accordance with the original construction on each Lot unless otherwise permitted by written approval of the Board.

Section 18. Declarant Exempt. Notwithstanding anything contained herein to the contrary or otherwise, none of the use restrictions contained in this Article II, nor any other restriction contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, or its employees, agents and subcontractors or parties designated by it in connection with the construction, completion, sale or leasing of the Units and Lots.

ARTICLE III

PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot. It is expressly acknowledged and agreed by all parties concerned that this Section is for the mutual benefit of all Owners of the Lots and is necessary for the protection of all Owners. Such easement of enjoyment is, however, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication signed by two-thirds (2/3) of each class of members has been recorded.

(d) the right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with this Declaration, the Articles of Incorporation, the Bylaws, and the rules and regulations of the Board, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE IV

EASEMENTS

Section 1. Blanket Easement for Utilities. There is hereby created a blanket easement upon, across, over and under the Properties for ingress, egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewers, telephones, cable television and electricity. By virtue of said easement, it shall be expressly permissible for the providing utility company to erect and maintain the necessary facilities and equipment on the Properties and to affix and maintain wires, circuits, conduits and related facilities and equipment on, above, across and under the roofs and exterior

walls of the Units. Notwithstanding anything to the contrary contained in this Section, no easements shall be created nor shall any sewers, electrical lines, water lines, or other facilities for utilities be installed or relocated on the Properties except as initially created, programmed and approved by Declarant or thereafter created or approved by Declarant or the Association. This provision shall in no way affect any other recorded easements on the Properties. Notwithstanding anything herein to the contrary, individual utilities serving a Unit shall not pass over, under, or through another Unit.

Section 2. Common Area Easements. There is hereby created a blanket easement upon and across the Common Areas and that Lot area in front of each unit in favor of (1) each Lot Owner and his guests and invitees for the purpose of providing ingress and egress to the Lot owned by said Owner, (2) the Association and its invitees, employees or independent contractors for the purpose of providing landscaping or other maintenance to the Common Areas, and (3) the Declarant and its invitees, employees or independent contractors for the purpose of providing landscaping or other maintenance to the Common Areas, and for any activities related to the promotion and sale of any of the Lots or any Lots within the expansion areas referred to in Article XI hereof.

Section 3. Rights of Association and Declarant. There is hereby created a blanket easement upon, across, over and under the Lots in favor of the Declarant and the Association, their respective invitees, employees or independent contractors for the purpose of maintaining or replacing any improvements upon such Lots to the extent the Declarant and/or the Association have the authority under this instrument to undertake such maintenance for replacement.

Section 4. Encroachments. Each Lot, Unit and the Common Areas shall be subject to an easement for encroachments, including but not limited to encroachments of balconies, ledges, roofs, walls fences and trellises, created by construction, settling and overhangs, as designed or constructed by Declarant or its nominee. A valid easement for said encroachments and for the maintenance of same, so long as they stand, shall and does exist. In the event of any Unit or any structure is partially or totally destroyed and then rebuilt, the Owners of Units agree that similar encroachments of parts of the adjacent Units or Common Areas due to construction, settling and overhangs shall be permitted and that a valid easement for said encroachments and the maintenance thereof shall exist.

Section 5. Interference. Except as may be constructed by Declarant or its nominee or as specifically allowed by this Declaration and the Plat, no building or other structures shall be placed or erected on any easements nor interference made with the free use thereof for the purposes intended.

ARTICLE V

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Purpose. The Association shall be a nonprofit corporation organized under and by virtue of the laws of the State of Nevada for the general welfare and benefit of the property Owners and the Development. The Association through its Members and Board, shall take the appropriate action to manage and maintain, repair, replace and improve the Common Areas together with improvements located thereon, to perform related activities, and to perform all other functions and duties assigned to the Association by this Declaration, all in accordance with this Declaration and with the Articles of Incorporation and Bylaws.

Section 2. Membership. Membership in the Association shall be limited to the Owners of Lots as hereinabove defined, and such membership shall be subject to all the provisions of this Declaration and to the Association's Articles of Incorporation and Bylaws, as the same may be amended from time to time. An Owner of a Lot shall automatically, upon becoming the Owner of a Lot, be a Member of the Association. An Owner shall remain a Member of the Association until such time as his ownership for any reason ceases, at which time his membership in the Association automatically shall cease. Ownership of a Lot shall be the sole qualification and criterion for membership. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. A membership in the Association shall not be transferred, pledged or alienated in any way except by the sale of such Lot and then only to such purchaser who shall automatically become a member of the Association after such conveyance, or by intestate succession, testamentary disposition, foreclosure of a Mortgage of record or other legal process. Any attempt to make prohibited transfer is void and will not be reflected upon the books and records of the Association. At the discretion of the Board, no certification of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. In the event any such Lot is owned by two (2) or more persons, the membership as to such Lot shall be joint, and a single membership for such Lot shall belong to all Owners, and they shall designate to the Association in writing one of their number who shall have the power to vote said membership, and in the absence of such designation, and until such designation is made, the Board shall make such designation.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Of Assessments.

The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents in the Properties. Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and Bylaws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed against and levied upon any property owned by the Association, and all premiums for hazard and public liability insurance, together with all other costs and expenses related to the management and maintenance of the Common Areas and Unit exteriors.

Section 3. Basis Of Assessments. The Board, subject to the provisions of this Article, shall determine and establish a budget and make assessments upon the Owners of Lots on the basis of costs and expenses incurred or estimated to be incurred by the Association. The Owner of each lot for said Owner and for said Owner's heirs, executors, administrators, personal representatives, successors and assigns, covenants and agrees that each Lot shall be subject to an assessment in an amount to be determined, which amount shall be the said Lot's pro rata share of the following:

(a) The actual cost to the Association of all taxes and improvement assessments (if any), water, utilities, insurance, repairs, construction, replacement and maintenance of Common Areas and the improvements and facilities located thereon, and Unit exteriors, and shall include but not be limited to charges in connection with the sprinkler systems, street paving, pathways, security guard service (if any), sewer lines, utility expense related to Lots served by joint meters, and other services benefiting the Owners, and all other charges necessary or appropriate to carry out the purposes of the Association as set forth in this Declaration, the Articles of Incorporation and Bylaws of the Association, and its rules and regulations; and

(b) Such sums as the Board shall determine to be fair and prudent for the establishment and maintenance of a reserve for repair, maintenance, taxes, insurance, management and administrative costs and other charges as specified herein.

Section 4. Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Six Hundred Dollars (\$600.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of members for the next succeeding one year and at the end of each such period of one year, for each succeeding period of one year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in

person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Notice and Quorum For Any Action Authorized Under Section 4 and 5. Written notice of any meetings called for the purpose of taking any action authorized under Section 4 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Except as provided in Section 12 below, both annual and special assessments must be fixed as at uniform rate for all Lots and may be collected on a monthly basis.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9. Individual Assessment For Restoration of Owners Lot.

(a) In the event the Owner of a Lot fails to maintain his Lot (including the yard, patio and landscaping thereon as required pursuant to Article VII, Section 2, but excluding those obligations of the Association pursuant to Article VII, Section 1, hereof) in a first-class, neat and clean condition, and generally in a manner satisfactory to the Board, the

Association or the Board, through its agents, employees and/or independent contractors, shall have the right, and each Owner expressly grants and assigns the Association the right (subject to prior notice as hereinbelow set forth) to enter upon such Owner's Lot and repair, maintain, rehabilitate and restore the Lot, yard, patio, and exterior of any and all buildings and/or other structures located thereon to the condition deemed satisfactory to the Board, or to remove structures therefrom which are, in the opinion of the Board or the Association, in such a state of disrepair or such a condition as to be objectionable to surrounding Lot Owners. The cost thereof shall be charged against and collected from the Owner of the Lot, the amount thereof to be paid by the Owner within thirty (30) days from the date of the invoice sent to the Owner, and said amount further shall be secured by and subject to all provisions regarding the assessment lien as provided in this Article.

(b) Prior to exercising the aforesaid right of restoration, the Board shall give written notice to the Owner of said Lot specifying the necessary repairs, maintenance, rehabilitation or restoration to be undertaken, and granting the Owner thirty (30) days to accomplish the same. If at the end of said period, the work required to be performed has not been completed (or has been completed in a manner unsatisfactory to the Board), or if, in the opinion of the Board, sufficient action has not been taken to effect same, then the Association or the Board shall have the right, as above set forth, to make such repairs, maintenance, rehabilitation or restoration.

(c) Nothing herein contained shall be construed as granting to the Association or the Board any right to enter into or inside of any building or buildings located on a Lot without the consent of the Owner thereof.

Section 10. Effect of Nonpayment of Assessments:
Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve said Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Assessment for Declarant's Lots.
Notwithstanding anything herein to the contrary, the Declarant shall be responsible for and shall pay only twenty-five percent (25%) of any annual assessment for any Lot owned by Declarant until such time as the Unit thereon is occupied. After such time as the Unit on such Lot is occupied, the Declarant shall be responsible for and pay all of any annual assessments for any Lot owned by Declarant.

ARTICLE VII

MAINTENANCE

Section 1. Rights and Obligations of Association. The Board, acting for and on behalf of the Association, shall have the obligation to maintain, repair and replace the Common Areas (except any portion now or hereafter maintained by any governmental agency with jurisdiction over said portion or any portion maintained by an Owner pursuant to Article VIII below), and all landscaping, recreational facilities and other improvements located thereon, including, without limitation, sewer lines in accordance with the terms and conditions hereof. Without limiting the generality of the foregoing, the Association shall have the right at any and all times to promulgate reasonable rules and regulations concerning the landscaping, color scheme and other related matters affecting the outside appearance of the Development as a whole, and the individual Unit Owners shall be bound thereby. The powers, rights and duties of the Association and Board shall be as contained in this Declaration, and as may be adopted in its Articles of Incorporation and Bylaws not inconsistent herewith.

In addition to maintenance of the Common Areas, the Board, acting for and on behalf of the Association, shall provide exterior maintenance of each lot which is subject to assessment as follows: paint, repair, replacement and care of roofs, exterior buildings surfaces, walks and other exterior improvements. Such exterior maintenance shall not include patios, glass surfaces, landscaping on the lot, fences along the lot lines or private parking areas.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such lot is subject.

Section 2. Rights and Obligations of Owners. Except for those items for which the duty to maintain or repair is imposed on the Association in accordance with Section 1 of this Article, all fixtures and equipment (including heating and air conditioning units) installed within or on a Unit or a lot, including but not limited to, patios, all windows which are a part of any Unit, fences along lot lines, private parking areas, and all landscaping on the lot, shall be maintained and kept in repair by the Owner thereof at his sole cost and expense except that the Association shall have the right to undertake the care and maintenance of all or any portion of the lots and to promulgate reasonable rules and regulations as aforesaid, and the Association shall have the right at any time to maintain and repair utility lines, pipes, wires, conduits or similar systems or facilities up to the point where they enter the exterior walls of a Unit. Each Owner shall be responsible for maintenance and repair of all yard areas, patios and private parking areas located upon his lot, and all landscaping thereon. Termite control shall be the responsibility of the Owner. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the Development or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

Section 3. Insurance. The Board shall have the authority to and shall obtain insurance for the entire Development, including each of the Units, against loss or damage by fire, hazards covered by a standard extended coverage endorsement, and such other hazards covered by a standard extended coverage endorsement, and such other hazards as are customarily insured

against in the Las Vegas, Nevada area. Such insurance shall be in an amount sufficient to provide full replacement of any damage in an amount not less than one hundred percent (100%) of the full insurable value of the Common Area and the Units, as determined at least once each year by the Board. Such insurance coverage shall be written in the name of and the proceeds thereof shall be payable to, the Association, as Trustees for and for the use and benefit of the individual Unit Owners in their respective percentages of ownership interest in the Common Area, and to the holders of mortgages or the beneficiaries of deeds of trust covering each of the Units, as their interests may appear. Such policy of insurance shall, if possible, contain a waiver of subrogation rights by the insurer against individual Owners.

The Board shall also obtain comprehensive public liability policy covering any liability of the Association on the Development and, if available, coverage of liability of Owners of the Units on their respective private parking areas. Such insurance policies shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner. The scope of coverage shall be in the kinds and amounts as the Board may determine. Coverage shall be for not less than One Million and No/100 Dollars (\$1,000,000.00) per occurrence, for personal injury and/or property damage.

Premiums for all of the above-referenced insurance shall be common expenses and assessed against each Owner as provided herein. Each Owner shall be responsible for his own insurance on the personal property contents of his Unit, any additions, decorating or fixtures or other improvements placed therein or stored elsewhere on the Property. Each Unit Owner shall further be responsible to provide his own personal liability coverage to the extent not covered by the liability insurance to be provided by the Board as set forth above.

ARTICLE VIII

SWIMMING POOL

Section 1. Swimming Pool. The swimming pool, if any, shall be deemed to be part of the Common Area and be administered by the Association. All powers of the Association as granted by the Covenants, Conditions and Restrictions to other areas of the Common Area shall also apply to the swimming pool. In addition, the Association may promulgate any reasonable rules concerning the operation of the pool including but not limited to: opening and closing dates of the pool, times of operation, conduct within the pool area, heating and maintenance of the pool. Nothing contained herein shall conflict with the authority of the Health Department of Clark County, Nevada in respect to its enforcement of its rules regarding the operation of public swimming pools.

ARTICLE IX

PARTY WALLS AND FENCES

Section 1. General Rules of Law to Apply. Each wall or fence which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a "party wall," for the purposes hereof, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, in the event a party wall is damaged or destroyed as a result of the negligent or willful act or omission by an adjoining Owner, his agents, tenants, licensees, guests or family, then in such event, such Owner shall bear the whole cost of rebuilding and/or repairing such party wall.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Extension or Alteration. In addition to meeting the other requirements of these restrictive covenants and of any building code or similar regulations or ordinances, any Owner proposing to modify, make additions to or rebuild his Unit in any manner which requires the extension or other alteration of any party wall shall first obtain the written consent of the adjoining Owner, and approval of the Board, and approval of the Building Department of the City of Las Vegas, and/or Clark County Nevada together with necessary building permits.

Section 7. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each Owner shall choose an arbitrator, and such arbitrators shall choose an additional arbitrator, or if the two arbitrators cannot agree as to the selection of the third arbitrator within five (5) days, then any Judge of the Superior Court of Clark County, Nevada shall choose the additional arbitrator. A determination of the matter signed by any two (2) of the three (3) arbitrators shall be binding upon the Owners, who shall share the cost of the arbitration equally. In the event one Owner fails to choose an arbitrator within the (10) days after receipt of a request in writing for arbitration from the other Owner, then said other Owner shall have the right and power to choose both arbitrators.

Section 8. Covenants Binding. These covenants shall be binding upon the heirs and assigns of any Owners, but no person shall be liable for any act or omission respecting any party wall except as took place while an Owner.

ARTICLE X

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration herein be made until the plans and specifications showing the nature, kind, shape, height, colors, materials and locations of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an

architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with, provided that the building, structure or other improvement to be built or placed on the Properties shall be governed by all of the Restrictions in this Declaration. The initial landscaping that is provided or approved by the Board shall not be altered or changed (except for similar replacements and rehabilitation) without the prior approval of the Board. Notwithstanding the foregoing, the Restrictions and controls set forth in this Section shall not be applicable to Declarant with respect to any original construction or landscaping undertaken by Declarant within the Properties.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In the event any such person employs an attorney or attorneys to enforce compliance with or specific performance of the terms and conditions of this Declaration, and prevails in such action, the Owner or Owners against whom the action is brought shall pay all attorney's fees and costs incurred in conjunction with such action. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The foregoing shall apply regardless of whether any person affected thereby (or having the right to enforce these Restrictions) had knowledge of the breach or violation.

Section 2. Severability. Invalidity of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall be binding upon each Owner and his heirs, executors, administrators, successors and assigns and all other persons claiming an interest in and to the Properties, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded in the office of the County Recorder of Clark County, Nevada.

Section 4. Construction and Interpretation of Declaration. Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and Properties benefited or bound by these Restrictions.

Section 5. Gender. Whenever the context of this Declaration so requires, words used in masculine gender shall include the feminine and neuter genders, words used in the neuter gender shall include the masculine and feminine genders, words in the singular shall include the plural, and words in the plural shall include the singular.

Section 6. Captions, Titles and Headings. All captions, titles and headings of the Articles and Sections of this Declaration are for the purpose of reference and convenience only and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or contents hereof.

Section 7. Jurisdiction. All Owners agree that any matter arising under this Declaration may be finally adjudged or determined in any court of courts of the State of Nevada, and such Owners hereby submit generally and unconditionally to the jurisdiction of such courts and of any of them in respect to any such matter; provided, however, as to those matters to be submitted to arbitration pursuant to any provision hereof, such arbitration provisions shall be controlling and prevail.

Section 8. Annexation.

(a) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described in Deed Book _____ Page _____ of the land records of Clark County Nevada may be annexed by the Declarant without the consent of Members within five (5) years of the date of this instrument provided that the FHA and/or VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 9. FHA/VA Approval. As long as there is a Class B membership and provided the FHA and/or VA have approved the development for FHA and/or VA loans, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional Properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 8th day of December, 1983

DIVERSIFIED PROPERTIES CORPORATION,
a Nevada Corporation, Declarant

By Park K. Haws
Its President PARK K. HAWS

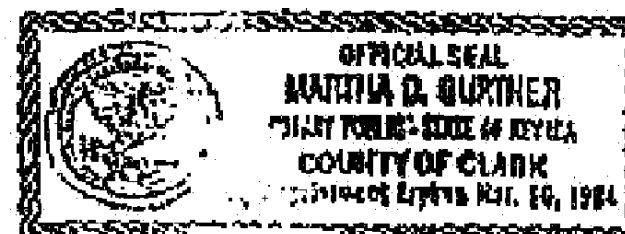
STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 8th day of December, 1983, by Park K. Haws the President of DIVERSIFIED PROPERTIES CORPORATION, a Nevada Corporation, on behalf of the Corporation.

[Signature]
NOTARY PUBLIC

My commission expires:

March 10, 1984



1 **CERTIFICATE OF SERVICE**

2 I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not
3 a party to nor interested in the within matter; that on the 16th day of May 2016 service of the
4 **U.S. BANK NATIONAL ASSOCIATION, ND'S MOTION FOR SUMMARY**
5 **JUDGMENT** was made:

6 (X) by serving the following parties electronically through CM/ECF/WIZNET as set forth
7 below;

8
9 Michael F. Bohn, Esq.
10 Law Offices of Michael F. Bohn
11 376 East Warm Springs Road, Ste. 140
12 Las Vegas, NV 89119
office@bohnlawfirm.com
mbohn@bohnlawfirm.com

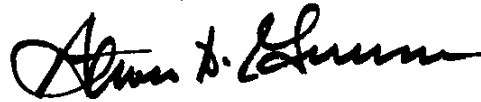
13 (X) by depositing a copy in the United States Mail postage prepaid to the parties listed below:

14 The Attorney General
15 100 North Carson Street
16 Carson, City, NV 89701

17 *Courtesy Copy*

18 /s/ Jenny Humphrey
19 Jenny Humphrey, an employee of
20 Law Offices of Les Zieve
21
22
23
24
25
26
27
28

1 ZIEVE, BRODNAX & STEELE, LLP
2 Benjamin D. Petiprin, Esq. (NV Bar 11681)
3 Sherry A. Moore, Esq. (NV Bar 11215)
4 3753 Howard Hughes Parkway, Suite 200
5 Las Vegas, Nevada 89169
6 Tel: (702) 948-8565
7 Fax: (702) 446-9898



CLERK OF THE COURT

Attorneys for plaintiff U.S. Bank National Association as successor by merger to U.S. Bank National Association ND

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

9 U.S. BANK NATIONAL ASSOCIATION ND,
10 a national association,

11 Plaintiff,

12 vs.

13 GEORGE R. EDWARDS, an individual; ANY
14 AND ALL PERSONS UNKNOWN,
15 CLAIMING TO BE PERSONAL
16 REPRESENTATIVES OF GEORGE R.
17 EDWARDS ESTATE, OR DULY
18 APPOINTED, QUALIFIED, AND ACTING
19 EXECUTOR OF THE WILL OF THE
20 ESTATE OF GEORGE R. EDWARDS;
21 RESOURCES GROUP, LLC, a Nevada
22 limited-liability company; GLENVIEW WEST
23 TOWNHOMES ASSOCIATION, a Nevada
24 non-profit corporation; DOES 4 through 10,
25 inclusive, and ROES 1 through 10, inclusive.

26 Defendants.

27 RESOURCES GROUP, LLC,

28 Counter-claimant,

vs.

U.S. BANK NATIONAL ASSOCIATION, ND,
a national association,

Counter-defendant

CASE NO.: A-12-667690-C

DEPT. NO.: XVI

**AFFIDAVIT OF JULIE LOR IN
SUPPORT OF MOTION FOR
SUMMARY JUDGMENT**

1 I, Julie Lor, do hereby swear under penalty of perjury that the following assertions are
2 true to the best of my knowledge and belief:

3 1. I am an Officer at U.S. Bank National Association as successor by merger to U.S.
4 Bank National Association ND ("Plaintiff" or "U.S. Bank") in the above-captioned action
5 ("Action"). I have personal knowledge of Plaintiff's business, including its operations, loan
6 servicing, loan accounts, defaults, payoffs, loan resolution, foreclosures, and title issues. I have
7 personal knowledge of the facts set forth in this affidavit including the status of history of the
8 loan, which are the subject of this Action based upon my review of the loan records. I am duly
9 authorized to make this affidavit on behalf of Plaintiff, which is the current beneficiary of the
10 loan and related Deed of Trust, as described below.

11 2. U.S. Bank is the servicer of record with respect to the subject loan obtained by
12 defendant George R. Edwards ("Borrower") and has been personally involved in the handling of
13 this loan. I have personally reviewed the file relating to this matter. The records regarding this
14 matter were and are made and kept in the ordinary course of business by persons having a
15 business duty to make and keep such records. The records are made at or near the time of the
16 occurrence of the events they reflect.

17 3. I submit this Affidavit in support of Plaintiff's concurrently-filed Motion for
18 Summary Judgment. If called as a witness in this action, I am competent to testify of my own
19 personal knowledge, to the best of my recollection, as to the matters set forth in this Affidavit.

20 4. According to Plaintiff's records, on or about March 3, 2009, Borrower executed
21 and delivered to U.S. Bank National Association, ND that certain U.S. Bank Equine Agreement
22 (the "Note"), evidencing a loan to Borrower in the original principal amount of \$50,000.00 (the
23 "Loan"). A true and correct copy of the Note is attached hereto as **Exhibit "1A"** and
24 incorporated herein by this reference. Plaintiff is in possession of the Note.

25 5. To secure payment of the principal sum and interest provided in the Note, as part
26 of the same transaction, on or about March 3, 2009, Borrower executed and delivered to U.S.
27 Bank National Association, ND that certain Deed of Trust ("Deed of Trust"). A true and correct
28 copy of the Deed of Trust is attached as **Exhibit "2A"** and incorporated here by this reference.

1 The Deed of Trust was recorded as book number 20090326 as instrument number 0003747 in the
2 Official Records of the Clark County Recorder's Office ("Official Records") on March 26, 2009.

3 6. On November 2, 2011, a default occurred under the terms of the Loan. Borrower
4 failed to make the regular monthly installment payment in the approximate amount of \$201.09
5 due on that date and all subsequent payments.

6 7. The unpaid principal balance, together with interest and fees as allowed at the
7 variable Note rate through May 31, 2016 is \$63,443.76.

8 8. As a result of the default under the Note as secured by the Deed of Trust, Plaintiff
9 seeks to exercise its right under the Deed of Trust to foreclose on the Subject Property and seeks
10 a Judgment of this Court foreclosing on the Deed of Trust.

11 9. As a result of the default under the Note as secured by the Deed of Trust, Plaintiff
12 has declared the entire sum of the unpaid balance plus interest on the Note due and payable.
13 Plaintiff is confirmed to be the proper party in interest and has standing to foreclose on the Deed
14 of Trust.

15 10. On January 25, 2012, per the recorded Trustee's Deed Upon Sale, the Property
16 sold at the HOA sale for \$5,331.00. Plaintiff did not receive actual notice of the Notice of
17 Default, was not informed of the superpriority amount by the HOA or its agent, and thus was
18 unable to pay said amount to protect its interest in the Property.

19 11. On February 6, 2012, less than two weeks after the sale date, Plaintiff obtained a
20 valuation of the Property that indicated the fair market value at that time was \$62,500.00. See
21 **Exhibit "3A"**.

22 ///

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24 ///

25 ///

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28 ///

1 12. Since February 6, 2012, Plaintiff has obtained a series of valuations indicating the
2 Property has been steadily increasing in value, with the most recent one being \$75,500.00 as of
3 September 17, 2015. See **Exhibit "4A"**.

4 FURTHER YOUR AFFIANT SAYETH NAUGHT

5 DATED this 16th day of May, 2016.

6 U.S. BANK NATIONAL ASSOCIATION AS
7 SUCCESSOR BY MERGER TO U.S. BANK
8 NATIONAL ASSOCIATION ND

9 By: 

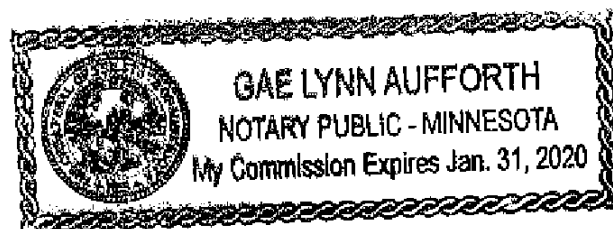
10 Name: Julie Lor

11 Its: Officer

12 State of MINNESOTA} ss.
13 County of HENNEPIN}

14 Signed and sworn to (or affirmed) before me on May 16, 2016, by Julie Lor.

15 (seal/stamp)



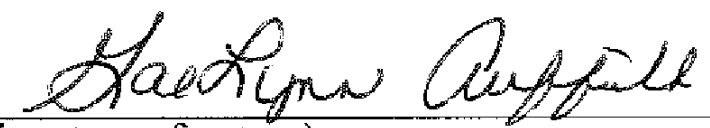
17 
18 (signature of notary)
State At Large
(title or rank)
My Commission Expires: 1-31-20

EXHIBIT 1A

EXHIBIT 1A

GEORGE R. EDWARDS

4254 ROLLINGSTONE DR

LAS VEGAS

NV

89103-0000

Borrower's Name and Address

"You" means each borrower above, jointly and severally.

U.S. Bank National Association ND

Lender's Name

"We" or "us" means the lender named above.

Account #	Draw Period	15 years	Maturity Date	03/02/2034
Date 03/03/2009	Repayment Period	10 years	Billing Cycle:	monthly
Trans. Acct. #			Payment Date	2nd
Line of Credit \$ 50,000.00			of every	month

U.S. BANK EQUILINE AGREEMENT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "Loan Account Balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means a deposit account you carry with U.S. Bank, N.A. The number of this account is listed near the top of the form on the line labeled "Trans. Acct. #." "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time.

In addition, we will use the following terms for this home equity plan: "Draw Period" is the time during the plan that you may request advances and will make payments on your loan account balance. The "Repayment Period" is the time during the plan that you must repay your loan account balance but cannot get further advances. Except where otherwise indicated, the disclosures contained in this agreement apply to both the draw and repayment periods.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement.

TAX DEDUCTIBILITY: We make home equity "EQUILINE" loans where the line of credit ceiling can be (when combined with other liens) up to 100% of the value of the property. We want to make sure you are aware that interest may not be deductible to the extent (for that portion of your indebtedness) that the residence does not adequately secure the loan. This is true when (and to the extent) total liens on the property exceed its fair market value. You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan whenever you:

- Write a check using one of the special checks you have for that purpose.
- Use the VISA® credit card we supply you to make purchases or receive cash loan advances.
- You may also choose to attach this Line of Credit to your Transaction Account with our affiliate U.S. Bank, N.A. If you "overdraw" the Transaction Account, by any method allowed for withdrawal from that account, you will get an advance on this Line of Credit, up to your credit limit. (If you attach this Line of Credit to your Transaction Account, when you "overdraw" the deposit account and an advance can be made from your Line of Credit, you will not be charged an overdraft charge on your Transaction Account if you have not thereby exceeded your credit limit under this plan. If you elect this feature, then the Transaction Account to which this Line of Credit is attached will be listed above on the line labeled "Trans. Acct. #".)

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

TRANSACTION LIMITATIONS: There are a few "indirect" limitations on the transactions you can make to this account. These are not limitations on this account, but limitations that are part of an access method. For example, if you attach this account to your transaction account (overdraft protection) and if you have an ATM card or debit card that can access that transaction account, then the electronic funds transfer limitations that are part of your ATM or debit card are "indirect" limits on the number and dollar amount of your access to this account per day by those methods. These are not really limits on the amount or number of advances you can get from this account, but are limits inherent in ATM and debit card transactions. Also, if you attach this account to your deposit account, then advances from this account arising from "overdrafts" will occur, once a day, in multiples of \$100.

FIXED RATE OPTION: At any time during the Draw Period you may convert the interest rate and repayment schedule, for up to the amount of the then outstanding credit line balance (not including any previously locked principal balance), subject to the following conditions:

- The Fixed Rate Option period will be for a term that you select, with a maximum term of (a) 20 years or (b) the then remaining term of the draw and repayment period, whichever is less.
- The term cannot be less than 12 months.
- The minimum amount is \$2,000.
- You can have no more than 3 Fixed Rate Options in effect at any one time. The fee for each will be \$50.
- The unpaid principal balance is part of your maximum credit limit, and a principal portion of each payment amount will replenish your credit limit as of the date a payment is posted.
- You cannot add an amount to a Fixed Rate Option after it is established; each is a separate event.

Rate. The fixed simple interest rate will be determined by reference to The Wall Street Journal Prime Rate in effect on the date of the Fixed Rate Option plus (or minus) a margin. A new margin is established for the Fixed Rate Option; this margin is not the same as the one used for the variable rate portion of your Line of Credit. You can call us to learn our current rates for Fixed Rate Options.

Payment. You have two choices of payment for Fixed Rate Option:

A) Interest-Only payment amounts where each Fixed Rate Option will have its own payment amount equal to the amount of the accrued finance charges outstanding on the last day of the billing cycle. The term is at the discretion of the bank and may be less than 20 years. Under this payment choice the outstanding principal balance of the Fixed Rate Option will not be reduced and the entire principal balance will revert back to the variable portion of the line at the end of the Fixed Rate Option term and be subject to terms and conditions listed in this agreement.

B) Fixed payment amounts where each Fixed Rate Option will have its own payment amount, determined by applying the rate to the amount of the Fixed Rate Option for the term of the Option, and producing equal monthly payments of principal and interest over the term of the Fixed Rate Option.

Minimum Payment. Your minimum payment each month will be determined by adding the scheduled Fixed Rate Option payment(s) to the minimum payment amount determined under the "HOW YOU REPAY YOUR LOAN" section of this agreement with respect to the revolving portion of your outstanding balance. You may repay the amount in whole or in part, but any prepayment will not excuse any later scheduled Fixed Rate Option payment until it is paid in full.

Method. You can establish a Fixed Rate Option by contacting us. A full disclosure of all terms will be provided to you at the time the Fixed Rate Option is established.

HOW FINANCE CHARGES ARE COMPUTED: To calculate the actual daily balance, take the loan account balance at the beginning of the day and subtract any accrued but unpaid finance charges and insurance premiums (if any). Next, add all new loans posted to the account that day and subtract the portion of any payments or credits received that day which apply to the repayment of the loans.

The average daily balance is determined by taking the sum of all the actual daily balances divided by the number of days in the billing cycle.

Finance charges will begin to accrue immediately when a loan is advanced. To calculate the finance charge for a billing cycle, apply the daily periodic rate of finance charge to the average daily balance of the loan account times the number of days in the billing cycle.

If the daily periodic rate varies during the billing cycle, the finance charge will be calculated by applying each daily periodic rate of finance charge to the average daily balance of the loan account times the number of days the rate was in effect. The sum of these products is the finance charge.

INITIAL RATE: The initial daily periodic rate of **FINANCE CHARGE** is .01301 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 4.75000 %. The annual percentage rate includes interest and not other costs.

Disclosures: The disclosures of initial daily periodic rate of **FINANCE CHARGE** and **ANNUAL PERCENTAGE RATE** in the previous paragraph, and in the next paragraph (if it is checked and completed) are based on rates and conditions as of 3/03/2009.

☐ The **INITIAL RATE** above will remain fixed until _____ . Beginning on that day, the daily rate and the corresponding annual percentage rate will be the sum of the index and margin, and can change as provided below in the paragraph titled **VARIABLE RATE**. After that day the rates will be subject to further adjustments and limitations, and produce the effects described below.

This initial rate represents a discount from the rate that will apply. If this discount were not in effect, then the daily periodic rate of

FINANCE CHARGE would have been _____ %, which would correspond to an **ANNUAL PERCENTAGE RATE** of _____ %.

VARIABLE RATE: The annual percentage rate may change, and will be 1.500 ABOVE _____ (This amount is known as the "margin.") the following "base rate": the highest rate on corporate loans at large U.S. money center commercial banks that The Wall Street Journal publishes as the Prime Rate.

If this base rate increases (after any fixed initial rate period, if so provided), the annual percentage rate will increase. An increase will take effect on the day the base rate changes. An increase in the base rate, and an increase in the rate caused by the loss of a preferential rate (such as that made to a customer who arranges for electronic payments) will result in an increase in the finance charge and may have the effect of increasing your minimum monthly payment amount (depending on the payment option you chose and the amount of the increase). A decrease in the base rate will have the opposite effect on your required minimum monthly payment.

The annual percentage rate will not increase more often than once a day. A decrease will have the opposite effect of an increase disclosed above.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 25%. The annual percentage rate will also never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 3.99 %.

☐ **TERMS:** If checked, terms provided reflect an adjustment to the lowest annual percentage rate available for this loan product. This adjustment reflects a higher rate of interest or finance charge due to information contained in a consumer credit report. We obtained this report from, and you may obtain a free copy of it by contacting:

REPORTS TO CREDIT BUREAUS: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

HOW YOU REPAY YOUR LOANS - DRAW PERIOD: In addition to the payment due under your fixed rate option, if any, on or before your payment date during the Draw Period, you agree to make a minimum payment. The minimum payment is:

- (a) ☒ the accrued finance charges and credit insurance premiums (if any) on the last day of the billing cycle.
- (b) ☐ 1% of your account's principal outstanding balance and credit insurance premiums (if any) on the last day of the billing cycle, or \$50.00, or the accrued finance charges and credit insurance premiums (if any), whichever is greater.
- (c) ☐ 2% of your account's principal outstanding balance and credit insurance premiums (if any) on the last day of the billing cycle, or \$50.00, or the accrued finance charges and credit insurance premiums (if any), whichever is greater.

If the interest accrued and credit insurance premiums (if any) on the last day of the billing cycle is greater than your selected payment, you will be billed (or have automatically withdrawn) the greater amount.

All payments due under this agreement will have the same due date.

PRINCIPAL REDUCTION: Under option (a) above, during the Draw Period the minimum payment on the revolving portion of the loan will not reduce the principal outstanding on your line. Under both options (b) and (c), during the Draw Period the minimum payment may not fully repay the principal that is outstanding on your line.

HOW YOU REPAY YOUR LOANS - REPAYMENT PERIOD: In addition to the payment due under your fixed rate option, if any, on or before each payment date during the repayment period, you agree to make a minimum payment to reduce your debt. The minimum payment amount is the greater of \$100.00, or the amount of the accrued finance charges plus 0.83333% of the principal loan balance on the last day of the Draw Period.

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will be applied first to credit insurance premiums that are due (if any), then to any finance charges that are due, then to principal, and finally to any other charges that you owe. If the minimum payment amount is not met, the payment will be applied equally to any principal owed on the locked loan(s) and to the Line of Credit.

FINAL PAYMENT: At the end of the repayment period listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

NEGATIVE AMORTIZATION: In the event that the minimum payment (described in this agreement) does not equal or exceed the amount of any credit insurance premiums and accrued finance charges, the unpaid portion will be carried over to subsequent billing periods and payments made for those periods will first be applied to the carryover amount, then to the current billing cycle fees, charges and principal. This is called negative amortization. Negative amortization will increase the amount you owe us and reduce the equity in your home.

AUTOMATIC WITHDRAWAL: You authorize us to automatically withdraw your payment from your Transaction Account on each payment date. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero. If you choose automatic payments, the payments may end because there is not enough money in the deposit account to cover the minimum payment. They may also end if the account is closed, or if you cancel the automatic payments.

You ☐ do ☒ do not want Automatic Withdrawal.

Account number for automatic payment:

X _____
Signature

X _____
Signature

FIVE STAR PERSONAL BANKING PACKAGE PREFERRED RATE: A preferred interest rate and annual percentage rate is available if you have a Five Star Personal Banking Package with a U.S. Bank checking account. If you terminate all or part of the package, or no longer qualify for the package, your interest rate and annual percentage rate will be increased within 30 days if eligibility is not restored. This increase will be in the amount of 0.25% if you close the U.S. Bank Checking account and 0.25% if you terminate the U.S. Bank Five Star Package. (Your "margin" that is, the amount added to the base rate to get to your interest rate, will be increased by this amount if you lose this preference).

SECURITY: We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument) in the following property, described by item or type:

4254 ROLLINGSTONE DR

LAS VEGAS, NV 89103

Collateral securing other loans you may have with us may also secure this loan.

Property insurance is required. You may buy property insurance from anyone you want who is acceptable to us. You are not required to purchase insurance from us (the Bank), or any affiliated insurance agency. Insurance is available through other agents and your choice of insurance provider will not affect our (the Bank's) credit decision or any credit terms in any way.

ASSUMPTION: Someone buying your house cannot assume the remainder of the mortgage on the original terms.

CREDIT INSURANCE: Credit life, credit accident and sickness (disability) insurance coverage quoted below, are not required to obtain credit and we will not provide them unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). Your signature(s) below means you want the coverage(s) signed for, and ONLY those coverage(s). The rates (per \$100) listed below are applied to the outstanding balance of your credit line plus any outstanding locked balance to determine the premium you owe for one billing cycle.

CREDIT LIFE:

☐ **Single:** Premium: \$ _____ Birthdate _____
Insured: _____

X _____ Date _____

☐ **Joint:** Premium: \$ _____ Birthdate _____
1st Insured: _____

X _____ Date _____

2nd Insured: _____ Birthdate _____

X _____ Date _____

CREDIT DISABILITY:

☐ **Single:** Premium: \$ _____ Birthdate _____
Insured: _____

X _____ Date _____

NONE: YOU do NOT desire credit insurance of any kind on this account.
(All borrowers/debtors sign below)

X George Redwood Date 3/3/09

X _____ Date _____

SECURITY INTEREST IN DEPOSIT ACCOUNTS AT U.S. BANK, N.A.

Governing law: For purposes of this security interest, we agree that the law of the state of North Dakota will control as to the creation, perfection, and effect of perfection of the interest granted in this paragraph. (Technically speaking, we are agreeing that North Dakota is your jurisdiction, as provided in N.D. Stat. § 41-9-24.)

Grant: You grant to us a security interest in any and all deposit accounts (demand, time, savings, passbook, and specifically including but not limited to any certificated time accounts) you currently have or hereafter create with U.S. Bank, N.A. (our affiliate).

Exception: This grant does not apply to accounts that constitute a part of any qualified retirement plan (such as an Individual Retirement Account), any retail repurchase agreement, or any account where your only right is clearly and solely in a representative capacity.

Secures: This security interest secures the payment of this debt and any other debt you may owe us, now or hereafter.

Usage: You give us the right to direct the U.S. Bank, N.A. to restrict or prohibit further withdrawals from your accounts, and to comply with our instructions directing disposition of funds in your accounts, including but not limited to, the right to apply such funds toward payment of the secured debts. While we have the right to do this at any time, and without notice, it is our present intention to exercise these rights only in the event of your default on this or any other secured obligation, and to provide notice to you.

U.S. Bank, N.A. agrees to comply with our instructions for disposition of funds in your accounts without first obtaining your consent (other than the consent contained and expressed in this agreement).

You understand that U.S. Bank, N.A. is our affiliate.

Setoff: You also acknowledge that U.S. Bank, N.A. has a right of setoff in the event you owe money to U.S. Bank, N.A. This right of setoff, in the event of a conflict with the security interest granted here, will be subordinate to this security interest.

Priority: The residence that secures this loan is the primary security. The security interest granted herein (in deposit accounts) will be resorted to only in the event of a deficiency in the equity of the residence.

CHARGES OTHER THAN YOUR PERIODIC FINANCE CHARGES ("OTHER CHARGES"): You agree to pay the following additional charges:

- ♦ **Annual Fee:** A non-refundable annual fee of \$ 90.00.
For plans with an annual fee, we waive this fee for the first year of a plan and we charge the fee to the account on the first anniversary of the plan and each year thereafter, including the repayment period.
- ♦ **Prepayment Penalty:** A prepayment penalty of 1% of the Line of Credit (with a minimum of \$250 and a maximum of \$500) if you prepay in full and close this Line of Credit within 3 years from today's date.
- ♦ **Cash Advance Fee:** 2% of each cash advance using a VISA Gold Card issued on this account. The minimum fee for each advance is \$1.50. The maximum is \$10.00.
- ♦ **Late Charge:** If any payment is not made within 5 days after its due date, you agree to pay a late payment fee of \$29.00.
- ♦ **Stop Payment:** If you issue a stop payment order on any check written against the Account, you will pay us a fee of \$25.00.
- ♦ **Returned Payment:** If you pay us with a check or an ACH payment which is returned to us unpaid by the payor, you agree to pay us a returned check fee of \$25.00.
- ♦ **Overline Fee:** If you borrow an amount against the Account in excess of your Line of Credit, you agree to pay us an Overline fee of \$25.00. This fee will apply each day we pay an advance and you are over your credit line at the end of that day.
- ♦ **Returned Advance Request:** If we return any checks that would, if paid, cause you to exceed your Line of Credit, you agree to pay us a Returned Advance Request fee of \$25.00 per check.

Points	\$ _____
Origination Fee	\$ _____
Appraisal	\$ _____
Official Fees	\$ _____
Title Insurance	\$ _____
Title Search	\$ _____
Flood Zone Search	\$ _____
Broker Fee	\$ _____
Document Preparation Fee	\$ _____
Title Service Fee	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

COSTS OF COLLECTION: You agree to pay the costs we incur to collect this debt and realize on any collateral in the event of your default.

In the event of your bankruptcy, and without regard to your state of residence, these costs will include your reasonable attorney's fees for an attorney who is not our salaried employee in the bankruptcy proceedings.

The following additional fees and issues will depend on whether we have to collect this loan in a listed state:

In **Alabama** if the unpaid balance is more than \$300, these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) if it is necessary to bring suit, up to 15% of the amount due and payable under this note.

In **Arizona, California, Illinois, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nevada, New Mexico, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Utah, Vermont, Virginia, and Washington** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee).

In **Arkansas** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 10% of the amount of principal and accrued interest.

In **Colorado, North Carolina, and South Carolina** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 15% of the unpaid debt after default.

In **Delaware**, these costs will include costs of alternative dispute resolution, or other collection costs actually incurred by us should you be in default, including reasonable attorney's fees when the attorney is not a regularly salaried employee of ours, and including fees and charges of collection agencies.

In **Florida** these costs will include reasonable attorney's fees that we incur in legal proceedings to collect or enforce this debt should you be in default.

In **Georgia**, these costs include attorney's fees of 15% of the principal and interest then owed. You waive and renounce any exemption you may be entitled to under Georgia law as to any property that secures this debt. You assign any such exemption to us.

In **Idaho** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee). This provision for attorney's fees does not apply if this loan is a consumer loan with a principal amount of \$1,000.00 or less.

In **Indiana**, these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee); and in any collection efforts, you waive any relief you might be entitled to from evaluation and appraisal.

In **Iowa**, if the credit limit is greater than \$25,000 then these costs include our reasonable attorney's fees to collect this note, including such fees on appeal.

In **Louisiana**, these costs include our reasonable attorney's fees not to exceed 25% of the unpaid debt after default and referral to an attorney for collection.

In **Maine, Nebraska, North Dakota, Ohio and West Virginia** these costs will not include attorney's fees.

In **Kansas** these costs will include our reasonable attorney's fees or collection agency fees, up to 15% of the unpaid amount due and payable under this note. We are entitled to the collection of attorneys' fees or collection agency fees, but not both. This provision is applicable only if collection is handled by someone other than a salaried employee of ours.

In **Missouri** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) if it is necessary to bring suit up to 15% of the amount due and payable under this note.

In **New Hampshire**, this includes our reasonable attorneys' fees. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action we bring, the court may reduce the amount of attorneys' fees that we may recover from you. If you prevail in an action or defense against us, you may recover the amount of your reasonable attorney's fees.

In **Oklahoma** these costs will include our reasonable attorney's fees (for an attorney who is not our salaried employee) not to exceed 15% of the unpaid debt after default; this provision for attorney's fee does not apply to certain supervised loans as provided in Okla. Statutes 14A § 3-514.

In no state or event do we intend to claim or collect attorney's fees in circumstances when we are not entitled to do so.

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- ♦ If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- ♦ We may make changes that you have agreed to in writing.
- ♦ We may make changes that unequivocally benefit you.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

DEFAULT: You will be in default on this agreement if any of the following occur:

- (1) You engage in fraud or material misrepresentation, by your actions or failure to act, in connection with any phase of this home equity Line of Credit (except in Iowa, Missouri, and Kansas, though such fraud may cause or contribute to a default under paragraph 3 of this section);
- (2) Subject to any right to cure you may have, if any, you do not meet the repayment terms or otherwise fail to perform any obligation under this Agreement or any other agreement you have with us (In Iowa, this means, as to payments, failure to make a payment within 10 days of when it is due.);
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral, including but not limited to: (a) failure to maintain required insurance on the dwelling; (b) your transfer of the property; (c) failure to maintain the property or use of it in a destructive manner; (d) commission of waste; (e) failure to pay taxes on the property or otherwise fail to act and thereby cause a lien to be filed against the property that is senior to our lien; (f) death; (g) the property is taken through eminent domain; (h) a judgment is filed against you and subjects you and the property to action that adversely affects our interest; or (i) a prior lien holder forecloses on the property and as a result, our interest is adversely affected.
- (4) You become an Executive Officer of Bank or a related company.

COLLATERAL PROTECTION INSURANCE: Unless you provide us with evidence of the insurance coverage required by your agreement with us, we may purchase insurance at your expense to protect our interests in your collateral. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance of obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

CASH ADVANCES: Cash advances may be obtained with your VISA® CARD at most FastBANK®, PLUS® SYSTEM, and UBANK® automated teller (ATM) locations. ATM transactions for your card are limited to \$1,000.00 per day. Cash advances are also limited by your Credit limit. Each ATM has a minimum withdrawal amount. Cash advances from a teller must be at least \$50.00. See the "EXPANDED ACCOUNT ACCESS" section about other cash advances.

LIMITS ON LIABILITY FOR VISA® CARD: Unless you have been grossly negligent or engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen card.

REMEDIES: The exercise of our remedies is subject to (a) any cure, reinstatement and redemption rights you may have; and (b) any notice of such rights to which you are entitled, as provided by state law. We will provide these rights, and notice of them, as required.

We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance.

In the event that we terminate your account, we will send you notice of our decision at the address listed on the front of this agreement. (You should inform us of any change in your address.)

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT: We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity Line of Credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;

- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement);
- (7) A regulatory agency has notified us that continued advances would constitute an unsafe business practice; or
- (8) After a payment has been made, we reserve the right to withhold available advances in the amount of the principal portion of the payment up to 7 business days from the date we receive the payment. Any credit available before the payment is received will continue to be available for advances during this time.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

JOINT ACCOUNTS: If this is a joint account, each of you will be jointly and severally liable for all amounts due under the account. Upon request by either party to the Account or upon receipt of inconsistent instructions, we may, at our option and without notice to the other party, follow the instructions of either party, honor any Check, refuse to pay any Check, or refuse any other request with respect to the Account.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

You authorize us to make or have made any credit inquiries we feel are necessary. You also authorize the persons or agencies to whom we make these inquiries to supply us with the information we request.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- ♦ Your name and account number.
- ♦ The dollar amount of the suspected error.
- ♦ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We

must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases: If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

EXPANDED ACCOUNT ACCESS

This is to advise you that, with U.S. Bank, N.A. and its affiliates:

- ♦ Any card or PIN issued to or selected by you under this agreement will access multiple checking, savings, Line of Credit and credit card account(s) in your name at Bank or any of its affiliates; and
- ♦ Your Account under this agreement may be accessed by any card(s) or PIN(s) that you have selected or that has been issued to you or may in the future be selected by you or issued to you by Bank or any of its affiliates.

"Access" means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs or via telephone, personal computer banking, or any other available method. There are no additional fees or charges for multiple account access. The fees and terms disclosed for each account apply. You understand that at UBank ATMs this multiple account access may be available for up to five checking, five savings, and five Line of Credit or credit card accounts. At other ATMs and with other methods of access, other limitations may apply.

You can, if you wish change this access and restrict the accounts that may be accessed by your card code or pin number.

ARBITRATION: You agree that if a dispute of any kind arises out of this agreement, either you or we can choose to have that dispute resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any claim subject to arbitration. The Arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read this entire Arbitration Provision carefully before accepting the terms of this agreement. Any claim, dispute or controversy (whether in contract, regulatory, tort, or otherwise, whether pre-existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to (a) the credit or services offered or provided to you, (b) the actions of you, us or third parties or (c) the validity of this arbitration provision (individually and collectively, a "Claim") must, after an election by you or us, be resolved by binding arbitration in accordance with this arbitration provision and the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in effect when the Claim is filed (or, in the event this arbitrator or these arbitration rules are no longer available, then a comparable substitute arbitration procedure and/or arbitration organization that does business on a nationwide basis). There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. You may obtain rules and forms by calling the AAA at 800-778-7879. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction. This Arbitration Provision shall survive repayment of your extension of credit and termination of this account. This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* If any provision of this Section is ruled invalid or unenforceable, this Section shall be rendered null and void in its entirety.

To Residents of Missouri specifically, and residents of other states generally.

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

This note is a "transferable record" as defined in applicable law relating to electronic transactions. Therefore, the holder of this note may, on behalf of the maker of this note, create a microfilm or optical disk or other electronic image of this note that is an authoritative copy as defined in such law. The holder of this note may store the authoritative copy of such note in its electronic form and then destroy the paper original as part of the holder's normal business practices. The holder, on its own behalf, may control and transfer such authoritative copy as permitted by such law.

SIGNATURES: By signing below, you understand we are a national banking association located in North Dakota and the interest rate and related charges are pursuant to the law of North Dakota and federal law. The law of the state where you are located and of the state where the property is located may apply to other issues. In addition, you agree to the terms on all pages of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Signature George R Edwards

Signature _____

By _____

AUTHENTICATION BY U.S. BANK, N.A.:

U.S. Bank, N.A. affiliate of and agent for the lender on this loan, acknowledges and agrees to the control agreement contained in the Security Interest in deposit accounts, and the subordination of its right of setoff to this security interest if and to the extent of a conflict. This is intended as an authentication.
U.S. BANK, N.A.

EXHIBIT 2A

EXHIBIT 2A

18

20090326-0003747

Prepared By:
Southwest Financial Services, Ltd.
537 E Pete Rose Way, STE 300
Cincinnati, OH 45202



014560224-000028152

Return To (name and address):
US Recordings
2925 Country Drive STE 201
St. Paul, MN 55117

Assessor's Parcel Number: 163-24-111-021,EN

Fee: \$21.00
N/C Fee: \$25.00
03/26/2009 16:35:04
T20090104864
Requestor:
US RECORDINGS INC

Debbie Conway STN
Clark County Recorder Pgs: 8

State of Nevada Space Above This Line For Recording Data



DEED OF TRUST
(With Future Advance Clause)

☐ Master Mortgage

Recorded By

By

By
(Signature) (Date)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is ...03/03/2009...
..... The parties and their addresses are:
GRANTOR:
GEORGE R. EDWARDS, UNMARRIED

163-24-111-021, ENTIRE PROPERTY
☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors,
their signatures and acknowledgments.

TRUSTEE:
U.S. Bank Trust Company, National Association,
a national banking association organized under the laws of the United States
111 SW Fifth Avenue
Portland, OR 97204

LENDER:
U.S. Bank National Association ND,
a national banking association organized under the laws of the United States
4325 17th Avenue SW
Fargo, ND 58103

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined on page 2) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, bargains, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property *(if property description is in metes and bounds the name and mailing address of the person who prepared the legal description must be included)* :
See attached Exhibit "A"

The property is located in ..CLARK COUNTY..... at
(County)
..4254.ROLLINGSTONE.DR.,LAS.VEGAS....., Nevada ..89103-3407...
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$..50,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*
Borrower(s): GEORGE R. EDWARDS
Principal/Maximum Line Amount: 50,000.00
Maturity Date: 03/02/2034
Note Date: 03/03/2009
- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. **Future advances are contemplated and are governed by the provisions of NRS 106.300 to 106.400, inclusive.** All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

(page 2 of 7)

- C. All other obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in Grantor's principal dwelling that is created by this Security Instrument.

5. **DEED OF TRUST COVENANTS.** Grantor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Grantor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Grantor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees to make all payments when due and to perform or comply with all covenants. Grantor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

Authority to Perform. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leasholds; Condominiums; Planned Unit Developments. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any

(page 3 of 7)

Dee

award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, bargain, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
8. **DEFAULT.** Grantor will be in default if any of the following occur:
 - Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.
 - Payments.** Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.
 - Property.** Any action or inaction by the Borrower or Grantor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following:
 - (a) Grantor fails to maintain required insurance on the Property;
 - (b) Grantor transfers the Property;
 - (c) Grantor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security;
 - (d) Grantor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument;
 - (e) a sole Grantor dies;
 - (f) if more than one Grantor, any Grantor dies and Lender's security is adversely affected;
 - (g) the Property is taken through eminent domain;
 - (h) a judgment is filed against Grantor and subjects Grantor and the Property to action that adversely affects Lender's interest; or
 - (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

(page 4 of 7)

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default. In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. Lender shall be entitled to, without limitation, the power to sell the Property.

If there is a default, Trustee shall, at the request of Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale, including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law.

Upon the sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges, and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Grantor breaches any covenant in this Security Instrument, Grantor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Grantor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

(page 5 of 7)

[Signature]

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
17. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisalment and homestead exemption rights relating to the Property.
18. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

(page 6 of 7)

GRE

19. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
20. **RIDERS:** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
[Check all applicable boxes]
☐ Assignment of Leases and Rents ☐ Other
21. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

George R. Edwards 3/3/09
(Signature) GEORGE R. EDWARDS (Date) (Signature) (Date)

ACKNOWLEDGMENT: Nevada STATE OF Clark COUNTY OF
This instrument was acknowledged before me this 9th day of March, 2009
(Individual) by GEORGE R. EDWARDS, UNMARRIED

My commission expires: Sept. 19, 2012
Debra A. Grusman
(Notary Public)
Customer Service Manager
(Title and Rank)

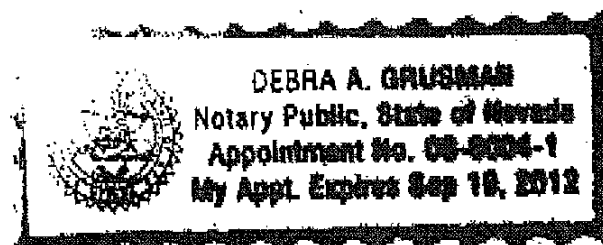


EXHIBIT "A" LEGAL DESCRIPTION

Account #: [REDACTED]
Order Date : 02/27/2009
Reference : 20090581626510
Name : GEORGE R. EDWARDS
Deed Ref : 20020712928

Index #:
Parcel #: 163-24-111-021

SITUATED IN THE STATE OF NEVADA, COUNTY OF CLARK:

**LOT NINETEEN (19) OF GLENVIEW WEST TOWNHOME, AS SHOWN BY MAP THEREOF ON
FILE IN BOOK 30 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK
COUNTY, NEVADA.**

**SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND
RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING,
BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN
POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.**

**BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 20020712928,
OF THE CLARK COUNTY, NEVADA RECORDS.**

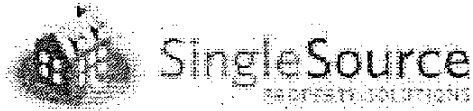


#122542620

6612 3/19/2009 75536829/1

EXHIBIT 3A

EXHIBIT 3A



Address: 4254 ROLLINGSTONE DR LAS VEGAS NV, 89103, CLARK
Borrower Name: GEORGE R EDWARDS Inspection Date: 2/4/2012 Effective Date: 2/6/2012
Property ID/APN: 120222052 / 163-24-111-021 Loan #: [REDACTED] Order ID: 120222052
Reference #: MLS Reference #(2): TAX Reference #(3):

Completed By: (company, name, address, phone, fax)

Craig Tann, LTD Craig Tann 8337 W. Sunset Rd. LAS VEGAS NV P:702-868-7197 F:702-317-3816
89113 Email:craigtanngroup@gmail.com

Agent's / Broker's distance from the subject: 6 Miles

I. General Conditions

Property Type: SFR
Occupancy: Unknown
Property Condition: Average
Condition Comments:
THE SUBJECT APPEARS MAINTAINED FROM THE EXTERIOR WITH NO NOTED REPAIRS NEEDED,
Estimated Exterior Repair Cost: \$0
Total Estimated Repairs: \$0
Estimated Repair Time: 0 Days
HOA? Yes Fees: \$ 140/mo. Assoc. Name: GLENVIEW Phone: 702-362-6252
Fees Include: Other - MGMT

II. Subject Sales and Listing History

Is Subject Currently Listed? No

Current List Price:

Original List Price:

List Date:

MLS #:

Listing Agent:

Listing Agent Phone:

Listing Agency:

Prior history (most recent transaction or expired listing first):

Date Listed	Date Sold	List Price	Sale Price	Notes
	08/01/1987		58380	LAST SALE

III. Neighborhood Market Data

Location: Suburban
Local Economy Is: Slow
Housing Supply Is: Stable
Number of Listings Is: Stable
Market For This Type of Property: Decreased 4.5 % in the past 6 months.
Normal Marketing Days: 125
Range of Value in Subject's Area: Low: \$40,000.00 Average: \$55,000.00 High: \$79,500.00
Pride Of Ownership: Average - Agent feels there will Not be a Resale Problem
Neighborhood Comments:
THE AREA IS MAINTAINED AND ESTABLISHED, CLOSE TO AREA PARKS, SCHOOLS AND SHOPPING CENTERS, NO NEGATIVE FACTORS NOTED IN THE AREA,

IV. Current Listings

	Subject	Listing #1	Listing #2	Listing #3
Street Address	4254 ROLLINGSTONE DR	4283 Rollingstone Dr	4258 Rollingstone Dr	4602 Via San Rafael
Zip Code	89103	89103	89103	89103
Miles To Subject		.05	.01	.94
List Price \$		\$47,900.00	\$45,000.00	\$69,900.00
Days on Market		54	114	16
Age (# of Years)	28	28	28	33
Condition	Average	Average	Average	Average
Style/Design	TOWNHOUSE	TOWNHOUSE	TOWNHOUSE	TOWNHOUSE
Living SQ. Feet	840	960	784	1036
Bedrooms	2	2	2	3
Bathrooms/Half Baths	2/0	2/0	1/0	2/0
Basement	No	No	No	No
Total Room #	4	4	4	5
Garage	0 Attached	0 Attached	0 Attached	1 Attached
Lot Size	.03 Acres	0.02 Acres	0.03 Acres	0.09 Acres
Other	PATIO	PATIO	PATIO	PATIO

Comments: (Why the comparable listing is superior or inferior to the subject)

Listing # 1: EQUAL FLOORPLAN,TILE FLOORS, CEILING FANS AND MAINTAINED. SHORT SALE.

Listing # 2: EQUAL FLOORPLAN,CEILING FANS,PEN FLOORPLAN, NEW CARPET AND PAINT AND A PATIO, SHORT SALE

Listing # 3: SUPERIOR FLOORPLAN,TILE FLOORS, CEILING FANS,OPEN FLOORPLAN,TILE COUNTERS, AND A PATIO,

V. Recent Sales

	Subject	Sold #1	Sold #2	Sold #3
Street Address	4254 ROLLINGSTONE DR	4565 Via San Marco	4609 Via Torino	4674 Via orino
Zip Code	89103	89103	89103	89103
Miles To Subject		.92	.87	.68
List Price \$		\$64,900.00	\$67,888.00	\$69,900.00
Sale Price \$		\$60,000.00	\$65,888.00	\$67,000.00
Type of Financing	CASH	CASH	CASH	FHA
Date of Sale		10/27/2011	11/4/2011	1/20/2012
Type of Sale	Short Sale	REO	REO	REO
Days on Market		4	89	79
Age (# of Years)	28	32	33	33
Condition	Average	Average	Average	Average
Style/Design	TOWNHOUSE	TOWNHOUSE	TOWNHOUSE	TOWNHOUSE
Living SQ. Feet	840	900	989	989
Bedrooms	2	3	2	2
Bathrooms/Half Baths	2/0	3/0	2/0	2/0
Basement	No	No	No	No
Total Room #	4	5	4	4
Garage	0 Attached	1 Attached	1 Attached	1 Attached
Lot Size	.03 Acres	0.09 Acres	0.11 Acres	0.09 Acres
Other	PATIO	PATIO	PATIO	PATIO
Adjustment ¹ \$+/- (See notes Below)		-1000	-6000	-6000
Adjusted Value ²		59000	59888	61000

¹ This is the Amount that should be added to or subtracted from the comparables Sale Price (Due to difference in features location etc.) to estimate the value of the Subject. If the Comp is inferior to the Subject then the adjustment will be positive.

² Estimated value of the Subject, based upon the sales price of the comparable Sold + or - adjustments.

Reasons for Adjustments (Why the comparable is superior or inferior to the subject).

Sold # 1: EQUAL FLOORPLAN, TILE FLOORS, CEILING FANS, OPEN FLOORPLAN AND MAINTAINED.

Sold # 2: SUPERIOR FLOORPLAN, WOOD FLOORS, OPEN FLOORPLAN, TILE COUNTERS AND A PATIO.

Sold # 3: SUPERIOR FLOORPLAN, TILE FLOORS, OPEN FLOORPLAN, CEILING FANS AND A PATIO,

VI. Marketing Strategy

	"As-Is" Value	"Repaired" Value	"QuickSale" Value
Suggested List Price	\$62,500.00	\$62,500.00	\$52,500.00
Probable Sales Price	\$60,000.00	\$60,000.00	\$50,000.00

Comments Regarding Pricing Strategy:

SLOW MARKET CONDITIONS, HUGE INCREASE IN SHORT SALES AND SOME REO'S, WITH VERY FEW FAIR MARKET PROPERTIES, ALSO MUCH LONGER DAYS ON THE MARKET DUE TO THE LONG PROCESS OF SHORT SALE APPROVAL. THE MARKET IS VERY AGGRESSIVE DUE TO THE AMOUNT OF SHORT SALES.

Unique Property Conditions.

ARRIVED AT THE SUBJECT VALUE USING MLS, CURRENT MARKET CONDITIONS, DAYS ON MARKET, HIGH REO AND SHORT SALES, WHICH IS CAUSING VALUES TO DEPRECIATE, ALL FACTORS TAKEN INTO CONSIDERATION, AGGRESSIVE PRICING IS NEEDED, TO SHORTEN MARKETING TIME.

The attached Broker Price Opinion (BPO) has been completed outside of The Uniform Standards of Professional Appraisal Practice (USPAP). The BPO is an evaluation tool and is not considered an appraisal of the market value of the property – it is an opinion of the probable sales price. SingleSource completes BPO requests for property listing, REO analysis, loan due diligence, modifications, etc to aid our servicing customers. SingleSource BPO reports are not eligible or appropriate for loan origination purposes.

Nevada BPO Supplement

Nevada law requires that a Broker Price Opinion ("BPO") prepared by a Nevada real estate licensee includes certain information. This form supplements any preprinted form or electronic submission required by the person or entity requesting the BPO. **The BPO is not complete without this Supplement.**

The BPO has been prepared by Craig Tann ("Licensee"), who is duly licensed (License No.:) and in good standing. Licensee is affiliated with Craig Tann, LTD ("Broker").

1. The BPO has been prepared for SingleSource Property Solutions, LLC. ("Recipient") regarding real property located at 4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103, APN 163-24-111-021 ("Property").
2. Licensee is informed that Recipient's interest in the property is: Third Party BPO.
3. The intended purpose of this BPO is: To determine the approximate market value of the aforementioned real property.
4. The basis used to determine the BPO, including, without limitation, any applicable market data and the computation of capitalization: CURRENT MLS DATA, AND CLARK COUNTY STATS
5. Assumptions or limiting conditions used to determine the BPO: NONE
6. Licensee has the following existing or contemplated interest in the Property (including, without limitation, the possibility of representing the seller or purchaser): NONE

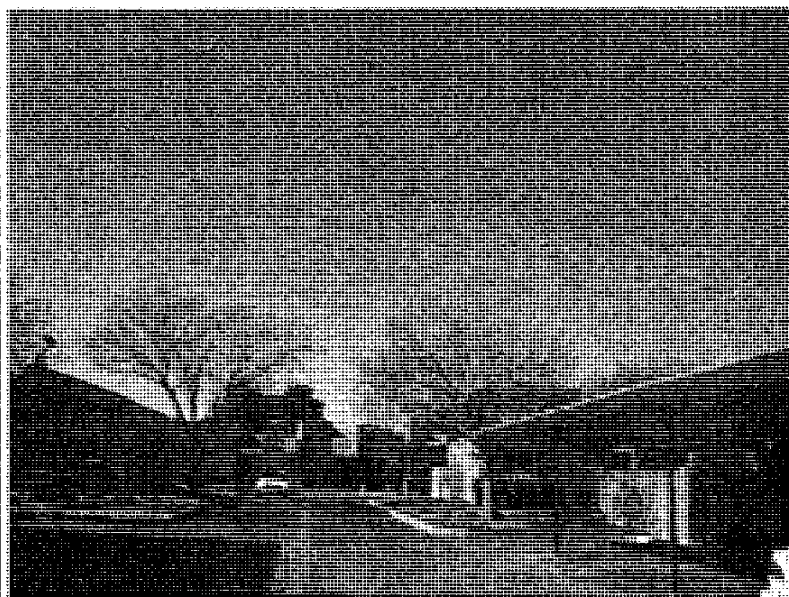
By entering my name and the date of Addendum completion below, I certify that the information provided above is accurate to the best of my knowledge. I understand that entering my name and date below will act as my electronic signature of this Addendum.

Issue Date: 05/01/2002

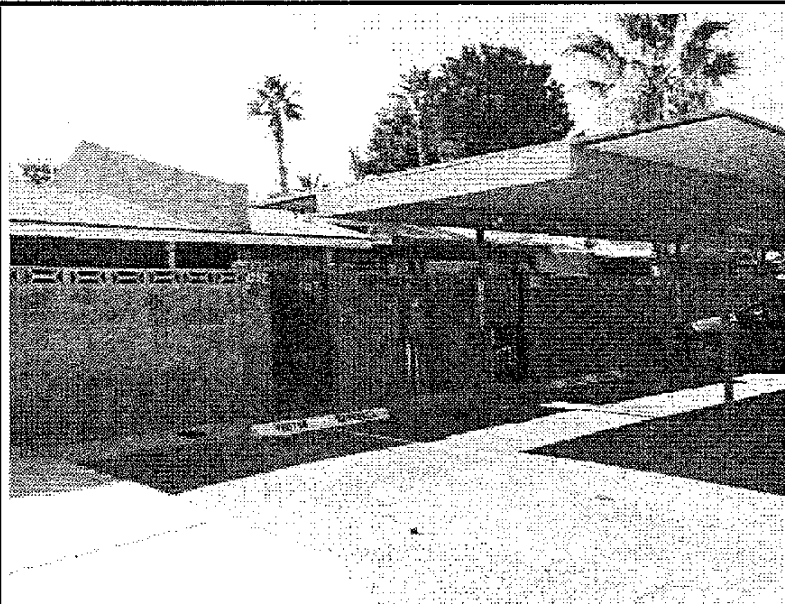
Licensee Name: CRAIG TANN

Notwithstanding any preprinted language to the contrary, This opinion is not an appraisal of the market value of the property. If an appraisal is desired, the services of a licensed Or certified appraiser must be obtained

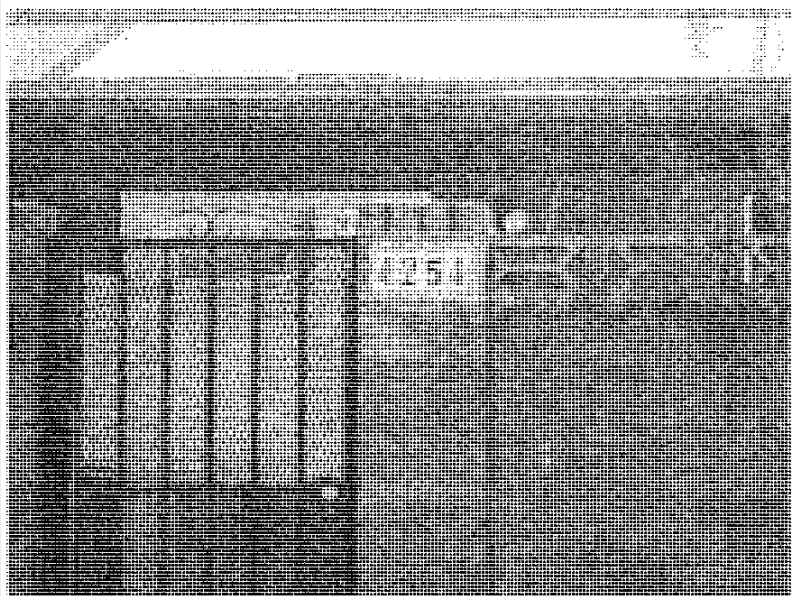
Property Images



Subject: Street



Subject: Front



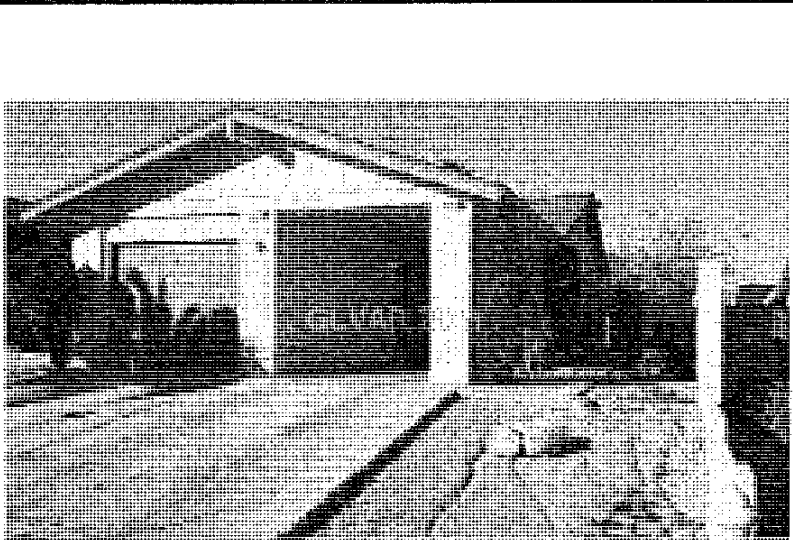
Subject: Address



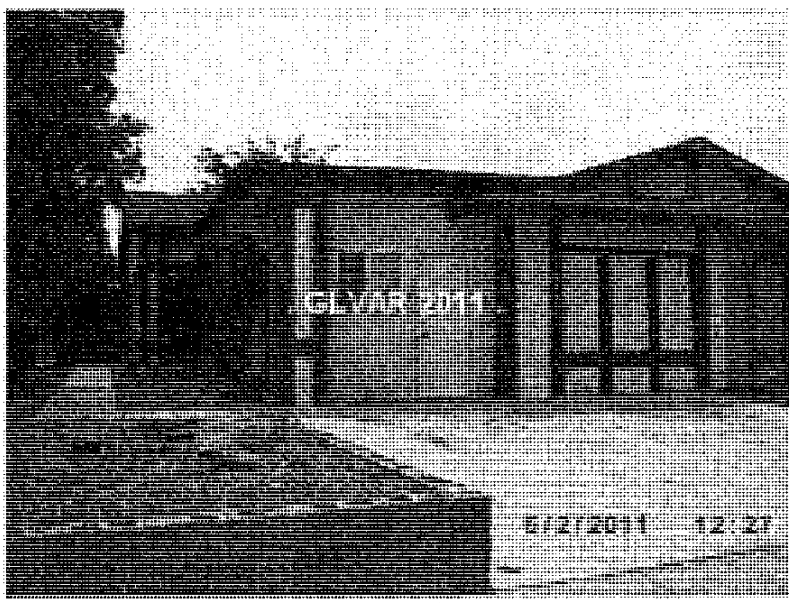
Listing 1: Front



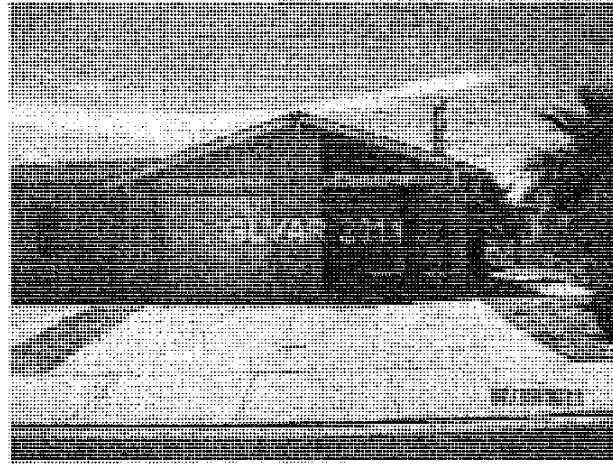
Listing 2: Front



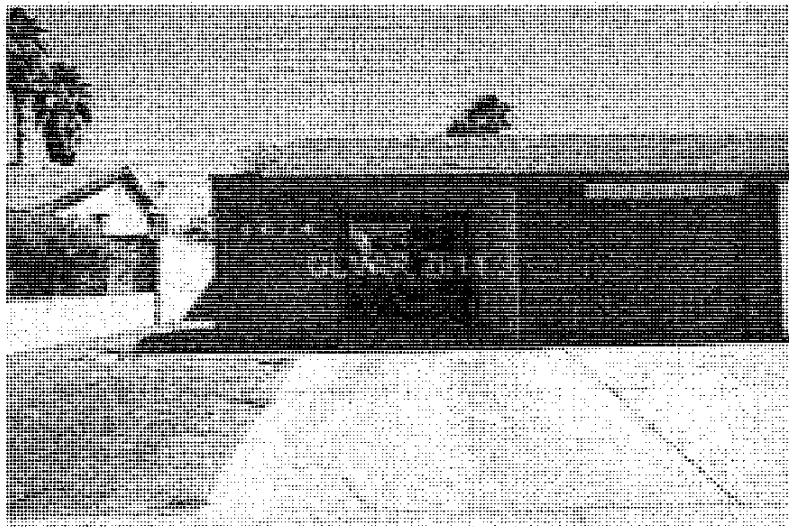
Listing 3: Front



Sale 1: Front



Sale 2: Front



Sale 3: Front

Comparable Map

EXHIBIT 4A

EXHIBIT 4A

PROPERTY ADDRESS LOAN #: XXXXXXXXXX		BROKER PRICE OPINION This BPO will have a significant impact on the marketing of this property. Every effort should be made to provide accurate and detailed information in your evaluation. Comments are always welcomed and are usually necessary to describe the property and market.		
4254 Rollingstone Dr , Las Vegas, NV 89103-3407				
FIRM NAME: NetPro Marketing LLC COMPLETED BY: Robert Johnson FANNIE MAE SALES REP: _____ DATE: 09/17/2015 PHONE #: (866) 967-1544				
Unit Type: <input type="checkbox"/> SFR <input type="checkbox"/> Condo <input checked="" type="checkbox"/> Townhouse <input type="checkbox"/> PUD <input type="checkbox"/> Multi-Family (# of units) <input type="checkbox"/> Modular <input type="checkbox"/> Land If Condo or PUD--HOA Fees are \$130 / month. The fee includes: Pool If Condo or PUD--Property Mgmt. (Company/Name): / Prop. Mgmt. Phone: _____ Current Occupancy: <input checked="" type="checkbox"/> Occupied <input type="checkbox"/> Vacant <input type="checkbox"/> Unknown				
I. GENERAL MARKET CONDITIONS Current market conditions: <input type="checkbox"/> Depressed <input checked="" type="checkbox"/> Slow <input type="checkbox"/> Stable <input type="checkbox"/> Improving <input type="checkbox"/> Excellent Employment conditions: <input checked="" type="checkbox"/> Declining <input type="checkbox"/> Stable <input type="checkbox"/> Increasing Market price of this type property has: <input type="checkbox"/> Increased <input type="checkbox"/> Decreased % in the past months <input checked="" type="checkbox"/> Remained Stable Estimated percentages of owners vs. tenants in neighborhood: 75 % of owner occupant 25 % tenant. There is a(n) <input type="checkbox"/> normal supply <input type="checkbox"/> over supply <input checked="" type="checkbox"/> shortage of comparable listings in the area. Approximate number of comparable units for sale in neighborhood: 10 Number of listings in area that are REO or Corp. owned: 3 Number of boarded or blocked up homes: 0 Comments: Increasing supply and decreasing demand. Approximately 25% of all inventory is distress and reo.				
II. SUBJECT MARKETABILITY Range of values in the neighborhood is \$73,000 to \$115,000 Location: Suburban The subject is an <input type="checkbox"/> over improvement <input type="checkbox"/> under improvement <input checked="" type="checkbox"/> appropriate improvement for the area. Estimated marketing time is 90 days. Marketability of subject property is: <input type="checkbox"/> Excellent <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Poor Comments: No negative attributes affecting marketability.				
III. MARKETING STRATEGY Most likely buyer: <input checked="" type="checkbox"/> Owner occupant <input type="checkbox"/> Investor Potential financing: <input type="checkbox"/> Fannie Mae <input type="checkbox"/> Cash <input type="checkbox"/> Outside Lender <input checked="" type="checkbox"/> FHA <input type="checkbox"/> VA Recommended repairs and an estimate of cost by item: Describe any structural damage: 1. _____ 3. _____ No structural damage noted. 2. _____ 4. _____				
COMPETITIVE CONTRACT OFFERINGS OR LISTINGS				
ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO.3
Address	4254 Rollingstone Dr , Las Vegas,	6114 Meadow View Ln, Las Vegas, NV 89103	4705 Via Torino Las Vegas, NV 89103-2610	4288 Rollingstone Dr, Las Vegas, NV 89103-3
Proximity to Subject		0.84 miles	0.83 miles	0.04 miles
Current List Price		\$83,000	\$77,000	\$94,900
Original List Price		\$75,000	\$77,000	\$99,900
Value Adjustments	Description	Description	Description	Description
Sales or Finc. Conces		0	0	0
Date of Sale/D.O.M.		119	8	59
Location	Suburban	Suburban	Suburban	Suburban
Lot Size	1307	1742	4792	1307
Design/style	Average/Row House	Average/Row House	Average/Row House	Average/Row House
Construction type	Frame	Frame	Frame	Frame
Year Built	1984	1976	1980	1984
Condition	Average	Average	Average	Average
Above Grade Room Count	Total Beds Baths 4 2 2/0	Total Beds Baths 5 3 2/0	Total Beds Baths 5 3 2/0	Total Beds Baths 4 2 2/0
Gross Living	840 Sq.Ft.	1068 Sq.Ft.	1036 Sq.Ft.	840 Sq.Ft.
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Both	Both	Both	Both
Garage/Carport	None/1 Car	None/1 Car	1 Car Attached/1 Car	None/1 Car
Porch, Patio, Pools	Open/Slab/None	Open/Slab/None	Open/Slab/None	Open/Slab/None
Special Energy Efficient Items	Average	Average	Average	Average
Fireplace(s)	1	None	None	None
Other (e.g. kitchen equip., remodeling)	none	none	none	noneq

COMPETITIVE CLOSED SALES

Broker should report the days from list to close for each sale under Date of Sale.

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO.3	
Address	4254 Rollingstone Dr , Las V	4244 Rollingstone Dr, Las Vegas, NV 89103-34		4541 Via San Marco, Las Vegas, NV 89103-2		4571 Via San Marco, Las Vegas, NV 89103-264	
Proximity to Subject		0.02 miles		0.95 miles		0.91 miles	
Sales Price			\$75,000		\$91,500		\$86,500
Price/Gross Liv. Area		\$89		\$107		\$87	
Value Adjustments	Description	Description	+(-)Adjustment	Description	+(-)Adjustment	Description	+(-)Adjustment
Sales or Finc. Conces		0		0		0	
Date of Sale/D.O.M.		09/09/15, 37		08/03/15, 3		03/31/15, 105	
Location	Suburban	Suburban		Suburban		Suburban	
Lot Size	1307	1307		3485	(\$2,000)	3920	(\$2,400)
Design/style	Average/Row Ho	Average/Row	\$0	Average/Row	\$0	Average/Row	\$0
Construction type	Frame	Frame		Frame		Frame	
Year Built	1984	1984		1980		1980	
Condition	Average	Average		Average		Average	
Above Grade Room Count	Total Beds Baths 4 2 2/0 840 Sq.Ft.	Total Beds Baths 4 2 2/0 840 Sq.Ft.	\$0	Total Beds Baths 4 2 1/0 854 Sq.Ft.	(\$158)	Total Beds Baths 4 2 2/0 989 Sq.Ft.	(\$7,003)
Basement & Finished Rooms Below Grade	None	None		None		None	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Both	Both		Both		Both	
Garage/Carport	None/1 Car	None/1 Car	\$0	1 Car Attached/None	(\$500)	1 Car Attached/1 Car	(\$1,000)
Porch, Patio, Pools	Open/Slab/None	Open/Slab/None	\$0	Open/Slab/None	\$0	Open/Slab/None	\$0
Special Energy Efficient Items	Average	Average		Average		Average	
Fireplace(s)	1	None	\$500	None	\$500	None	\$500
Other (e.g. kitchen equip., remodeling)	none	none		none		none	
Net Adj. (total)			\$ \$500		\$ (\$2,158)		\$ (\$9,903)
Indicated Value of Subject			\$ \$75,500		\$ \$89,342		\$ \$76,597

VI. COMMENTS on Sales Comparison and Reconciliation

No negative attributes affecting marketability.

THE VALUE FOR THE SUBJECT PROPERTY BASED ON 90 DAYS TO SELL AND CLOSE IS:

OPINION OF VALUE		
	AS IS	REPAIRED
Probable Final	\$75,500	\$75,500
Suggested List	\$85,500	\$85,500

Check one block below:

- ☐ Both the interior and exterior were inspected.
☒ Only the exterior was inspected.

CLIENT LOAN NUMBER: XXXXXXXXXX

15VSD4337

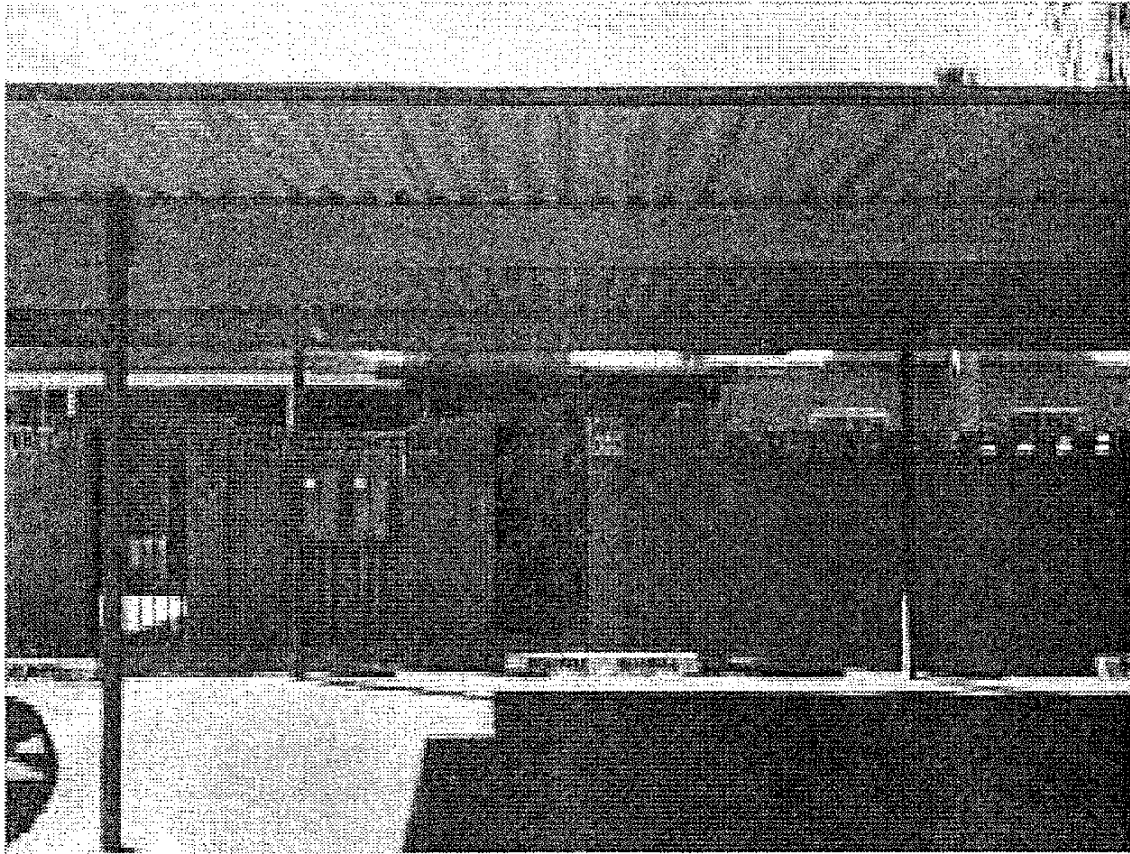
APP000228

Nations Valuation Services

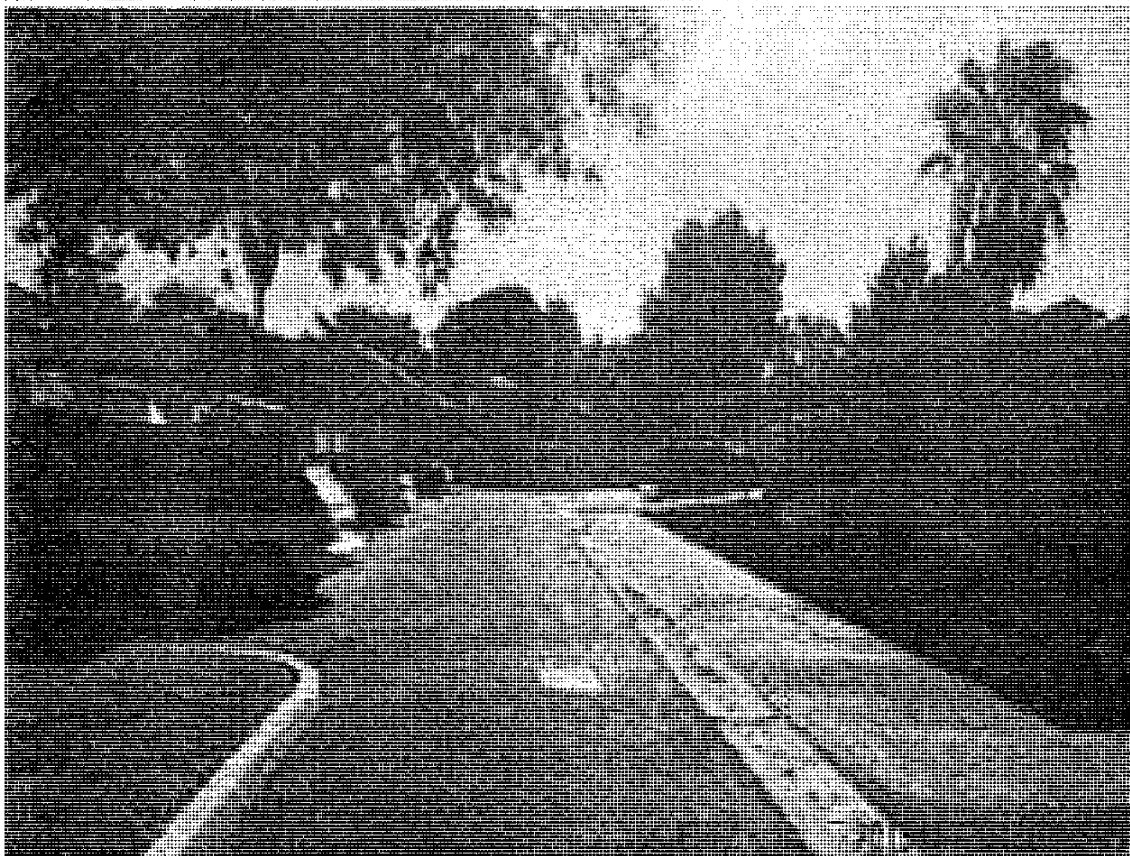
NVS #: 15VSD4337
CLIENT: FIRSTAR/US Bank – OH
LOAN: [REDACTED]

MORTGAGOR:
PROPERTY ADDRESS: 4254 Rollingstone Dr
Las Vegas, NV 89103-3407
INSPECTION DATE: 09/17/15

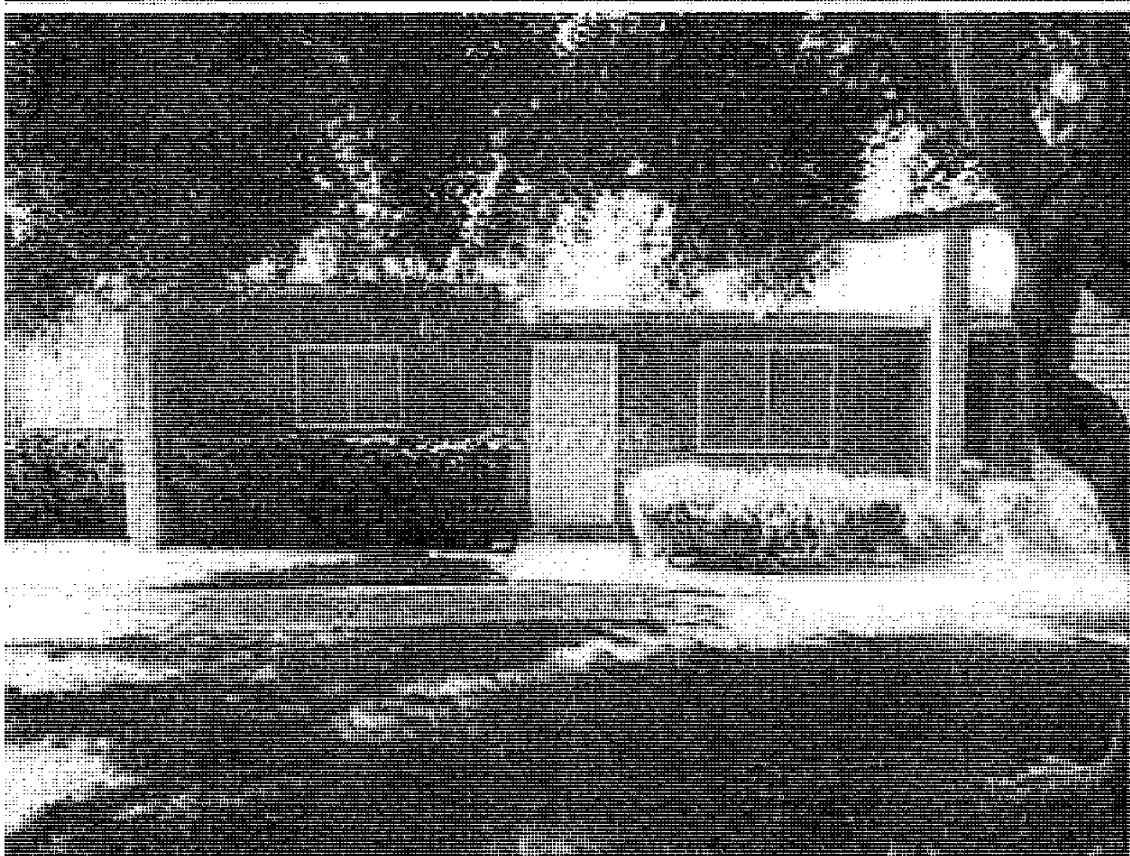
Subject Exterior Photos
Source: Original
front



Street Scene Photos
Source: Original
street



Sale Comp 1
Source: mls



Nations Valuation Services

3 PHOTO(S), PAGE 2 of 3

NVS #: 15VSD4337

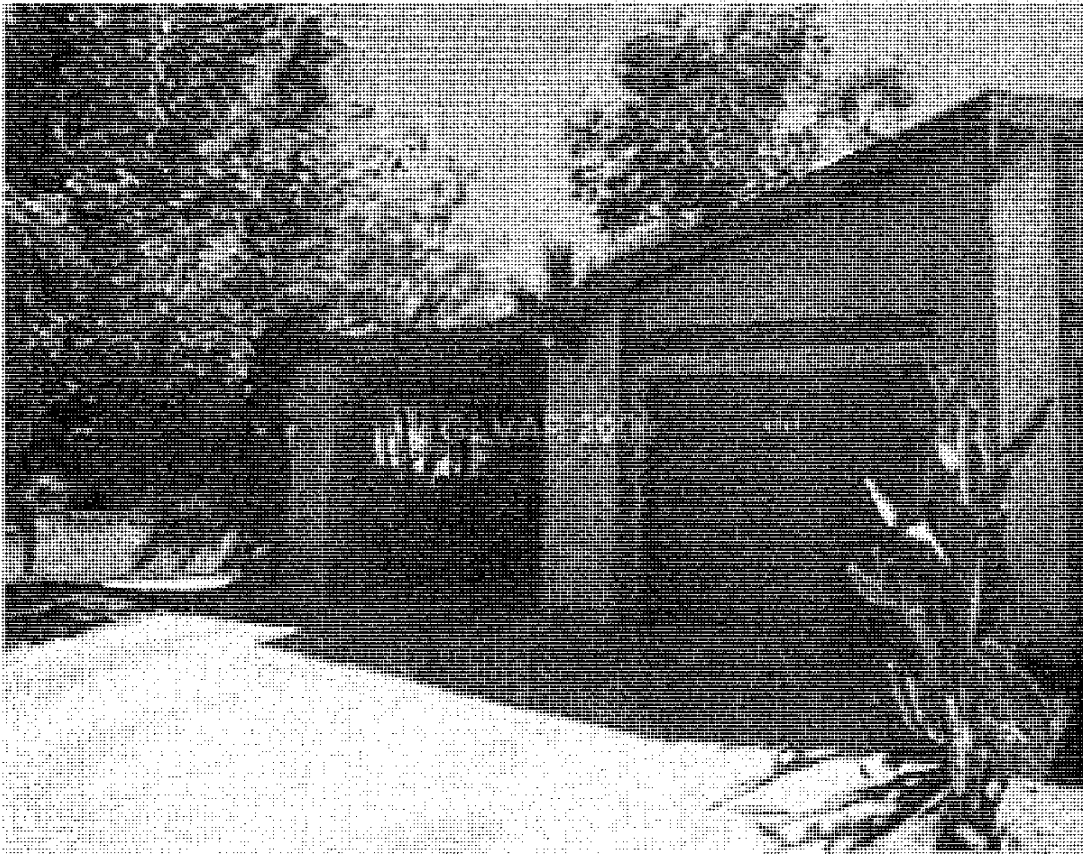
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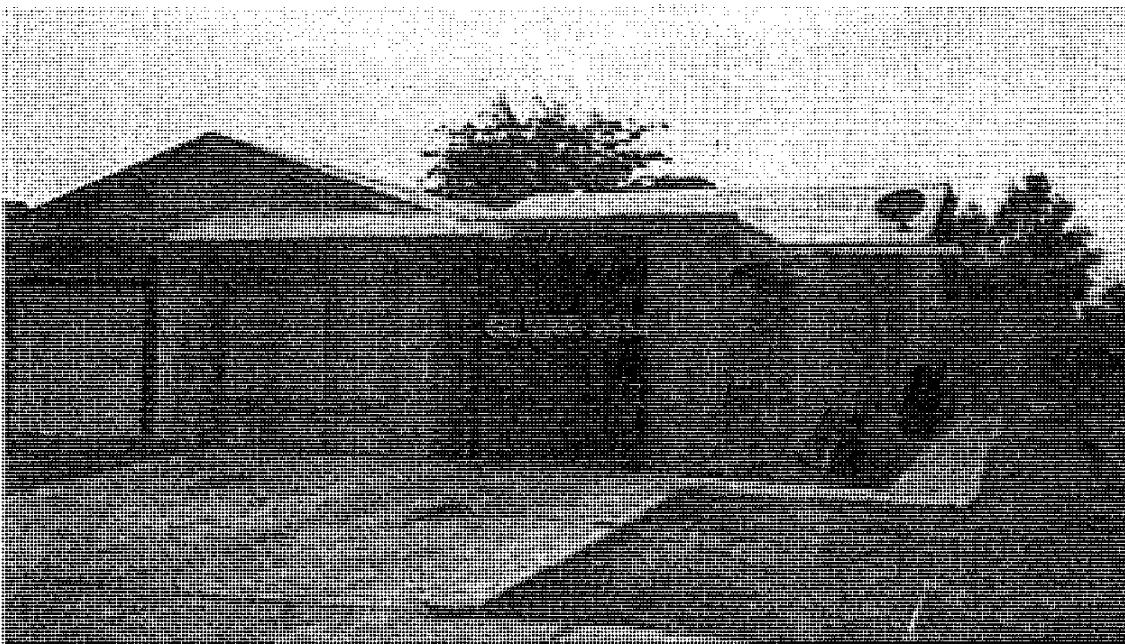
MORTGAGOR:

PROPERTY ADDRESS: 4254 Rollingstone Dr
Las Vegas, NV 89103-3407

INSPECTION DATE: 09/17/15



Sale Comp 2
Source: mls



Sale Comp 3
Source: mls



Listing Comp 1
Source: mls

Nations Valuation Services

2 PHOTO(S), PAGE 3 of 3

NVS #: 15VSD4337

MORTGAGOR:

CLIENT: FIRSTAR/US Bank – OH

PROPERTY ADDRESS: 4254 Rollingstone Dr
Las Vegas, NV 89103-3407

LOAN: [REDACTED]

INSPECTION DATE: 09/17/15

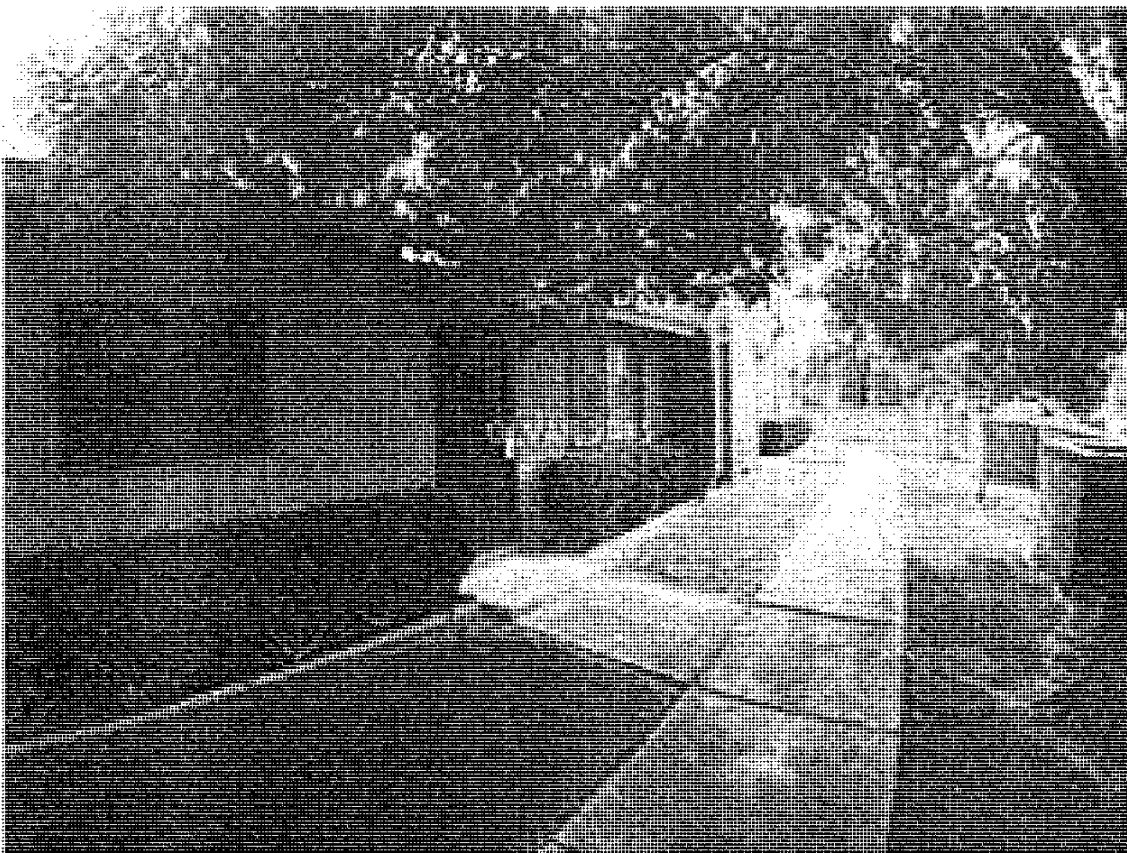
Listing Comp 2

Source: mls



Listing Comp 3

Source: mls





NEVADA BPO SUPPLEMENT

Nevada law requires that a Broker Price Opinion ("BPO") prepared by a Nevada real estate licensee includes certain information. This form supplements any preprinted form or electronic submission required by the person or entity requesting the BPO. **The BPO is not complete without this Supplement.** Nevada law requires that compensation for real estate services, including BPOs, be made directly to the Broker, and that the Broker retain records for a minimum of five years.

The BPO has been prepared by Robert P Johnson ("Licensee"), who is duly
licensed (License No.: 57846) and in good standing. Licensee is affiliated with
Lonnie Garvin - Wellcity Realty ("Broker").
Nevada Real Estate License No.
Broker Name

1. The BPO has been prepared for NVS ("Recipient") regarding
real property located at 4254 Rollingstone Dr Las Vegas NV 89103
, APN 163-24-111-021 ("Property").

2. Licensee is informed that Recipient's interest in the property is: An existing or potential sell, and existing or
potential buyer, or third party making decisions, or performing due diligence for an existing, or potential lien holder.

3. The intended purpose of this BPO is To assist the recipient in making decisions within the scope of applicable
regulatory requirements and/or performing due diligence.

4. The basis used to determine the BPO is MLS, Tax Records, Experience evaluating in subject market place.
with the following applicable market data N/A and
computation of capitalization N/A

5. Assumptions or limiting conditions used to determine the BPO: N/A

6. Licensee has the following existing or contemplated interest in the Property (including, without limitation,
the possibility of representing the seller or purchaser): None.

Issue Date: 9/17/2015 Licensee Signature: _____

**Notwithstanding any preprinted language to the contrary,
this opinion is not an appraisal of the market value of the
property. If an appraisal is desired, the services of a licensed
or certified appraiser must be obtained.**



NEVADA BPO SUPPLEMENT

Nevada law requires that a Broker Price Opinion ("BPO") prepared by a Nevada real estate licensee includes certain information. This form supplements any preprinted form or electronic submission required by the person or entity requesting the BPO. **The BPO is not complete without this Supplement.** Nevada law requires that compensation for real estate services, including BPOs, be made directly to the Broker, and that the Broker retain records for a minimum of five years.

The BPO has been prepared by Robert P Johnson ("Licensee"), who is duly
Licensee Name
licensed (License No.: 57846) and in good standing. Licensee is affiliated with
Nevada Real Estate License No.
Lonnie Garvin - Wellcity Realty ("Broker").
Broker Name

1. The BPO has been prepared for NVS ("Recipient") regarding
real property located at 4254 Rollingstone Dr Las Vegas NV 89103
, APN 163-24-111-021 ("Property").

2. Licensee is informed that Recipient's interest in the property is: An existing or potential sell, and existing or
potential buyer, or third party making decisions, or performing due diligence for an existing, or potential lien holder.

3. The intended purpose of this BPO is To assist the recipient in making decisions within the scope of applicable
regulatory requirements and/or performing due diligence.

4. The basis used to determine the BPO is MLS, Tax Records, Experience evaluating in subject market place.
with the following applicable market data N/A and
computation of capitalization N/A

5. Assumptions or limiting conditions used to determine the BPO: N/A

6. Licensee has the following existing or contemplated interest in the Property (including, without limitation,
the possibility of representing the seller or purchaser): None.

Issue Date: 9/17/2015 Licensee Signature: _____

**Notwithstanding any preprinted language to the contrary,
this opinion is not an appraisal of the market value of the
property. If an appraisal is desired, the services of a licensed
or certified appraiser must be obtained.**

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of Les Zieve, and not a party to nor interested in the within matter; that on the 16th day of May 2016 service of the **AFFIDAVIT OF JULIE LOR IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT** was made:

(X) by serving the following parties electronically through CM/ECF/WIZNET as set forth below;

Michael F. Bohn, Esq.
Law Offices of Michael F. Bohn
376 East Warm Springs Road, Ste. 140
Las Vegas, NV 89119
office@bohnlawfirm.com
mbohn@bohnlawfirm.com

(X) by depositing a copy in the United States Mail postage prepaid to the parties listed below:

The Attorney General
100 North Carson Street
Carson, City, NV 89701

Courtesy Copy

/s/ Jenny Humphrey
Jenny Humphrey, an employee of
Law Offices of Les Zieve