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Elizabeth A. Brown  
Clerk of Supreme Court

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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 11**

19  
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## INDEX TO JOINT APPENDIX VOLUME 11

Volume	Date Filed	Document	Bates Stamp
11	03/16/22	U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP002442- APP002493
11	03/31/22	Resource Group, LLC's Opposition to U.S. Bank's Motion for Summary Judgment	APP002494- APP002571
11	04/06/22	Order Rescheduling Date for Pre- Trial/Calendar Call	APP002572- APP002573
11	04/07/22	U.S. Bank National Association N.D.'s Reply in Support of Motion for Summary Judgment	APP002574- APP002586

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1	05/16/16	Affidavit of Julie Lor in Support of Motion for Summary Judgment	APP000198- APP000234
8	10/18/21	Amended Order Rescheduling Dates for Trial, and Pre-Trial/Calendar Call	APP001938- APP001939
61	06/29/20	Amended Order Setting Civil Non- Jury Trial, Pre-Trial/Calendar Call	APP000000- APP000000
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1	07/16/14	Answer and Counterclaim	APP000062- APP000069
1	02/20/15	Answer to Counterclaim	APP000093- APP000097
1	08/07/13	Application for an Order to Serve by Publication	APP000048- APP000050
1	08/30/12	Complaint for Judicial Foreclosure of Deed of Trust	APP000001- APP000035
1	02/07/14	Default	APP000053- APP000055
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3	6	09/26/17	Joint Pre-Trial Memorandum	APP001340-APP001346
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6	2/3	01/03/17	Motion for Summary Judgment	APP000375-APP000500
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12	2	09/20/16	Notice of Deposition	APP000359-APP000361
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8	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
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10	8	07/03/19	Opinion in Appeal No. 74575 U.S. Bank, National Association ND v. Resources Group, LLC	APP001794- APP001802
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24	8	01/13/20	Scheduling Order and Order Setting Civil Non-Jury Trial, Pre-Trial/Calendar Call	APP001803-APP001807
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26	8	11/18/20	2 <sup>nd</sup> Amended Order Setting Civil Non-Jury Trial	APP001831-APP001834
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4	8	06/29/20	Stipulation and Order to Extend Discovery and Continue Trial Date (First Request)	APP001808- APP001813
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6	2	11/15/16	Stipulation and Order to Extend Discovery Deadlines (Second Request)	APP000362- APP000365
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9	1	08/20/14	Stipulation and Order for Stay of Proceedings	APP000070- APP000072
10	6	04/03/17	Stipulation and Order to Toll NRCp 41(e)	APP001301- APP001303
11	6	09/28/17	U.S. Bank's Brief in Support of Trial	APP001347- APP001373
12	3/4	01/03/17	U.S. Bank's Motion for Summary Judgment	APP000501- APP000771
13	1	05/16/16	U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP000120- APP000197
14	8/9/10/ 11	03/16/22	U.S. Bank National Association N.D.'s Motion for Summary Judgment	APP001940- APP002493
15	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 Counter-motion for Summary Judgment	APP000311- APP000329

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11/12	04/07/22	U.S. Bank National Association N.D.'s Reply in Support of Motion for Summary Judgment	APP002574- APP002599
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# EXHIBIT 14

# EXHIBIT 14

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

**United States Bankruptcy Court**  
**District of Nevada**

In re **Bourne Valley Court Trust**

Debtor

Case No. **12-16387**Chapter **11**

**SUMMARY OF SCHEDULES**

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

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	<b>Yes</b>	<b>1</b>	<b>828,000.00</b>		
B - Personal Property	<b>Yes</b>	<b>3</b>	<b>0.00</b>		
C - Property Claimed as Exempt	<b>No</b>	<b>0</b>			
D - Creditors Holding Secured Claims	<b>Yes</b>	<b>3</b>		<b>0.00</b>	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<b>Yes</b>	<b>1</b>		<b>0.00</b>	
F - Creditors Holding Unsecured Nonpriority Claims	<b>Yes</b>	<b>6</b>		<b>0.00</b>	
G - Executory Contracts and Unexpired Leases	<b>Yes</b>	<b>1</b>			
H - Codebtors	<b>Yes</b>	<b>1</b>			
I - Current Income of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>N/A</b>
J - Current Expenditures of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>N/A</b>
Total Number of Sheets of ALL Schedules		<b>16</b>			
Total Assets			<b>828,000.00</b>		
Total Liabilities				<b>0.00</b>	

Form 6 - Statistical Summary (12/07)

**United States Bankruptcy Court  
District of Nevada**

In re Bourne Valley Court Trust

Debtor

Case No. 12-16387Chapter 11

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

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

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

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

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

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

**State the following:**

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

**State the following:**

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

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE A - REAL PROPERTY**

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

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

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

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
3171 Castle Canyon Henderson NV 89052 APN: 17735816027	-	-	135,000.00	Unknown
5332 La Quinta Hills St North Las Vegas, NV 89081 APN: 12435215124	-	-	85,000.00	Unknown
8129 Back Packer Court Las Vegas NV 89131 APN: 12516316038	-	-	75,000.00	Unknown
410 Horse Pointe Ave North Las Vegas, NV 89084 APN: 12422311021	-	-	70,000.00	Unknown
1452 Bourne Valley Court Las Vegas, NV 89123 APN: 17714214043	-	-	125,000.00	Unknown
3621 Wild Willow St Las Vegas NV 89129 APN: 13836803015	-	-	35,000.00	Unknown
4254 Rollingstone Dr Las Vegas, NV 89103 APN: 16324111021	-	-	35,000.00	Unknown
4449 Laguna Garden Ave North Las Vegas NV 89115 APN: 12329210148	-	-	80,000.00	Unknown
5650 E Sahara Ave #1011 Las Vegas, NV 89142 APN: 16104816019	-	-	28,000.00	Unknown
5733 Larkdale St Las Vegas, NV 89120 APN: 16131513015	-	-	160,000.00	Unknown

Sub-Total > **828,000.00** (Total of this page)Total > **828,000.00**0 continuation sheets attached to the Schedule of Real Property

(Report also on Summary of Schedules)

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

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

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

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

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	X			
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			

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

2 continuation sheets attached to the Schedule of Personal Property

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

In re Bourne Valley Court TrustCase No. 12-16387

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	X			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			

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

Sheet 1 of 2 continuation sheets attached  
to the Schedule of Personal Property

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

In re Bourne Valley Court TrustCase No. 12-16387

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	X			
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
29. Machinery, fixtures, equipment, and supplies used in business.	X			
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize.	X			

Sub-Total >	<b>0.00</b>
(Total of this page)	
Total >	<b>0.00</b>

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

(Report also on Summary of Schedules)

B6D (Official Form 6D) (12/07)

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

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

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

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

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

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R  H W J C	Husband, Wife, Joint, or Community	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.			<b>First Mortgage</b>					
<b>American Home Mtg Srv</b> <b>PO Box 631730</b> <b>Irving, TX 75063</b>	-		<b>5733 Larkdale St Las Vegas, NV 89120</b> <b>APN: 16131513015</b>			X		
Value \$			<b>160,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Account No.			<b>First Mortgage</b>					
<b>Century 21 Mortgage</b> <b>2001 Bishops Gate Blvd</b> <b>Mount Laurel, NJ 08054</b>	-		<b>3171 Castle Canyon Henderson NV</b> <b>89052</b> <b>APN: 17735816027</b>			X		
Value \$			<b>135,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Account No.			<b>First Mortgage</b>					
<b>Countrywide</b> <b>450 American St #SV416</b> <b>Simi Valley, CA 93065</b>	-		<b>5650 E Sahara Ave #1011 Las Vegas, NV</b> <b>89142</b> <b>APN: 16104816019</b>			X		
Value \$			<b>28,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Account No.			<b>First Mortgage</b>					
<b>Countrywide</b> <b>450 American St #SV416</b> <b>Simi Valley, CA 93065</b>	-		<b>1452 Bourne Valley Court Las Vegas, NV</b> <b>89123</b> <b>APN: 17714214043</b>			X		
Value \$			<b>125,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Subtotal (Total of this page)							<b>0.00</b>	<b>0.00</b>

2 continuation sheets attached

B6D (Official Form 6D) (12/07) - Cont.

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E D E B I T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.			<b>First Mortgage</b>					
<b>Fidelity National Title Agency</b> <b>5737 Hedgeford Court</b> <b>Las Vegas, NV 89120</b>			<b>3621 Wild Willow St Las Vegas NV 89129</b> <b>APN: 13836803015</b>			<b>X</b>		
			Value \$ <b>35,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Account No.			<b>First Mortgage</b>					
<b>Mountain View Mortgage</b> <b>7311 W Charleston Blvd #110</b> <b>Las Vegas, NV 89117</b>			<b>4449 Laguna Garden Ave North Las Vegas NV 89115</b> <b>APN: 12329210148</b>			<b>X</b>		
			Value \$ <b>80,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Account No.			<b>First Mortgage</b>					
<b>Mountain View Mortgage</b> <b>7311 W Charleston Blvd #110</b> <b>Las Vegas, NV 89117</b>			<b>8129 Back Packer Court Las Vegas NV 89131</b> <b>APN: 12516316038</b>			<b>X</b>		
			Value \$ <b>75,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Account No.			<b>First Mortgage</b>					
<b>Plaza Home Mortgage</b> <b>5090 Shoreham Place #109</b> <b>San Diego, CA 92122</b>			<b>410 Horse Pointe Ave North Las Vegas, NV 89084</b> <b>APN: 12422311021</b>			<b>X</b>		
			Value \$ <b>70,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Account No.			<b>First Mortgage</b>					
<b>Southwest Financial Services</b> <b>537 E Pete Rose Way #300</b> <b>Cincinnati, OH 45202</b>			<b>4254 Rollingstone Dr Las Vegas, NV 89103</b> <b>APN: 16324111021</b>			<b>X</b>		
			Value \$ <b>35,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Subtotal (Total of this page)							<b>0.00</b>	<b>0.00</b>

Sheet 1 of 2 continuation sheets attached to  
Schedule of Creditors Holding Secured Claims

B6D (Official Form 6D) (12/07) - Cont.

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions.)	C O D E B Y C R E D I T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	C O N T I N G E N T	U N L I Q U I T A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
Account No.			<b>First Mortgage</b>					
<b>World Savings &amp; Loan</b> <b>Attn: Bankruptcy</b> <b>4101 Wiseman Blvd</b> <b>San Antonio, TX 78251</b>			<b>5332 La Quinta Hills St North Las Vegas,</b> <b>NV 89081</b> <b>APN: 12435215124</b>			<b>X</b>		
			Value \$ <b>85,000.00</b>				<b>Unknown</b>	<b>Unknown</b>
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					
Account No.								
			Value \$					
Subtotal (Total of this page)							<b>0.00</b>	<b>0.00</b>
Total (Report on Summary of Schedules)							<b>0.00</b>	<b>0.00</b>

Sheet **2** of **2** continuation sheets attached to  
Schedule of Creditors Holding Secured Claims

B6E (Official Form 6E) (4/10)

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

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

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

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

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

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

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

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

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

☐ **Domestic support obligations**

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

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

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

☐ **Wages, salaries, and commissions**

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

☐ **Contributions to employee benefit plans**

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

☐ **Certain farmers and fishermen**

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

☐ **Deposits by individuals**

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

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

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

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

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

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

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

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

0 continuation sheets attached

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

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

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

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

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

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

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  <b>Alessi &amp; Koenig LLC</b> <b>9500 W Flamingo #205</b> <b>Las Vegas, NV 89147</b>	-	<b>Unpaid Lien 3621 Wild Willow</b>			X	<b>Unknown</b>
Account No.  <b>Alessi &amp; Koenig LLC</b> <b>9500 W Flamingo #205</b> <b>Las Vegas, NV 89147</b>	-	<b>Unpaid HOA 4254 Rollingstone Dr</b>			X	<b>Unknown</b>
Account No.  <b>Angius &amp; Terry Collections</b> <b>1120 N Town Center Dr #260</b> <b>Las Vegas, NV 89144</b>	-	<b>Unpaid HOA Lien 8129 Back Packer</b>			X	<b>Unknown</b>
Account No.  <b>Angius &amp; Terry Collections</b> <b>1120 N Town Center Dr #260</b> <b>Las Vegas, NV 89144</b>	-	<b>Unpaid HOA Lien 1452 Bourne Valley</b>			X	<b>Unknown</b>
Subtotal (Total of this page)						<b>0.00</b>

5 continuation sheets attached

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No.  <b>Angius &amp; Terry Collections</b> <b>1120 N Town Center Dr #260</b> <b>Las Vegas, NV 89144</b>			<b>Unpaid HOA Lien 5733 Larkdale</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>BAC Home Loans Servicing</b> <b>450 American St.</b> <b>Simi Valley, CA 93065</b>			<b>5650 E Sahara Ave #1011 Lien</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>Chase</b> <b>2780 Lake Vista Dr</b> <b>Lewisville, TX 75067</b>			<b>Unpaid Lien 5733 Larkdale</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>City of Henderson</b> <b>PO Box 52767</b> <b>Phoenix, AZ 85072</b>			<b>Unpaid Utilities 3171 Castle Canyon</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>City of North Las Vegas</b> <b>2200 Civic Center Dr</b> <b>North Las Vegas, NV 89030</b>			<b>Unpaid Utilities 5332 La Quinta</b>			<b>X</b>	<b>Unknown</b>
Sheet no. <b>1</b> of <b>5</b> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)
							<b>0.00</b>

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R R O W E R	H W J C	Husband, Wife, Joint, or Community  DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM	
Account No.  City of North Las Vegas 2200 Civic Center Dr North Las Vegas, NV 89030			Unpaid Utility Service 410 Horse Pointe			X	Unknown	
Account No.  City of North Las Vegas 2200 Civic Center Dr North Las Vegas, NV 89030			Unpaid Utility Service 4449 Laguna Garden			X	Unknown	
Account No.  Cortez Heights HOA PO Box 12117 Las Vegas, NV 89112			Unpaid HOA Lien 5332 La Quinta			X	Unknown	
Account No.  Dotson & Qualey 2320 Paseo Dr Prado #B205 Las Vegas, NV 89102			Judgement Lien 5650 E Sahara Ave #1101			X	Unknown	
Account No.  EMC Mortgage Corp 2780 Lake Vista Dr Lewisville, TX 75067			8129 Back Packer Lien			X	Unknown	
Sheet no. <u>2</u> of <u>5</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							Subtotal (Total of this page)	0.00

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B O R O W E R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.  <b>Hidden Crest Park Hurst HOA</b> <b>PO Box 12117</b> <b>Las Vegas, NV 89112</b>	-	<b>Unpaid HOA Lien 1452 Bourne Valley</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>Law Offices of Les Zieve</b> <b>18377 Beach Blvd #210</b> <b>Huntington Beach, CA 92648</b>	-	<b>Unpaid Lien 4254 Rollingstone Dr</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>Leach Johnson Song &amp; Gruchow</b> <b>5495 S. Rainbow Blvd #202</b> <b>Las Vegas, NV 89118</b>	-	<b>HOA Lien 3171 Castle Canyon</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>Nevada Association Services</b> <b>TS #N67297</b> <b>6224 W Desert Inn Rd #A</b> <b>Las Vegas, NV 89146</b>	-	<b>Unpaid HOA Lien 5650 E Sahara Ave #1101</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>Quality Loan Service Corp</b> <b>2141 5th Ave</b> <b>San Diego, CA 92101</b>	-	<b>Unpaid Lien 5733 Larkdale</b>			<b>X</b>	<b>Unknown</b>
Sheet no. <u>3</u> of <u>5</u> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims						Subtotal (Total of this page)
						<b>0.00</b>

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	H U S B A N D, W I F E, J O I N T, O R C O M M U N I T Y	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
Account No.  <b>Republic Services</b> <b>7 E. Sahara Ave</b> <b>Las Vegas, NV 89104</b>			<b>Unpaid Utility Service 1452 Bourne Valley</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>Republic Services</b> <b>7 E. Sahara Ave</b> <b>Las Vegas, NV 89104</b>			<b>Unpaid Utility Service 3621 Wild Willow</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>Taylor Association Management</b> <b>259 N Pecos Rd #100</b> <b>Henderson, NV 89074</b>			<b>Unpaid HOA Lien 4449 Laguna Garden</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>The Parks HOA</b> <b>2300 W Sahara Ave #1130 Box 33</b> <b>Las Vegas, NV 89102</b>			<b>Unpaid HOA Lien 410 Horse Pointe</b>			<b>X</b>	<b>Unknown</b>
Account No.  <b>Trustee Corps</b> <b>17100 Gillette Ave</b> <b>Irvine, CA 92614</b>			<b>Unpaid Lien 410 Horse Pointe</b>			<b>X</b>	<b>Unknown</b>
Sheet no. <b>4</b> of <b>5</b> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims							<b>0.00</b>
Subtotal (Total of this page)							<b>0.00</b>

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**  
(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	D I S P U T E D  U N L I Q U I D A T E D	A M O U N T O F C L A I M
		H W J C			
Account No.					
<b>US Bank C/O First American Trustee Serv 6 Campus Circle 2nd Floor Roanoke, TX 76262</b>	-	<b>Unpaid Lien 3621 Wild Willow</b>		<b>X</b>	<b>Unknown</b>
Account No.					
Account No.					
Account No.					
Account No.					
Sheet no. <b>5</b> of <b>5</b> sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims					<b>0.00</b>
Subtotal (Total of this page)					<b>0.00</b>
Total (Report on Summary of Schedules)					<b>0.00</b>

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

In re **Bourne Valley Court Trust**Case No. **12-16387**

Debtor

**SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

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

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

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 3171 Castle Canyon
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 5332 La Quinta Hills
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 8129 Back Packer
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 410 Horse Pointe
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 1452 Bourne Valley
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 3621 Wild Willow
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 4254 Rollingstone Dr
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 4449 Laguna Garden
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 5650 E Sahara Ave #1101
Great Bridge Properties 900 S Las Vegas Blvd #810 Las Vegas, NV 89101	Property Management Agreement for 5733 Larkdale

0

continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases  
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USB327

Best Case Bankruptcy

APP002459

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

In re Bourne Valley Court TrustCase No. 12-16387

Debtor

**SCHEDULE H - CODEBTORS**

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

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR

NAME AND ADDRESS OF CREDITOR

0

continuation sheets attached to Schedule of Codebtors

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USB328

Best Case Bankruptcy

APP002460

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

**United States Bankruptcy Court  
District of Nevada**

In re **Bourne Valley Court Trust**

Debtor(s)

Case No. **12-16387**

Chapter **11**

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the Registered Agent of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of **18** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date **June 13, 2012**

Signature **/s/ Eddie Haddad**

**Eddie Haddad  
Registered Agent**

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

B7 (Official Form 7) (04/10)

**United States Bankruptcy Court  
District of Nevada**

In re Bourne Valley Court Trust

Debtor(s)

Case No. 12-16387Chapter 11

**STATEMENT OF FINANCIAL AFFAIRS**

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

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

*DEFINITIONS*

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

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

**1. Income from employment or operation of business**

None



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

AMOUNT

SOURCE

**2. Income other than from employment or operation of business**

None



State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

**3. Payments to creditors**

None

**Complete a. or b., as appropriate, and c.**

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

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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None

b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$5,850\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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None

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

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

None

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
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None

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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**5. Repossessions, foreclosures and returns**

None

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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\* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

**6. Assignments and receiverships**

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

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

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

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

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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**8. Losses**

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

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

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

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
<b>The Firm, PC 200 E Charleston Blvd Las Vegas, NV 89104</b>	<b>5/30/12</b>	<b>\$6000.00</b>

**10. Other transfers**

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

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

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

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

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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**12. Safe deposit boxes**

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

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

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

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

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

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

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

ADDRESS	NAME USED	DATES OF OCCUPANCY
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**16. Spouses and Former Spouses**

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

NAME

**17. Environmental Information.**

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

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

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

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

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

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

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

NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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**18. Nature, location and name of business**

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

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

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

NAME	LAST FOUR DIGITS OF SOCIAL-SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
Bourne Valley Court Trust	45-5346162	C/O Resources Group LLC 900 Las Vegas Blvd S. #810 Las Vegas, NV 89107	Real Estate	5/1/2012-Current

None ☒ b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME

ADDRESS

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

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

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**19. Books, records and financial statements**

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

NAME AND ADDRESS  
**Rosie Bonilla**  
**900 Las Vegas Blvd #810**  
**Las Vegas, NV 89101**

DATES SERVICES RENDERED  
**1/2012-Current**

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

NAME

ADDRESS

DATES SERVICES RENDERED

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

NAME

ADDRESS

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

NAME AND ADDRESS

DATE ISSUED

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**20. Inventories**

None ☒ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY

INVENTORY SUPERVISOR

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

None ☒ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY

NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY  
 RECORDS

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**21 . Current Partners, Officers, Directors and Shareholders**

None ☒ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS

NATURE OF INTEREST

PERCENTAGE OF INTEREST

None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
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#### 22 . Former partners, officers, directors and shareholders

None ☐ a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None ☐ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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#### 23 . Withdrawals from a partnership or distributions by a corporation

None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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#### 24. Tax Consolidation Group.

None ☐ If the debtor is a corporation, list the name and federal taxpayer identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER IDENTIFICATION NUMBER (EIN)
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#### 25. Pension Funds.

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

NAME OF PENSION FUND	TAXPAYER IDENTIFICATION NUMBER (EIN)
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#### DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date June 13, 2012

Signature /s/ Eddie Haddad  
Eddie Haddad  
 Registered Agent

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

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

United States Bankruptcy Court  
District of Nevada

In re Bourne Valley Court Trust

Debtor(s)

Case No. 12-16387

Chapter 11

**DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)**

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

For legal services, I have agreed to accept	\$	<u>6,000.00</u>
Prior to the filing of this statement I have received	\$	<u>6,000.00</u>
Balance Due	\$	<u>0.00</u>

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

☒ Debtor ☐ Other (specify):

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

☒ Debtor ☐ Other (specify):

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

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

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

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

**Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.**

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

**Representation of the debtors in any dischargeability actions, judicial lien avoidances, relief from stay actions or any other adversary proceeding.**

**CERTIFICATION**

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

Dated: June 13, 2012

/s/ Ryan Alexander

Ryan Alexander 10845  
The Firm, PC  
200 E Charleston Blvd  
Las Vegas, NV 89104  
(702) 222-3476 Fax: (702) 252-3476  
ryan@thefirm-lv.com

**United States Bankruptcy Court  
District of Nevada**

In re Bourne Valley Court Trust

Debtor

Case No. 12-16387

Chapter 11

**LIST OF EQUITY SECURITY HOLDERS**

Following is the list of the Debtor's equity security holders which is prepared in accordance with Rule 1007(a)(3) for filing in this chapter 11 case.

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Eddie Haddad C/O Resources Group LLC 900 Las Vegas Blvd S. #810 Las Vegas, NV 89107			Owner

**DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP**

I, the Registered Agent of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date June 13, 2012

Signature /s/ Eddie Haddad

**Eddie Haddad  
Registered Agent**

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

0 continuation sheets attached to List of Equity Security Holders

**United States Bankruptcy Court  
District of Nevada**

In re **Bourne Valley Court Trust**

Debtor(s)

Case No. **12-16387**

Chapter **11**

**VERIFICATION OF CREDITOR MATRIX**

I, the Registered Agent of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: **June 13, 2012**

**/s/ Eddie Haddad**

**Eddie Haddad/Registered Agent**

Signer/Title

The Firm PC  
200 E. Charleston Blvd. Las Vegas, NV 89104

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Ryan Alexander, Esq.  
Nevada Bar No. 10845  
The Firm, PC  
200 E. Charleston Blvd  
Las Vegas, NV 89104  
Phone: (702) 222-3476  
Fax: (702) 252-3476  
Email: ryan@thefirm-lv.com  
*Attorney for Debtors*

**Electronically Filed**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:  
  
BOURNE VALLEY CT TRUST,  
  
DEBTORS.

Case No.: 12-16387-BTB  
Hon. Bruce T. Beesley  
Chapter 11

**[PROPOSED] ORDER GRANTING  
DEBTOR'S MOTION TO VALUE  
COLLATERAL, "STRIP OFF"  
AND MODIFY RIGHTS OF  
UNSECURED CREDITORS  
PURSUANT TO 11 U.S.C. § 506(a)  
AND § 1123**

**Hearing Date: December 11, 2012  
Time of Hearing: 1:30 PM**

Debtors' Motion to Value Collateral, "Strip Off" and Modify Rights of Secured Creditors  
Southwest Financial Services, US Bank (collectively "Secured Creditors"), Alessi & Koenig, Law  
Offices of Les Zieve (collectively "Unsecured Creditors"), pursuant to 11 U.S.C. § 506(a) and

1 1322, and having been duly filed and served on Secured Creditors and Unsecured Creditors,  
2 having been heard at the date and time set forth above, with Debtors appearing by and through  
3 their legal counsel Ryan Alexander, ESQ. of The Firm PC, and none of the named lien  
4 holders/lenders/servicers having appeared or otherwise having responded, and good cause  
5 appearing therefore;  
6

7  
8 IT IS HEREBY ORDERED THAT:

- 9 1. The value of the Debtor's residential real property located at 4254 Rollingstone Dr Las  
10 Vegas NV 89103 (hereinafter the "Subject Property") to be \$35,000.00.  
11  
12 2. Bifurcate Secured Creditor's mortgage claim on Subject Property into secured and  
13 unsecured claims which reflect the current value of \$35,000.00.  
14  
15 3. "Strip off" and extinguish Unsecured Creditors claims wholly unsecured liens pursuant to 11  
16 U.S.C. Section 506(a).  
17  
18 4. Reclassify Unsecured Creditors claims as general unsecured claims to be paid pro rata with other  
19 general unsecured creditors through the Debtors' Chapter 11 plan.  
20  
21 5. Any future claims filed by Secured Creditors and Unsecured Creditors respecting Debtors'  
22 residential real property must conform to the secured/unsecured status set forth above.  
23  
24  
25  
26  
27  
28

Alternative Method re Rule 9021

In accordance with LR 9021, counsel submitting this document certifies as follows (check one)

- ☐ The court has waived the requirement of approval under LR 9021.  
☐ No Parties appeared or filed written objections, and there is no trustee appointed in this case.  
☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and any trustee appointed in this case, and each has approved or disapproved the order, or failed to respond, as indicated below.  
☒ I certify that this is a case under Chapter 7, 13, 9, 11, or 15, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

###

Prepared and Submitted by:

  
\_\_\_\_\_  
RYAN ALEXANDER

The Firm PC  
200 E. Charleston Blvd., Las Vegas, NV 89104

The Firm, PC  
200 E. Charleston Blvd. Las Vegas, NV 89104

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*Attorney for Debtors*

**Electronically Filed**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:  
  
BOURNE VALLEY CT TRUST,  
  
DEBTORS.

Case No.: 12-16387-BTB  
Hon. Bruce T. Beesley  
Chapter 11

**MOTION TO VALUE  
COLLATERAL, "STRIP OFF"  
AND MODIFY RIGHTS OF  
UNSECURED CREDITORS  
PURSUANT TO 11 U.S.C. § 506(a)  
AND § 1123**

**Hearing Date: December 11, 2012  
Time of Hearing: 1:30 PM**

COMES NOW, Debtor and Debtor-in-Possession BOURNE VALLEY CT TRUST, by and through their attorney, Ryan Alexander of The Firm, PC, and petitions this Court, pursuant to section 506(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the "**Bankruptcy Code**") and Bankruptcy Rules 3012 and 9014 of the Federal Rules of Bankruptcy Procedure to value collateral securing certain residential loans and reclassify lenders claims as unsecured and to modify the rights of Southwest Financial Services, US Bank (collectively "Secured Creditors"), Alessi & Koenig, Law Offices of Les Zieve (collectively "Unsecured Creditors"), and Debtors states as follows:

**FACTUAL BACKGROUND**

1. Debtors filed its instant Chapter 11 bankruptcy proceeding, Case No. 12-16387 on May 30, 2012.
2. On the petition date, Debtors owned real property described below that was subject to the following liens:

Subject Property:	Value:
4254 Rollingstone Dr Las Vegas NV 89103	\$ 35,000.00

Nature of Lien:	Creditor:	Amount:
First Mortgage	Southwest Financial Services	\$ 50,000.00
Assignee/First Mortgage	US Bank	\$ -
HOA Lien	Alessi & Koenig	\$ -
Default Judgement	Law Office of Les Zieve	\$ -
TOTAL:		\$ 50,000.00
TOTAL UNSECURED:		\$ 15,000.00

3. The appraisal for this property is attached hereto as Exhibit A.
4. On the date the instant bankruptcy case was filed, no equity existed in the Subject Property.
5. Accordingly, Debtors request that this Court find that Unsecured Creditors claims are unsecured and should be reclassified as general unsecured claims to receive pro rata distribution with other general unsecured creditors through the Debtors' Chapter 11 Plan.

**MEMORANDUM OF LAW**

6. Section 506(a)(1) of the Bankruptcy Code provides that a Chapter 11 debtor may bifurcate a secured lender's claim into an allowed secured claim and an allowed unsecured claim based upon the actual value of the property securing such lender's lien. An allowed claim of a creditor secured by a lien on property in which the estate has an interest, or that is subject to set off under Section 553 of this title, is a secured claim to the extent of the value of such creditor's interest in the estate's interest in such property, or to the extent of the amount subject to set off, as the case may be, and is an unsecured claim to the extent that the value of such creditor's interest or the amount so subject to set off is less than the amount of such allowed claim. Such value shall be determined in light of the purpose of the valuation and of the proposed disposition or

1 use of such property, and in conjunction with any hearing on such disposition or use or on a plan affecting  
2 such creditor's interest. 11 U.S.C. § 506(a)(1).

3 7. The Supreme Court has recognized that section 506 of the Bankruptcy Code defines the amount of the  
4 secured creditor's allowed secured claim and the conditions of his receiving post-petition interest. United  
5 Sav. Ass'n of Texas v. Timbers of Inwood Forest Associates, Ltd., 484 U.S. 365, 371 (1988). In United Sav.  
6 Ass'n of Texas, the Supreme Court interpreting Section 506(a) of the Bankruptcy Code found that:

7 In subsection (a) of this provision the creditor's "interest in property" obviously means his security  
8 interest without taking account of his right to immediate possession of the collateral on default. If  
9 the latter were included, the "value of such creditor's interest" would increase, and the proportions  
10 of the claim that are secured and unsecured would alter, as the stay continues-since the value of the  
11 entitlement to use the collateral from the date of bankruptcy would rise with the passage of time.

12 No one suggests this was intended. The phrase "value of such creditor's interest" in § 506(a) means  
13 "the value of the collateral." *See id.* (emphasis added) (quoting H.R.Rep. No. 95-595, pp. 181, 356  
14 (1977)).

15  
16 8. The Ninth Circuit agrees with this interpretation of section 506 of the Bankruptcy Code. In re Maldonado,  
17 46 B.R. 497, 499 (9th Cir. BAP 1984) (interpreting section 506(a), "a claim 'is a secured claim to the extent  
18 of the value of [the] creditor's interests' in the estate's interest in the property. The entire claim is not a  
19 secured claim. The claim is secured only to the extent of the value of the secured interest.")

20  
21 9. In addition, this Bankruptcy Court has found that "an 'allowed secured claim' is a determination generally  
22 made under 11 U.S.C. § 506." In re BBT, 11 B.R. 224, 229 (Bankr. D. Nev. 1981). The Bankruptcy Court  
23 further stated that, with respect to a claim secured by a lien on property of the estate, "to the extent that the  
24 value of the property is less than the amount of the total allowed claim, **the claim is unsecured.**" *Id.*  
25 (emphasis added).

26 10. Thus, pursuant to the law of this Circuit, the amount of the allowed secured claim cannot exceed the  
27 market value of the property and the remainder of the claim must be treated as an allowed unsecured claim  
28

1 for purposes of the plan. In re Sagewood Manor Associates Ltd. Partnership, 223 B.R. 756, 773 (Bankr. D.  
2 Nev. 1998) (holding that the court may confirm a chapter 11 plan over the objection of a class of secured  
3 claims if the members of that class are to receive under the plan property of a value equal to the allowed  
4 amount of their secured claims, as determined under 11 U.S.C. § 506(a)).

5 11. Moreover, the Ninth Circuit Court of Appeals has also found that a wholly unsecured lien holder's claim  
6 can be modified and reclassified as a general unsecured claim pursuant to section 506(a) of the Bankruptcy  
7 Code. See In re Zimmer, 313 F.3d 1220 (9th Cir.2002). Specifically, the Court held:

8 Section 506(a) divides creditors' claims into 'secured claims' and 'unsecured claims.' Although the  
9 conventional interpretation of 'secured' might include any claim in which the creditor has a security  
10 interest in the debtor's property, § 506(a) makes clear that the status of a claim depends on the  
11 valuation of the property: 'An allowed claim of a creditor secured by a lien on property in which  
12 the estate has an interest ... is a secured claim to the extent of the value of such creditor's interest in  
13 the estate's interest in such property ... and is an unsecured claim to the extent that the value of such  
14 creditor's interest... is less than the amount of such allowed claim.' 11 U.S.C. 506(a). To put it more  
15 simply, a claim such as a mortgage is not a 'secured claim' to the extent that it exceeds the value of  
16 the property that secures it. Under the Bankruptcy Code, 'secured claim' is thus a term of art; not  
17 every claim that is secured by a lien on property will be considered a 'secured claim.' Here, it is  
18 plain that PSB Lending's claim for the repayment of its loan is an unsecured claim, because its deed  
19 of trust is junior to the first deed of trust, and the value of the loan secured by the first deed of trust  
20 is greater than the value of the house. In re Zimmer, 313 F.3d at 1222 - 23.

21 12. Accordingly, because the first mortgages on the Properties are under-secured, those lenders claims should  
22 be bifurcated into secured and unsecured claims based on the market value of the Properties as shown in  
23 their respective appraisals as set forth in Exhibit A. The Debtors request, however, that all other items of the  
24 note and mortgage remain the same, including the interest rate and loan amortization.

25 13. Moreover, because several of the second mortgages are wholly unsecured (in that there is no equity above  
26 the first mortgages in any of the Properties), those unsecured claims should be reclassified as a general  
27 unsecured claims to be treated pro rata with similar unsecured creditors. The second mortgage lenders  
28 should also be stripped of their secured rights under state law since no maintainable security interest in the  
subject Properties exists, also as set forth in Exhibit A.

14. Finally, the filing of a motion rather than an adversary proceeding to achieve the relief requested herein is  
appropriate in this Court. See In re Bonsignori, Case No. BKS-08-11830-LBR (D. Nev. June 25, 2008)

(approving the stripping off of an unsecured lien by motion); *see also* In re Robert, 313 B.R. 545 (Bankr. N.D.N.Y. 2004); In re Bennett, 312 B.R.843 (Bankr. W.D. Ky. 2004); In re King, 290 B.R. 641 (Bankr. C.D. Ill. 2003); In re Millspaugh, 302 B.R. 90 (Bankr. D. Idaho 2003); *Dickey v. Ben. Fin.* (In re Dickey), 293 B.R. 360 (Bankr. M.D. Pa. 2003); In re Hill, 304 B.R. 800 (Bankr. S.D. Ohio 2003); In re Sadala, 294 B.R. 180 (Bankr. M.D. Fla. 2003); In re Fisher, 289 B.R. 544 (Bankr. W.D.N.Y. 2003); In re Hoskins, 262 B.R. 693 (Bankr. E.D. Mich. 2001); In re Fuller, 255 B.R. 300 (Bankr. W.D. Mich. 2000); and In re Williams, 166 B.R. 615 (Bankr. E.D. Va. 1994).

#### CONCLUSION

15. Bankruptcy law is clear, absent sufficient equity in the Properties, the first mortgage lenders claims are only partially secured and thus must be bifurcated into secured and unsecured claims. The second mortgage lenders are wholly unsecured and should receive only their *pro rata* distribution with other general unsecured creditors through the Debtors Chapter 11 plan.

WHEREFORE, Debtors pray that this Court: (i) value the Property in accordance with the appraisal attached hereto; (ii) bifurcate the first mortgage claims of Secured Creditor into secured and unsecured claims; (iii) "Strip off" and extinguish Unsecured Creditors claims wholly unsecured liens pursuant to 11 U.S.C. Section 506(a); (iv) Reclassify Unsecured Creditors claims as general unsecured claims to be paid pro rata with other general unsecured creditors through the Debtors' Chapter 11 plan; and (v) such other relief the Court deems just and proper.

Dated this 10<sup>th</sup> day of September, 2012.

Respectfully Submitted,  
/s/Ryan Alexander, Esq.  
Ryan Alexander, Esq.  
Attorney for Debtors



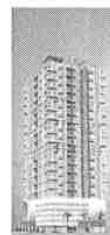
# Comparative Market Analysis

Prepared for  
Mortgage Lender

For property at  
4254 ROLLINGSTONE DR



**CHERYL VAN ELSIS**  
**Great Bridge Properties**  
900 Las Vegas Blvd S Unit 810  
Las Vegas, NV 89101-6850  
Phone: 702.868-9000  
Cell: 702.612.7777  
Fax: 702.479.1765  
Email: [info@greatbridge1031.com](mailto:info@greatbridge1031.com)



USB348

APP002480



June 1, 2012

Mortgage Lender

Dear Mortgage Lender,

My name is Heather Smith and I work with Cheryl Van Elsis and I appreciate the opportunity to provide you with a Comparative Market Analysis for your property. Prepared exclusively for you, this analysis contains a summary of recent real estate transactions in your area for properties that are similar to yours. While none of the properties included in this analysis is exactly like yours, they do provide a good basis by which to compare your property with the 'competition.'

The following pages contain descriptions of each property that has recently sold. A short description of each property is provided, followed by a summary table of each property's key features, which allows you to easily compare the features of your property with others in your area.

Adjustments, if appropriate, are made to reflect price differences. These adjustments are based off price differences from the market as well as the cost of the differences.

Please give us a call if you have any questions or would like any additional information. We look forward to working with you and selling your property quickly.

Sincerely,

Heather Smith

**Great Bridge Properties**

900 S. Las Vegas Blvd, Suite 810

Las Vegas, NV 89101

USB349

APP002481



## Personal Profile

Great Bridge Properties

### Heather Smith Experience:

I have been in the Real Estate Business for 14 years and was previously a Certified Residential Appraiser for 10 years. I was born and raised in Las Vegas, NV and have the knowledge of the Appraisal field. I have worked for different Appraisal companies over the years, I have attended Appraisal Conferences, and have worked with Agents in the past. I have completed Appraisals for the City of Las Vegas and the City of Henderson while training several interns over the years as well.

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USB350

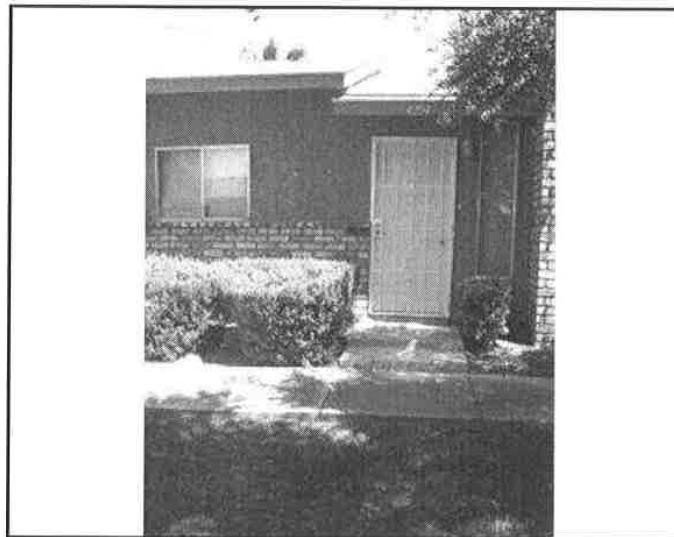
APP002482



## Subject Property

Prepared for Mortgage Lender

**4254 ROLLINGSTONE DR**



<b>Year Built:</b>	1984	<b>Type:</b>	ATTACHED
<b>Square Feet:</b>	840	<b>Bldg Desc:</b>	1STORY
<b>Bedrooms:</b>	2	<b>Garage</b>	0
<b>Baths(Full-3/4-1/2):</b>	2 / 0 / 0	<b>Zip Code:</b>	89103

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USB351

APP002483

## Comparative Homes



4254 ROLLINGSTONE DR



4267 ROLLINGSTONE DR



4220 ROLLINGSTONE DR

<b>Ref #</b>		1187532	1224030
<b>Status</b>		S	S
<b>Property Subtype</b>	TWH	TWH	TWH
<b>County</b>	Clark County	Clark County	Clark County
<b>Subdivision</b>	GLENVIEW WEST TWNHS	GLENVIEW WEST TWNHS	GLENVIEW WEST TWNHS
<b>Community Name</b>	None	None	None
<b>BldgDesc</b>	One Story	One Story	One Story
<b>PropDesc</b>			
<b>SqFt</b>	840	840	840
<b>Year Built</b>	1984	1984	1984
<b>Repo/REO</b>		N	Y
<b>Short Sale</b>		N	N
<b>Bedrooms</b>	2	2	2
<b>Full Baths</b>	2	2	2
<b>3/4 Baths</b>	0	0	0
<b>Half Baths</b>	0	0	0
<b>Bed/Bath Down?</b>		F	F
<b>Flooring</b>		Tile	Carpet, Tile
<b># Fireplaces</b>	1	1 / Wood Burning	1 / Wood Burning
<b>Interior Desc</b>		None	None
<b># Garages/Desc</b>	0	0	0
<b># Carport/Desc</b>	1	1 / Attached Carport	2 / Detached Carport
<b>Construction</b>	Frame & Stucco	Frame & Stucco	Frame & Stucco
<b>Roof</b>	Composition Shingle	Composition Shingle	Composition Shingle
<b>Exterior Desc</b>		Built-In Barbecue, Patio	Patio
<b>Lot SqFt</b>	1,307	4,096	4,096
<b>Lot Desc</b>		Under 1/4 Acre	Under 1/4 Acre
<b>Fence Desc</b>		Backyard Full Fenced, Block	Backyard Full Fenced, Block
<b>Private Pool</b>	N	N	N
<b>Private Spa</b>	N	N	N
<b>Heating</b>		Central	Central
<b>Heating Fuel</b>		Electric	Gas
<b>Cooling</b>		Central	Central
<b>Sewer</b>		Public	Public
<b>Water</b>		Public	Public
<b>Energy Desc</b>		None	None
<b>Utilities</b>		All Electric	Cable TV Wired
<b>Accept/Date</b>		02/13/12	03/19/12
<b>Close Date</b>		03/08/12	04/18/12
<b>Orig List Price</b>			
<b>List Price</b>		\$ 39,800	\$ 44,900
<b>Sold Price</b>		\$ 35,000	\$ 45,000
<b>List Price/SqFt</b>	\$ 0.00	\$ 47.38	\$ 53.45
<b>Sale Price/SqFt</b>	\$ 0.00	\$ 41.67	\$ 53.57
<b>SP/LP Ratio</b>	--	87.94%	100.22%

## Comparative Homes



4211 ROLLINGSTONE DR

<b>Ref #</b>	1149482
<b>Status</b>	S
<b>Property Subtype</b>	TWH
<b>County</b>	Clark County
<b>Subdivision</b>	GLENVIEW WEST TWNHS
<b>Community Name</b>	None
<b>BldgDesc</b>	One Story
<b>PropDesc</b>	
<b>SqFt</b>	960
<b>Year Built</b>	1984
<b>Repo/REO</b>	Y
<b>Short Sale</b>	N
<b>Bedrooms</b>	2
<b>Full Baths</b>	2
<b>3/4 Baths</b>	0
<b>Half Baths</b>	0
<b>Bed/Bath Down?</b>	F
<b>Flooring</b>	Carpet, Tile
<b># Fireplaces</b>	0
<b>Interior Desc</b>	Blinds, Ceiling Fan(s)
<b># Garages/Desc</b>	0
<b># Carport/Desc</b>	1 / Detached Carport
<b>Construction</b>	Frame & Stucco
<b>Roof</b>	Composition Shingle
<b>Exterior Desc</b>	Covered Patio
<b>Lot SqFt</b>	4,096
<b>Lot Desc</b>	Under 1/4 Acre
<b>Fence Desc</b>	Backyard Full Fenced, Block
<b>Private Pool</b>	N
<b>Private Spa</b>	N
<b>Heating</b>	Central
<b>Heating Fuel</b>	Electric
<b>Cooling</b>	Central
<b>Sewer</b>	Public
<b>Water</b>	Public
<b>Energy Desc</b>	None
<b>Utilities</b>	Cable TV Wired, All Electric
<b>Accept/Date</b>	06/08/11
<b>Close Date</b>	07/08/11
<b>Orig List Price</b>	
<b>List Price</b>	\$ 46,900
<b>Sold Price</b>	\$ 46,900
<b>List Price/SqFt</b>	\$ 48.85
<b>Sale Price/SqFt</b>	\$ 48.85
<b>SP/LP Ratio</b>	100.00%

## Comparative Sold Summary

Ref #	#Beds	#Baths	SqFt	Year Blt	PROP	Bldg Desc	List Price	Sale Price	Close Dt
	2	2 / 0 / 0	840	1984	TWH	1STORY			
4254 ROLLINGSTONE DR			<b>SP/SqFt:</b>		<b>Repo/REO:</b>	<b>ShortSale:</b>	<b>#Gar:</b> 0	<b>DOM:</b>	<b>Status:</b>
1149482	2	2 / 0 / 0	960	1984	TWH	1STORY	\$ 46,900	\$ 46,900	07/08/11
4211 ROLLINGSTONE DR			<b>SP/SqFt:</b> \$49		<b>Repo/REO:</b> Y	<b>ShortSale:</b> N	<b>#Gar:</b> 0	<b>DOM:</b> 20	<b>Status:</b> S
1224030	2	2 / 0 / 0	840	1984	TWH	1STORY	\$ 44,900	\$ 45,000	04/18/12
4220 ROLLINGSTONE DR			<b>SP/SqFt:</b> \$54		<b>Repo/REO:</b> Y	<b>ShortSale:</b> N	<b>#Gar:</b> 0	<b>DOM:</b> 45	<b>Status:</b> S
1187532	2	2 / 0 / 0	840	1984	TWH	1STORY	\$ 39,800	\$ 35,000	03/08/12
4267 ROLLINGSTONE DR			<b>SP/SqFt:</b> \$42		<b>Repo/REO:</b> N	<b>ShortSale:</b> N	<b>#Gar:</b> 0	<b>DOM:</b> 144	<b>Status:</b> S

<b>Total Listings:</b>	<b>4</b>				
	<b><u>SqFt</u></b>	<b><u>SP/SqFt</u></b>	<b><u>List Price</u></b>	<b><u>Sale Price</u></b>	<b><u>DOM</u></b>
<b>Average</b>	870	\$ 48.03	\$43,867	\$42,300	70
<b>Minimum</b>	840	\$ 41.67	\$39,800	\$35,000	20
<b>Maximum</b>	960	\$ 53.57	\$46,900	\$46,900	144
<b>Median</b>	840	\$ 48.85	\$44,900	\$45,000	45



## Price Adjustments

Prepared for Mortgage Lender

Address:	4254 ROLLINGSTONE	4267 ROLLINGSTONE	4220 ROLLINGSTONE	4211 ROLLINGSTONE
Status:		S	S	S
List Price:		\$39,800	\$44,900	\$46,900
Sale Price:		\$35,000	\$45,000	\$46,900
Bedrooms:	2	2	2	2
Square Ft:				
LP/SqFt:				
SP/SqFt:		\$42.00	\$54.00	\$49.00
Adjustment 1:	Fixer-Upper	Good Condition	Good Condition	Good Condition
+/- Amount:		\$-5,000	\$-5,000	\$-5,000
Adjustment 2:	Square Foot 840	Square Foot 840	Square Foot 840	Square Foot 960
+/- Amount:		\$0	\$0	\$-2,500
Adjustment 3:	Lot Size 1307 SF	Lot Size 4096 SF	Lot Size 4096 SF	Lot Size 4096 SF
+/- Amount:		\$-2,700	\$-2,700	\$-2,700
Adjustment 4:	1 Carport	1 Carport	2 Carport	1 Carport
+/- Amount:		\$0	\$-1,500	\$0
Adjustment 5:				
+/- Amount:				
Adjustment 6:				
+/- Amount:				
Adjustment 7:				
+/- Amount:				
Adjustment 8:				
+/- Amount:				
Total:	\$0	\$-7,700	\$-9,200	\$-10,200
Adjusted List Pr:		\$32,100	\$35,700	\$36,700
Adjusted Sale Pr:		\$27,300	\$35,800	\$36,700
Notes:	Subject is in fair condition and all comps are superior in condition to this. All comps have larger lots as compared to the subject as well. Comps are adjusted for differences in carport, lot size, and square feet.			

Information provided is reliable but not guaranteed.

USB355

APP002487



## Pricing Your Property

Prepared for Mortgage Lender

### General Facts About Pricing...

There are certain factors that are within our control and some factors beyond our control when it comes to setting the price. Those factors within our control are: the appearance of the property, how aggressively we market the property and the price. Factors outside our control are: location of property, size and local amenities. It's important to accept those factors that are beyond our control and focus on the pricing and preparation.

A property priced at market value will attract more buyers than a home priced above market value. Consider that a competitively priced property will also attract a greater number of potential buyers and increase your opportunity for a quick sale.

### Market Statistics...

<u>Sell Price Statistics</u>	<u>Sell Price Per Sq. Ft. Statistics</u>	
Average Price: \$33,300	Average Price/Sq Ft: \$37.78 x 840	\$31,700
High Price: \$36,700	High Price/Sq Ft: \$42.62 x 840	\$35,800
Median Price: \$35,800	Median Price/Sq Ft: \$38.23 x 840	\$32,100
Low Price: \$27,300	Low Price/Sq Ft: \$32.50 x 840	\$27,300

Figures are based on selling price after adjustments, and rounded to the nearest \$100.

### Summary...

Analysis of the selected comparable properties suggest similar properties are selling in the price range of: **\$30,300 to \$39,700**

**Recommended Price: \$33,000**

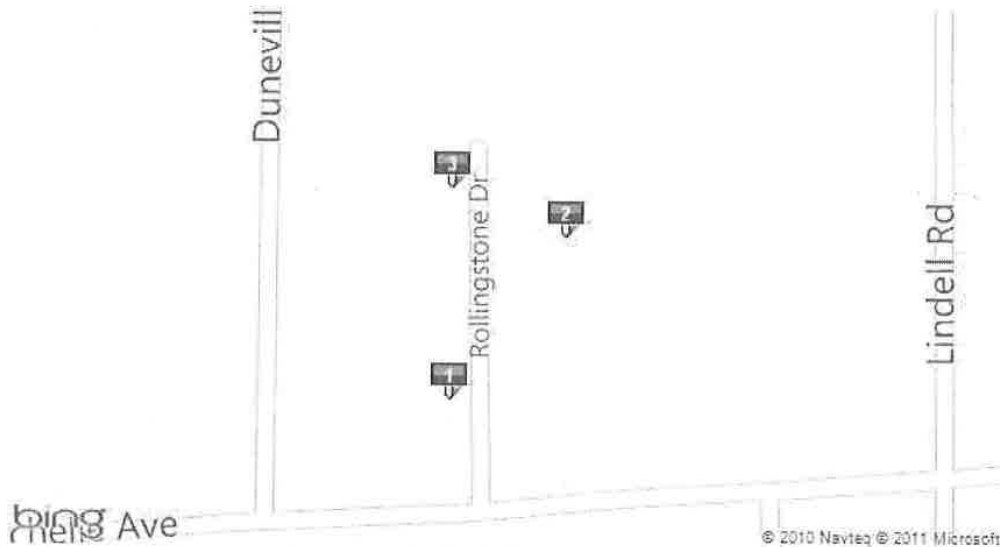
CHERYL VAN ELSIS, Great Bridge Properties  
900 S. Las Vegas Blvd, Suite 810, Las Vegas, NV 89101  
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USB356

APP002488

## Comparable Property Location-SOLD Listings

Prepared for Mortgage Lender



Comparable Address	Unit #	# Beds	SqFt	DOM	List Price	Sale Price	Sale Date
4267 ROLLINGSTONE DR		2	840	144	\$39,800	\$35,000	03/08/12
4220 ROLLINGSTONE DR		2	840	45	\$44,900	\$45,000	04/18/12
4211 ROLLINGSTONE DR		2	960	20	\$46,900	\$46,900	07/08/11

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USB357

APP002489

## A Property for Your Consideration . . .

Presented by: Cheryl Van Elsis



Great Bridge Properties  
info@greatbridge1031.com  
Phone: 702-868-9000  
Fax: 702-380-2801  
Agent: 702-612-7777

**Clark County**

**4254 ROLLINGSTONE DR**

### Virtual Tour:

#### Subdivision:

GLENVIEW WEST TWNHS

#### City:

#### Short Sale:

#### Foreclosure Commenced:

#### Repo/REO:

**Bedrooms:** 2

**Full Baths:** 2

**3/4 Baths:** 0

**Half Baths:** 0

**#Den/Oth:**

**#Loft:**

**SqFt:** 840

**Year Built:** 1984

**PropSubTyp:** Townhouse

**Lot Sqft:** 1,307

#### PropDes:

**Garages:** 0

**Carports:** 1



### Construction:

Frame & Stucco

### Interior Features:

### Exterior Features:

### Private Pool/Description:

N

### Lot Description:

**A Property for Your Consideration . . .**

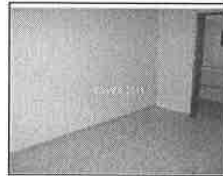
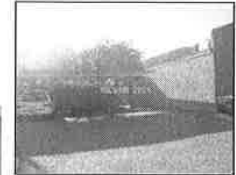
Presented by: Cheryl Van Elsis



Great Bridge Properties  
 info@greatbridge1031.com  
 Phone: 702-868-9000  
 Fax: 702-380-2801  
 Agent: 702-612-7777

**Clark County****4267 ROLLINGSTONE DR****\$ 39,800****Virtual Tour:****ML # 1187532** Status: S**Subdivision:**

GLENVIEW WEST TWNHS

**City:** Las Vegas**Short Sale:** N**Foreclosure Commenced:** N**Repo/REO:** N**Bedrooms:** 2**Full Baths:** 2**3/4 Baths:** 0**Half Baths:** 0**#Den/Oth:** 1**#Loft:** 0**SqFt:** 840**Year Built:** 1984 / Resale**PropSubTyp:** Townhouse**Lot Sqft:** 4,096**PropDes:****Garages:** 0**Carports:** 1 / Attached Carport

Investors!! NOT a Short Sale - NOT an REO. Charming Single Story Townhome Located in Central Las Vegas. 2 Full Bathrooms, Vaulted Ceiling, Large Yard. Tiles Floors Throughout. Great Opportunity. Being Sold As-Is. Buyer to verify all data.

**Construction:**

Frame &amp; Stucco

**Interior Features:**

None

**Exterior Features:**

Built-In Barbecue, Patio, Covered Patio

**Private Pool/Description:**

N

**Lot Description:**

Under 1/4 Acre

**Directions:** From Flamingo & Jones, South(R) on Jones, East(L) on Rochelle, North on Rollingstone(L). Property will be on the Left.

**A Property for Your Consideration . . .**

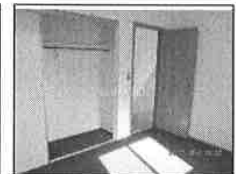
Presented by: Cheryl Van Elsis



Great Bridge Properties  
 info@greatbridge1031.com  
 Phone: 702-868-9000  
 Fax: 702-380-2801  
 Agent: 702-612-7777

**Clark County****4220 ROLLINGSTONE DR****\$ 44,900****Virtual Tour:****ML # 1224030** Status: S**Subdivision:**

GLENVIEW WEST TWNHS

**City:** Las Vegas**Short Sale:** N**Foreclosure Commenced:** N**Repo/REO:** Y**Bedrooms:** 2**Full Baths:** 2**3/4 Baths:** 0**Half Baths:** 0**#Den/Oth:** 0**#Loft:** 0**SqFt:** 840**Year Built:** 1984 / Resale**PropSubTyp:** Townhouse**Lot Sqft:** 4,096**PropDes:****Garages:** 0**Carports:** 2 / Detached Carport

CLEAN 2 BEDROOM CONDO WITH WOOD LIKE LAMINATE FLOORS/ CARPET AND CERAMIC FLOORING. CENTRALLY LOCATED WITHIN THE CITY. UNIT IS LOCATED RIGHT NEXT TO THE POOL;

**Construction:**

Frame &amp; Stucco

**Interior Features:**

None

**Exterior Features:**

Patio

**Private Pool/Description:**

N

**Lot Description:**

Under 1/4 Acre

**Directions;** FROM FLAMINGO AND JONE TRAVEL SOUTH ON JONES; LEFT ON ROCHELLE; LEFT ON ROLLINSTONE INTO THE GLENVIEW WEST COMPLEX. UNIT IS ON THE RIGHT HAND SIDE BY THE POOL AREA

## A Property for Your Consideration . . .

Presented by: Cheryl Van Elsis



Great Bridge Properties  
[info@greatbridge1031.com](mailto:info@greatbridge1031.com)  
 Phone: 702-868-9000  
 Fax: 702-380-2801  
 Agent: 702-612-7777

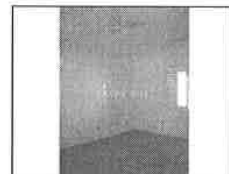
Clark County

4211 ROLLINGSTONE DR

\$ 46,900

**Virtual Tour:****ML # 1149482** Status: S**Subdivision:**

GLENVIEW WEST TWNHS

**City:** Las Vegas**Short Sale:** N**Foreclosure Commenced:** N**Repo/REO:** Y**Bedrooms:** 2**Full Baths:** 2**3/4 Baths:** 0**Half Baths:** 0**#Den/Oth:** 0**#Loft:** 0**SqFt:** 960**Year Built:** 1984 / Resale**PropSubTyp:** Townhouse**Lot Sqft:** 4,096**PropDes:****Garages:** 0**Carports:** 1 / Detached Carport

Centrally located 2 bedroom townhouse, w- its own carport! This unit boats shutters, ceiling fans, tile floors plus covered patio!

**Construction:**

Frame &amp; Stucco

**Interior Features:**

Blinds, Ceiling Fan(s)

**Exterior Features:**

Covered Patio

**Private Pool/Description:**

N

**Lot Description:**

Under 1/4 Acre

**Directions;** From Flamingo & Jones, south on Jones, left on Rochelle, left into Glenview Townhouses (small sign) onto Rollingstone

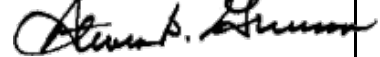
\*\* GLVAR Deems Information Reliable, But Not Guaranteed \*\*

06/01/12

2:39 PM

USB361

APP002493



1 **OPPS**

MICHAEL F. BOHN, ESQ.

2 Nevada Bar No.: 1641

[mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)

3 LAW OFFICES OF

MICHAEL F. BOHN, ESQ., LTD.

4 2260 Corporate Circle, Suite 480,

Henderson, Nevada 89074

5 (702) 642-3113/ (702) 642-9766 FAX

Attorneys for defendant/counterclaimant Resources Group, LLC

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

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

12 Plaintiff,

13 vs.

14 GEORGE R. EDWARDS, an individual; ANY AND  
15 ALL PERSONS UNKNOWN, CLAIMING TO BE  
16 PERSONAL REPRESENTATIVES OF GEORGE  
17 R. EDWARDS ESTATE, OR DULY APPOINTED,  
18 QUALIFIED, AND ACTING EXECUTOR OF THE  
19 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

20 Defendants.

21 RESOURCES GROUP, LLC,

22 Counter-claimant

23 vs

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

Counter-defendant

CASE NO.: A-12-667690-C  
DEPT NO.: XVI

**RESOURCES GROUP, LLC'S  
OPPOSITION TO U.S. BANK'S  
MOTION FOR SUMMARY  
JUDGMENT**

DATE: April 21, 2022  
TIME: 9:30 a.m.

26 Defendant/counterclaimant, Resources Group, LLC, as Trustee for the Bourne Valley Court Trust

1 (hereinafter "Resources Group"), by and through its attorney, Michael F. Bohn, Esq., submits the  
2 following points and authorities in response to the motion for summary judgment filed by U.S. Bank  
3 National Association ND (hereinafter "plaintiff") on March 16, 2022.

#### 4 FACTS

5 Resources Group is the owner of the real property commonly known as 4254 Rollingstone Drive,  
6 Las Vegas, Nevada (hereinafter "Property"). Resources Group acquired title to the Property from 4524  
7 Rolling Stone Dr Trust by a grant, bargain, sale deed recorded with the Clark County Recorder on May  
8 29, 2012. A copy of the grant, bargain, sale deed is Exhibit A.

9 4254 Rolling Stone Dr Trust acquired title to the Property by entering and paying the high bid  
10 of \$5,331.00 at an HOA foreclosure sale held on January 25, 2012. A copy of the foreclosure deed  
11 recorded with the Clark County Recorder on January 31, 2012 is Exhibit B. The foreclosure deed arises  
12 from a delinquency in assessments due from the George R. Edwards Trust (hereinafter "former owner")  
13 to Glenview West Townhomes Association (hereinafter "HOA") pursuant to NRS Chapter 116.

14 Plaintiff is identified as the "LENDER" on the first page of a deed of trust that was recorded as  
15 an encumbrance against the Property on March 26, 2009. A copy of the deed of trust is Exhibit C.

16 The recording information in the upper right hand corner of the first page of the deed of trust  
17 identifies "US RECORDINGS INC" as the "Requestor." The upper left hand corner of the deed of trust  
18 states that the deed of trust was "Prepared By" Sohwest Financial Services, Ltd., and identifies the  
19 "Return To (name and address)" as "US Recordings, 2925 Country Drive STE 201, St. Paul, MN 55117."

20 Paragraph 1 on the first page of the deed of trust identifies U.S. Bank Trust Company, National  
21 Association, 111 SW Fifth Avenue, Portland, OR 97204 as the "TRUSTEE."

22 Paragraph 1 on the first page of the deed of trust identifies U.S. Bank National Association ND,  
23 4325 17th Avenue SW, Fargo, ND 58103 as the "LENDER."

24 The first sentence in paragraph 16 at page 6 of the deed of trust states:

25 Unless otherwise required by law, any notice shall be given by delivering it or by mailing  
26 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.

27 On December 20, 2010, Alessi & Koenig LLC (hereinafter "Alessi") mailed a prelien letter to  
28

1 the former owner and enclosed a copy of a notice of delinquent assessment (lien) for \$2,330.00. A copy  
2 of the letter, notice of lien, and proof of mailing is Exhibit D.

3 On January 4, 2011, Alessi recorded the notice of lien. A copy of the recorded notice of lien is  
4 Exhibit E.

5 As proved by the HOA's statement of financial transactions for the Property, as of December 20,  
6 2010 (the date of the notice of lien), the former owner had failed to pay assessments of \$130.00 per  
7 month that fell due from January 1, 2010 to December 1, 2010. A copy of the HOA's statement of  
8 financial transactions, dated July 10, 2012, is Exhibit F.

9 On March 29, 2011, Alessi recorded a notice of default and election to sell. On April 5, 2011,  
10 Alessi mailed copies of the notice to five parties: (1) the former owner, (2) US Recordings, 2925 Country  
11 Drive STE 201, St. Paul, MN 55117, (3) Robert Hazell, (4) Republic Services, and (5) Law Office of AJ  
12 Kun, Ltd. A copy of the notice of default and proof of mailing is Exhibit G.

13 At trial, David Alessi testified that the pages identified as A&K000044 through A&K000048  
14 (also identified as USB0075 through USB0079) identified the addresses to which Alessi mailed copies  
15 of the notice of default. See Exhibit 6 to plaintiff's motion at pg. 112, ll. 15-23.

16 On September 20, 2011, Lawyers Title Orange County recorded a substitution of trustee that  
17 substituted the Law Offices of Les Zieve, 18377 Beach Blvd., Suite 210, Huntington Beach, California  
18 92648 as trustee in place of U.S. Bank Trust Company, National Association. This substitution of  
19 trustee was signed by U.S. Bank National Association ND on July 5, 2011. A copy of the substitution  
20 of trustee is Exhibit H.

21 On October 13, 2011, Alessi recorded a notice of trustee's sale for \$5,370.00. A copy of the  
22 notice of trustee's sale is Exhibit I.

23 On October 26, 2011, Alessi mailed copies of the notice of trustee's sale to (1) the former owner,  
24 (2) US Recordings, 2925 Country Drive STE 201, St. Paul, MN 55117, (3) Robert Hazell, (4) Republic  
25 Services, (5) Law Office of AJ Kun, Ltd., (6) Law Offices of Les Zieve, 18377 Beach Blvd, Suite 210,  
26 Huntington Beach, CA 92648, (7) Southwest Financial Services Ltd., (8) **U.S. Bank National**  
27 **Association ND, 4325 17th Avenue, SW, Fargo, ND 58103**, (9) U.S. Bank Trust Company, National,

1 111 SW Fifth Ave, Portland, OR 97204, and (10) Ombudsman's Office. A copy of the proof of mailing  
2 is Exhibit J.

3 The authenticity and admissibility of Alessi's business records is proved by the affidavit of David  
4 Alessi, Esq. as custodian of records for Alessi & Koenig, LLC attached as Exhibit K.

5 At trial, David Alessi testified that the page identified as "USB0081" identified the addresses to  
6 which Alessi mailed copies of the notice of trustee's sale. See pg. 112, ll. 15-23 of Exhibit 6 to plaintiff's  
7 motion.

8 Each certified mail receipt on the pages identified as "USB0082" and "USB0083" in Exhibit J  
9 contains an official stamp by the U.S. Postal Service, which proves that each notice was deposited in the  
10 mail.

11 At page 6 of its motion, plaintiff requested that this court take judicial notice of the publicly  
12 recorded documents attached to its motion. Resources Group similarly requests that this court take  
13 judicial notice of the publicly recorded documents attached to this opposition as Exhibits A, B, C, E, G,  
14 H and I.

#### 15 POINTS AND AUTHORITIES

16 **1. Plaintiff did not prove that it was prejudiced by Alessi mailing the notice of default  
to U.S. Recordings in St. Paul, MN and not to U.S. Bank's address in Fargo, ND.**

17 In the present case, the single defect upon which plaintiff bases its entire case is that Alessi did  
18 not mail a copy of the notice of default to U.S. Bank at its address in Fargo, North Dakota listed on page  
19 1 of the deed of trust.

20 In its opinion, however, the Nevada Supreme Court rejected plaintiff's argument that "this  
21 statutory violation automatically voids the sale," and the court instead stated:

22 **More recent cases suggest a notice/prejudice rule that limits Title Insurance & Trust**  
23 **to the** since-amended statute, *see Miyayama v. Quality Loan Serv. Corp.*, No.  
24 **2:16-cv-00413-JAD-CWH**, 2017 WL 132836, at \*5 (D. Nev. Jan. 13, 2017), and **extreme**  
25 **facts—the person entitled to notice in Title Insurance & Trust received no pre-sale**  
26 **notice at all**, 97 Nev. at 527, 634 P.2d at 1218—it involved. Thus, in *West Sunset 2050*  
27 *Trust v. Nationstar Mortgage, LLC*, 134 Nev., Adv. Op. 47, 420 P.3d 1032, 1035 (2018),  
we held that the first deed of trust holder's failure to allege prejudice resulting from the  
HOA's failure to mail notice of default to its assignor "dooms its claim that the defective  
notice [of default] invalidates the HOA sale." And in *Schleining v. Cap One, Inc.*, 130  
Nev. 323, 330-31, 326 P.3d 4, 8-9 (2014), we upheld on an abuse-of-discretion standard

1 a district court's determination that a lender's "substantial compliance" with NRS 107.095  
2 (2009) (amended by 2019 Nev. Stat., ch. 238, § 16 (S.B. 382)), and **the guarantor's**  
3 **failure to prove prejudice from the notice defect**, excused the lender's failure to provide  
the guarantor with the notices of default and of sale required by NRS 107.095. (emphasis  
added)

4 U.S. Bank, National Association ND v. Resources Group, LLC, 135 Nev. 199, 203-204,  
444 P.3d 442, 447 (2019).

5 In Schleining v. Cap One, Inc., 130 Nev. 323, 326, 326 P.3d 4, 6 (2014), the guarantor of a  
6 secured loan argued that strict compliance with NRS 107.095 required that he be mailed a copy of the  
7 notice of default and the notice of trustee's sale even though "he knew of the trustee's sale prior to its  
8 commencement" and "he made no effort to contact Cap One to attempt to prevent or delay the sale." The  
9 Nevada Supreme Court instead adopted the rule that "substantial compliance is sufficient where actual  
10 notice occurs and there is no prejudice to the party entitled to notice." 130 Nev. at 330, 326 P.3d at 8.  
11 (citing Las Vegas Plywood & Lumber, Inc. v. D&D Enters., 98 Nev. 378, 380, 649 P.2d 1367, 1368  
12 (1982)).

13 The court also concluded that "the district court properly determined that Schleining was not  
14 prejudiced by the lack of statutory notice" because (1) "there was no evidence presented that Schleining  
15 attempted to refinance the property but failed due to time constraints," and (2) Schleining did not testify  
16 "about any additional actions he could have or would have taken to save the property and avoid a  
17 deficiency judgment if had personally received the notice of default." 130 Nev. at 330-331, 326 P.3d at  
18 9.

19 At page 12 of its motion, plaintiff states that "[i]t cannot be disputed that US Bank did not receive  
20 the HOA NOD." As evidence, plaintiff quotes the Supreme Court's statement that "U.S. Bank  
21 established through uncontroverted testimony at trial that it was not affiliated with the 'return to' entity  
22 and did not receive the notice of default." 135 Nev. at 202, 444 P.3d at 446.

23 On the other hand, the "notice/prejudice rule" does not require that plaintiff be "affiliated with"  
24 U.S. Recordings – the entity to which Alessi timely mailed the notice of default. The "notice/prejudice  
25 rule" only requires that plaintiff receive the notice of default through any source.

26 The Supreme Court's statement also inaccurately describes the actual testimony provided by  
27  
28

1 plaintiff's witness, Bryan Heifner, regarding U.S. Recordings. In particular, Mr. Heifner testified:

2 Q. Okay. Now, let's go up and talk about some of the other entities here on US Bank's  
3 deed of trust. Do you see in the upper left-hand corner where it says Southwest Financial  
Services Ltd?

4 A. Yes.

5 Q. Do you know who Southwest Financial Services Ltd is?

6 A. I do not.

7 Q. Okay. Are they in any way affiliated with US Bank?

8 A. Not to my knowledge.

9 Q. Okay. So if I sent a letter or any kind of correspondence to Southwest Financial at  
their 537 East Pete Rose Way, Suite 300, Cincinnati, Ohio, would that reach US Bank?

10 A. No.

11 Q. Okay. Let's go down to the next one where it says return to. Do you see what I'm  
12 talking about?

13 A. Yes.

14 Q. Okay. **Are you familiar with the entity US Recordings?**

15 A. **I am not.**

16 Q. Okay. **Is US recordings in any way affiliated with US Bank?**

17 A. **Not to my knowledge.**

18 Q. If I sent mail to 2925 Country Drive, Suite 201, St. Paul, Minnesota, 55117, would  
that reach US Bank?

19 A. No.

20 See pg. 38, l. 14 to pg. 39, l. 17 of trial transcript attached as Exhibit 6 to plaintiff's motion. (emphasis  
21 added)

22  
23 Instead of testifying affirmatively that he knew who US Recordings was and stating affirmatively  
24 that US Recordings was not "in any way affiliated with US Bank," Mr. Heifner testified that he did not  
25 have any knowledge on this critical issue.

26 NRS 50.025 expressly provides:

27 (1) A witness may not testify to a matter unless:

1 (a) Evidence is introduced sufficient to support a finding that the witness has  
2 personal knowledge of the matter; or

3 (b) The witness states his or her opinion or inference as an expert.

4 (2) Evidence to prove personal knowledge may, but need not, consist of testimony of  
5 the witness.

6 By admitting that he did not know who either Southwest Financial Services Ltd or US Recordings  
7 was, Mr. Heifner proved that he did not have the requisite “personal knowledge” to provide any  
8 testimony regarding the relationship, if any, between plaintiff and US Recordings.

9 Because Mr. Heifner is the only witness that was examined by plaintiff regarding this  
10 relationship, plaintiff did not produce any admissible evidence that proves plaintiff did not receive  
11 “actual notice” of the notice of default from US Recordings.

12 Moreover, the existence of a business relationship between plaintiff and US Recordings is proved  
13 by the deed of trust attached as Exhibit C. In particular, Exhibit C clearly identifies “US RECORDINGS  
14 INC.” as the “REQUESTOR.” Exhibit C also lists “US Recordings” under the words “Return To (name  
15 and address)” at the top left hand corner of page 1.

16 During the trial, and in its motion for summary judgment, plaintiff did not introduce any evidence  
17 that explained why the name and address of “US Recordings” would appear on the deed of trust held by  
18 plaintiff if “US Recordings” had no relationship with plaintiff regarding the deed of trust.

19 Furthermore, Mr. Heifner contradicted his earlier testimony when he testified as follows:

20 Q. And on this document, the direction is to return to US Recordings, correct?

21 A. US Recordings is who recorded it. So the recording was requested by US Recordings.  
22 Doesn't say that they received it after it was recorded.

23 Q. Well, but the upper left-hand corner it says return to name and address. You see that?

24 A. Correct. But the closing company or whoever was handling that, I would say was  
25 Southwest Financial Services would have had it, I'm assuming, recorded using the  
26 recording company who requested the recording and then **we would have received the  
27 document to hold and own after that in our system.**

28 Q. Are you telling me that US Recordings would have sent it to US Bank?

A. Yes.

See pg. 53, l. 4 to l. 19 of trial transcript attached as Exhibit 6 to plaintiff's motion. (emphasis added)

1 In Wood v. Safeway, Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005), the Nevada Supreme  
2 Court stated that “when reviewing a motion for summary judgment, **the evidence, and any reasonable**  
3 **inferences drawn from it, must** be viewed in a light most favorable to the nonmoving party.” (emphasis  
4 added) The Nevada Supreme Court also stated that “[a] factual dispute is genuine when the evidence is  
5 such that a rational trier of fact could return a verdict for the nonmoving party.” 121 Nev. at 731, 121  
6 P.3d 1031.

7 The admission by Mr. Heifner that plaintiff had a relationship with US Recordings in which US  
8 Recordings would send documents related to the deed of trust to plaintiff creates a genuine issue of  
9 material fact regarding whether US Recordings sent the notice of default to plaintiff. In this regard,  
10 Exhibit G proves that Alessi mailed a copy of the notice of default to US Recordings, 2925 Country  
11 Drive STE 201, St. Paul, MN 55117 on April 5, 2011.

12 Plaintiff did not produce any admissible evidence proving that (1) US Recordings did not receive  
13 the notice of default from Alessi, (2) US Recordings did not send the notice of default to plaintiff, or (3)  
14 plaintiff did not receive the notice of default from any other person.

15 At page 10 of its motion, plaintiff states that Mr. Heifner testified “that notice sent to its St. Paul,  
16 MN address would not be received by US Bank.” The testimony cited by plaintiff is the same testimony  
17 that is quoted at page 6 above and is made vague and ambiguous by counsel’s use of the word “reach”:

18 Q. If I sent mail to 2925 Country Drive, Suite 201, St. Paul, Minnesota, 55117, would  
that reach US Bank?

19 A. No.

20 As set forth above, counsel’s question asked about who received mail addressed to the address  
21 for US Recordings, but plaintiff treats the question as if it also asked Mr. Heifner whether US Recordings  
22 would forward the mail that it received to plaintiff.

23 Mr. Heifner’s testimony at pg. 53, l. 4 to l. 19 in Exhibit 6 proves that if counsel had asked the  
24 question in a less ambiguous manner, Mr. Heifner’s answer to counsel’s question would have been “yes.”

25 At line 19 on page 10 of its motion, plaintiff states: “Accordingly, notice to US Recordings is not  
26 notice to US Bank.” That statement, however, is misleading because the controlling issue is not whether  
27

1 the notice of default was mailed directly to US Bank, but whether plaintiff proved that it was prejudiced  
2 by the defect in mailing the notice of default to US Recordings.

3 At line 21 on page 10 of its motion, plaintiff claims that Resources Group “insists that US  
4 Recordings is an agent of US Bank,” but that is not Resources Group’s argument. There is no  
5 requirement that US Recordings be an agent for plaintiff for this court to find that plaintiff was not  
6 prejudiced by the alleged notice defect.

7 At lines 15 to 18 at page 11 of its motion, plaintiff describes the testimony by Mr. Heifner and  
8 again fails to acknowledge that Mr. Heifner contradicted himself by testifying that he was not “familiar  
9 with the entity US Recordings” (pg. 39, ll. 8-10, of trial transcript attached as Exhibit 6 to plaintiff’s  
10 motion) and then testifying that US Recordings sent the recorded deed of trust to U.S. Bank. (pg. 53, ll.  
11 9-18, of trial transcript attached as Exhibit 6 to plaintiff’s motion)

12 At lines 24 and 25 on page 11 of its motion, plaintiff states that “[t]here is no evidence that US  
13 Recordings and US Bank entered into a contract or agreement permitting US Recordings to control US  
14 Bank’s performance,” but no such “control” is required for plaintiff to have received a copy of the notice  
15 of default from US Recordings. Likewise, there is no requirement that US Recordings have “apparent  
16 authority to accept notice on behalf of US Bank” before plaintiff could receive actual notice of the notice  
17 of default from US Recordings.

18 At lines 4 and 5 on page 12 of its motion, plaintiff states that “[t]here is nothing in the record to  
19 support a finding that US Recordings is an agent for US Bank,” but there is no requirement that US  
20 Recordings be “an agent for US Bank” before US Recordings could forward the notice of default to US  
21 Bank.

22 At line 24 on page 12 of its motion, plaintiff states that “US Bank did not receive actual notice  
23 of the HOA Sale.” As evidence, plaintiff cites Mr. Heifner’s affirmative response to counsel’s statement  
24 that “you told the Court earlier that you had reviewed US Bank’s complete file in this matter, correct?”  
25 (pg. 50, ll. 19-24, of trial transcript attached as Exhibit 6 to plaintiff’s motion)

26 Plaintiff, however, ignores Mr. Heifner’s testimony that “prior to the sale or around the time of  
27 the sale there are no records.” (pg. 51, ll. 2-3, of trial transcript attached as Exhibit 6 to plaintiff’s motion)

1 Moreover, Mr. Heifner's testimony at trial regarding the contents of plaintiff's records was  
2 inadmissible hearsay because the exception to the hearsay rule provided by NRS 51.135 relates only to  
3 "[a] memorandum, report, record or compilation of data, in any form, of acts, events, conditions, opinions  
4 or diagnoses, made at or near the time by, or from information transmitted by, a person with knowledge,  
5 all in the course of a regularly conducted activity," and not to testimony by a witness regarding an out  
6 of court review of a computer database by the witness. (pg. 51, ll. 8-13, of trial transcript attached as  
7 Exhibit 6 to plaintiff's motion)

8 Similarly, Mr. Heifner's testimony regarding what an unidentified "they" searched for in  
9 plaintiff's records is inadmissible as double hearsay. (pg. 51, ll. 3-4, of trial transcript attached as Exhibit  
10 6 to plaintiff's motion)

11 At lines 1 and 2 on page 13 of its motion, plaintiff states that "[h]ere, we have no evidence of that  
12 the HOA NOS was properly mailed but there is evidence that it was not received."

13 In applying NRS 107.080(3) in the context of a nonjudicial foreclosure of a deed of trust, the  
14 Nevada Supreme Court stated that "[m]ailing of the notices is all that the statute requires," and "actual  
15 notice is not necessary as long as the statutory requirements are met." Hankins v. Administrator of  
16 Veterans Affairs, 92 Nev. 578, 580, 555 P.2d 483, 484 (1976). In Turner v. Dewco Services, Inc., 87  
17 Nev. 14, 479 P.2d 462, 464 (1971), the Nevada Supreme Court stated that "[t]he statute does not require  
18 proof that the notice be received."

19 At lines 1 and 2 on page 13 of its motion, plaintiff also states that "[t]here is no declaration of  
20 mailing of service, no evidence of receipt, no copies of stamped envelopes, and **no testimony that the**  
21 **HOA NOS was actually mailed.**" (emphasis by plaintiff)

22 Contrary to counsel's statement, however, as set forth at pages 3 and 4 above, Exhibit J to this  
23 opposition proves that on October 26, 2011, Alessi mailed copies of the notice of trustee's sale to (1) the  
24 former owner, (2) US Recordings, (3) Robert Hazell, (4) Republic Services, (5) Law Office of AJ Kun,  
25 Ltd., (6) Law Offices of Les Zieve, (7) Southwest Financial Services Ltd., (8) **U.S. Bank National**  
26 **Association ND, 4325 17th Avenue, SW, Fargo, ND 58103**, (9) U.S. Bank Trust Company, National,  
27 111 SW Fifth Ave, Portland, OR 97204, and (10) Ombudsman's Office.

1 David Alessi testified at trial that the page marked as "USB0081" identified the addresses to  
2 which Alessi mailed copies of the notice of trustee's sale. See pg. 112, ll. 15-23 of Exhibit 6 to plaintiff's  
3 motion. The page marked as "USB0081" includes the address for U.S. Bank National Association ND,  
4 4325 17th Avenue, SW, Fargo, ND 58103.

5 The certified mail receipt for Item 7011 0470 0001 1871 2482 addressed to U.S. Bank National  
6 Association ND, 4325 17th Avenue, SW, Fargo, ND 58103 on the page identified as "USB0083" in  
7 Exhibit J also contains an official stamp by the U.S. Postal Service, which proves that the notice was  
8 deposited in the mail.

9 In response, plaintiff cites Mr. Heifner's testimony that U.S. Bank's "entire system" does not  
10 contain the notice of trustee's sale mailed to plaintiff at the address stated in the deed of trust.

11 Construing this evidence in "a light most favorable to the nonmoving party," this court can  
12 conclude that even when a notice is mailed to the proper address, plaintiff's computer records are so  
13 incomplete and so unreliable that plaintiff cannot locate the properly mailed notice.

14 **2. Plaintiff did not prove that U.S. Bank would have tendered any amount to Alessi  
prior to the HOA foreclosure sale held on January 25, 2012.**

15 At page 13 of its motion, plaintiff states that "US Bank was clearly prejudiced as a result of not  
16 having received notice." On the other hand, plaintiff has not supported its motion with any admissible  
17 evidence proving that plaintiff would have tendered any amount to Alessi even if the notice of default  
18 had been mailed to plaintiff at its address on page 1 of the deed of trust.

19 At pages 13 and 14 of its motion, plaintiff quotes from U.S. Bank, National Association ND v.  
20 Resources Group, LLC, 135 Nev. 199, 204, 444 P.3d 442, 447 (2019), but at page 14 of its motion,  
21 plaintiff distorts the meaning of the court's language by omitting the words "if credited" that were used  
22 by the court. In particular, the Nevada Supreme Court stated:

23  
24 At trial, U.S. Bank's collection officer testified that it was the bank's practice, on receiving  
25 a Nevada notice of default, to request payoff information and "pay the lien off ... to  
26 protect our interest." The loan secured by the U.S. Bank deed of trust included a future  
27 advances clause and this witness testified that, had U.S. Bank received notice of default,  
it would have paid the lien off and charged its borrower. He also denied receiving notice  
from any other source of the homeowner/borrower's default or the notice of sale that  
followed. This testimony, **if credited**, establishes the lack of notice and prejudice needed

1 to void the sale. (emphasis added)

2 This court cannot “credit” plaintiff’s characterization of the testimony by Mr. Heifner, at page  
3 8, lines 9-10, of plaintiff’s motion because Mr. Heifner identified a condition that would have prevented  
4 plaintiff from making a tender of any amount to the HOA in the present case. Mr. Heifner testified as  
5 follows:

6 Q. If US Bank had received a notice from a homeowners association regarding a  
7 homeowners association foreclosure, can you explain to the Court and all the parties here  
8 what US Bank would have done?

9 A. Yes. I actually worked in our collection department in 2011. I was trained then  
10 specifically on states such as Nevada in what to do **if were notified of a lien by the**  
11 **actual borrower.**

12 And US Bank received notice or notified of that would request contact  
13 information, payoff information, or would pay the lien off if we received the notice of  
14 default in order to protect our interest **in states where we would need to do so.**  
15 (emphasis added)

16 See pg. 42, l. 14 to pg. 43, l. 1 of trial transcript attached as Exhibit 6 to plaintiff’s motion.

17 This conditional language used by Mr. Heifner is critical because plaintiff did not prove that  
18 during the relevant time period in 2011 and 2012, U.S. Bank believed that it needed to pay any portion  
19 of an HOA assessment lien in order to protect its interest in a first deed of trust.

20 In this regard, Resources Group requests that this court take judicial notice of respondent’s  
21 answering brief filed by U.S. Bank, N.A. with the Nevada Supreme Court on November 25, 2013 in the  
22 case of *SFR Investments Pool 1, LLC vs. US Bank, N.A.*, Case No. 63078.

23 At page 8 of its brief, U.S. Bank argued that NRS 116.3116(2)(b) “plainly and unambiguously  
24 subordinates an HOA lien to a previously-recorded first deed of trust.”

25 At page 9 of the same brief, U.S. Bank, N.A. stated:

26 SFR’s argument fails because this language merely grants priority for a limited portion  
27 of the HOA’s lien, and the portion with priority does not attach until the beneficiary of  
28 the first deed of trust forecloses.

Plaintiff does not explain why a lender with this understanding of Nevada law in November of  
2013 would have tendered any amount to an HOA to protect its deed of trust from an HOA foreclosure  
sale held in January of 2012.

1 Plaintiff also has not proved that prior to the HOA foreclosure sale held on January 25, 2012 that  
2 U.S. Bank had ever tendered any amount to any Nevada HOA to pay the superpriority portion of an  
3 HOA's assessment lien. For example, the HOA foreclosure sale in *SFR Investments Pool 1, LLC vs. US*  
4 *Bank, N.A.* was held on September 5, 2012, and U.S. Bank did not attempt to tender any amount to pay  
5 the HOA's superpriority lien in that case.

6 Absent such evidence, there is no reason to believe Mr. Heifner's testimony in October of 2017  
7 (more than five years after the HOA foreclosure sale was held) that if the notice of default had been  
8 mailed to U.S. Bank at 4325 17th Avenue, SW, Fargo, ND 58103, plaintiff would have tendered nine (9)  
9 months of assessments to the HOA to protect its deed of trust.

10 Instead, in the context of a motion for summary judgment, this court must construe the evidence  
11 in a light most favorable to Resources Group and conclude that even if Alessi had mailed the notice of  
12 default directly to U.S. Bank and even if plaintiff acknowledged receiving the notice of trustee's sale that  
13 was timely mailed to defendant at its address contained in the deed of trust, plaintiff would not have  
14 tendered any amount to Alessi or the HOA.

15 Consequently, plaintiff has not proved that it was prejudiced by Alessi's decision to mail the  
16 notice of default to US Recordings.

17 **3. Plaintiff has not produced any admissible evidence that proves the**  
18 **HOA foreclosure sale was either void or voidable.**

19 At pages 14 and 15 of its motion, plaintiff quotes from the portion of U.S. Bank, National  
20 Association ND v. Resources Group, LLC, 135 Nev. at 205-206, 444 P.3d at 448, that discusses  
21 Nationstar Mortgage v. Saticoy Bay LLC Series 2227 Shadow Canyon, 133 Nev. 740, 405 P.3d 641  
(2017), and the California rule.

22 At page 15 of its motion, plaintiff states that the high bid or \$5,331.00 was between 10% and 15%  
23 of the fair market value assigned to the property by plaintiff's appraiser based on an "Exterior Only"  
24 inspection of the property that took place on July 28, 2016. See page 4 of 13 of residential appraisal  
25 summary report attached to plaintiff's motion as Exhibit 11.

26 At the bottom of page #3 of the report, the report states:  
27  
28

1 The appraiser made an exterior only inspection which involves the use of an extraordinary  
2 assumption that no adverse conditions exist that may affect the livability, soundness, or  
structural integrity, and all subject data used from assessor records and MLS, which if  
found to be false, could affect the appraisers opinion of value and conclusions.

3 Plaintiff's motion is not supported by any evidence proving that the "extraordinary assumption"  
4 is true, so the retrospective appraisal report is not competent evidence of the fair market value of the  
5 Property on the date of the HOA foreclosure sale.

6 Plaintiff also does not prove that the condition of the property on July 28, 2016 was the same as  
7 the condition of the property on January 25, 2012.

8 The appraisal report also fails to mention the Detrimental Condition that distinguishes the  
9 Property in the present case from the six comparable sales listed at pages 3 and 5 of the appraisal report.  
10 Unlike the six comparable sales (3 traditional sales, 1 REO sale, 1 FHA foreclosure, 1 foreclosure), 4254  
11 Rolling Stone Dr Trust did not receive insurable clear title to the Property because no title company in  
12 Southern Nevada is willing to issue title insurance following an HOA foreclosure sale. The lack of  
13 insurable clear title precludes traditional financing options to future buyers and adversely affects  
14 Resources Group's right of disposition of the Property.

15 The Appraisal of Real Estate, 14th Edition, p. 406 (Chicago: Appraisal Institute, 2013) states:  
16 "Before a comparable sale property can be used in sales comparison analysis, the appraiser must first  
17 ensure that the sale price of the comparable property applies to **property rights that are similar** to those  
18 being appraised." (emphasis added) Because the appraisal report offered by plaintiff violates this  
19 standard, the value assigned to the Property by plaintiff's appraiser is merely hypothetical.

20 In the body of the Shadow Canyon opinion, immediately after the reference to footnote 11, the  
21 Nevada Supreme Court stated:

22 However, it necessarily follows that if the district court closely scrutinizes the  
23 circumstances of the sale and finds no evidence that the **sale was** affected by fraud,  
24 unfairness, or oppression, then the sale cannot be set aside, regardless of the inadequacy  
of price. *See id.* at 515-16, 387 P.2d at 995 (overruling the lower court's decision to set  
25 aside the sale upon concluding there was no evidence of fraud, unfairness, or oppression).

26 Shadow Canyon, 133 Nev. at 749-750, 405 P.3d at 648-649.

27 This requirement that the court "closely scrutinize[ ] the circumstances of the sale" is consistent  
28

1 with the Nevada Supreme Court's earlier statement that Golden v. Tomiyasu, 79 Nev. 503, 514, 387 P.2d  
2 989, 995 (1963), "considered and rejected this same rationale, concluding there is no reason to invalidate  
3 a "legally made" sale absent *actual* evidence of fraud, unfairness, or oppression." Shadow Canyon, 133  
4 Nev. at 748, 405 P.3d at 648. (emphasis in original)

5 Plaintiff has not produced any admissible evidence proving that the HOA foreclosure sale held  
6 on January 25, 2012 was actually affected by fraud, unfairness, or oppression.

7 At page 16 of its motion, plaintiff states that "[n]ot much need be said as to the HOA's failure to  
8 send the statutorily required notices," but the **only** defect in notice proved by plaintiff was that Alessi  
9 mailed the notice of default to US Recordings and not directly to plaintiff. Plaintiff did not prove that  
10 this alleged defect was made known to any person prior to the public auction held on January 25, 2012,  
11 so it is impossible for this hidden defect to "account[ ] for and bring[ ] about the inadequacy of price"  
12 as required by the California rule. Golden v. Tomiyasu, 79 Nev. 503, 514, 387 P.2d 989, 995 (1963).

13 At page 17 of its motion, plaintiff states that "[t]he evidence clearly supports a conclusion that  
14 Resource Group was related to A&K (the HOA Sale Trustee)." Plaintiff's "conclusion" is rebutted by  
15 David Alessi's testimony at the trial held on October 2, 2017:

16 Q. Okay. So did at any point in time did Alessi & Koenig have an attorney-client  
relationship with Iyad Haddad?

17 A. Again, I'm not sure. I wasn't involved in any litigation wherein Alessi & Koenig  
18 represented Mr. Haddad. But again, I'll just repeat, I believe, there may have  
19 been a matter that we represented Mr. Haddad on for short period of time. I'm  
just not exactly sure of the specifics.

20 Q. Do you remember generally what you represented him on?

21 A. No.

22 Q. Do you remember if it was involving quiet title litigation?

23 A. No.

24 See pg. 97, l. 16 to pg. 98, l. 5 of trial transcript attached as Exhibit 6 to plaintiff's motion.

25 At page 17 of its motion, plaintiff cites, but does not quote, Mr. Haddad's testimony regarding  
26 the limited circumstances in which he retained Alessi & Koenig to perform legal services for him:

27 Q. Mr. Kerbow ever done legal work for you?

1 A. Yes.

2 Q. What kind of legal work has Mr. Kerbow done for you?

3 A. So if I acquired a property that didn't have a lender that would dispute their, you  
4 know, the title to the property, my title companies at that time would have  
5 required a quiet title action. Quiet title action would have to be brought on a free  
and clear property, let's say, where there was no deed of trust that would be  
extinguished before I can get title insurance.

6 So Ryan Kerbow would have easily done a quiet title action just  
7 as easy as Michael Bohn, let's say, or any other attorney and would have  
8 done it because he would have already had the file. He would have to file  
with the Court. Get permission from the Court to quiet title a proper at  
sale. And then I wouldn't be able to get title insurance.

9 Q. So you would retain Mr. Kerbow as your personal attorney at different points  
in time?

10 A. Couple of times.

11 Q. Couple of times?

12 A. Yeah.

13 Q. Do you remember the approximate time frame that this was done?

14 A. I would say right around this time, maybe.

15 Q. So during at the time of this sale, Mr. Kerbow was also one of your attorneys?

16 A. Let's put it this way. If I acquired a property from Alessi & Koenig and it  
17 happened to be free and clear, I could have approached Alessi & Koenig to take  
18 an additional fee to complete the quiet title action so I can get title insurance from  
my title company.

19 Q. Okay. So you had a pretty close relationship with Alessi & Koenig then?

20 A. Close relationship?

21 Q. Yes.

22 A. I don't know what you mean by close relationship. But if you mean to the extent  
23 of did I hire them to do quiet title actions on free and clear properties, yes, I would  
have.

24 See pg. 157, l. 21 to pg. 159, l. 12 of trial transcript attached as Exhibit 6 to plaintiff's motion.

25 Plaintiff also quotes from Graffam v. Burgess, 117 U.S. 180, 193 (1886), regarding Byers v.  
26 Surget, 19 How. 303, which was "a case of a sheriff's sale at a very grossly inadequate price, and the  
27 purchaser was an attorney in the case." Although Mr. Kerbow is an attorney, Mr. Kerbow was not the

1 purchaser at the sale held on January 25, 2012. Plaintiff also did not prove that Mr. Kerbow shared any  
2 confidential information with Mr. Haddad regarding the sale held on January 25, 2012.

3 Plaintiff also cites Kauffman & Runge v. Morris, 60 Tex. 119 (1883), but in that case, the owner  
4 of three-fourths of the judgment was absent from the sale “by no fault of his own,” there was “great and  
5 unusual haste in making the sale,” Hill “would have bid in the property for Morris, had he not been  
6 informed that Morris had notice of the sale,” and “Holmes, the nominal plaintiff” made an agreement  
7 to purchase the property on shares and later “divide the land between them.”

8 Plaintiff has not presented any such evidence regarding the HOA foreclosure sale held on January  
9 25, 2013.

10 In U.S. Bank, National Association ND v. Resources Group, LLC, 135 Nev. at 207, 444 P.3d at  
11 449, the Nevada Supreme Court mentioned “the fact that the sale had been continued,” but plaintiff did  
12 not prove that a single person chose not to attend the HOA foreclosure sale because it was continued  
13 from  
14 November 16, 2011 to January 25, 2012. The Nevada Supreme Court also stated that “neither the  
15 homeowner nor U.S. Bank nor any other bidders appeared at the rescheduled sale,” but plaintiff did not  
16 prove that it is unusual for a homeowner or a lender not to attend a sale. Plaintiff also did not prove that  
17 no other bidders were present at the sale.

18 **4. Resources Group is protected as the grantee of a bona fide purchaser.**

19 At page 17 of its motion, plaintiff quotes from Bank of America, N.A. v. SFR Investments Pool  
20 1, LLC, 134 Nev. 604, 612, 427 P.3d 113, 121 (2018), regarding “a party’s status as a BFP,” but the sale  
21 in that case was found to be “void” because Bank of America cured the default by tendering “nine  
22 months’ worth of assessment fees” to the HOA prior to the HOA foreclosure sale.

23 In the present case, plaintiff did not tender any amount to the HOA or Alessi to pay the  
24 superpriority portion of the HOA’s lien.

25 Although David Alessi testified that Robert Hazel paid \$700.00 to Alessi on December 28, 2011,  
26 only \$414.40 of that amount was paid to the HOA. (See pg. 147, l. 12 to pg. 149, l. 1 of trial transcript  
27 attached as Exhibit 6 to plaintiff’s motion) The single payment of \$414.40 was clearly insufficient to pay

1 the nine monthly assessments of \$130.00 per month, or \$1,170.00, that constituted the superpriority  
2 portion of the HOA's assessment lien.

3 In Shadow Wood Homeowners Association v. New York Community Bancorp, Inc., 132 Nev.  
4 49,366 P.3d 1105 (2016) (hereinafter "Shadow Wood"), the Nevada Supreme Court discussed bona fide  
5 purchaser status in detail. The many points contained in the decision can be summarized as:

- 6 1. A bona fide purchase is without notice of any **prior equity**.
- 7 2. "The decisions are uniform" that the title of a bona fide purchaser is not affected by any matter  
8 of which he has no notice, actual or constructive.
- 9 3. The bona fide purchaser must pay **valuable** consideration, not "adequate" consideration.
- 10 4. The fact that the foreclosure price may be "low" is not sufficient to put the purchaser on notice  
11 of any alleged defects with the sale.
- 12 5. The fact that the court retains equitable power to void the sale does not deprive the purchaser  
13 of bona fide purchaser status.
- 14 6. The time to determine the status of bona fide purchaser is at the time of the sale.

15 In Shadow Wood, the court concluded its discussion regarding Gogo Way's status as a bona fide  
16 purchaser by stating:

17 And NYCB points to no other evidence indicating that Gogo Way had notice before it  
18 purchased the property, either actual, constructive, or inquiry, as to NYCB's attempts to  
19 pay the lien and prevent the sale, or that Gogo Way knew or should have known that  
20 Shadow Wood claimed more in its lien than it actually was owed, especially where the  
21 record prevents us from determining whether that is true. ***Lennartz v. Oulity*, 191 Ill. 174,**  
22 **60 N.E. 913, 914 (Ill.1901) (finding a purchaser for value protected under the**  
**common law who took the property without record or other notice of an infirmity**  
**with the discharge of a previous lien on the property).** Because the evidence does not  
show Gogo Way had any notice of the pre-sale dispute between NYCB and Shadow  
Wood, the potential harm to Gogo Way must be taken into account and further defeats  
NYCB's entitlement to judgment as a matter of law.

23 132 Nev. at 65-66, 366 P.3d at 1116 (emphasis added)

24 In the present case, plaintiff has likewise failed to identify any fact, recorded document or other  
25 evidence showing that plaintiff held a latent equity in the Property of which 4254 Rolling Stone Dr Trust  
26 knew or should have known. Instead, every recorded document revealed that plaintiff held a deed of trust  
27 that was subordinate to the HOA's superpriority lien and that plaintiff's deed of trust would be

1 extinguished by the nonjudicial foreclosure of the HOA's superpriority lien.

2 In Moeller v. Lien, 25 Cal. App. 4th 822, 30 Cal. Rptr. 2d 777 (1994), the respondent allowed  
3 a trustee's sale to go forward even though it had available cash deposits to pay off the loan. Id. at 828.  
4 The trial court set aside the sale because "[t]he value of the property was four times the amount of the  
5 debt/sales price." Id. at 829. The court of appeals reversed the trial court's order and stated:

6 **Thus as a general rule, a trustor has no right to set aside a trustee's deed as against**  
7 **a bona fide purchaser for value by attacking the validity of the sale.** (Homestead  
8 Savings v. Damiento, supra, 230 Cal. App. 3d at p. 436.) The conclusive presumption  
9 precludes an attack by the trustor on a trustee's sale to a bona fide purchaser **even though**  
10 **there may have been a failure to comply with some required procedure which**  
11 **deprived the trustor of his right of reinstatement or redemption.** (4 Miller & Starr,  
supra, § 9:141, p. 463; cf. Homestead v. Damiento, supra, 230 Cal. App. 3d at p. 436.)  
The conclusive presumption precludes an attack by the trustor on the trustee's sale to a  
bona fide purchaser even where the trustee wrongfully rejected a proper tender of  
reinstatement by the trustor. **Where the trustor is precluded from suing to set aside**  
12 **the foreclosure sale, the trustor may recover damages from the trustee.** (Munger v.  
13 Moore (1970) 11 Cal. App. 3d 1, 9, 11 [89 Cal. Rptr. 323].)

14 Id. at 831-832. (emphasis added)

15 At the time of the HOA foreclosure sale, NRS 116.31166(1) provided that the recitals in the  
16 foreclosure deed were "conclusive proof" of default, mailing of the notice of delinquent assessment,  
17 recording of the notice of default, the elapsing of the 90 days, and the giving of notice of sale. The  
18 foreclosure deed (Exhibit B) includes each of the required recitals. NRS 116.31166(2) provided that  
19 "[s]uch a deed containing those recitals is conclusive against the unit's former owner, his or her heirs and  
20 assigns, and all other persons."

21 In Shadow Wood, the court also stated:

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

366 P.3d at 1115, n.7.

Because plaintiff failed to take any action to prevent the Property from being sold to a bona fide

1 purchaser without notice of plaintiff's unrecorded claim that the notice of default had been mailed to the  
2 wrong address, 4254 Rolling Stone Dr Trust acquired title to the Property free of plaintiff's subordinate  
3 deed of trust.

4 As the grantee of a bona fide purchaser, Resources Group enjoys the same protections as 4254  
5 Rolling Stone Dr Trust. "[A] title or lien held by a bona fide purchaser or encumbrancer can be conveyed  
6 to a grantee or assignee free and clear of a prior unknown interest even if the grantee or assignee does  
7 not fulfill the requirements of a bona fide purchaser or encumbrancer." 5 Miller & Starr, Cal. Real Est.  
8 § 11:58 (3d ed.) (citing Jones v. Independent Title Co., 23 Cal. 2d 859 (1944)).

9 At page 18 of its motion, plaintiff cites the four factors that the court in U.S. Bank, National  
10 Association ND v. Resources Group, LLC, 135 Nev. 199, 207, 444 P.3d 442, 449 (2019), stated could  
11 put Mr. Haddad on "inquiry notice" and that "would have revealed the notice defect." The Nevada  
12 Supreme Court also stated that "[w]hether diligent inquiry by Haddad would have revealed the notice  
13 defect, or the other deficiencies alleged, are **questions of fact for the district court to resolve.** Id.  
14 (emphasis added)

15 Plaintiff, however, does not identify anything in the public record that could have caused Mr.  
16 Haddad to investigate whether Alessi had mailed the notice of default to the correct address for U.S.  
17 Bank. On the other hand, in paragraph 8 of the affidavit in support of motion for summary judgment that  
18 was attached to Resource Group's motion for summary judgment, filed with the court on January 3, 2017  
19 (Exhibit L attached hereto), Iyad Haddad stated:

20 8. Prior to and at the time of the foreclosure sale, there is no way for myself or any other  
21 potential bidder at the foreclosure sale to research if the notices were sent to the proper  
22 parties at the proper address. I, and other potential bidders are forced to rely only on the  
23 professional foreclosure agent to have obtained a trustee's sale guarantee issued by a local  
24 title and escrow company and to serve the notices upon the parties who are entitled to  
25 notice.

26 Plaintiff has not presented any contrary evidence to this court.

27 In Allison Steel Mfg. Co. v. Bentonite, 86 Nev. 494, 499, 471 P.2d 666, 669 (1970), the Nevada  
28 Supreme Court stated that "[a]t the time appellant's judgment lien attached on May 26, 1964, the two IRS  
liens were already of record giving it notice." The court also stated, however, that "[h]ad appellant

1 purchased the Henderson land at the Sheriff's sale after instead of before the IRS tax liens were released,  
2 a different result would prevail." 86 Nev. at 500, 471 P.2d at 670.

3 Likewise, in Adaven Management, Inc. v. Mountain Falls Acquisition Corp., 124 Nev. 770, 778-  
4 779, 191 P.3d 1189, 1195 (2008), the Nevada Supreme Court defined the limits of inquiry notice as  
5 follows:

6 The county recorder maintains recorded deeds, including those transferring water rights.  
7 By statute, a county recorder is required to keep indices of all deeds arranged by the  
8 names of the grantors and grantees. A prospective purchaser of land may search those  
9 indices to ensure that the person attempting to sell the property has clear title to it. To  
10 search the indices, the prospective purchaser would first search the grantee index for the  
11 purported owner's name to ascertain when and from whom the purported owner received  
12 the property. Using that name, the purchaser would check the grantee index for the names  
13 of each previous owner, thus establishing the "chain of title." The purchaser must then  
14 search the grantor index, starting with the first owner in the chain of title, to see whether  
15 he or she transferred or encumbered the property during the time between his or her  
16 acquisition of the property and its transfer to the next person in the chain of title.  
17 **Whether or not a purchaser of real property performs this search, he or she is  
18 charged with constructive notice of, and takes ownership of the property subject to,  
19 any interest such a title search would reveal.** (emphasis added)

20 In the present case, when viewed in a light most favorable to Resources Group, there is no  
21 document in the public record that would have triggered a duty on Mr. Haddad to contact Alessi and  
22 inquire as to whom and to what addresses Alessi had mailed the notice of default. Likewise, plaintiff did  
23 not prove that Alessi would have opened its private records to a person who had not entered a bid at a  
24 sale that had not yet been held.

25 At page 18 of its motion, plaintiff quotes from Blevins v. Boyd, 623 F. Supp. 863, 865 (D. Nev.  
26 1985), where inquiry notice was triggered because Bruce Cooper had been in "actual physical possession  
27 of the parcel well before" the October 6, 1982 agreement between Owen and Bruce Cooper. No similar  
28 "physical possession" of the property triggered such an inquiry by Mr. Haddad in the present case. Every  
publicly recorded document was consistent with the fact that the HOA was foreclosing an assessment  
lien that would extinguish plaintiff's deed of trust.

Similarly, in Berge v. Fredericks, 95 Nev. 183, 591 P.2d 246 (1979), the court reversed a  
summary judgment entered in favor of the respondent (purchaser) because the respondent and the seller  
were intimately related and because the respondent had actual notice of appellant's residence on the

1 property being sold. The court quoted the general rule that “open, notorious, and exclusive possession  
2 and occupation of lands by a stranger to a vendor’s title, as of record, at the time of a purchase” is  
3 sufficient to put a purchaser on inquiry as to the legal or equitable rights of the party in possession. 591  
4 P.2d at 249. Again, no such evidence exists in the present case.

5 At page 19 and at page 21 of its motion, plaintiff quotes from Nationstar Mortgage, LLC v. SFR  
6 Investments Pool 1, LLC, 184 F. Supp. 3d 853 (D. Nev. 2016), that because the law was not settled on  
7 the date of the sale held on August 10, 2012, a “reasonable purchaser” would have “perceived a serious  
8 risk” that the HOA sale would not extinguish the lender’s deed of trust. This argument was made  
9 irrelevant when the Nevada Supreme Court held in K&P Homes v. Christiana Trust, 133 Nev. 364, 368,  
10 398 P.2d 292, 295 (2017), that SFR Investments Pool 1, LLC v. U.S. Bank, N.A., “did not create new  
11 law of overrule existing precedent: rather, that decision declared what NRS 116.3116 has required since  
12 the statute’s inception.” K&P Homes v. Christiana Trust, 133 Nev. 364, 368, 398 P.2d 292, 295 (2017).

13 At page 20 of its motion, plaintiff states that a buyer’s experience is relevant in determining  
14 whether a party is a bona fide purchaser, and plaintiff quotes Mr. Haddad’s testimony **on October 2,**  
15 **2017** that “I attend five sales a week, 52 weeks a year.” (see pg. 156, ll. 12-13, of trial transcript attached  
16 as Exhibit 6 to plaintiff’s motion) Plaintiff did not prove that Mr. Haddad had that level of experience  
17 with HOA foreclosure sales as of January 25, 2012. Plaintiff has also not proved how a purchaser with  
18 any level of experience would be able to review the foreclosure agent’s mailing records prior to the date  
19 of an HOA foreclosure sale.

20 At page 20 of its motion, plaintiff states that Mr. Haddad was fully aware of the need for litigation  
21 following the HOA foreclosure sale, but the need to file a quiet title lawsuit in order to obtain title  
22 insurance following a sale does not prove that Mr. Haddad had any reason to suspect that there was any  
23 defect with the notices for the HOA foreclosure sale held on January 25, 2012. See pg. 157, l. 25 to pg.  
24 158, l. 6 of trial transcript attached as Exhibit 6 to plaintiff’s motion.

25 The same is true even if there was a deed of trust recorded against the property because the public  
26 record does not reveal any basis upon which the lender could challenge the sale. See language quoted  
27 from Shadow Wood, 132 Nev. at 65-66, 366 P.3d at 1116, at page 18 above.

1 At lines 21-22, plaintiff states that “Resources filed a bankruptcy petition to protect itself from  
2 creditors it claims to have had no knowledge of their interest in the Property. **Exhibit 14.**” Exhibit 14  
3 to plaintiff’s motion instead proves that Bourne Valley Court Trust filed its schedules in Case No. 12-  
4 16387 on June 13, 2012 and appropriately listed the “First Mortgage” recorded against the Property as  
5 “Disputed.” See page 8 of 29 in Exhibit 14. The present case is therefore unlike the unpublished orders  
6 where the Nevada Supreme Court found that the debtor had made a judicial admission that a deed of trust  
7 survived an HOA foreclosure sale. See, e.g., River Glider Avenue Trust v. The Bank of New York  
8 Mellon, No. 79808, 472 P.3d 190, at \*1 (Table), 2020 WL 5637071 (Nev. Sept. 18, 2020)(unpublished  
9 disposition).

10 At the bottom of page 20 of its motion, plaintiff states that Mr. Haddad testified in a deposition  
11 taken in another case on April 28, 2016 (Exhibit 12 to plaintiff’s motion) that the holders of first deeds  
12 of trust could “protect themselves by tendering a payment equivalent to nine months.” Because plaintiff  
13 made no such tender to protect its deed of trust in the present case, this testimony is irrelevant.

14 At page 21 of its motion, plaintiff states that Mr. Haddad testified in a deposition taken in another  
15 case on May 18, 2016 that he had an understanding by 2014 that “lenders disputed, under some  
16 circumstances at least, that their deed of trust was extinguished following the foreclosure sale.” (Exhibit  
17 13 to plaintiff’s motion, pg. 17, ll. 15-18) Because the sale in the present case happened on January 25,  
18 2012, Mr. Haddad’s level of experience and knowledge in 2014 is likewise irrelevant.

19 Plaintiff states that “[a]llowing Saticoy to claim *bona fide* purchaser status would turn the entire  
20 concept on its head,” but charging Resources Group with notice of a mailing defect that was not disclosed  
21 in any publicly recorded document instead turns the concept of “inquiry” notice on its head.

22 In its conclusion at page 21 of its motion, plaintiff states that “US Bank did not have actual  
23 knowledge of the HOA Sale,” but Exhibit J proves that on October 26, 2011, Alessi mailed a copy of the  
24 notice of trustee’s sale to U.S. Bank National Association ND, 4325 17th Avenue, SW, Fargo, ND 58103.  
25 Because this is the exact address to which the deed of trust directed that notice to plaintiff be mailed, the  
26 evidence proves that plaintiff did have actual knowledge of the HOA Sale and took no action to prevent  
27 the sale from taking place or to pay the superpriority portion of the HOA’s assessment lien.

1 Plaintiff also states that “[h]ad US Bank become aware of the HOA Sale, it would have paid the  
2 superpriority portion of the HOA Lien.” Plaintiff, however, has not produced any evidence of a single  
3 instance prior to January 25, 2012 where plaintiff tendered an amount equal to 9 months of assessments  
4 to any HOA to prevent the extinguishment of a deed of trust. Making such a tender would be antithetical  
5 to the legal position publicly asserted by U.S. Bank in respondent’s answering brief filed by U.S. Bank,  
6 N.A. with the Nevada Supreme Court on November 25, 2013 in the case of *SFR Investments Pool I, LLC*  
7 *vs. US Bank, N.A.*, Case No. 63078.

8 Plaintiff states that “it is uncontroverted fact that A&K did not send the HOA NOD to US Bank,”  
9 but there is a disputed issue of material fact regarding whether U.S. Bank received “actual notice” of the  
10 notice of default from US Recordings.

11 Plaintiff also refers to “the unnatural relationship between A&K, Eddie Haddad and Resources,”  
12 but plaintiff has not produced any evidence proving that the two wholly unrelated cases where Mr.  
13 Haddad retained Ryan Kerbow as counsel in any way affected the HOA foreclosure sale held on January  
14 25, 2012.

15 At page 22 of its motion, plaintiff states that “[s]ince remand, Resources has done no additional  
16 fact finding,” but plaintiff also admits that Resources Group has “issued only limited written discovery.”  
17 Resources Group also filed a motion to compel on November 30, 2020 to require that plaintiff cure  
18 plaintiff’s “deficient and obstructionist” answers to the interrogatories and the request for production of  
19 documents attached as Exhibits D and E to the motion.

20 An order approving the discovery commissioner’s report and recommendations that granted  
21 Resources Group’s motion to compel was filed on May 14, 2021. Plaintiff finally provided answers to  
22 Resources Group’s interrogatories and request for production of documents on February 23, 2022, which  
23 was eight (8) days after the deadline for completion of discovery agreed to by the parties on July 2, 2021.  
24 Plaintiff’s delay in complying with the court’s order entered on May 14, 2021 does not create any reason  
25 to grant plaintiff’s motion for summary judgment.

26 As noted above, there are disputed issues of material fact that can only be resolved by the court  
27 receiving additional testimony from appropriate witnesses and other evidence in order for this court to

1 make the “finding on actual notice or prejudice” identified by the Nevada Supreme Court in its opinion,  
2 filed on July 3, 2019. *See U.S. Bank, National Association ND v. Resources Group, LLC*, 135 Nev. at  
3 204, 444 P.3d at 447.

4 **CONCLUSION**

5 Accordingly, it is respectfully requested that this Court enter an order denying plaintiff’s motion  
6 for summary judgment, so that this matter can proceed to trial as scheduled on May 23, 2022.

7 DATED this 31<sup>st</sup> day of March, 2022

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

10 By: / s / Michael F. Bohn, Esq. /  
11 Michael F. Bohn, Esq.  
12 2260 Corporate Circle, Suite 480,  
13 Henderson, Nevada 89074  
14 Attorney for Resources Group, LLC

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 31<sup>st</sup> day of March, 2022, an electronic copy of the  
17 RESOURCES GROUP, LLC’S OPPOSITION TO U.S. BANK’S MOTION FOR SUMMARY  
18 JUDGMENT was served on opposing counsel via the Court's electronic service system to the following  
19 counsel of record:

20 Kristin A. Schuler-Hintz, Esq.  
21 Shane P. Gale, Esq.  
22 McCarthy & Holthus, LLP  
23 9510 W. Sahara Ave., Ste. 200  
24 Las Vegas, NV 89117  
25 Attorney for plaintiff/counterdefendant

26 /s/ Maurice Mazza  
27 An Employee of the LAW OFFICES OF  
28 MICHAEL F. BOHN, ESQ., LTD.

EXHIBIT A

EXHIBIT A

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

APP002520

STATE OF NV

COUNTY OF CLARK

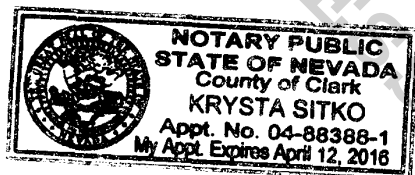
I, KRYSTA SITKO, a Notary Public of the  
County and State first above written, do hereby  
certify that lyad Haddad personally appeared  
before me this day and acknowledged the due  
execution of the foregoing instrument.

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

**FOR RECORDERS OPTIONAL USE ONLY**

Book: \_\_\_\_\_ Page: \_\_\_\_\_

Date of Recording: \_\_\_\_\_

Notes:

*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**

(Required)

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

Address: 900 S. Las Vegas Blvd #810

City, State, Zip: Las Vegas, NV 89101

**BUYER (GRANTEE) INFORMATION**

(Required)

Print Name: Bourne Valley Court Trust

Address: 900 S. Las Vegas Blvd #810

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)

APP002522

EXHIBIT B

EXHIBIT B

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:

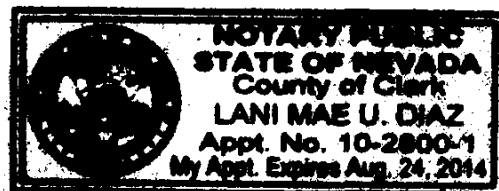
This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell which was recorded in the office of the recorder of said county. 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)

#APPT  
\* 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: \_\_\_\_\_

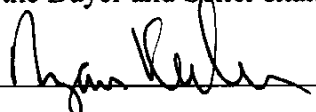
- 3.a. Total Value/Sales Price of Property      \$ 5,331.00  
b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ )  
c. Transfer Tax Value:      \$ 5,331.00  
d. Real Property Transfer Tax Due      \$ 28.05

**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 C

EXHIBIT C

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

75536829 NRC  
342628

**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)

© 1994 Wolters Kluwer Financial Services - Bankers Systems™  
Form USB0CP-DT-NV 9/7/2006

(page 1 of 7)

*DR*

APP002527

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)

*WFE* \_\_\_\_\_

- 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)

*DNE* \_\_\_\_\_

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)

*[Handwritten 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 appraisal 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)

ONE \_\_\_\_\_

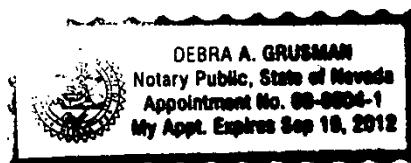
19. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
20. **RIDERS.** The covenants and agreements of each of 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 ....., COUNTY OF Clark  
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 #: 14560224

Index #:

Order Date : 02/27/2009

Reference : 20090581626510

Parcel #: 163-24-111-021

Name : GEORGE R. EDWARDS

Deed Ref : 20020712928

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**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.**

EXHIBIT D

EXHIBIT D

DAVID ALESSI\*  
THOMAS BAYARD\*  
ROBERT KOENIG\*\*  
RYAN KERBOW\*\*\*

\* Admitted to the California Bar

\*\* Admitted to the California, Nevada  
and Colorado Bar

\*\*\* Admitted to the Nevada and California Bar

**ALESSI & KOENIG**  
*A Multi-Jurisdictional Law Firm*

9500 W. Flamingo Road, Suite 100  
Las Vegas, Nevada 89147  
Telephone: 702-222-4033  
Facsimile: 702-222-4043  
[www.alessikoenig.com](http://www.alessikoenig.com)

**ADDITIONAL OFFICES**

AGOURA HILLS CA  
PHONE: 818-735-9600

RENO NV  
PHONE: 775-626-2323

DIAMOND BAR CA  
PHONE: 909-861-8300

December 20, 2010

**LIEN LETTER**  
**VIA REGULAR AND CERTIFIED MAIL**

EDWARDS GEORGE R TRUST  
4254 ROLLINGSTONE DR  
LAS VEGAS, NV 89103

**Re: Glenview West Townhomes Association/4254 ROLLINGSTONE DR/HO #24230**

Dear EDWARDS GEORGE R TRUST:

Our office has been retained by Glenview West Townhomes Association to collect the past due assessment balance on your account. Please find the enclosed Notice of Delinquent Assessment (Lien), signed and dated on behalf of Glenview West Townhomes Association on December 20, 2010. The total amount due by January 24, 2011 is \$2,460.00. Please note that the total amount due may differ from the amount shown on the enclosed lien. Please submit payment to our Nevada mailing address listed above by January 24, 2011. Payment must be in the form of a cashier's check or money order and made payable to Alessi & Koenig.

Unless you, within thirty days after receipt of this notice, dispute the validity of this debt, or any portion thereof, our office will assume the debt is valid. If you notify our office in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt and a copy of such verification will be mailed to you. Upon receipt of your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor. Please note the law does not require me to wait until the end of the thirty-day period before proceeding to the next step in the collection process. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins to suspend my efforts to collect the debt until I mail to you have the right to inspect the association records.

In the event Alessi & Koenig, LLC does not receive costs of \$2,460.00 by January 24, 2011, a Notice of Eminent Domain will be recorded, resulting in additional fees and costs. Should you fail to pay, we will seek ownership of your property.

Sincerely,

ALESSI & K

Please be advised that Alessi & Koenig, LLC is a debt collector. Any fees or costs obtained will be us

U.S. Postal Service	
CERTIFIED MAIL - RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	
Sent To	EDWARDS GEORGE R TRUST
Street, Apt # or PO Box #	4254 ROLLINGSTONE DR.
City, State, ZIP	LAS VEGAS, NV 89103

FLAMINGO  
DEC 21 2010  
Postmark Here  
POE

A&K000015

USB0046

APP002536

When recorded return to:

**ALESSI & KOENIG, LLC**  
9500 W. Flamingo Rd., Suite 100  
Las Vegas, Nevada 89147  
Phone: (702) 222-4033

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

Trustee Sale # 24230-4254

**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: **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): **EDWARDS GEORGE R TRUST**

The mailing address(es) is: **4254 ROLLINGSTONE DR, LAS VEGAS, NV 89103**

The total amount due through today's date is: **\$2,330.00**. Of this total amount **\$2,280.00** represent Collection and/or Attorney fees, assessments, interest, late fees and service charges. **\$50.00** 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: **December 20, 2010**

By:

**Mary Indalecio - Legal Assistant**

**Alessi & Koenig, LLC on behalf of Glenview West Townhomes Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me December 20, 2010

(Seal)

(Signature)

\_\_\_\_\_  
NOTARY PUBLIC

A&K000016

USB0047

APP002537

EXHIBIT E

EXHIBIT E

Inst #: 201101040005412  
Fees: \$14.00  
N/C Fee: \$0.00  
01/04/2011 09:46:04 AM  
Receipt #: 631834  
Requestor:  
ALESSI & KOENIG LLC (JUNES  
Recorded By: BGN Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

When recorded return to:

ALESSI & KOENIG, LLC  
9500 W. Flamingo Rd., Suite 100  
Las Vegas, Nevada 89147  
Phone: (702) 222-4033

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

Trustee Sale # 24230-4254

**NOTICE OF DELINQUENT ASSESSMENT (LIEN)**

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Date: **December 20, 2010**

By:

  
Mary Indalecio – Legal Assistant

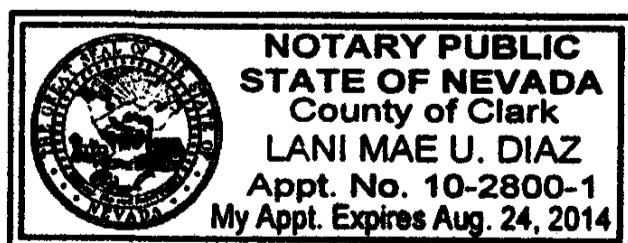
Alessi & Koenig, LLC on behalf of **Glenview West Townhomes Association**

State of Nevada

County of Clark

SUBSCRIBED and SWORN before me <sup>26</sup>December 20, 2010

(Seal)



(Signature)

  
NOTARY PUBLIC

EXHIBIT F

EXHIBIT F

AR0857

GLENVIEW WEST TOWNHOMES ASSN.  
FINANCIAL TRANSACTIONS - 07/10/12

4254 ROLLING STONE  
4254 rollingstone trust

Unit ID: 4254  
STATUS: 60 - Atty. to FC  
PREPAID BAL: 0.00

TXN	PAYMENTS/TRXN DESCR		CHARGES/PAYMENT DISTR					
BALANCE	DATE	PAYMT AMT	CHECK #	DEP DT CODE	N/A	DESCRIPTION	AMOUNT	DUE
042205 (131.00)	131.00	5067	042205	PP		Credit-Prepaid	(131.00)	
113006 (252.00)	121.00	INIT CREDIT BAL		PP		Credit-Prepaid	(121.00)	
120106 (131.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
120106 (131.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(121.00)	
121106 (252.00)	121.00	5048	121106	PP		Credit-Prepaid	(121.00)	
010107 (131.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
020107 (10.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
020107 (10.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(121.00)	
022007 (141.00)	131.00	5052	022007	A1		ASSESSMENT	(121.00)	
022007				PP		Credit-Prepaid	(10.00)	
030107 (20.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
030107 (20.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(10.00)	
031307 (151.00)	131.00	5053	031307	A1		ASSESSMENT	(111.00)	
031307				PP		Credit-Prepaid	(20.00)	
032807 (282.00)	131.00	54	032807	PP		Credit-Prepaid	(131.00)	
040107 (161.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
040107 (161.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(121.00)	
050107 (40.00)		APPLY CHARGES		A1		ASSESSMENT	121.00	
050107 (40.00)		APPLY PREPAYMNT		A1		ASSESSMENT	(121.00)	
050207 (171.00)	131.00	5055	050207	PP		Credit-Prepaid	(131.00)	
051807 (302.00)	131.00	5056	051807	PP		Credit-Prepaid	(131.00)	
060107		APPLY CHARGES		A1		ASSESSMENT	121.00	

Page 1

A&amp;K000063

USB0094

		AR0857			
(181.00)					
060107	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)	
(181.00)					
070107	APPLY CHARGES	A1	ASSESSMENT	121.00	
(60.00)					
070107	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)	
(60.00)					
070607	131.00 5057	070607 PP	Credit-Prepaid	(131.00)	
(191.00)					
072507	131.00 5058	072507 PP	Credit-Prepaid	(131.00)	
(322.00)					
080107	APPLY CHARGES	A1	ASSESSMENT	121.00	
(201.00)					
080107	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)	
(201.00)					
081707	131.00 59	081707 PP	Credit-Prepaid	(131.00)	
(332.00)					
090107	APPLY CHARGES	A1	ASSESSMENT	121.00	
(211.00)					
090107	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)	
(211.00)					
100107	APPLY CHARGES	A1	ASSESSMENT	121.00	
(90.00)					
100407	131.00 5060	100407 PP	Credit-Prepaid	(131.00)	
(221.00)					
100407	131.00 5060	100407 PP	Credit-Prepaid	(131.00)	
(352.00)					
110107	APPLY CHARGES	A1	ASSESSMENT	121.00	
(231.00)					
120107	APPLY CHARGES	A1	ASSESSMENT	121.00	
(110.00)					
122007	262.00 61-62	122007 PP	Credit-Prepaid	(262.00)	
(372.00)					
010108	APPLY CHARGES	A1	ASSESSMENT	121.00	
(251.00)					
012308	131.00 0000005063	012308 PP	Credit-Prepaid	(131.00)	
(382.00)					
012308	131.00 5064	012308 PP	Credit-Prepaid	(131.00)	
(513.00)					
020108	APPLY CHARGES	A1	ASSESSMENT	121.00	
(392.00)					
020108	APPLY PREPAYMNT	A1	ASSESSMENT	(605.00)	
(392.00)					
022008	131.00 50065	022008 PP	Credit-Prepaid	(131.00)	
(523.00)					
030108	APPLY CHARGES	A1	ASSESSMENT	121.00	
(402.00)					
030108	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)	
(402.00)					
040108	APPLY CHARGES	A1	ASSESSMENT	121.00	
(281.00)					
040108	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)	
(281.00)					

## AR0857

050108 (160.00)	APPLY CHARGES	A1	ASSESSMENT	121.00
050108 (160.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
050608 (291.00)	131.00 68	050608 PP	Credit-Prepaid	(131.00)
060108 (170.00)	APPLY CHARGES	A1	ASSESSMENT	121.00
060108 (170.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
070108 (49.00)	APPLY CHARGES	A1	ASSESSMENT	121.00
070108 (49.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
071108 (180.00)	131.00 74	071108 PP	Credit-Prepaid	(131.00)
072008 (311.00)	131.00 66	072008 PP	Credit-Prepaid	(131.00)
080108 (190.00)	APPLY CHARGES	A1	ASSESSMENT	121.00
080108 (190.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
081108 (321.00)	131.00 5077	081108 PP	Credit-Prepaid	(131.00)
090108 (200.00)	APPLY CHARGES	A1	ASSESSMENT	121.00
090108 (200.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
100108 (79.00)	APPLY CHARGES	A1	ASSESSMENT	121.00
100108 (79.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
103008 (210.00)	131.00 5080	103008 PP	Credit-Prepaid	(131.00)
103008 (341.00)	131.00 5083	103008 PP	Credit-Prepaid	(131.00)
110108 (220.00)	APPLY CHARGES	A1	ASSESSMENT	121.00
110108 (220.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
113008 (351.00)	131.00 5086	113008 PP	Credit-Prepaid	(131.00)
120108 (230.00)	APPLY CHARGES	A1	ASSESSMENT	121.00
120108 (230.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(121.00)
010109 (100.00)	APPLY CHARGES	A1	ASSESSMENT	130.00
010109 (100.00)	APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)
012909 (231.00)	131.00 5089	012909 PP	Credit-Prepaid	(131.00)
013009 (362.00)	131.00 92	013009 A1	ASSESSMENT	(131.00)

AR0857

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020109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(232.00)					
020109	APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)	
(232.00)					
022709	130.00 124	022709 A1	ASSESSMENT	(130.00)	
(362.00)					
022709	131.00 5094	022709 A1	ASSESSMENT	(131.00)	
(493.00)					
-----					
030109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(363.00)					
030109	APPLY PREPAYMNT	A1	ASSESSMENT	(101.00)	
(363.00)					
033009	131.00 5097	033009 A1	ASSESSMENT	(27.00)	
(494.00)					
033009		PP	Credit-Prepaid	(104.00)	
-----					
040109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(364.00)					
043009	131.00 5101	043009 PP	Credit-Prepaid	(131.00)	
(495.00)					
-----					
050109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(365.00)					
053009	131.00 106	053009 PP	Credit-Prepaid	(131.00)	
(496.00)					
-----					
060109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(366.00)					
-----					
070109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(236.00)					
070109	APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)	
(236.00)					
071509	131.00 5108	071509 PP	Credit-Prepaid	(131.00)	
(367.00)					
071509	131.00 5102	071509 PP	Credit-Prepaid	(131.00)	
(498.00)					
-----					
080109	131.00 0	080109 PP	Credit-Prepaid	(131.00)	
(629.00)					
080109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(499.00)					
080109	APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)	
(499.00)					
-----					
090109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(369.00)					
090109	APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)	
(369.00)					
-----					
100109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(239.00)					
100109	APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)	
(239.00)					
102209	131.00 118	102209 PP	Credit-Prepaid	(131.00)	
(370.00)					
-----					
110109	APPLY CHARGES	A1	ASSESSMENT	130.00	
(240.00)					
110109	APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)	
(240.00)					

Page 4

A&amp;K000066

USB0097

AR0857				
----- 120109 (110.00) 120109 (110.00) 123009 0.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
	APPLY PREPAYMNT	A1	ASSESSMENT	(130.00)
	EXPENSE ADJ	A1	ASSESSMENT	110.00
----- 010110 130.00 010110 130.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
	APPLY PREPAYMNT	A1	ASSESSMENT	(110.00)
----- 020110 260.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 030110 390.00 033010 400.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
	APPLY LATE FEE	01	Late Fees	10.00
----- 040110 530.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 050110 660.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 060110 790.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 070110 920.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 080110 1050.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 090110 1180.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 100110 1310.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 110110 1440.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 120110 1570.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 010111 1700.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 020111 1830.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
----- 030111 1960.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00
032911 Action taken: 60 - Atty. to FC				
032911	APPLY ADMIN FEE	03	Admin. Fees	150.00
2110.00 -----				
----- 040111 2240.00 -----	APPLY CHARGES	A1	ASSESSMENT	130.00

050111 2370.00	APPLY CHARGES	A1	AR0857	ASSESSMENT	130.00
060111 2500.00	APPLY CHARGES	A1		ASSESSMENT	130.00
070111 2630.00	APPLY CHARGES	A1		ASSESSMENT	130.00
080111 2760.00	APPLY CHARGES	A1		ASSESSMENT	130.00
090111 2890.00	APPLY CHARGES	A1		ASSESSMENT	130.00
100111 3020.00	APPLY CHARGES	A1		ASSESSMENT	130.00
110111 3150.00	APPLY CHARGES	A1		ASSESSMENT	130.00
120111 3280.00	APPLY CHARGES	A1		ASSESSMENT	130.00
122811 2865.60	414.40 339	122811 A1		ASSESSMENT	(414.40)
010112 2995.60	APPLY CHARGES	A1		ASSESSMENT	130.00
020112 3125.60	APPLY CHARGES	A1		ASSESSMENT	130.00
022112 130.00	2995.60 65871 a les	022112 A1		ASSESSMENT	(2965.60)
022112		01		Late Fees	(10.00)
022112		03		Admin. Fees	(20.00)
030112 260.00	APPLY CHARGES	A1		ASSESSMENT	130.00
040112 390.00	APPLY CHARGES	A1		ASSESSMENT	130.00
050112 520.00	APPLY CHARGES	A1		ASSESSMENT	130.00
060112 650.00	APPLY CHARGES	A1		ASSESSMENT	130.00
070112 780.00	APPLY CHARGES	A1		ASSESSMENT	130.00

B A L A N C E   S U M M A R Y

CHARGE CODE	DESCRIPTION	AMOUNT
A1	ASSESSMENT	650.00
03	Admin. Fees	130.00
	TOTAL:	780.00

Page 6

A&K000068

USB0099

AR0857

Page 7

A&K000069

USB0100

EXHIBIT G

EXHIBIT G

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 KUM, LTD  
1020 GARCES AVE, STE 200  
LAS VEGAS, NV 89101

ROBERT HAZELL  
14983 MAMMOTH PL  
FONTANA, CA 92336

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only: No Insurance Coverage Provided)  
For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

7010 1670 0002 4330 7092

EDWARDS GEORGE R TRUST  
4254 ROLLINGSTONE DR  
LAS VEGAS, NV 89103

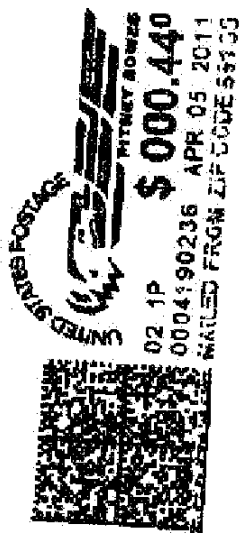
W. FLANAGAN ROAD 89147  
APR 5 2011  
ROE

A&K000044

USB0075

**A&K KOENIG**  
9500 W. Flamingo Rd. Suite 100  
Las Vegas, NV 89147

ROBERT HAZELL  
14983 MAMMOTH PL  
FONTANA, CA 92335



**A&K KOENIG**  
9500 W. Flamingo Rd. Suite 100  
Las Vegas, NV 89147

US RECORDINGS  
2925 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

**ALEX KONG**  
9500 W. Flamingo Rd. Suite 100  
Las Vegas, NV 89147

REPUBLIC SERVICES  
ACC # 306  
PO BOX 98506  
LAS VEGAS, NV 89193-8506



**ALEX KONG**  
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](http://www.eppraisal.com)

A&K000048

USB0079

APP002553

EXHIBIT H

EXHIBIT H

RECORDING REQUESTED BY:  
Lawyers Title Orange County

AND WHEN RECORDED MAIL TO:  
Law Offices of Les Zieve  
18377 Beach Blvd., Suite 210  
Huntington Beach, California 92648  
APN: 163-24-111-021

Inst #: 201109200002963

Fees: \$14.00

N/C Fee: \$0.00

09/20/2011 03:23:25 PM

Receipt #: 919322

Requestor:

LAWYERS TITLE DEFAULT SERVI

Recorded By: CDE Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

08604816

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Loan No.: 3000706195

TS No.: 10-11871

The undersigned hereby affirms that there is no Social Security number contained in this document.

### SUBSTITUTION OF TRUSTEE

WHEREAS, GEORGE R EDWARDS UNMARRIED was the original Trustor, U.S. Bank Trust Company, National Association was the original Trustee, and U.S. Bank National Association ND was the original Beneficiary under that certain Deed of Trust dated 3/3/2009 and recorded on 3/26/2009 as Instrument No. 0003747, in book 20090326, page -- of Official Records of Clark County, Nevada; and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under said Deed of Trust in place and instead of said original Trustee, or Successor Trustee, thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes Law Offices Of Les Zieve , as Trustee under said Deed of Trust.

Whenever the context hereof so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

Dated: July 5, 2011

U.S. Bank National Association ND

Roger Gray Jr  
ROGER GRAY JR, AVP

State of OHIO ss.  
County of HAMILTON

On July 5, 2011 before me, Keith Hayes Notary Public, personally  
appeared Roger Gray Jr. who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to  
me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and  
correct.

WITNESS my hand and official seal.

Signature K. Hayes (Seal)



KEITH D. HAYES  
Notary Public, State of Ohio  
My Commission Expires  
December 12, 2015

# EXHIBIT I

# EXHIBIT I

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 J

EXHIBIT J

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

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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&K000049

USB0080

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 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 92338

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


NOTS MAILINGS

A&K000050

USB0081

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

**OFFICIAL USE**

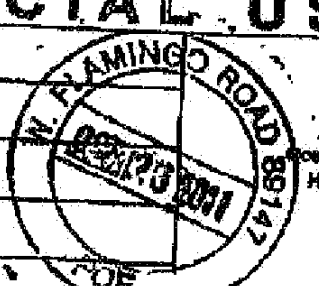
Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Postage: **GEORGE R. EDWARDS, TRUSTEE, GEOR**  
**4254 ROLLINGSTONE DR**  
**LAS VEGAS, NV 89103-3407**  
 City, State, ZIP+4

PS Form 3800, August 2002

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

**OFFICIAL USE**

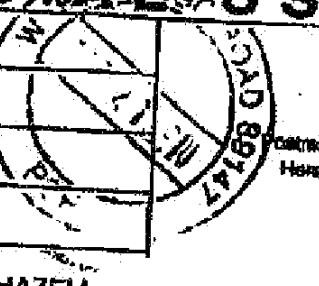
Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Postage & **US RECORDINGS**  
**CLARK CO. NV INST NO. 20090328-**  
**2925 COUNTRY DRIVE STE. 201**  
**ST. PAUL, MN 55117**  
 City, State, ZIP+4

PS Form 3800, August 2002

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

**OFFICIAL USE**

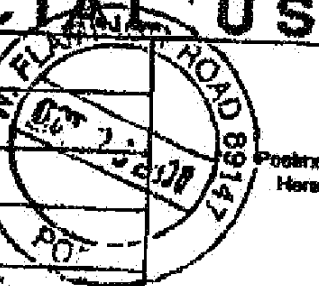
Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Postage & **ROBERT HAZELL**  
**14983 MAMMOTH PL**  
**FONTANA, CA 92336**  
 City, State, ZIP+4

PS Form 3800, August 2002

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

**OFFICIAL USE**

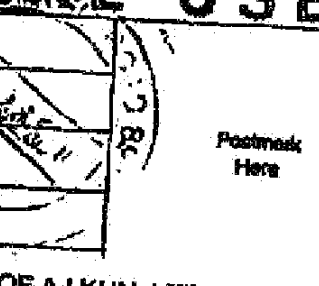
Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Postage & **REPUBLIC SERVICES**  
**ACCT# 308**  
**PO BOX 98508**  
**LAS VEGAS, NV 89193-8508**  
 City, State, ZIP+4

PS Form 3800, August 2002

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com.

**OFFICIAL USE**

Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		

Total Postage & **LAW OFFICE OF AJ KUN, LTD**  
**1020 GARCES AVE, STE 200**  
**LAS VEGAS, NV 89101**  
 City, State, ZIP+4

PS Form 3800, August 2002

A&K000051

USB0082

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
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 For delivery information visit our website at www.usps.com

**OFFICIAL USE**

Postage	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

Total Postage & **GEORGE R. EDWARDS**  
**4254 ROLLINGSTONE DR**  
**LAS VEGAS, NV 89103-3407**

Sent To: **4254 ROLLINGSTONE DR**  
 Street, Apt. No., or PO Box No.  
**LAS VEGAS, NV 89103-3407**  
 City, State, ZIP+4

Postmark Here

7011 0470 0001 1871 2451

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com

**OFFICIAL USE**

Postage	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
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: **T.S. NO. 10-11871**  
 Street, Apt. No., or PO Box No.  
**18377 BEACH BLVD, SUITE 210**  
 City, State, ZIP+4  
**HUNTINGTON BEACH, CA 92648**

Postmark Here

7011 1570 0002 4887 1420

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)  
 For delivery information visit our website at www.usps.com

**OFFICIAL USE**

Postage	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	

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**PORTLAND, OR 97204**

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**251 E. SAHARA AVE #205**  
**LAS VEGAS NV 89104**  
**RE: GORDAN MILDEN**

Sent To: **251 E. SAHARA AVE #205**  
 Street, Apt. No., or PO Box No.  
**LAS VEGAS NV 89104**  
 City, State, ZIP+4  
**RE: GORDAN MILDEN**

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7011 1570 0002 4887 1451

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

EXHIBIT K

EXHIBIT K

**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.

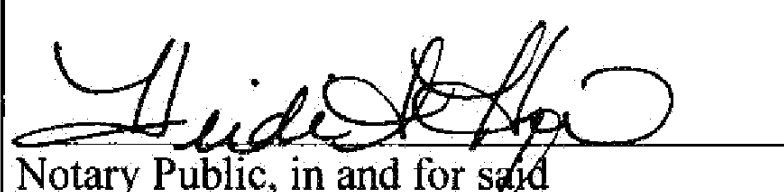
8 4. That Affiant has examined the original of those records and has made or caused to be  
9 made a true and exact copy of them and that the reproduction of them attached hereto is true and  
10 complete, except for those records which are subject to attorney-client privilege and/or other  
11 valid 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.

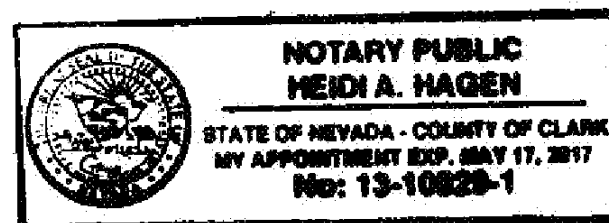


EXHIBIT L

EXHIBIT L

1 **AFFT**  
2 MICHAEL F. BOHN, ESQ.  
3 Nevada Bar No.: 1641  
4 mbohn@bohnlawfirm.com

5 **ADAM R. TRIPPIEDI, ESQ.**  
6 Nevada Bar No. 12294  
7 atrippiedi@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-counter claimant, Resources Group, LLC

14  
15 DISTRICT COURT  
16 CLARK COUNTY NEVADA

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

19 Plaintiff,

20 vs.

21 GEORGE R. EDWARDS, an individual; ANY AND  
22 ALL PERSONS UNKNOWN, CLAIMING TO BE  
23 PERSONAL REPRESENTATIVES OF GEORGE R.  
24 EDWARDS ESTATE, OR DULY APPOINTED,  
25 QUALIFIED, AND ACTING EXECUTOR OF THE  
26 WILL OF THE ESTATE OF GEORGE R.  
27 EDWARDS; RESOURCES GROUP, LLC, a Nevada  
28 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.: XVI

1                    **AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT**

2 STATE OF NEVADA    )  
3                                ) ss:  
4 COUNTY OF CLARK    )

5            IYAD HADDAD being first duly sworn, deposes and says;

6            1. Affiant is the person most knowledgeable for Resources Group, LLC, the defendant-counter  
7 claimant herein, and makes this affidavit based on personal knowledge.

8            2. Defendant-Counter Claimant, Resources Group, LLC, is the owner of the real property  
9 commonly known as 4254 Rollingstone Dr., Las Vegas, Nevada.

10           3. 4254 Rolling Stone Dr Trust acquired title to the property at foreclosure sale conducted on  
11 January 25, 2012 as evidenced by the foreclosure deed recorded on January 31, 2012.

12           4. The foreclosure deed reflects that valuable consideration in the sum of \$5,331.00 was paid for  
13 the property.

14           5. On May 29, 2012, 4254 Rollingstone Drive Trust recorded a Grant, Bargain, Sale Deed,  
15 transferring the Property to Bourne Valley Court Trust.

16           6. The defendant-counter claimant's title stems from a foreclosure deed arising from a  
17 delinquency in assessments due from the former owner to the Glenview West Townhomes Association  
18 pursuant to NRS Chapter 116.

19           7. Prior to and at the time of the foreclosure sale, there was nothing recorded in the public record  
20 to put me on notice of any claims or notices that any portion of the lien had been paid.

21           8. Prior to and at the time of the foreclosure sale, there is no way for myself or any other potential  
22 bidder at the foreclosure sale to research if the notices were sent to the proper parties at the proper  
23 address. I, and other potential bidders are forced to rely only on the professional foreclosure agent to have  
24 obtained a trustee's sale guarantee issued by a local title and escrow company and to serve the notices  
25 upon the parties who are entitled to notice.

26           9. As a result of the limited information available to myself and other potential bidders, I, on  
27 behalf of the defendant-counter claimant, am a bona fide purchaser of the property, for value, without  
28

1 notice of any claims on the title to the property.

2 10. At no time prior to the foreclosure sale did I receive any information from the HOA or the  
3 foreclosure agent about the property or the foreclosure sale.

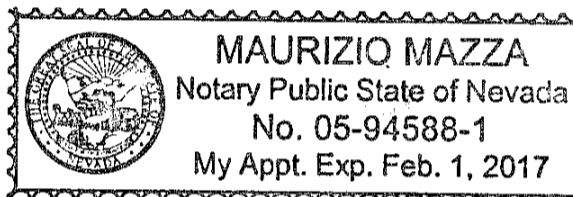
4 11. Neither myself or anyone associated with defendant-counter claimant, Resources Group, LLC,  
5 have any affiliation with the HOA board or the foreclosure agent.

6 12. If called upon to testify to the above facts, affiant could do so competently.

7  
8  
9  
10   
IYAD HADDAD

11 SUBSCRIBED and SWORN to before me  
12 this 22 day of December, 2016.

13  
14   
15 NOTARY PUBLIC in and for said  
County and State



1 **ORDR**

2  
3 **DISTRICT COURT**  
4 **CLARK COUNTY, NEVADA**

5 U.S. BANK NATIONAL ASSOCIATION, )  
6 N.D, )  
7 Plaintiff, )

Case No. A-12-667690-C  
Dept No. XVI

8 v. )

9 GEORGE R. EDWARDS; ANY AND ALL )  
10 PERSONS UNKNOWN CLAIMING TO )  
11 BE PERSONAL REPRESENTATIVES OF )  
12 GEORGE R. EDWARDS ESTATE, OR )  
13 DULY APPOINTED, QUALIFIED AND )  
14 ACTING EXECUTOR OF THE WILL OF )  
15 THE ESTATE OF GEORGE R. )  
16 EDWARDS, RESOURCES GROUP, LLC; )  
17 GLENVIEW WEST TOWNHOMES )  
18 ASSOCIATION; DOES 4 through )  
inclusive; and ROES 1 through 10, )  
inclusive; )

Defendants. )

AND ALL OTHER CLAIMS )

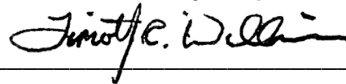
HEARING DATE(S)  
ENTERED IN  
ODYSSEY

19 **ORDER RESCHEDULING DATE FOR PRE-TRIAL/CALENDAR CALL**

20 IT IS HEREBY ORDERED THAT:

21 Due to a firm jury trial setting in Department 16, the Pre-Trial/Calendar Call with the  
22 designated attorney and/or parties in proper person, previously set on May 12, 2022 at 10:30  
23 a.m., is hereby **rescheduled** to be held on **Tuesday, May 10, 2022 at 1:15 p.m.** Please note  
24 this date and time change on your calendar(s).

25  
26 Dated this 6th day of April, 2022

27 

28 LB

TIMOTHY C. WILLIAMS  
DISTRICT JUDGE

DEPARTMENT SIXTEEN  
LAS VEGAS NV 89155

7D8 66E EFFA E714  
Timothy C. Williams  
District Court Judge

1 **CSERV**

2  
3 DISTRICT COURT  
CLARK COUNTY, NEVADA

4  
5  
6 U S Bank National Association,  
Plaintiff(s)

CASE NO: A-12-667690-C

7 vs.

DEPT. NO. Department 16

8  
9 George Edwards, Defendant(s)

10  
11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Order was served via the court's electronic eFile system to all  
recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 4/6/2022

15 "Benjamin D. Petiprin, Esq." .

bpetiprin@zievelaw.com

16 Amber Geiman .

ageiman@lawhjc.com

17 Kristin Schuler-Hintz .

dcnv@mccarthyholthus.com

18 Stuart Taylor .

staylor@lawhjc.com

19 Thomas N. Beckom .

tbeckom@mccarthyholthus.com

20 Kristin Schuler-Hintz

DCNV@mccarthyholthus.com

21 E-Service BohnLawFirm

office@bohnlawfirm.com

22 Michael Bohn

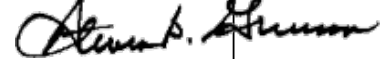
mbohn@bohnlawfirm.com

23 Maurice Mazza

mazza@bohnlawfirm.com

24 Maggie Lopez

maggie@bohnlawfirm.com



Kristin A. Schuler-Hintz, Esq., SBN 7171  
Shane P. Gale, Esq., SBN: 12967  
McCarthy & Holthus, LLP  
9510 West Sahara Avenue, Suite 200  
Las Vegas, NV 89117  
Telephone: (702) 685-0329  
Facsimile: (866) 339-5961  
Email: dcnv@mccarthyholthus.com  
*Attorneys for Plaintiff,*  
*U.S. Bank National Association, ND,*

**IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**  
**IN AND FOR THE COUNTY OF CLARK**

U.S. BANK NATIONAL ASSOCIATION, ) Case No.: A-12-667690-C  
N.D, )

Plaintiff, )

v. )

GEORGE R. EDWARDS; 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; )  
GLENVIEW WEST TOWNHOMES )  
ASSOCIATION; DOES 4 through )  
inclusive; and DOES 1 through 10, )  
inclusive; )

Defendants. )

AND ALL OTHER CLAIMS. )

Dept. No.: 16

**U.S. BANK NATIONAL  
ASSOCIATION N.D.'s REPLY IN  
SUPPORT OF MOTION FOR  
SUMMARY JUDGMENT**

NOW COMES US Bank National Association, N.D. (hereinafter "US Bank"), by and  
through its counsel of record, Shane P. Gale, Esq., of the law firm of McCarthy & Holthus,  
LLP, and files this Reply in Support of Motion for Summary Judgment.

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This Reply is based on the attached Points and Authorities, all pleadings and documents filed herein, as well as any oral argument or additional filings that are requested by the Court, and upon the entire record of this case.

Dated: April 6, 2022

Respectfully Submitted,

By: /s/Shane P. Gale  
Kristin A. Schuler-Hintz, Esq., SBN: 7171  
Shane P. Gale, Esq., SBN: 12967  
McCarthy & Holthus, LLP  
9510 West Sahara Ave., Suite 200  
Las Vegas, NV 89117  
*Attorneys for Attorneys for U.S. Bank National Association, ND*

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Resource Response is filled with speculation and conjecture in an attempt to manufacture  
4 genuine issues of material fact that do not exist. Its refusal to accept that the HOA NOD was not  
5 mailed to US Bank is shocking and foolish. The Nevada Supreme Court confirmed that fact in  
6 *U.S. Bank, National Association ND v. Resources Group, LLC*, 135 Nev. 199, 203, 444 P.3d 442,  
7 446 (Nev., 2019), request for rehearing denied November 1, 2019. It is also plain that US Bank  
8 was prejudiced by A&K's failure to send US Bank the statutorily required notice of the HOA  
9 Sale, and that the Resources is not a bona fide purchaser. Moreover, while Resources litigates  
10 this case, it refuses to take responsibility for keeping current on its obligation to pay for waste  
11 removal services and risks losing the Property to foreclosure by Republic Services. Instead US  
12 Bank had to pay the Republic Services lien in order protect its interest in the Property.

13 **II. ARGUMENT**

14 **a. Resources' Response is Speculative at Best.**

15 Resources Response dedicates its first 11 pages to arguing that "Plaintiff did not prove  
16 that it was prejudiced by Alessi mailing the notice of default to U.S. Recordings in St. Paul, MN  
17 and not to U.S. Bank's address in Fargo, ND." Yet, it makes no argument regarding prejudice in  
18 those first 11 pages. Instead, it wastes time restating the standard already provided in US Bank's  
19 Motion for Summary Judge (Resources Response, at 4:21-5:25); objecting to trial testimony that  
20 is already in the record (Resources Response, at 10:1-11); and argues that US Bank bears the  
21 burden for proving that it did not receive notice of the HOA Sale (Resources Response, at 8:12-  
22 14). In *U.S. Bank*, the Court held that "Alessi & Koenig did not comply with the statutory  
23 requirement that it serve U.S. Bank with the notice of default..." *Id.*, at 205. It is foolish to  
24 argue the contrary.

25 ///

26 ///

27 ///

1  
2 Resources Response cuts directly against Nevada's well established summary judgment  
3 standard. While *reasonable inferences*...must be viewed in a light most favorable to the  
4 nonmoving party (*Wood v. Safeway*, 121 Nev. 724, 729, 121 P.3d 1026 (2005) (emphasis added),  
5 a scintilla of evidence, or evidence that is merely colorable, or not significantly probative does  
6 not present a genuine issue of material fact. *Addisu v. Meyer*, 198 F.3d 1130, 1134 (9<sup>th</sup> Cir.,  
7 2000). Mere disagreement or a bald assertion that a genuine issue of material fact exists does not  
8 preclude summary judgment. *Harper v. Wallingford*, 877 F.2d 728, 731 (9<sup>th</sup> Cir., 1989). The  
9 United States Supreme Court describes genuineness as:

10 When opposing parties tell two different stories, one of which is blatantly contradicted by  
11 the record, so that no reasonable jury could believe it, a court should not adopt that  
version of the facts for purposes of ruling on a motion for summary judgment.

12 *Scott v. Harris*, 550 U.S. 372, 380 (2007).

13 The "nonmoving party may not defeat a motion for summary judgment by relying on the  
14 gossamer threads of whimsy, speculation and conjecture. As this court has made abundantly  
15 clear, [w]hen a motion for summary judgment is made and supported as required by NRCP 56,  
16 the non-moving party may not rest upon general allegations and conclusions, but must, by  
17 affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine factual  
18 issue." *Wood v. Safeway*, 121 Nev. 724, 121 P.3d 1026, 1030-1031 (2005).

19 Herein lies Resources' problem. The vast majority of the Resources' Response is purely  
20 speculation and conjecture. It asserts clearly unreasonable interpretations of the trial testimony  
21 in an effort to manufacture a genuine issue of material fact. The only reasonable inference from  
22 the testimony is that US Bank is not associated with US Recordings, notice sent to US  
23 Recordings is not notice to US Bank, and that US Bank was prejudiced by being prevented an  
24 opportunity to pay the superpriority portion of the HOA Lien.

25 Furthermore, it is not US Bank's burden to prove that it did not receive notice of the  
26 HOA Sale. No adverse inference can be made against US Bank in this case.

1  
2 US Bank testified in this case, it has cooperated with discovery and produced its  
3 servicing file to Resources, as requested. Moreover, despite abundant time to do so, Resources  
4 never deposited any US Bank witnesses. Thus, the requirements for permitting an adverse  
5 inference have not been met.

6 It is firmly established in the Ninth Circuit that [a] federal trial court has the inherent  
7 discretionary power to make appropriate evidentiary rulings in response to the destruction  
8 or spoliation of relevant evidence, which includes the power to permit a jury to draw  
an adverse inference from the destruction or spoliation against the party or witness  
responsible for that behavior.

9 *Apple Inc. v. Samsung Electronics Co., Ltd.*, 888 F.Supp.2d 976, 985 (N.D. Cal., Aug. 21, 2012)  
10 (internal quotations omitted). "... [W]hen relevant evidence is destroyed, the jury is permitted to  
11 draw an adverse inference from the destruction. *Bass-Davis v. Davis*, 122 Nev. 442, 452, 134  
12 P.3d 103, 109 (Nev., 2006). There is no proof or allegation that US Bank destroyed evidence.  
13 Instead, Resources deflects its own laziness during the discovery phase and its inability to  
14 discover the particular fact it needed, and asks this Court to make an adverse inference against  
15 US Bank because of its inability to discover the information it wanted. The plain truth is that US  
16 Bank never received notice of the HOA Sale. Resources' Response is a master class in clouding  
17 the issues. Instead of presenting fact and authority to support its position, it spends 25 pages  
18 substituting the record for its own version of the "facts."

19 **b. US Bank Was Prejudiced by A&K's Failure to Mail the HOA NOD.**

20 Resources' "smoking gun" is an excerpt from an appeal answering brief where US Bank  
21 *as trustee* was respondent. Resources Response, at 12:16-27. That case is readily  
22 distinguishable. Here US Bank is the originator and beneficiary of the DOT and the servicer of  
23 the Deed of Trust at the time of the sale. In the appeal referenced by Resources, the respondent  
24 was U.S. Bank, N.A., a national banking association **as Trustee** for the Certificate Holders of the  
25 Banc of America Mortgage Securities 2008-A Trust, Pass-Through Certificates, Series 2008-A.  
26 In the appeal, US Bank was the trustee and **not** the servicer of the loan, in the appeal US Bank  
27

1 would not have received the notices and would not have directed payment, those notices and  
2 payments would have been directed by the servicer – Bank of America.

3  
4 Here, US Bank is the beneficiary (and the only beneficiary and servicer) and its witness  
5 testified that US Bank would have taken action to pay the superpriority portion of the HOA Lien.  
6 That testimony cannot be disputed by argument in an unrelated case.

7 Second, the reference to the appeal by Resources is an excerpt of argument by U.S.  
8 Bank as Trustee’s counsel. Resources provides no evidence or testimony to support its “gotcha”  
9 argument that US Bank (which is separate from U.S. Bank as Trustee) did not have in place a  
10 policy regarding payment of homeowners association liens. Once again, Resources’ reliance on  
11 speculation and conjecture fails. The only reasonable inference from the testimony is that US  
12 Bank is not associated with US Recordings, notice sent to US Recordings is not notice to US  
13 Bank, and that US Bank was prejudiced by being prevented an opportunity to pay the  
14 superpriority portion of the HOA Lien. What occurred in an unrelated case, with an unrelated  
15 servicer, and without actual testimony or evidence to connect it to US Bank as originator,  
16 beneficiary, and servicer, is worse than speculation, it is pure fantasy.

17 **c. The Restatement Approach to Fair Market Value is the Correct Measure**  
18 **of Valuation of the Property.**

19 Resources next argues that its version of determining fair market value should be adopted  
20 in place of the Restatement approach on which the Nevada Supreme Court relies. Resources  
21 Response, at 13:18-14:20. In US Bank (from which this case was remanded) the Nevada  
22 Supreme Court plainly states that “While the district court did not determine what the property’s  
23 fair market value was, the record evidence suggests that the \$5,331 bid price fell somewhere  
24 between 10% and 15% of its *fair market value*. The only way to arrive at that percentage is by  
25 adopting the Restatement approach ( $\$5,331.00 / \$48,000.00 = 11.11\%$ ). The Court did not  
26 analyze fair market value further because the Restatement approach is the correct measure of the  
27

Property's valuation. Resources offers no authority to support any other conclusion. Instead it only relies its own argument, speculation and conjecture.

**d. Where the Sale Price is Palpable and Great, Very Slight Evidence of Unfairness or Irregularity is Sufficient to Authorize Setting Aside the HOA Sale.**

Resources totally ignores the relationship between an inadequate sale price and fraud, oppression, or unfairness. "...[A] wide disparity [in price] may require less evidence of fraud, unfairness, or oppression to justify setting aside the sale. *The relationship is hydraulic: where the inadequacy is palpable and great, very slight additional evidence of unfairness or irregularity is sufficient to authorize the granting of the relief sought.* U.S. Bank (supra), at 205-206 (internal quotations omitted) (emphasis added).

U.S. Bank goes on to hold that the HOA Sale is voidable due to fraud, oppression, or unfairness.

While the district court did not determine what the property's fair market value was, the record evidence suggests that the \$5,331 bid price fell somewhere between 10% and 15% of its fair market value. *The grossly inadequate price, combined with the problems with the notice of default—even assuming U.S. Bank received the notice of sale—presents a classic claim for equitable relief under Shadow Canyon, Shadow Wood, and Golden.* (Also concerning, but not addressed by the district court, was the evidence U.S. Bank offered respecting Haddad's attorney-client relationship with one of the lawyers at Alessi & Koenig.)

*Id.*, at 206 (emphasis added). Because Resources will likely ignore the clear language of the Nevada Supreme Court, the obvious will be stated again, for its benefit. "*The grossly inadequate price, combined with the problems with the notice of default—even assuming U.S. Bank received the notice of sale—presents a classic claim for equitable relief under Shadow Canyon, Shadow Wood, and Golden.*" *Id.* (emphasis added). Under the facts of this case, US Bank's receipt or non-receipt of the HOA NOS is entirely irrelevant when determining whether the sale should be set aside on equitable grounds.

1  
2 The record is clear that the Property sold for 11% of its fair market value. As a result,  
3 only “very slight” evidence of unfairness or irregularity is sufficient to set the sale aside. Here,  
4 such evidence exists, and as discussed in US Bank’s Motion for Summary Judgment manifest in  
5 the form of A&K’s failure to send the HOA NOD to US Bank and Mr. Haddad’s completely  
6 inappropriate with the HOA’s foreclosure trustee.

7 If this Court were to conduct a conflict of interest analysis regarding Mr. Kerbow, the  
8 attorney who represented both Mr. Haddad and the HOA, it would analyze three factors: 1) the  
9 scope of the former representation, (2) whether it is reasonable to infer that the confidential  
10 information allegedly given would have been given to a lawyer representing a client in those  
11 matters, and (3) determine whether that information is relevant to the issues raised in the present  
12 litigation. *Waid v. Eighth Judicial District Court ex. rel. County of Clark*, 121 Nev. 605, 611,  
13 119 P.3d 1219, 1223 (Nev., 2005). Accordingly, it is both reasonable and appropriate for this  
14 court to make an inference as to whether confidential information was shared between the prior  
15 (the HOA) and current client (Mr. Haddad).

16 Here, the representation of the HOA and Mr. Haddad was very closely related – on one  
17 hand, HOA foreclosure sales and on the other, quiet title actions following those sales. It is  
18 completely reasonable for this court to infer that confidential information given to the HOA  
19 would be shared with Mr. Haddad, who is one of the most, if not the most, prolific purchasers of  
20 HOA foreclosure sale properties in the entire state of Nevada. But even if this Court does not  
21 find the sordid relationship of Mr. Kerbow, Mr. Haddad and the HOA inappropriate, the fact that  
22 the HOA NOD was not sent to US Bank is well established fact that cannot be ignored under  
23 *U.S. Bank* (supra).

24 **e. Resources is not a bona fide purchaser for value.**

25 “A party’s status as a BFP is irrelevant when a defect in the foreclosure proceeding  
26 renders the sale void.” *Bank of America v. SFR Investments Pool 1, LLC*, 134 Nev. 604, 612, 427  
27 P.3d 113, 121 (Nev., 2018). Thus, if this Court finds that the sale was void, pursuant to section

1 (V)(b) of US Bank's Motion for Summary Judgment, then the Court need not make a  
2 determination as to whether Resources is a bona fide purchaser.  
3

4 The following establishes that Resources is not a bona fide purchaser.

5 *U.S. Bank* highlights four, separate facts that discredit Resource Groups bona fide  
6 purchaser status. They are 1) Resources' principal's, Eddie Haddad, real estate sophistication; 2)  
7 Resources was the only person/entity that appeared for the continued sale; 3) Eddie Haddad's  
8 close relationship with Alessi & Koenig; 4) Eddie Haddad's acknowledgement, in a bankruptcy  
9 proceeding, that title to the property was contested. *U.S. Bank* (supra), at 207. These four facts  
10 add up to Mr. Haddad, and thereby Resources, having inquiry notice of US Bank's deed of trust  
11 a "competing interest." Thus, under *Blevins v. Boyd*, whether or not Mr. Haddad made such an  
12 inquiry is irrelevant.

13 *a party may not qualify as a bona fide purchaser if the party is under a duty of inquiry*  
14 *prior to the payment of consideration and transfer of legal title. This duty arises when the*  
15 *circumstances are such that a purchaser is in possession of facts which would lead a*  
16 *reasonable man in his position to make an investigation* that would advise him of the  
existence of prior unrecorded rights. He is said to have constructive notice of their  
existence *whether he does or does not make the investigation*. The authorities are  
unanimous in holding that he has notice of whatever the search would disclose.  
17 *Blevins v. Boyd*, 623 F.Supp. 863, 866, 1985 U.S. Dist. LEXIS 13380, \*\*7 (D. Nev.. 1985);  
18 citing *Berge v. Fredericks*, 95 Nev. 183, 591 P.2d 246 (1979); *Allison Steel Mfg. Co. v.*  
19 *Bentonite, Inc.*, 86 Nev. 494, 498, 471 P.2d 666, 668 (1970) (emphasis added).

20 This sale took place in 2012, and at the time purchasing HOA foreclosure properties was  
21 relatively new – at least to the extent of Mr. Haddad's purchasing frenzy and continuous  
22 litigation over the past many years.

23 Even assuming the issue were whether SFR had notice not only of the fact of a competing  
24 interest but also of the legal possibility that the DOT might survive the CHOA  
25 foreclosure sale, SFR was not an innocent purchaser in that regard. The law was not clear  
26 at the time of the sale that the CHOA sale would extinguish the DOT, *and a*  
*reasonable purchaser therefore would have perceived a serious risk that it would not.*  
27

1  
2 *Nationstar Mortgage, LLC v. SFR Invs. Pool 1, LLC*, 184 F. Supp. 3d 853, 860, 2016 U.S. Dist.  
3 LEXIS 57964, at \*\*15 (D. Nev., 2016) (emphasis added).

4 Resources choice to avoid conducting any meaningful due diligence destroys any  
5 presumption, and certainly an affirmative finding, that Resources is a bona fide purchaser for  
6 value. Resources vast experience purchasing properties at Nevada foreclosure sales also  
7 eliminates any bona fide purchaser argument. *See, e.g. Yates v. West End Fin. Corp.*, 25 Cal.  
8 App. 4th 511, 523 (1994) (buyer's experience relevant in assessing *bona fide* purchaser claim);  
9 *Countrywide Home Loans, Inc. v. United States*, No. CV F 02 6405 AWI SMS, 2007 WL 87827,  
10 \*12 (E.D. Cal. Jan. 9, 2007) (extensive real estate experience a factor against the buyer's claims  
11 to *bona fide* purchaser status).

12 Additionally, it is well established that a homeowners association's foreclosure sale does  
13 not extinguish a first deed of trust as a matter of law. *U.S. Bank, N.A. as Trustee for Specialty*  
14 *Underwriting and Residential Finance Trust Mortgage Loan Asset-Backed Certificates Series*  
15 *2006-BC4 v. Thunder Properties, Inc.*, 503 P.3d 299, Nev. Adv. Op. 3, at 12 (Nev. 2022). For  
16 this reason, an HOA purchaser must take necessary precautions to inquire as to the adequacy of  
17 the related notices and investigate other shortcomings that may affect a homeowners  
18 association's foreclosure sale. The fact that Resources refused to investigate is at its own peril,  
19 and as stated above "a reasonable purchaser...would have perceived a serious risk that" the sale  
20 did not extinguish a first deed of trust. *Nationstar Mortgage, LLC* (supra), at 860.

21 Finally, Resources made a judicial admissions that US Bank's DOT survived the HOA  
22 Sale. While Resources did list US Bank's DOT as "disputed," Resources "strip off" motion  
23 admitted that US Bank's DOT remained attached to the Property. **Exhibit 14.** *See River Glider*  
24 *Avenue Trust v. Bank of New York Mellon as Trustee of Certificateholders of CWALT, Inc.*  
25 *Alternative Loan Trust 2006024CB, Mortgage Pass-Through Certificates*, 427 P.3d 190 (table),  
26 2020 WL 5637071 (Nev., Sept. 18, 2020) (unpublished opinion). In that case, the Court found  
27 that such an admission was sufficient grounds for the district court "to conclude that appellant

1 made deliberate, clear, unequivocal statements that the deed of trust survived the HOA sale.”  
2 *Id.*, at 1 (internal quotations omitted).

3  
4 **f. US Bank Satisfied Republic Service’s Lien Against the Property.**

5 After US Bank filed its Motion for Summary Judgment, it also satisfied Republic  
6 Service’s waste management lien against the Property. The service lien resulted directly from  
7 Resources failure or refusal to act responsibility and in accordance with one who holds itself as  
8 holding superior title. On or about January 25, 2022, Republic Service’s filed a complaint to  
9 reduce its service lien a judgment. **Exhibit 15.** US Bank was served on January 31, 2022, but  
10 after waiting a reasonable period of time for Resources to take action, it became apparent that  
11 Resources was not going to satisfy the lien. Therefore, in order to protect its interest in the  
12 Property, US Bank, by and through its undersigned counsel, tendered payment to Republic  
13 Service’s counsel on or about March 29, 2022. **Exhibit 16.** This series of events further  
14 demonstrates Resources lack of due diligence.

15 **III. CONCLUSION**

16 This HOA Sale must be set aside. First, it is void due to A&K’s failure to send the HOA  
17 NOD to US Bank. US Bank did not have actual knowledge of the HOA Sale, and was  
18 prejudiced as a result. Had US Bank become aware of the HOA Sale, it would have paid the  
19 superpriority portion of the HOA Lien. Under *U.S. Bank*, preventing US Bank that opportunity  
20 is prejudicial. Even if this Court finds that the HOA Sale is not void, the HOA Sale was  
21 avoidable. First, the Property sold for a grossly inadequate price. Second, sufficient fraud,  
22 oppression, or unfairness exists. Again, it is uncontroverted fact that A&K did not send the  
23 HOA NOD to US Bank. If this were not enough, the sordid relationship between A&K, Eddie  
24 Haddad and Resources creates fraud, oppression, or unfairness sufficient to set the sale aside.  
25 Finally, Resources is not a bona fide purchaser.

26 ///

27 ///

1  
2 Nothing in Resources' Response creates a genuine issue of material fact. Throughout its  
3 meandering 25 of pages, consisting mostly of its counsel's pure argument that the Sun doesn't  
4 rise in the East nor set in the West, Resources ignores testimony and evidence in record and  
5 attempts to substitute itself as the ultimate finder of fact – replacing facts with wildly speculative  
6 and unreasonable inferences for the record. If the facts of this case are not sufficient to set the  
7 HOA Sale aside, then the equitable standard under *Shadow Wood* and *Shadow Canyon* is an  
8 insurmountable hurdle that can never be cleared. The Nevada Supreme Court has already  
9 weighed in regarding the merits of US Bank's position, and the Supreme Court's suggested  
10 conclusion favors setting the HOA Sale aside with respect to US Bank's DOT. This Court is  
11 presented with two bases upon which to set the sale aside, and the evidence in the record  
12 supports US Bank. Resources whimsy and speculation are insufficient to defeat summary  
13 judgment.

14 Accordingly, US Bank respectfully requests that this Court grant summary judgment in  
15 its favor and against Resources.

16 Respectfully submitted.

17 Dated: April 6, 2022

18 **McCARTHY & HOLTHUS, LLP**

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**CERTIFICATE OF SERVICE**

I certify that on April 7, 2022 I served the foregoing documents described as **U.S. BANK NATIONAL ASSOCIATION N.D.'s MOTION FOR SUMMARY JUDGMENT** ; as follows: VIA ELECTRONIC SERVICE THROUGH THE EIGHTH JUDICIAL DISTRICT'S EFILE AND ESERVE SYSTEM.

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