

# EXHIBIT 12

## **Claims Against Nationstar Tobin drafted 12/26/18**

1. BANA and NSM obstructed five sales at FMV
2. BANA took possession without foreclosing in 2013
3. Blocked HOA from being paid \$3,055 in June 2013
4. NSM refused to ID beneficiary
5. BANA and NSM recorded false claims against title
6. NSM and BHHS concealed inculpatory evidence (Equator file)
7. NSM let the HOA sell for \$63,100 when \$358,800 offer was pending lender approval
8. NSM faked two powers of attorney

# EXHIBIT 12

## **Claims Against Nationstar**

### **If the sale is voided**

1. Nationstar and GBH Trust both claim that the sale was defective in terms of notice and that our rights were abridged by the failure to provide guaranteed due process.
2. If the sale is voided, both GBH Trust and Nationstar's claims will be returned to the exact status that existed before the sale.

### **Damages to GBH Trust prior to the sale**

3. GBH Trust claims that Nationstar damaged the interests of the Trust by its deceptions and unfair debt collection practices prior to the sale that contributed to the sale occurring at all.
4. BANA's taking possession of the property without foreclosure and without accepting title when the GBH Trust Trustee initiated a Deed-in-Lieu process was an unfair debt collection practice done without any legal authority.
5. Nationstar and its predecessor BANA withheld of the identity of the beneficiary during the months leading up to the sale violate TILA (12 CFR 1026.39), the national mortgage settlement requirements for servicers,
6. Nationstar and its predecessor BANA harmed the estate of the deceased debtor by failing to comply with the servicing requirements of the national mortgage settlement by failure to provide meaningful loan modifications, deceiving the executor of the debtor's estate, resulting in the loss of the GBH Trust's property to the unjust enrichment of real estate speculators.
7. Nationstar and its predecessor BANA did not allow legitimate arms-length transactions to transfer the property to at least five bona-fide purchasers who independently offered to purchase the property at fair market value.

### **Reasons why title should not be quieted to Nationstar in this action**

8. Nationstar never owned any interest in the Hansen loan, i.e., the Western Thrift DOT.
9. Both Nationstar and BANA recorded false affidavits against the title ( 4/12/12 (BANA), 12/1/14, 3/12/15, and 8/15/15 (Nationstar) involving notarial abuses in violation of NRS 107.082 (2) (4) and NRS 205.395 as amended by AB 284 (2011) section 14.

### **General allegations**

1. On 7/15/04 Gordon B. Hansen (hereinafter "GBH" or "Hansen") executed a deed of trust for \$436,000, 30-year-fixed, @ 6.25% interest, on which the lender was Western Thrift and Loan, MERS was the beneficiary and Joan H. Anderson was the trustee (hereinafter "Hansen loan" or "DOT").
2. On 4/16/10, Wells Fargo notified Hansen that Wells Fargo had become the owner of the DOT, and that BAC Home Loans Servicing (hereinafter "BANA") remained the loan servicer.
3. On 4/12/12, BANA recorded the false affidavit, using a "robo-signer" and an improper notary, to claim that MERS assigned the ownership of the DOT to BANA.
4. On 10/30/12, BANA sent a notice to the Hansen estate which stated that BANA was the loan servicer, but BANA did not own the note and did not have standing to foreclose.

5. Further, BANA's letter erroneously refers to the Hansen loan as a "mortgage" rather than a DOT with a named trustee, Joan H. Anderson, who was the only party pursuant to NRS 107.028 (2) which had the actual power of sale.
6. In the same letter, BANA threatened that it "intends to initiate foreclosure action on the mortgaged property ...in the name of Wells Fargo Bank, National Association, as successor to Wachovia Bank National Association, FKA First Union National Bank, ("Noteholder").
7. Other than the 10/30/12 letter, BANA took no action to foreclose on the DOT although BANA made close to 500 harassing debt collection calls to the executor of the estate from Hansen's death on 1/14/12 until BANA ceased being the loan servicer on 12/1/13.
8. BANA refused to close escrow on an 8/8/12 contingency sale to the Sparkmans for \$315,000, an offer which was consistent with the Wells Fargo appraisal submitted by the prospective purchasers, by notifying Proudfit Realty, that the offer was rejected by the "Investor".
9. The Sparkman escrow was cancelled on 4/4/13, and the Sparkmans moved out.
10. On 4/8/13, an agent for BANA notified Hansen's estate that "BANA is the beneficiary/servicer of the first deed of trust loan secured by the property", but that it was the estate's responsibility to pay the HOA lien because Red Rock was demanding more than BANA would pay, but this made no sense to Tobin at the time since she believed the estate had no financial interest to protect.
11. On 5/7/13, Tobin sent BANA "formal notice that the property is vacant and will deteriorate unless the bank authorizes the utilities to be on and the house to continue to be on the market... It is also formal notice that other financial institutions are taking actions which may impact B of A's options going forward."
12. The "Deed of Trust" attachment to Tobin's 5/7/13 letter to BANA, was not the DOT Western Thrift security interest; it was actually the 8/27/08 Grant, sale, Bargain Deed that transferred the property from Hansen to the GBH Trust, illustrates that Tobin did not understand that a DOT was a security instrument and not a "deed". It further illustrates that she did not understand the significance of BANA not having possession of the DOT.
13. In this 5/7/13 letter to BANA Tobin was ignorantly relying on BANA's misrepresentations regarding the ownership of the DOT to the detriment of the estate's interests.
14. Tobin's statement "B of A needs to take action to protect its financial interests because Gordon Hansen is deceased and I am no longer willing to attempt to facilitate the banks efforts to reduce its losses" was made in the good faith belief that the GBH Trust was not liable for the expenses to maintain the property for the financial benefit of an institution that was unwilling to take responsibility for its own investment, but in hindsight, had Tobin not been misled by BANA, she would have acted differently to protect the property.
15. On 5/10/13, escrow opened on \$395,000 offer from the Mazzeos, but after difficulties with BANA's unreasonable demands, the Mazzeos withdrew their offer.
16. In July, Tobin removed the property from the market and offered BANA a Deed in Lieu (DIL).
17. BANA refused to accept a quit claim deed and initiated a process to evaluate if the property was "qualified".

18. BANA did take possession of the property by changing the locks and putting a lock box on it.
19. On 7/23/13, Tobin documents to Liberty Title Company BANA had requested.
20. Attachment 1 "Deed of Trust transferring the property title into the name of the Gordon B. Hansen Trust" illustrates again both that BANA did not have possession of the Western Thrift DOT, and that Tobin did not understand what a DOT was or the significance of BANA asking her for it.
21. In September, 2013, BANA's agent from Liberty Title phoned Tobin to notify her that BANA was "closing the file" because the property did not qualify for a DIL because it had a clouded title.
22. Neither BANA nor its agent ever sent any written notice regarding the rejection of the offer of a DIL or any other documentation of the DIL evaluation.
23. Taking possession of the property without going through a foreclosure process was an unfair debt collection practice.
24. Refusing to take title of the property was detrimental to the GBH Trust because BANA left the liability in the name of the Trust and BANA did not take responsibility for protecting the property and BANA misled Tobin as to the ownership of the property.
25. On 11/8/13, BANA notified the Hansen estate that Nationstar would be the loan servicer effective 12/1/13.
26. In January, 2014, Tobin re-took possession of the property and listed it for sale on 2/20/14 with BHS FKA Prudential with Craig Leidy as listing agent and Forest Barbee, BHHS broker.
27. On 2/25/14 Red Rock Regional Investments made a cash offer for \$340,000.
28. On 3/7/14, Tobin sent a letter to Nationstar explaining the many difficulties with BANA's bungling multiple sales and stating "if Wells Fargo transferred their interest without notifying me as required by law so that Wells Fargo no longer has standing to pursue any compensation from this mortgage, I think that the Estate of Mr. Hansen has potentially a separate cause of action."
29. On 3/12/14 Tobin signed Nationstar's comprehensive "Short Sale Participation Agreement Acknowledgement form" which had many requirements to ensure that the transaction was arms-length and there was no financial benefit to the owner by a short sale.
30. NS did not approve the short sale, but sent a letter on 4/18/14 requiring that the property be placed in a "Market Validation Program" to determine if that the \$340,000 offer was actually the fair market value.
31. The Market Validation Program was putting the property up for public auction on [www.auction.com](http://www.auction.com).
32. The auction was held from 5/4/14 through 5/8/14, and the winning bidder was MZK at \$367,500 on 5/8/14 with a new escrow opened.
33. On 5/15/14, Red Rock Financial Services notified the Ombudsman that the Notice of Sale was cancelled.
34. On 5/22/14, Red Rock Regional Investments withdrew their \$340,000 offer and canceled the escrow.
35. On 7/25/14, the escrow for MZK's \$367,500 "winning" bid in Nationstar's Market Validation program, was canceled "due to the beneficiary's non-approval of the terms of this short sale."

36. On 7/25/14 the MLS listing was modified to MLS change "escrow now canceled... Bank now wants higher offer than previously accepted...I have worked out all other liens and this can close quickly."
37. On 7/26/14, a new counter offer was submitted for \$375,000 and signed by Tobin on 8/1/14, but Nationstar did not accept by 8/4/14 and the offer expired.
38. On 8/15/14, the property was sold by RRFS without notice to the owner, the bank or any of the people who had made bona fide purchase offers at four to five times the amount of the sale price.
39. On 8/21/14, BANA recorded an assignment of the Hansen loan to Wells Fargo.
40. On 12/1/14, Nationstar, claiming to be acting as BANA's "attorney-in-fact", made a corporate assignment of BANA's (non-existent) interest to itself.
41. On 3/12/15, Nationstar, claiming to be acting as Wells Fargo's "attorney-in-fact", without any legal authority, substituted the original trustee on the Hansen Loan.

**Drafted 12/26/18**

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### Exhibits re Claims Against Nationstar

Exhibit No.	Date executed	Date recorded	Description
1	7/15/04	7/22/04	<a href="#">Western Thrift Deed of Trust (DOT)</a>
2	4/16/07	5/7/07	Second DOT issued to Hansen by Wells Fargo
3	4/16/10		<a href="#">Notice to Hansen that Wells Fargo owns the DOT</a> . BANA is servicer.
4	4/4/12	4/12/12	<a href="#">Assignment of DOT to Bank of America</a> (BANA)
5	10/30/12		BANA notice to Hansen that BANa intends to foreclose on behalf of Wells Fargo.
6	12/14/12	12/14/12	SCA lien claiming \$925.76 delinquent dues and fees
7	1/3/13		RRFS letter transmitting lien to Hansen estate claiming \$1,355.60 is due and notice of default and election to sell may be mailed in 30 days.
8	2/5/13		RRFS notice to Hansen estate that account must be paid in 10 days or \$825 will be added
9	3/7/13	3/12/13	Notice of default and election to sell is recorded claiming \$2,475.35 is due
10	3/15/13		RRFS notice to BANA to transmit the 3/12/13 NODES
11	4/8/13		BANA notice to Hansen estate to pay the HOA lien because RRFS may foreclose because they are claiming more than BANA will pay
12	4/10/13		RRFS letter to Hansen estate to transmit a NODES and ledger?
13	5/7/13		<a href="#">GBH Trust Trustee letter to BANA</a> transmitting documents: 8/27/08 deed, GBH Trust document, 3/7/13 NODES, WF letter to BANA re 3/12/13 NODES,
14	5/7/13		\$395,000 purchase offer
15	7/10/13		Property withdrawn from market
16	7/23/13		<a href="#">Fax Cover transmitting documents to BANA</a> to evaluate BANA accepting deed in lieu of foreclosure
17	11/8/13		<a href="#">BANA notice to Hansen estate that Nationstar will become the servicing bank on 12/1/13</a> .
18	2/25/14		Red Rock Regional Investments \$340,000 cash purchase offer.

- 19 3/7/14 [Hansen estate executor letter to Nationstar](#) Short Sale Department about two failed escrows and BANA's taking possession without taking title
- 20 3/12/14 Nationstar's short sale agreement acknowledgement form
- 21 4/18/14 [Nationstar's notice that the property must go through a market validation program](#) by being auctioned on [www.auction.com](http://www.auction.com)
- 22 5/8/14 Auction - Addendum - MZK Residential, LLC' s [winning bid of \\$367,500 is subject to lender approval](#) rejected
- 23 5/13/14 [Red Rock Regional Investments escrow is cancelled](#) (rejected \$340,000 cash offer made on 2/25/14.)
- 22 5/15/14 [RRFS notified Ombudsman that the HOA foreclosure sale is cancelled.](#)
- 25 7/25/14 [MLS change "escrow now canceled... Bank now wants higher offer than previously accepted...I have worked out all other liens](#) and this can close quickly."
- 26 7/25/14 [Addendum to purchase agreement](#) - MZK escrow is cancelled "due to Beneficiary's non-approval of terms of short sale"
- 27 7/30/14 [Email exchange Tobin-Leidy asking name of beneficiary](#) before the surprise HOA sale
- 28 8/1/14 Hansen executor [signed Blum \\$375,000 purchase offer](#)
- 29 8/15/14 8/22/14 [HOA Foreclosure deed](#) to Opportunity Homes based on \$63,100 sale price
- 30 8/21/14 9/9/14 [BANA assignment of DOT to Wells Fargo](#)
- 31 8/22/14 8/22/14 Statement of Value listing fair market value @ \$353, 529
- 32 10/23/14 12/1/14 [Nationstar as BANA's "attorney-in-fact" assigned DOT to Nationstar](#)
- 34 8/6/15 8/17/15 [Nationstar, acting as Wells Fargo's "attorney-in-fact, recorded substitution of the Western Thrift DOT trustee](#)

# EXHIBIT

## DECLARATION OF NONA TOBIN

Dated APRIL 14, 2019 with exhibits

1. 9/23/16 Tobin AFFD support MOI
2. 1/11/17 order-Tobin to intervene |
3. NSM00190 Jimijack deed
4. Lucas DISC
5. Hansen DISC
6. Op Homes DISC
7. Yuen Lee/F. Bondurant DISC
8. Tobin 3/28/17 deed
9. 12/1/14 recorded NSM as BANA attorney-in-fact
10. 3/8/19 NSM rescission of NSM as BANA 12/1/14
11. 3/8/19 NSM as Well Fargo attorney-in-fact
12. NSM00270-272 inapplicable attorney-in-fact
13. 3/12/15 Wells Fargo itself did substitute trustee and reconveyance correctly for 2<sup>nd</sup> DOT
14. 8/17/15 NSM recorded a fraudulent substitution of trustee for Western Thrift DOT
15. NSM0258-0259 is NSM's copy of the note  
NSM 0260 are undated endorsements to 3<sup>rd</sup> parties
16. 2011 Amicus curiae -M. MacDonald, Certified Mortgage Fraud Examiner

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**DECLARATION OF NONA TOBIN**

Nona Tobin, under penalty of perjury, states as follows:

I have personal knowledge of the facts stated herein, except for those facts stated to be based upon information and belief. If called to do so, I would truthfully and competently testify to the facts stated herein, except those facts stated to be based upon information and relief.

I am submitting the attached exhibits based on my personal research and analysis of NSM's claims to dispute alleged facts in Nationstar's March 21, 2019 Motion for Summary Judgment against Jimijack.

**Exhibits of recorded and filed documents that refute Nationstar's claims re Jimijack**

1. I prepared the affidavit, filed September 16, 2016, in support of Nona Tobin's and Steve Hansen's Motion to Intervene that was denied without prejudice (See Exhibit 1) which shows my intent to address the issue of voiding the sale before I asserted claims against Nationstar.
2. Exhibit 2 is the January 11, 2017 order, entered on January 12, 2017, granting Nona Tobin's Motion to Intervene.
3. Exhibit 3 is NSM 190, wherein notary CluAynne M. Corwin witnessed Yuen K. Lee's signature as if Thomas Lucas stood before her.
4. There is no record in the notary's journal of the deed in which, notary CluAynne M. Corwin documented that she had witnessed Yuen K. Lee, execute a deed to transfer title on June 8, 2015 to Plaintiff Jimijack.
5. Pursuant to NRS 111.345, the quit claim deed, recorded on June 9, 2015 which purported to convey F. Bondurant LLC's interest to Plaintiff Jimjack is not admissible as evidence to support a claim of ownership.

"If the party contesting the proof of any conveyance or instrument shall make it appear that any such proof was taken upon the oath of an incompetent witness, neither such

1 conveyance or instrument, nor the record thereof, shall be received in evidence, until  
2 established by other competent proof."

3 6. I rebut the validity of the June 8, 2015 deed pursuant to NRS 111.340, which states

4  
5 "Neither the certificate of the acknowledgment nor of the proof of any  
6 conveyance or instrument, nor the record, nor the transcript of the record, of  
7 such conveyance or instrument, shall be conclusive, but the same may be  
8 rebutted",

8 7. Exhibit 4 is Opportunity Homes, LLC/Thomas Lucas Disclaimer of Interest, filed into  
9 this case on March 8, 2013.

10 8. Exhibit 5 is Steve Hansen's Disclaimer of Interest, recorded on March 28, 2017.

11 9. Exhibit 6 is Thomas Lucas/Opportunity Homes, LLC's Disclaimer of interest, filed into  
12 this case on March 8, 2017.

13 10. Exhibit 7 is Yuen K. Lee/F. Bondurant, LLC's Disclaimer of Interest, filed into this case  
14 on March 13, 2017.

15 11. Exhibit 8 is the only valid deed on record by a party to this case who is seeking to quiet  
16 title in its favor.

17 12. As Trustee, of the Gordon B. Hansen Trust, dated August 2, 2008, I transferred any and  
18 all of the Gordon B. Hansen Trust's interest in the property, to Nona Tobin, an individual, the  
19 copy of which in Exhibit 8 was retrieved from Nationstar's disclosure NSM 0208-0211.

20  
21 **Exhibits of recorded and filed documents that refute Nationstar's claims to own the DOT**

22 13. Exhibit 9 shows On December 1, 2014. Nationstar, alleging to be BANA's "attorney-in-  
23 fact", recorded an assignment of BANA's interest to Nationstar, effective on October 23, 2014  
24 although Nationstar's disclosures, NSM0001 through NSM0413 did not disclose any document  
25 that gave it legal authorization to act as BANA's attorney-in-fact. Nationstar merely refers to its  
26 December 1, 2014 assignment of BANA's interest to itself as "an assignment outside the chain  
27 of title."

28 14. Exhibit 10 is Nationstar's March 8, 2019 recorded Rescission of the disputed December

1 1, 2014 self-assignment (from BANA to Nationstar), (NSM 0409-411), that stated

2 "they nullify and invalidate the assignment to same extent and effect as though  
3 the assignment had never been issued and recorded."

4 15. Exhibit 11 (NSM0412-0413) disclosed that on March 28, 2019, Nationstar recorded a  
5 "Corporate Assignment of Deed of Trust", executed on February 25, 2019, by Nationstar, acting  
6 as Wells Fargo's "attorney-in-fact", assigned the deed of trust to Nationstar again.

7 16. Exhibit 12 is NSM 0270-0272, the only limited power of attorney disclosed by  
8 Nationstar, but which is inapplicable to the deeds of trust in this case.

9 17. The document in NSM 0270-0272 is irrelevant as it did not authorize Nationstar to  
10 execute any assignment of any deed of trust, executed by Gordon Hansen, as Wells Fargo's  
11 attorney-in-fact that are disputed in this case.

12 18. Nationstar's disclosures NSM0001 through NSM0413 did not disclose any document  
13 that gave Nationstar legal authorization to act as BANA's or Wells Fargo's attorney-in-fact for  
14 either corporate assignment, executed on October 23, 2014, and February 25, 2019.

15 19. The Wells Fargo limited power of attorney disclosed by Nationstar NSM 270-272 was  
16 "valid only for a period of six months from April 1, 2016 unless cancelled prior to said date",  
17 and was not in effect and would not legitimize either corporate assignment, executed on  
18 October 23, 2014, and February 25, 2019, by Nationstar claiming to be Wells Fargo's "attorney-  
19 in-fact".

20 20. Exhibit 13 is the recorded Wells Fargo SUBSTITUTION OF TRUSTEE AND FULL  
21 RECONVEYANCE, not include in Nationstar's disclosures, executed on March 2, 2015 by  
22 Lisa Wilm, Wells Fargo Vice President Loan Documentation.

23 21. Exhibit 14 is a Substitution of Trustee, recorded on August 17, 2015, executed by  
24 Nationstar on August 6, 2015, acting as Wells Fargo's attorney in fact which Nationstar failed  
25 to include in its disclosures.

26 22. Exhibit 15 (NSM 258-260) is a COPY of the note which is not admissible proof that  
27 Nationstar holds the ORIGINAL note. In fact, absent holding the original note, Nationstar  
28 cannot claim it is the noteholder the any more than I could claim that some debtor owed me  
money if I held only a **copy** of that debtor's I.O.U. to a third party, particularly if that copy of

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the note was never endorsed to me.

23. Exhibit 16 is an Amicus Curiae to the Supreme Judicial Court, Commonwealth of Massachusetts, of Marie MacDonald, Mortgage Fraud and Forensic Analyst, Certified Fraud Examiner, dated September 30, 2011, that articulates the way banks create a fraudulent paper trail to claim to own notes underlying deeds of trusts and mortgages that were essentially securitized out of existence in the years preceding the market crash.

24. I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct

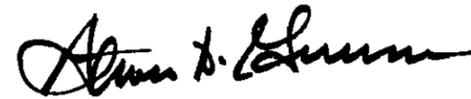
Dated the 14th day of April 2019,



Nona Tobin

# Exhibit I

# Exhibit I



CLERK OF THE COURT

1 AFFD  
NONA TOBIN  
2 STEVE HANSEN  
2664 Olivia Heights Ave.  
3 Henderson NV 89052  
(702) 465-2199  
4 *Applicants for Intervention*  
*In Proper Person*

DISTRICT COURT  
CLARK COUNTY, NEVADA

7 JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMJACK IRREVOCABLE  
8 TRUST,

Case No.: A-15-720032-C

Dept. No.: XXXI

9 Plaintiffs,

10 vs.

AFFIDAVIT OF NONA TOBIN IN  
SUPPORT OF NONA TOBIN AND  
STEVE HANSEN'S MOTION TO  
INTERVENE

11 BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
12 INC.; DOES 1 through X and ROE  
BUSINESS ENTITIES 1 through 10,  
13 inclusive,

14 Defendants.

15  
16 COMES NOW, NONA TOBIN and STEVE HANSEN (*Applicants*), in proper  
17 person, and hereby submit this Affidavit of Nona Tobin in support of their Motion to Intervene.

18 Dated this 22nd day of September, 2016.

19 /s/ Nona Tobin  
NONA TOBIN  
2664 Olivia Heights Ave.  
20 Henderson NV 89052  
(702) 465-2199  
21 *Applicants for Intervention,*  
*In Proper Person*

22 /s/ Steve Hansen  
STEVE HANSEN  
21417 Quail Springs Rd.  
23 Tehachapi, CA 93561  
(661) 513-6616  
24 *Applicants for Intervention,*  
*In Proper Person*



1 realtors that document over two and one-half years of dealing with bizarre behavior by the  
2 banks whose investors refused to close on offers as high as \$395,000 on a loan with a \$389,000  
3 balance and an offer for \$375,000 as late as two weeks before the HOA sale transferred title for  
4 \$63,100.

5 7. I am filing this affidavit to clarify: 1) how we as individuals relate to the Gordon B.  
6 Hansen Trust, the real party in interest, and 2) the authority I have as Trustee of the Trust that  
7 was the equitable title holder at the time of the disputed HOA sale.

8 8. There are two beneficiaries of the Trust and we are now the sole surviving members of  
9 the Trust: Nona Tobin and Steve Hansen, each with a 50% interest.

10 9. Steve Hanson, son of the Trust's Grantor, is a resident of California, works full time,  
11 and has not participated in any way in the actions related to the Trust or this case that will serve  
12 as the basis for our complaint.

13 10. Steve Hansen is named as a co-complainant at my request, but he will not be appearing  
14 in court as he has no personal knowledge of the facts and issues surrounding the case. He is  
15 named only to ensure that the court is aware that I am acting as the Trustee, a fiduciary with the  
16 authority to act on behalf of the Trust; I am not acting like an attorney.

17 11. During the past four and half years, I have spent literally hundreds of hours and signed  
18 hundreds of pages of documents in my capacity as Successor Trustee dealing with problems  
19 regarding this property, and I can say without a doubt, I know more about transactions related to  
20 this particular property than anyone.

21 12. All our claims will be based on what I know personally, documents I wrote, received as  
22 Executor, or have as part of the Realtors' certified history of two listing agreements, and my  
23 detailed analysis of the public record.

1 13. It is arguable that the local rule 7.42(b) which states a "corporation may not appear in  
2 proper person", would apply here and thus bar "Nona Tobin, as Trustee of the Gordon B.  
3 Hansen Trust" from appearing in proper person.

4 14. However, to avoid any possible appearance of usurping authority reserved for members  
5 of the Nevada bar, it was with an abundance of caution that I put the names of both  
6 beneficiaries, in pro per, as the parties applying to intervene.

7 15. The Trust is not a corporation, rather it is a Grantor Trust formed in Nevada under the  
8 provisions of NRS 163 re Creation of Trusts.

9 16. In addition to the powers granted to the Trustee explicitly in the Trust document, the  
10 powers listed in NRS 163.265 through NRS163.410 were incorporated by reference.

11 17. In pursuing this litigation to quiet title back to the Trust, I am exercising the power of a  
12 Trustee incorporated by reference in the Trust of NRS163.375 which states: "A fiduciary may  
13 compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle  
14 claims in favor of or against the estate or trust as the fiduciary deems advisable, and the  
15 fiduciary's decision shall be conclusive between the fiduciary and the beneficiaries of the estate  
16 or trust and the person against or for whom the claim is asserted, in the absence of fraud by such  
17 person, and, in the absence of fraud, bad faith or gross negligence of the fiduciary, shall be  
18 conclusive between the fiduciary and the beneficiaries of the estate or trust."

19 18. Our motion to intervene was in concert with Nationstar's, i.e., to have the court declare  
20 that the HOA sale invalid, although we do have other claims and additional rationale as to why  
21 the HOA sale should be voided, including fraud on the part of the HOA agent.

22 19. In that case Nationstar prayed, among other things, to have the court declare that the  
23 August 15, 2014 foreclosure sale was void for violations of due process, and further that the  
24

1 illegitimate HOA sale conveyed no interest in the subject property to Opportunity Homes as the  
2 high bidder.

3 20. Beyond that, our claim will state that the HOA sale was implemented in a manner that  
4 was statutorily noncompliant, violated our due process rights, was commercially unreasonable  
5 and was fraudulently conducted by Red Rock Financial Services usurping the authority of Sun  
6 City Anthem Community Association, Inc. (HOA) for their own unjust enrichment.

7 21. When our motion to intervene was filed on July 29, 2016, it was to intervene on case  
8 A730078, Nationstar v. Opportunity Homes, filed on January 12, 2016, which I was aware of  
9 because of the Lis Pendens against the property recorded by WFZ on January 13, 2016.

10 22. Our intervention into that case was to support Nationstar's claim that the HOA sale was  
11 invalid, for the same as well as different reasons, but also to pray that once the defective HOA  
12 sale was voided by the court, title should return to the equitable owner (the Trust) by placing all  
13 parties back as they were, i.e., to re-gain whatever title or security interests they actually had, on  
14 the day prior to the sale.

15 23. In our scenario, Nationstar would retain whatever security interest they had (and they  
16 legitimately could prove they had) in the first deed of trust on August 14, 2014 and no more.

17 24. Our prayer to the court would be to 1) void the sale, 2) give back title to us as the  
18 equitable titleholders prior to the fraudulent HOA sale, and 3) not allow Nationstar's claims to a  
19 security interest to prevail by bypassing the requirements of Nevada's 2011 anti-foreclosure  
20 fraud law, SB 284.

21 25. I believe Nationstar's claims are clearly contradicted by evidence I possess.  
22  
23  
24

1 26. NRS163.270 gives the Trustee powers related to buying and selling property, and I  
2 exercised this power between 2012 and 2014 first by signing an exclusive listing agreement  
3 with Proudfit Realty from the period of February, 2012 through July, 2013.

4 27. During the Proudfit listing, there were two contingent sales (one at full price) that are  
5 documented to have failed due to Bank of America's recalcitrant investor's resistance, and also  
6 documented is a refusal by Bank of America to accept my proffered deed in lieu (DIL).

7 28. I subsequently signed an exclusive agency agreement to sell the property with Berkshire  
8 Hathaway Home Services, Nevada Properties (BHHS), and the signed listing agreements  
9 extended from February, 2014 through October, 2014.

10 29. During the BHHS listing, the disputed HOA sale occurred. My BHHS agent Craig  
11 Leidy told me that he was not notified until the day before the sale by Thomas Lucas, a fellow  
12 BHHS Realtor that he was going to bid on Craig's listing. Craig Leidy also stated that he had  
13 requested notice and there had been four postponements previously where notice had been  
14 provided to him by Christine Marley of Red Rock Financial Services.

15 30. The improperly-noticed HOA sale also occurred after the HOA's agent notified the  
16 Nevada Real Estate Division Office of the Ombudsman (OMB) to cancel the Notice of Sale  
17 NRS 38.310 process because the "Owner was retained."

18 31. The Foreclosure deed was never submitted to the OMB as required by 2013 NRS  
19 116.31164(3)(b), thereby keeping the HOA sale out of the notice of the regulatory agency.

20 32. Title transferred on August 22, 2014 to Opportunity Homes which was actually the alter  
21 ego, Thomas Lucas, Realtor in the same BHHS office under Broker Forrest Barbee that was  
22 listing the property on my behalf at the time.

1 33. Based on the conflict of interest and insider information Thomas Lucas possessed, we  
2 will claim that neither Opportunity Homes nor Thomas Lucas was not a bona fide purchaser for  
3 value as would be required for a foreclosure sale to be legitimate.

4 34. During the time I had the property listed for sale, numerous actions occurred which are  
5 documented in the Reakor's records which directly contradict claims made by Nationstar as to  
6 their ownership of the beneficial interest in the first DOT, and it is important for an equitable  
7 solution to the competing title and security interests claims to this property that we be allowed  
8 to present our evidence.

9 35. After our MOI was filed, the A730078 case was joined with the A720032 case of which  
10 we had previously be unaware since Plaintiffs Joel and Sandra Stokes never recorded a Lis  
11 Pendens.

12 36. We have substantial additional claims against the Plaintiffs Joel and Sandra Stokes  
13 which include the fact that the sole document that conveyed interest in the subject property to  
14 the Plaintiffs was a Quit Claim deed that was fraudulently notarized by CluAynne M. Corwin, a  
15 notary public employed by Peter Mortenson, an attorney who shares the law office with  
16 Plaintiffs' attorney Joseph. Y. Hong, at 10781 W. Twain Ave., Las Vegas.

17 37. I am attaching the aforementioned June 9, 2015 Quit Claim Deed because I noticed that  
18 in all the motions and claims that had been filed by the Plaintiffs or Nationstar's attorneys  
19 which attached virtually all other recorded documents, I did not see that anyone has shared this  
20 important document with the court.

21 38. This is a second route by which the title claims of the Plaintiffs should be dismissed, by  
22 virtue of the conveyance document not conforming to NRS 111.345, proof by a competent  
23 witness.

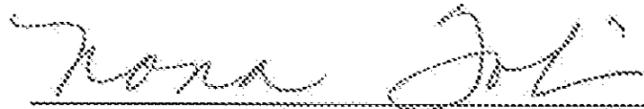
1 39. If the court invalidated the Plaintiff's interests due to the insufficiency of the  
2 conveyance instrument, it is absolutely necessary that we be permitted to intervene in the case  
3 to preserve our rights vis a vis Nationstar and F. Bondurant.

4 40. F. Bondurant is a counter defendant who we will claim is a sham LLC that held the title  
5 only for eight minutes on June 9, 2015 solely for the purpose of covertly and fraudulently  
6 conveying the property to the Plaintiffs.

7 41. The aforementioned Quit Claim Deed is an exhibit since neither of the attorneys thought  
8 it was important to bring to the court's attention earlier.

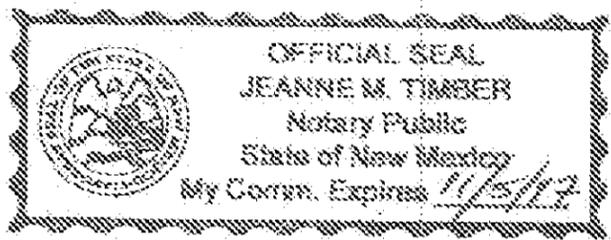
9 FURTHER, YOUR AFFIANT SAYETH NAUGHT.

10 DATED this 23<sup>rd</sup> day of September, 2016.

11   
12 \_\_\_\_\_  
NONA TOBIN

13 Subscribed and Sworn to before me  
14 this 23 day of September, 2016.

15   
16 \_\_\_\_\_  
NOTARY PUBLIC



20 County of T.H.S

Inet #: 20150609-0001537  
Fees: \$15.00 N/C Fee: \$0.00  
RPTT: \$1377.00 Ex: #  
06/09/2015 12:58:36 PM  
Receipt #: 2452609  
Requestor:  
ROBERT GOLDSMITH  
Recorded By: ARO Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN: 191-13-811-052  
Recording requested by and mail  
documents and tax statements to:

6  
3

Name: F. Bondurant, LLC.  
Address: 10781 West Twain Avenue  
City/State/Zip: Las Vegas, NV 89135

### QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4<sup>th</sup> day of June 2015, by Opportunity Homes LLC (hereinafter "Grantor(s)"), whose address is 2657 Windmill Parkway, Suite 145, Henderson, Nevada 89074, to F. Bondurant, LLC. (hereinafter "Grantee(s)"), whose address is 10781 West Twain Avenue, Las Vegas, Nevada 89135.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Thomas Lucas  
Grantor

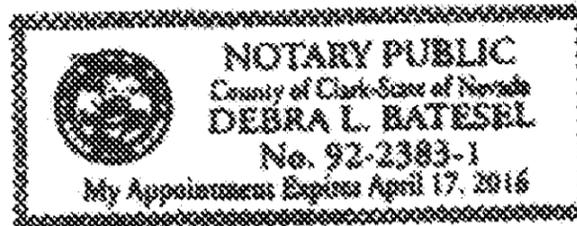
Thomas Lucas, Manager  
Opportunity Homes LLC

State of Nevada }  
County of Clark } ss

On this 7<sup>th</sup> day of June, 2015, before me, Debra L. Batesel, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: Debra L. Batesel



Inst #: 20150609-0001545

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

RPTT: \$1377.00 Ex: #

06/09/2015 01:06:29 PM

Receipt #: 2452518

Requestor:

ROBERT GOLDSMITH

Recorded By: ARO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

**APN:** 191-13-811-052

Recording requested by and mail documents and tax statements to:

(3)

**Name:** Joel A. Stokes and Sandra F. Stokes

**Address:** 5 Summit Walk Trail

**City/State/Zip:** Henderson, NV 89052

---

## QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 8<sup>th</sup> day of June 2015, by F. Bondurant, LLC. (hereinafter "Grantor(s)"), whose address is 10781 West Twain Avenue, Las Vegas, NV 89135, to Joel A. Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantee(s)"), whose address is 5 Summit Walk Trail, Henderson, Nevada 89052.

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar USD (\$1.00) paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said Grantees forever, all the right, title, interest and claim which the said Grantor has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Clark, State of Nevada, to wit:

*Commonly known as:*

2763 White Sage Drive, Henderson, Nevada 89052

*More particularly described as:*

APN: 191-13-811-052

Lot Eighty-Five (85) in Block 4, of SUN CITY ANTHEM UNIT #19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the County Recorder of Clark County, Nevada.

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

yeun Lee  
Grantor  
yeun Lee Manager

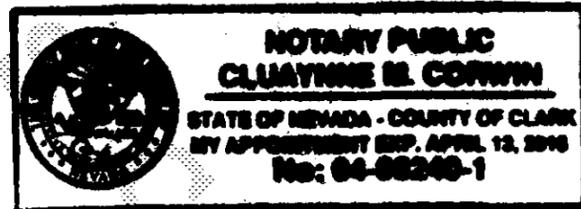
State of Nevada )

County of Clark )

) ss

On this 8<sup>th</sup> day of June, 2015, before me, CluAynne M. Corwin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.



Signature: CluAynne M. Corwin

No 04-08240-1  
April 12, 2016

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. 191-13-811-052  
 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 \$ 270,000  
 b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ) )  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ 1377.00

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section \_\_\_\_\_  
 b. Explain Reason for Exemption: \_\_\_\_\_

5. Partial Interest: Percentage being transferred: 100%  
 The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature [Signature] Capacity: Manager

Signature \_\_\_\_\_ Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**  
 (REQUIRED)

Print Name: F. Bondurant LLC  
 Address: 10781 W. Twain  
 City: Las Vegas  
 State: Nevada Zip: 89135

**BUYER (GRANTEE) INFORMATION**  
 (REQUIRED)

Print Name: Joel A Stokes and Sandra Stokes Jim Jack  
 Address: 5 Summit Walk Trail Irrevocable  
 City: Henderson Trust  
 State: Nevada Zip: 89052

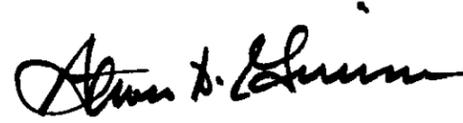
**COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)**

Print Name: Robert Goldsmith Escrow # \_\_\_\_\_  
 Address: 446 Beautiful Hill  
 City: Las Vegas State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# Exhibit 2

# Exhibit 2



CLERK OF THE COURT

1 **ORDR**  
NONA TOBIN, Trustee  
2 Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
3 Henderson NV 89052  
Phone: (702) 465-2199  
4 nonatobin@gmail.com  
*Defendant-in-Intervention, Cross-Claimant, Counter-Claimant*  
5 *In Proper Person*

6  
7 **DISTRICT COURT**  
**CLARK COUNTY, NEVADA**

8 JOEL A. STOKES and SANDRA F. STOKES,  
as trustees of the JIMIACK IRREVOCABLE  
9 TRUST,

10 Plaintiffs,

11 vs.

12 BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
13 INC.; DOES 1 through X and ROE  
BUSINESS ENTITIES 1 through 10, inclusive,

14 Defendants.

15  
16 NATIONSTAR MORTGAGE, LLC,

17 Counter-Claimant,

18 vs.

19 JIMIACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
20 limited liability company; F. BONDURANT,  
LLC, a Nevada limited liability company;  
21 DOES I X, ROE CORPORATIONS XI XX,  
inclusive,

22 Counter-Defendants  
23  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**ORDER GRANTING APPLICANT  
NONA TOBIN'S MOTION TO  
INTERVENE**

Hearing date: December 20, 2016

Hearing time: 9:00 a.m.

1 This matter came for hearing before the Court on December 20, 2016, at 9:00 AM.  
2 Applicant/Intervening Defendant/Counter-Claimant Nona Tobin, Trustee of the Gordon  
3 B. Hansen Trust, appeared in Proper Person while Plaintiffs/Counter-Defendants, Joel  
4 A. Stokes and Sandra F, Stokes, as Trustees of the Jimijack Irrevocable Trust, were represented  
5 by Joseph Y. Hong, Esq., of Hong & Hong, a Professional Law Corporation.

6 The motion to Intervene and Notice of Hearing was electronically served to all parties  
7 included on the Wiz-net E-file Master Service list for the consolidated cases. Plaintiff/Counter-  
8 Defendant Nationstar Mortgage, LLC, received e-service through their Counsel, Wright, Finlay  
9 & Zak, LLP, but no appearance at the hearing was made on behalf of Nationstar Mortgage,  
10 LLC.

11 The Court, having considered the pleadings and papers on file and heard the arguments  
12 of the parties present at the hearing, and for good cause appearing, hereby rules as follows:

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Applicant  
14 Nona Tobin's Motion to Intervene into consolidated cases No. A-15-720032-C and  
15 A-16-730078-C, of which Case No. A-15-720032-C serves as the main case is GRANTED.

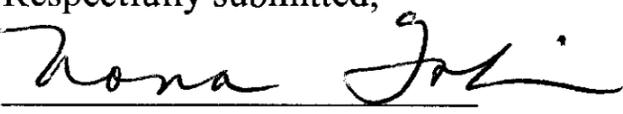
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**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Applicant Nona Tobin shall file her Counter-Claim(s) and Cross-Claim(s) ~~on or before January~~ <sup>within twenty (20) days</sup> ~~, 2017~~ <sup>hereof.</sup>  
Any Cross-Claim Ms. Tobin may file against Nationstar Mortgage, LLC, may be filed no later than twenty (20) days following a determination by this Court to void the disputed foreclosure sale for delinquent HOA assessments.

**IT IS SO ORDERED** this 10 day of Jan, 2017.

  
**JOANNA S. KISHNER**  
DISTRICT COURT JUDGE

Respectfully submitted,  
  
NONA TOBIN, Trustee  
Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
Henderson NV 89052  
Phone: (702) 465-2199  
*Defendant-in-Intervention/Counter-Claimant*  
*In Proper Person*

Approved as to form and content,  
HONG & HONG, A PROFESSIONAL  
LAW CORPORATION

\_\_\_\_\_  
Joseph Y. Hong, Esq.  
Nevada Bar No. 5995  
10781 W. Twain Avenue  
Las Vegas, NV 89135  
*Attorney for Plaintiff/Counter-Defendant,*  
*Joel A. and Sandra F. Stokes, as trustees*  
*of Jimijack Irrevocable Trust*

Approved as to form and content,  
WRIGHT, FINLAY & ZAK, LLP

\_\_\_\_\_  
Edgar C. Smith, Esq.  
Nevada Bar. No. 05506  
7785 West Sahara Ave., Suite 200  
Las Vegas, NV 89135  
*Attorney for Counter-Defendant,*  
*Nationstar Mortgage, LLC*

# Exhibit 3

# Exhibit 3

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written.

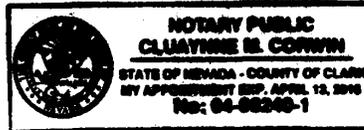
Signed, sealed and delivered in presence of:

Yeeun Lee  
Grantor  
Yeeun Lee Manager

State of Nevada )  
County of Clark ) ss

On this 8<sup>th</sup> day of June, 2015, before me, Cluayne M. Cowin, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the person of Thomas Lucas, Manager of Opportunity Homes LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this Quitclaim Deed; and, acknowledged to me that he executed the same in his capacity, and that by his signature on this instrument did execute the same.

WITNESS my hand and official seal.

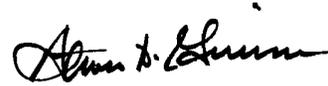


Signature: Cluayne M. Cowin

No 04-08240-1  
April 12, 2016

# Exhibit 4

# Exhibit 4



CLERK OF THE COURT



**DISI**

**JAKUB P. MEDRALA, ESQ.**

Nevada Bar No. 12822

**THE MEDRALA LAW FIRM, PROF. LLC**

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

*Attorney for Thomas Lucas and*

*Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,  
as Trustees of the JIMI JACK IRREVOCABLE  
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES I Through X, and ROES 1  
Through 10, Inclusive,

Defendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
Limited Liability Company; F. BONDURANT,  
LLC, a Nevada Limited Liability Company;  
DOES I Through X, and ROES XI Through  
XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, dated  
8/22/25,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM  
COMMUNITY ASSOCIATION, INC.; DOES  
I Through X, and ROES I Through X,  
Inclusive,

Crossdefendants.

1 PLEASE TAKE NOTICE that THOMAS LUCAS and OPPORTUNITY HOMES, LLC  
2 do not hold any interest in real property commonly known as 2763 White Sage Drive,  
3 Henderson, NV 89052, APN 191-13-811-052 (“the Property”); therefore, they disclaim any  
4 interest in the Property.

5 DATED this 8th day of March, 2017.

6 Respectfully Submitted by:  
7 **The Medrala Law FIRM, Prof. LLC**

8 /s/ Jakub P. Medrala

9 JAKUB P. MEDRALA, ESQ.  
10 Nevada Bar No. 12822  
11 1091 S. Cimarron Road, Suite A-1  
12 Las Vegas, Nevada 89145  
13 jmedrala@medralaw.com  
14 *Attorney for Thomas Lucas and*  
15 *Opportunity Homes, LLC*  
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 8, 2017, I served a true and correct copy of the foregoing DISCLAIMER OF INTEREST via the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court’s e-filing system in accordance with the electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage affixed thereto, addressed to the following:

Edgar C. Smith, Esq.  
esmith@wrightlegal.net  
**WRIGHT, FINLAY & ZAK, LLP**  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorney for Nationstar Mortgage, LLC*

Nona Tobin  
2664 Olivia Heights Avenue  
Henderson, Nevada 89052  
nonatobin@gmail.com

/s/ Jakub P. Medrala  
By: \_\_\_\_\_  
An employee of  
The Medrala Law Firm, PLLC

# Exhibit 5

# Exhibit 5



CLERK OF THE COURT

1 DISI  
NONA TOBIN, Trustee  
2 Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
3 Henderson NV 89052  
Phone: (702) 465-2199  
4 nonatobin@gmail.com  
Defendant-in-Intervention/Cross-Claimant,  
5 In Proper Person

**DISTRICT COURT  
CLARK COUNTY, NEVADA**

7 JOEL A. STOKES and SANDRA F. STOKES,  
8 as trustees of the JIMI JACK IRREVOCABLE  
TRUST,

9 Plaintiffs,

10 vs.

11 BANK OF AMERICA, N.A.; SUN CITY  
12 ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES 1 through X and ROE  
13 BUSINESS ENTITIES 1 through 10, inclusive,

14 Defendants.

15 NATIONSTAR MORTGAGE, LLC,

16 Counter-Claimant,

17 Vs.

18 JIMI JACK IRREVOCABLE TRUST;  
19 OPPORTUNITY HOMES, LLC, a Nevada  
limited liability company; F. BONDURANT,  
20 LLC, a Nevada limited liability company;  
DOES I through X, inclusive; and ROE  
21 CORPORATIONS XI THROUGH XX,  
inclusive,

22 Counter-Defendants

23 NONA TOBIN, an individual, Trustee of the  
24

Case No.: A-15-720032-C

Dept. No.: XXXI

**DISCLAIMER OF INTEREST**

1 GORDON B. HANSEN TRUST, dated  
8/22/08

2 Cross-Claimant,

3 vs.

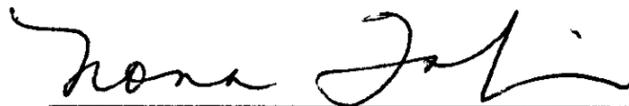
4 SUN CITY ANTHEM COMMUNITY  
5 ASSOCIATION, INC., DOES 1-10, and ROE  
6 CORPORATIONS 1-10, inclusive,

7 Cross-Defendants.

8  
9 PLEASE TAKE NOTICE that Steve Hansen does not hold any interest in  
10 real property commonly known as 2763 White Sage Drive, Henderson, NV 89052, APN 191-  
11 13-811-052 ("the Property"); therefore, he disclaims any interest in the Property.

12 Exhibit 1 includes the declaration of Steve Hansen. Per NRS 53.045, this  
13 unsworn declaration is being submitted in lieu of a sworn affidavit as it is a declaration made  
14 under penalty of perjury under the law of the State of Nevada.

15 Dated this 28<sup>th</sup> day of March, 2017.



16 NONA TOBIN, Trustee  
17 Gordon B. Hansen Trust, Dated 8/22/08  
2664 Olivia Heights Avenue  
18 Henderson NV 89052  
Phone: (702) 465-2199  
nonatobin@gmail.com  
19 *Defendant-in-Intervention, Cross-Claimant*  
*In Proper Person*

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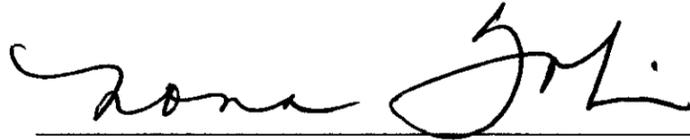
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**CERTIFICATE OF SERVICE**

I, Nona Tobin, hereby certify that on this 28<sup>th</sup> day of March, 2017, I served copies of the foregoing Disclaimer of Interest on all parties in the Wiznet electronic service notification system.



---

Nona Tobin, Defendant-in-Intervention,  
Cross-Claimant, In Proper Person

State of California

County of Kern

Declaration of Steve Hansen

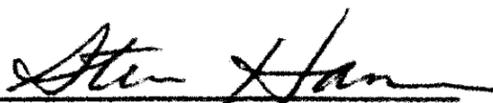
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

The Gordon B. Hansen Trust was the owner of a residence at 2763 White Sage Drive, Henderson, NV 89052, APN 191-13-811-052, from August 27, 2008, and when my father died on January 14, 2012, and when there was a foreclosure sale on August 15, 2014.

I declare that I have no interest in this White Sage property and no responsibility for any debts or expenses related to it. Further, I no longer claim any interest in, nor expect any benefit from, the Gordon B. Hansen Trust as all assets due to me have already been distributed and received by me.

Per NRS 53.045, this unsworn declaration is being submitted in lieu of a sworn affidavit. I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

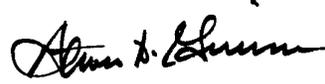
DATED this 27<sup>th</sup> day of March, 2017



Steve Hansen  
21417 Quail Springs Rd.  
Tehachapi, CA 93561  
(661) 513-6616

# Exhibit 6

# Exhibit 6



CLERK OF THE COURT



**DISI**

**JAKUB P. MEDRALA, ESQ.**

Nevada Bar No. 12822

**THE MEDRALA LAW FIRM, PROF. LLC**

1091 S. Cimarron Road, Suite A-1

Las Vegas, Nevada 89145

(702) 475-8884

(702) 938-8625 Facsimile

jmedrala@medralaw.com

*Attorney for Thomas Lucas and*

*Opportunity Homes, LLC*

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY, NEVADA**

JOEL A. STOKES and SANDRA F. STOKES,  
as Trustees of the JIMI JACK IRREVOCABLE  
TRUST,

Plaintiffs,

vs.

BANK OF AMERICA, N.A.; SUN CITY  
ANTHEM COMMUNITY ASSOCIATION,  
INC.; DOES I Through X, and ROES 1  
Through 10, Inclusive,

Defendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

**DISCLAIMER OF INTEREST**

NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

vs.

JIMI JACK IRREVOCABLE TRUST;  
OPPORTUNITY HOMES, LLC, a Nevada  
Limited Liability Company; F. BONDURANT,  
LLC, a Nevada Limited Liability Company;  
DOES I Through X, and ROES XI Through  
XX, Inclusive,

Counterdefendants,

NONA TOBIN, an Individual and Trustee of  
the GORDON B. HANSEN TRUST, dated  
8/22/25,

Crossclaimant,

vs.

THOMAS LUCAS, and SUN CITY ANTHEM  
COMMUNITY ASSOCIATION, INC.; DOES  
I Through X, and ROES I Through X,  
Inclusive,

Crossdefendants.

1 PLEASE TAKE NOTICE that THOMAS LUCAS and OPPORTUNITY HOMES, LLC  
2 do not hold any interest in real property commonly known as 2763 White Sage Drive,  
3 Henderson, NV 89052, APN 191-13-811-052 (“the Property”); therefore, they disclaim any  
4 interest in the Property.

5 DATED this 8th day of March, 2017.

6 Respectfully Submitted by:  
7 **The Medrala Law FIRM, Prof. LLC**

8 /s/ Jakub P. Medrala

9 JAKUB P. MEDRALA, ESQ.  
10 Nevada Bar No. 12822  
11 1091 S. Cimarron Road, Suite A-1  
12 Las Vegas, Nevada 89145  
13 jmedrala@medralaw.com  
14 *Attorney for Thomas Lucas and*  
15 *Opportunity Homes, LLC*  
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on March 8, 2017, I served a true and correct copy of the foregoing DISCLAIMER OF INTEREST via the E-Service Master List for the above-referenced matter in the Eighth Judicial District Court’s e-filing system in accordance with the electronic service requirements of Administrative Order 14-2 and the Nevada Electronic Filing and Conversion Rules, and, if necessary, by depositing a copy of the same into the U.S. Postal Service at Las Vegas, Nevada, prepaid first-class postage affixed thereto, addressed to the following:

Edgar C. Smith, Esq.  
esmith@wrightlegal.net  
**WRIGHT, FINLAY & ZAK, LLP**  
7785 W. Sahara Ave., Suite 200  
Las Vegas, Nevada 89117  
*Attorney for Nationstar Mortgage, LLC*

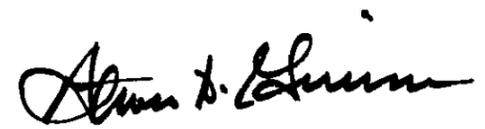
Nona Tobin  
2664 Olivia Heights Avenue  
Henderson, Nevada 89052  
nonatobin@gmail.com

/s/ Jakub P. Medrala  
By: \_\_\_\_\_  
An employee of  
The Medrala Law Firm, PLLC

# Exhibit 7

# Exhibit 7

ORIGINAL



CLERK OF THE COURT

1 DISI  
2 JOSEPH Y. HONG, ESQ.  
3 Nevada Bar No. 5995  
4 HONG & HONG, A PROFESSIONAL LAW CORPORATION  
5 10781 W. Twain Ave.  
6 Las Vegas, Nevada 89135  
7 Tel: (702) 870-1777  
8 Fax: (702) 870-0500  
9 Email: Yosuphonglaw@gmail.com

6 Attorney for Plaintiff/Counterdefendant

7  
8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F. )  
11 STOKES, as trustees of the JIMI JACK )  
12 IRREVOCABLE TRUST, )  
13 Plaintiff, )  
14 vs. )  
15 BANK OF AMERICA, N.A., )  
16 et al., )  
17 Defendants. )  
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28 )  
And related Claims. )

CASE NO. A720032  
DEPT. NO. XXXI

DISCLAIMER OF INTEREST

PLEASE TAKE NOTICE that YUEN K. LEE and F. BONDURANT, LLC. do not hold any interest in real property commonly known as 2763 White Sage Drive, Henderson, Nevada 89052, APN 191-13-811-052 (hereinafter "Subject Property"); therefore, they disclaim any interest in the Subject Property.

DATED this 13<sup>th</sup> day of March, 2017.



JOSEPH Y. HONG, ESQ.  
Nevada Bar No. 5995  
10781 W. Twain Ave.  
Las Vegas, Nevada 89135  
Attorney for Yuen K. Lee and  
F. Bondurant, LLC.

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**CERTIFICATE OF ELECTRONIC SERVICE**

Pursuant to NRCP 5(a), I certify that I am an employee of Joseph Y. Hong, Esq., and that on this 13<sup>th</sup> day of March, 2017, I served a true and correct copy of the foregoing **DISCLAIMER OF INTEREST** by electronic transmission through the Eighth Judicial District Court EFP system pursuant to NEFR 9 to counsel of record, as follows:

---

**Leach Johnson Song & Gruchow**

<b>Contact</b>	<b>Email</b>
Patty Gutierrez	<a href="mailto:pgutierrez@leachjohnson.com">pgutierrez@leachjohnson.com</a>
Terri Hansen	<a href="mailto:thansen@leachjohnson.com">thansen@leachjohnson.com</a>

---

**Leach Johnson Song Gruchow**

<b>Contact</b>	<b>Email</b>
Robin Callaway	<a href="mailto:rcallaway@leachjohnson.com">rcallaway@leachjohnson.com</a>

---

**Leach Johnson Song Gruchow**

<b>Contact</b>	<b>Email</b>
Ryan Reed	<a href="mailto:rreed@leachjohnson.com">rreed@leachjohnson.com</a>
Sean Anderson	<a href="mailto:sanderson@leachjohnson.com">sanderson@leachjohnson.com</a>

---

**Lipson, Neilson, Cole, Seltzer & Garin, P.C.**

<b>Contact</b>	<b>Email</b>
Darnell Lynch	<a href="mailto:dlynch@lipsonneilson.com">dlynch@lipsonneilson.com</a>
David Ochoa	<a href="mailto:dochoa@lipsonneilson.com">dochoa@lipsonneilson.com</a>
Kaleb Anderson	<a href="mailto:kanderson@lipsonneilson.com">kanderson@lipsonneilson.com</a>
Renee Rittenhouse	<a href="mailto:rrittenhouse@lipsonneilson.com">rrittenhouse@lipsonneilson.com</a>
Susana Nutt	<a href="mailto:snutt@lipsonneilson.com">snutt@lipsonneilson.com</a>

---

**Pro Se**

<b>Contact</b>	<b>Email</b>
Nona Tobin	<a href="mailto:nonatobin@gmail.com">nonatobin@gmail.com</a>

1 **The Medrala Law Firm, PLLC**

2 **Contact**

**Email**

3 Jakub P Medrala

[jmedrala@medralaw.com](mailto:jmedrala@medralaw.com)

4 Office

[admin@medralaw.com](mailto:admin@medralaw.com)

5 Shuchi Patel

[spatel@medralaw.com](mailto:spatel@medralaw.com)

6 **Wright, Finlay & Zak, LLP**

7 **Contact**

**Email**

8 Jason Craig

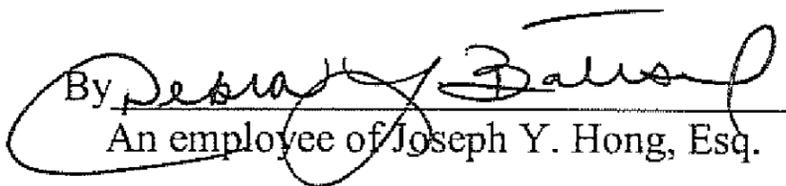
[jcraig@wrightlegal.net](mailto:jcraig@wrightlegal.net)

9 Michael Kelley

[mkelley@wrightlegal.net](mailto:mkelley@wrightlegal.net)

10 NVEfile

[nvefile@wrightlegal.net](mailto:nvefile@wrightlegal.net)

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13 By   
14 An employee of Joseph Y. Hong, Esq.  
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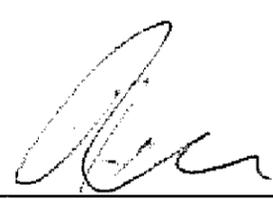


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F. BONDURANT, LLC, Counter Defendant            \$223.00  
YUEN K. LEE, Cross Defendant                        \$ 30.00  
**TOTAL REMITTED:                                        \$253.00**

DATED this 13<sup>th</sup> day of March, 2017.

HONG & HONG  
A Professional Law Corporation



---

JOSEPH Y. HONG, ESQ.  
State Bar No. 005995  
10781 West Twain Avenue  
Las Vegas, Nevada 89135  
Attorney for Counter Defendant and  
Cross Defendant  
*F. BONDURANT, LLC and YUEN K. LEE*

# Exhibit 8

# Exhibit 8

47

**Assessor's Parcel Number:**  
191-13-811-052

**Prepared By:**  
NONA TOBIN  
2664 Olivia Heights Ave  
Henderson, Nevada 89052

Inst #: 20170328-0001452  
Fees: \$19.00 N/C Fee: \$0.00  
RPTT: \$0.00 Ex: #007  
03/28/2017 11:51:02 AM  
Receipt #: 3042834  
Requestor:  
NONA TOBIN  
Recorded By: MAYSM Pgs: 4  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**After Recording Return To:**  
NONA TOBIN  
2664 Olivia Heights Ave.  
Henderson, Nevada 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED**

On March 27, 2017 THE GRANTOR(S),

- Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011,  
Nona Tobin, Trustee,

for and in consideration of: \$0.00 and/or other good and valuable consideration conveys, releases and quitclaims to the GRANTEE(S):

- Nona Tobin, an Individual, a single person, residing at 2664 Olivia Heights Ave,  
Henderson, Nevada County, Nevada 89052

the following described real estate, situated in HENDERSON, in the County of Clark,  
State of Nevada:

Legal Description: was obtained from the Clark County Recorder's Office.

SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances,

or any part thereof.

Close of the trust and assign interest to the sole beneficiary.

Mail Tax Statements To:  
NONA TOBIN  
2664 Olivia Heights Ave  
Henderson, Nevada 89052

**(SIGNATURE PAGE FOLLOWS]**

**Grantor Signatures:**

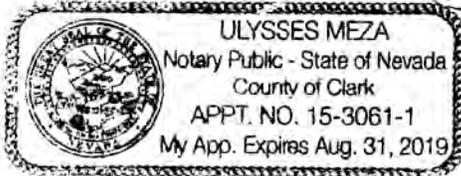
DATED: 3/27/17

Nona Tobin, Trustee

Nona Tobin, Trustee on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011

STATE OF NEVADA, COUNTY OF CLARK, ss:

This instrument was acknowledged before me on this 27<sup>th</sup> day of MARCH, 2017 by Nona Tobin on behalf of Gordon B. Hansen Trust, dated August 22, 2008, as amended August 10, 2011.



[Signature]  
Notary Public Ulysses Meza

Notary Public  
Title (and Rank)

My commission expires 08-31-2019

**STATE OF NEVADA  
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)  
 a. 191-13-811-052  
 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 \$ \_\_\_\_\_  
 b. Deed in Lieu of Foreclosure Only (value of property( \_\_\_\_\_ )  
 c. Transfer Tax Value: \$ \_\_\_\_\_  
 d. Real Property Transfer Tax Due \$ — 0 —

**4. If Exemption Claimed:**

a. Transfer Tax Exemption per NRS 375.090, Section 7  
 b. Explain Reason for Exemption: out of trust, close trust  
without consideration

5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

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

Signature Nona Tobin Capacity: Trustee  
 Signature Nona Tobin Capacity: \_\_\_\_\_

**SELLER (GRANTOR) INFORMATION**

**BUYER (GRANTEE) INFORMATION**

*Gordon B. Hansen (REQUIRED) by*  
 Print Name: NONA TOBIN, Trustee  
 Address: 2664 Olivia Heights  
 City: Henderson  
 State: NV Zip: 89052

(REQUIRED)  
 Print Name: NONA TOBIN  
 Address: 2664 Olivia Heights  
 City: Henderson  
 State: NV Zip: 89052

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

Print Name: \_\_\_\_\_ Escrow # \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# Exhibit 9

# Exhibit 9

2

Inst #: 20141201-0000518

Fees: \$18.00

N/C Fee: \$0.00

12/01/2014 09:00:43 AM

Receipt #: 2235133

Requestor:

NATIONSTAR MORTGAGE

Recorded By: SAO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:

Nationstar Mortgage

When Recorded Return To:

DOCUMENT ADMINISTRATION

Nationstar Mortgage

2617 COLLEGE PARK

SCOTTSBLUFF, NE 69361



**CORPORATE ASSIGNMENT OF DEED OF TRUST**

**Clark, Nevada**

**SELLER'S SERVICING #:0618315261 "HANSEN"**

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY PERSON.

Date of Assignment: October 23rd, 2014

Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Assignee: NATIONSTAR MORTGAGE LLC at 350 HIGHLAND DRIVE, LEWISVILLE, TX 75067

Executed By: GORDON B. HANSEN, AN UNMARRIED MAN. To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN

Date of Deed of Trust: 07/15/2004 Recorded: 07/22/2004 in Book: 20040722 as Instrument No.: 0003507 In the County of Clark, State of Nevada.

Assessor's/Tax ID No. 191-13-811-052

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Deed of Trust having an original principal sum of \$436,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Deed of Trust.

TO HAVE AND TO HOLD the said Deed of Trust, and the said property unto the said \*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NATTO1NATNA000000000000000521839\* NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

Assignee forever, subject to the terms contained in said Deed of Trust. IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT

On 10/29/14

By: *Nisha Dietrich*  
Nisha Dietrich  
Assistant Secretary

STATE OF Nebraska  
COUNTY OF Scotts Bluff

On 10-24-2014, before me, Traci J Garton,  
a Notary Public in and for Scotts Bluff in the State of Nebraska, personally appeared  
Nisha Dietrich, Assistant Secretary, personally known to me (or 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, and that by his/her/their signature on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

*Traci J Garton*  
Traci J Garton  
Notary Expires 10/25/2016



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

\*VSR\*VSRNATN\*10/23/2014 03:08:21 PM\* NATT01NATNA000000000000000521839\*  
NVCLARK\* 0618315261 NVCLARK\_TRUST\_ASSIGN\_ASSN \* \*CKNATN\*

# Exhibit 10

# Exhibit 10

Inst #: 20190308-0002789  
Fees: \$40.00  
03/08/2019 02:12:46 PM  
Receipt #: 3851599  
Requestor:  
NATIONSTAR MORTGAGE LLC  
Recorded By: DECHO Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER  
Src: PRIORITY MAIL  
Ofc: MAIN OFFICE

Prepared By and Return To:  
Nationstar Mortgage LLC  
Attention: Assignments  
4000 Horizon Way  
Irving, TX 75063

APN #: 191-13-811-052

Space above for Recorder's use

Loan No: [REDACTED] 5261

### RESCISSION OF ASSIGNMENT OF DEED OF TRUST

Through inadvertence and mistake the undersigned executed an Assignment of Deed of Trust referenced below in the official records of said county. The undersigned, being duly sworn and state under oath that they hereby INVALIDATE and NULLIFY the assignment to the same extent and effect as though the assignment had never been issued and recorded.

Filed of Record: 12/01/2014 In Book/Liber/Volume N/A, Page N/A,  
Document/Instrument No: 20141201-0000518 in the Recording District of CLARK, NEVADA

Assignor: BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS  
SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP

Assignee: NATIONSTAR MORTGAGE LLC

The Assignment of Deed of Trust refers to the following described Deed of Trust:

Borrower(s): GORDON B. HANSEN, AN UNMARRIED MAN

Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR  
WESTERN THRIFT & LOAN

Filed of Record: 07/22/2004 in Book/Liber/Volume N/A, Page N/A, Instrument No: 20040722-0003507 in the  
Recording District of CLARK, NEVADA

Legal Description: SEE EXHIBIT "A" ATTACHED

Property more commonly described as: 2763 WHITE SAGE DR, HENDERSON, NV 89052

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: FEB 25 2019 FEB 25 2019

**BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-FACT**

By: Mohamed Hameed  
Title: Vice President

Witness Name: OMAR JASPER

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

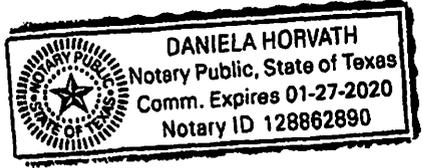
State of Texas  
County of Dallas

**FEB 25 2019**

**Daniela Horvath**

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally appeared Mohamed Hameed, Vice President of/for **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-FACT**, personally known to me, or 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 Texas that the foregoing paragraph is true and correct. I further certify Mohamed Hameed, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal.  
Daniela Horvath  
(Notary Name): Daniela Horvath  
My commission expires: JAN 27 2020



**LEGAL DESCRIPTION:**

**LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 PHASE 2, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 102 OF PLATS, PAGE 80, IN THE OFFICE OF THE COUNTY RECORDED, CLARK COUNTY, NEVADA.**

**APN #: 191-13-811-052**

# Exhibit 11

# Exhibit 11



CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION F/K/A FIRST UNION NATIONAL BANK BY NATIONSTAR MORTGAGE LLC ITS ATTORNEY-IN-FACT  
On February 25th, 2019

By:   
MOHAMED HAMEED, Vice-President

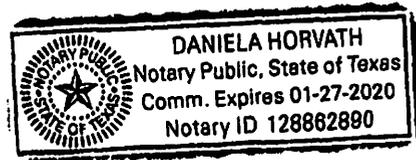
STATE OF Texas  
COUNTY OF Dallas

On February 25th, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me (or 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, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
DANIELA HORVATH

Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

Mail Tax Statements To: GORDON HANSEN, 2763 WHITE SAGE DR, HENDERSON, NV 89052

\*VSR\*VSRNATN\*02/25/2019 10:05:00 AM\* NATTO1NATNA00000000000000521839\*  
NVCLARK\* NVCLARK\_TRUST\_ASSIGN\_ASSN \* AM9\*AM9NATT\*

# Exhibit 12

# Exhibit 12

RECORDING REQUESTED BY

When Recorded Mail To:  
**AFTER RECORDING RETURN TO**  
ATTN: POA  
4000 Horizon Way  
Irving, TX 75063

---

Space Above This Line Reserved for Recorder's Use

**LIMITED POWER OF ATTORNEY**

**KNOW ALL PERSONS BY THESE PRESENTS:**

THAT, WELLS FARGO BANK, N.A., including as successor to the entities listed on Schedule I attached hereto ("Wells Fargo"), by these presents does hereby make, constitute and appoint Nationstar Mortgage LLC ("Nationstar"), Wells Fargo's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in Wells Fargo's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to that certain Servicing Rights Release and Transfer Agreement dated as of December 28, 2015, between Wells Fargo and Nationstar, under the terms of which Wells Fargo transferred servicing for certain mortgage loans (such loans, the "Loans") to Nationstar. Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Limited Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by Wells Fargo or a prior transferor, including, but not limited to note endorsements, but specifically ***excluding affidavits or other sworn statements***;
4. Endorse all checks, drafts and/or other negotiable instruments made payable to Wells Fargo as payments by borrowers in connection with the Loans;
5. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");
6. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; closing disclosures; and any other document necessary to effect the transfer of REO Property;

7. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans; and
8. Execute or file assignments of foreclosure bid or assignments of judgment.

With respect to the Actions, Wells Fargo gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nationstar hereby agrees to indemnify and hold Wells Fargo harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by Nationstar. The foregoing indemnity shall survive the termination of this Limited Power of Attorney.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York without regard to conflicts of law principles of such state and is valid only for a period of six (6) months from April 1, 2016 unless cancelled prior to said date.

IN WITNESS WHEREOF, Wells Fargo Bank, N.A. has caused these presents to be signed and acknowledged in its name and behalf by Jacalyn Priestley, its duly elected and authorized Vice President, and by Lannie Montag its duly elected and authorized Vice President, on this 1<sup>st</sup> day of April, 2016.

NO CORPORATE SEAL

WELLS FARGO BANK, N.A.

Debbie Hunt  
Witness: Debbie Hunt

By: Jacalyn Priestley  
Name: Jacalyn Priestley  
Title: Vice President

Mike Underwood  
Witness: Mike Underwood

By: Lannie Montag  
Name: Lannie Montag  
Title: Vice President

Susanel Brown  
Attest: [Notary] Susan Brown

CORPORATE ACKNOWLEDGMENT

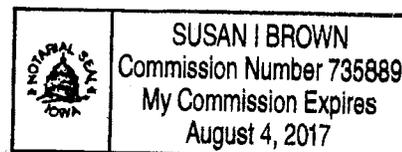
State of Iowa  
County of Dallas

On this 1<sup>st</sup> day of April, 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jacalyn Priestley and Lannie Montag, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as Vice President and Vice President and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature: Susanel Brown

My commission expires: 8/4/17



SCHEDULE I

Wells Fargo Bank, N.A, successor by merger to Wells Fargo Home Mortgage, Inc.

Wells Fargo Bank, N.A., successor by merger to Wachovia Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A.

Wells Fargo Bank, N.A., successor by merger to SouthTrust Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., f/k/a Norwest Mortgage, Inc.

Wells Fargo Bank, N.A. doing business as America's Servicing Company (ASC)

Wells Fargo Bank, N.A. doing business as America's Mortgage Outsource Program

Wells Fargo Bank, N.A. successor by consolidation to Wells Fargo Bank Texas, N.A.

Wells Fargo Home Mortgage, a division of Wells Fargo Bank, N.A.

Wells Fargo Bank, N.A., successor by merger to Wells Fargo Home Mortgage, Inc., successor by merger to CrossLand Mortgage Corp.

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to First Union National Bank

Wells Fargo Bank, N.A., successor by merger to Wachovia Mortgage Corporation  
f/k/a First Union Mortgage Corporation

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to First Union National Bank, successor by merger to First Union Bank of Connecticut,  
successor by merger to Centerbank Mortgage Company

Wells Fargo Bank, N.A., successor by merger to Wachovia Bank, N.A., successor by merger to SouthTrust Bank

# Exhibit 13

# Exhibit 13

3

Inst #: 20150312-0002285

Fees: \$22.00

N/C Fee: \$0.00

03/12/2015 12:11:44 PM

Receipt #: 2345255

Requestor:

WELLS FARGO BANK NA

Recorded By: CYV Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessor's/Tax ID No. 191-13-811-052

Recording Requested By:  
WELLS FARGO BANK, N.A.

When Recorded Return To:  
LIEN RELEASE DEPT  
WELLS FARGO BANK, N.A.  
HOME EQUITY SERVICING OPS  
P.O. BOX 31557  
BILLINGS, MT 59107



**SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE**

WF HOME EQUITY #:83765053779811998 "HANSEN" Lender ID:0 Clark, Nevada  
THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED  
FOR RECORDING DOES NOT CONTAIN PERSONAL INFORMATION ABOUT ANY  
PERSON.

WELLS FARGO BANK, N.A. is the present Beneficiary of that certain Deed of Trust Dated:  
04/16/2007 , made by GORDON B HANSEN AN UNMARRIED MAN as Trustor, with  
AMERICAN SECURITIES COMPANY OF NEVADA as Trustee, for the benefit of WELLS  
FARGO BANK, N.A. as Original Beneficiary, which said Deed of Trust was recorded 05/10/2007  
in the Office of the County Recorder of Clark State of Nevada, in Book: N/A Page: N/A as  
Instrument No.: 20070510-0001127 wherein said present Beneficiary hereby substitutes WELLS  
FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION as  
Trustee in lieu of the above-named Trustee under said Deed of Trust.

Property Address: 2763 WHITE SAGE DR, HENDERSON, NV 89052

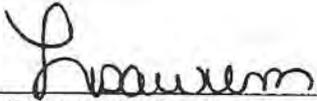
IN WITNESS WHEREOF, WELLS FARGO BANK, N.A. 2324 OVERLAND AVE,  
MAC# B6955-014, BILLINGS, MT 59102-6401 as present Beneficiary and WELLS FARGO  
FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 2324  
OVERLAND AVE, MAC# B6955-014, BILLINGS, MT 59102-6401 as Substituted Trustee,  
have caused this instrument to be executed, each in its respective interest;

\*LJW\*LJWWFMH\*03/02/2015 03:11:03 PM\* WFCM07WFMH00000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \*\*TMGWFMH\*

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 2 of 3

WELLS FARGO BANK, N.A.

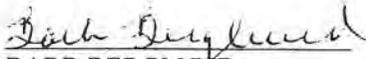
On March 2nd, 2015

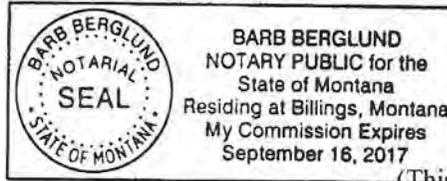
By:   
LISA WILM, Vice President Loan  
Documentation

STATE OF Montana  
COUNTY OF Yellowstone

On March 2nd, 2015, before me, BARB BERGLUND, a Notary Public, personally appeared LISA WILM, Vice President Loan Documentation, personally known to me (or 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, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
BARB BERGLUND  
Notary Expires: 09/16/2017



(This area for notarial seal)

WELLS FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION hereby accepts said appointment as Trustee under said Deed of Trust and as Successor Trustee pursuant to the request of said present Beneficiary and in accordance with the provisions of said Deed of Trust does hereby reconvey without warranty to the person or persons legally entitled thereto all estate now held by it under said Deed of Trust.

By WELLS FARGO FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION as Trustee  
On March 2nd, 2015

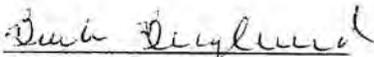
  
LISA WILM, VICE PRESIDENT LOAN DOCUMENTATION

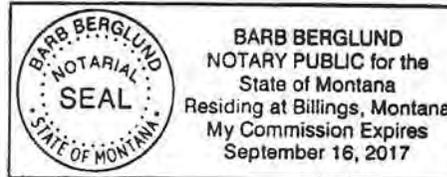
\*LJW\*LJWWFMH\*03/02/2015 03:11:04 PM\* WFMC07WFMH0000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \*\*TMGWFMH\*

STATE OF Montana  
COUNTY OF Yellowstone

On March 2nd, 2015, before me, BARB BERGLUND, a Notary Public, personally appeared LISA WILM, VICE PRESIDENT LOAN DOCUMENTATION, personally known to me (or 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, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
BARB BERGLUND  
Notary Expires: 09/16/2017



(This area for notarial seal)

Mail Tax Statements To: GORDON B HANSEN, 2664 OLIVIA HEIGHTS AVE,  
HENDERSON, NV 890527039

\*LJW\*LJWWFMH\*03/02/2015 03:11:04 PM\* WFMCO7WFMH0000000000000000285633\*  
NVCLARK\* 83765053779811998 NVCLARK\_TRUST\_SUB \*\*TMGWFMH\*

# Exhibit 14

# Exhibit 14

Inst #: 20150817-0001056  
Fees: \$18.00  
N/C Fee: \$0.00  
08/17/2015 09:48:58 AM  
Receipt #: 2527959  
Requestor:  
SPL INC.  
Recorded By: GWC Pgs: 2  
**DEBBIE CONWAY**  
CLARK COUNTY RECORDER

Recording Requested By:  
Title 365

When Recorded Mail To:  
**First American Trustee Servicing Solutions, LLC**  
1500 Solana Blvd, Bldg 6, 1st Floor  
Westlake, TX 76262

APN: 191-13-811-052

---

TS No.: **NV1500270670**  
TSG No.: **730-1508685-70**  
Borrower.: **GORDON B HANSEN**

### **SUBSTITUTION OF TRUSTEE**

WHEREAS,  
**GORDON B. HANSEN, AN UNMARRIED MAN**

was the original Trustor, **JOAN H. ANDERSON** was the original Trustee, and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN** was the original Beneficiary under that certain Deed of Trust Dated **07/15/2004** and recorded on **07/22/2004** as Instrument No. **20040722-0003507**, 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 substitute, **First American Trustee Servicing Solutions, LLC** whose address is: **1500 Solana Blvd, Bldg 6, 1st Floor, Westlake, TX 76262**, 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.

SUBSTITUTION OF TRUSTEE - PAGE 2

NEVADA

TS No.: NV1500270670  
TSG No. : 730-1508685-70

WELLS FARGO BANK, NATIONAL ASSOCIATION, AS  
SUCCESSOR TO WACHOVIA BANK, NATIONAL  
ASSOCIATION FKA FIRST UNION NATIONAL BANK BY  
NATIONSTAR MORTGAGE LLC AS ITS ATTORNEY-IN-  
FACT

Rebecca C Wallace 8-6-15

Date: 8-6-15

Rebecca C Wallace - Assistant Secretary

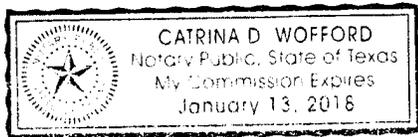
State Of: Texas

County Of: Denton

Before me, Catrina D. Wofford on this day personally appeared  
Rebecca C Wallace, known to me to be the person whose name is subscribed to the  
foregoing instrument and acknowledged to me that this person executed the same for the  
purposes and consideration therein expressed.

Given under my hand and seal of office this 6<sup>th</sup> day of August, A.D., 2015.

Catrina D. Wofford (Notary Seal)



# Exhibit 15

# Exhibit 15

VI WBCD LOAN # [REDACTED] 5232  
MIN: [REDACTED]

**NOTE**

**JULY 15, 2004**  
[Date]

**HENDERSON,**  
[City]

**NEVADA**  
[State]

**2763 White Sage Dr, Henderson, NV 89052**  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. **\$436,000.00** (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK**.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of **6.250%**.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **1ST** day of each month beginning on **SEPTEMBER 1, 2004**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **AUGUST 1, 2034**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at

**1101 W MOANA  
SUITE 2  
RENO, NV 89509**

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. **\$2,684.53**.

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000%** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

Initials: *[Signature]*



**PAY TO THE ORDER OF**  
Flagstar Bank, FSB

**WITHOUT RECOURSE**

Western Thrift + Loan  
By: Lashunna Dinkins  
Lashunna Dinkins  
Loan Operations Associate

**PAY TO THE ORDER OF**

**WITHOUT RECOURSE**  
COUNTRYWIDE HOME LOANS, INC

BY: David A. Spector  
David A. Spector  
Managing Director

**PAY TO THE ORDER OF**  
Countrywide Home Loans, Inc.

**WITHOUT RECOURSE**  
FLAGSTAR BANK, FSB

By: Melinda McNeal  
Melinda McNeal, Vice President

By: Debra J. Beauvais  
Debra J. Beauvais, Assistant Vice President



2783 White Sage Dr Henderson, NV 89052



5232

# EXHIBIT 16

# EXHIBIT 16

# Supreme Judicial Court

FOR THE COMMONWEALTH OF MASSACHUSETTS

No. SJC-11041

---

HENRIETTA EATON,  
PLAINTIFF-APPELLEE,

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION & ANOTHER,  
DEFENDANTS-APPELLANTS.

---

ON APPEAL FROM THE APPEALS COURT SINGLE JUSTICE

---

**BRIEF OF *AMICUS CURIAE* MARIE MCDONNELL, CFE**

---

Maric McDonnell, CFE  
*Mortgage Fraud and Forensic Analyst*  
*Certified Fraud Examiner*

Truth In Lending Audit & Recovery Services, LLC  
P.O. Box 2760, Orleans, MA 02653  
Tel. (508) 255-8829 Fax (508) 255-9626  
E-Mail: [Maric.McDonnell@truthinlending.net](mailto:Maric.McDonnell@truthinlending.net)  
Website: <http://truthinlending.net>

Dated: September 30, 2011

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**TABLE OF AUTHORITIES**

**CASES:**

U.S. Bank National Association v. Ibanez and Wells  
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**STATEMENT OF AMICUS INTEREST**

I, Marie McDonnell, am a *Mortgage Fraud and Forensic Analyst* and a credentialed *Certified Fraud Examiner*. I am the founder and managing member of Truth In Lending Audit & Recovery Services, LLC of Orleans, Massachusetts and have twenty-four years' experience in transactional analysis, mortgage auditing, and mortgage fraud investigation. I am also the President of McDonnell Property Analytics, Inc., a litigation support and research firm that provides mortgage-backed securities research services and foreclosure forensics to attorneys nationwide. McDonnell Property Analytics also advises and performs services for county registers of deeds, attorneys general, courts and other governmental agencies.

I am the same Marie McDonnell who provided *amicus briefs* to the Massachusetts Land Court and to the Massachusetts Supreme Judicial Court in the landmark cases *U.S. Bank National Association v. Ibanez* and *Wells Fargo Bank, N.A. v. LaRice*, 458 Mass. 637 (2011) in which the courts vacated two foreclosures

prosecuted by trustees of securitization trusts.<sup>1</sup> My seminal contribution was to shift the debate beyond defective assignments of mortgage to an examination of the fatal breaks in the chain of title that occurred due to the utter failure of the entities that securitized these mortgages to document the transfers between themselves.

More recently, John O'Brien, Register of the Essex Southern District Registry of Deeds in Salem, Massachusetts, commissioned McDonnell Property Analytics, Inc. to conduct a forensic examination to test the integrity of his registry due to his concerns that: 1) Mortgage Electronic Registration Systems, Inc. ("MERS") boasts that its members can avoid recording assignments of mortgage if they register their mortgages into the MERS System; and 2) due to the robo-signing scandal spotlighting Linda Green as featured in a 60 Minutes exposé on the subject earlier this spring.

---

<sup>1</sup> McDonnell's *Amicus* Brief is available on the Massachusetts Supreme Judicial Court's website at: [http://www.ma-appellatecourts.org/search\\_number.php?dno=SJC-10694&get=Search](http://www.ma-appellatecourts.org/search_number.php?dno=SJC-10694&get=Search).

I accepted this assignment on a pro bono basis because of its high and urgent value to the public trust, and to educate the 50 Attorneys General who are brokering a settlement with the subject banks in an attempt to resolve fraudulent foreclosure practices. My entire report with exhibits is available at no charge to the public at: <http://salemdeeds.com> and at <https://www.truthinlending.net>.

I defined the scope of the examination by selecting all assignments of mortgage that were recorded during the year 2010 to and from three of the nation's largest banks: JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., and Bank of America, N.A. The sample was neither random nor arbitrary; we included every assignment that appeared in the Grantor / Grantee index using the registry's online search engine. The study included 147 assignments involving JPMorgan Chase; 278 assignments involving Wells Fargo Bank; and 140 assignments involving Bank of America.

Before examining the documents, I enlisted the help of Attorney Jamie Ranney of Nantucket, Massachusetts to establish definitions of terms based on Massachusetts law that I could rely upon to determine whether an assignment was either: *valid*,

*missing, questionable, invalid, fraudulent, or criminally fraudulent.* These definitions are attached as "Exhibit A" to my report; "Exhibit B" explains my methodology, protocols and practical applications for classifying assignments of mortgage according to the prescribed definitions; "Exhibit C" is a list of robo-signers that we identified which also provides information on whom the robo-signors executed documents for, who they were actually employed by (if we knew), and how many documents they executed.

From there, we researched the underlying mortgage and assembled all documents cross-indexed thereto such as prior assignments of mortgage, discharges of mortgage, orders of notice, and all documents recorded in connection with a completed foreclosure. This increased the population of examined documents to approximately 2,000. In total, 473 unique mortgages were analyzed, covering \$129,577,415 in principal obligations.

The results of my investigation were shocking and revealed widespread, systemic, patterns of practice of fraud and abuse by the mortgage banking and servicing industries; and especially by their controversial private utility, Mortgage Electronic Registration

Systems, Inc. which has eviscerated transparency from the time-honored public recording system, and so defiled the integrity of the Southern Essex District Registry of Deeds that John O'Brien has called for a full forensic audit of his registry.

With respect to transparency i.e., how often could we track the true, current owner of a given mortgage, we found:

- Using our forensic tools and methods (typically unavailable to the general public and registry staff), we were able to trace ownership to only 287 of 473 mortgages (60%).
- 46% of mortgages were MERS registered; and 47% were owned by the Government Sponsored Enterprises (i.e., Fannie Mae, Freddie Mac, Ginnie Mae), respectively. Typically ownership of these mortgages is highly obscure.
- 37% of mortgages were securitized into public trusts (as opposed to private trusts), which are typically more discoverable through use of forensic tools and high cost, subscription-based databases.

With respect to the integrity of the chain of title i.e., how valid (legal) are the assignments of mortgage that we examined, we found:

- Only 16% of all assignments examined are valid.
- 75% of all assignments examined are invalid and an additional 8.7% are questionable (require more data.)

- 27% of the invalid assignments are fraudulent; 35% are "robo-signed;" and 10% violate the Massachusetts Mortgage Fraud Statute (M.G.L. Ch. 266 §35A(b) (4) .
- 683 assignments are missing, translating to approximately \$180,000 in lost recording fees per 1,000 mortgages whose current ownership can be traced.

My audit of the Southern Essex District Registry of Deeds is relevant here because Henrietta Eaton's situation is a case in point of what typically happens when Fannie Mae, its Servicer, and Mortgage Electronic Registration Systems, Inc. conspire to suppress the identity of the true owner and holder of a borrower's note and mortgage so that they can illegally foreclose upon the collateral property without raising suspicion.

My interest in offering this *amicus* brief is simply to shed the light of the truth on the documentary evidence available in the public record so that this venerable Court will not be fooled by the charade that is playing out before it now.

I offer my services here *pro bono* as a public service. I have not requested, accepted nor received any compensation for my efforts; nor do I have a stake

in the outcome of the litigation except to see that justice prevails.

#### STATEMENT OF THE ISSUES

1. The issue presented is the validity of a foreclosure conducted by a [successor] mortgagee who [took the mortgage by assignment and purported to] hold the mortgage but not the underlying promissory note at the time of foreclosure.

2. A condition precedent to resolving issue # 1 is to establish that the successor mortgagee seeking to foreclose can prove that it received a valid assignment of the mortgage from a party that itself held the mortgage. If more than one transfer was involved, the successor mortgagee must be able to provide a complete unbroken chain of assignments linking it to the record holder of the mortgage.<sup>2</sup>

3. If issue #2 fails, then issue #1 becomes academic in nature with respect to the instant case; however, the Supreme Judicial Court's ruling will be of inestimable value to other matters that involve the separation of the note from the mortgage due to

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<sup>2</sup> See U.S. Bank v. Ibanez, 458 Mass. 637 (2011).

securitization, the use of Mortgage Electronic Registration Systems, Inc., or inadvertence.

**STATEMENT OF THE CASE AND FACTS**

*Amicus Curiae* McDonnell hereby adopts the statement of the case and facts presented by the Plaintiff-Appellee, Henrietta Eaton, in her Brief of Appellee docketed with the Massachusetts Supreme Judicial Court on September 23, 2011 in the instant appeal.

However, also relevant to this case - indeed, essential - are critical facts that arise upon an examination of the assignment of mortgage recorded in the Suffolk County Registry of Deeds on May 20, 2009 at Book 44958 Page 249 by which Mortgage Electronic Registration Systems, Inc. as nominee for BankUnited, FSB purports to assign and transfer to Green Tree Servicing LLC all its right, title and interest in and to the Eaton mortgage.

Simply put, if the operative assignment is shown to be invalid, the issue of whether or not a mortgagee who neither owns nor holds the note can foreclose on the collateral property becomes academic in nature.

Moreover, if the assignment is invalid, the foreclosure of the Eaton property would fail as a

matter of law without having to consider the "splitting factor" i.e., that the note and mortgage are held by different entities.

Finally, if the assignment is invalid neither of the Defendants, Green Tree Servicing LLC nor its assignee Federal National Mortgage Association, have the requisite standing to invoke the jurisdiction of the Massachusetts courts.

Plaintiff-Appellee Eaton has pleaded her case well both in the Housing Court, the Suffolk County Superior Court, and before this Supreme Judicial Court. She has properly cited Massachusetts common law, the relevant statutes, and the terms of the mortgage contract itself, all of which require unification of the note and mortgage prior to the institution of a foreclosure action.

The law of this case, which will ultimately resolve issue #1, is well settled and does not require the Supreme Judicial Court to pay deference to the business models, innovations, rules and customs that the mortgage banking industry has adopted which have wreaked havoc of cataclysmic proportions throughout all sectors of our economy and have had far-reaching

effects on other sovereign nations and emerging markets around the globe.

What is baffling here is that the Defendant-Appellees who stand to profit from the instant foreclosure are purposely suppressing the identity of the "real party in interest." This Honorable Court should want to know, why is that? What's there to hide? What's there to gain? And how does this tie into the ever-increasing lack of transparency I quantified after auditing the Southern Essex Registry of Deeds?

#### SUMMARY OF THE ARGUMENT

*Amicus Curiae* McDonnell hereby adopts and ratifies the arguments, citations to relevant common law, Massachusetts General Laws, and the operative terms of the mortgage contract presented by the Plaintiff-Appellee, Henrietta Eaton, in her Brief of Appellee docketed with the Massachusetts Supreme Judicial Court on September 23, 2011 in the instant appeal.

Further, I argue below that not only does the Eaton mortgage require that the Note and the attendant Security Interest ("Mortgage") be transferred together when sold; but the policies and procedures of Defendant-Appellant Federal National Mortgage

Association ("Fannie Mae") require that its Loan Servicer hold both the note and the mortgage prior to instituting a foreclosure action. Additionally, if required by Applicable Laws, the Loan Servicer must also gain physical possession of the note by submitting a Request for Release of Documents from Fannie Mae's Document Custodian. . (See Exhibit A. - Fannie Mae Announcement 08-12, 5/23/2008)

Having an understanding of Fannie Mae's policies and procedures helps to explain why Mortgage Electronic Registration Systems, Inc. ("MERS") functions as it does, especially when a MERS Member is prosecuting a foreclosure action. However, as will become apparent, Fannie Mae's protocols and MERS' Rules are in direct conflict with the Massachusetts General Laws governing foreclosure.

The pivotal Assignment of Mortgage ("Assignment") that purports to transfer the Eaton Mortgage from Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for BankUnited, FSB to Green Tree Servicing LLC ("Green Tree") is invalid for a variety of reasons explained in detail below.

Moreover, the purpose of this Assignment is not to memorialize a true sale of the Note and Mortgage to

the Assignee; but rather, it is a litigation tool designed to close the gap in the chain of title so that it appears in the public record that the Assignee, Green Tree in this case, had the legal right to foreclose the property. This sham Assignment is a necessary precursor to the ultimate recordation of the Foreclosure Deed; otherwise, Registers of Deeds would not allow title to pass to the foreclosing entity.

It is incumbent upon consumers, their attorneys, registry staff, clerks of court, and judges to learn how to recognize these sham assignments because they are corrupting the chain of title in our land records; and because, once recorded, courts afford them deference rather than seeing them for what they are: counterfeits, forgeries and utterings.

The MERS System is no replacement for the time-honored public land recording system that is the foundation of our freedom, our prosperity, and our American way of life. By privatizing property transfer records MERS has been allowed to set up a "control fraud" of epic proportions that has facilitated the largest transfer of wealth in human history, and it should be abolished.

I have copious evidence that the MERS System simply does not do what it claims to do. It is incomplete, inaccurate, misleading, unreliable, self-contradictory, and asynchronous with the timing of events as they actually happened. Moreover, I have witnessed that certain entries reflected in MERS Milestone Reports appear to have been made during the course of litigation in an attempt to square MERS's internal records with the timeline of external events. Indeed, the "New Man at MERS," Bill Beckman was just interviewed by Mortgage Technology Magazine and he frankly admits: "We did not have a robust process to make sure that all the data on our system was accurate, timely and reliable. Our view was that is the servicer's data and they're relying on it for their own transactions, they're using their own systems, so we don't have to double check...Well, the regulators took the perspective of, 'No. You've got your name on it. It's your system. It is being used, but you don't know exactly the way it's being used, so there's no reason those two things shouldn't line up.'" (See Exhibit G. - The New Man at Mortgage Electronic Registration Systems, Inc., Bill Beckman Interview)

**ARGUMENT****I. THE MORTGAGE CONTRACT CONTROLS.**

On September 12, 2007, Henrietta L. Eaton ("Eaton" or "Appellee") executed a Note in favor of BankUnited, FSB to obtain funds in the amount of \$145,000.00. The terms of the subject Note indicate that the principal amount would be financed at a fixed interest rate of 6.875% per annum; and that the monthly installments of \$952.55 beginning on November 1, 2007 would be sufficient to fully amortize the obligation over the thirty (30) year term to maturity by October 1, 2037. (See Exhibit B. - Note, 9/12/2007)

To guarantee the debt, Eaton executed a Mortgage encumbering residential property located at 141 Deforest Street, Roslindale, Massachusetts 02131 ("Property"). The Mortgage names BankUnited, FSB ("BankUnited") as the Lender and defined "MERS" as Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. (See Exhibit C. - Mortgage, 9/12/2007)

The Mortgage in question is what is known as a MERS Original Mortgage ("MOM") and is being tracked in the Mortgage Electronic Registration Systems, Inc. database as MIN #100526500053612901. MERS reports that as of June 24, 2011, the status of the Eaton Mortgage is "Inactive" meaning that the servicing rights and the beneficial ownership rights in the Mortgage are no longer being tracked in the MERS System. It also indicates that Green Tree Servicing LLC was the last Servicer of record and that *Fannie Mae* was the Investor, i.e. owner and holder of the Mortgage Loan at the time the Mortgage was deactivated. (See Exhibit D. - MERS Research Results)

A close reading of the Note and Mortgage clearly indicates that the contract is between Eaton as Borrower and BankUnited as Lender. MERS has no position in the Note and is not authorized to take any action on behalf of the Lender under the terms thereof. The Mortgage, on the other hand, provides that MERS may take certain actions on behalf of the Lender if so directed by the Lender or the Lender's successors and assigns. The granting clause reads as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Suffolk which currently has the address of 141 Deforest Street, Roslindale, Massachusetts 02131.

There is no contractual language in the Mortgage that gives MERS the independent right to enforce the Note and Mortgage; or even to assign its position in the Mortgage without the express direction and authorization of the Lender or the Lender's successors and assigns.

The Mortgage contains notice to the Borrower that the instruments memorializing the mortgage obligation may be sold; however, the clear representation made to Eaton was that her Note and Mortgage, if sold, would move together and remain inextricably linked. The relevant section of the uniform covenants contained in the Mortgage reads as follows:

¶ 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower.

A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. [Emphasis supplied]

Thus, irrespective of whether or not MERS is involved in a nominal capacity, the Mortgage must follow the Note pursuant to the strict language of the contract between the parties. Notwithstanding MERS' overall scheme to avoid the recording of Assignments in the public records, the Lender or the Lender's successor and assigns are bound to do so under the terms of the mortgage contract and all Applicable Laws as explained further below.

Massachusetts General Laws Chapter 183 governing the recording of documents in the county Registry of Deeds does not specify when an assignment of mortgage must be recorded. The presumption here is that all assignees would want to record their position in order to protect themselves from the risk of loss. While auditing the Southern Essex District Registry of Deeds, we came across numerous assignments that were recorded as much as ten (10) years after the mortgage had been discharged. Those were an obvious attempts to

close the gap in the chain of title which stands for the proposition that, eventually all valid assignments must be recorded to maintain the integrity of title to real property.

In contrast, M.G.L. Ch. 185 § 67 is explicit on this subject and requires that all assignments affecting registered land *shall* be registered. The statute in its entirety states emphatically:

The owner of registered land may mortgage it by executing a mortgage deed. Such deed may be assigned, extended, discharged, released in whole or in part, or otherwise dealt with by the mortgagee by any form of deed or instrument sufficient in law for the purpose. *But such mortgage deed, and all instruments which assign, extend, discharge and otherwise deal with the mortgage, shall be registered, and shall take effect upon the title only from the time of registration.* [Emphasis supplied]

The clear statutory requirement codified in M.G.L. Ch. 185, § 67 establishes that all instruments that assign the mortgage shall be registered. If nothing else, common sense dictates that this requirement carries over to recorded land as well; otherwise, in a situation where a property consists of an assemblage of both recorded land and registered land, the result would be absurd i.e., the chain of title to Parcel I would be different from Parcel II

even though both lots were equally impacted by the same transactions. This is not a hypothetical situation as I have just completed an analysis of a case involving this scenario.

**II. THE PIVOTAL ASSIGNMENT OF MORTGAGE THAT PURPORTS TO TRANSFER THE EATON MORTGAGE TO DEFENDANT GREEN TREE IS INVALID.**

Black's Law Dictionary defines the term *valid* as "having legal strength or force, executed with proper formalities, incapable of being rightfully overthrown or set aside... Founded on truth of fact; capable of being justified; supported, or defended; not weak or defective...Of binding force; legally sufficient or efficacious; authorized by law...as distinguished from that which exists or took place in fact or appearance, but has not the requisites to enable it to be recognized and enforced by law." (See Black's Law Dictionary, Sixth Edition, © 1990, page 1550)

My examination of the Assignment of Mortgage recorded in the Suffolk County Registry of Deeds on May 20, 2009 at Book 44958 Page 249 by which Mortgage Electronic Registration Systems, Inc. as nominee for BankUnited, FSB purports to assign and transfer to Green Tree Servicing LLC all its right, title and interest in and to the Eaton mortgage revealed the

following facts: (See Exhibit E. Assignment of Mortgage)

1. The Appellants state in their Brief that, "After the loan was funded, the Note was endorsed in blank and transferred to Fannie Mae, which retained Green Tree to service the loan." [Appellant's Brief, p. 4]
2. On information and belief, this transfer from BankUnited to Fannie Mae occurred at or near the origination date of September 12, 2007.
3. Accordingly, BankUnited had no interest in the Eaton Mortgage to transfer on April 22, 2009.
4. Moreover, BankUnited had conveyed all right title and interest to Fannie Mae and could not sell the Mortgage for a second time to Green Tree.
5. The Appellants admit that Green Tree was the Loan Servicer.
6. The Assignment of Mortgage in question was executed by Monica Medina, Assistant Secretary of Mortgage Electronic Registration Systems, Inc. acting on behalf of BankUnited, FSB.
7. Monica Medina is not an employee of MERS; and she was not employed by BankUnited on April 22, 2009 when she executed this Assignment.
8. In truth, Monica Medina is employed by Green Tree Servicing LLC at its headquarters in Tempe, Arizona.
9. Thus, what we have here is a fictitious, self-dealing Assignment of Mortgage that contains false statements, misrepresentations, and omissions of material fact in order to deceive or defraud. It was prepared and executed by Green Tree without BankUnited's knowledge, authority or consent.

10. This Assignment was not prepared for the purpose of legally transferring the Eaton Mortgage to Green Tree. Rather, it is a litigation tool that was prepared under false pretenses to close the gap in the chain of title to so that Green Tree could prosecute the instant foreclosure, which it completed on November 4, 2009.

In preparation for writing this *amicus brief*, I called upon Register John O'Brien to search the Southern Essex District Registry of Deeds filings for other assignments that were executed by Monica Medina ("Medina"). As of this writing, eleven (11) assignments were provided to me for review. The results are astonishing and clearly establish a pattern and practice of assignment fraud. Medina executed the assignments on behalf of ten (10) different assignors in her dual role as a MERS Certifying Officer or as Authorized Agent for Green Tree. (See Exhibit F. - Robo-Signer Monica Medina)

In my capacity as a Certified Fraud Examiner, I hereby certify to the Massachusetts Supreme Judicial Court that the above-described Assignment of Mortgage is fraudulent and therefore, it is void as a matter of law. Thus, everything that flows from this "breeder document" is tainted with fraud and must be revoked.

**CONCLUSION**

In closing, I want the Justices to know that my audit of the Southern Essex District Registry of Deeds enabled me to examine 565 Assignments of Mortgage, the majority of which were prepared in order to foreclose on John O'Brien's electorate. Every single assignment of mortgage that I examined that was prepared to prosecute a foreclosure, without exception, is tainted with the same fraud that I have detailed here.

The consequences to homeowners, the public land recording system and the state and federal court systems are devastating. In particular, the Massachusetts Land Court is being used as the entry point for these false documents as foreclosure law firms introduce them with Complaints to Foreclose in Servicemembers Civil Relief Act cases. The crisis is so severe; it requires the immediate attention of the Executive, Legislative and Judicial branches of the Commonwealth of Massachusetts in order to protect its citizens, its real property, and the rule of law.

Respectfully submitted,

*Marie Mc Donnell*

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Dated: September 30, 2011

# EXHIBIT

## **Claims Against Nationstar Tobin drafted 12/26/18**

1. BANA and NSM obstructed five sales at FMV
2. BANA took possession without foreclosing in 2013
3. Blocked HOA from being paid \$3,055 in June 2013
4. NSM refused to ID beneficiary
5. BANA and NSM recorded false claims against title
6. NSM and BHHS concealed inculpatory evidence (Equator file)
7. NSM let the HOA sell for \$63,100 when \$358,800 offer was pending lender approval
8. NSM faked two powers of attorney

# EXHIBIT

## **Claims Against Nationstar**

### **If the sale is voided**

1. Nationstar and GBH Trust both claim that the sale was defective in terms of notice and that our rights were abridged by the failure to provide guaranteed due process.
2. If the sale is voided, both GBH Trust and Nationstar's claims will be returned to the exact status that existed before the sale.

### **Damages to GBH Trust prior to the sale**

3. GBH Trust claims that Nationstar damaged the interests of the Trust by its deceptions and unfair debt collection practices prior to the sale that contributed to the sale occurring at all.
4. BANA's taking possession of the property without foreclosure and without accepting title when the GBH Trust Trustee initiated a Deed-in-Lieu process was an unfair debt collection practice done without any legal authority.
5. Nationstar and its predecessor BANA withheld of the identity of the beneficiary during the months leading up to the sale violate TILA (12 CFR 1026.39), the national mortgage settlement requirements for servicers,
6. Nationstar and its predecessor BANA harmed the estate of the deceased debtor by failing to comply with the servicing requirements of the national mortgage settlement by failure to provide meaningful loan modifications, deceiving the executor of the debtor's estate, resulting in the loss of the GBH Trust's property to the unjust enrichment of real estate speculators.
7. Nationstar and its predecessor BANA did not allow legitimate arms-length transactions to transfer the property to at least five bona-fide purchasers who independently offered to purchase the property at fair market value.

### **Reasons why title should not be quieted to Nationstar in this action**

8. Nationstar never owned any interest in the Hansen loan, i.e., the Western Thrift DOT.
9. Both Nationstar and BANA recorded false affidavits against the title ( 4/12/12 (BANA), 12/1/14, 3/12/15, and 8/15/15 (Nationstar) involving notarial abuses in violation of NRS 107.082 (2) (4) and NRS 205.395 as amended by AB 284 (2011) section 14.

### **General allegations**

1. On 7/15/04 Gordon B. Hansen (hereinafter "GBH" or "Hansen") executed a deed of trust for \$436,000, 30-year-fixed, @ 6.25% interest, on which the lender was Western Thrift and Loan, MERS was the beneficiary and Joan H. Anderson was the trustee (hereinafter "Hansen loan" or "DOT").
2. On 4/16/10, Wells Fargo notified Hansen that Wells Fargo had become the owner of the DOT, and that BAC Home Loans Servicing (hereinafter "BANA") remained the loan servicer.
3. On 4/12/12, BANA recorded the false affidavit, using a "robo-signer" and an improper notary, to claim that MERS assigned the ownership of the DOT to BANA.
4. On 10/30/12, BANA sent a notice to the Hansen estate which stated that BANA was the loan servicer, but BANA did not own the note and did not have standing to foreclose.

5. Further, BANA's letter erroneously refers to the Hansen loan as a "mortgage" rather than a DOT with a named trustee, Joan H. Anderson, who was the only party pursuant to NRS 107.028 (2) which had the actual power of sale.
6. In the same letter, BANA threatened that it "intends to initiate foreclosure action on the mortgaged property ...in the name of Wells Fargo Bank, National Association, as successor to Wachovia Bank National Association, FKA First Union National Bank, ("Noteholder").
7. Other than the 10/30/12 letter, BANA took no action to foreclose on the DOT although BANA made close to 500 harassing debt collection calls to the executor of the estate from Hansen's death on 1/14/12 until BANA ceased being the loan servicer on 12/1/13.
8. BANA refused to close escrow on an 8/8/12 contingency sale to the Sparkmans for \$315,000, an offer which was consistent with the Wells Fargo appraisal submitted by the prospective purchasers, by notifying Proudfit Realty, that the offer was rejected by the "Investor".
9. The Sparkman escrow was cancelled on 4/4/13, and the Sparkmans moved out.
10. On 4/8/13, an agent for BANA notified Hansen's estate that "BANA is the beneficiary/servicer of the first deed of trust loan secured by the property", but that it was the estate's responsibility to pay the HOA lien because Red Rock was demanding more than BANA would pay, but this made no sense to Tobin at the time since she believed the estate had no financial interest to protect.
11. On 5/7/13, Tobin sent BANA "formal notice that the property is vacant and will deteriorate unless the bank authorizes the utilities to be on and the house to continue to be on the market... It is also formal notice that other financial institutions are taking actions which may impact B of A's options going forward."
12. The "Deed of Trust" attachment to Tobin's 5/7/13 letter to BANA, was not the DOT Western Thrift security interest; it was actually the 8/27/08 Grant, sale, Bargain Deed that transferred the property from Hansen to the GBH Trust, illustrates that Tobin did not understand that a DOT was a security instrument and not a "deed". It further illustrates that she did not understand the significance of BANA not having possession of the DOT.
13. In this 5/7/13 letter to BANA Tobin was ignorantly relying on BANA's misrepresentations regarding the ownership of the DOT to the detriment of the estate's interests.
14. Tobin's statement "B of A needs to take action to protect its financial interests because Gordon Hansen is deceased and I am no longer willing to attempt to facilitate the banks efforts to reduce its losses" was made in the good faith belief that the GBH Trust was not liable for the expenses to maintain the property for the financial benefit of an institution that was unwilling to take responsibility for its own investment, but in hindsight, had Tobin not been misled by BANA, she would have acted differently to protect the property.
15. On 5/10/13, escrow opened on \$395,000 offer from the Mazzeos, but after difficulties with BANA's unreasonable demands, the Mazzeos withdrew their offer.
16. In July, Tobin removed the property from the market and offered BANA a Deed in Lieu (DIL).
17. BANA refused to accept a quit claim deed and initiated a process to evaluate if the property was "qualified".

18. BANA did take possession of the property by changing the locks and putting a lock box on it.
19. On 7/23/13, Tobin documents to Liberty Title Company BANA had requested.
20. Attachment 1 "Deed of Trust transferring the property title into the name of the Gordon B. Hansen Trust" illustrates again both that BANA did not have possession of the Western Thrift DOT, and that Tobin did not understand what a DOT was or the significance of BANA asking her for it.
21. In September, 2013, BANA's agent from Liberty Title phoned Tobin to notify her that BANA was "closing the file" because the property did not qualify for a DIL because it had a clouded title.
22. Neither BANA nor its agent ever sent any written notice regarding the rejection of the offer of a DIL or any other documentation of the DIL evaluation.
23. Taking possession of the property without going through a foreclosure process was an unfair debt collection practice.
24. Refusing to take title of the property was detrimental to the GBH Trust because BANA left the liability in the name of the Trust and BANA did not take responsibility for protecting the property and BANA misled Tobin as to the ownership of the property.
25. On 11/8/13, BANA notified the Hansen estate that Nationstar would be the loan servicer effective 12/1/13.
26. In January, 2014, Tobin re-took possession of the property and listed it for sale on 2/20/14 with BHS FKA Prudential with Craig Leidy as listing agent and Forest Barbee, BHHS broker.
27. On 2/25/14 Red Rock Regional Investments made a cash offer for \$340,000.
28. On 3/7/14, Tobin sent a letter to Nationstar explaining the many difficulties with BANA's bungling multiple sales and stating "if Wells Fargo transferred their interest without notifying me as required by law so that Wells Fargo no longer has standing to pursue any compensation from this mortgage, I think that the Estate of Mr. Hansen has potentially a separate cause of action."
29. On 3/12/14 Tobin signed Nationstar's comprehensive "Short Sale Participation Agreement Acknowledgement form" which had many requirements to ensure that the transaction was arms-length and there was no financial benefit to the owner by a short sale.
30. NS did not approve the short sale, but sent a letter on 4/18/14 requiring that the property be placed in a "Market Validation Program" to determine if that the \$340,000 offer was actually the fair market value.
31. The Market Validation Program was putting the property up for public auction on [www.auction.com](http://www.auction.com).
32. The auction was held from 5/4/14 through 5/8/14, and the winning bidder was MZK at \$367,500 on 5/8/14 with a new escrow opened.
33. On 5/15/14, Red Rock Financial Services notified the Ombudsman that the Notice of Sale was cancelled.
34. On 5/22/14, Red Rock Regional Investments withdrew their \$340,000 offer and canceled the escrow.
35. On 7/25/14, the escrow for MZK's \$367,500 "winning" bid in Nationstar's Market Validation program, was canceled "due to the beneficiary's non-approval of the terms of this short sale."

36. On 7/25/14 the MLS listing was modified to MLS change "escrow now canceled... Bank now wants higher offer than previously accepted...I have worked out all other liens and this can close quickly."
37. On 7/26/14, a new counter offer was submitted for \$375,000 and signed by Tobin on 8/1/14, but Nationstar did not accept by 8/4/14 and the offer expired.
38. On 8/15/14, the property was sold by RRFS without notice to the owner, the bank or any of the people who had made bona fide purchase offers at four to five times the amount of the sale price.
39. On 8/21/14, BANA recorded an assignment of the Hansen loan to Wells Fargo.
40. On 12/1/14, Nationstar, claiming to be acting as BANA's "attorney-in-fact", made a corporate assignment of BANA's (non-existent) interest to itself.
41. On 3/12/15, Nationstar, claiming to be acting as Wells Fargo's "attorney-in-fact", without any legal authority, substituted the original trustee on the Hansen Loan.

**Drafted 12/26/18**

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### Exhibits re Claims Against Nationstar

Exhibit No.	Date executed	Date recorded	Description
1	7/15/04	7/22/04	<a href="#">Western Thrift Deed of Trust (DOT)</a>
2	4/16/07	5/7/07	Second DOT issued to Hansen by Wells Fargo
3	4/16/10		<a href="#">Notice to Hansen that Wells Fargo owns the DOT</a> . BANA is servicer.
4	4/4/12	4/12/12	<a href="#">Assignment of DOT to Bank of America</a> (BANA)
5	10/30/12		BANA notice to Hansen that BANa intends to foreclose on behalf of Wells Fargo.
6	12/14/12	12/14/12	SCA lien claiming \$925.76 delinquent dues and fees
7	1/3/13		RRFS letter transmitting lien to Hansen estate claiming \$1,355.60 is due and notice of default and election to sell may be mailed in 30 days.
8	2/5/13		RRFS notice to Hansen estate that account must be paid in 10 days or \$825 will be added
9	3/7/13	3/12/13	Notice of default and election to sell is recorded claiming \$2,475.35 is due
10	3/15/13		RRFS notice to BANA to transmit the 3/12/13 NODES
11	4/8/13		BANA notice to Hansen estate to pay the HOA lien because RRFS may foreclose because they are claiming more than BANA will pay
12	4/10/13		RRFS letter to Hansen estate to transmit a NODES and ledger?
13	5/7/13		<a href="#">GBH Trust Trustee letter to BANA</a> transmitting documents: 8/27/08 deed, GBH Trust document, 3/7/13 NODES, WF letter to BANA re 3/12/13 NODES,
14	5/7/13		\$395,000 purchase offer
15	7/10/13		Property withdrawn from market
16	7/23/13		<a href="#">Fax Cover transmitting documents to BANA</a> to evaluate BANA accepting deed in lieu of foreclosure
17	11/8/13		<a href="#">BANA notice to Hansen estate that Nationstar will become the servicing bank on 12/1/13</a> .
18	2/25/14		Red Rock Regional Investments \$340,000 cash purchase offer.

- 19 3/7/14 [Hansen estate executor letter to Nationstar](#) Short Sale Department about two failed escrows and BANA's taking possession without taking title
- 20 3/12/14 Nationstar's short sale agreement acknowledgement form
- 21 4/18/14 [Nationstar's notice that the property must go through a market validation program](#) by being auctioned on [www.auction.com](http://www.auction.com)
- 22 5/8/14 Auction - Addendum - MZK Residential, LLC' s [winning bid of \\$367,500 is subject to lender approval](#) rejected
- 23 5/13/14 [Red Rock Regional Investments escrow is cancelled](#) (rejected \$340,000 cash offer made on 2/25/14.)
- 22 5/15/14 [RRFS notified Ombudsman that the HOA foreclosure sale is cancelled.](#)
- 25 7/25/14 [MLS change "escrow now canceled... Bank now wants higher offer than previously accepted...I have worked out all other liens](#) and this can close quickly."
- 26 7/25/14 [Addendum to purchase agreement](#) - MZK escrow is cancelled "due to Beneficiary's non-approval of terms of short sale"
- 27 7/30/14 [Email exchange Tobin-Leidy asking name of beneficiary](#) before the surprise HOA sale
- 28 8/1/14 Hansen executor [signed Blum \\$375,000 purchase offer](#)
- 29 8/15/14 8/22/14 [HOA Foreclosure deed](#) to Opportunity Homes based on \$63,100 sale price
- 30 8/21/14 9/9/14 [BANA assignment of DOT to Wells Fargo](#)
- 31 8/22/14 8/22/14 Statement of Value listing fair market value @ \$353, 529
- 32 10/23/14 12/1/14 [Nationstar as BANA's "attorney-in-fact" assigned DOT to Nationstar](#)
- 34 8/6/15 8/17/15 [Nationstar, acting as Wells Fargo's "attorney-in-fact, recorded substitution of the Western Thrift DOT trustee](#)