

1 **RFJN**
2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Ave.
4 Henderson NV 89052
5 Office: (702) 465-2199
6 nonatobin@gmail.com
7 *In propria persona*

8 **DISTRICT COURT**
9 **CLARK COUNTY, NEVADA**

10 RED ROCK FINANCIAL SERVICES,

Case No.: A-21-828840-C

11 Plaintiff,

Department: XXXI

12 vs.

13 NONA TOBIN, an Individual, and as
14 Trustee of the GORDON B. HANSEN
15 TRUST, dated 8/22/08; REPUBLIC
16 SERVICES, INC. a Nevada
17 Corporation; WELLS FARGO, N.A.; a
18 national banking association;
19 NATIONSTAR MORTGAGE, LLC, a
20 Delaware company; and DOES 1-100;

NONA TOBIN'S REQUEST FOR JUDICIAL
NOTICE OF THE COMPLETE OFFICIAL
CLARK COUNTY 2003-2021 PROPERTY
RECORDS FOR APN 191-13-811-052

21 Defendants.

22 Comes now, Defendant NONA TOBIN, an individual, in proper person, hereby files
23 NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF THE OFFICIAL CLARK
24 COUNTY 2003-2021 PROPERTY RECORDS FOR APN 191-13-811-052.

Pursuant to NRS 47.170, judicial notice can be requested of matters of fact at any stage of
the proceeding prior to submission to the court or the jury.

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Pursuant to NRS 47.150(2),

“A judge or court shall take judicial notice if requested by a party and supplied with the necessary information.”

This request for judicial notice of the 64 claims recorded between 2003-2021 against the title of the subject property, APN 191-13-811-052, more commonly known as 2763 White Sage Drive, Henderson NV 89052.

See Exhibits 1-13 are all recorded claims recorded from 2003 to the present, organized by instrument number and year:

1. 2003 recorded claims
2. 2004 recorded claims
3. 2007 recorded claims
4. 2008 recorded claims
5. 2012 recorded claims
6. 2013 recorded claims
7. 2014 recorded claims
8. 2015 recorded claims
9. 2016 recorded claims
10. 2017 recorded claims
11. 2019 recorded claims
12. 2020 recorded claims
13. 2021 recorded claims

1 That these documents were recorded against the property and are part of the Clark County
2 recorder's office records is the irrefutable fact to be noticed. The entire official Clark County
3 record for the subject property is properly the subject of a Request for Judicial Notice (RFJN).
4 *Mack v. S. Bay Beer Distrib.*, 798 F.2d 1279, 1282 (9th Cir. 1986).

5 **NRS 47.130 Matters of fact.**

- 6 1. The facts subject to judicial notice are facts in issue or facts from which they may be inferred.
7 2. A judicially noticed fact must be:
8 (a) Generally known within the territorial jurisdiction of the trial court; or
9 (b) Capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be
10 questioned,
11 ↳ so that the fact is not subject to reasonable dispute.
12 (Added to NRS by [1971, 777](#))

13 The facts alleged in many of these recorded documents are highly disputed and will be
14 identified for the Court.

15 This RFJN #1 requests judicial notice also of which of these documents are relevant to
16 the quiet title litigation in cases A-15-720032-C consolidated with A-13-730078-C, appealed in
17 Supreme Court case 79295, and case A-19-799890-C, appealed in Supreme Court cases 82094,
18 82234, and 82294, and/or which are relevant to the instant interpleader action and to the motions
19 for sanctions in the instant case A-21-828840-C.

20 Nona Tobin's disputes related to each recorded instrument will be identified on the cover
21 page of each exhibit for convenience of the Court.

22 Dated this 15th day of March, 2021,



23 NONA TOBIN, AN INDIVIDUAL
24 2664 Olivia Heights Ave.
Henderson NV 89052
Office: (702) 465-2199
nonatobin@gmail.com
In propria persona

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CERTIFICATE OF SERVICE

I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 15th day of March 2021, I served via the Clark County electronic filing system a true and correct copy of the foregoing NONA TOBIN'S REQUEST FOR JUDICIAL NOTICE OF THE CLARK COUNTY RECORDER'S OFFICE 2003-2021 PROPERTY RECORDS FOR APN 191-13-811-052, to all parties listed in the Odyssey eFileNV service contact list in case A-21-828840-C:



Nona Tobin

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EXHIBIT 1

APN 191-13-811-052 CLARK COUNTY PROPERTY RECORD

2003

2003 Recorded documents 1	200307310004442	DEED/ HANSEN, H & W DISCLOSED AS NSM 113-116
	200307310004443	POWER OF ATTORNEY/ HANSEN DISCLOSED AS NSM 117-120 NOTABLE BECAUSE IT IS THE ONLY POWER OF ATTORNEY IN THE WHOLE RECORD
	200307310004444	DEED OF TRUST/ \$310,600 CITY 1ST MORT HANSEN, H & W
	200309100000588	DEED OF TRUST/ 7/31/03 ASSIGN
	200311200004030	DEED OF TRUST/ WF 2ND \$55K

EXHIBIT 1

20030731
.04443

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
LAWYERS TITLE OF NEVADA

07-31-2003 14:08 CAB

OFFICIAL RECORDS

BOOK/INSTR:20030731-04443

PAGE COUNT: 4

FEE: 42.00
RPTT: .00

NON-COMPLIANCE CHARGE INC: 25.00

CA

APN# 191-13-811-052

Recording Requested by and Return to:

Name LAWYERS TITLE OF NEVADA, INC.

Address 1210 S. VALLEY VIEW BLVD

City/State/Zip LAS VEGAS, NV 89102

POWER OF ATTORNEY
(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

RECORDING REQUESTED BY

20030731
.04443

24

MAIL TAX STATEMENTS TO:

AND WHEN RECORDED MAIL TO

APN#191-13-811-052

Name Mr. & Mrs. Hansen
Address 2763 White Sage Drive
City & State Henderson, NV 89052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TT-150 (Rev. 4/94) Ω

**UNIFORM STATUTORY FORM POWER OF ATTORNEY
(California Civil Code Sec. 2475)**

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE UNIFORM STATUTORY FORM POWER OF ATTORNEY ACT (CALIFORNIA CIVIL CODE SECTIONS 2475-2499.5., INCLUSIVE). IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO.

MARILYN I. HANSEN, 3700 DEAN DR #1704, VENTURA, CA. 93003

(your name and address)

appoint GORDON B. HANSEN, 1616 LANGSTON HUGHES DR.
HENDERSON, NEVADA 89052

(name and address of the person appointed, or of each person appointed if you want to designate more than one)

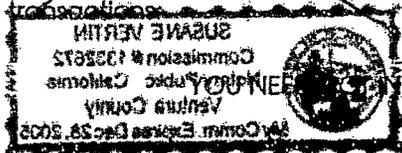
as my agent (attorney-in-fact) to act for me in any lawful way with respect to the following initialed subjects:
TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (N) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS.
TO GRANT ONE OR MORE, BUT FEWER THAN ALL, OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF EACH POWER YOU ARE GRANTING.
TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF IT. YOU MAY, BUT NEED NOT, CROSS OUT EACH POWER WITHHELD.

INITIAL

- (A) Real property transactions.
- (B) Tangible personal property transactions.
- (C) Stock and bond transactions.
- (D) Commodity and option transactions.
- (E) Banking and other financial institution transactions.
- (F) Business operating transactions.
- (G) Insurance and annuity transactions.
- (H) Estate, trust, and other beneficiary transactions.

INITIAL

- (I) Claims and litigation.
- (J) Personal and family maintenance.
- (K) Benefits from social security, medicare, medicaid, or other governmental programs, or civil or military service.
- (L) Retirement plan transactions.
- (M) Tax matters.
- (N) ALL OF THE POWERS LISTED ABOVE.



INITIAL ANY OTHER LINES IF YOU INITIAL LINE (N).

SPECIAL INSTRUCTIONS:

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

LIMITED TO EXECUTING LOAN DOCUMENTS FOR PURCHASE
OF HOME LOCATED AT 2763 WHITE SAGE DR., HENDERSON,
NEVADA 89052. POWER OF ATTORNEY NULL & VOID UPON COMPLETION

UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.
OF REAL ESTATE TRANSACTION,

This power of attorney will continue to be effective even though I become incapacitated.

STRIKE THE PRECEDING SENTENCE IF YOU DO NOT WANT THIS POWER OF ATTORNEY TO CONTINUE IF YOU BECOME INCAPACITATED.

EXERCISE OF POWER OF ATTORNEY WHERE MORE THAN ONE AGENT DESIGNATED

If I have designated more than one agent, the agents are to act N/A

IF YOU APPOINTED MORE THAN ONE AGENT AND YOU WANT EACH AGENT TO BE ABLE TO ACT ALONE WITHOUT THE OTHER AGENT JOINING, WRITE THE WORD "SEPARATELY" IN THE BLANK SPACE ABOVE. IF YOU DO NOT INSERT ANY WORD IN THE BLANK SPACE, OR IF YOU INSERT THE WORD "JOINTLY", THEN ALL OF YOUR AGENTS MUST ACT OR SIGN TOGETHER.

I agree that any third party who receives a copy of this document may act under it. Revocation of the power of attorney is not effective as to a third party until the third party has actual knowledge of the revocation. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney.

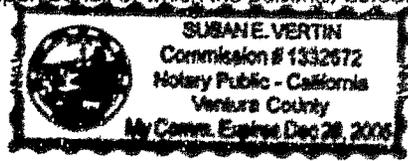
Signed this 22 day of JULY, 2003

Marilyn J. Hansen
Your Signature

527-76-6071
Your Social Security Number

State of California }
 County of VENTURA } ss.
 On 7-22-03 before me, SUSANE VERTIN, NOTARY PUBLIC (here insert name and title of the officer),
 personally appeared MARILYN J. HANSEN
 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 all 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.
 WITNESS my hand and official seal.

Signature Susan E Vertin



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ORDER NO.: 03051663

EXHIBIT a

(LEGAL)

APN#191-13-811-052

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 Recorder, Clark County, Nevada.

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CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF
LAWYERS TITLE OF NEVADA

07-31-2003 14:08 CAB

OFFICIAL RECORDS

BOOK / INSTR: 20030731-04442

PAGE COUNT: 3

APN: 191-13-811-052
R.P.T.T. \$ 971.25

LAND AMERICA / LAWYERS TITLE:
WHEN RECORDED RETURN TO &
MAIL TAX STATEMENTS TO:
City First Mfg Sery.
379 W. 500 S.
Bountiful, UT 84010

FEE: 16.00
RPTT: 971.25

GRANT, BARGAIN AND SALE DEED

THIS INDENTURE WITNESSETH: That DEL WEBB COMMUNITIES, INC., an Arizona Corporation, FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to

GORDON B. HANSEN AND MARILYN HANSEN, HUSBAND AND WIFE
AS JOINT TENANTS

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

See Exhibit "A" Legal Description Attached

SUBJECT TO:

1. Taxes for the fiscal year 2003-2004.
2. Rights of way, reservations restrictions, easements and conditions of record.

- 1 -

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APN: 191-13-811-052

LAND AMERICA / LAWYERS TITLE:

Together with all tenements, hereditaments and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

WITNESS my hand this 30th day of July, 2003.

DEL WEBB COMMUNITIES, INC., an Arizona Corporation

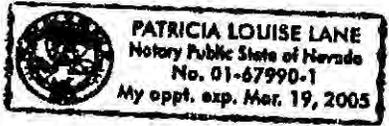
BY: [Signature]
S. O'CONNOR, Vice President

STATE OF NEVADA)
)ss:
COUNTY OF CLARK)

On this 30th day of July, 2003, personally appeared before me, a Notary Public in and for said County and State, S. O'Connor, Vice President, who acknowledged that he executed the above instrument.

WITNESS my hand and official seal.

[Signature]
NOTARY PUBLIC in and for said County and State.



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ORDER NO.: 03051663

EXHIBIT a
(LEGAL)

APN#191-13-811-052

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 Recorder, Clark County, Nevada.

28
**STATE OF NEVADA
DECLARATION OF VALUE**

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1. Assessor Parcel Number(s):

- a) 191-13-811-052
- b) _____
- c) _____
- d) _____

FOR RECORDERS OPTIONAL USE ONLY

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

2. Type of Property:

- a) Vacant Land
- b) Single Family Residence
- c) Condo/Townhouse
- d) 2-4 Plex
- e) Apartment Building
- f) Commercial/Industrial
- g) Agricultural
- h) Mobile Home
- i) Other

3. Total Value/Sales Price of Property:

\$388,311.02

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

\$

5. Transfer Tax Value:

\$388,311.02

6. Real Property Transfer Tax Due:

\$ 971.25

7. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section:
- b) Explain Reason for Exemption:

8. 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 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: GRANTOR

Signature [Signature] Capacity: GRANTEE

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

(REQUIRED) Print Name: DEL WEBB COMMUNITIES, INC. (REQUIRED) Print Name: Hansen
Address: 11500 SOUTH EASTERN AVENUE Address: 2763 White Sage Dr.
City: HENDERSON City: Henderson
State: NEVADA Zip: 89052 State: NV Zip: 89052

COMPANY/PERSON REQUESTING RECORDING

LAWYERS TITLE OF NEVADA, INC., ESCROW NO.: 03-05-1663-A2
1210 SOUTH VALLEY VIEW BLVD., ESCROW OFFICER: DAPHNE WRIGHT & CATHERINE AGANOS
LAS VEGAS, NV 89102

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

4442

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CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
LAWYERS TITLE OF NEVADA

07-31-2003 14:08 CAB

OFFICIAL RECORDS

BOOK/INSTR:20030731-04444

PAGE COUNT: 16

FEE: 29.00
RPTT: .00

16

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

Recording Requested By:
CITY FIRST MORTGAGE SERVICES,
L.L.C.

MAIL TAX STATEMENTS TO:
And When Recorded Return To:
CITY FIRST MORTGAGE SERVICES, L.L.C.
379 W 500 S.
BOUNTIFUL, UTAH 84010
Loan Number: 30433886

[Space Above This Line For Recording Date]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated JULY 30, 2003, together with all Riders to this document.
- (B) "Borrower" is GORDON B HANSEN AND MARILYN HANSEN

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is CITY FIRST MORTGAGE SERVICES, L.L.C.

Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of UTAH
Lender's address is 379 W 500 S., BOUNTIFUL, UTAH 84010

Lender is the beneficiary under this Security Instrument.

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(D) "Trustee" is LAWYERS TITLE OF NEVADA
401 N BUFFALO DR, LAS VEGAS, NEVADA 89145

(E) "Note" means the promissory note signed by Borrower and dated JULY 30, 2003
The Note states that Borrower owes Lender THREE HUNDRED TEN THOUSAND SIX HUNDRED
AND 00/100 Dollars (U.S. \$ 310,600.00)
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later
than AUGUST 1, 2033

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

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

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

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

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

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

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

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

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

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

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

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

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

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TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY

of CLARK

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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 RECORDER, CLARK COUNTY, NEVADA.
A.P.N. #: 191-13-811-052

MAIL TAX STATEMENTS TO: CITY FIRST MORTGAGE SERVICES, L.L.C.,
379 W 500 S., BOUNTIFUL, UTAH 84010
which currently has the address of 2763 WHITE SAGE DRIVE

[Street]

HENDERSON
[City]

, Nevada

89052

[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

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

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

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until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make

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such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an

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

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

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

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

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

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

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with

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material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's

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address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will

state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further

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demand, may invoke the power of sale, including the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

25. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 5 . 0 0 0

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

Gordon B. Hansen (Seal)
GORDON B HANSEN -Borrower

Marilyn Hansen by Gordon B. Hansen (Seal)
MARILYN HANSEN -Borrower
Gordon B. Hansen ATTORNEY IN FACT

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Witness:

Witness:

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[Space Below This Line For Acknowledgment]

State of Nevada
County of CLARK

This instrument was acknowledged before me on
GORDON B HANSEN, MARILYN HANSEN

7-30-03

by

By Gordon B. Hansen as Attorney in Fact.



(Seal)

[Signature]
Notary Public

My commission expires: 3-19-05

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Loan Number: 30433886

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of JULY 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to CITY FIRST MORTGAGE SERVICES, L.L.C. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2763 WHITE SAGE DRIVE, HENDERSON, NEVADA 89052
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD

(the "Declaration"). The Property is a part of a planned unit development known as

SUN CITY ANTHEM
[Name of Planned Unit Development]

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

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

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

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

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CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:
LAWYERS TITLE OF NEVADA

ASSESSORS PARCEL #: 191-13-811-052

09-10-2003 08:43 SUO

WHEN RECORDED, MAIL TO:
CITY FIRST MORTGAGE SERVICES,
L.L.C.
379 W 500 S.
BOUNTIFUL, UTAH 84010

OFFICIAL RECORDS

BOOK/INSTR: 20030910-00588

PAGE COUNT: 2

INSTRUMENT PREPARED BY:
MAIL TAX STATEMENTS TO:
WASHINGTON MUTUAL BANK, FA,
P.O. BOX 3139, MILWAUKEE, WI
53201-3139

FEE: 15.00
RPTT: .00

Order No. 03051663AW
Escrow No. 03051663AW
Loan No. 30433886

2

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
WASHINGTON MUTUAL BANK, F.A.

all beneficial interest under that certain Deed of Trust dated JULY 30, 2003 executed by
GORDON B HANSEN AND MARILYN HANSEN

to LAWYERS TITLE OF NEVADA, Trustor,
and recorded as Instrument No. 04444 on 7-31-03 in book 20030731, page Trustee,
, of Official Records in the County Recorder's office of CLARK County,
NEVADA, describing land therein as:

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
RECORDER, CLARK COUNTY, NEVADA.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon
with interest, and all rights accrued or to accrue under said Deed of Trust.

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STATE OF ~~NEVADA~~ ^{Utah} SS.
COUNTY OF ~~CLARK~~ ^{DAVIS}

On August 1, 2003 before me,
personally appeared Tiffany Hunsaker

CITY FIRST MORTGAGE
SERVICES, L.L.C., LIMITED
LIABILITY COMPANY

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(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.

Tiffany Hunsaker
Tiffany Hunsaker
Accountant

WITNESS my hand and official seal.

Signature [Handwritten Signature]



(This area for official notarial seal)

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CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF

WELLS FARGO BANK

11-20-2003 17:00 DEZ

OFFICIAL RECORDS

INDEX INSTR: 20031120-04030

PAGE COUNT: 9

FEE: 22.00
RPT: .00

Recording requested by:
Wells Fargo Bank, N.A.

Recording Requested by:
Wells Fargo Bank
When Recorded Return to: Fidelity National LPS
P. O. BOX 19523
Irvine, CA 92623-9523
Code: WFAZ

Assessors Parcel Number:
191-13-811-052

(9)

State of Nevada Space Above This Line For Recording Date
REFERENCE #: 20032517000168 ACCOUNT #: 0650-650-1122835-0001

DEED OF TRUST

1. **DATE AND PARTIES.** The date of this Deed of Trust ("Security Instrument") is **09/25/2003**
and the parties are as follows:
TRUSTOR ("Grantor"):
GORDON B. HANSEN AND MARILYN I. HANSEN, HUSBAND AND WIFE, AS
JOINT TENANTS

whose address is:
2763 WHITE SAGE DRIVE HENDERSON, NV 89052
TRUSTEE: **AMERICAN SECURITIES COMPANY OF NEVADA**

BENEFICIARY ("Lender"): **WELLS FARGO BANK NA**
P. O. BOX 31557
BILLINGS, MT 59107

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of CLARK, State of Nevada, described as follows:
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 RECORDER, CLARK COUNTY, NEVADA.

with the address of 2763 WHITE SAGE DRIVE HENDERSON, NV 89052

and parcel number of 191-13-811-052, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

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- 3. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$55,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 4. SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. Debt incurred under the terms of the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt dated 09/25/2003 together with all amendments, extensions, modifications or renewals. The maturity date of the Secured Debt is 10/05/2028
 - B. All future advances from Lender to Grantor under such evidence of debt. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances which exceed the amount shown in Section 3. Any such commitment must be agreed to in a separate writing.
 - C. All sums advanced and expenses incurred by Lender for insuring, preserving, or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 5. PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property, or any part thereof or interest therein, whether senior or subordinate hereto, when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of the Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. DUE ON SALE OR ENCUMBRANCE.** Upon sale, transfer, hypothecation, assignment or encumbrance, whether voluntary, involuntary, or by operation of law, of all or any part of the Property or any interest therein, then at its sole option Lender may, by written notice to Grantor, declare all obligations secured hereby immediately due and payable, except to the extent that such acceleration and in such particular circumstances where exercise of such a right by Lender is prohibited by law.
- 10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will not remove or demolish the Property, or any part thereof. Grantor will keep the Property free of noxious weeds, grasses and public nuisances. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.

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11. AUTHORITY TO PERFORM. If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND RENTS. Grantor irrevocably grants, sells and conveys to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument.

Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. This assignment will remain effective during any period of redemption by the Grantor until the Secured Debt is satisfied. Grantor agrees that Lender is entitled to notify Grantor or Grantor's tenants to make payments of Rents due or to become due directly to Lender after such recording.

However, Lender agrees not to notify Grantor's tenants until Grantor defaults and Lender notifies Grantor of the default and demands that Grantor and Grantor's tenants pay all Rents due or to become due directly to Lender.

On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the property is a unit in a Condominium Project or is part of a Planned Unit Development ("PUD"), Grantor agrees to the following:

A. Obligations. Grantor shall perform all of Grantor's obligations under the Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Projects or PUD and any homeowners association or equivalent entity ("Owners Association"); (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Grantor shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project or PUD which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then Grantor's obligation under Section 19 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owner's Association policy. Grantor shall give Lender prompt notice of any lapse in required hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to Property, whether to the unit or to common elements, any proceeds payable to Grantor are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to Grantor.

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- C. **Flood Insurance.** Grantor agrees to maintain flood insurance for the life of the Secured Debt which is acceptable, as to form, amount and extent of coverage to Lender.
- D. **Public Liability Insurance.** Grantor shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- E. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Grantor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 18.
- F. **Lender's Prior Consent.** Grantor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project or PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management by the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- G. **Remedies.** If Grantor does not pay condominium or PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this section shall become additional debt of Grantor secured by this Security Instrument. Unless Grantor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Secured Debt rate and shall be payable, with interest, upon notice from Lender to Grantor requesting payment.
14. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.
- At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.
- If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates.
- Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.
- Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

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All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lenders' rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.
- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.
- Grantor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
 - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be paid to Lender and applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Grantor. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires or is required by applicable law. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's

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option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

If Lender determines at any time during the term of the Secured Debt that the Property securing the Secured Debt is not covered by flood insurance or is covered by flood insurance in an amount less than the amount required by law, Lender will notify Grantor that Grantor should obtain flood insurance at Grantor's expense. If Grantor fails to obtain adequate flood insurance which is acceptable to Lender, Lender shall purchase flood insurance on Grantor's behalf.

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

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

- 20. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an evidence of debt, Grantor does so only to transfer, mortgage and convey Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.
- 23. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument. In the event any section in this Security Instrument directly conflicts with any section of a certain Home Equity Closing Handbook which contains the EquityLine Account Agreement Terms and Conditions (as applicable), Fixed Rate Note Terms and Conditions (as applicable), the Arbitration Agreement, and the Agreement to Provide

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- Flood/Property Insurance, all of which I agree to by signing this Security Instrument, the terms of the Home Equity Closing Handbook shall control.
24. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or as shown in Lender's records, or to any other address designated in writing. Notice to one Grantor will be deemed to be notice to all Grantors.
26. **WAIVERS.** In the event Grantor is not also the borrower, customer or obligor (all referred to as "Borrower") under the Secured Debt:
- A. Grantor waives all rights of homestead exemption in the Property.
 - B. Grantor represents and warrants to Lender that this Security Instrument is executed at the request of the Borrower; Grantor will not, without prior written consent of Lender, sell, lease, assign, encumber, hypothecate, transfer or otherwise dispose of all or substantially all of the Property; and Grantor has established adequate means of obtaining from Borrower, on a continuing basis, financial and other information pertaining to the financial condition of Borrower. Grantor agrees to keep adequately informed from such means of any facts, events or circumstances which might in any way affect the risks of Grantor, and Grantor further agrees that Lender has no obligation to disclose to Grantor information or material acquired in the course of Lender's relationship with Borrower.
 - C. Grantor hereby waives any right to require Lender to proceed against any person, including Borrower; proceed against or exhaust any collateral held from Borrower or any other person; pursue any other remedy in Lender's power; or make any presentments, demands for performance or give any notices of nonperformance, protests, notices of protest of dishonor in connections with the Secured Debt and this Security Instrument.
 - D. Grantor also waives any defense arising by reason of any disability or other defense of Borrower or any other defense of Borrower or any other person; the cessation from any cause whatsoever, other than payment in full of the obligations of Borrower under this Security Instrument and Secured Debt; the application by Borrower of the proceeds of the Secured Debt; for purposes other than the purposes represented by Borrower to Lender or intended or understood by Lender to Grantor; any act or omission by Lender which directly or indirectly results in or aids the discharge of Borrower by operation of law or otherwise, including any impairment or loss of any security resulting from the exercise or election of any remedies by Lender, including, without limitation, election by Lender to exercise any of Lender's rights, now or hereafter obtained, under any power of sale set forth in any security instrument securing repayment of the indebtedness of Borrower and the consequent loss, limitation or impairment of the right to recover any deficiency from Borrower in connection therewith or due to any fair value limitations or determinations in connection with a judicial foreclosure; or any modification of the Secured Debt in any form whatsoever, including, without limitation, the renewal, extension, acceleration or other change in time for payment or any increase in the rate of interest. Until all amounts secured shall have been paid in full, Grantor further waives any right to enforce any remedy which Lender now has or may hereafter have against Borrower or any other person and waives any benefit of, or any right to participate in, any security whatsoever now or hereafter held by Lender.
 - E. Grantor acknowledges, warrants and agrees that each of the waivers set forth in this section are made with the full knowledge of their significance and consequence and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any of said waivers are determined to be contrary to any applicable law or public policy, such waiver shall be effective only to the extent permitted by law.

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27. **STATEMENT OF CONDITION.** From time to time, as required by law, Lender shall furnish to Grantor or its agent such statements as may be required concerning the condition of the Secured Debt. Lender will charge a fee for such statements as may be permitted by law.

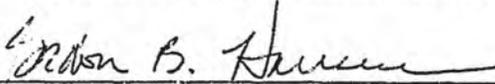
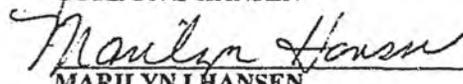
28. **RECONVEYANCE.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and any note or instrument evidencing the Secured Debt to the Trustee. Trustee shall reconvey, without warranty, the Property or that portion secured by this Security Instrument. To the extent permitted by law, the reconveyance may describe the grantee as "the person or persons legally entitled thereto." Neither Lender nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. Lender will charge a fee for such reconveyance as may be permitted by law.

29. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

- Third Party Rider
- Leasehold Rider
- Other _____

Grantor advises to mail Tax Statements to:	
Name:	GORDON B & MARILYN HANSEN
Address:	2763 WHITE SAGE DR. HENDERSON, NV 89052

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

		9-25-03
GORDON B HANSEN	Grantor	Date
		9-25-2003
MARILYN I HANSEN	Grantor	Date
_____	Grantor	Date

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ACKNOWLEDGMENT:

(Individual)

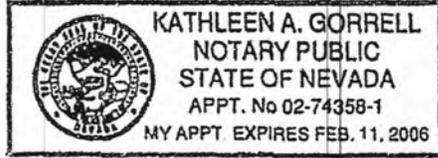
STATE OF Nevada, COUNTY OF Clark } ss.

This instrument was acknowledged before me on 9/25/03 by Gordon B. #

Marilyn T. Hansen

Kathleen A. Gorrell
Signature of notarial officer

Notary Public
Title and Rank (Optional)



My commission expires: 2-11-06

(Seal)

ACKNOWLEDGMENT:

(Individual)

STATE OF _____, COUNTY OF _____ } ss.

This instrument was acknowledged before me on _____ by _____

Signature of notarial officer

Title and Rank (Optional)

My commission expires: _____

(Seal)

When recorded return to:
Wells Fargo Consumer Loan Servicing Center
P. O. BOX 31557
BILLINGS, MT 59107
DOCUMENT MANAGEMENT

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EXHIBIT 2

APN 191-13-811-052 CLARK COUNTY PROPERTY RECORD

2004

2004 Recorded documents 2	200406110005547	DEED/ DIVORCE TO G HANSEN DISCLOSED AS NSM 141-144
	200407220003507	DEED OF TRUST/ G HANSEN \$436K WESTERN THRIFT DISCLOSED AS NSM 145-161 NSM 160 IS THE PUD RIDER REMEDIES SECTION F. THAT PROHIBITS LENDERS FROM TRANSFORMING THE PAYMENT OF DELINQUENT HOA DUES INTO A DE FACTO FORECLOSURE WITHOUT DUE PROCESS.
	200408170002284	RECONVEYANCE/ 11/20/03 WF 2 G HANSEN
	200408310007563	SUBSTITUTION/ RECONVEYANCE 7/31/03 \$310,600 PIF
	200409010007297	HOMESTEAD/ G HANSEN DISCLOSED AS NSM 162

EXHIBIT 2



20040611-0005547

Fee: \$42.00 RPT: EX90CS
06/11/2004 15 45 35 120040038379
Req: REBECCA P WALLACE
Frances Deane
Clark County Recorder Pgs 4

APN# 191-13-811-052

11 digit number may be obtained at:
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

COVER PAGE, DECLARATION OF VALUE

QUITCLAIM DEED

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

CU

Recording requested by:

Rebecca P. Wallace, ESO.

Return to:

Name Rebecca P. Wallace, Esq.

Address 1001 Whitney Ranch Dr. #140

City/State/Zip Henderson, NV 89014

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of \$1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS1203

QUITCLAIM DEED

APN#: 191-13-811-052

THIS QUITCLAIM DEED, Executed this _____ day of _____, 2004 by
first party, Gordon B. Hansen & Marilyn Hansen
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052
to second party, Gordon B. Hansen
whose post office address is 2763 White Sage Drive, Henderson, Nevada 89052

WITNESSETH That the said first party, for good consideration and for the sum of One
and 00/100***** Dollars (\$1.00) paid by the said second party, the receipt whereof is
hereby acknowledged, does hereby remise, release and quitclaim unto the said second party
forever, all the right, title, interest and claim which the said first party 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:

Assessor 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 RECORDER, CLARK COUNTY,
NEVADA.

Property Address: 2763 White Sage Drive
Henderson, Nevada 89052

APN: 191-13-811-052

RECORDING REQUESTED BY:

REBECCA P. WALLACE, ESO.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

WHEN RECORDED MAIL TO:

REBECCA P. WALLACE, ESO.
1001 Whitney Ranch Dr. #140
Henderson, Nevada 89014

MAIL TAX STATEMENTS TO:

GORDON B. HANSEN
2763 White Sage Drive
Henderson, Nevada 89052

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:

Brenda Ricks
Signature of Witness

Marilyn Hansen
Signature of First Party

BRENDA RICKS
Print name of Witness

Marilyn Hansen
Print name of First Party

Sabrina M. Emmons
Signature of Witness

Gordon B. Hansen
Signature of Second Party

Sabrina M. Emmons
Print name of Witness

Gordon B. Hansen
Print name of Second Party

State of Nevada
County of Clark

On June 4, 2004 before me, Cynthia J. Beard (name of Notary) appeared Marilyn I. Hansen (name of First Party) 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(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.

WITNESS my hand and official seal.

(Seal)

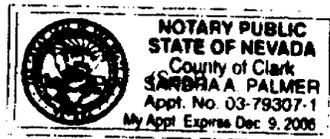
Cynthia J. Beard
Signature of Notary

Affiant Known Produced ID
Type of ID NV DL

State of Nevada
County of Clark

On June 9th 2004 before me, Sandra Palmer (name of Notary) appeared Gordon B. Hansen (name of Second Party) 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(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.

WITNESS my hand and official seal.



Sandra Palmer
Signature of Notary

Affiant Known Produced ID
Type of ID NV DL

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/Townhse
- d) 2-4 Plex
- e) Apt. Bldg
- f) Comm./Ind'l
- g) Agricultural
- h) Mobile Home
- Other

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #	_____
Book _____	Page _____
Date of Recording:	_____
Notes	_____

3. Total Value/Sales Price of Property

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

Transfer Tax Value: \$ _____

Real Property Transfer Tax Due \$ _____

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section: 5
- b. Explain Reason for Exemption: Pursuant to Decree of Divorce

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: Marilyn Hansen Capacity: Grantor

Signature: Gordon B. Hansen Capacity: Grantee

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Marilyn Hansen

Address: 2763 White Sage Dr.

City: Henderson,

State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Gordon B. Hansen

Address: 2763 White Sage Dr.

City: Henderson

State: NV Zip: 89052

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

Print Name: Rebecca P. Wallace, Esq. Escrow # _____

Address: 1001 Whitney Ranch Dr. #140

City: Henderson State: NV Zip: 89014

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

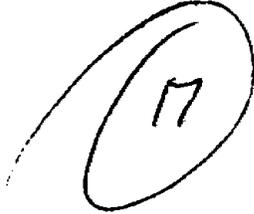
5547



20040722-0003507

Fee \$30.00
07/22/2004 13 32 20 120340065780
Rec. LAND TITLE OF NEVADA
Frances Deane
Clark County Recorder Pgs: 17

24



After Recording Return To:
FLAGSTAR BANK
5151 CORPORATE DRIVE
TROY, MI 48098
FINAL DOCUMENTS, MAIL STOP W-530-3

MAIL TAX STATEMENT TO: WESTERN THRIFT & LOAN
1101 W MOANA, SUITE 2, RENO, NV 89509.

APN #: 191-13-811-052

900612100-DE

[Space Above This Line For Recording Data]

DEED OF TRUST

V1 WBCD LOAN # 500185232

MIN 100052550018523257

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JULY 15, 2004, together with all Riders to this document.

(B) "Borrower" is GORDON B. HANSEN, An Unmarried Man.

Borrower is the trustor under this Security Instrument.

Initials: *GD*

VI WBCD LOAN # 500185232

(C) "Lender" is WESTERN THRIFT & LOAN.

Lender is a FEDERALLY CHARTERED SAVINGS BANK, under the laws of NEVADA. 1101 W MOANA, SUITE 2RENO, NV 89509.

organized and existing Lender's address is

(D) "Trustee" is JOAN H. ANDERSON.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated JULY 15, 2004. The Note states that Borrower owes Lender *****FOUR HUNDRED THIRTY SIX THOUSAND AND NO/100***** Dollars (U.S. \$436,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than AUGUST 1, 2034.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

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

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

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- V.A. Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- Other(s) [specify]

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

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

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

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

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

Initials: TBH

VI WBCD LOAN # 500185232

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] Of Clark [Name of Recording Jurisdiction]:
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 RECORDER, CLARK COUNTY, NEVADA.
APN #: 191-13-811-052

which currently has the address of 2763 White Sage Dr, Henderson,
Nevada 89052 ("Property Address"): [Street] [City]
[Zip Code]

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

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

Initials: JBH

V1 WBCD LOAN # 500185232

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

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

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

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

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of

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

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

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

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

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

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

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reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

As a result of these agreements, Lender, any purchaser of the note, another insurer, any reinsurer, any other entity, or affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement

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provided that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's

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interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers

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by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat

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of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

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

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

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

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

Gordon Hansen (Seal)
GORDON HANSEN

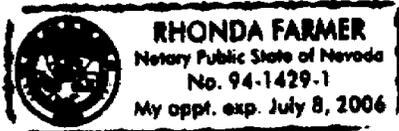
State of NEVADA
County of CLARK

This instrument was acknowledged before me on JULY 16, 2004 (date)
by Gordon Hansen

(name(s) of person(s)).

(Seal, if any)

Rhonda Farmer
(Signature of notarial officer)



Title (and rank): NOTARY Public

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MIN: 100052550018523257

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 15TH day of JULY, 2004 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to WESTERN THRIFT & LOAN, A FEDERALLY CHARTERED SAVINGS BANK

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 2763 White Sage Dr, Henderson, NV 89052.

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS

(the "Declaration").
The Property is a part of a planned unit development known as sun city anthem

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

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

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

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire hazards

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included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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

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

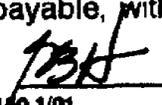
In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums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

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

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

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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

Initials: 

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 310 1/01

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Page 2 of 3

F3150ALU 0205

07-14-2004 15:01

TOBIN 3603

VI WBCD LOAN # 500185232

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



GORDON HANSEN (Seal)

MULTISTATE PUD RIDER--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3150 1/01

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Page 3 of 3

F3150RLU

07-14-2004 15:01



20040817-0002284

Fee: \$14.00
08/17/2004 12:10:47 T20040084806
Req: WELLS FARGO BANK NA
Frances Deane N/C: \$0.00
Clark County Recorder Pgs: 1

PIN #: 191-13-811-052

This document was prepared by:
Wells Fargo Bank
PO Box 31557
2324 Overland Avenue
Billings, MT 59107 866/255-9102

Return Tax Statements & Documents to:

**GORDON B. HANSEN
2763 WHITE SAGE DR
HENDERSON, NV 89052-7093**

DEED OF RECONVEYANCE

Account Number: **650 112 2835 CC**

The undersigned as Trustee under that certain Deed of Trust described as follows:

Dated: **September 25, 2003** Recorded: **November 20, 2003** County of: **CLARK**
Fee / Doc No.: **2003112004030** Book: **20031120** Page: **04030**
Micro Film: **N/A**

State of: **Nevada**

Trustor: **GORDON B. HANSEN AND MARILYN I. HANSEN, HUSBAND AND WIFE, AS
JOINT TENANTS**

Trustee: **AMERICAN SECURITIES COMPANY OF NEVADA**

Beneficiary: **WELLS FARGO BANK, NA**

Having received from the present Beneficiary under said Deed of Trust, a written request to reconvey, reciting that the obligations secured by the Deed of Trust have been fully satisfied, does hereby grant, bargain, sell and reconvey, unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee under said Deed of Trust.

Dated: **08-09-2004**

**AMERICAN SECURITIES COMPANY
OF NEVADA**

(Trustee)

Cory G. Crable
Cory G Crable, Collateral Officer

STATE OF MONTANA }
COUNTY OF YELLOWSTONE }ss.

This foregoing instrument was acknowledged before me, the undersigned Notary Public, on this **08-09-2004**, by **Cory G Crable**, Collateral Officer of **AMERICAN SECURITIES COMPANY**.

Susie Evans

Susie Evans
Notary Public for the State of Montana
Residing at **Billings**, Montana
My commission expires: **04-01-2006**





20040831-0007563

Fee: \$19.00
08/31/2004 17:34:48 T20040092892
Req: WASHINGTON MUTUAL BANK FA
Frances Deane N/C: \$0.00
Clark County Recorder Pgs: 3

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

Recording Requested By:
Washington Mutual Bank FA

When Recorded Return To:

Washington Mutual
P O BOX 47529
SAN ANTONIO, TX 78265-7529

3



SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

WASHINGTON MUTUAL - CLIENT 908 #:0613519511 "HANSEN" Lender ID:F27/909/1692398484
Clark, Nevada PIF: 07/26/2004

WASHINGTON MUTUAL BANK, FA is the Owner and Holder of the Note secured by the Deed of Trust Dated: 07/30/2003 , made by GORDON B HANSEN AND MARYLYN HANSEN as Trustor, with LAWYERS TITLE OF NEVADA as Trustee, for the benefit of CITY FIRST MORTGAGE SERVICES, L.L.C. as Beneficiary, which said Deed of Trust was recorded 07/31/2003 in the Office of the County Recorder of Clark State of Nevada, in Book: 20030731 Page: 04444 as Instrument No.: N/A wherein said Owner and Holder hereby substitutes CALIFORNIA RECONVEYANCE COMPANY 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, WASHINGTON MUTUAL BANK, FA 9601 MCALLISTER FRWY, SAN ANTONIO, TX 78216 as owner and CALIFORNIA RECONVEYANCE COMPANY 9601 MCALLISTER FRWY, , SAN ANTONIO, TX 78216 as Substituted Trustee, have caused this instrument to be executed, each in its respective interest;

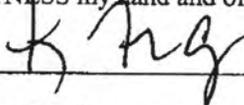
WASHINGTON MUTUAL BANK, FA
On August 24th, 2004

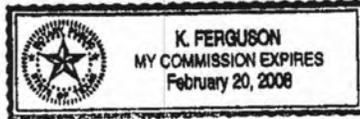
By: C Brewton
C BREWTON, Assistant Vice-President

STATE OF Texas
COUNTY OF Bexar

Before me, the undersigned, , a Notary Public, on this day personally appeared C BREWTON, Assistant 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. Given under my hand and seal of office, this day August 24th, 2004.

WITNESS my hand and official seal,



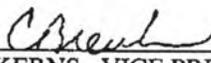


Notary Expires: / /

(This area for notarial seal)

CALIFORNIA RECONVEYANCE COMPANY hereby accepts said appointment as Trustee under said Deed of Trust and as Successor Trustee pursuant to the request of said Owner and Holder 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 CALIFORNIA RECONVEYANCE COMPANY as Trustee
On August 24th, 2004

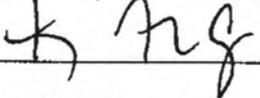


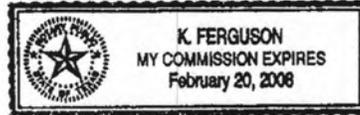
JB KERNS , VICE PRESIDENT

STATE OF Texas
COUNTY OF Bexar

Before me, the undersigned, , a Notary Public, on this day personally appeared JB KERNES , 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. Given under my hand and seal of office, this day August 24th, 2004.

WITNESS my hand and official seal,





Notary Expires: / /

(This area for notarial seal)

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

10



Fee: \$14.00
09/01/2004 19:17:10 T200409093564
Req: GORDON HANSEN
Frances Deane N/C: \$0.00
Clark County Recorder Pgs: 1

APN: 191-13-811-052

Declaration of Homestead

I, **GORDON HANSEN** hereby declare as follows:

1. I am a householder.
2. I reside on the land and premises located at:
**2763 WHITE SAGE DRIVE
HENDERSON, NV 89052**
and more particularly described as follows;
**PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,
SUN CITY ANTHEM, UNIT 19 PHASE 2**
Assessor's Parcel Number 191-13-811-052, Clark County, Nevada.
3. I herein claim the land and premises hereinabove described together with the dwelling house thereon, and its appurtenances, as a homestead.

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of AUGUST, 2004.

x *Gordon Hansen*
GORDON HANSEN

STATE OF NEVADA, COUNTY OF Clark

On this 30 day of August, in the year 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared;

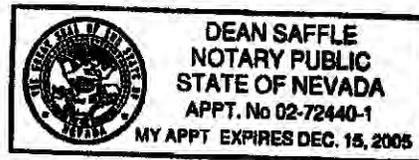
GORDON HANSEN,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed it.

WITNESS my hand and official seal:

(notary seal)

x *Dean Saffle*
(Signature of notary public)



RECORDING REQUESTED BY AND MAIL TO:

**GORDON HANSEN
2763 WHITE SAGE DRIVE
HENDERSON, NV 89052**

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EXHIBIT 3

APN 191-13-811-052 CLARK COUNTY PROPERTY RECORD

2007

2007 Recorded documents 3	200705100001127 DEED OF TRUST/ 5/10/07 2ND OPEN-ENDED DOT \$31,600 TO G HANSEN. THIS WAS WELLS FARGO'S ONLY RECORDED LIEN RELATED TO GORDON B. HANSEN, AN UNMARRIED MAN. NOT DISCLOSED BY NATIONSTAR OR BY RED ROCK FINANCIAL SERVICES.
--	---

EXHIBIT 3

15

20070510-0001127

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

Fee: \$28.00
N/C Fee: \$0.00

After Recording Return To:
Wells Fargo Bank, N.A.
Attn: Document Mgt.
P.O. Box 31557
MAC B6955-015
Billings, MT 59107-9900

05/10/2007 10:12:57
T20070082201

Requestor:
WELLS FARGO BANK NA

Debbie Conway JYB
Clark County Recorder Pgs: 15

This instrument was prepared by:
Wells Fargo Bank, N.A.
LARRY VANORE
DOCUMENT PREPARATION
11601 N BLCAK CANYON HIGHWAY
PHOENIX, ARIZONA 85029
602-328-2200
(Name & Address of Preparer)

[Space Above This Line For Recording Data]

Account number: 650-650-5377981-1XXX

Reference number: 20070757100069

OPEN-END DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined elsewhere in this document. Certain rules regarding the usage of words used in this document are also provided in Section 14.

- (A) "Security Instrument" means this document, which is dated **APRIL 16, 2007**, together with all Riders to this document.
- (B) "Borrower" is **GORDON B. HANSEN AN UNMARRIED MAN**. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is **Wells Fargo Bank, N.A.**. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is **101 North Phillips Avenue, Sioux Falls, SD 57104**. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is **American Securities Company of Nevada, 18700 NW Walker Road, Bldg 92, Beaverton, OR 97006**.
- (E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated **APRIL 16, 2007**. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, **THIRTY-ONE THOUSAND EIGHT HUNDRED AND 00/100THS Dollars (U.S. \$ 31,800.00)** plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than **April 16, 2047**.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument, and also all sums due under this Security Instrument, plus interest.



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

Leasehold Rider

Third Party Rider

Other(s) [specify] _____ N/A

(I) "Applicable Law" means all controlling applicable federal law and, to the extent not preempted by federal law, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

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

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

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Periodic Payment" means the amounts as they become due for principal, interest and other charges as provided for in the Debt Instrument.

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of CLARK :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

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

which currently has the address of 2763 WHITE SAGE DR
[Street]

HENDERSON, Nevada 89052 ("Property Address");
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security



Instrument as the "Property." The Property shall also include any additional property described in Section 20.

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

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

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

Payments are deemed received by Lender when received at the location designated in (or in accordance with) the Debt Instrument or at such other location as may be designated by Lender in accordance with the notice provisions in Section 13. Subject to Applicable Law, Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future.

2. Application of Payments or Proceeds. Unless other procedures are set forth in the Debt Instrument or Applicable Law, Lender may apply payments in any order that Lender deems appropriate.

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

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) has disclosed such lien to Lender at application for the Loan or agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that can attain priority over this Security Instrument and which was not disclosed on the application for the Loan that Borrower provided to Lender, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions satisfactory to Lender set forth above in this Section 3.

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

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



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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 4 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding loan balance. Upon Lender's request, Borrower shall promptly give to Lender copies of all policies, renewal certificates, receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Debt Instrument up to the amount of the outstanding loan balance.

In the event of loss and subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights, the following provisions in this Section 4 shall apply. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Debt Instrument or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the



Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Debt Instrument or this Security Instrument, whether or not then due, subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights.

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

6. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

7. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, (a) representations concerning Borrower's occupancy of the Property as Borrower's principal residence and (b) liens on the Property that have priority over this Security Instrument.

8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument or any obligation that is secured by a lien that is superior to this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of any lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



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

9. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

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

Subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights, in the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.



All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2, subject to the rights of any lienholder with rights to Miscellaneous Proceeds that are superior to Lender's rights.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

11. Joint and Several Liability; Co-trustors; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who signs this Security Instrument but does not execute the Debt Instrument (a "co-trustor"): (a) is signing this Security Instrument only to mortgage, grant and convey the co-trustor's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Debt Instrument without the co-trustor's consent.

Subject to the provisions of Section 16, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 17) and benefit the successors and assigns of Lender.

12. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

13. Notices. Unless otherwise described in the Debt Instrument or in another agreement between Borrower and Lender, the following provisions regarding notices shall apply. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address for Borrower



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

14. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and, to the extent not preempted by federal law, the law of Nevada including the provisions of Nev. Rev. Stat. §§ 106.300-106.400. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Debt Instrument conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Debt Instrument which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; (c) the word "may" gives sole discretion without any obligation to take any action; and (d) headings that appear at the beginning of the sections of this Security Instrument are inserted for the convenience of the reader only, shall not be deemed to be a part of this Security Instrument, and shall not limit, extend, or delineate the scope or provisions of this Security Instrument.

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

16. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 16, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 13 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Sale of Debt Instrument; Change of Loan Servicer; Notice of Grievance. The Debt Instrument or a partial interest in the Debt Instrument (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 Debt Instrument and this Security Instrument and performs other mortgage loan servicing obligations under the Debt Instrument, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Debt Instrument. If there is a change of the Loan Servicer, Borrower will be given written notice of the change as required by Applicable Law. If the Debt Instrument is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Debt Instrument, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the purchaser of the Debt Instrument unless otherwise provided by the purchaser of the Debt Instrument.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given



in compliance with the requirements of Section 13) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 16 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 17. If Borrower and Lender have entered into an agreement to arbitrate disputes, the provisions of any such arbitration agreement shall supersede any provision in this Section 17 that would conflict with the arbitration agreement.

18. Hazardous Substances. As used in this Section 18: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, mold, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

19. Assignment of Leases and Rents. Borrower irrevocably grants, conveys, sells and assigns to Trustee, in trust for the benefit of Lender, as additional security: (a) all of Borrower's right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases"), and (b) all of the rents, security deposits, issues and profits arising out of or earned in connection with the Property (all referred to as "Rents").

Borrower will promptly provide Lender with true and correct copies of all existing and future Leases. Borrower may collect, receive, enjoy and use the Rents so long as Borrower is not in default under the terms of this Security Instrument. Borrower agrees that this assignment is immediately effective between the parties to this Security Instrument. Borrower agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Loan is satisfied.

Borrower agrees that Lender or Trustee may take actual possession of the Property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Borrower of an event of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of an event of default, Borrower will endorse and deliver to Lender any payment of Rents in Borrower's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Unless Applicable Law provides otherwise, all Rents collected



by Lender or Lender's agent shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by this Security Instrument in the order provided for in Section 2. If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any amounts disbursed by Lender for such purposes shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

Borrower warrants that no default exists under the Leases or any applicable landlord/tenant law. Borrower agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

20. Condominiums; Planned Unit Developments. If the Property is a unit in a condominium project ("Condominium Project") or is part of a planned unit development ("PUD"), Borrower agrees to the following:

A. **Obligations.** Borrower shall perform all of Borrower's obligations under the Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project or PUD and any condominium association, homeowners association or equivalent entity ("Community Association"); (ii) any by-laws or other rules or regulations of the Community Association; and (iii) other equivalent documents. Borrower shall promptly pay, when due, all Community Association Dues, Fees, and Assessments.

B. **Property.** For units in a Condominium Project, the Property includes the unit in, together with an undivided interest in the common elements of, the Condominium Project, and Borrower's interest in the Community Association and the uses, proceeds and benefits of Borrower's interest. For PUDs, the Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in the Constituent Documents, and Borrower's interest in the Community Association and the uses, benefits and proceeds of Borrower's interest.

C. **Property Insurance.** So long as the Community Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then Borrower's obligation under Section 4 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Community Association policy. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy. In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements of the Condominium Project or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower, subject to the rights of any lienholder with rights to insurance proceeds that are superior to Lender's rights.

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

E. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements of the Condominium Project or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the rights of any lienholder with rights to such proceeds that are superior to Lender's rights. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 9.

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



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

G. Remedies. If Borrower does not pay Community Association Dues, Fees, and Assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph G shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at the rate applicable to the Debt Instrument from time to time, from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

21. Acceleration; Remedies. Borrower will be in default if (1) any payment required by the Debt Instrument or this Security Instrument is not made when it is due; (2) Lender discovers that Borrower or any co-applicant has committed fraud or made a material misrepresentation in connection with the Loan; (3) Borrower takes any action or fails to take any action that adversely affects Lender's rights under this Security Instrument, any of Lender's other security for the Debt Instrument, or any right Lender has in the Property; or (4) Borrower is an executive officer of Lender and federal law permits or requires immediate payment of the Loan. If a default occurs (other than under Section 16 or under subsection (4) of this Section 21, unless Applicable Law provides otherwise), Lender will give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option, and without further demand, may invoke the power of sale, including the right to accelerate full payment of the Debt Instrument, and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie



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

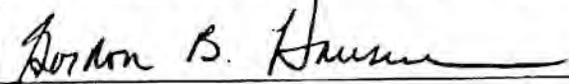
22. **Reconveyance.** Upon payment of all sums secured by this Security Instrument and termination of line of credit created by the Debt Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

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

Grantor advises to mail Tax Statements to: Name: GORDON B HANSEN Address: 2763 WHITE SAGE DR HENDERSON, NEVADA 89052-7093

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



(Seal) **GORDON B HANSEN** -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower



(Seal)

-Borrower

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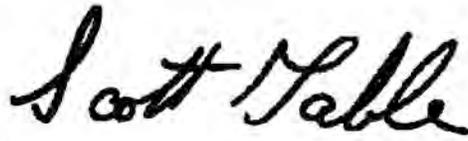
Wells Fargo Bank, N.A.

Account#: 650-650-5377981-1XXX

Reference #: 20070757100069

Social Security Number Affirmation

I hereby affirm, pursuant to Nev. Rev. Stat. § 239B.030 (4), that the document(s) being submitted for recording do not include the social security number of any person.



Scott Gable

Signature of person making affirmation

NV SSN AFF HCWF#903v1 (12/13/05)



1/1

Documents Processed 04-16-2007, 16:58:35

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EXHIBIT 4

APN 191-13-811-052 CLARK COUNTY PROPERTY RECORD 2008

2008 Recorded documents 4	200808270003627	DEED/ 8/27/08 GORDON HANSEN TO GORDON B HANSEN TRUST, DATED 8/22/08. GORDON B. HANSEN WAS THE TRUSTEE UNTIL HIS DEATH ON 1/14/12 AT WHICH TIME NONA TOBIN BECAME THE SOLE SUCCESSOR TRUSTEE, AND WAS A 50% CO-BENEFICIARY WITH STEVE HANSEN UNTIL STEVE DISCLAIMED HIS INTEREST ON 3/27/17.
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EXHIBIT 4

(4) -1

20080827-0003627

<p>Fee: \$16.00 RPTT: EX#007 N/C Fee: \$0.00 08/27/2008 15:28:08 T20080191661 Requestor: LEGAL EXPRESS Debbie Conway SCA Clark County Recorder Pgs: 4</p>
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APN: 191-13-811-052

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That GORDON B. HANSEN, without consideration, does hereby Grant, Bargain, Sell and Convey to GORDON B. HANSEN, Trustee of the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or restated, or his successors, all of his right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

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 RECORDER, CLARK COUNTY, NEVADA.

Commonly known as: 2763 White Sage Drive, Henderson, NV 89052.

SUBJECT TO: 1. Powers of Trustee attached hereto as Exhibit "A" and by this reference incorporated herein.

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

GRANTEES ADDRESS: Mr. Gordon B. Hansen, 2664 Olivia Heights Ave., Henderson, NV 89052

Witness his hand this 22nd day of August, 2008.

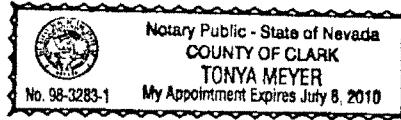
Gordon B. Hansen
GORDON B. HANSEN

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 22nd day of August, 2008, before me, the undersigned, a Notary Public in and for said County of Clark, State of Nevada, personally appeared GORDON B. HANSEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Tonya Meyer
Notary Public



Mail Tax Statements to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

When Recorded, Mail to:
Mr. Gordon B. Hansen
2664 Olivia Heights Ave.
Henderson, NV 89052

EXHIBIT "A"
POWERS OF TRUSTEE

GORDON B. HANSEN, Trustee, is hereby vested with complete powers of disposition of the real estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustee shall be obligated to look beyond the terms of this instrument for power in the Trustee to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantee is likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the "**GORDON B. HANSEN TRUST**" which was executed on August 22, 2008.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number

- a) 191-13-811-052
- b) _____
- c) _____
- d) _____

FOR RECORDER OPTIONAL USE ONLY	
Document/Instrument #:	_____
Book _____	Page: _____
Date of Recording:	<u>Cost of Trust</u> <u>per</u>

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
- i) Other

3. Total Value/Sales Price of Property \$ _____
 Deed in Lieu of Foreclosure Only (value of property) (_____)
 Transfer Tax Value: \$ _____
 Real Property Transfer Tax Due \$ _____ 0

4. If Exemption Claimed:

- a. Transfer Tax Exemption per NRS 375.090, Section 7
- b. Explain Reason for Exemption: Transfer without consideration to or from a Trust

5. Partial Interest: Percentage being transferred: N/A%

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 Gordon B. Hansen Capacity Grantor
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)

Print Name: GORDON B. HANSEN
 Address: 2763 White Sage Dr.
 City: Henderson
 State: NV Zip: 89052

BUYER (GRANTEE) INFORMATION (REQUIRED)

Print Name: GORDON B. HANSEN TRUST
 Address: 2664 Olivia Heights Ave.
 City: Henderson
 State: NV Zip: 89052

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

Print Name: Mr. Gordon B. Hansen Escrow #: _____
 Address: 2664 Olivia Heights Ave.
 City: Henderson State: NV Zip: 89052

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

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EXHIBIT 5

APN 191-13-811-052 CLARK COUNTY PROPERTY RECORD

2012

2012 Recorded documents 5	201212140001338	LIEN/ RED ROCK RECORDED ON 12/14/12 DEMAND FOR \$925.76. DISCLOSED AS NSM 169 DISPUTED BECAUSE LIEN WAS RECORDED WITH NO NOTICE WHEN \$275 ASSESSMENTS FOR 10/1/12-12/31/12 WERE DELINQUENT AND ONLY A \$25 LATE FEE WAS AUTHORIZED. PROPERTY WAS IN SPARKMAN ESCROW FROM 8/10/12 AND ESCROW HAD INSTRUCTIONS TO PAY THE HOA IN FULL AT CLOSE OF ESCROW.
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EXHIBIT 5

Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201212140001338
Fees: \$17.00
N/C Fee: \$0.00
12/14/2012 09:37:58 AM
Receipt #: 1421501
Requestor:
NORTH AMERICAN TITLE COMPAN
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

Accommodation

LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

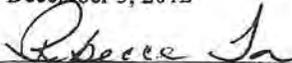
NOTICE IS HEREBY GIVEN: Red Rock Financial Services, a division of RMI Management LLC, officially assigned as agent by the Sun City Anthem Community Association, herein also called the Association, in accordance with Nevada Revised Statutes 116 and outlined in the Association Covenants, Conditions, and Restrictions, herein also called CC&R's, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 and including any and all Amendments and Annexations et. seq., of Official Records of Clark County, Nevada, which have been supplied to and agreed upon by said owner.

Said Association imposes a Lien for Delinquent Assessments on the commonly known property:
2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, in the County of Clark

Current Owner(s) of Record:
GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

The amount owing as of the date of preparation of this lien is **\$925.76.
This amount includes assessments, late fees, interest, fines/violations and collection fees and costs.
** The said amount may increase or decrease as assessments, late fees, interest, fines/violations, collection fees, costs or partial payments are applied to the account.

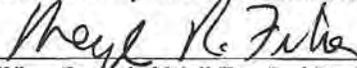
Dated: December 5, 2012

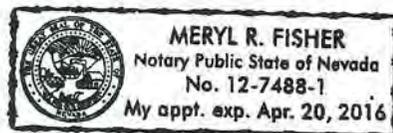

Prepared By Rebecca Tom, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On December 5, 2012, before me, personally appeared Rebecca Tom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



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EXHIBIT 6

**APN 191-13-811-052
CLARK COUNTY PROPERTY RECORD**

2013

EXHIBIT 6

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV. 89052
Title Order Number: 3a334

Inst #: 201303120000847
Fees: \$17.00
N/C Fee: \$0.00
03/12/2013 09:55:30 AM
Receipt #: 1529577
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS**

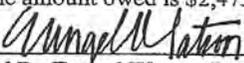
◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of March 7, 2013, the amount owed is \$2,475.35. This amount will continue to increase until paid in full.

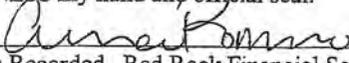

Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

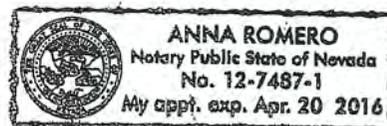
Dated: March 7, 2013

STATE OF NEVADA)
COUNTY OF CLARK)

On March 7, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Red Rock Financial Services
Mail To: 7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119
702-932-6887



Assessor Parcel Number: 191-13-811-052
File Number: R808634

Inst #: 201304030001569
Fees: \$17.00
N/C Fee: \$0.00
04/03/2013 11:28:14 AM
Receipt #: 1560335
Requestor:
NORTH AMERICAN TITLE SUNSET
Recorded By: SUO Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF RESCISSION

Red Rock Financial Services, a division of RMI Management LLC, is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

NOTICE IS HERBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association which the Lien for Delinquent Assessments was executed on 12/14/2012 as Book 20121214 and Instrument Number 0001338 of the Official Records in the Office of the Recorder of Clark County, Nevada and affecting the following described property situated in the County of Clark, State of Nevada, and more commonly known as:

2763 White Sage Dr, Henderson, NV 89052
SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4,
recorded at the Clark County, Nevada Recorders Office.

The owner(s) of record on said lien: GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008

Red Rock Financial Services and / or Sun City Anthem Community Association does hereby cancel, rescind and withdraw the Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments, recorded on 03/12/2013 as Book 20130312 and Instrument Number 0000847 of the Official Records in the Office of the Recorder of Clark County, Nevada.

Dated March 27, 2013

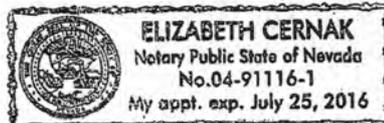
Prepared By Eungel Watson, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On March 27, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

When Recorded Mail To: Red Rock Financial Services
7251 Amigo Street, Suite 100
Las Vegas, Nevada 89119



Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052
Title Order Number: 39334 RS

Inst #: 201304080001087
Fees: \$17.00
N/C Fee: \$0.00
04/08/2013 09:51:06 AM
Receipt #: 1665431
Requester:
NORTH AMERICAN TITLE SUNSET
Recorded By: MAT Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

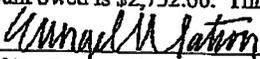
**NOTICE OF DEFAULT AND ELECTION TO SELL PURSUANT TO THE
LIEN FOR DELINQUENT ASSESSMENTS**
◆ IMPORTANT NOTICE ◆

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! IF YOU FAIL TO PAY THE AMOUNT SPECIFIED IN THIS NOTICE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE!

NOTICE IS HEREBY GIVEN: Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association, under the Lien for Delinquent Assessments, recorded on 12/14/2012, in Book Number 20121214, as Instrument Number 0001338, reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien, land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4, of the Official Records in the Office of the Recorder of Clark County, Nevada, makes known the obligation under the Covenants, Conditions and Restrictions recorded 10/31/2000, in Book Number 20001031, as Instrument Number 02253, has been breached. As of 07/01/2012 forward, all assessments, whether monthly or otherwise, late fees, interest, Association charges, legal fees and collection fees and costs, less any credits, have gone unpaid.

Above stated, the Association has equipped Red Rock Financial Services with verification of the obligation according to the Covenants, Conditions and Restriction in addition to documents proving the debt, therefore declaring any and all amounts secured as well as due and payable, electing the property to be sold to satisfy the obligation. In accordance with Nevada Revised Statutes 116, no sale date may be set until the ninety-first (91) day after the recorded date or the mailing date of the Notice of Default and Election to Sell. As of April 4, 2013, the amount owed is \$2,752.66. This amount will continue to increase until paid in full.

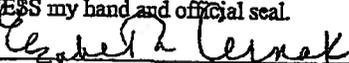

Prepared By Eungel Watson Red Rock Financial Services, on behalf of Sun City Anthem Community Association

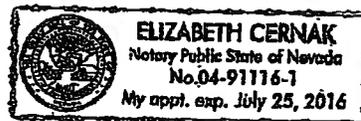
Dated: April 4, 2013

STATE OF NEVADA)
COUNTY OF CLARK)

On April 4, 2013, before me, personally appeared Eungel Watson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


When Recorded Red Rock Financial Services
Mail To: 4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
702-932-6887



Inst #: 201309230001369

Fees: \$17.00

N/C Fee: \$0.00

09/23/2013 10:39:05 AM

Receipt #: 1781308

Requestor:

REPUBLIC SERVICES

Recorded By: HENDC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

NOTICE OF CLAIM OF LIEN FOR SOLID WASTE SERVICE

PARCEL# 191-13-811-052

Account # 620-273303

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

NEVADA REVISED STATUTES
CHAPTER 444.520

in the amount of \$264.49 , on and against the real property of: HANSEN GORDON B TRUST

said property being legally described as follows:
SUN CITY ANTHEM UNIT #19 PHASE
PLAT BOOK 102 PAGE 80
LOT 85 BLOCK 4

and commonly known as: 2763 WHITE SAGE DR, HENDERSON NV 89052-7093
Henderson, Nevada 890527093

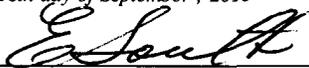
The lien claimed against the interest of: HANSEN GORDON B TRUST as owner of the above-described property is for solid waste collection, charges, fees and penalties charged by: REPUBLIC SERVICES

as contractor of the CITY OF HENDERSON for the period from 4/30/2013 to 10/31/2013

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

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

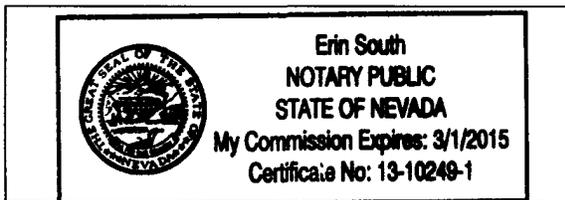
SUBSCRIBED and SWORN to before me
this 18th day of September, 2013



Notary Public

By: 

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



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

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		<p>RED ROCK COVERTLY REJECTED BANA'S AGENT'S 5/8/13 CHECK FOR \$825 (SCA 513) FOR THE NINE MONTHS OF ASSESSMENTS DUE FOR THE PERIOD OF 10/1/12-6/30/13, (SCA 415-416).</p> <p>RED ROCK RESPONDED TO A THIRD TICOR TITLE REQUEST FOR PAY OFF FIGURES ON 5/29/13.</p> <p>ON 6/4/13, TICOR TITLE ESCROW PREPARED A HUD-1 TO PAY THE HOA WHAT RED ROCK DEMANDED, \$3,055.47, BUT BANK OF AMERICA REJECTED THE MAZZEO'S \$395,000 OFFER.</p> <p>SINCE BANA WOULD NOT LET ESCROW CLOSE, THE HOA DID NOT GET ANY OF THE \$3,055.47 RED ROCK DEMANDED ON 5/29/13.</p> <p>SINCE RED ROCK COVERTLY REJECTED BANA'S 5/8/13 COVERT TENDER OF \$825, THE EXISTING ACTUAL DEFAULT OF \$825 WAS UNFAIRLY NOT CURED.</p>
	201309230001369	LIEN \$264.49 REPUBLIC SERVICES DISCLOSED AS RRFs 185.

EXHIBIT 6

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EXHIBIT 7

**APN 191-13-811-052
CLARK COUNTY PROPERTY RECORD**

2014

EXHIBIT 7

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<p>2014 Recorded documents</p> <p>7</p>	<p>201402120001527</p> <p>201405060004357</p> <p>201408220002548</p>	<p>NOTICE OF 3/7/14 HOA SALE \$5,081.45 DEMANDED AS OF 2/11/14 DISCLOSED AS NSM 173-174 DISPUTED BECAUSE THE 3/7/14 SALE WAS CANCELLED AT BECAUSE NONA TOBIN HAD ON 3/4/14 ACCEPTED A \$340,000 CASH OFFER. ON 3/28/14, RED ROCK RESPONDED TO A 3/18/14 REQUEST FOR PAYOFF FIGURES FROM CHCAGO TITLE, BUT CONCEALED THEIR 3/28/14 DEMAND FOR \$4,962.64 AND CONCEALED THE 3/6/14 PRELIMINARY TITLE REPORT. ON 4/18/14, NATIONSTAR REJECTED THE \$340,000 CASH OFFER AND REQUIRED THE PROPERTY BE POSTED ON AUCTION.COM FROM 5/4/14-5/8/14. ON 5/8/14, NONA TOBIN ACCEPTED THE \$367,500 HIGH BID BY MZK PROPERTIES, LLC. ON 6/2/14, THE NRED OMBUDSMAN STAFF RECORDED THAT ON 5/15/14 THE OMBUDSMAN RECEIVED NOTICE THAT THE 2/12/14 NOTICE OF SALE WAS CANCELLED AND THE 5/15/14 TRUSTEE SALE WAS CANCELLED AND "THE OWNER RETAINED" RED ROCK PRODUCED (SCA 302 AND RRFS)AN EQUATOR MESSAGE</p> <p>LIEN \$253.50 REPUBLIC SERVICES DISCLOSED AS RRFS 070</p> <p>DEED HOA FORECLOSURE TO OPPORTUNTY HOMES LLC DISCLOSED AS NSM 175-177 \$63,100 SALE PRICE AFTER NATIONSTAR REJECTED \$340,000 CASH OFFER SIGNED BY NONA TOBIN ON 3/4/14 AND</p>
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\$367,500 AUCTION.COM HIGH BID ACCEPTED BY TOBIN ON 5/8/14 DESPITE NONA TOBIN HAVING AN 7/26/14 \$358,800 OFFER IN HAND PENDING LENDER APPROVAL. NATIONSTAR.

NATIONSTAR'S ASSERTED IN ITS 2/12/19 LIMITED JOINDER AND ITS 3/21/19 MOTION FOR SUMMARY JUDGMENT THAT THE SALE WAS VOID, AS TO NATIONSTAR'S SECURITY INSTRUMENT (7/22/04 HANSEN DEED OF TRUST, DUE TO RED ROCK'S COVERT REJECTION OF THE 5/9/13 \$825 MILES BAUER TENDER.

NATIONSTAR IGNORED NSM 160, PUD RIDER REMEDIES CONTRACT PROVISION, TO FRAUDULENTLY CLAIM THAT THE SALE WAS VALID TO EXTINGUISH THE OWNER'S TITLE RIGHTS.

NATIONSTAR CONCEALED IN DISCOVERY SCA 302 THAT WAS A 5/28/14 EQUATOR MESSAGE FROM NATIONSTAR TO CRAIG LEIDY OFFERING \$1,100 TO CLOSE THE 5/8/14 AUCTION.COM ESCROW.

KOCH & SCOW AND SCA PRODUCED FALSIFIED DCUMENTS THAT SHOWED THEIR CONSPIRACY TO CONCEL RED ROCK'S FRAUDULENT MISREPRESENTATION OF THE 5/28/14 OFFER. THESE WILL BE PRODUCED IN A SEPARATE REQUEST FOR JUDICIAL NOTICE TO SUPPORT THE MOTION FOR SANCTIONS AGAINST COUNTER-DEFENDANT RED ROCK, AGAINST CROSS-DEFENDANT NATIONSTAR, AND AGAINST THIRD PARTIES TO BE NAMED IN THIRD PARTY COMPLAINTS TO BE FILED BY 3/19/21 INTO

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		CASE A-21-82840-C.
201409090000974		DEED OF TRUST 9/9/14 ASSIGN OF 7/22/04 HANSEN DOT FROM BANA 2 WELLS FARGO BY BANA DISCLOSED AS NSM 178-179 SO BANA HAD NO INTEREST IN THE 7/22/04 DOT TO ASSIGN AFTER 9/9/14.
201412010000518		DEED OF TRUST 12/1/14 ASSIGNMENT OF THE 7/22/04 HANSEN DEED OF TRUST FROM BANA 2 NATIONSTAR BY NATIONSTAR. DISCLOSED AS NSM 180-181 EVEN THOUGH IT IS OBVIOUS FROM NSM 178-179 THAT NATIONSTAR KNEW THAT BANA HAD NO INTEREST TO ASSIGN TO NATIONSTAR AFTER 9/9/14. NATIONSTAR KNEW IT WAS CAUGHT DURING DISCOVERY BY THE LACK OF CANDOR IN THE RESPONSES TO TOBIN'S INTERROGATORIES AND REQUESTS FOR PRODUCTION. ON 3/8/19, NATIONSTAR RESCINDED THIS BOGUS ASSIGN- MENT, REMOVING ANY POSSIBLE CLAIM THAT NATIONSTAR WAS THE SUCCESSOR IN INTEREST TO BANA AS THE BENEFICIARY OF THE 7/22/04 HANSEN DEED OF TRUST. NEVERTHELESS, ON 6/3/19, NATIONSTAR FRAUDULENTLY RECONVEYED THE 7/22/04 HANSEN DEED OF TRUST TO JOEL A. STOKES, AS PART OF THE NATIONSTAR'S AND STOKES' SCHEME TO DEFRAUD THE COURT TO BLESS THEIR STEALING THE PROPERTY FROM THE ESTATE OF THE DECEASED BORROWER.

Assessor Parcel Number: 191-13-811-052
File Number: R808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052

Inst #: 201402120001021
Fees: \$18.00
N/C Fee: \$0.00
02/12/2014 09:06:29 AM
Receipt #: 1930419
Requestor:
RED ROCK FINANCIAL SERVICES
Recorded By: MAT Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

NOTICE OF FORECLOSURE SALE
UNDER THE LIEN FOR DELINQUENT ASSESSMENTS

Red Rock Financial Services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL RED ROCK FINANCIAL SERVICES AT (702) 932-6887 or (702) 215-8130. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION AT (877) 829-9907 IMMEDIATELY.

Red Rock Financial Services officially assigned as agent by the Sun City Anthem Community Association under the Lien for Delinquent Assessments. **YOU ARE IN DEFAULT UNDER THE LIEN FOR DELINQUENT ASSESSMENTS**, recorded on 12/14/2012 in Book Number 20121214 as Instrument Number 0001338 reflecting GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008 as the owner(s) of record on said lien. **UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT PUBLIC SALE.** If you need an explanation of the nature of the proceedings against you, you should contact an attorney.

The Notice of Default and Election to Sell Pursuant to the Lien for Delinquent Assessments was recorded on 04/08/2013 in Book Number 20130408 as Instrument Number 0001087 of the Official Records in the Office of the Recorder.

NOTICE IS HEREBY GIVEN: That on **03/07/2014**, at **10:00 a.m.** at the front entrance of the Nevada Legal News located at 930 South Fourth Street, Las Vegas, Nevada 89101, that the property commonly known as 2763 White Sage Dr, Henderson, NV 89052 and land legally described as SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 of the Official Records in the

Assessor Parcel Number: 191-13-811-052
File Number: P808634
Property Address: 2763 White Sage Dr
Henderson, NV 89052

Office of the County Recorder of Clark County, Nevada, will sell at public auction to the highest bidder, for cash payable at the time of sale in lawful money of the United States, by cash, a cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, state or federal savings and loan association or savings association authorized to do business in the State of Nevada, in the amount of **\$5,081.45** as of 2/11/2014, which includes the total amount of the unpaid balance and reasonably estimated costs, expenses and advances at the time of the initial publication of this notice. Any subsequent Association assessments, late fees interest, expenses or advancements, if any, of the Association or its Agent, under the terms of the Lien for Delinquent Assessments shall continue to accrue until the date of the sale. The property heretofore described is being sold "as is".

The sale will be made without covenant or warranty, expressed or implied regarding, but not limited to, title or possession, encumbrances, obligations to satisfy any secured or unsecured liens or against all right, title and interest of the owner, without equity or right of redemption to satisfy the indebtedness secured by said Lien, with interest thereon, as provided in the Declaration of Covenants, Conditions and Restrictions, recorded on 10/31/2000, in Book Number 20001031, as Instrument Number 02253 of the Official Records in the Office of the Recorder and any subsequent amendments or updates that may have been recorded.

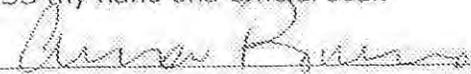
Dated: February 11, 2014


Prepared By Christie Marling, Red Rock Financial Services, on behalf of Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

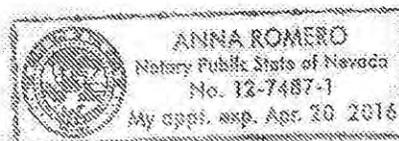
On February 11, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Reinstatement Information: (702) 483-2996 or Sale Information: (714) 573-7777

When Recorded Mail To:
Red Rock Financial Services
4775 W. Teco Avenue, Suite 140
Las Vegas, Nevada 89118
(702) 483-2996 or (702) 932-6887



Inst #: 20140506-0004357

Fees: \$17.00

N/C Fee: \$0.00

05/06/2014 02:30:41 PM

Receipt #: 2015738

Requestor:

REPUBLIC SERVICES

Recorded By: HENDC Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

PARCEL# 191-13-811-052
Account # 620-273303

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

in the amount of \$253.50 , on and against the real property
of: HANSEN GORDON B TRUST

said property being legally described as follows:
SUN CITY ANTHEM UNIT #19 PHASE
PLAT BOOK 102 PAGE 80
LOT 85 BLOCK 4

and commonly known as: 2763 WHITE SAGE DR, HENDERSON NV 89052-7093
Henderson, Nevada 890527093

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

as contractor of the CITY OF HENDERSON for the period from 11/01/2013 to 4/30/2014

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

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

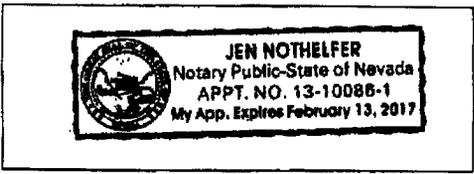
SUBSCRIBED and SWORN to before me
this 30th day of April, 2014

Jen Nothelfer

Notary Public

By: *Paige*

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



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

3-1

Mail and Return Tax statement to:
Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1805.40 Ex: #
08/22/2014 09:53:30 AM
Receipt #: 2130155
Requestor:
OPPORTUNITY HOMES LLC
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as **2763 White Sage Dr Henderson, NV 89052.**

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on **08/15/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$63,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

TOBIN 3647

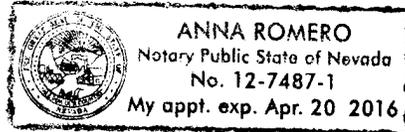
Dated: August 18, 2014


By: Christie Marling, employee of Red Rock Financial Services, agent for Sun City Anthem Community Association

STATE OF NEVADA)
COUNTY OF CLARK)

On August 18, 2014, before me, personally appeared Christie Marling, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.





When Recorded Mail To: Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

TOBIN 3648

STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number (s)

- a) 191-13-811-052
- b) _____
- c) _____
- d) _____

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY
Notes: <u>4</u>

3. Total Value/Sales Price of Property:

\$ 63,100.⁰⁰
 Deed in Lieu of Foreclosure Only (value of property) \$ _____
 Transfer Tax Value: \$ 353,529.⁰⁰
 Real Property Transfer Tax Due: \$ ~~323.85~~ 1,805.40 ✓

4. If Exemption Claimed:

- a. Transfer Tax Exemption, per NRS 375.090, Section: _____
- b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the 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 AGENT
 Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION

(REQUIRED)

Print Name: Red Rock Financial Services
 Address: 4775 West Teco Ave #140
 City: Las Vegas
 State: NV Zip: 89118

BUYER (GRANTEE) INFORMATION

(REQUIRED)

Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Parkway, #145
 City: Henderson
 State: NV Zip: 89074

COMPANY/PERSON REQUESTING RECORDING

(REQUIRED IF NOT THE SELLER OR BUYER)

Print Name: _____ Escrow # _____
 Address: _____
 City: _____ State: _____ Zip: _____

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED)

Inst #: 20140909-0000974

Fees: \$18.00

N/C Fee: \$0.00

09/09/2014 11:08:50 AM

Receipt #: 2146472

Requestor:

CORELOGIC

Recorded By: MJM Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

2

Recording Requested By:
Bank of America
Prepared By: **Ralph Flores**
800-444-4302

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823



DocID# 9028258423410976

Tax ID: 191-13-811-052

Property Address:

2763 White Sage Dr

Henderson, NV 89052-7093

NV0-ADT 30021075 7/28/2014 NPHASE2

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is **C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063** does hereby grant, sell, assign, transfer and convey unto **WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK** whose address is **C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063** all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Beneficiary: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR WESTERN THRIFT & LOAN, ITS SUCCESSORS AND ASSIGNS**

Made By: **GORDON B. HANSEN, AN UNMARRIED MAN**

Trustee: **JOAN H. ANDERSON**

Date of Deed of Trust: **7/15/2004** Original Loan Amount: **\$436,000.00**

Recorded in **Clark County, NV** on: **7/22/2004**, book N/A, page N/A and instrument number **20040722-0003507**

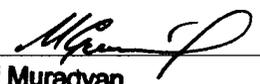
I the undersigned hereby affirm that this document submitted for recording does not contain the social security number of any person or persons.

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

~~AUG 21 2014~~

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

By: _____


Srbi Muradyan

Assistant Vice President

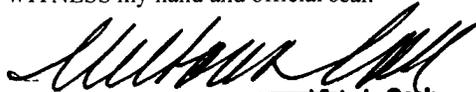
TOBIN 3650

State of California
County of Ventura

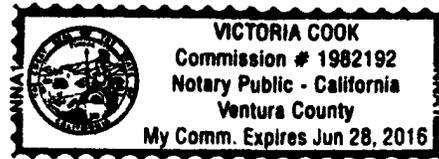
On AUG 21 2014 before me, Victoria Cook, Notary Public, personally appeared Srbui Muradyan, who proved to me on the basis of satisfactory evidence to be the person (s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Notary Public: Victoria Cook
My Commission Expires: 6/28/16



(Seal)

DocID# 9028258423410976

TOBIN 3651

2

Inet #: 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* NATT01NATNA00000000000000521839*
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 10/24/14

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* NATT01NATNA00000000000000521839*
NVCLARK* 0618315261 NVCLARK_TRUST_ASSIGN_ASSN * *CKNATN*

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EXHIBIT 8

APN 191-13-811-052
CLARK COUNTY PROPERTY RECORD
2015

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2015 Recorded documents 8	201501220001850	REQUEST FOR NOTICE OF LIENS OR NS 116 OR NRS 107 DEFAULTS BY NATIONSTAR DISCLOSED AS NSM 182	
	201502230000608	RPTT 2/23/15 REFUND TO THOMAS LUCAS "PROOF OF NOTIFICATION HOA FORECLOSURE PROVIDED" DISCLOSED AS NSM 183-185 THIS IS SIGNIFICANT BECAUSE THOMAS LUCAS COULDN'T PROVIDE PROOF OF NOTICE OF A FORECLOSURE SALE ON 8/22//14 WHEN HE RECORDED THE FORECLOSURE DEED. WHAT PROOF LUCAS PRODUCED TO GET A TAX REFUND WAS CONCEALED BY ALL PARTIES IN DISCOVERY. RED ROCK DID NOT PUBLISH ANY NOTICE OF THE 8/15/14 FORECLOSURE SALE.	
	201503120002285	SUBSTITUTION/ 3/12/15 RECONVEYANCE OF WELLS FARGO 5/10/07 2N HANSEN \$31,600 OPEN ENDED DOT CONCEALED BY NATIONSTAR AND RED ROCK.	
	201506090001537	DEED 6/9/15 JIMI JACK DEED IS VOID PER NRS 111.345 DISCLOSED AS NSM 186-188 SO IT IS INEXPLICABLE WHY NATIONSTAR DID NOT NAME JIMI JACK AS A DEFENDANT WHEN IT FILED ITS 1/11/16 QUIET TITLE COMPLAINT VS. OPPORTUNITY HOMES LLC WHO HAD NO RECORDED CLAIM TO PROTECT VS. JIMI JACK OR F. BONDURANT LLC	
201506090001545	DEED OP HOMES TO F. BONDURANT LLC FOR \$1.00 DISCLOSED AS NSM 189-191 NATIONSTAR DID NOT NAME F. BONDURANT LLC AS A DEFENDANT WHEN IT FILED ITS 1/11/16 QUIET TITLE		

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		COMPLAINT VS. OPPORTUNITY HOMES
201508170001056		SUBSTITUTION/ TRUSTEE ON 7/22/04 HANSEN DOT FROM ORIGINAL 7/22/04 TRUSTEE JOAN H ANDERSON TO AMER EE SERVCING SOLUTIONS BY NATIONSTAR. DISCLOSED AS NSM 192-194 ON 6/3/19 NATIONSTAR IGNORED THIS 8/17/15 CHANGE OF TRUSTEE WHEN MR. COOPER SUSTITUTED TRUSTEE JOAN H. ANDERSON A SECOND TIME TO CLAIM THAT MR. COOPER WAS THE TRUSTEE AND THE BENEFICIARY OF THE 7/22/04 HANSEN DEED OF TRUST WITH THE POWER TO RECONVEY THE PROPERTY TO JOEL STOKES INSTEAD OF TO THE HANSEN ESTATE.
201512010003402		12/1/15 JUDGMENT/ 10/23/15 BANA DEFAULT ON 12/1/15 JOSEPH HONG RECORDED THE 10/23/15 ORDER OF DEFAULT FOR WHICH NO NOTICE OF ENTRY OF ORDER WAS EVER FILED. BANA DEFAULTED BECAUSE BANA HAD NO RECORDED INTEREST AFTER 9/9/14. ON 6/16/15 JOSEPH HONG SUED BANA, BUT DID NOT FILE ANY CLAIMS VS. WELLS FARGO THAT HAD BANA'S RECORDED INTEREST AS OF 9/9/14. ON 6/16/15 JOSEPH HONG DID NOT NAME NATIONSTAR AS A DEFENDANT DESPITE ITS 12/1/14 RECORDED CLAIM. NRS 40.110 PROHIBITS A COURT FROM JOSEPH HONG NEVER FILED ANY CLAIMS VS. NATIONSTAR, FOR QUIE ANY TIME BETWEEN 2015 AND THE PRESENT ON BEHALF OF ANY OF HIS CLIENTS.

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		JOSEPH HONG NEVER REFUTED WITH EVIDENCE ANY CLAIMS FILED AGAINST ANY OF HIS CLIENTS. SOMEHOW MANAGED TO CONVINCED THE COURT THAT HIS CLIENT, NON-PARTY JOEL STOKES' BOGUS OUT OF COURT "SETTLEMENT" OF NON-EXISTENT CLAIMS AGAINST NATIONSTAR
--	--	---

EXHIBIT 8

Inst #: 20150122-0001850

Fees: \$17.00

N/C Fee: \$0.00

01/22/2015 09:10:12 AM

Receipt #: 2289961

Requestor:

5 ARCH CODE COMPLIANCE LLC

Recorded By: OSA Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 191-13-811-052
LOAN NUMBER: 618315261
RECORDING REQUESTED BY:
5 ARCH CODE COMPLIANCE, LLC
WHEN RECORDED MAIL TO:

NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

496.GRC.JD.NV.RFN

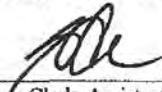
REQUEST FOR NOTICE
Under NRS Chapters 107 and 116

The undersigned is a person with an interest in the real property described herein, having an interest in that certain Deed of Trust, wherein the Trustor is GORDON B. HANSEN, AN UNMARRIED MAN, the Trustee is JOAN H. ANDERSON, and the Beneficiary is MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, which was recorded as Instrument No. 20040722-0003507 on 7/22/2004 in the Official Records of Clark County, Nevada. Pursuant to NRS 116.31168, the name(s) of the property owner(s) is/are HANSEN, ESTATE OF GORDON , and the name(s) of the common-interest community/ies is/are SUN CITY ANTHEM. This Request for Notice relates to any liens recorded against the property.

Accordingly, the undersigned hereby requests that a copy of any notice of default and a copy of any notice of sale sent pursuant to NRS Chapters 107 or 116, including but not limited to NRS 107.090 and NRS 116.31168, is mailed to the address listed below.

NATIONSTAR MORTGAGE, LLC

Address for Notices:


Gene Clark, Assistant Secretary
DATED: December 30, 2014

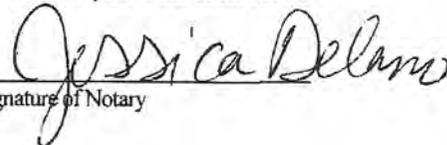
NATIONSTAR MORTGAGE, LLC
c/o 5 Arch Code Compliance, LLC
P.O. Box 7338
Newport Beach, CA 92658

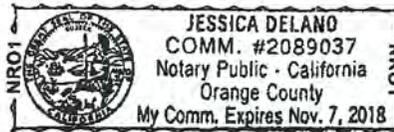
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On December 30, 2014, before me, Jessica Delano, Notary Public, personally appeared, Gene Clark, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature of Notary



APN 191-13-811-052

Inst #: 20150223-0000608

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

RPTT: \$0.00 Ex: #003

02/23/2016 11:17:34 AM

Receipt #: 2322519

Requestor:

OPPORUNITY HOMES LLC

Recorded By: GEOW Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

**CLARK COUNTY RECORDER
REAL PROPERTY TRANSFER TAX
RPTT REFUND**

THIS IS NOT A BILL OR A LIEN

The document described below was recorded showing the incorrect transfer tax. **This correction document is recorded to show the amount of refund.** A copy of a portion of document showing parties' names is attached for indexing.

Document being corrected:

Book & Instrument : 201408220002548

	<u>ORIGINAL AMOUNT</u>		<u>CORRECTED AMOUNT</u>		<u>DIFFERENCE</u>
Total Value	<u>\$63,100.00</u>		<u>\$63,100.00</u>		<u>\$0.00</u>
Deed in Lieu of Foreclosure only	<u>\$0.00</u>		<u>\$0.00</u>		<u>\$0.00</u>
Transfer Tax Value	<u>\$353,529.00</u>	100.00%	<u>\$63,100.00</u>	100.00%	<u>\$290,429.00</u>
Transfer Tax	<u>\$1,805.40</u>		<u>\$323.85</u>		<u>\$1,481.55</u>

Refund issued to:

Refund Amount: \$1,481.55

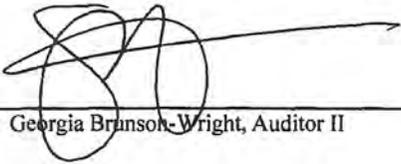
REASON: Proof of notification for HOA foreclosure provided

DEBBIE CONWAY, CLARK COUNTY RECORDER

RETURN TO:

Clark County Recorder

Audit Division

By:  Georgia Brunson Wright, Auditor II

3-1

Mail and Return Tax statement to:
Opportunity Homes, LLC
2657 Windmill Parkway, #145
Henderson, NV 89074

APN # 191-13-811-052

Inst #: 20140822-0002548
Fees: \$18.00 N/C Fee: \$0.00
RPTT: \$1805.40 Ex: #
08/22/2014 09:53:30 AM
Receipt #: 2130155
Requestor:
OPPORTUNITY HOMES LLC
Recorded By: SOL Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

FORECLOSURE DEED

The undersigned declares:

Red Rock Financial Services, herein called agent for (Sun City Anthem Community Association), was the duly appointed agent under that certain Lien for Delinquent Assessments, recorded 12/14/2012 as instrument number 0001338 Book 20121214, in Clark County. The previous owner as reflected on said lien is GORDON B. HANSEN, TRUSTEE OF THE GORDON B. HANSEN TRUST, DATED AUGUST 22, 2008. Red Rock Financial Services as agent for Sun City Anthem Community Association does hereby grant and convey, but without warranty expressed or implied to: **Opportunity Homes, LLC** (herein called grantee), pursuant to NRS 116.3116 through NRS 116.31168, all its right, title and interest in and to that certain property legally described as: SUN CITY ANTHEM UNIT #19 PHASE 2 PLAT BOOK 102 PAGE 80 LOT 85 BLOCK 4 which is commonly known as **2763 White Sage Dr Henderson, NV 89052.**

AGENT STATES THAT:

This conveyance is made pursuant to the powers conferred upon agent by Nevada Revised Statutes, the Sun City Anthem Community Association governing documents (CC&R's) and that certain Lien for Delinquent Assessments, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded on 03/12/2013 as instrument number 0000847 Book 20130312 which was recorded in the office of the recorder of said county. Red Rock Financial Services has complied with all requirements of law including, but not limited to, the elapsing of 90 days, mailing of copies of Lien for Delinquent Assessments and Notice of Default and the posting and publication of the Notice of Sale. Said property was sold by said agent, on behalf of Sun City Anthem Community Association at public auction on **08/15/2014**, at the place indicated on the Notice of Sale. Grantee being the highest bidder at such sale became the purchaser of said property and paid therefore to said agent the amount bid **\$63,100.00** in lawful money of the United States, or by satisfaction, pro tanto, of the obligations then secured by the Lien for Delinquent Assessment.

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)
 a) 191-13-811-052 _____
 b) _____
 c) _____
 d) _____

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

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #:	_____
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 \$ _____

- 4. If Exemption Claimed:**
 a. Transfer Tax Exemption per NRS 375.090, Section 3
 b. Explain Reason for Exemption: RPTT refund
 5. Partial Interest: Percentage being transferred: _____ %

The undersigned Seller (Grantor)/Buyer (Grantee), 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/Grantor _____ Capacity: _____

Signature/Grantee _____ Capacity: _____

<u>SELLER (GRANTOR) INFORMATION</u> (REQUIRED)	<u>BUYER (GRANTEE) INFORMATION</u> (REQUIRED)
Print Name: _____	Print Name: _____
Address: _____	Address: _____
City: _____	City: _____
State: _____ Zip: _____	State: _____ Zip: _____

COMPANY 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)

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

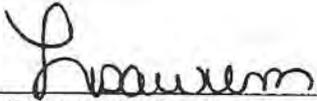
IN WITNESS WHEREOF, WELLS FARGO BANK, N.A. 2324 OVERLAND AVE,
MAC# B6955-014, BILLINGS, MT 59102-6401 as present Beneficiary and WELLS FARGO
FINANCIAL NATIONAL BANK, A NATIONAL BANKING ASSOCIATION 2324
OVERLAND AVE, MAC# B6955-014, BILLINGS, MT 59102-6401 as Substituted Trustee,
have caused this instrument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

*LJW*LJWWFMH*03/02/2015 03:11:03 PM* WFCM07WFMH0000000000000000285633*
NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB **TMGWFMH*

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 2 of 3

WELLS FARGO BANK, N.A.

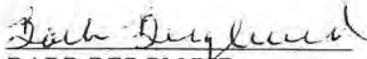
On March 2nd, 2015

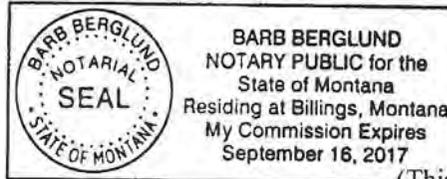
By: 
LISA WILM, Vice President Loan
Documentation

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,

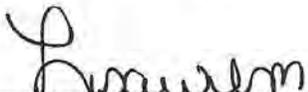

BARB BERGLUND
Notary Expires: 09/16/2017



(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

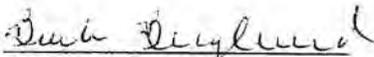

LISA WILM, VICE PRESIDENT LOAN DOCUMENTATION

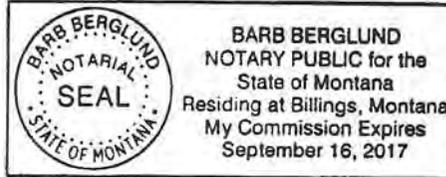
*LJW*LJWWFMH*03/02/2015 03:11:04 PM* WFMC07WFMH0000000000000000285633*
NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB **TMGWFMH*

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* WPMC07WFMH0000000000000000285633*
NVCLARK* 83765053779811998 NVCLARK_TRUST_SUB **TMGWFMH*

Inst #: 20150609-0001537

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

RPTT: \$1377.00 Ex: #

06/09/2015 12:58:36 PM

Receipt #: 2452509

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: F. Bondurant, LLC.

Address: 10781 West Twain Avenue

City/State/Zip: Las Vegas, NV 89135

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 4th 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

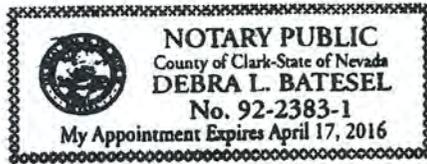
Thomas Lucas, Manager
Opportunity Homes LLC

State of Nevada)
) ss
County of Clark)

On this 4th 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



**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
 i) Other _____

FOR RECORDERS OPTIONAL USE	
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 (\$ _____))
 c) Transfer Tax Value: \$ _____
 d) Real Property Transfer Tax Due \$ 1377.00

4. **If Exemption Claimed:**
 a. Transfer Tax Exemption, per 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: Grantor
 Signature: _____ Capacity: _____

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

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

Print Name: Opportunity Homes, LLC
 Address: 2657 Windmill Pkwy.
 City: Henderson
 State: NV Zip: 89074

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

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

Print Name: Robert Coy Smith File Number: _____
 Address: 446 Beautiful
 City: Las Vegas State: Nevada Zip: 89138

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

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 8th 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.

**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 [Handwritten 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
 Address: 5 Summit Walk Trail
 City: Henderson
 State: Nevada Zip: 89052

Jim Jack Irrevocable Trust

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

Print Name: Robert Goldsmith
 Address: 446 Beautiful Hill
 City: Las Vegas

Escrow # _____
 State: Nevada Zip: 89138

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

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.

TOBIN 3671

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

Rebecca C Wallace - Assistant Secretary

Date: 8-6-15

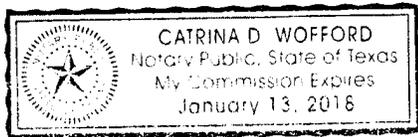
State Of: Texas

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 6th day of August, A.D., 2015.

Catrina D. Wofford (Notary Seal)



TOBIN 3672

Inst #: 20151201-0003402

Fees: \$19.00

N/C Fee: \$0.00

12/01/2015 12:44:42 PM

Receipt #: 2623044

Requestor:

LINEAR TITLE & CLOSING LTD.

Recorded By: LEX Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

JUDGMENT BY DEFAULT AGAINST DEFENDENT,

BANK OF AMERICA, N.A.

Document Title on cover page must appear EXACTLY as the first page of the
document to be recorded.

RECORDING REQUESTED BY:

LINEAR TITLE & CLOSING, LTD.

RETURN TO: Name JOSEPH Y. HONG, ESQ./HONG & HONG

Address 10781 WEST TWAIN AVENUE

City/State/Zip LAS VEGAS, NV 89135

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name JOSEPH Y. HONG, ESQ./HONG & HONG

Address 10781 WEST TWAIN AVENUE

City/State/Zip LAS VEGAS, NV 89135

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

ORIGINAL

Alvin D. Quinn
CLERK OF THE COURT

1 JDDF
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

10 Attorney for Plaintiff
11 Joel A. Stokes and Sandra F. Stokes as
12 trustees of the Jimijack Irrevocable Trust

13 DISTRICT COURT
14 CLARK COUNTY, NEVADA

15 JOEL A. STOKES and SANDRA F. STOKES, as)
16 trustees of the JIMI JACK IRREVOCABLE)
17 TRUST,)
18)
19 Plaintiff,)
20 vs.)
21 BANK OF AMERICA, N.A., a national banking)
22 association, et al.,)
23)
24 Defendants.)

CASE NO. A720032
DEPT. NO. XXXI

25 JUDGMENT BY DEFAULT AGAINST DEFENDANT, BANK OF AMERICA, N.A.

26 Plaintiff, Joel A. Stokes and Sandra F. Stokes, as trustees of the Jimijack Irrevocable Trust's
27 (hereinafter "Plaintiff"), Application for Entry of Default Judgment having regularly come before
28 the Court; Plaintiff having submitted its Application for Entry of Default Judgment and having filed
it with the Court on August 25, 2015, together with the Affidavit of the Trustees in support thereof
and exhibits attached thereto in further support of such application; the Defendant, Bank of America,
N.A. (hereinafter "Defendant"), having been duly served with the Summons and Complaint on July
17, 2015; the Defendant not having filed a responsive pleading nor having made any appearance in
this matter; a Default against Defendant having been entered by the Clerk of Court on August 14,
2015; a Notice of Intent to Take Default Judgment having been mailed to Defendant at its last known
address on August 19, 2015; and for good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Judgment shall be

<input type="checkbox"/> Voluntary Dismissal	<input type="checkbox"/> Summary Judgment
<input type="checkbox"/> Involuntary Dismissal	<input type="checkbox"/> Stipulated Judgment
<input type="checkbox"/> Stipulated Dismissal	<input checked="" type="checkbox"/> Default Judgment
<input type="checkbox"/> Motion To Dismiss by Deft(s)	<input type="checkbox"/> Judgment of Arbitration

03-22-15 10:51 AM *JD*

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EXHIBIT 9

APN 191-13-811-052 CLARK COUNTY PROPERTY RECORD

2016

2016 Recorded documents 9	201601130001051	LIS PENDENS 1/13/16 RE A-16-730078-C BY NATIONSTAR
	201605230001416	CERTIFICATE OF INCUMBENCY NONA TOBIN AS SUCCESSOR TRUSTEE OF HANSEN TRUST
	201605230001417	REQUEST FOR NOTICE "OF ANY LIEN, SALE, TRANSFER, DEFAULT OR ANY OTHER ACTION AFFECTING THIS PROPERTY" BY NONA TOBIN
	201606070001450	LIS PENDENS 6/7/16 RE A-15-720032-C BY NATIONSTAR

EXHIBIT 9

5

Inst #: 20160113-0001051
Fees: \$21.00
N/C Fee: \$0.00
01/13/2016 11:42:18 AM
Receipt #: 2657016
Requestor:
JOLLEY URG A WIRTH WOODBURY
Recorded By: SHAWA Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING COVER PAGE

Must be typed or printed clearly in black ink only.

APN# 191-13-811-052

11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>

TITLE OF DOCUMENT (DO NOT Abbreviate)

NOTICE OF LIS PENDENS

Title of the Document on cover page must be EXACTLY as it appears on the first page of the document to be recorded.

Recording requested by:

WRIGHT FINLAY

Return to:

Name WRIGHT FINLAY

Address 7785 W. SAHARA AVE. #200

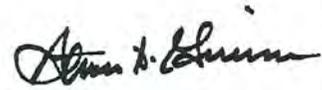
City/State/Zip LAS VEGAS, NV 89117

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.

P:\Recorder\FORMS 12_2010



CLERK OF THE COURT

1 NOLP
2 WRIGHT, FINLAY & ZAK, LLP
3 Edgar C. Smith, Esq.
4 Nevada Bar No. 05506
5 7785 W. Sahara Ave., Suite 200
6 Las Vegas, Nevada 89117
7 (702) 475-7964; Fax: (702) 946-1345
8 esmith@wrightlegal.net
9 *Attorneys for Plaintiff, Nationstar Mortgage, LLC*

7 DISTRICT COURT
8 CLARK COUNTY, NEVADA

9 NATIONSTAR MORTGAGE, LLC,
10 Plaintiff,

Case No.: A-16-730078-C
Dept. No.: XXIV

11 vs.

NOTICE OF LIS PENDENS

12 OPPORTUNITY HOMES, LLC company;
13 Does 1 through 10; and Roe Corporations 1
14 through 10,

15 Defendants.

16 PLEASE TAKE NOTICE that Plaintiff, Nationstar Mortgage, LLC (hereinafter,
17 "Plaintiff"), by and through its attorneys of record, Edgar C. Smith, Esq., of the law firm of
18 WRIGHT, FINLAY & ZAK, LLP, complains against Opportunity Homes, LLC; Does 1 through
19 10; and Roe Corporations 1 through 10 (collectively, "Defendants"), in the above-entitled action
20 concerning and affective real property as described herein. Plaintiff's Complaint was filed on
21 January 11, 2016. The above-captioned matter is pending in the District Court, Clark County,
22 Nevada, located at 200 Lewis Avenue, Las Vegas, Nevada.

23 This action, and the affirmative relief that Plaintiff requests in its Complaint, affects title
24 to specific real property and the right to possession of specific real property situated in Clark
25 County, Nevada, commonly known as 2763 White Sage Drive, Henderson, Nevada 89052
26 (hereinafter "Property"), and more particularly described as:

27 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNIT
28 NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the
Office of the County Recorder, Clark County, Nevada.

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and more particularly described as Clark County Assessor Parcel No. 191-13-811-052.

In its Complaint, Plaintiff has asked the Court to provide the following affirmative relief:

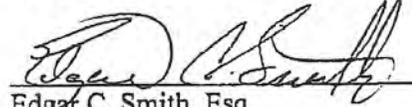
1. For a declaration and determination that Plaintiff's interest is secured against the Property, and that Plaintiff's first Deed of Trust was not extinguished by the HOA Sale;
2. For a declaration and determination that Plaintiff's interest is secured against the Property, and that Plaintiff's first Deed of Trust was not extinguished by the HOA Sale as Plaintiff tendered payment of the super-priority portion of the HOA lien;
3. For a declaration and determination that Plaintiff's interest is superior to the interest of Buyer, the HOA, and fictitious Defendants;
4. For a declaration and determination that the HOA Sale was invalid to the extent it purports to convey the Property free and clear to Opportunity Homes, LLC.
5. In the alternative, for a declaration and determination that the Trustee's Deed Upon Sale was invalid and conveyed no legitimate interest to Opportunity Homes, LLC;
6. For a preliminary injunction that Opportunity Homes, LLC, their successors, assigns, and agents are prohibited from conducting a sale or transfer of the Property;
7. For a preliminary injunction that Opportunity Homes, LLC, their successors, assigns, and agents pay all taxes, insurance and homeowner's association dues during the pendency of this action;
8. For a preliminary injunction that Opportunity Homes, LLC, their successors, assigns, and agents be required to segregate and deposit all rents with the Court or a Court-approved trust account over which they have no control during the pendency of this action;
9. If it is determined that Plaintiff's Deed of Trust has been extinguished by the HOA Sale, for special damages in the amount of the fair market value of the Property or the unpaid balance of the Hansen Loan and Deed of Trust, at the time of the HOA Sale, whichever is greater;

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- 10. For general and special damages in excess of \$10,000.00;
- 11. In the alternative, for restitution in excess of \$10,000.00;
- 12. For attorney's fees;
- 13. For costs incurred herein, including post-judgment costs; and
- 14. For any and all further relief deemed appropriate by this Court.

DATED this 12 day of January, 2016.

WRIGHT, FINLAY & ZAK, LLP



Edgar C. Smith, Esq.
Nevada Bar No. 05506
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorneys for Plaintiff, Nationstar Mortgage, LLC

AFFIRMATION

Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **NOTICE OF LIS PENDENS** filed in Case No. A-16-730078-C **does not** contain the social security number of any person.

DATED this 12 day of January, 2016.

WRIGHT, FINLAY & ZAK, LLP

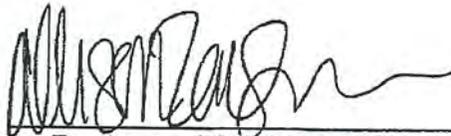


Edgar C. Smith, Esq.
Nevada Bar No. 05506
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
Attorneys for Plaintiff, Nationstar Mortgage, LLC

1 CERTIFICATE OF SERVICE

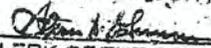
2 Pursuant to NRCPC 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK,
3 LLP, and that on this 12 day of January, 2016, I did cause a true copy of NOTICE OF LIS
4 PENDENS to be e-filed and e-served through the Eighth Judicial District EFP system pursuant
5 to NEFR 9, and/or by depositing a true and correct copy in the United States Mail, addressed as
6 follows:

7
8 Opportunity Homes, LLC
9 c/o Registered Agent: Thomas Lucas
10 2657 Windmill Pkwy., #145
11 Henderson, Nevada 89074

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13 

14 An Employee of WRIGHT, FINLAY & ZAK, LLP

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26 CERTIFIED COPY
27 DOCUMENT ATTACHED IS A
28 TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE


CLERK OF THE COURT

JAN 12 2016

3

Escrow NO: 14025231-144-CD
APN: 191-13-811-052

WHEN RECORDED MAIL TO and MAIL TAX
STATEMENT TO:
GORDON B. HANSEN TRUST
2664 OLIVIA HEIGHTS AVENUE
HENDERSON, NV 89052

Inst #: 20160523-0001416
Fees: \$19.00
N/C Fee: \$0.00
05/23/2016 01:09:56 PM
Receipt #: 2771946
Requestor:
GORDON B HANSEN TRUST
Recorded By: COJ Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

ESCROW NO: 14025231-144-CD

CERTIFICATE OF INCUMBENCY

STATE OF Nevada)
COUNTY OF Clark) SS.

Nona Tobin, being first duly sworn upon oath, deposes and states as follows:

1. That Gordon Bruce Hansen, as Grantor, and Gordon Bruce Hansen, as Trustee(s) created the Gordon B. Hansen TRUST under an Agreement dated August 22, 2008, and amended August 10, 2011, (hereafter referred to as the "Trust").
The Trust provides that upon the death of Gordon Bruce Hansen, then Nona Tobin shall serve as surviving/ successor Trustee(s).
2. That Gordon Bruce Hansen, the Grantor/Trustee of said Trust has died and certified copy of the Death Certificate is attached hereto as Exhibit "A".
3. Nona Tobin, hereby files this Certificate and does hereby accept the appointment of surviving/ successor trustee(s) as provided for in the Trust.

1D

Dated this 20 day of JUNE, 2014.

Nona Tobin

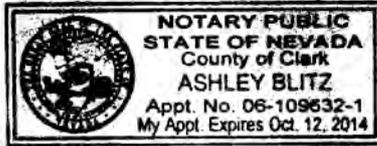
Nona Tobin

State of Nevada)
County of Clark) SS.

On JUNE 20, 2014, personally appeared before me, a Notary Public NONA TOBIN

who acknowledged that she executed the above instrument.

Ashley Blitz
(Notary Public)



STATE OF NEVADA - DEPARTMENT OF HUMAN RESOURCES
DIVISION OF HEALTH - VITAL STATISTICS

CERTIFICATE OF DEATH

2012000668
STATE FILE NUMBER

TYPE OF PRINT IN PERMANENT BLACK INK

DECEDENT

IF DEATH OCCURRED IN INSTITUTION SEE HANDBOOK REGARDING COMPLETION OF RESIDENCE ITEMS

PARENTS

DISPOSITION

TRADE CALL

CERTIFIER

REGISTRAR

CAUSE OF DEATH

CONDITIONS IF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE STATING THE UNDERLYING CAUSE LAST

1a DECEASED NAME (FIRST MIDDLE LAST SUFFIX) Gordon Bruce HANSEN		2a DATE OF DEATH (Mo/Day/Year) January 14, 2012		3a COUNTY OF DEATH Clark	
3b CITY, TOWN, OR LOCATION OF DEATH Henderson		3c HOSPITAL OR OTHER INSTITUTION - Name (if not either, give street and number) St Rose Dominican Hospital - Siena Campus		3d If Hosp or Inst. indicates DOA, DO Emer, Rom (Inpatient) (Specify) Inpatient	
4 SEX Male		5 RACE White (Specify)		6 DATE OF BIRTH (Mo/Day/Year) January 26, 1947	
7a AGE - Last birthday (Years) 64		7b UNDER 1 YEAR MO: 00 DAY: 00 HOUR: 00 MIN: 00		7c UNDER 1 DAY HOUR: 00 MIN: 00	
8 STATE OF BIRTH (If not U.S.A. name country) California		9a CITIZEN OF WHAT COUNTRY United States		10 EDUCATION 18	
11 MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Divorced		12 SURVIVING SPOUSE (If wid. give maiden name)		13 SOCIAL SECURITY NUMBER 547-88-0401	
14a USUAL OCCUPATION (Give Kind of Work Done During Most of Working Life, Even if Retired) Police Officer		14b KIND OF BUSINESS OR INDUSTRY Law Enforcement		Ever in US Armed Forces? Yes	
15a RESIDENCE - STATE Nevada		15b COUNTY Clark		15c CITY, TOWN, OR LOCATION Henderson	
15d STREET AND NUMBER 2564 Olivia Heights Avenue		15e JUDGE CITY LIMITS (Specify Yes if No) Yes		16 FATHER/PARENT - NAME (First Middle Last Suffix) Charles Arvid HANSEN	
16b MOTHER/PARENT - NAME (First Middle Last Suffix) Maud Evelyn LEHBOU		17a INFORMANT - NAME (Type of Print) Steven Eric HANSEN		17b MAILING ADDRESS (If not at R.F.D. No., City or Town, State, Zip) 19813 Mesa Drive Tehachapi, California 93561	
18a BURIAL, CREMATION, REMOVAL, OTHER (Specify) Cremation		18b CEMETERY OR CREMATORY - NAME Palm Crematory		18c LOCATION - City or Town, State Las Vegas Nevada 89101	
19a FUNERAL DIRECTOR - SIGNATURE (Of Person Acting as Such) BART BURTON SIGNATURE AUTHENTICATED		19b FUNERAL DIRECTOR LICENSE 50		19c NAME AND ADDRESS OF FACILITY Neptune Society 8570 Del Webb Blvd Las Vegas NV 89134	
20 TRADE CALL - NAME AND ADDRESS		21a To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title) RITA CHUANG MD SIGNATURE AUTHENTICATED		21b On the basis of examination and/or investigation, in my opinion, death occurred at the time, date and place and due to the cause(s) stated. (Signature & Title)	
21c DATE SIGNED (Mo/Day/Year) January 19, 2012		21d HOUR OF DEATH 19:50		22a DATE SIGNED (Mo/Day/Year)	
21e NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)		22b HOUR OF DEATH		22c ANNOUNCED DEATH (Mo/Day/Year)	
22d ANNOUNCED DEATH AT (Hour)		23a NAME AND ADDRESS OF CERTIFIER (PHYSICIAN, ATTENDING PHYSICIAN, MEDICAL EXAMINER, OR FOREIGNER) (Type or Print) RITA CHUANG MD 2629 Horizon Ridge Henderson, NV 89052		23b LICENSE NUMBER 6659	
24a REGISTRAR (Signature) SUSAN ZANNIS SIGNATURE AUTHENTICATED		24b DATE RECEIVED BY REGISTRAR (Mo/Day/Year) January 19, 2012		24c DEATH DUE TO COMMUNICABLE DISEASE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	
25 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c)) PART I (a) Pancreatic cancer DUE TO, OR AS A CONSEQUENCE OF		Interval between onset and death		Interval between onset and death	
(b) DUE TO, OR AS A CONSEQUENCE OF		Interval between onset and death		Interval between onset and death	
(c) DUE TO, OR AS A CONSEQUENCE OF		Interval between onset and death		Interval between onset and death	
(d) DUE TO, OR AS A CONSEQUENCE OF		Interval between onset and death		Interval between onset and death	
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in Part I		26 AUTO BY (Specify Yes if No) No		27 WAS CASE REFERRED TO CORONER (Specify Yes if No) No	
28a ACC. BURIED FROM, UNDER OR PENDING INQUEST (Specify)		28b DATE OF INJURY (Mo/Day/Year)		28c HOUR OF INJURY	
28d INJURY AT WORK (Specify Yes or No)		28e PLACE OF INJURY - (Home, farm, street, factory, office building, etc. (Specify))		28f LOCATION - STREET OR R.F.D. No. CITY OR TOWN STATE	

STATE REGISTRAR

"CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE WITH THE REGISTRAR OF VITAL STATISTICS, STATE OF NEVADA." This copy was issued by the Southern Nevada Health District from State certified documents as authorized by the State Board of Health pursuant to NRS 440.175.

NOT VALID WITHOUT THE RAISED SEAL OF THE SOUTHERN NEVADA HEALTH DISTRICT

Lawrence K. Sands, D.O., M.P.H.
Registrar of Vital Statistics

By: *[Signature]*
Date Issued: JAN 23 2012

SOUTHERN NEVADA HEALTH DISTRICT • 625 Shadow Lane P.O. Box 3902 • Las Vegas, Nevada 89127 • 702-759-1010 • Tax ID# 88-0151573

IE

TOBIN 3684

APN; 191-13-811-052
RECORDING REQUESTED BY:
NONA TOBIN,
SUCCESSOR TRUSTEE OF THE
GORDON B. HANSEN TRUST

WHEN RECORDED MAIL TO:
Nona Tobin
2664 Olivia Heights Ave.
Henderson NV 89052

Inst #: 20160523-0001417
Fees: \$17.00
N/C Fee: \$25.00
05/23/2016 01:09:56 PM
Receipt #: 2771946
Requestor:
GORDON B HANSEN TRUST
Recorded By: COJ Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

REQUEST FOR NOTICE
Under NRS Chapters 107 and 116

The undersigned is a person with an interest in the real property described herein, having an interest in a certain Grant, Bargain and Sale Deed wherein the Trustor GORDON B. HANSEN, granted and conveyed to the GORDON B. HANSEN TRUST, dated August 22, 2008, as amended, or his successors, all of his right, title and interest in that real property situated in Clark County, State of Nevada, bounded and described as follows:

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 RECORDER, CLARK COUNTY, NEVADA.

Commonly known as: 2763 White Sage Drive, Henderson NV 89052

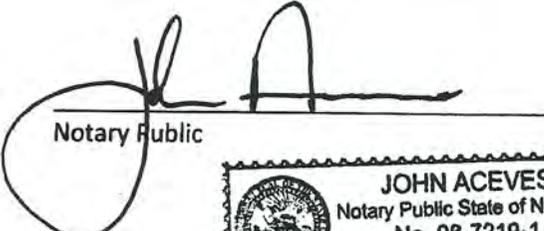
Accordingly, the undersigned requests that a copy of any notice of lien, sale, transfer, default or any other action affecting this property is mailed to the address below:

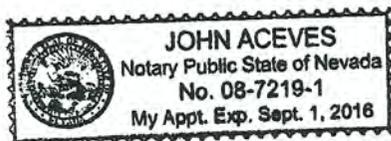
GORDON B. HANSEN TRUST,


NONA TOBIN, Successor Trustee

STATE OF NEVADA
COUNTY OF CLARK

On this 23rd day of may, 2016 before me personally appeared Nona Tobin, known to me to be the persons described in and who executed the foregoing instrument acknowledged that she executed the same (in her authorized capacity as her free act and deed.
WITNESS my hand and official seal.


Notary Public



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Inst #: 20160607-0001450

Fees: \$21.00

N/C Fee: \$0.00

06/07/2016 11:58:50 AM

Receipt #: 2784663

Requestor:

NATIONWIDE LEGAL

Recorded By: GLORD Pgs: 5

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

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RECORDING REQUESTED BY:

WRIGHT, FINLAY & ZAK, LLP

RETURN TO: Name WRIGHT, FINLAY & ZAK, LLP

Address 7785 W SAHARA AVE #200

City/State/Zip LAS VEGAS, NV 89117

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly—do not use page scaling.



CLERK OF THE COURT

1 **NOLP**

2 **WRIGHT, FINLAY & ZAK, LLP**
3 Edgar C. Smith, Esq.
4 Nevada Bar No. 05506
5 7785 W. Sahara Ave., Suite 200
6 Las Vegas, Nevada 89117
7 (702) 475-7964; Fax: (702) 946-1345
8 esmith@wrightlegal.net

9 *Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage, LLC*

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 **JOEL A. STOKES and SANDRA F. STOKES,**
13 **as trustees of the JIMI JACK IRREVOCABLE**
14 **TRUST,**

15 **Plaintiffs,**

16 **vs.**

17 **BANK OF AMERICA, N.A.; SUN CITY**
18 **ANTHEM COMMUNITY ASSOCIATION,**
19 **INC.; DOES I through X and ROE BUSINESS**
20 **ENTITIES I through X, inclusive,**

21 **Defendants.**

22 **NATIONSTAR MORTGAGE, LLC,**

23 **Counterclaimant,**

24 **vs.**

25 **JIMI JACK IRREVOCABLE TRUST;**
26 **OPPORTUNITY HOMES, LLC, a Nevada**
27 **limited liability company; F. BONDURANT,**
28 **LLC, a Nevada limited liability company;**
DOES I through X, inclusive; and ROE
CORPORATIONS XI through XX, inclusive,
Counter-Defendants.

Case No.: A-15-720032-C

Dept. No.: XXXI

NOTICE OF LIS PENDENS

PLEASE TAKE NOTICE that Defendant in Intervention/Counterclaimant, Nationstar Mortgage, LLC (hereinafter, "Nationstar"), by and through its attorneys of record, Edgar C. Smith, Esq., of the law firm of WRIGHT, FINLAY & ZAK, LLP, has filed an action against JimiJack Irrevocable Trust; Opportunity Homes, LLC; F. Bondurant, LLC; Does I through X;

1 and Roe Corporations XI through XX (collectively, "Defendants"), in the above-entitled matter
2 that concerns and affects title to the real property as described herein. Nationstar's Answer and
3 Counterclaim was filed on June 2, 2016. The above-captioned matter is pending in the District
4 Court, Clark County, Nevada, located at 200 Lewis Avenue, Las Vegas, Nevada.

5 This action, and the affirmative relief that Nationstar requests in its Counterclaim, seeks a
6 decree of quiet title to the real property situated in Clark County, Nevada, commonly known as
7 2763 White Sage Drive, Henderson, Nevada 89052 (hereinafter "Property"), and more
8 particularly described as:

9 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNIT
10 NO. 19 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the
11 Office of the County Recorder, Clark County, Nevada.

12 and more particularly described as Clark County Assessor Parcel No. 191-13-811-052.

13
14 In its Counterclaim, Nationstar has asked the Court to provide the following affirmative relief:

- 15 1. For a declaration and determination that Nationstar's Deed of Trust is secured
16 against the Property, and that Nationstar's senior position Deed of Trust was not
17 extinguished by the HOA Sale;
- 18 2. For a declaration and determination that Nationstar's interest is superior to the
19 interest of Plaintiff, and all other Counter-Defendants;
- 20 3. For a declaration and determination that all transfers of title to the Property are
21 and were subject to Nationstar's Deed of Trust, and that the Deed of Trust
22 continues to encumber title in senior position in the chain of title; or,

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4. In the alternative, for a declaration and determination that the HOA Sale was invalid and conveyed no right, title or interest to Counter-Defendants, or their encumbrancers, successors and assigns;

DATED this 3rd day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.
Edgar C. Smith, Esq.
Nevada Bar No. 05506
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
*Attorneys for Defendant in
Intervention/Counterclaimant, Nationstar
Mortgage, LLC*

AFFIRMATION

Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **NOTICE OF LIS PENDENS** filed in Case No. A-15-720032-C **does not** contain the social security number of any person.

DATED this 3rd day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

/s/ Edgar C. Smith, Esq.
Edgar C. Smith, Esq.
Nevada Bar No. 05506
7785 W. Sahara Ave., Suite 200
Las Vegas, Nevada 89117
*Attorneys for Defendant in
Intervention/Counterclaimant, Nationstar
Mortgage, LLC*

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CERTIFICATE OF SERVICE

Pursuant to NRCP 5(b), I certify that I am an employee of WRIGHT, FINLAY & ZAK, LLP, and that on this 3rd day of June, 2016, I did cause a true copy of **NOTICE OF LIS PENDENS** to be e-filed and e-served through the Eighth Judicial District EFP system pursuant to NEFR 9, and/or by depositing a true and correct copy in the United States Mail, addressed as follows:

Joseph Hong, Esq.
Hong & Hong, APLC
10781 W. Twain Avenue
Las Vegas, NV 89135
Attorneys for Plaintiff

/s/ Allison Zason
An Employee of WRIGHT, FINLAY & ZAK, LLP

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

Allison Zason
CLERK OF THE COURT
JUN 06 2016

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EXHIBIT 10

**APN 191-13-811-052
CLARK COUNTY PROPERTY RECORD**

2017

EXHIBIT 10

<p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24</p> <p>2017 Recorded documents</p> <p>10</p>	<p>201703280001452</p> <p>201703300003859</p> <p>201703300003860</p> <p>201703310003071</p> <p>201703310003072</p> <p>201703310003073</p>	<p>DEED 3/28/17 HANSEN TRUST TO NONA TOBIN, AN INDIVIDUAL, PAGES 2 AND 4 REFERENCE THE CLOSURE OF THE HANSEN TRUST, WHEN ITS SOLE ASSET WAS TRANSFERRED TO THE SOLE BENEFICIARY. DISCLOSED AS NSM 208-211</p> <p>3/30/17 LIEN/ RELEASE 9/23/13 REPUBLIC SERVICES. NOT INCLUDED IN THE RED ROCK FORECLOSURE FILE PRODUCED BY KOCH & SCOW IN RESPONSE TO NONA TOBIN'S 2/4/19 SUBPOENA.</p> <p>3/30/17 LIEN/ RELEASE 5/6/14 REPUBLIC SERVICES . NOT INCLUDED IN THE RED ROCK FORECLOSURE FILE PRODUCED BY KOCH & SCOW IN RESPONSE TO NONA TOBIN'S 2/4/19 SUBPOENA.</p> <p>INTEREST DISCLAIMER OF STEVE HANSEN, FILED INTO A-15-720032-C ON 3/28/17, WHICH LEFT NONA TOBIN, AN INDIVIDUAL, A SOLE MEMBER AND BENEFICARY OF THE GORDON B. HANSEN TRUST DISCLOSED AS NSM</p> <p>INTEREST DISCLAIMER OF THOMAS LUCAS & OPPORTUNITY HOMES LLC DISCLOSED AS NSM</p> <p>INTEREST DISCLAIMER YUEN K. LEE & F. BONDURANT LLC DISCLOSED AS NSM</p>
--	---	---

EXHIBIT 10

41

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:

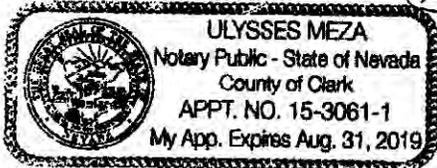
DATED: 3/27/17

Nona M. Tobin

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 27th 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

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

BUYER (GRANTEE) INFORMATION

(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

Inst #: 20170330-0003859

Fees: \$17.00

N/C Fee: \$0.00

03/30/2017 03:52:07 PM

Receipt #: 3046038

Requestor:

REPUBLIC SERVICES

Recorded By: MAVG Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RELEASE OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 191-13-811-052

KNOW ALL MEN BY THESE PRESENTS:

That certain Claim of Lien heretofore filed by
Republic Silver State Disposal, Inc., DBA Republic Services,
doing business in the County of Clark, State of Nevada
and recorded in the Office of the County Recorder
of Clark County, Nevada on September 23rd 2013 in Official
Records Book No. 20130923, as Document No. 01369
more particularly described as follows:

HANSEN GORDON B TRUST
2763 WHITE SAGE DR

HENDERSON NV 89052--7093

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

is hereby released, the claim thereunder having been satisfied.

REPUBLIC SILVER STATE DISPOSAL, INC.

By:



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

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



Inst #: 20170330-0003860

Fees: \$17.00

N/C Fee: \$0.00

03/30/2017 03:52:07 PM

Receipt #: 3046038

Requestor:

REPUBLIC SERVICES

Recorded By: MAVG Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

**RELEASE OF LIEN
FOR SOLID WASTE SERVICE**

PARCEL# 191-13-811-052

KNOW ALL MEN BY THESE PRESENTS:

That certain Claim of Lien heretofore filed by
Republic Silver State Disposal, Inc., DBA Republic Services,
doing business in the County of Clark, State of Nevada
and recorded in the Office of the County Recorder
of Clark County, Nevada on May 06th 2014 in Official
Records Book No. 20140506, as Document No. 04357
more particularly described as follows:

HANSEN GORDON B TRUST
2763 WHITE SAGE DR

HENDERSON NV 89052--7093

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

is hereby released, the claim thereunder having been satisfied.

REPUBLIC SILVER STATE DISPOSAL, INC.

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

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



6

Inst #: 20170331-0003071

Fees: \$22.00

N/C Fee: \$0.00

03/31/2017 02:07:50 PM

Receipt #: 3047132

Requestor:

NONA TOBIN

Recorded By: MAYSM Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at: <http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

DISCLAIMER OF INTEREST

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

NONA TOBIN

RETURN TO: Name Nona Tobin
Address 2664 Olivia Heights Ave.
City/State/Zip Henderson NV 89052

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Nona Tobin
Address 2664 Olivia Heights Ave.
City/State/Zip Henderson NV 89052

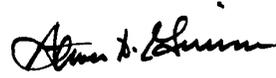
This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

To print this document properly, do not use page scaling.

Using this cover page does not exclude the document from assessing a noncompliance fee.

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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 JIMJACK IRREVOCABLE
TRUST,

Case No.: A-15-720032-C

Dept. No.: XXXI

9 Plaintiffs,

10 vs.

DISCLAIMER OF INTEREST

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 JIMJACK IRREVOCABLE TRUST;
19 OPPORTUNITY HOMES, LLC, a Nevada
limited liability company; F. BONDURANT,
20 LLC, a Nevada limited liability company;
DOES 1 through X, inclusive; and ROE
21 CORPORATIONS XI THROUGH XX,
inclusive,

22 Counter-Defendants

23
24 NONA TOBIN, an individual, Trustee of the

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

2
3 Cross-Claimant,

4 vs.

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

6
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 28th 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
19 nonatobin@gmail.com
Defendant-in-Intervention, Cross-Claimant
In Proper Person

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CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that on this 28th 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

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EXHIBIT 1

EXHIBIT 1

State of California

County of Kern

Declaration of Steve Hansen

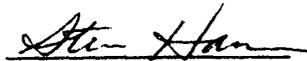
My full name is Steven Eric Hansen. I am the son of the late Gordon B. Hansen, Trustor of the Gordon B. Hansen Trust, dated August 22, 2008, as amended once on August 10, 2011.

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 27th day of March, 2017



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

4

Inst #: 20170331-0003072

Fees: \$20.00

N/C Fee: \$0.00

03/31/2017 02:07:50 PM

Receipt #: 3047132

Requestor:

NONA TOBIN

Recorded By: MAYSM Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at: <http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

DISCLAIMER OF INTEREST

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

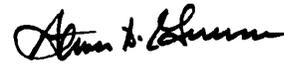
NONA TOBIN

RETURN TO: Name Nona Tobin
Address 2664 Olivia Heights Ave.
City/State/Zip Henderson NV 89052

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Nona Tobin
Address 2664 Olivia Heights Ave.
City/State/Zip Henderson NV 89052

This page provides additional information required by NRS 111.312 Sections 1-2.
An additional recording fee of \$1.00 will apply.
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CLERK OF THE COURT



DISI
JAKUB P. MEDRALA, ESQ.
Nevada Bar No. 12822
2 **THE MEDRALA LAW FIRM, PROF. LLC**
1091 S. Cimarron Road, Suite A-1
3 Las Vegas, Nevada 89145
(702) 475-8884
4 (702) 938-8625 Facsimile
jmedrala@medralaw.com
5 *Attorney for Thomas Lucas and*
Opportunity Homes, LLC

EIGHTH JUDICIAL DISTRICT COURT

CLARK COUNTY, NEVADA

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

Plaintiffs,

10 vs.

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

13 Defendants.

14 NATIONSTAR MORTGAGE, LLC,

Counterclaimant,

15 vs.

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

19 Counterdefendants,

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

21 Crossclaimant,

22 vs.

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

Crossdefendants.

CASE NO.: A-15-720032-C

DEPT. NO.: XXXI

DISCLAIMER OF INTEREST

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



Inst #: 20170331-0003073

Fees: \$22.00

N/C Fee: \$0.00

03/31/2017 02:07:50 PM

Receipt #: 3047132

Requestor:

NONA TOBIN

Recorded By: MAYSM Pgs: 6

DEBBIE CONWAY

CLARK COUNTY RECORDER

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only and avoid printing in the 1" margins of document)

APN# 191-13-811-052

(11 digit Assessor's Parcel Number may be obtained at: <http://redrock.co.clark.nv.us/assrealprop/ownr.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

DISCLAIMER OF INTEREST

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RECORDING REQUESTED BY:

NONA TOBIN

RETURN TO: Name Nona Tobin
Address 2664 Olivia Heights Ave.
City/State/Zip Henderson NV 89052

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name Nona Tobin
Address 2664 Olivia Heights Ave.
City/State/Zip Henderson NV 89052

This page provides additional information required by NRS 111.312 Sections 1-2.

An additional recording fee of \$1.00 will apply.

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P:\Common\Forms & Notices\Cover Page Template Feb2014

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

Attorney for Plaintiff/Counterdefendant

DISTRICT COURT
CLARK COUNTY, NEVADA

10 JOEL A. STOKES and SANDRA F.)
11 STOKES, as trustees of the JIMIJACK)
12 IRREVOCABLE TRUST,)
13 Plaintiff,)
14 vs.)
15 BANK OF AMERICA, N.A.,)
16 et al.,)
17 Defendants.)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
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 13th 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.

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 13th 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

Contact	Email
Patty Gutierrez	pgutierrez@leachjohnson.com
Terri Hansen	thansen@leachjohnson.com

Leach Johnson Song Gruchow

Contact	Email
Robin Callaway	rcallaway@leachjohnson.com

Leach Johnson Song Gruchow

Contact	Email
Ryan Reed	rreed@leachjohnson.com
Sean Anderson	sanderson@leachjohnson.com

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

Contact	Email
Darnell Lynch	dlynch@lipsonneilson.com
David Ochoa	dochoa@lipsonneilson.com
Kaleb Anderson	kanderson@lipsonneilson.com
Renee Rittenhouse	rrittenhouse@lipsonneilson.com
Susana Nutt	snutt@lipsonneilson.com

Pro Se

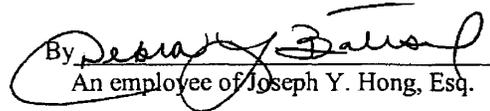
Contact	Email
Nona Tobin	nonatobin@gmail.com

1 **The Medrala Law Firm, PLLC**

2 Contact	Email
3 Jakub P Medrala	jmedrala@medralaw.com
4 Office	admin@medralaw.com
5 Shuchi Patel	spatel@medralaw.com

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

7 Contact	Email
8 Jason Craig	jcraig@wrightlegal.net
9 Michael Kelley	mkelley@wrightlegal.net
10 NVEfile	nvefile@wrightlegal.net

11
12
13 By 
An employee of Joseph Y. Hong, Esq.

HONG & HONG
A Professional Law Corporation
10781 West Twain Avenue
Las Vegas, Nevada 89135
(702) 870-1777

1 **IAFD**
2 JOSEPH Y. HONG, ESQ.
3 State Bar No. 005995
4 HONG & HONG
5 A Professional Law Corporation
6 10781 West Twain Avenue
7 Las Vegas, Nevada 89135
8 Telephone: (702) 870-1777
9 Facsimile No.: (702) 870-0500
10 Email Address: yosuphonglaw@gmail.com
11 Attorney for Counter Defendant and Cross Defendant
12 *F. BONDURANT, LLC and YUEN K. LEE*

13 **DISTRICT COURT**
14 **CLARK COUNTY, NEVADA**

15 JOEL A. STOKES and SANDRA F. STOKES, as)
16 trustees of the JIMI JACK IRREVOCABLE)
17 TRUST,)
18)
19 Plaintiff,)
20)
21 vs.)
22)
23 BANK OF AMERICA, N.A., et al.,)
24)
25 Defendants.)
26)
27 And related Claims.)
28)

CASE NO. : A720032
DEPT. NO. : XXXI
**INITIAL APPEARANCE
FEE DISCLOSURE**

29 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted
30 for the parties appearing in the above-entitled action as indicated below:

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

DATED this 13th 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

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EXHIBIT 11

**APN 191-13-811-052
CLARK COUNTY PROPERTY RECORD**

2019

EXHIBIT 11

[2019
Recorded
documents](#)

11

201903080002789	DEED OF TRUST/ 3/8/19 RESCISSION OF 12/1/14 ASSIGNMENT OF 7/22/04 HANSEN DOT FROM BANA TO NATIONSTAR BY NATIONSTAR DISCLOSED AS NSM 409-411 ON 3/12/19, TWO WEEKS AFTER THE END C DISCOVER.
201903080002790	DEED OF TRUST/ 3/8/19 ASSIGNMENT OF 7/22/04 HANSEN DOT FROM WELLS FARGO TO NATIONSTAR BY NATIONSTAR FROM BANA TO NATIONSTAR BY NATIONSTAR DISCLOSED AS NSM 412-413 ON 3/12/19, TWO WEEKS AFTER THE END C DISCOVER.
201905010003348	DEED VOID 5/1/19 TRANSFER OF JIMI JACK'S VOID 6/9/15 DEED TO JOEL A. STOKES, AN INDIVIDUAL, BY JOEL & SANDRA STOKES AS TRUSTEES OF JIMI JACK IRREVOCABLE TRUST
201905060001022	LIS PENDENS 5/6/19 4/30/19 NOLP RE A-720032C BY NONA TOBIN AN INDIVIDUAL & AS TRUSTEE OF GORDON HANSEN TRUST, DATED 8/22/08
201905230003531	DEED OF TRUST/ AGREEMENT WITHOUT PARTIES JIMI JACK OR NATIONSTAR AS SIGNERS 5/23/19 \$355,000 CIVIC FINANCIAL SERVICES LOAN TO JOEL A. STOKES, AN INDIVIDUAL
201905280002843	LIS PENDENS/ ROLP 5/28/19 JOEL & SANDRA STOKES RELEASED NATIONSTAR'S 6/7/16 LIS PENDENS AS IF THEY OWNED IT

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201906030001599	SUBSTITUTION/ 6/3/19 RECONVEYANCE OF 7/22/19 HANSEN DOT TO JOEL A STOKES BY NATIONSTAR DID NOT RECONVEY TO THE ESTATE OF THE BORROWER	
201906040000772	DEED OF TRUST 6/4/19 ASSIGNMENT OF JOEL STOKES 5/23/19 DOT CIVIC FINANCIAL SERVICES TO HMC ASSETS.	
201907100002352	LIS PENDENS/ 7/ROLP RELEASE OF NATIONSTAR'S 1/13/16 LIS PENDENS RE A-16-730078-C BY NATIONSTAR	
201907170002971	DEED OF TRUST 7/17/19 ASSIGNMENT OF JOEL A STOKES- CIVIC FINANCIAL SERVICES STOKES 5/23/19 DOT FROM HMC ASSETS TO MORGAN STANLEY	
201907240003355	JUDGMENT ON 7/24/19, ONE DAY AFTER NOTICE OF APPEAL SERVED, JOSEPH HONG RECORDED 6/24/19 ORDER FROM 6/5/19 QUIET TITLE TRIAL OF GORDON B. HANSEN TRUST VS JIMI JACK & VS. YUEN K LEE DBA F. BONDURANT LLC. 6/24/19 ORDER EXPUNGED 5/6/19 LIS PENDENS RECORDED AS AN INDIVIDUAL AND AS TRUSTEE OF HANSEN TRUST	79295 WAS BY NONA TO
201908080002097	LIS PENDENS 8/8/19 (7 PAGES) RECORDED BY NONA TOBIN WAS RELATED TO DEPT. 22 CASE A-19-799890-C AND TWO APPEALS INTO 79295 BY NONA TOBIN IN BOTH HER CAPACITIES. 8/8/19 LIS PENDENS WAS EXPUNGED BY 12/3/20 ORDER,	

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		RECORDED ON 12/4/20, BY BRITTANY WOOD, AS IF NONA TOBIN HAD NEVER RECORDED IT. CURRENTLY UNDER APPEAL IN CASE 82294.
201908140003083		LIS PENDENS (7 PAGES) 8/14/19 RECORDED BY NONA TOBIN RE APPEALS 79295 BY NONA TOBIN & HANSEN TRUST 8/14/19 LIS PENDENS WAS EXPUNGED BY 12/3/20 ORDER, RECORDED ON 12/4/20, BY BRITTANY WOOD, AS IF NONA TOBIN HAD NEVER RECORDED IT, AND THEREFORE AS IF WOOD'S CLIENTS, BRIAN & DEBORA CHIESI AND QUICKEN LOANS, INC AND/OR LLC, HAD NOT RECORDED THEIR 12/27/19 CLAIMS WHILE NONA TOBIN'S LIS PENDENS WAS ON RECORD.
201908140003084		LIS PENDENS (39 PAGES) 8/14/19 RE A-19-799890-C BY NONA TOBIN, AN INDIVIDUAL, INCLUDED COMPLAINT FILED ON 8/13/19 INTO A-19-799890-C
201912030003152		NOTICE 11/22/19 ORDER; EXPUNGE 8/8/19 TOBIN & HANSEN TRUST LIS PENDENS
201912270001344		DEED 12/27/19 VOID SANDRA STOKES TO JOEL STOKES
201912270001345		DEED 12/27/19 VOID JOEL A. STOKES TO BRIAN & DEBORA CHIESI
201912270001346		DEED OF TRUST 12/27/19 \$353,500 QUICKEN LOANS INC TO BRIAN & DEBORA CHIESI

EXHIBIT 11

Inst #: 20210205-0000240

Fees: \$42.00

02/05/2021 07:04:10 AM

Receipt #: 4391991

Requestor:

Quicken Loans LLC

Recorded By: ANI Pgs: 1

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

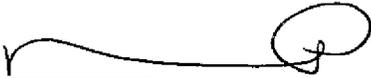
This instrument drafted by
and after recording return to:
Sumer Robertson
Quicken Loans, LLC
635 Woodward Ave.
Detroit, MI 48226
800-226-6308
Parcel No. 191-13-811-052
Loan Number: 3425840772

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

The undersigned, present beneficiary under that certain Deed of Trust dated December 26, 2019, executed by BRIAN CHIESI AND DEBORA CHIESI, HUSBAND AND WIFE, as Trustors to OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, as original Trustee for Mortgage Electronic Registration Systems, Inc. , as beneficiary, as nominee for QUICKEN LOANS INC., its successors and assigns recorded on December 27, 2019, in Document No. 20191227-0001346, OR Book: --, PG: -- of official records of CLARK County, Nevada, hereby Appoints and Substitutes the undersigned as the new Substituted Trustee thereunder in accordance with the terms and provisions contained therein, whose address is 1050 Woodward Ave, Detroit MI 48226-1906, and as such duly Appointed and Substituted Trustee thereunder, the undersigned does hereby Reconvey to the Person or Persons legally entitled thereto, without warranty, all the estate, title, and interest acquired by the Original Trustee and by the undersigned as the said Substituted Trustee under said Deed of Trust, wherever the text of this document so requires, the singular includes the plural.

Dated this February 2, 2021

SIGNED:



QUICKEN LOANS, LLC

By: McKenzie Palchak

Its: Authorized Agent

ACKNOWLEDGEMENT

STATE OF MICHIGAN)

ss

COUNTY OF WAYNE)

On February 2, 2021, before me, Jessica Walker, the above signed officer, McKenzie Palchak, personally appeared and acknowledged to be the Authorized Agent of QUICKEN LOANS, LLC, and that is, authorized to, executed the foregoing instrument for the purposes therein contained, by signing in the name of the corporation by as QUICKEN LOANS, LLC.



Jessica Walker

Notary Public, State of Michigan, County Of OAKLAND

My Commission Expires: September 9, 2021

Acting in the County of Wayne

MIN: 10003903425840772 MERS Phone: (888) 679-6377

JESSICA WALKER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires September 9, 2021
Acting in the County of Wayne



q03425840772 0942 102 0101

Inst #: 20210212-0001549

Fees: \$42.00

02/12/2021 09:12:31 AM

Receipt #: 4402368

Requestor:

Amrock Inc

Recorded By: RNS Pgs: 18

Debbie Conway

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Assessor's Parcel Number:

191-13-811-052

Return To:

Document Management
Quicken Loans, LLC
1050 Woodward Ave
Detroit, MI 48226-1906

Prepared By:

Gary J Rollins
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

Recording Requested By:

See 'Return To:' Name

Mortgage Company Name: Quicken Loans, LLC

License Number: 3030

69259539 -6627087 DEED OF TRUST MIN 100039034665336493
3466533649

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 28, 2020, together with all Riders to this document.

(B) "Borrower" is Brian Chiesi and Debora Chiesi, husband and wife

NEVADA-Single Family-Fannic Mac/Freddie Mac

UNIFORM INSTRUMENT WITH MERS

5785471070

Wolters Kluwer Financial Services, Inc.

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VMP6A(NV) (1909).00

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Borrower is the trustor under this Security Instrument.
(C) "Lender" is Quicken Loans, LLC

Lender is a Limited Liability Company
organized and existing under the laws of the State of Michigan
Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

(D) "Trustee" is Old Republic National Title Insurance Company

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the beneficiary under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated December 28, 2020. The Note states that Borrower owes Lender Three Hundred Fifty Five Thousand Three Hundred Twenty and 00/100 Dollars (U.S. \$ 355,320.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2051.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

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

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

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

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

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

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



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

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

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.
SUBJECT TO COVENANTS OF RECORD.

NEVADA-Single Family-Fannie Mae/Freddie Mac
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Parcel ID Number:
2763 White Sage Dr

191-13-811-052

Henderson

which currently has the address of

[Street]

[City], Nevada 89052-7093 [Zip Code]

("Property Address"):

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

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

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

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

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

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

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

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might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can

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UNIFORM INSTRUMENT WITH MERS

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

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

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

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

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

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

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

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

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UNIFORM INSTRUMENT WITH MERS

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

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

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

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

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under

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Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to,

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entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the

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amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in



writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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

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

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

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

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

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

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

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

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

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

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requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 900

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Wolters Kluwer Financial Services, Inc.



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



12/28/2020 (Seal)
Brian Chiesi -Borrower



12/28/2020 (Seal)
Debora Chiesi -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness

Refer to the attached *Signature Addendum* for additional parties and signatures.

NEVADA-Single Family-Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS

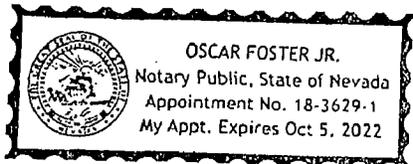
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Wolters Kluwer Financial Services, Inc.



STATE OF NEVADA
COUNTY OF Clark

This instrument was acknowledged before me on December 28, 2020 by
Brian Chiesi and Debora Chiesi



A large, stylized handwritten signature in black ink, written over a horizontal line. The signature appears to be "Oscar Foster Jr.".

Mail Tax Statements To: Brian Chiesi
2763 White Sage Dr
Henderson, NV 89052-7093

Loan origination organization Quicken Loans, LLC
NMLS ID 3030
Loan originator Michael A Sliz
NMLS ID 1409273

NEVADA-Single Family-Fannie Mae/Freddie Mac
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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 191-13-811-052

Land situated in the County of Clark in the State of NV

LOT EIGHTY-FIVE (85) IN BLOCK FOUR (4) OF FINAL MAP OF SUN CITY ANTHEM UNIT NO. 19 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.

Commonly known as: 2763 White Sage Dr, Henderson, NV 89052-7093

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES.

