

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

EXHIBIT 12

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

2020

2020 Recorded documents	202002060000198	SUBSTITUTION/ TRUSTEE ON 5/23/19 STOKES-CIVIC FINANCIAL SERVICES \$355,000 DOT
	202002060000199	RECONVEYANCE OF 5/23/19 STOKES-CIVIC FINANCIAL SERVICES \$355,000 DOT
	202012040001097	ORDER OF DISMISSAL WITH PREJUDICE NONA TOBIN'S A-19-799890-C COMPLAINT & "LIS PENDENS RECORDED ... AS INSTRUMENT NUMBERS 201908080002097, 201908140003083, AND 201908140003084 ARE HEREBY CANCELLED AND EXPUNGED. SAID CANCELLATION HAS THE SAME EFFECT AS AN EXPUNGEMENT OF THE ORIGINAL NOTICE."

EXHIBIT 12

Inst #: 20201204-0001097
Fees: \$42.00
12/04/2020 11:24:35 AM
Receipt #: 4315215
Requestor:
Maurice Wood PLLC
Recorded By: GYOUNG Pgs: 26
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

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)

Order Granting Defendant Red Rock Financial Services'
Motion to Dismiss Complaint and All Joinders to the Motion
and Expunging Lis Pendens

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

RECORDING REQUESTED BY:

Maurice Wood

RETURN TO: Name Maurice Wood

Address 9525 Hillwood Drive Ste. 140

City/State/Zip Las Vegas, NV 89134

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.
To print this document properly, do not use page scaling.
P:\Common\Forms & Notices\Cover Page Template Oct2017



OGM
~~EDWO~~

1 David R. Koch, Esq. (NV Bar No. 8830)
2 Steven B. Scow, Esq. (NV Bar No. 9906)
3 Brody B. Wight, Esq. (NV Bar No. 13615)
4 KOCH & SCOW, LLC
5 11500 South Eastern Avenue, Suite 210
6 Henderson, NV 89052
7 Telephone: (702) 318-5040
8 Facsimile: (702) 318-5039
9 dkoch@kochscow.com
10 sscow@kochscow.com
11 bwight@kochscow.com

12 *Attorneys for Defendant*
13 *Red Rock Financial Services*

14 DISTRICT COURT

15 CLARK COUNTY, NEVADA

16 NONA TOBIN, an individual,
17
18 Plaintiff,

19 vs.

20 BRIAN CHIESTI, an individual; DEBORA
21 CHIESTI, an individual; QUICKEN
22 LOANS IN.; JOEL A. STOKES, an
23 individual; JOEL A . STOKES AND
24 SANDRA STOKES as Trustees of
25 JIMI JACK IRREVOCABLE TRUST;
26 JIMI JACK IRREVOCABLE TRUST;
27 NATIONSTAR MORTGAGE LLC; RED
28 ROCK FINANCIAL SERVICES, DOES I
through X inclusive; and ROE
CORPORATIONS I through V, inclusive

Defendants.

Case No. A-19-799890-C
Dept. 22

**ORDER GRANTING DEFENDANT
RED ROCK FINANCIAL SERVICES'
MOTION TO DISMISS COMPLAINT
AND ALL JOINDERS TO THE
MOTION**

On August 11, 2020 Defendant Red Rock Financial, LLC's ("Red Rock") Motion to Dismiss Nona Tobin's Claims against it and as well as Nationstar Mortgage, LLC's ("Nationstar") Joinder to Red Rock's motion; Joel a Stokes, Joel A. Stokes and Sandra Stokes as trustees of Jimijack Irrevocable Trust, and Jimijack Irrevocable Trust (the "Jimijack Defendants") Joinder to Red Rock's motion; and Brian Chiesi, Debora Chiesi,



1 and Quicken Loans, Inc.'s (the "Chiesi Defendants") Joinder to Red Rock's motion came
2 on for hearing in this Court (collectively all above Defendants shall be referred to as the
3 "Defendants"). Appearing on behalf of Red Rock was counsel of record, Brody Wight
4 appearing on behalf of Nationstar was counsel of record Donna Wittig, appearing on
5 behalf of the Jimijack Defendants was counsel of record Joseph Hong, appearing on
6 behalf of the Chiesi Defendants was counsel of record Brittany Wood, and appearing on
7 behalf of Tobin was counsel of record John Thomson. The Court, having considered the
8 motion, all of the joinders to the motion, the opposition filed by Tobin, the reply filed by
9 Red Rock, and all joinders to the reply, having heard and considered any argument of
10 counsel at the time of hearing, finds and orders as follows.

11 **FACTS**

12 **A. Tobin Unsuccessfully Brings Claims Against the HOA**

13 1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B.
14 Hansen Trust (the "Trust"), filed a Cross-claim against the Sun City Anthem Community
15 Association (the "HOA") in District Court Case No. A-15-720032-C (the "Previous Case"
16 or "Previous Action") claiming the HOA, through its collection agent Red Rock,
17 wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage
18 Drive, Henderson, Nevada 89052 (the "Property") on August 15, 2014.

19 2. In that same litigation, Tobin brought claims against the Jimijack
20 Defendants as successors in interest to the party that purchased the Property at the
21 foreclosure.

22 3. Tobin's central allegation in the Previous Case was that Red Rock
23 committed fraud and wrongfully colluded with several parties, including the HOA, in
24 foreclosing on the Property without complying with the requirements of NRS Chapter
25 116 or the HOA's governing documents.

26 4. Tobin's Cross-claim in the Previous Case listed a host of allegations of
27 wrongdoing against Red Rock including claims that Red Rock failed to provide the Trust
28

1 with proper notice of the foreclosure sale and that it frequently misstated the amounts
2 due and owing to the HOA under the HOA lien.

3 5. The Cross-claim in the Previous Case contained a cause of action against
4 the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the
5 foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud,
6 unjust enrichment, and breach of contract. The allegations of each of those claims
7 centered around Red Rock.

8 6. The Cross-claim in the Previous Case alleged that it was Red Rock that
9 conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and
10 Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

11 7. On February 5, 2019, the HOA brought a motion for summary judgment
12 seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly
13 complied with all requirements of law in foreclosing on the Property and carefully
14 presented the court with all of the notices Red Rock provided.

15 8. The Trust filed an opposition attempting to defend its allegations with a
16 declaration from Tobin attached that claimed the Trust owned the Property.

17 9. On April 17, 2019, the court in that case signed an order granting the
18 HOA's motion in its entirety reasoning that "[t]he totality of the facts evidence that the
19 HOA properly followed the processes and procedures in foreclosing upon the Property."

20 10. Tobin, as the trustee to the Trust, also brought identical claims against the
21 Jimijack Defendants, as successors in interest to the party that purchased the Property at
22 the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a
23 judgment on June 24, 2019, finding in favor of the Jimijack Defendants and against the
24 Trust on all of the Trust's claims in part due to the fact that the claims were precluded by
25 the order granting summary judgment.

26
27
28



1 claims. The Jimijack Defendants' Motion for Attorney's Fees and Costs were pursuant to
2 EDCR Rule 7.60(b)(1) and / or (3).

3 **STANDARD FOR DISMISSAL UNDER NRCP 12(B)(5)**

4 19. Pursuant to NRCP 12(b)(5), a motion to dismiss should be granted upon
5 "failure to state a claim upon which relief can be granted." A motion brought under
6 NRCP 12(b)(5) tests the legal sufficiency of the claim as alleged by the moving party. A
7 motion to dismiss must be granted where it appears to a certainty that the plaintiff is
8 entitled to no relief under any set of facts that could be proved in support of a claim. *Buzz*
9 *Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228 (2008); *Blackjack Bonding v. Las Vegas*
10 *Mun. Ct.*, 116 Nev. 1213,1217 (2000); *Simpson v. Mars Inc.*, 113 Nev. 188, 190 (1997).

11 20. In reviewing motions to dismiss, courts may consider the allegations of the
12 Complaint and "may also consider unattached [or attached] evidence on which the
13 complaint necessarily relies if: (1) the complaint refers to the document; (2) the document
14 is central to the plaintiff's claim; and (3) no party questions the authenticity of the
15 document." *Baxter v. Dignity Health*, 357 P.3d 927, 930 (Nev. 2015) (quoting *United States*
16 *v. Corinthian Colleges*, 655 F.3d 984, 999 (9th Cir.2011)).

17 **LEGAL FINDINGS**

18 21. The doctrine of claim preclusion, otherwise known as *res judicata* is
19 designed to prevent plaintiffs and their privies from filing any claims that were or could
20 have been asserted in a different suit. *U. of Nevada v. Tarkanian*, 879 P.2d 1180, 1191-92
21 (Nev. 1994).

22 22. The concept of *nonmutual* claim preclusion extends the doctrine and
23 "embraces the idea that a plaintiff's second suit against a new party should be precluded
24 'if the new party can show good reasons why he should have been joined in the first
25 action and the [plaintiff] cannot show any good reasons to justify a second chance.' "
26 *Weddell v. Sharp*, 350 P.3d 80, 84-85 (Nev. 2015) (quoting 18A Charles Alan Wright, et al.,
27 Federal Practice and Procedure § 4464.1 (2d ed.2002)



1 23. Courts should apply the doctrine of nonmutual claim preclusion when:
2 (1) There is a valid final judgment,
3 (2) a subsequent action is based on the same claims or any part of them
4 that were or could have been brought in the first action, and
5 (3) “the parties or their privies are the same in the instant lawsuit as
6 they were in the previous lawsuit, or the defendant can demonstrate that he
7 or she should have been included as a defendant in the earlier suit and the
8 plaintiff fails to provide a ‘good reason’ for not having done so.” *Id.* at 85.

9 24. In this case, there was a valid final judgment on all of the claims Tobin
10 brought against the HOA and all other parties to the foreclosure sale. In granting
11 summary judgment and issuing a decision after a bench trial, the trial court in the
12 previous action finally held that the foreclosure conducted by Red Rock was lawful and
13 that Tobin’s claims were all improper.

14 25. The current action is based on the same claims that were or could have been
15 brought in the first action. In both actions Tobin is challenging the validity of the
16 foreclosure sale conducted by Red Rock based on Red Rock’s actions during the
17 foreclosure sale.

18 26. The plaintiff in this action is the same or in privity to the plaintiff in the
19 previous action. While Tobin did file on behalf of the Trust in the first case and in her
20 individual capacity in this case, Tobin as an individual is clearly in privity with Tobin as
21 a trustee. Tobin obtained her interest in the Property that was the subject of the previous
22 action through the Trust by inheritance, succession, or purchase, and, even if Tobin were
23 not the trustee of the Trust, she would be in privity with the Trust. *See, Bower v. Harrah’s*
24 *Laughlin, Inc.*, 215 P.3d 709, 718 (Nev. 2009).

25 27. All of the Defendants or their privities were or should have been named in
26 the previous action. In the previous action, the Trust did name the Jimijack Defendants
27 ,to whom the Chiesi Defendants are in privity, and Nationstar. Red Rock was known at



1 the time of the previous action, and Tobin has not provided any good reason for not
2 having brought Red Rock in the previous action.

3 28. Because this case meets all of the elements of claim preclusion and
4 nonmutual claim preclusion, those doctrines now bar Tobin from bringing all of her
5 claims against the Defendants.

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28

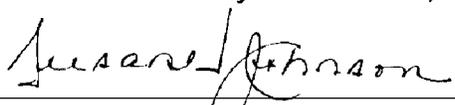


1 **ACCORDINGLY, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED**
2 that Red Rock's Motion to Dismiss all claims asserted against it in Tobin's First Amended
3 Complaint and the joinders to that motion filed by all other Defendants are GRANTED
4 and the action is dismissed in its entirety with prejudice.

5 IT IS FURTHER ORDERED THAT pursuant to NRS 14.017, the Notices of Lis
6 Pendens recorded by Plaintiff in the Office of the Clark County Recorder as Instrument
7 Numbers 201908080002097, 201908140003083, and 201908140003084, are hereby cancelled
8 and expunged. Said cancellation has the same effect as an expungement of the original
9 notice.

10 The requests for attorney's fees made by the Chiesi Defendants and Jimijack
11 Defendants shall be addressed in a separate order. On September 6, 2020, the Court
12 entered and filed its Order granting the Jimijack Defendants' Motion for Attorney's Fees
13 and Costs pursuant to EDCR Rule 7.60 (b)(1) and/or (3)

14 **IT IS SO ORDERED.**
15 Dated: December 3 , 2020

Dated this 3rd day of December, 2020


HONORABLE SUSAN JOHNSON
DISTRICT COURT JUDGE
6CA 205 1CBE 2555
Susan Johnson
District Court Judge

17 **Submitted by:**
18 /s/ Brody Wight
19 Brody Wight, Esq.
20 Counsel for Defendant Red Rock
21 Financial Services, LLC.

22 **Approved as Form and Content:**
23 /s/ Scott Lachman
24 Scott Lachman, Esq.
25 Counsel for Nationtar Mortgage, LLC
26 /s/ Joseph Hong
27 Joseph Hong, Esq.
28 Counsel for Joel a Stokes, Joel A. Stokes
and Sandra Stokes as trustees of Jimijack
Irrevocable Trust, and Jimijack
Irrevocable Trust

 /s/ Brittany Wood
Brittany Wood, Esq.
Counsel for Brian Chiesi, Debora Chiesi,
and Quicken Loans, Inc.

Mr. Thomson has refused to approve the
proposed order for the reasons put forth
in the letter attached as Exhibit 2
John Thomson, Esq.
Counsel for Nona Tobin



EXHIBIT 1

EXHIBIT 1



From: joseph hong yosuphonglaw@gmail.com
Subject: Re: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 30, 2020 at 12:57 PM
To: Brody Wight bwight@kochscow.com



Hi Brody...please affix my e-signature on the Order...

On Thu, Nov 19, 2020 at 10:42 AM Brody Wight <bwight@kochscow.com> wrote:

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight
Koch & Scow LLC
11500 S. Eastern Ave., Suite 210
Henderson, Nevada 89052
702-318-5040 (office)
702-318-5039 (fax)
801-645-8978 (cell)
bwight@kochscow.com

--

Joseph Y. Hong, Esq
Hong & Hong Law Office
One Summerlin
1980 Festival Plaza Dr., Suite 650
Las Vegas, Nevada 89135
Tel: (702) 870-1777
Fax: (702) 870-0500
Cell: (702) 409-6544
Email: Yosuphonglaw@gmail.com



From: Brittany Wood bwood@mauricewood.com 
Subject: RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 2:00 PM
To: Brody Wight bwight@kochscow.com, donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com, scott.lachman@akerman.com, J Thomson jwtlaw@ymail.com



You have my authority to attach my electronic signature.

Brittany Wood

Partner



ATTORNEYS AT LAW

9525 Hillwood Drive | Suite 140
Las Vegas, Nevada | 89134
Office: (702) 463-7616 | Fax: (702) 463-6224
bwood@mauricewood.com

This communication (including any attachments) is not intended or written to be used, and it cannot be used, for the purpose of avoiding tax penalties that may be imposed on the taxpayer. This transmission is intended only for the use of the addressee and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended recipient, any use of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately.

From: Brody Wight <bwight@kochscow.com>
Sent: Thursday, November 19, 2020 10:42 AM
To: donna.wittig@akerman.com; joseph hong <yosuphonglaw@gmail.com>; melanie.morgan@akerman.com; scott.lachman@akerman.com; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.

Brody Wight
Koch & Scow LLC
11500 S. Eastern Ave., Suite 210
Henderson, Nevada 89052
702-318-5040 (office)
702-318-5039 (fax)
801-645-8978 (cell)
bwight@kochscow.com



From: Scott.lachman@akerman.com 
Subject: RE: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 11:04 AM
To: bwight@kochscow.com, donna.wittig@akerman.com, yosuphonglaw@gmail.com, melanie.morgan@akerman.com, bwood@mauricewood.com, jwtlaw@ymail.com
Cc: elizabeth.streible@akerman.com



Brody – You have permission to use my e-signature for Nationstar. Bar No. 12016. Thanks for preparing the order.

Scott Lachman

Associate, Consumer Financial Services Practice Group
Akerman LLP | 1635 Village Center Circle, Suite 200 | Las Vegas, NV 89134
D: 702 634 5021 | C: 702 321 7282
Scott.Lachman@akerman.com

vCard | Profile

akerman

700+ Lawyers
25 Offices
akerman.com

CONFIDENTIALITY NOTE: The information contained in this transmission may be privileged and confidential, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error and then delete it. Thank you.

From: Brody Wight <bwight@kochscow.com>
Sent: Thursday, November 19, 2020 10:42 AM
To: Wittig, Donna (Assoc-Las) <donna.wittig@akerman.com>; joseph hong <yosuphonglaw@gmail.com>; Morgan, Melanie (Ptnr-Las) <melanie.morgan@akerman.com>; Lachman, Scott (Assoc-Las) <scott.lachman@akerman.com>; Brittany Wood <bwood@mauricewood.com>; J Thomson <jwtlaw@ymail.com>
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C

I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting
Defend...n.docx





From: Brody Wight bwight@kochscow.com 
Subject: Order Granting Motion to Dismiss Tobin v. Chiesti A-19-799890-C
Date: November 19, 2020 at 10:42 AM
To: donna.wittig@akerman.com, joseph hong yosuphonglaw@gmail.com, melanie.morgan@akerman.com,
scott.lachman@akerman.com, Brittany Wood bwood@mauricewood.com, J Thomson jwtlaw@ymail.com



I am attaching the order granting Red Rock's motion to dismiss and all joinders that has the changes requested by the Court. If you approve of this order, please respond to this email authorizing me to attach your e-signature.

John, I am aware that you do not approve of the order and will attach the letter you sent regarding the order as an exhibit to the order per the Court's request.



Order Granting
Defend...n.docx

Brody Wight
Koch & Scow LLC
11500 S. Eastern Ave., Suite 210
Henderson, Nevada 89052
702-318-5040 (office)
702-318-5039 (fax)
801-645-8978 (cell)
bwight@kochscow.com



EXHIBIT 2

EXHIBIT 2



LAW OFFICE OF JOHN W. THOMSON
2450 ST. ROSE PARKWAY, SUITE 120
HENDERSON, NV 89074
OFFICE: 702-478-8282
FAX: 702-541-9500
EMAIL: johnwthomson@ymail.com/jwtlaw@ymail.com

October 27, 2020

Via Email Only:

David Koch – dkoch@kochscow.com
Brody Wight – bwight@kochscow.com
Daniel Scow – dscow@kochscow.com
Steven Scow – sscow@kochscow.com
Donna Wittig – donna.wittig@akerman.com
Melanie Morgan – Melanie.morgan@akerman.com
Joseph Hong – yosuphonglaw@gmail.com
Brittany Wood – bwood@mauricewood.com

Re: Tobin v. Chiesi, et al
Case No.: A-19-799890-C

Dear Counsel:

Please see below Nona Tobin's comments and objections to the Order:

1. On January 31, 2017, Tobin, in her capacity as the trustee of the Gordon B. Hansen Trust (the "Trust"), filed a Cross-claim against the Sun City Anthem Community Association (the "HOA") in District Court Case No. A-15-720032-C (the "Previous Case" or "Previous Action") claiming the HOA, through its collection agent Red Rock, wrongfully foreclosed on a residence owned by the Trust and located at 2763 White Sage Drive, Henderson, Nevada 89052 (the "Property") on August 15, 2014.

Claims were brought in both capacities as Trustee and an Individual. The proposed pleadings attached to the 11/15/16 Motion to Intervene, the 12/20/16 hearing minutes & Recorder's Transcript Tobin as filing as an individual beneficiary & Gordon B. Hansen Trust, trustee. Her acceptance as an individual party was reaffirmed at a hearing on 4/27/17 See Recorder's Transcript Page.

2. In that same litigation, Tobin brought claims against the Jimijack Defendants as successors in interest to the party that purchased the Property at the foreclosure.



Tobin/Gordon B. Hansen Trust's primary claim was never adjudicated at trial, i.e., that Jimijack had no valid interest as its deed was inadmissible per NRS 111.345 & was not the successor in interest to the party that purchased the property at foreclosure. Jimijack evaded judicial scrutiny of Jimijack's defective deed by transferring Jimijack's deed to non-party Joel Stokes as an individual five weeks before the trial that allegedly adjudicated the Gordon B. Hansen Trust's quiet title claim v Jimijack.

3. Tobin's central allegation in the Previous Case was that Red Rock committed fraud and wrongfully colluded with several parties, including the HOA, in foreclosing on the Property without complying with the requirements of NRS Chapter 116 or the HOA's governing documents. (*Id.* at ¶ 17).

The documents and record speak for themselves, and the summary here is not adequate.

4. Tobin's Cross-claim in the Previous Case listed a host of allegations of wrongdoing against including claims that Red Rock failed to provide the Trust with proper notice of the foreclosure sale and that it frequently misstated the amounts due and owing to the HOA under the HOA lien.

Tobin/Gordon B. Hansen Trust filed six causes of actions vs. Sun City Anthem. Sun City Anthem's Motion for Summary Judgment addressed quiet title only. Court rejected the Ombudsman's notice of sale log because it was not authenticated. It was authenticated on 4/15/19, but the court did not consider it.

5. The Cross-claim in the Previous Case contained a cause of action against the HOA for quiet title and equitable relief claiming that Red Rock's actions caused the foreclosure sale to be null and void as well as causes of action for civil conspiracy, fraud, unjust enrichment, and breach of contract. The allegations of each of those claims centered around Red Rock.

The degree to which Red Rock & FSR misled the HOA Board, usurped control of funds belonging to the HOA and other parties was revealed during discovery of the prior proceedings but there was no judicial scrutiny of the evidence because Sun City Anthem's attorneys misrepresented the Red Rock foreclosure file as Sun City Anthem's official records and concealed the HOA's verified, corroborated agendas, minutes, and ownership accounts.

These claims were not heard. Five of the six causes of actions were dismissed to go to mediation, but were not returned. Sun City Anthem Motion for Summary Judgment was a partial Motion for Summary Judgment.

There are things about Red Rock's fraud that were only discovered during discovery in the first proceedings. Tobin was prevented from addressing them at trial because she was removed as a Party in her individual capacity; documentary evidence was all excluded from trial, Page 18 of 1/31/17 cross-claim, failure to distribute proceeds, and many other findings of fact were misrepresented in the 4/17/19 Sun City Anthem Motion for Summary Judgment.

6. The Cross-claim in the Previous Case alleged that it was Red Rock that conspired, Red Rock that committed fraud, Red Rock that was unjustly enriched, and Red Rock that breached the contract, but the Cross-claim did not list Red Rock as a party.

None of these claims were heard. See # 13

Red Rock was not a party in the prior suit. Tobin tried to add them in her attempted amendment of her 1/31/17 Cross-Claim vs Sun City Anthem that it could not have any added parties or claims, but the Court wouldn't allow it. See 1/10/19 Recorder's Transcript.

7. On February 5, 2019, the HOA brought a motion for summary judgment seeking the dismissal of the Trust's Cross-claim. The HOA argued that Red Rock clearly complied with all requirements of law in foreclosing on the Property and carefully presented the court with all of the notices Red Rock provided.

Disagree. It was a partial Motion for Summary Judgment vs. the Gordon B. Hansen Trust on the quiet title claim. It did not address five of the six causes of actions in the 1/31/17 CRCM that all parties agreed on 3/26/19 hearing (See Recorder's Transcript) was the operative pleading.

Misstates what happened. While it is true that the HOA argues these points, it did so without any verified, corroborated supporting evidence and by unverified, uncorroborated Red Rock foreclosure file as if it was the HOA's official record.

Sun City Anthem's assisted Red Rock's alleged fraud by presenting inaccurate notices that were never sent, as if they were real, and concealed from discovery the actual official HOA records that support Tobin's and Leidy's declarations made under penalty of perjury.

8. The Trust filed an opposition attempting to defend its allegations with a declaration from Tobin attached that claimed the Trust owned the Property.

Tobin's 3/6/19 declaration under penalty of perjury was consistent with the many other declarations she made under penalty of perjury (9/23/16, 1/17/17, 3/14/19, 3/22/19, 4/20/19).

This implies there was some conflict in her statement about who owned it at the time of the sale and how she acquired title as an individual, but alternate theories of recovery are allowed.

Further, this 3/6/19 declaration was not considered by the court at the 3/26/19 hearing because the court had granted the HOA's Motion for Summary Judgment and Nationstar Mortgage's sua sponte on 3/5/19.

9. On April 17, 2019, the court in that case signed an order granting the HOA's motion in its entirety reasoning that "[t]he totality of the facts evidence that the HO properly followed the processes and procedures in foreclosing upon the Property." (Exhibit 4, pg. 9).

While it is true that is what the order says, there are many disputed facts in that order. See Tobin 4/20/19 DECL that was exhibit 1 to the 5/23/19 Reply to SCA's opposition to reconsider.

All evidence, meaning all sworn affidavits, declarations under penalty of perjury by Teralyn Lewis -Nevada Real Estate Division Custodian of Records; Craig Leidy- 2014 listing agent; Doug Proudfit- 2012-2013 Listing agent; Linda Proudfit – Proudfit Realty Custodian of Records; Steve Hansen – co-beneficiary to the Gordon B. Hansen Trust until 3/27/17; and Nona Tobin as well as all verified & corroborated documentary evidence support Nona Tobin's claims.

The court erred in relying solely on the HOA's oral arguments and Red Rock's unverified, uncorroborated file; ignoring all of the verified evidence that contradicts that statement.

10. Tobin, as the trustee to the Trust also brought identical claims against the Jimijack Defendant, as successors in interest to the party that purchased the Property at the foreclosure, in the Previous Case. After a full trial on the merits, the Court entered a judgment on June 24, 2019 finding in favor of the Jimijack Defendants and against the Trust on all of the Trust's claims in part due to the fact that the claims were precluded by the order granting summary judgment.

The 5 causes of actions of Tobin/Gordon B. Hansen Trust's 2/1/17 AACC vs Joel & Sandra as Trustees of Jimijack were not identical to the claims against the HOA and no claims against Jimijack were heard at trial. There was no "full trial on the merits". Joel A. Stokes, a party in this case, who held Jimijack's recorded interest as of 5/1/19, was not a party in either of the

consolidated cases. The court was not aware at trial that non-party Joel Stokes had encumbered the property with a \$355,000 deed of trust from non-party Civic Financial Services. The Stokes-Civil Financial Services Deed of Trust was wrongly identified as the Jimijack-Nationstar Mortgage “settlement” even though neither NSM nor Jimijack was party to Stokes-Civil Financial Services Deed of Trust.

Further, Plaintiff Jimijack that did not have an admissible deed filed, no quiet title (or any other) claims, into the consolidated cases except its original 6/16/15 COMP vs BANA. BANA defaulted & JDDF was filed on 10/16/15 so BANA was not a party.

Claims preclusion should not have been applied by the court. The Sun City Anthem’s Motion for Summary Judgment was a partial Motion for Summary Judgment as it specifically limited its scope to the quiet title causes of action of the Gordon B. Hansen Trust. The Motion for Summary Judgment was specifically not addressing five of the six Gordon B. Hansen Trust causes of actions or six of Tobin’s causes of actions against Sun City Anthem. Motion for Summary did not apply to Tobin/Gordon B. Hansen Trust’s five causes of actions against Jimijack or the four causes of actions against Hong’s other client Yuen K. Lee dba F. Bondurant as Hong did not file a joinder to Sun City Anthem’s Motion for Summary Judgment and his oral motion to join at the 3/26/19 hearing was denied. (Page 20, lines 16-17 Recorder’s Transcript)

11. Nationstar, as the servicing bank for the Deed of Trust on the Property at the time of foreclosure, was also party to the Previous Case, but Tobin did not bring claims against Nationstar directly.

Nationstar Mortgage was party in the previous case because it inaccurately claimed to hold the beneficial interest of the Hansen Deed of Trust.

Tobin filed an affidavit on 9/23/16 that stated on Page 5 “23. In our scenario, Nationstar Mortgage would retain whatever security interest they had (and could legitimately prove they had in the first deed of trust on August 14, 2014 and no more.

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

25. I believe Nationstar Mortgage's claims are clearly contradicted by evidence I possess.”

12. Shortly after all of her claims were denied at trial, Tobin filed a whole new complaint on August 8, 2019, but this time she filed the Complaint in her individual



capacity. Tobin then filed a First Amended Complaint on June 3, 2020 (the “Complaint”)

Filing the new claim was necessary to protect my individual rights arising from my 3/28/17 deed. The parties would have asserted they were time-barred if I had not filed an individual claim prior to the 8/14/19 statute of limitations.ⁱ

13. Tobin’s new Complaint alleges that in March 2017, in the middle of the previous litigation and before the Trust filed its motion for summary judgment against the HOA, the Trust transferred title to the Property to Tobin individually.

“...before the trust filed its Motion for Summary Judgment vs. the HOA” misstates the facts & the court record.

1/31/17 Tobin Cross-Claim vs Sun City Anthem

2/23/17 Sun City Anthem Motion to Dismiss Tobin/Gordon B. Hansen Trust per NRS 38.310

3/3/17 Tobin filed a Pro Se Motion for Summary Judgment to void the sale vs. the HOA on behalf of herself & Gordon B. Hansen Trust

3/14/17 Sun City Anthem changed attorneys from Lech to Lipson

3/22/17 Tobin gave Sun City Anthem a settlement offer to avoid litigation

3/22/17 Sun City Anthem filed Motion to Dismiss vs Tobin & Gordon B. Hansen Trust per NRCP 41 because Tobin was a Pro Se

3/31/17 Sun City Anthem filed an Opposition to Motion to Tobin Motion for Summary Judgment

4/27/17 Court denied Sun City Anthem Motion to Dismiss per 41 “as to the individual” but erred in not hearing the Tobin/Gordon B. Hansen Trust Motion for Summary Judgment which was scheduled to be heard 4/27/17

5/25/17 Sun City Anthem & Tobin/Gordon B. Hansen Trust new attorney stipulated to withdraw all claims & Tobin’s MSJ pending completion of mediation. Sun City Anthem’s 3/31/17 opposition was withdrawn erroneously as Sun City Anthem new attorney Ochoa misrepresented Sun City Anthem’s opposition as a 2nd Tobin/Gordon B. Hansen Trust Motion for Summary Judgment. Tobin/Gordon B. Hansen Trust completed mediation on 11/13/18, but her claims were not restored to the jurisdiction of the court as her 4/9/19, 4/12/19, 7/26/19 notices of completion of mediation and her 7/29/19 motion to dismiss per 38.310 were all stricken from the record unheard. This resulted in the court refusing to hear her 3/3/17 Motion for Summary Judgment vs. Sun City Anthem, her 4/10/19 Motion for Summary Judgment vs. Jimijack and her 4/24/19 motion to vacate the Sun City Anthem partial Motion for Summary Judgment of the Gordon B. Hansen Trust’s quiet title claims & Nationstar Mortgage’s limited joinder thereto pursuant to NRCP 60 fraud on court.

14. Other than asserting claims in her individual capacity, Tobin’s current action is based, once again, on allegations that Red Rock did not comply with the requirements of law in foreclosing on the Property in August 2014.



Tobin filed the claims that the HOA's agent did not comply with legal requirements in an individual capacity in the prior case, but the court did not hear her as an individual previously, and so the court was unaware of the specific evidence of Red Rock's falsification of its unverified, uncorroborated foreclosure file, keeping two sets of books, taking the authority of the HOA Board to retain proprietary control over funds collected for the benefit of the HOA, conspiring with Nationstar Mortgage to mischaracterize Nationstar Mortgage's rejected \$1100 tender to close the 5/8/14 \$367,500 auction.com sale, authenticated Ombudsman's log shows there was no notice of sale in effect when the 8/15/14 sale was held that was uncovered during the prior proceedings, so she reasserts those claims in the current case. The claim that Red Rock wrongly retained the proceeds of the sale was on page 18-19 of the 1/31/17 Cross-Claim vs. Sun City Anthem, but was never heard because Tobin was prohibited from adding back in the 5 of 6 causes of actions that were withdrawn pending completion of mediation. Tobin's individual motions and notices were all stricken from the record unheard.

15. The Complaint specifically brings claims against all of the Defendants for quiet title, unjust enrichment, and declaratory relief based entirely on allegations that Red Rock wrongfully foreclosed on the Property.

Disagree. The complaint speaks for itself and the summary is inadequately simple and incorrect. The claim against Nationstar Mortgage is that it never was the beneficial owner of the Hansen deed of trust, and is judicially estopped from claiming to own it now. However, because Nationstar Mortgage misrepresented to the court that Tobin's choosing to move to void the sale subject to the Hansen Deed of Trust meant that Tobin/Gordon B. Hansen Trust and Nationstar Mortgage were not opposing parties. Nationstar Mortgage therefore "settled out of court" and dropped its quiet title claims without meeting its burden of proof. Further, if the sale was valid to extinguish the Gordon B. Hansen Trust's interest, then it was valid to extinguish the Hansen Deed of Trust. Also, Nationstar Mortgage & Red Rock both concealed that the Nationstar Mortgage offer of \$1100 and the 3/28/14 Red Rock Financial Services pay off demand to Chicago title the complaint against Jimijack was that the deed was fraudulent and inadmissible per NRS 111.345. All other defendant's deeds that stemmed from Jimijack's are void as well. These are new claims never heard.

16. The Complaint brings the above claims against the Jimijack Defendants and Chiesi Defendants presumably because those Defendants obtained interests in the Property after foreclosure. The Complaint alleges that Nationstar was the servicer on the Deed of Trust on the Property at the time of foreclosure, but the Complaint does not specify why Nationstar was named as a defendant in the current action.



Nationstar Mortgage did not admit that it was only the servicer and not the beneficiary until after the end of discovery, and then they immediately contradicted it by recording a claim that contradicted its previous claim of being the beneficiary. Nationstar Mortgage recorded false claims related to the disputed Hansen DOT on 12/1/14, two on 3/8/19, 1/22/15, 8/17/15, and 6/3/19. In settlement with the other parties, the Jimijack-Nationstar Mortgage settlement, they decided to recording documents on 5/1/19 and 5/23/19 which clouded the title with reassignments of the Stokes-CFS DOT on 6/4/19 and 7/17/19. Chiesi/Quicken defendants recorded claims adverse to Tobin's claimed interest on 12/27/19 during the pendency of these proceedings and the appeal of the prior case. NSM reconveyed the Hansen deed of trust to Joel Stokes as an individual instead of to the estate of the borrower; while the Stokes-Civil Financial Services Deed of Trust still encumbered the property.

17. On June 23, 2020, Red Rock filed a motion to dismiss arguing, in part, that all of Tobin's claims are barred by the doctrines of claim preclusion and nonmutual claim preclusion. The remaining Defendants all properly joined Red Rock's motion.

Claims preclusion is not supported by the facts. Tobin's individual claims in the prior case were not heard. Nationstar Mortgage's claims were not heard because they were dismissed without Tobin's consent, allegedly in order to evade judicial scrutiny of any evidence, and creating a side deal with Jimijack to thwart Tobin's ownership interest. Jimijack didn't have any claims to adjudicate, but somehow won without any claims or any evidence.

Different parties, different claims, no fair adjudication previously equals no applicability of claims preclusion doctrine.

18. In their joinders, the Chiesi Defendants and the Jimijack Defendants requested this Court grant them attorney's fees and costs for defending against Tobin's claims. The Jimijack Defendant's Motion for Attorney's Fees and Costs were pursuant to EDCR Rule 7.60(b)(1) and/or (3).

The attorney fees and costs are separate matters and should not be included in the Order granting motion to dismiss.

Sincerely,

/s/ John W. Thomson

John W. Thomson. Esq.

JWT/ac

cc: Nona Tobin



1 CSERV

2 DISTRICT COURT
3 CLARK COUNTY, NEVADA

4
5
6 Nona Tobin, Plaintiff(s)

CASE NO: A-19-799890-C

7 vs.

DEPT. NO. Department 22

8 Joel Stokes, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

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

14 Service Date: 12/3/2020

15 David Koch

dkoch@kochscow.com

16 Brody Wight

bwight@kochscow.com

17 Akerman LLP

AkermanLAS@akerman.com

18 Andrea Eshenbaugh - Legal Assistant

aeshenbaugh@kochscow.com

19 Donna Wittig

donna.wittig@akerman.com

20 Daniel Scow

dscow@kochscow.com

21 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

22 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

23 MELANIE MORGAN

melanie.morgan@akerman.com

24 JOSEPH HONG

yosuphonglaw@gmail.com

25 JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

JOSEPH HONG

YOSUPHONGLAW@GMAIL.COM

MELANIE MORGAN

MELANIE.MORGAN@AKERMAN.COM

STEVEN SCOW

sscow@kochscow.com

STEVEN SCOW

sscow@kochscow.com

John Thomson

johnwthomson@ymail.com

Vincenette Caruana

jwtlaw@ymail.com

Brittany Wood

bwood@mauricewood.com



Inst #: 20200206-0000198

Fee: \$42.00

02/06/2020 08:00:36 AM

Receipt #: 3980420

Requestor:

SECURITY CONNECTIONS INC

Recorded By: CYV Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

NEVADA

RECORD 1ST

COUNTY OF CLARK

LOAN NO.: 888005445

PARCEL NO. 191-13-811-052



WHEN RECORDED MAIL TO: FIRST AMERICAN MORTGAGE SOLUTIONS

1795 INTERNATIONAL WAY

IDAHO FALLS, ID 83402

PH. 208-528-9895

SUBSTITUTION OF TRUSTEE

The Undersigned does hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (per NRS 239B.030)

WHEREAS, the Undersigned, MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, located at 1601 LBJ FREEWAY SUITE 150, FARMERS BRANCH, TX 75234, the Beneficiary of that certain Deed of Trust dated MAY 21, 2019 executed by JOEL A. STOKES, Trustor, to BOSTON NATIONAL TITLE AGENCY LLC, Original Trustee, for the benefit of CIVIC FINANCIAL SERVICES, LLC, Original Beneficiary, and recorded on MAY 23, 2019 as Instrument No. 20190523-0003531 of the Official Records in the County Recorder's office of CLARK County, State of NEVADA.

WHEREAS, the Undersigned desires to substitute a Trustee under said Deed of Trust in the place and stead of the Current Trustee; NOW THEREFORE, the Undersigned hereby substitutes FIRST AMERICAN TITLE INSURANCE COMPANY, located at 1 FIRST AMERICAN WAY, SANTA ANA, CA 92707 as Trustee, Successor Trustee, or Substitute Trustee under said Deed of Trust.

IN WITNESS WHEREOF, the Undersigned has caused this Instrument to be executed on FEBRUARY 04, 2020.

MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, BY FAY SERVICING, LLC ITS ATTORNEY IN FACT

TYSON CHRISTENSEN, VICE PRESIDENT

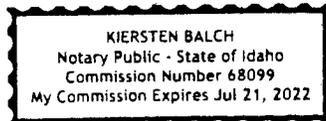
STATE OF IDAHO COUNTY OF BONNEVILLE) ss.

On FEBRUARY 04, 2020, before me, KIERSTEN BALCH, personally appeared TYSON CHRISTENSEN known to me to be the VICE PRESIDENT of FAY SERVICING, LLC AS ATTORNEY-IN-FACT FOR MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

KIERSTEN BALCH (COMMISSION EXP.

07/21/2022)

NOTARY PUBLIC



FY8101218IM - SOT - NV



Page 1 of 1



DOCUMENT 1 OF 2



Inst #: 20200206-0000199

Fee: \$42.00

02/06/2020 08:00:36 AM

Receipt #: 3980420

Requestor:

SECURITY CONNECTIONS INC

Recorded By: CYV Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

NEVADA

RECORD 2ND

COUNTY OF CLARK

LOAN NO.: 888005445

PARCEL NO. 191-13-811-052



WHEN RECORDED MAIL TO: **FIRST AMERICAN MORTGAGE SOLUTIONS**

1795 INTERNATIONAL WAY

IDAHO FALLS, ID 83402

PH. 208-528-9895

MAIL TAX STATEMENTS TO: **JOEL STOKES**

4791 FIORE BELLA BLVD LAS VEGAS NV 89135

FULL RECONVEYANCE

The Undersigned does hereby affirm that this document submitted for recording does not contain the social security number of any person or persons. (per NRS 239B.030)

WHEREAS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, is the Trustee, Successor Trustee, or Substitute Trustee, under that certain Deed of Trust dated **MAY 21, 2019**, executed by **JOEL A. STOKES**, Trustor, to **BOSTON NATIONAL TITLE AGENCY LLC**, Original Trustee, for the benefit of **CIVIC FINANCIAL SERVICES, LLC**, Original Beneficiary, and recorded on **MAY 23, 2019** as Instrument No. **20190523-0003531** of the Official Records in the County Recorder's office of **CLARK** County, State of **NEVADA** and more particularly described on said Deed of Trust referred to herein.

And having received from **MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC**, located at **1601 LBJ FREEWAY SUITE 150, FARMERS BRANCH, TX 75234**, the Beneficiary, a written request to reconvey, reciting that all sums secured by said Deed of Trust have been fully paid, and said Deed of Trust has been surrendered to said Trustee for cancellation, and the Undersigned does hereby **RECONVEY**, without warranty, to the person or persons legally entitled thereto, the estate now held by it thereunder.

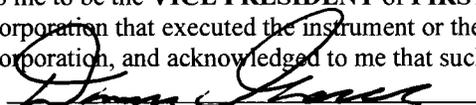
IN WITNESS WHEREOF, the Undersigned has caused this Instrument to be executed on this **FEBRUARY 05, 2020**.

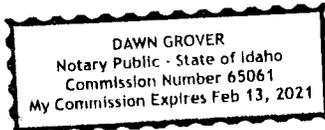
FIRST AMERICAN TITLE INSURANCE COMPANY


TRITTANY DIXON, VICE PRESIDENT

STATE OF IDAHO COUNTY OF BONNEVILLE) ss.

On **FEBRUARY 05, 2020**, before me, **DAWN GROVER**, personally appeared **TRITTANY DIXON** known to me to be the **VICE PRESIDENT** of **FIRST AMERICAN TITLE INSURANCE COMPANY** the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.


DAWN GROVER (COMMISSION EXP. 02/13/2021)
NOTARY PUBLIC



POD: 20191231
FY8101218IM - LR - NV



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

EXHIBIT 13

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

2021

2021 Recorded documents	202102050000240	SUBSTITUTION / RECONVEYANCE OF QUICKEN LOANS INC 12/27/19 \$353,500 DOT TO CHIESI BY QUICKEN LOANS LLC
	202102120001549	DEED OF TRUST 2/12/21 RECORDED QUICKEN LOANS LLC 12/28/20 \$353,320 DOT TO CHIESI BY QUICKEN LOANS LLC

EXHIBIT 13

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

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

APN #: 191-13-811-052

Loan No: [REDACTED] 5261

Space above for Recorder's use

RESCISSION OF ASSIGNMENT OF DEED OF TRUST

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

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

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

Assignee: NATIONSTAR MORTGAGE LLC

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

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

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

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

Legal Description: SEE EXHIBIT "A" ATTACHED

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

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

Date: FEB 25 2019 FEB 25 2019

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

By: Mohamed Hameed
Title: Vice President

Witness Name: OMAR JASPER

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

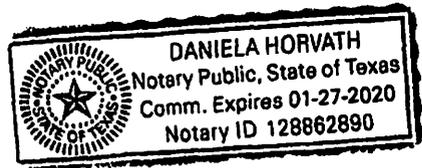
State of Texas
County of Dallas

FEB 25 2019

Daniela Horvath

On _____, before me, _____, a Notary Public, personally appeared Mohamed Hameed, Vice President of/for **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP, BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-FACT**, personally known to me, or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct. I further certify Mohamed Hameed, signed, sealed, attested and delivered this document as a voluntary act in my presence.

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



LEGAL DESCRIPTION:

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

APN #: 191-13-811-052

CORPORATE ASSIGNMENT OF DEED OF TRUST Page 2 of 2

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

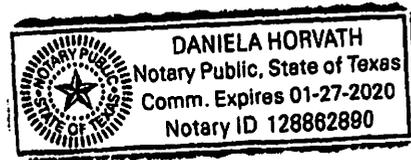
By: 
MOHAMED HAMEED, Vice-President

STATE OF Texas
COUNTY OF Dallas

On February 25th, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


DANIELA HORVATH
Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

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

*VSR*VSRNATN*02/25/2019 10:05:00 AM* NATT01NATNA00000000000000521839*
NVCLARK* NVCLARK_TRUST_ASSIGN_ASSN * AM9*AM9NATT*

Inst #: 20190501-0003348

Fees: \$40.00

RPTT: \$0.00 Ex #: 007

05/01/2019 04:12:04 PM

Receipt #: 3699653

Requestor:

JOEL STOKES

Recorded By: VELAZN Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

APN: 191-13-811-052

Recording requested by and mail
document and tax statements to:

Name: Joel A. Stokes

Address: 2763 White Sage Dr.

City/State/Zip: Henderson, NV 89052

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 1st day of May, 2019, by Joel A. Stokes
and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust (hereinafter "Grantor(s)"),
whose address is 2763 White Sage Dr., Henderson, Nevada 89052, to Joel A. Stokes. (hereinafter
"Grantee(s)") whose address is 2763 White Sage Dr., Henderson, Nevada 89052

WITNESSETH, That the said Grantor, for good consideration and for the sum of One Dollar
USD (\$1.00) paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby
remise, release and quitclaim unto the said Grantee 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:

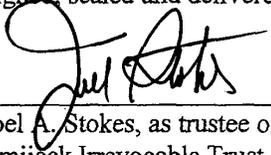
2763 White Sage Dr., Henderson, Nevada 89052

More particularly described as: APN 191-13-811-052

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

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:


Joel A. Stokes, as trustee of the
Jimijack Irrevocable Trust

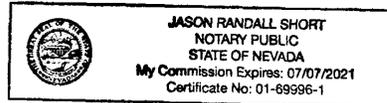

Sandra F. Stokes, as trustee of the
Jimijack Irrevocable Trust

State of Nevada)
) ss
County of Clark)

On this 1 day of May, 2019, before me, Jason Randall Short, a notary public in and for the County of Clark, State of Nevada, did personally appear before me the persons of Joel A. Stokes, as trustee of the Jimijack Irrevocable Trust, and Sandra F. Stokes, as trustee of the Jimijack Irrevocable Trust, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to this Quitclaim Deed; and, acknowledged to me that they executed the same in their capacity, and that by their signatures on this instrument did execute the same.

WITNESS my hand and official seal.

Signature: 



**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 \$ 406,580
 b. Deed in Lieu of Foreclosure Only (value of property (_____))
 c. Transfer Tax Value: \$ 406,580
 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: a transfer of title from a trust without consideration to some individual

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

Signature [Signature] Capacity: Grantee
 Signature [Signature] Capacity: Grantor

SELLER (GRANTOR) INFORMATION (REQUIRED)
 Print Name: Jimjack Irrevocable Trust
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

BUYER (GRANTEE) INFORMATION (REQUIRED)
 Print Name: Joel A. Stokes
 Address: 2763 White Sage Dr.
 City: Henderson
 State: Nevada Zip: 89052

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
 Print Name: Joel A. Stokes Escrow # _____
 Address: 2763 White Sage Dr.
 City: Henderson State: Nevada Zip: 89052

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

Inst #: 20190506-0001022

Fees: \$40.00

05/06/2019 08:20:44 AM

Receipt #: 3702342

Requestor:

LAW OFFICES OF MUSHKIN & AS

Recorded By: TAH Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

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)

Notice of Lis Pendens

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

RECORDING REQUESTED BY:

Mushkin Cica Coppedge

RETURN TO: Name Mushkin Cica Coppedge

Address 4495 South Pecos Road

City/State/Zip Las Vegas, NV 89121

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

Name _____

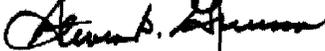
Address _____

City/State/Zip _____

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

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

P:\Common\Forms & Notices\Cover Page Template Oct2017



1 MICHAEL R. MUSHKIN, ESQ.
Nevada Bar No. 2421
2 L. JOE COPPEDGE, ESQ.
Nevada Bar No. 4954
3 MUSHKIN CICA COPPEDGE
4 4495 South Pecos Road
Las Vegas, Nevada 89121
5 Telephone: 702-454-3333
6 Fax: 702-386-4979
7 michael@mccnvlaw.com
jcoppedge@mccnvlaw.com

8 *Attorneys for Nona Tobin, an individual and*
9 *as Trustee of the Gordon B. Hansen Trust*

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

12 JOEL A. STOKES and SANDRA F.
13 STOKES, as trustee of the JIMIACK
14 IRREVOCABLE TRUST,

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

15 Plaintiffs,
16 vs.

Department: XXXI

17 BANK OF AMERICA, N.A.;

18 Defendant.

NOTICE OF LIS PENDENS

19 NATIONSTAR MORTGAGE, LLC,
20 Counter-Claimant,
21 vs.

22 JIMIACK IRREVOCABLE TRUST,
23 Counter-Defendant.

24 CAPTION CONTINUES BELOW

1
2 NONA TOBIN, an individual, and Trustee of
3 the GORDON B. HANSEN TRUST. Dated
4 8/22/08

5 Counter-Claimant,

6 vs.

7 JOEL A. STOKES and SANDRA F.
8 STOKES, as trustees of the JIMI JACK
9 IRREVOCABLE TRUST, SUN CITY
10 ANTHEM COMMUNITY ASSOCIATION,
11 INC., YUEN K. LEE, an Individual, d/b/a
12 Manager, F. BONDURANT, LLC, DOES 1-
13 10, AND ROE CORPORATIONS 1-10,
14 inclusive,

15 Counter-Defendants.

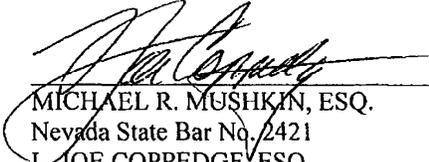
16 **NOTICE OF LIS PENDENS**

17 NOTICE IS HEREBY GIVEN that litigation is pending in the above-entitled Court
18 between the above-named parties, and the resulting litigation and orders may affect title to real
19 property commonly known as 2763 White Sage Drive, Henderson, Clark County Nevada,
20 Assessor Parcel Number 191-13-811-052 (the "Property"), and more particularly described as
21 follows:

22 Lot Eighty-Five (85) in Block Four (4) of Final Map of Sun City
23 Anthem Unit No. 19 Phase 2, as shown by Map thereof on File in
24 Book 102 of Plats, Page 80, in the Office of the County Recorder,
25 Clark County, Nevada.

26 DATED this 30 day of April, 2019

27 MUSHKIN • CICA • COPPEDGE

28 
MICHAEL R. MUSHKIN, ESQ.

Nevada State Bar No. 2421

L. JOE COPPEDGE, ESQ.

Nevada State Bar No. 4954

4495 S. Pecos Road

Las Vegas, Nevada 89121

Page 2 of 2

Inst #: 20190523-0003531

Fees: \$40.00

05/23/2019 03:10:20 PM

Receipt #: 3719436

Requestor:

BOSTON NATIONAL TITLE AGENC

Recorded By: RYUD Pgs: 30

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Recording Requested by:
Civic Financial Services, LLC

And After Recording Return To:
Civic Financial Services, LLC
2015 Manhattan Beach Blvd, Suite 106
Redondo Beach, CA 90278

APN: #191-13-811-052

Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing

Loan Number: 0119048046

1. Definitions

Words used in multiple sections of this document are defined below and other words are defined in Sections 3.3, 3.10, 3.12, 3.17, 3.18, and 3.19. Certain rules regarding the usage of words used in this document are also provided in Section 3.15.

"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.

"Borrower" is JOEL A. STOKES; BORROWER'S ADDRESS IS 4791 Fiore Bella Boulevard, Las Vegas, NV 89135; Borrower is the trustor under this Security Instrument.

"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.

"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, transfer initiated by telephone, wire transfers, and automated clearinghouse transfers.

"Escrow Items" means those items that are described in Section 3.3.

"Lender" is CIVIC FINANCIAL SERVICES, LLC; Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of CALIFORNIA; Lender's address is 2015 MANHATTAN BEACH BLVD

“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.

“Miscellaneous Proceeds” means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 3.5.) 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.

“Mortgage Insurance” means insurance protecting Lender against the nonpayment of, or default on, the Loan.

“Note” means the promissory note signed by Borrower and dated May 21, 2019. The Note states that Borrower owes Lender Three Hundred Fifty-Five Thousand Dollars and Zero Cents Dollars (US\$355,000.00) plus interest; Borrower has promised to pay interest on this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2020.

“Periodic Payment” means the regularly scheduled amount due for (i) interest under the Note, plus (ii) any amounts payable under Section 3.3 of this Security Instrument.

“Property” means the property that is described below under the heading “Transfer of Rights in the Property”.

“RESPA” means the Real Estate Settlement Procedures Act (12 U.S.C. §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 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.

“Riders” means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower:

- | | |
|--|--|
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Revocable Trust Rider | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

“Security Instrument” means this document, which is dated May 21, 2019 together with all Riders to this document.

“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.

“Trustee” is Boston National Title Agency LLC
15 75 Delucchi Lane Suite 115 Unit 29, Reno, Washoe 89502

2. Transfer of Rights in the Property

This Security Instrument secures to Lender:

- (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and,
- (b) 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

STATE: NV

COUNTY: Clark

Type of Recording Jurisdiction	Name of Recording Jurisdiction	A.P.N.
County	Clark	191-13-811-052

Which currently has the address of: 2763 White Sage Drive, Henderson, NV 89052
more fully described by the legal description attached as Exhibit A.

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 REPRESENTS, WARRANTS AND COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

3. Uniform Covenants

Borrower and Lender covenant and agree as follows:

3.1 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 3.3. 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

Inst #: 20190523-0003531

Fees: \$40.00

05/23/2019 03:10:20 PM

Receipt #: 3719436

Requestor:

BOSTON NATIONAL TITLE AGENC

Recorded By: RYUD Pgs: 30

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Recording Requested by:
Civic Financial Services, LLC

And After Recording Return To:
Civic Financial Services, LLC
2015 Manhattan Beach Blvd, Suite 106
Redondo Beach, CA 90278

APN: #191-13-811-052

Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing

Loan Number: 0119048046

1. Definitions

Words used in multiple sections of this document are defined below and other words are defined in Sections 3.3, 3.10, 3.12, 3.17, 3.18, and 3.19. Certain rules regarding the usage of words used in this document are also provided in Section 3.15.

"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.

"Borrower" is JOEL A. STOKES; BORROWER'S ADDRESS IS 4791 Fiore Bella Boulevard, Las Vegas, NV 89135; Borrower is the trustor under this Security Instrument.

"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.

"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, transfer initiated by telephone, wire transfers, and automated clearinghouse transfers.

"Escrow Items" means those items that are described in Section 3.3.

"Lender" is CIVIC FINANCIAL SERVICES, LLC; Lender is a LIMITED LIABILITY COMPANY organized and existing under the laws of CALIFORNIA; Lender's address is 2015 MANHATTAN BEACH BLVD

“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.

“Miscellaneous Proceeds” means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverage described in Section 3.5.) 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.

“Mortgage Insurance” means insurance protecting Lender against the nonpayment of, or default on, the Loan.

“Note” means the promissory note signed by Borrower and dated May 21, 2019. The Note states that Borrower owes Lender Three Hundred Fifty-Five Thousand Dollars and Zero Cents Dollars (US\$355,000.00) plus interest; Borrower has promised to pay interest on this debt in regular Periodic Payments and to pay the debt in full not later than June 01, 2020.

“Periodic Payment” means the regularly scheduled amount due for (i) interest under the Note, plus (ii) any amounts payable under Section 3.3 of this Security Instrument.

“Property” means the property that is described below under the heading “Transfer of Rights in the Property”.

“RESPA” means the Real Estate Settlement Procedures Act (12 U.S.C. §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 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.

“Riders” means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower:

- | | |
|--|--|
| <input type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Revocable Trust Rider | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Other: | <input type="checkbox"/> Other: |

“Security Instrument” means this document, which is dated May 21, 2019 together with all Riders to this document.

“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.

“Trustee” is Boston National Title Agency LLC
15 75 Delucchi Lane Suite 115 Unit 29, Reno, Washoe 89502

2. Transfer of Rights in the Property

This Security Instrument secures to Lender:

- (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and,
- (b) 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

STATE: NV

COUNTY: Clark

Type of Recording Jurisdiction	Name of Recording Jurisdiction	A.P.N.
County	Clark	191-13-811-052

Which currently has the address of: 2763 White Sage Drive, Henderson, NV 89052
more fully described by the legal description attached as Exhibit A.

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 REPRESENTS, WARRANTS AND COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

3. Uniform Covenants

Borrower and Lender covenant and agree as follows:

3.1 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 3.3. 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 3.14. 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 except as required by Applicable Law, 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.

3.2 Application of Payments or Proceeds

Except as otherwise described in this Section 3.2, 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 3.3. 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.

3.3 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 3.5; 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 3.9. 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 if so required, 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 3.3. 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 3.8. 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 3.8 and pay such amount and Borrower shall then be obligated under Section 3.8 to repay to Lender any such amount so paid by Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 3.14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.3. Lender will apply certain RESPA escrow account requirements even though RESPA does not apply to Borrower's Loan. 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 consistent with RESPA 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 consistent with RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess Funds consistent with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower consistent with RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage consistent 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 consistent with 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.

3.4 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 3.3.

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 3.4.

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.

3.5 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 onetime 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 by Lender might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 3.5 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. 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 and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

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, to the extent permitted by Applicable Law, 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 3.2.

If Borrower fails to do so in a timely manner, 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 5.1 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.

3.6 Preservation, Maintenance and Protection of the Property; Inspections

Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or permit waste to be committed on the Property. Notwithstanding the fact that Borrower is not 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 3.5 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.

3.7 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, representations concerning the ABSENCE OF ANY OCCUPANCY OR USE OF THE PROPERTY AS A PRINCIPAL RESIDENCE OR SECOND HOME OF ANY OF BORROWER OR ANY OWNER, EMPLOYEE OR OTHER AFFILIATE OF BORROWER.

3.8 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, (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 permitted the Property to remain vacant, 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 3.8, 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 3.8.

Any amounts disbursed by Lender under this Section 3.8 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 or master 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.

3.9 Mortgage Insurance

(a) 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, and Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. To the fullest extent permitted by Applicable Law, 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 3.9 affects Borrower's obligation to pay interest at the rate provided in the Note.

- (b) 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.
- (c) 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).
- (d) 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:
 - (1) **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.**
 - (2) **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.**

3.10 Assignment of Miscellaneous Proceeds; Forfeiture

- (a) To the fullest extent permitted by Applicable Law, all Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.
- (b) 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. To the fullest extent permitted by Applicable Law, 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, then to the fullest extent permitted by Applicable Law, 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 3.2.

- (c) 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.
- (d) 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.
- (e) 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, to the fullest extent permitted by Applicable Law, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.
- (f) If Borrower fails to pursue recovery of Miscellaneous Proceeds in a diligent manner, 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.

- (g) 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 if acceleration has not occurred 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.
- (h) All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 3.2.

3.11 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.

3.12 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 3.17, 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 3.18) and benefit the successors and assigns of Lender.

3.13 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 (and for purposes of making any such determination as to whether any interest exceeds the lawful maximum, it is understood and agreed that all such interest shall be amortized, prorated, allocated and spread over the full amount and term of all principal indebtedness of Borrower to Lender), 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.

3.14 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 address designated in the Note unless Borrower has designated a substitute notice address by no less than ten (10) days prior 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.

3.15 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.

3.16 Borrower's Copy

Borrower shall be given one copy of the Note and of this Security Instrument.

3.17 Transfer of the Property or a Beneficial Interest in Borrower

As used in this Section 3.17, "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 3.14 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.

3.18 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 3.14) 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 5.1 and the notice of acceleration given to Borrower pursuant to Section 3.17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 3.18.

3.19 Hazardous Substances

As used in this Section 3.19: (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.

3.20 Additional Property Subject to the Security Instrument

In addition to the Property elsewhere herein described, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument.

3.21 Use of Property; Compliance with Law

Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

3.22 Subordinate Liens

Except as permitted by Applicable Law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

3.23 Rent Loss Insurance

Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 3.5.

3.24 Assignment of Leases

Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this Section 3.24, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

3.25 Assignment of Rents; Appointment of Receiver; Lender in Possession

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 5.1 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the

Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless Applicable Law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 3.8.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

3.26 Security Agreement

This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Borrower in the Property. By executing and delivering this Security Instrument, Borrower hereby grants to Lender and Trustee, as security for Borrower's performance of its obligations under the Note, this Security Instrument and all of the other loan documents, a security interest in the items described in Section 3.20 above to the fullest extent that such items may be subject to the Uniform Commercial Code.

3.27 Pledge of Monies Held

Borrower hereby pledges to Lender any and all monies now or hereafter held by Lender, including, without limitation, any sums deposited in the escrow as provided in Section 3.3 above, insurance proceeds as provided in Section 3.5 above and Miscellaneous Proceeds as provided in Section 3.10 above, as additional security for Borrower's performance of its obligations under the Note, this Security Instrument and all of the other loan documents, until expended or applied as provided in this Security Instrument.

3.28 Cross-Default Provision

Any breach or default by Borrower or any Affiliate of Borrower under any note or agreement to which Lender or any Affiliate of Lender is also a party (or has an interest) shall be a breach under this Security Instrument, and Lender may invoke any of the remedies permitted by this Security Instrument.

4. Balloon Payment Covenant

Borrower and Lender further covenant and agree as follows:

THIS LOAN IS PAYABLE IN FULL AT MATURITY. BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT BORROWER MAY OWN, OR BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER WITH WHICH BORROWER HAS THIS LOAN, WILLING TO LEND BORROWER THE MONEY. IF BORROWER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

5. Non-Uniform Covenants

Borrower and Lender further covenant and agree as follows:

5.1 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 3.17 unless Applicable Law provides otherwise) or in the Note. 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. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand, and may invoke the power of sale 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 5.1, 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 a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other 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.

This Section 5.1 shall be subject to (and shall be deemed modified by) any state specific provisions set forth in Section 6 below.

5.2 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. Lender may charge such person or persons a reasonable 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. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

This Section 5.2 shall be subject to (and shall be deemed modified by) any state specific provisions set forth in Section 6 below.

5.3 Substitute Trustee

Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

5.4 Statement of Obligation Fee

Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

5.5 Use of Property

BORROWER WILL AT NO TIME DURING THE TERM OF THE LOAN INHABIT THE PROPERTY. THE PROPERTY IS OWNED AND HELD BY BORROWER AS AN INVESTMENT PROPERTY. NONE OF BORROWER OR ANY OWNER, EMPLOYEE OR OTHER AFFILIATE OF BORROWER NOW OCCUPIES OR USES THE PROPERTY, AND NONE OF THEM HAS ANY PRESENT INTENTION TO OCCUPY OR USE THE PROPERTY IN THE FUTURE AS A PRINCIPAL RESIDENCE OR SECOND HOME OF ANY OF BORROWER OR ANY OWNER, EMPLOYEE OR OTHER AFFILIATE OF BORROWER. EACH OF BORROWER AND ITS OWNERS, EMPLOYEES AND OTHER AFFILIATES NOW OCCUPIES AND USES

OTHER PROPERTY OR PROPERTIES AS SUCH PERSON'S PRINCIPAL OFFICE, RESIDENCE AND/OR SECOND HOME.

6. Right of Reinstatement

The notice of acceleration pursuant to Section 5.1 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.

7 Obligations and Reliance; Further Assurances

7.1 Obligations and Reliance

- (a) Relationship of Borrower and Lender.** The relationship between Borrower and Lender is solely that of debtor and creditor, and Lender has no fiduciary or other special relationship with Borrower, and no term or condition of any of the Note, this Security Instrument and the other loan documents shall be construed so as to deem the relationship between Borrower and Lender to be other than that of debtor and creditor.
- (b) No Reliance on Lender.** The members, general partners, principals and (if Borrower is a trust) beneficial owners of Borrower are experienced in the ownership and operation of properties similar to the Property, and Borrower and Lender are relying solely upon such expertise and business plan in connection with the ownership and operation of the Property. Borrower is not relying on Lender's expertise, business acumen or advice in connection with the Property.
- (c) No Lender Obligations.** By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender pursuant to this Security Instrument, the Note or the other loan documents, including without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, Lender shall not be deemed to have warranted, consented to, or affirmed the sufficiency, the legality or effectiveness of same, and such acceptance or approval thereof shall not constitute any warranty or affirmation with respect thereto by Lender.
- (d) Reliance.** Borrower recognizes and acknowledges that in accepting the Note, this Security Instrument and the other loan documents, Lender is expressly and primarily relying on the truth and accuracy of the warranties and representations made by Borrower herein and therein without any obligation to investigate the Property and notwithstanding any investigation of the Property by Lender; that such reliance existed on the part of Lender prior to the date hereof; that the warranties and representations are a material inducement to Lender in accepting the Note, this Security Instrument and the other loan documents; and that Lender would not be willing to make the Loan and accept this Security Instrument in the absence of the warranties and representations as set forth herein and therein.

7.2 Further Assurances

- (a) Recording of Security Instrument, etc.** Borrower forthwith upon the execution and delivery of this Security Instrument and thereafter, from time to time, will cause this Security Instrument and any of the other loan documents creating a lien or security

interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Note, this Security Instrument, the other loan documents, any note or deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Security Instrument, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

(b) Further Acts, etc. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, mortgages, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require, for the better assuring, conveying, assigning, transferring, and confirming unto Lender and Trustee the Property and rights hereby deeded, mortgaged, granted, bargained, sold, conveyed, confirmed, pledged, assigned, warranted and transferred or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Security Instrument or for filing, registering or recording this Security Instrument, or for complying with all Applicable Law. Borrower, on demand, will execute and deliver and hereby authorizes Lender, following 10 days' notice to Borrower, to execute in the name of Borrower or without the signature of Borrower to the extent Lender may lawfully do so, one or more financing statements (including, without limitation, initial financing statements, amendments thereto and continuation statements) with or without the signature of Borrower as authorized by Applicable Law, chattel mortgages or other instruments, to evidence more effectively the security interest of Lender in the Property. Borrower also ratifies its authorization for Lender to have filed any like initial financing statements, amendments thereto and continuation statements, if filed prior to the date of this Security Instrument. Borrower grants to Lender an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Lender pursuant to this Section 7.2(b). To the extent not prohibited by Applicable Law, Borrower hereby ratifies all acts Lender has lawfully done in the past or shall lawfully do or cause to be done in the future by virtue of such power of attorney.

(c) Changes in Tax, Debt Credit and Documentary Stamp Laws

(1) If any law is enacted or adopted or amended after the date of this Security Instrument which deducts the debt from the value of the Property for the

purpose of taxation or which imposes a tax, either directly or indirectly, on the debt or Lender's interest in the Property, Borrower will pay the tax, with interest and penalties thereon, if any. If Lender is advised by counsel chosen by it that the payment of tax by Borrower would be unlawful or taxable to Lender or unenforceable or provide the basis for a defense of usury, then Lender shall have the option, exercisable by written notice of not less than ninety (90) days, to declare the debt immediately due and payable.

- (2) Borrower will not claim or demand or be entitled to any credit or credits on account of the debt for any part of the taxes or other charges assessed against the Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Property, or any part thereof, for real estate tax purposes by reason of this Security Instrument or the debt. If such claim, credit or deduction shall be required by law, Lender shall have the option, exercisable by written notice of not less than ninety (90) days, to declare the debt immediately due and payable.
- (3) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note, this Security Instrument, or any of the other loan documents or impose any other tax or charge on the same, Borrower will pay for the same, with interest and penalties thereon, if any.

- (d) **Replacement Documents.** Upon receipt of an affidavit of an officer of Lender as to the loss, theft, destruction or mutilation of the Note or any other loan document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other loan document, Borrower will issue, in lieu thereof, a replacement Note or other loan document, dated the date of such lost, stolen, destroyed or mutilated Note or other loan document in the same principal amount thereof and otherwise of like tenor.

8 Indemnification; Waivers

8.1 Indemnification

- (a) **General Indemnification.** Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties (defined below) from and against any and all Losses (defined below) imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (a) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (b) any use, nonuse or condition in, on or about the Property or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) performance of any labor or services or the furnishing of any materials or other property in respect of the Property or any part thereof; (d) any failure of the Property to be in compliance with any Applicable Law; (e) any and all claims and demands whatsoever which may be asserted against Lender by reason of any

alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; or (f) the payment of any commission, charge or brokerage fee to anyone which may be payable in connection with the funding of the Loan evidenced by the Note and secured by this Security Instrument. Any amounts payable to Lender by reason of the application of this Section 8.1(a) shall become immediately due and payable and shall bear interest at the default rate from the date loss or damage is sustained by Lender until paid.

- (b) The term “**Losses**” shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, expenses, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to attorneys’ fees and other costs of defense). The term “**Indemnified Parties**” shall mean (a) Lender, (b) any prior owner or holder of the Note, (c) any servicer or prior servicer of the Loan, (d) the officers, directors, shareholders, partners, members, employees and trustees of any of the foregoing, and (e) the heirs, legal representatives, successors and assigns of each of the foregoing.
- (c) **Mortgage and/or Intangible Tax.** Borrower shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Security Instrument, the Note or any of the other loan documents.
- (d) **Duty to Defend; Attorneys’ Fees and Other Fees and Expenses.** Upon written request by any Indemnified Party, Borrower shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Borrower shall pay or, in the sole discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

8.2 Waivers

- (a) **Waiver of Counterclaim.** Borrower hereby waives the right to assert a counterclaim, other than a mandatory or compulsory counterclaim, in any action or proceeding brought against it by Lender arising out of or in any way connected with this Security Instrument, the Note, any of the loan documents, or any of Borrower’s obligations thereunder.
- (b) **Marshalling and Other Matters.** To the extent permitted by law, Borrower hereby expressly waives:

- (1) the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Property or any part thereof or any interest therein; and,
 - (2) any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Borrower, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons to the extent permitted by Applicable Law.
- (c) **Waiver of Notice.** Borrower shall not be entitled to any notices of any nature whatsoever from Lender or Trustee except (a) with respect to matters for which this Security Instrument specifically and expressly provides for the giving of notice by Lender or Trustee to Borrower and (b) with respect to matters for which Lender or Trustee is required by Applicable Law to give notice, and Borrower hereby expressly waives the right to receive any notice from Lender or Trustee with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Lender or Trustee to Borrower.
- (d) **Waiver of Statute of Limitations.** Borrower hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment of the debt or performance of its other obligations under this Security Instrument, the Note and the other loan documents.
- (e) **Sole Discretion of Lender.** Wherever pursuant to this Security Instrument (a) Lender exercises any right given to it to approve or disapprove, (b) any arrangement or term is to be satisfactory to Lender, or (c) any other decision or determination is to be made by Lender, the decision of Lender to approve or disapprove, all decisions that arrangements or terms are satisfactory or not satisfactory and all other decisions and determinations made by Lender, shall be in the sole discretion of Lender, except as may be otherwise expressly and specifically provided herein.
- (f) **WAIVER OF RIGHT TO TRIAL BY JURY.** BORROWER HEREBY EXPRESSLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THE NOTE, THIS SECURITY INSTRUMENT OR THE OTHER SECURITY DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH. BORROWER AGREES THAT THE PROVISIONS CONTAINED HEREIN HAVE BEEN FAIRLY NEGOTIATED ON AN ARM'S-LENGTH BASIS, WITH BORROWER AGREEING TO THE SAME KNOWINGLY, AND BEING AFFORDED THE OPPORTUNITY TO HAVE BORROWER'S LEGAL COUNSEL CONSENT TO THE MATTERS CONTAINED HEREIN. ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THE RIGHT TO TRIAL BY JURY.

9 Miscellaneous Provisions

9.1 No Oral Change

This Security Instrument, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

9.2 Liability

If Borrower consists of more than one person, the obligations and liabilities of each such person hereunder shall be joint and several. This Security Instrument shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

9.3 Inapplicable Provisions

If any term, covenant or condition of the Note or this Security Instrument is held to be invalid, illegal or unenforceable in any respect, the Note and this Security Instrument shall be construed without such provision.

9.4 Duplicate Originals; Counterparts

This Security Instrument may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Security Instrument may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Security Instrument. The failure of any party hereto to execute this Security Instrument, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

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.

The undersigned Borrower requests that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to Borrower at the address set forth above.

By: *Joel Stokes* Date: *5/21/2019*
Name: Joel A Stokes

ACKNOWLEDGEMENT

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 Nevada

County of *Clark*

On *May 21, 2019* before me, *Mireya Defreze, Notary Public*
(insert name and title of the officer)

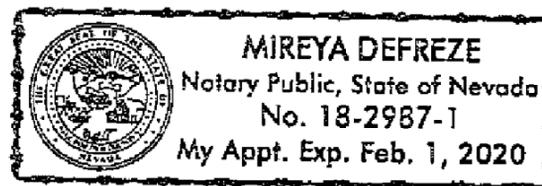
Personally appeared *Joel A Stokes*
who proved

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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Mireya Defreze*



(Seal)

Exhibit A
Legal Description

Loan Number: 0119048046

The following described parcel of land and improvements and appurtenances thereto in the County of Clark, State of Nevada described as follows:

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.

191-13-811-052

Planned Unit Development Rider

Loan Number: 0119048046

THIS PLANNED UNIT DEVELOPMENT RIDER is made on May 21, 2019 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 CIVIC FINANCIAL SERVICES, LLC (the "**Lender**") of the same date and covering the Property described in the Security Instrument and located at:

2763 White Sage Drive, 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 OF RECORD

(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:

- (1) 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 similar or 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.
- (2) 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 3.3 of the Security Instrument for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 3.5 of the Security Instrument 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.

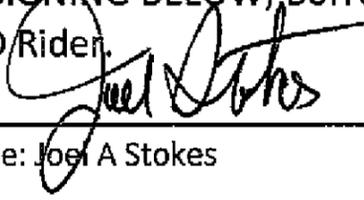
What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the Owners Association's 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.

- (3) 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:
- (4) 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 3.10 of the Security Instrument.
- (5) 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.
- (6) 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 (6) shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

By:  Date: 5/21/2019

Name: Joe A Stokes

Inst #: 20190528-0002843

Fee: \$40.00

05/28/2019 05:44:38 PM

Receipt #: 3721682

Requestor:

BOSTON NATIONAL TITLE AGENC

Recorded By: TAH Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Commitment Number: NV19101285-A

After Recording, Send To:

**BOSTON NATIONAL TITLE AGENCY LLC
400 ROUSER RD BLDG 2 STE 602
CORAOPOLIS PA 15108**

APN#191-13-811-052

RELEASE OF NOTICE OF LIS PENDENS

For valuable consideration paid, Joel A. Stokes and Sandra F. Stokes, as trustees of the **JIMJACK IRREVOCABLE TRUST**, ("Plaintiff"), the holder of Notice of Lis Pendens against Bank of America, NA; Sun City Anthem Community Association, Inc.; Does I through X and Roe Business Entities I through X, ("Defendants"), in Case No. A-15-720032-C, District Court, Clark County, Nevada, recorded 06/07/2016 in Instrument Number 20160607-0001450 of the public records of Clark County, Nevada, which is a lien on the real property described below, acknowledges release of that Notice of Lis Pendens.

The following described parcel of land and improvements and appurtenances thereto in the County of Clark, State of Nevada described as follows: 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.

Tax ID:# 191-13-811-052

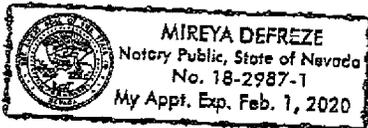
Executed by the undersigned this 5/21, 2019.

Joel Stokes, trustee
Joel A. Stokes, as trustee of the JIMJACK IRREVOCABLE TRUST

Sandra F. Stokes trustee
Sandra F. Stokes, as trustee of the JIMJACK IRREVOCABLE TRUST

STATE OF Nevada
COUNTY OF Clark

The foregoing instrument was acknowledged before me on May 21st, 2019 by Joel A. Stokes and Sandra F. Stokes, as trustees of the JIMJACK IRREVOCABLE TRUST, who is personally known to me or has produced Driver's Licenses as identification, and furthermore, the aforementioned person has acknowledged that his/her signature was his/her free and voluntary act for the purposes set forth in this instrument.



Mireya Defreze
Notary Public

This instrument prepared by:
Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550,
Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170.

Inet #: 20190603-0001599

Fee: \$40.00

06/03/2019 11:17:45 AM

Receipt #: 3726945

Requestor:

AKERMAN, LLP - LAS VEGAS

Recorded By: OSA Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

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

Recording Requested By:
NATIONSTAR MORTGAGE LLC DBA MR. COOPER

When Recorded Return To:
NATIONSTAR MORTGAGE DBA MR. COOPER
RELEASES
P.O. BOX 619092
DALLAS, TX 75261-9947

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE

NATIONSTAR MORTGAGE #:0618315261 "HANSEN" Lender ID:CBA Clark, Nevada
MIN #: 100052550018523257 SIS #: 1-888-679-6377

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

NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER is the present Beneficiary of that certain Deed of Trust Dated: 07/15/2004, made by GORDON B. HANSEN, AN UNMARRIED MAN as Trustor, with JOAN H. ANDERSON, as Trustee, for the benefit of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR WESTERN THRIFT & LOAN, as Original Beneficiary, which said Deed of Trust was recorded 07/22/2004 in the Office of the County Recorder of Clark State of Nevada, as Instrument No.: 20040722-0003507 wherein said present Beneficiary hereby substitutes NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER 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, NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 as present Beneficiary and NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 as Substituted Trustee, have caused this instrument to be executed, each in its respective interest;

*ATR*ATRNATT*05/03/2019 07:45:31 AM* NATTO1NATT00000000000000001940192*
NVCLARK* 0618315261 NVCLARK_TRUST_SUB * *ATRNATT*

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 2 of 3

NATIONSTAR MORTGAGE LLC, D/B/A MR.COOPER

On May 3rd, 2019

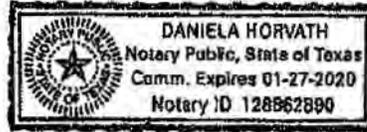
By: [Signature]
Sylvia Ramirez, Vice-President

STATE OF Texas
COUNTY OF Dallas

On May 3rd, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared Sylvia Ramirez, Vice-President, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

[Signature]
DANIELA HORVATH
Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER 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 NATIONSTAR MORTGAGE LLC D/B/A MR.COOPER as Trustee
On May 3rd, 2019

[Signature]
Sylvia Ramirez, ASSISTANT SECRETARY

*ATR*ATRNATT*05/03/2019 07:45:33 AM* NATT01NATT00000000000000001940182*
NVCLARK* 0018315281 NVCLARK_TRUST_SUB * *ATRNATT*

SUBSTITUTION OF TRUSTEE AND FULL RECONVEYANCE Page 3 of 3

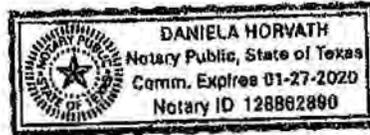
STATE OF Texas
COUNTY OF Dallas

On May 3rd, 2019, before me, DANIELA HORVATH, a Notary Public in and for Dallas in the State of Texas, personally appeared Sylvia Ramirez, 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,



DANIELA HORVATH
Notary Expires: 01/27/2020 #128862890



(This area for notarial seal)

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

*ATR*ATRNATT*05/03/2019 07:45:35 AM* NATT01NATT00000000000000001940192*
NVCLARK* 0818315261 NVCLARK_TRUST_SUB * *ATRNATT*

Inst #: 20190604-0000772

Fees: \$40.00

06/04/2019 08:06:33 AM

Receipt #: 3727834

Requestor:

CIVIC FINANCIAL SERVICES LL

Recorded By: SAO Pgs: 3

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Document Prepared by: Annaliza Guingao

Recording Requested by and

When recorded, please return to:

Civic Financial Services, LLC

2015 Manhattan Beach Blvd, Suite 106

Redondo Beach, CA 90278

Loan No. 0119048046

APN: 191-13-811-052

[Space Above This Line For Recording Data]

Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to:

HMC Assets, LLC solely in its capacity as separate trustee of Civic Holdings III Trust

whose address is: 2015 Manhattan Beach Blvd, Suite 106 Redondo Beach, CA 90278)

all its rights, title and interest in and to the Deed of Trust dated 05/21/2019 executed by JOEL A. STOKES, and recorded either

- concurrently herewith; or
- on 05/23/2019 as Instrument No. 20190523-0003531 in book na , page na, in the Official Records in the County Recorder's, Clark County, NV describing land therein as:

Legal Description

The following described parcel of land and improvements and appurtenances thereto in the County of Clark, State of Nevada described as follows:

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.

Property Address: 2763 White Sage Drive, Henderson, NV, 89052

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. The original principal amount due under this note(s) is \$355,000.00.

**Civic Financial Services, LLC, a California
Limited Liability Company**



By: Chris Prado
Title: Authorized Agent

ACKNOWLEDGEMENT

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 Los Angeles)

On MAY 31 2019 before Erin C Brown, Notary Public
(insert name and title of the officer)

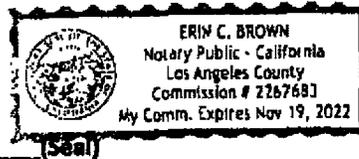
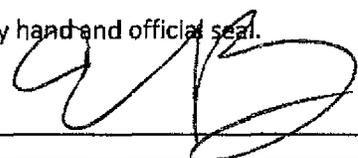
me,

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

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

WITNESS my hand and official seal.

Signature _____



Inet #: 20190710-0002352
Fee: \$40.00
07/10/2019 02:50:46 PM
Receipt #: 3760929
Requestor:
AKERMAN, LLP - LAS VEGAS
Recorded By: OSA Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

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/owner.aspx>)

TITLE OF DOCUMENT
(DO NOT Abbreviate)

Release of Notice of Lis Pendens

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

RECORDING REQUESTED BY:

Akerman LLP

RETURN TO: Name Akerman LLP

Address 1635 Village Center Circle, Suite 200

City/State/Zip Las Vegas, Nevada 89134

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.

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

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

AKERMAN LLP
1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 - FAX: (702) 380-8572

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ROLP
MELANIE D. MORGAN, ESQ.
Nevada Bar No. 8215
DONNA M. WITTIG, ESQ.
Nevada Bar No. 11015
AKERMAN LLP
1635 Village Center Circle, Suite 200
Las Vegas, Nevada 89134
Telephone: (702) 634-5000
Facsimile: (702) 380-8572
Email: melanie.morgan@akerman.com
Email: donna.wittig@akerman.com

Attorney for Nationstar Mortgage LLC

DISTRICT COURT
CLARK COUNTY, NEVADA

NATIONSTAR MORTGAGE LLC,
Plaintiff,
vs.
OPPORTUNITY HOMES, LLC company;
DOES 1 through 10; and ROE Corporation 1
through 10,
Defendants.

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

RELEASE OF NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that the Notice of Lis Pendens, in relation to the above-entitled action concerning and affecting real property as described herein, recorded on January 13, 2016, as Instrument No. 20160113-0001051, is hereby released.

This Release of Notice of Lis Pendens affects title of real property located at 2763 White Sage Drive, Henderson, Nevada 89052 with legal description of:

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

DATED July 10, 2019

AKERMAN LLP

/s/ Melanie D. Morgan

MELANIE D. MORGAN, ESQ.

Nevada Bar No. 8215

DONNA M. WITTIG, ESQ.

Nevada Bar No. 11015

1635 Village Center Circle, Suite 200

Las Vegas, Nevada 89134

Attorneys for Nationstar Mortgage LLC

AKERMAN LLP

1635 VILLAGE CENTER CIRCLE, SUITE 200
LAS VEGAS, NEVADA 89134
TEL.: (702) 634-5000 -- FAX: (702) 380-8572

Inst #: 20190717-0002971

Fees: \$40.00

07/17/2019 02:30:29 PM

Receipt #: 3768823

Requestor:

HMC ASSETS LLC

Recorded By: SOV Pgs: 1

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Document prepared by: Laura Collins
Record and return to: HMC Assets, LLC
2015 Manhattan Beach Suite 200
Redondo Beach, CA 90278
Reference ID: 0119048046/0888005445
APN ID: 191-13-811-052

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ASSIGNMENT OF DEED OF TRUST

For value received, the undersigned hereby grants, assigns and transfers to
Morgan Stanley Mortgage Capital Holdings LLC
all beneficial interest under that certain DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING dated 05/21/2019 executed by JOEL A. STOKES, Borrower(s), to Civic Financial Services, LLC, as Originating Lender, recorded on 05/23/2019 as Instr # 20190523-0003531 of Official Records in the office of the County Recorder of Clark County, State of NV (hereinafter, the "DEED OF TRUST"), together with the Promissory Note secured by said DEED OF TRUST and also all rights accrued or to accrue under said DEED OF TRUST and Promissory Note.

Property Address: 2763 White Sage Drive, Henderson, NV 89052

Dated: July 17, 2019

HMC Assets, LLC solely in its capacity as separate trustee of Civic Holdings III Trust

Aaron Wright

By: Aaron Wright, Authorized Agent

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.

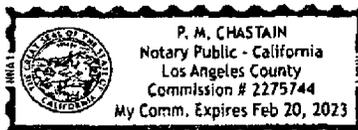
State of California) ss
County of Los Angeles)

On July 17, 2019, before me, P.M. Chastain, Notary Public, personally appeared Aaron Wright, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Inst #: 20190724-0003355

Fee: \$40.00

07/24/2019 03:33:28 PM

Receipt #: 3777737

Requestor:

NOW! SERVICES INC

Recorded By: KVHO Pgs: 17

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

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/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Notice of Entry of Findings of Facts, Conclusions of Law and Judgment

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

RECORDING REQUESTED BY:

Joseph Y. Hong, Esq.

RETURN TO: Name Joseph Y. Hong, Esq.

Address 1980 Festival Plaza Dr., Suite 650

City/State/Zip Las Vegas, Nevada 89135

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.

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

P:\Common\FORMS & NOTICES\Cover Page Template Oct2017



1 **NEFF**
2 JOSEPH Y. HONG, ESQ.
3 State Bar No. 005995
4 HONG & HONG LAW OFFICE
5 1980 Festival Plaza Drive, Suite 650
6 Las Vegas, Nevada 89135
7 Telephone No.: (702) 870-1777
8 Facsimile No.: (702) 870-0500
9 E-mail: yosuphonglaw@gmail.com
10 Attorney for Counter-Defendant
11 *JOEL A. STOKES and SANDRA F. STOKES,*
12 *as trustees of the JIMJACK IRREVOCABLE TRUST*

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

11 NONA TOBIN, as Trustee of the GORDON B.
12 HANSEN TRUST, dated 8/22/08,

13 Counterclaimant,

14 vs.

15 JOEL A. STOKES and SANDRA F. STOKES, as
16 Trustees of the JIMJACK IRREVOCABLE
17 TRUST; YEUN K. LEE, an individual, d/b/a
18 Manager, F. BONDURANT, LLC.,

18 Counter-Defendants.

Case No. : A-15-720032-C
Dept. No. : XXXI

Consolidated with: A-16-730078-C

20 **NOTICE OF ENTRY OF FINDINGS OF FACTS,**
21 **CONCLUSIONS OF LAW AND JUDGMENT**

22 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD:

23 ///

24 ///

25 ///

26 ///

27

28

Steven D. Grierson

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDR

EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA

NONA TOBIN, as Trustee of the
GORDON B. HANSEN TRUST dated
8/22/08,

Counterclaimant,

vs.

JOEL A. STOKES AND SANDRA F.
STOKES, as Trustees of the JIMJACK
IRREVOCABLE TRUST; YUEN K.
LEE, an individual, d/b/a
Manager, F. BONDURANT, LLC.,

Counter-Defendants.

Case No.: A-15-720032-C

Consolidated with A-18-730078-C

FINDINGS OF FACTS, CONCLUSIONS OF LAW AND JUDGMENT¹

This matter, having come on for Bench Trial commencing on June 5th and
6th, 2019, with L. Joe Coppedge appearing on behalf of Counterclaimant the
Gordon B. Hansen Trust, dated 8/22/08; and Joseph Hong appearing on behalf
of all Counter-Defendants. All parties having an opportunity to present their

¹ The consolidated cases commenced with multiple parties being named and the initial caption read in part, "Joel A. Stokes and Sandra F. Stokes as trustees of the Jimjack Irrevocable Trust Plaintiffs, vs. Bank of America N.A. Defendants, et. al". All claims by all other parties, other than those of the Counterclaimant against Counter-Defendants have either been resolved or eliminated due to rulings of the Court. Thus, the only claims that were asserted to remain for trial were the Counterclaimant's claims against Counter-Defendants. Accordingly, the caption, as set forth above, correctly sets forth the parties that were asserted to have remained for purposes of trial.

1 case, the Court having considered the evidence, the previous Orders and
2 Judgments in this case, and good cause appearing therefore, enters the
3 following Findings of Fact and Conclusions of Law:

4 FINDINGS OF FACTS

5
6 1. Counterclaimant, the Gordon B. Hansen Trust Dated 8/22/08
7 ("Hansen Trust") claims in intervention against Counter-Defendants, Joel A.
8 Stokes and Sandra F. Stokes, as Trustees of the Jimijack Irrevocable Trust
9 ("Jimijack"); and Yuen K. Lee, an individual d/b/a Manager F. Bondurant, LLC.
10 ("Lee"), involving a real property commonly known as 2763 White Sage Drive,
11 Henderson, Nevada 89052, APN 191-13-811-052 (the "Subject Property") were
12 the only remaining claims set for trial to commence on June 5, 2019.

13
14 2. On January 11, 2017, the Hansen Trust intervened in the present
15 action via Order, with Notice of Entry thereof, filed on January 12, 2017. The
16 Hansen Trust alleged claims of Quiet Title and Equitable Relief, Civil Conspiracy,
17 Fraudulent Conveyance, Unjust Enrichment, and Breach of Contract against the
18 Sun City Anthem Community Association ("HOA"). The Hansen Trust alleged
19 claims for Quiet Title and Equitable Relief, Fraudulent Re-conveyance, Unjust
20 Enrichment, Civil Conspiracy, and Injunctive Relief against Jimijack. The Hansen
21 Trust alleged claims for Fraudulent Conveyance, Quiet Title and Equitable Relief,
22 and Civil Conspiracy against Lee d/b/a F. Boudurant. The Hansen Trust
23 alleged claims for Quiet Title and Equitable Relief, Breach of Contract, Equitable
24 Relief (stet) and Civil Conspiracy against Opportunity Homes and Thomas Lucas.

1 The essence of the Hansen Trust's claims in the consolidated cases was.
2 asserted to be that it sought to void the HOA foreclosure sale of the Subject
3 Property. In each of the pleadings filed against each of the respective parties,
4 the Hansen Trust set forth that Nona Tobin was the Trustee of the Hansen Trust
5 dated 8/22/08, and that the claims were brought by the Trustee of the Hansen
6 Trust on behalf of the Trust. Given it was asserted in all of the claims in the
7 respective pleadings that the Hansen Trust was the purported owner of the
8 property at issue at the time of the foreclosure sale, and that Ms. Tobin was the
9 successor Trustee, the Court finds that the pleadings are consistent with the
10 intention of the Court's Order granting intervention by the Hansen Trust. There
11 was no intention by the Court to grant intervention to Ms. Tobin as an individual
12 as there was no assertion in the January 2017 Motion to Intervene or in what
13 were titled "cross-claims" and "counter-claims" that anyone or entity had asserted
14 any joint or other form of ownership right with the Hansen Trust at the time of the
15 foreclosure at issue.²

16
17
18
19
20 ² The Court notes that on May 24, 2019, less than two weeks before trial was to commence,
21 Counterclaimant filed a "Supplement" without leave of Court which had a "quitclaim deed" dated
22 March 27, 2017 attached. It was contended that Ms. Tobin as the successor trustee of the
23 Hansen Trust quitclaimed to herself as an individual effective March 27, 2017 whatever interest
24 the Hansen Trust had in the subject property for no consideration. While the Court takes no
25 position as to whether the quitclaim deed was proper within the terms of the trust as the Court
26 was not shown the trust nor did anyone testify as to the language of the trust, the Court notes that
27 the Court Record shows that in a prior pleading there were representations by Counterclaimant
28 through its Trustee, Ms. Tobin, that she was one of two beneficiaries of the Trust. Second, even
if the Court were to view the Supplement and its attachment as allowable, from a chronological
standpoint, the purported transfer of ownership rights (whatever they were purported to be) did
not take place until about two months after there was Notice of Entry of the Order on the Motion
to Intervene which granted intervention to the Hansen Trust only in the present case. Thus,
regardless of whether the "quitclaim deed" was valid or not, Ms. Tobin was not a proper party to
the instant litigation as there was no timely request for her to intervene or any legal authority.

3. After the Hansen Trust filed what it asserted to be "cross-claims" and a "counter-claim", various pleadings were filed by the Intervenor Hansen Trust in which the phrase "Nona Tobin as an individual" was set forth in the caption and in some cases in the body of the document, despite the fact the Motion to Intervene was filed by the Trustee on behalf of the Trust and Intervention was only granted to the Hansen Trust. From a review of the Court Record, it appears that other parties to the action also included the incorrect caption that had been used by Intervenor Hansen Trust in some of their pleadings. It was not until a couple of months before trial was to commence in 2019 that the error was brought to the attention of the Court. In 2019³, the Court was informed, and the Odyssey Record of the Eighth Judicial District confirms, that contrary to the scope of the Intervention granted by the Court, at some point in 2017 the Hansen Trust inserted Ms. Tobin's name incorrectly in the caption and then used her name in an individual capacity at some points in pleadings. In those same pleadings, however, the nature of the actions relating to the ownership of the property which was purportedly was owned by the Hansen

presented to the Court that she could intervene on her own behalf after she contended that she relinquished whatever interest the Hansen Trust purportedly had on or about March 27, 2017. As intervention by Ms. Tobin as an individual as distinct from her role as trustee was not timely or properly presented and hence was not granted, the Court finds that the trial properly commenced and concluded between the only parties that remained in the case.

³ Indeed, at hearing(s) in 2019 after the Court was put on notice of what had occurred, in the presence of Ms. Tobin who was present as Trustee of the Hansen Trust with her counsel, the Court reminded all parties that it needed to strike pleadings that had been filed by Ms. Tobin herself. The Court confirmed with the parties that Ms. Tobin's role was solely as Trustee of the Hansen Trust and the Hansen Trust was represented by counsel. See, e.g. Hearing of April 23, 2019, where the Court was informed, and then subsequent hearings where Ms. Tobin was present with her counsel where the issue was again communicated.

1 Trust at the time of the foreclosure remained the same: Further, there was no
2 request of the Court, nor any grant of intervention by the Court, to allow Ms.
3 Tobin to appear as an individual. Instead, Ms. Tobin's role was as Trustee of the
4 Hansen Trust.

5
6 4. On April 27, 2017, the Court heard Lucas and Opportunity Homes
7 Motions for Summary Judgment and ruled thereon. There were other pending
8 Motions including the HOA Motion to Dismiss the Hansen Trust's claims and
9 related countermotions, which at the request of those who were present, were
10 continued. The Court was informed that the Hansen Trust was not represented
11 by counsel as required by EDCR 7.42. The remaining hearings were then reset
12 to May 23rd and then May 25th to allow the Hansen Trust to obtain counsel and
13 be prepared. On May 25th, 2017, the parties withdrew some of the pending
14 Motions and requested that the ruling on others, including the HOA's Motion to
15 Dismiss as to all of the Hansen's Trust's claims, be deferred as some of the
16 parties were seeking NRED mediation.
17

18 5. At the parties' request, the Court did not rule on those pending
19 Motions. On September 19, 2017, the parties filed a Stipulation and Order and
20 the following day they filed Notice of Entry Thereof. The Stipulation addressed
21 all of the Counterclaimant Hansen Trust's claims with the HOA. Pursuant to the
22 Stipulation and Order, the HOA's Motion, as it applied to the Hansen Trust (and
23 to the extent that Ms. Tobin asserted at the time she was a party), was dismissed
24
25
26
27
28

1 other than the quiet title claim.⁴ The Stipulation filed on September 17th provided:

- 2
- 3 1. That all claims against the HOA be dismissed without
- 4 prejudice for the parties to attend mediation.
- 5 2. That the Court does not make a decision as to the quiet
- 6 title claim at this time.
- 7 3. That the Court does not make any determination as to
- 8 actions taken after the filing of the HOA's Motion at this
- 9 time.
- 10 4. That the Counter-Motion(s) filed by Nona Tobin an
- 11 Individual and Trustee of the Gordon B Hansen Trust be
- 12 withdrawn without prejudice at this time.

13 **ORDER**

14 Based on the stipulations of the parties:

15 **THE COURT ORDERS:** All claims against Sun City

16 Anthem Community Association are dismissed without

17 prejudice to attend NRED mediation, except for the

18 quiet title claim.

19 **THE COURT ORDERS** the counter-motions filed March

20 3, 2017 and March 31, 2017 be **WITHDRAWN**

21 **WITHOUT PREJUDICE.**

22 **THE COURT FUTURE ORDERS** the Motion to Dismiss

23 is **GRANTED**, pursuant to a stipulation of the parties to

24 all claims other than quiet title

25 ⁴ At the time of the Stipulation in 2017, the Court had not been informed that Ms. Tobin was not a

26 proper party but merely an individual who had incorrectly been added to the caption. Placing

27 oneself on a caption or in a pleading does not confer party status on that individual when

28 intervention is only granted to the entity who claimed an interest in the property at the time of the

foreclosure.

1 THE COURT FURTHER ORDERS the Motion to
2 Dismiss is DENIED WITHOUT PREJUDICE in regards
3 to the quiet title claim.

4 6. In light of the parties Stipulation to attend NRED mediation, the
5 case was pending until the Court received notice that the NRED mediation had
6 been completed. A Notice of completion of mediation was filed in November
7 2017. Thereafter, in April 2018, the HOA filed an Answer to the only remaining
8 claim between it and the Hansen Trust—i.e. Quiet Title. That was the only
9 remaining claim pursuant to the parties Stipulation the preceding September.

10 7. In February 2019, the HOA filed a Motion for Summary Judgment
11 with a limited Joinder by Nationstar.⁵ At the request of the parties, the matter
12 was heard on March 26, 2019. After a full oral argument, and taking fully into
13 account the pleadings as well as the allowable evidence and oral argument, the
14 Court GRANTED the HOA's Motion and Nationstar's limited Joinder thereto. The
15 Court set forth its reasoning in open Court and then detailed its reasoning in the
16 Findings of Fact and Conclusions of Law and Judgment thereon, which were filed
17 on or about April 17, 2019 ("FFCL"). Notice of Entry was filed on April 18, 2019.

18 8. In its ruling on the HOA's Motion for Summary Judgment, the Court
19 expressly found that "the totality of the facts evidence that the HOA property
20 followed the process and procedures in foreclosing upon the Property." See
21 FFCL filed on April 17, 2019, page 9, lines 5-6. The Court, therefore, granted the
22
23
24

25 ⁵ That same month Nationstar, Opportunity Homes, and F. Bonderant filed a Stipulation to
26 Dismiss with respect to their claims vis a vis each other. The parties also filed a Stipulation to
27 Reform the Caption.

1 HOA's Motion for Summary Judgment as to the Hansen Trust's claim against the
2 HOA for Quiet Title and Equitable Relief in seeking to void the HOA foreclosure
3 sale. See FFCL filed on April 17, 2019.

4
5 9. On April 23, 2019, at the hearing for Nationstar's Motion for
6 Summary Judgment, the Court was informed that the only parties remaining in
7 the case due to rulings and resolutions were Counterclaimant Hansen Trust, the
8 Stokes on behalf of JimiJack and Lee d/b/a F. Bondurant. The Court was
9 informed that prior captions had incorrectly set forth that Ms. Tobin was a party in
10 her individual capacity. The Court was further informed and shown that
11 Intervenor status had only been granted to the Hansen Trust which Ms. Tobin
12 acted in the capacity of Trustee. Ms. Tobin, according to the official record of the
13 consolidated cases, had never been granted leave to intervene as an individual.
14 In light of the fact there was a pending resolution between various entities, but
15 there were still counterclaims outstanding involving the Hansen Trust, the Pre-
16 Trial Conference set for April 25, 2019, remained on calendar so that the trial
17 could be set with respect to the remaining claims of the Hansen Trust.

18
19 10. At that same April 23rd hearing, due to the fact that Ms. Tobin had
20 filed documents on her own whilst the Trust was represented by counsel, those
21 purported pleadings filed by Ms. Tobin were considered rogue documents. Since
22 they were rogue documents, they were stricken in accordance with the rules.

23
24 11. On April 29, 2019, the Hansen Trust filed a Motion for
25 Reconsideration of the Court's ruling on the HOA's Motion for Summary
26

1 Judgment. The hearing on the Motion was held on May 29, 2019. After full oral
2 argument and a review of the pleadings, the Motion was denied.⁶ On May 30,
3 2019, the Court entered its Order Denying the Hansen Trust's Motion for
4 Reconsideration of its ruling granting Summary Judgment in favor of the HOA.
5 The denial was based both on procedural and substantive grounds. The Order
6 Denying the Motion for Reconsideration was filed on May 31, 2019, and the
7 Notice of Entry of same was filed on May 31, 2019.

9 12. On June 5, 2019, the Bench Trial commenced. Ms. Tobin testified
10 on behalf of Counterclaimant. Counterclaimant did not call any other witnesses.
11 After a full trial on the merits of the case, and taking into account the evidence
12 the Court can take into account, the Court finds that Counterclaimant did not
13 meet her burden by a preponderance of the evidence on any of her claims for
14 Quiet Title and Equitable Relief, Fraudulent Reconveyance, Unjust Enrichment,
15 Civil Conspiracy and Injunctive Relief as alleged against Jimjack.

17 8. After a full trial on the merits of the case, and taking into account
18 the evidence the Court can take into account, the Court further finds that
19 Counterclaimant did not meet her burden by a preponderance of the evidence on
20 any of her claims for Fraudulent Conveyance, Quiet Title and Equitable Relief
21 and Civil Conspiracy against Lee on behalf of F. Bonderant.

23 CONCLUSIONS OF LAW

24
25 ⁶ At that hearing, the Court again reminded Ms. Tobin and her counsel that it was not proper for
26 Ms. Tobin, who was represented by counsel, to file documents on her own and also that her role
27 in the consolidated cases was as Trustee for the Hansen Trust consistent with the Court's ruling
28 in 2017 on the Motion to Intervene.

1 1. NRS Chapter 116 specifically authorizes a homeowners'
2 association to foreclose on the entirety of its delinquent assessment lien against
3 the homeowner. See NRS 116.31162-116.31168. In this case, the Court has
4 found that the HOA complied with the statutes, all required notices were
5 provided, there was a default when the power of sale was exercised, and the
6 HOA had the authority to foreclose upon the Subject Property. See FFCL filed
7 on April 17, 2019. Thus, pursuant to NRS Chapter 116, any and all rights and
8 interests the Hansen Trust had in the Subject Property was divested and
9 extinguished at the time of the HOA foreclosure sale.
10

11 2. "A valid and final judgment on a claim precludes a second action
12 on that claim or any part of it." *Univ. of Nev. v. Tarkanian*, 110 Nev. 581, 599
13 (1994). Claim preclusion applies when: "(1) the parties or their privies are the
14 same; (2) the final judgment is valid; and (3) the subsequent action is based on
15 the same claims or any part of them that were or could have been brought in the
16 first case." *Five Star Capital Corp. v. Ruby*, 124 Nev. 1048, 1054 (2008). The
17 Hansen Trust's claim for Quiet Title/Equitable Relief in seeking to void the HOA
18 sale was fully adjudicated by the Court pursuant to the HOA's Motion for
19 Summary Judgment wherein the Court entered its FFCL, which was filed on
20 April 17, 2019. The Hansen Trust, therefore, cannot re-litigate the same claim or
21 any part thereof. The other claims also fail as they request the Court make a
22 ruling inconsistent with its ruling on the Motion for Summary Judgment.
23
24

25 3. "The doctrine of the law of the case cannot be avoided by a more
26
27
28

1 detailed and precisely focused argument subsequently made after reflection
2 upon the previous proceedings." *Hall v. State*, 91 Nev. 314, 316, 535 P.2d 797,
3 799 (1975). The Court's FFCL granting Summary Judgment in favor of the HOA
4 that was filed on April 17, 2019, is the law of the case as to the Hansen Trust's
5 claim for Quiet Title and Equitable Relief in seeking to void the HOA sale. The
6 Hansen Trust, therefore, cannot avoid the doctrine of the law of the case which
7 not only precludes its Quiet Title and Equitable Relief claims but since its other
8 claims against Jimjack and Lee and contingent upon a finding in its favor on the
9 quiet title claim or the premises upon which it is built, those claims fall as well.
10

11 4. In addition to the claims already being precluded given there is
12 both issue preclusion through law of the case, in the present matter, the Court
13 had also denied the Counterclaimant's Motion for Reconsideration shortly before
14 the trial commenced. Thus, the Court had already reviewed its decision both
15 procedurally and substantively. Accordingly, the law of the case in the present
16 action would apply for the independent reason that the underlying decision had
17 already been reviewed and re-affirmed by the Court.
18

19 5. Even if Counterclaimant could try to contend that any of its claims
20 were not barred by issue and claim preclusion, then Counterclaimant's claims all
21 still fail as it failed to meet its burden of proof on any of its claims. Specifically,
22 Ms. Tobin as Trustee for the Hansen Trust conceded on direct examination that
23 the house had been subject to multiple short sale potential escrows as the
24 house was in default with the lender. She also conceded that there was a late
25
26
27
28

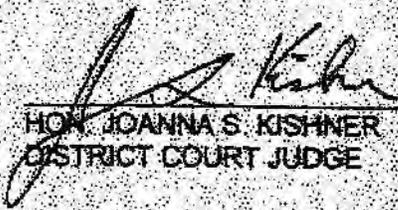
1 payment to the HOA. Thus, at least \$25.00 was owed to the HOA at some
2 point. While she disagreed whether the HOA could assess the charges that she
3 asserted were added to the Hansen Trust account as a result of the Hansen
4 Trust's failure to pay its dues on time, she provided no evidence that the charges
5 were inaccurate or impermissible. She also testified that she received a Notice
6 of Foreclosure Sale on the property. She failed to identify any individuals with
7 whom the Hansen Trust had a contract with or any individuals who engaged in a
8 purported conspiracy. Thus, the testimony of the Trustee of the Hansen Trust
9 demonstrated that the Hansen Trust could not meet its burden on any of the
10 claims asserted against any of the Counter-Defendants. The failure of
11 Counterclaimant to meet its burden of proof is an independent basis which
12 requires the Court to find in favor of Counter-Defendants and against
13 Counterclaimant.
14
15

16 **THEREFORE, PURSUANT TO THE ABOVE FINDINGS OF FACT AND**
17 **CONCLUSIONS OF LAW, IT IS HEREBY ORDERED, ADJUDGED, AND**
18 **DECREED** that Judgment shall be entered in favor of JimiJack and Lee and
19 against the Hansen Trust as to all claims alleged against them by the Hansen
20 Trust.
21

22 **IT IS FURTHER HEREBY ORDERED, ADJUDGED, AND DECREED**
23 that the Lis Pendens recorded against the Subject Property by the Hansen Trust
24 shall be cancelled and expunged.
25
26
27
28

1 Counsel for Counter-Defendants is directed pursuant to NRCP 58 (b) and
2 (e) to file and serve Notice of Entry of the Court's findings and Judgment within
3 fourteen days hereof.

4
5 IT IS SO ORDERED this 24th day of June, 2019.

6
7
8 
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
HON. JOANNA S. KISHNER
DISTRICT COURT JUDGE

13
CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE


CLERK OF THE COURT

JUL 1 2 2019

TOBIN 3839

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that on or about the date filed, a copy of this Order was served via Electronic Service to all counsel/registered parties, pursuant to the Nevada Electronic Filing Rules, and/or served via in one or more of the following manners: fax, U.S. mail, or a copy of this Order was placed in the attorney's file located at the Regional Justice Center:

ALL PARTIES SERVED VIA E-SERVICE


TRACY L. CORDOBA-WHEELER
Judicial Executive Assistant

Inst #: 20190808-0002097
Fees: \$40.00
08/08/2019 04:00:40 PM
Receipt #: 3797587
Requestor:
NONA TOBIN
Recorded By: DROY Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

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)

Lis Pendens

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 Quinn Heights Ave

City/State/Zip Henderson NV 89052

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

Name _____

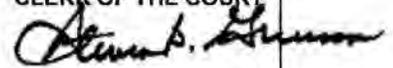
Address _____

City/State/Zip _____

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

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

P:\Common\FORMS & NOTICES\Cover Page Template Oct2017



1 NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Avenue
3 Henderson NV 89052
4 (702) 465-2199
5 nonatobin@gmail.com
6 *In Proper Person*

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

**DISTRICT COURT
CLARK COUNTY, NEVADA**

NONA TOBIN, an Individual,

Plaintiff

vs.

NOTICE OF LIS PENDENS

JOEL A. STOKES, an Individual; JOEL A.
STOKES and SANDRA STOKES as Trustees of
JIMIACK IRREVOCABLE TRUST;
NATIONSTAR MORTGAGE, LLC; JOSEPH
HONG; MELANIE MORGAN, DAVID
OCHOA; STEVEN SCOW; FORREST
BARBEE; RED ROCK FINANCIAL
SERVICES; CLUYANNE M. CORWIN;
BANK OF AMERICA; YOUNG CRAIN, I;
TERESA D. WILLIAMS, CA NOTARY Exp.
1919662; TERESA D. WILLIAMS; YUEN K.
LEE, F. BONDURANT, LLC; THOMAS
LUCAS, OPPORTUNITY HOMES, LLC;
CIVIC FINANCIAL SERVICES LLC;
MORGAN STANLEY MORTGAGE CAPITAL
HOLDINGS LLC; DOES 1-10, ROE
CORPORATIONS 1-10

Defendants

PLEASE TAKE NOTICE that Plaintiff, NONA TOBIN, an Individual, in Proper Person, complains against the above named individuals and entities (collectively "Defendants") in a new civil action made pursuant to NRS 40.010.

1 The above captioned matter will be heard in the District Court, Clark County, Nevada,
2 located at 200 Lewis Avenue, Las Vegas, Nevada.

3 This action, and the affirmative relief that Plaintiff requests in its Complaint, affects
4 title to specific real property and the right to possession of specific real property situated in
5 Clark County, Nevada, commonly known as 2763 White Sage Drive, Henderson, Nevada
6 89052 (hereinafter "Property"), and more particularly described as:

7
8 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNI NO.
9 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. and more particularly described as Clark County
Assessor Parcel No. 191-13-811-052.

10 In addition, NONA TOBIN, an Individual, has unadjudicated claims related to this
11 title of this property, pending in Clark County, District Court, Department XXXI, in
12 consolidated cases, A-15-720032-C, JOEL AND SANDRA STOKES AS TRUSTEES OF
13 JIMJACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA and SUN
14 CITY ANTHEM COMMUNITY ASSOCIATION, INC., Defendants, and Consolidated
15 case, A-16-730078-C, , NATIONSTAR MORTGAGE, LCC vs. OPPORTUNITY HOMES,
16 LLC.

17 There are two appeals to the Nevada Supreme Court filed to void the June 24, 2019
18 order as the trial only partially adjudicated the claims filed into the consolidated cases since
19 2015.

20 **Please take note that the order recorded against this title on July 24, 2019 is not final.**

21 In the new complaint, Plaintiff has asked the Court to provide the following
22 affirmative relief :

23 1. For a preliminary and permanent injunction against any sale or transfer of this property
24 during the pendency of all ongoing proceedings and appeals;

1 2. For a declaration and determination that the HOA Sale was invalid as it did not comply
2 with the statutes governing HOA foreclosures in NRS (2013) 116.3116 through NRS
3 116.31168;

4 3. For a declaration and determination that the August 15, 2014 HOA sale is null and
5 void as Sun City Anthem failed to provide the homeowner the notice and due process, required
6 by NRS 116.31031 and the SCA CC&Rs Section 7.4, as a necessary pre-condition of
7 imposing a sanction for the alleged violation of the association's governing documents of
8 delinquent assessments;

9
10 4. For a declaration and determination that the SCA agents exceeded the authority
11 granted to the SCA Board by NRS 116.3102 (m) that limits the association's authority to
12 sanction an owner for an alleged violation of the governing documents unless the HOA
13 provides all the notice and due process delineated in NRS 116.31031 to the owner who may
14 be sanctioned;

15 5. For a declaration and determination that the HOA sale is null and void as it was not
16 authorized by an official corporate action of the Sun City Anthem Board in a manner
17 compliant with applicable NRS 116 provisions, including NRS 116.31083.

18
19 6. For a declaration and determination that the HOA sale is null and void as SCA did
20 not publish notice to the SCA membership, including the property owner, of its intent to
21 authorize the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in
22 the manner proscribed by NRS 116.31083(5) and NRS 116.3108(4).

23 7. For a declaration and determination that there is no admissible evidence in the court
24 record, or in the world, that supports Nationstar's claim to own the beneficial interest of the

1 disputed deed of trust and tan order that his declaration shall be forwarded to the Nevada State
2 Attorney General for inclusion in its investigation of verified complaint in case 2-2019.

3
4 8. For a declaration and determination that the HOA sale is null and void as the SCA
5 Board, in violation of NRS 116.31085(3)(4) and SCA bylaws 3.15A, imposed sanctions
6 against Plaintiff for the alleged violation of failing to pay the deceased owner's delinquent
7 assessments, and based their enforcement decision solely on the allegations of financially-
8 conflicted agents, in closed meetings, to which the owner received no notice, no opportunity
9 for a hearing, and no opportunity to mount a defense.

10 9. For a declaration and determination that the HOA, its agents are required to comply
11 with all laws defining an HOA Board's authority and duties, when the Board can meet in
12 closed session, control over the collection of assessments, limits on fees charged, due process
13 required prior to the Board imposing any sanction for an alleged violation of the SCA
14 governing documents, rights of owners to know Board actions/decisions/votes (in advance on
15 agendas and after the fact in BOD minutes and from HOA Board-controlled records), and
16 signatory control over bank accounts for all assessments or other funds collected for the sole
17 and exclusive use of the association, to name a few.

18 10. For a declaration and determination that the HOA sale is null and void as the HOA
19 agents and attorneys advised the SCA Board to act contrary to its fiduciary duty, as defined
20 in NRS 116.3102, owed to the membership, including the property owner, when it failed to
21 comply with SCA Bylaws provisions 3.20 and 3.18 (a),(b),(e),(g), and (i), adopted pursuant
22 to NRS 116.3106, that prohibited delegation of Board duties and policy-making authority in
23 the collection of assessments, such that agents were negligently supervised, SCA maintained
24

1 no independent accounting records of the amounts collected, allowing agents thereby to
2 charge fees in excess of the amounts authorized by the SCA delinquent collection Assessment
3 policy and NRS 116.310313, and for agents to retain the proceeds of foreclosure sales without
4 SCA exerting fiduciary control over funds that legally had to be deposited in SCA-controlled
5 accounts for the sole and exclusive benefit of the SCA and the membership at large.

6
7 11. For the cancellation of the instruments that were recorded without authority, and/or
8 for such improper purposes as clouding the title, evading legal or contractual obligations, or
9 to create ownership rights that did not exist in law or in fact.

10 12. For a declaration and determination that the disputed HOA sale did not extinguish the
11 GBH Trust's nor its successor trustee's rights to title;

12 13. For a declaration and determination that Plaintiff is entitled to the \$57,282
13 undistributed proceeds of the sale plus interest as NSM's claims to own the beneficial interest
14 of the DOT were proven false;

15
16 14. For a declaration and determination Plaintiff's 3/28/17 deed as an individual is valid
17 and superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of
18 unauthorized successor Joel Stokes;

19 15. For a declaration and determination Plaintiff is entitled to recoup damages, including
20 five years of rental income from Jimijack;

21
22 16. For a declaration and determination that Nationstar's claims to own the beneficial interest
23 of the disputed Western Thrift Deed of Trust (Herein "DOT") are false;

1 17. For a declaration and determination all instruments, encumbrances and assignments
2 improperly and/or unlawfully notarized, executed or recorded to create false claims, or were
3 done for the improper purpose of abrogating Tobin's rights during the pendency of case
4 A720032, and/or prior to the adjudication of Plaintiff's claims in this instant action, are
5 cancelled and declared without legal force and effect;

6 18. For attorneys in the A720032 case pay Tobin's attorney fees and all litigation costs,
7 including post-judgment costs in both cases, and be ordered to show cause why they should
8 not be sanctioned pursuant to Rule 11(b)(1)(3).

9
10 19. For general and special damages in excess of \$10,000 or in the alternative, for
11 restitution in excess of \$10,000;

12 20. For any and all further relief deemed appropriate by this Court.

13
14 Dated this 7th day of August, 2019

15
16 

17 NONA TOBIN, AN INDIVIDUAL
18 2664 Olivia Heights Avenue
19 Henderson NV 89052
20 Office: (702) 465-2199
21 nonatobin@gmail.com
22 *In Proper Person*

23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

1 I, Nona Tobin hereby certify that the foregoing and pursuant to NRCP 5(b), I on this
2 the 7th day of August, 2019, I served via the Clark County electronic filing system a true and
3 correct copy of the foregoing NOTICE OF LIS PENDENS to all parties listed in the Odyssey
4 eFileNV service contact list in A-15-720032-C

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

Inst #: 20190814-0003083
Fees: \$40.00
08/14/2019 03:16:12 PM
Receipt #: 3803247
Requestor:
NONA TOBIN
Recorded By: KVHO Pgs: 7
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: FRONT COUNTER
Ofc: MAIN OFFICE

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

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 _____

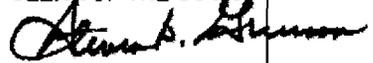
Address _____

City/State/Zip _____

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

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

P:\Common\FORMS & NOTICES\Cover Page Template Oct2017



1 NOLP
2 NONA TOBIN, AN INDIVIDUAL
3 2664 Olivia Heights Avenue
4 Henderson NV 89052
5 (702) 465-2199
6 nonatobin@gmail.com
7 *In Proper Person*

8 IN THE SUPREME COURT OF THE STATE OF NEVADA

9 NONA TOBIN, AS TRUSTEE OF THE
10 GORDON B. HANSEN TRUST, DATED
11 8/22/08; AND NONA TOBIN, AN
12 INDIVIDUAL

13 Appellants

14 vs.

15 JOEL A. STOKES and SANDRA STOKES
16 AS TRUSTEE OF THE JIMJACK
17 IRREVOCABLE TRUST; YUEN K. LEE, AN
18 INDIVIDUAL D/B/A MANAGER, F.
19 BONDURANT, LLC; SUN CITY ANTHEM
20 COMMUNITY ASSOCIATION, INC.; AND
21 NATIONSTAR MORTGAGE, LLC,

22 Respondents

Supreme Court Appeal No. 79295

District Court Case No.: A-15-720032-C

Consolidated with: A-16-730078-C

Department: XXXI

NOTICE OF LIS PENDENS

NOTICE OF LIS PENDENS

NOTICE IS HEREBY GIVEN that an appeal to the Nevada Supreme Court is pending in the above-entitled between the above-named parties, and the resulting litigation and orders may affect title and the right to possession of specific real property commonly known as 2763

1 White Sage Drive, Henderson, Clark County Nevada, 89052, Assessor Parcel Number 191-
2 13-811-052 (the "Property"), and more particularly described as follows:

3 This action, and the affirmative relief that Plaintiff requests in her appeal, affects title to
4 specific real property real property situated in Clark County, Nevada, commonly known as 2763
5 White Sage Drive, Henderson, Nevada 89052 (hereinafter "Property"), and more particularly
6 described as:

7 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNI NO. 19
8 PHASE 2, as shown by map thereof on file in Book 102 of Plats, Page 80, in the Office of the
9 County Recorder, Clark County, Nevada. and more particularly described as Clark County Assessor
Parcel No. 191-13-811-052.

10 See Exhibit "I" attached hereto.

11 Dated this 14th day of August, 2019,

12
13 

14 _____
NONA TOBIN, AN INDIVIDUAL
2664 Olivia Heights Avenue
15 Henderson NV 89052
(702) 465-2199
16 nonatobin@gmail.com
17 *In Proper Person*

18 CERTIFICATE OF SERVICE

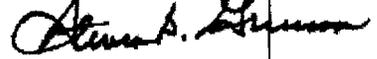
19 I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this
20 the 14th day of August, 2019, I served via the Clark County electronic filing system a
21 true and correct copy of the foregoing NOTICE OF LIS PENDENS to all parties listed in the
22 Odyssey eFileNV service contact list:

23 

24 _____
Nona Tobin

EXHIBIT "1"

EXHIBIT "1"



1 **NOAS**
NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Avenue
Henderson NV 89052
3 Office: (702) 465-2199
nonatobin@gmail.com
4 *Defendant-in-Intervention / Cross-Claimant*
In Proper Person

5
6 **DISTRICT COURT**
7 **CLARK COUNTY, NEVADA**

8 NONA TOBIN, as Trustee of the
GORDON B. HANSEN TRUST,
9 dated 8/22/08,

10 Counter-Claimant

11 vs.

12 JOEL A. STOKES and SANDRA F.
STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST and YUEN
13 K. LEE, an Individual, and
BONDURANT, LLC,

14 Counter-Defendants
15

Case No.: A-15-720032-C
Consolidated with: A-16-730078-C

Department: XXXI

16 **NOTICE OF APPEAL**

17 Notice is hereby given that NONA TOBIN, AN INDIVIDUAL, Counterclaimant
18 in the above entitled matter, hereby appeals to the Supreme Court of Nevada from the following”

- 19 1. The Findings of Fact, Conclusions of Law and Judgment entered into this action on June
20 24, 2019;
21 2. The Findings of Fact, Conclusions of Law and Judgment entered into this action on April
22 17, 2019;
23 3. The Order Denying Motion for reconsideration entered in this action on May 31, 2019.

- 1 4. The April 23, 2019 bench orders issued ex-parte to strike the following pleadings and
2 notices from the record (No NEO):
- 3 a. Notice of Appearance (NOTA) – Nona Tobin, an individual, re-appearing as a Pro Se
4 litigant - filed April 9, 2019; re-filed/served April 12, 2019
- 5 b. Notice of Completion of Mediation (NOTC)- filed April 9, 2019; re-filed/served April
6 12, 2019- Notice that the September 19, 2019 dismissal of Nona Tobin’s claims, as an
7 individual and as trustee of the Gordon B. Hansen Trust, dated 8/22/08, pending
8 completion of NRS 38.310 mediation, was now void as the Court, as mediation had
9 been completed on November 13, 2018 by Nona Tobin, in both her capacities.
- 10 c. Opposition to the Nationstar Motion for Summary Judgment Against Jimijack and the
11 Countermotion for Summary Judgment (OPPC) - filed April 10, 2019; re-filed/served
12 April 12, 2019 – containing the verified complaint to the Attorney General, naming
13 Nationstar as the respondent (AG-2-2019) for the abuse of this HOA foreclosure dispute
14 to gain standing to foreclose on a note it does not own
- 15 d. Reply to OPPC- filed April 17, 2019 with exhibits of 610 pages to support Tobin’s
16 claims and refute the findings of fact in the April 17, 2019 order (#2 above)
- 17 e. Nationstar’s Response (RESP) to Tobin’s NOTA, NOTC, OPPC – accepted untimely
18 and ex-parte by the Court on April 23, 2019
- 19 5. Motion to Vacate Sun City Anthem Motion for Summary Judgment and Nationstar’s
20 Joinder thereto – filed April 24, 2019 (not heard)
- 21 6. Motion to Intervene as an Individual – filed June 24, 2019 (not heard)
- 22 7. Sun City Anthem’s Motion for Summary Judgment – filed February 5, 2019 with no
23 supporting affidavits compliant with EDCR 2.21 and NRCPC 56 (c)(2)(4), concealing SCA’s
24

1 official records requested in discovery, and representing to the court that the unverified,
2 uncorroborated Rock Foreclosurc File should be given more weight than the official
3 compliance records of the State of Nevada.

4 8. Nationstar's Joinder Thereto – filed February 12, 2019 in bad faith per NRCPP 56(h),
5 EDCR 2.21 and NRCPP 56 (c)(2)(4).

6 9. May 31, 2019 order ratifying Nationstar's and Jimijack's ex-parte "settlement" that
7 precluded a fair adjudication of Tobin-Jimijack quiet title dispute.

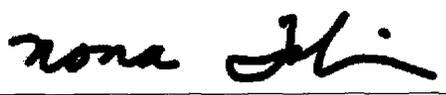
8 Dated this 24th day of July, 2019,

9 

10
11 _____
12 NONA TOBIN, AN INDIVIDUAL
13 2664 Olivia Heights Avenue
14 Henderson NV 89052
15 Office: (702) 465-2199
16 nonatobin@gmail.com
17 *Defendant-in-Intervention / Cross-Claimant*
18 *In Proper Person*

19 CERTIFICATE OF SERVICE

20 I, Nona Tobin, hereby certify that the foregoing and pursuant
21 to NRCPP 5(b), I on this the 24th day July 2019, served via the Clark County electronic
22 filing system a true and correct copy of the foregoing NONA TOBIN'S INDIVIDUAL,
23 NOTICE OF APPEAL to all parties listed in the Odyssey eFileNV contact list:

24 



Debbie Conway
 Clark County Recorder
 (702) 455-4336

Aptitude
 Clark County, NV Transaction
 #: 4253830
 Receipt #: 3803247
 Cashier Date: 8/14/2019 3:32:44 PM
 (KVHO)



Print Date:
 8/14/2019 3:32:48 PM

Customer Information	Transaction Information	Payment Summary
NONA TOBIN 2664 OLIVIA HEIGHTS AVE HENDERSON, NV 89052	Received: FRONT COUNTER Returned: FRONT COUNTER Type: Recording Track #: Bin #:	Total Fees \$80.00 Total Payments \$80.00

1 Payments	
CASH	\$80.00

2 Recorded Items	
(LISP) LIS PENDENS	<i>Instrument #: 201908140003083 BK/PG: 0/0 Date: 08/14/2019 15:16:12</i>
Official Records Fee	7 \$40.00
(LISP) LIS PENDENS	<i>Instrument #: 201908140003084 BK/PG: 0/0 Date: 08/14/2019 15:16:12</i>
Official Records Fee	39 \$40.00

0 Search Items

0 Miscellaneous Items

Inst #: 20190814-0003084

Fees: \$40.00

08/14/2019 03:16:12 PM

Receipt #: 3603247

Requestor:

NONA TOBIN

Recorded By: KVHO Pgs: 39

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

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/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

NOTICE OF LIS PENDENS

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

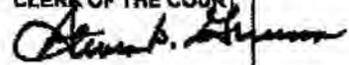
Address

City/State/Zip

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

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

P:\Common\FORMS & Notices\Cover Page Template Oct2017



1 NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Avenue
3 Henderson NV 89052
4 (702) 465-2199
5 nonatobin@gmail.com
6 *In Proper Person*

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

9 NONA TOBIN, an Individual,

10 **Plaintiff**

11 vs.

12 **NOTICE OF LIS PENDENS**

13 JOEL A. STOKES, an Individual; JOEL A.
14 STOKES and SANDRA STOKES as Trustees of
15 JIMJACK IRREVOCABLE TRUST;
16 NATIONSTAR MORTGAGE, LLC; JOSEPH
17 HONG; MELANIE MORGAN, DAVID
18 OCHOA; STEVEN SCOW; FORREST
19 BARBEE; RED ROCK FINANCIAL
20 SERVICES; CLUYANNE M. CORWIN;
21 BANK OF AMERICA; YODA CRAIN;
22 TERESA D. WILLIAMS, CA NOTARY Exp.
23 1919662; TERESA D. WILLIAMS; YUEN K.
24 LEE, F. BONDURANT, LLC; THOMAS
LUCAS, OPPORTUNITY HOMES, LLC;
CIVIC FINANCIAL SERVICES LLC;
MORGAN STANLEY MORTGAGE CAPITAL
HOLDINGS LLC; DOÈS 1-10, ROE
CORPORATIONS 1-10

Defendants

PLEASE TAKE NOTICE that Plaintiff, NONA TOBIN, an Individual, in Proper Person, complains against the above named individuals and entities (collectively "Defendants") in a new civil action made pursuant to NRS 40.010.

1 The above captioned matter will be heard in Department 22, District Court, Clark
2 County, Nevada, located at 200 Lewis Avenue, Las Vegas, Nevada.

3 This action, and the affirmative relief that Plaintiff requests in its Complaint, affects
4 title to specific real property and the right to possession of specific real property situated in
5 Clark County, Nevada, commonly known as 2763 White Sage Drive, Henderson, Nevada
6 89052 (hereinafter "Property"), and more particularly described as:

7
8 Lot Eighty-Five (85) in Block Four (4) of FINAL MAP OF SUN CITY ANTHEM UNI NO.
9 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. and more particularly described as Clark County
Assessor Parcel No. 191-13-811-052.

10 Plaintiff has asked the Court to provide the following affirmative relief :

11 1. For a preliminary and permanent injunction against any sale or transfer of this property
12 during the pendency of all ongoing proceedings and appeals;

13 2. For a declaration and determination that the HOA Sale was invalid as it did not comply
14 with the statutes governing HOA foreclosures in NRS (2013) 116.3116 through NRS
15 116.31168;

16
17 3. For a declaration and determination that the August 15, 2014 HOA sale is null and
18 void as Sun City Anthem failed to provide the homeowner the notice and due process, required
19 by NRS 116.31031 and the SCA CC&Rs Section 7.4, as a necessary pre-condition of
20 imposing a sanction for the alleged violation of the association's governing documents of
21 delinquent assessments;

22 4. For a declaration and determination that the SCA agents exceeded the authority
23 granted to the SCA Board by NRS 116.3102 (m) that limits the association's authority to
24

1 sanction an owner for an alleged violation of the governing documents unless the HOA
2 provides all the notice and due process delineated in NRS 116.31031 to the owner who may
3 be sanctioned;

4
5 5. For a declaration and determination that the HOA sale is null and void as it was not
6 authorized by an official corporate action of the Sun City Anthem Board in a manner
7 compliant with applicable NRS 116 provisions, including NRS 116.31083.

8 6. For a declaration and determination that the HOA sale is null and void as SCA did
9 not publish notice to the SCA membership, including the property owner, of its intent to
10 authorize the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in
11 the manner proscribed by NRS 116.31083(5) and NRS 116.3108(4).

12 7. For a declaration and determination that there is no admissible evidence in the court
13 record, or in the world, that supports Nationstar's claim to own the beneficial interest of the
14 disputed deed of trust and an order that this declaration shall be forwarded to the Nevada State
15 Attorney General for inclusion in its investigation of the verified complaint in case AG2-2019.

16
17 8. For a declaration and determination that the HOA sale is null and void as the SCA
18 Board, in violation of NRS 116.31085(3)(4) and SCA bylaws 3.15A, imposed sanctions
19 against Plaintiff for the alleged violation of failing to pay the deceased owner's delinquent
20 assessments, and based their enforcement decision solely on the allegations of financially-
21 conflicted agents, in closed meetings, to which the owner received no notice, no opportunity
22 for a hearing, and no opportunity to mount a defense.

23 9. For a declaration and determination that the HOA, its agents are required to comply
24 with all laws defining an HOA Board's authority and duties, when the Board can meet in

1 closed session, control over the collection of assessments, limits on fees charged, due process
2 required prior to the Board imposing any sanction for an alleged violation of the SCA
3 governing documents, rights of owners to know Board actions/decisions/votes (in advance on
4 agendas and after the fact in BOD minutes and from HOA Board-controlled records), and
5 signatory control over bank accounts for all assessments or other funds collected for the sole
6 and exclusive use of the association, to name a few.

7
8 10. For a declaration and determination that the HOA sale is null and void as the HOA
9 agents and attorneys advised the SCA Board to act contrary to its fiduciary duty, as defined
10 in NRS 116.3102, owed to the membership, including the property owner, when it failed to
11 comply with SCA Bylaws provisions 3.20 and 3.18 (a),(b),(e),(g), and (i), adopted pursuant
12 to NRS 116.3106, that prohibited delegation of Board duties and policy-making authority in
13 the collection of assessments, such that agents were negligently supervised, SCA maintained
14 no independent accounting records of the amounts collected, allowing agents thereby to
15 charge fees in excess of the amounts authorized by the SCA delinquent collection Assessment
16 policy and NRS 116.310313, and for agents to retain the proceeds of foreclosure sales without
17 SCA exerting fiduciary control over funds that legally had to be deposited in SCA-controlled
18 accounts for the sole and exclusive benefit of the SCA and the membership at large.

19 11. For the cancellation of the instruments that were recorded without authority, and/or
20 for such improper purposes as clouding the title, evading legal or contractual obligations, or
21 to create ownership rights that did not exist in law or in fact.

22 12. For a declaration and determination that the disputed HOA sale did not extinguish the
23 GBH Trust's nor its successor trustee's rights to title;

24

- 1 13. For a declaration and determination that Plaintiff is entitled to the \$57,282
2 undistributed proceeds of the sale plus interest as NSM's claims to own the beneficial interest
3 of the DOT were proven false;
- 4 14. For a declaration and determination Plaintiff's 3/28/17 deed as an individual is valid
5 and superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of
6 unauthorized successor Joel Stokes;
- 7
- 8 15. For a declaration and determination Plaintiff is entitled to recoup damages, including
9 five years of rental income from Jimijack;
- 10 16. For a declaration and determination t Nationstar's claims to own the beneficial interest
11 of the disputed Western Thrift Deed of Trust (Herein "DOT") are false;
- 12
- 13 17. For a declaration and determination all instruments, encumbrances and assignments
14 improperly and/or unlawfully notarized, executed or recorded to create false claims, or were
15 done for the improper purpose of abrogating Tobin's rights during the pendency of case
16 A720032, and/or prior to the adjudication of Plaintiff's claims in this instant action, are
17 cancelled and declared without legal force and effect;
- 18 18. For attorneys in the A720032 case pay Tobin's attorney fees and all litigation costs,
19 including post-judgment costs in both cases. and be ordered to show cause why they should
20 not be sanctioned pursuant to Rule 11(b)(1)(3).
- 21
- 22 19. For general and special damages in excess of \$10,000 or in the alternative, for
23 restitution in excess of \$10,000;
- 24 20. For any and all further relief deemed appropriate by this Court.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

Appeals to the Nevada Supreme Court are also pending in other cases.

21. Please take notice that NONA TOBIN, an Individual, and NONA TOBIN, as Trustee of the Gordon B. Hansen Trust, dated 8/22/08, also have unadjudicated claims related to the title of this property in Clark County, District Court, Department XXXI, in consolidated cases, A-15-720032-C, JOEL AND SANDRA STOKES AS TRUSTEES OF JIM/JACK IRREVOCABLE TRUST, Plaintiffs, vs. BANK OF AMERICA and SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Defendants, and Consolidated case, A-16-730078-C, NATIONSTAR MORTGAGE, LCC vs. OPPORTUNITY HOMES, LLC.

22. NONA TOBIN, an Individual, and NONA TOBIN, as Trustee of the Gordon B. Hansen Trust, dated 8/22/08 have filed separate appeals to the Nevada Supreme Court to void the June 24, 2019 judgment on July 23 and July 24, 2019.

23. Please take notice that the judgment recorded against this property's title by opposing counsel was recorded in bad faith after notice of the appeals was served and did not comply with NRS requirements for recording a certified copy of the order.

24. Note also that the judgment recorded on July 24, 2019 was only applicable to a single claim of the Gordon B. Hansen Trust and explicitly did not adjudicate the Nona Tobin's individual claims.

Dated this 13th day of August, 2019


NONA TOBIN, AN INDIVIDUAL
2664 Olivia Heights Avenue
Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com
In Proper Person

CERTIFICATE OF SERVICE

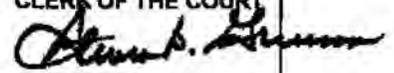
I, NONA TOBIN, hereby certify that the foregoing and pursuant to NRCP 5(b), on this the 13th day of August, 2019, I served via the Clark County electronic filing system a true and correct copy of the foregoing NOTICE OF LIS PENDENS to all parties listed in the Odyssey eFileNV service contact list and/or by depositing a true and correct copy in the United States mail, addressed as follows:

Joseph Y. Hong, Esq.
Hong & Hong Law Office
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135
Attorney for Defendants
Yosuphonglaw@gmail.com

Melanie Morgan, Esq.
Akerman LLP
1635 Village Center Circle, Suite 200
Las Vegas, NV 89134
Attorney for Defendants
Melanie.morgan@akerman.com



Nona Tobin



1 NONA TOBIN, AN INDIVIDUAL
2 2664 Olivia Heights Avenue
3 Henderson NV 89052
4 (702) 465-2199
5 nonatobin@gmail.com
6 *In Proper Person*

CASE NO: A-19-799890-D
Department 22

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

9 NONA TOBIN, an Individual,
10
11 **Plaintiff**
12 vs.

13 JOEL A. STOKES, an Individual; JOEL A.
14 STOKES and SANDRA STOKES as Trustees of
15 JIM/JACK IRREVOCABLE TRUST;
16 NATIONSTAR MORTGAGE, LLC; JOSEPH
17 HONG; MELANIE MORGAN, DAVID
18 OCHOA; STEVEN SCOW; FORREST
19 BARBEE; RED ROCK FINANCIAL
20 SERVICES; CLUYANNE M. CORWIN;
21 BANK OF AMERICA; YOUNG CRAIN, I;
22 TERESA D. WILLIAMS, CA NOTARY Exp.
23 1919662; TERESA D. WILLIAMS; YUEN K.
24 LEE, F. BONDURANT, LLC; THOMAS
LUCAS, OPPORTUNITY HOMES, LLC;
CIVIC FINANCIAL SERVICES LLC;
MORGAN STANLEY MORTGAGE CAPITAL
HOLDINGS LLC; DOES 1-10, ROE
CORPORATIONS 1-10

Defendants

**COMPLAINT FOR QUIET TITLE,
AND EQUITABLE, DECLARATORY
AND INJUNCTIVE RELIEF**

**ARBITRATION EXEMPT: CLAIMS
INVOLVE TITLE TO REAL
PROPERTY AND EQUITABLE
RELIEF**

Comes now, Plaintiff NONA TOBIN, AN INDIVIDUAL, (Herein "Plaintiff" or "Tobin")
who hereby asserts her claims against the above-named Defendants as follows.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

I. INTRODUCTION

1. This action is for quiet title and equitable relief from a defective HOA foreclosure sale conducted without notice on August 15, 2014, by Sun City Anthem Community Association, Inc. (hereinafter "SCA" or "HOA") former managing and debt collection agents dba Red Rock Financial Services, (Herein "RRFS" or "HOA Agents").

2. Plaintiff comes before this Court to timely re-assert her NRS 40.010 quiet title claim

NRS 40.010 Actions may be brought against adverse claimants. An action may be brought by any person against another who claims an estate or interest in real property, adverse to the person bringing the action, for the purpose of determining such adverse claim

3. Despite NRS 30.130, Plaintiff was unfairly removed as a party from consolidated cases A-15-720032-C and A-16-730078 (Herein "A720032") by ex-parte bench orders shortly before the June 5-6, 2019 trial.

NRS 30.130 Parties. When declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceeding.

4. Tobin had been a Defendant-in-Intervention in A720032 since the order granting her November 15, 2016 Pro Se motion to intervene was entered on January 12, 2017.

5. Tobin's individual claims filed into those cases between 2016 – 2019, whether filed as a Pro Se, or filed by retained counsel, all remain adjudicated.

1 6. Plaintiff is severely aggrieved by orders of that Court, dated April 18, 2019 and June 24,
2 2019, that extinguished her property rights as successor trustee of the deceased owner's estate,
3 without the benefit of a trial.

4 7. The title claims of the Gordon B. Hansen Trust, (Herein "the GBH Trust"), property owner
5 at the time of the disputed sale, were extinguished after the Court excluded all of Tobin's evidence
6 from trial and did not require the prevailing parties to produce any admissible evidence to support
7 their claims or to submit those claim to mediation.

8
9 8. The Court retained jurisdiction despite NRS 38.310 (2) when none of the prevailing parties
10 were compliant.

11 9. Herein Plaintiff petitions the Court to declare that the disputed HOA sale did not
12 extinguish the GBH Trust's nor its successor trustee's rights to title; that Plaintiff is entitled to
13 the \$57,282 undistributed proceeds of the sale; that Plaintiff's 3/28/17 deed as an individual is
14 valid and superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of
15 Jimijack's successor Joel Stokes; that Plaintiff is entitled to recoup damages, five years of rental
16 income from Jimijack; that Nationstar Mortgage LLC's (Herein "NSM" or "Nationstar") claims
17 to own the beneficial interest of the disputed Western Thrift Deed of Trust (Herein "DOT") are
18 false; that all instruments, encumbrances and assignments improperly and/or unlawfully
19 notarized, executed or recorded to create false claims, or were done for the improper purpose of
20 abrogating Tobin's rights during the pendency of case A720032, and/or prior to the adjudication
21 of Plaintiff's claims in this instant action, are cancelled and declared without legal force and
22 effect; and that attorneys in the A720032 case pay Tobin's attorney fees and costs and be ordered
23 to show cause why they should not be sanctioned pursuant to Rule 11(b)(1)(3).
24

1 3/28/17⁴ as which time, the GBH Trust was closed as it was insolvent when its sole asset was
2 transferred out of the trust.

3
4 16. Defendants JOEL A. STOKES and SANDRA STOKES as Trustees of JIMJACK
5 IRREVOCABLE TRUST (Herein "Jimijack"). Jimijack is an unknown entity, operating in
6 Nevada as an unlicensed business to acquire title to HOA foreclosed properties.

7 17. Defendant JOEL A. STOKES, an Individual, is the current deed holder of record, via a
8 deed, recorded on 5/1/19,⁵

9 18. Defendant NATIONSTAR MORTGAGE, LLC (Herein "NSM" or "Nationstar") is an
10 entity of unknown origin whose claims to own the beneficial interest of the deed of trust became
11 adverse Tobin's during, but not before, the case A720032 proceedings.

12
13 19. JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel
14 Stokes, an individual and the Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant,
15 LLC against whom Tobin makes an abuse of process claim.

16 20. MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for
17 Nationstar in A720032 against whom Tobin makes an abuse of process claim.

18
19 21. DAVID OCHOA, Esq., NV Bar 10414, LIPSON, NEILSON, COLE, SELTZER &
20 GARIN, P.C, was the attorney representing Sun City Anthem in A720032 against whom Tobin
21 makes against whom Tobin makes an abuse of process claim.

22
23
24 ⁴ Exhibit 4 is Tobin's deed, recorded on 3/28/17

⁵ Exhibit 6 is Joel Stokes unauthorized deed, recorded on 5/1/19

1 22. Defendant STEVEN SCOW, SCOW & KOCH is the attorney for former managing and
2 debt collection agents dba Red Rock Financial Services, who is holding the proceeds in a RRFS
3 Trust fund outside the control of the SCA Board against whom Tobin makes claims of fraudulent
4 misrepresentation and unjust enrichment.

5 23. Defendants YUEN K. LEE, an individual, dba Manager, F. BONDURANT, LLC filed a
6 disclaimer of interest against the property, but still prevailed at June 5-6, 2019 trial against the
7 GBH Trust that is under appeal.

8
9 24. Defendant CLUAYNNE M. CORWIN, A NEVADA NOTARY, 04-88240-1; was the
10 notary who used her stamp to attest that she witnessed Yuen K. Lee execute the Jimijack deed as
11 if Thomas Lucas stood before her. She did not record an entry into her journal that she witnessed
12 the execution of the Jimijack deed. Tobin may need to file a claim against her bond.

13 25. Defendant TERESA D. WILLIAMS, CA NOTARY Exp. 1919662, allegedly witnessed
14 defendant YODA CRAIN's execution of the first assignment of the disputed DOT to BANA,
15 but there is no notary record of it. Plaintiff may have a claim against her bond if the DOT
16 assignment to BANA, source of NSM's false claims, is not cancelled.

17
18 26. Defendant PETER B. MORTENSON, MORTENSON & RAFIE, LLP; is the attorney
19 supervisor of CluAynne M. Corwin who obstructed the examination of the notary journal and
20 who stated that the notary performed this unlawful notarial act within the course and scope of her
21 employment that makes his firm accountable for her unlawful act.

22 27. Defendant CIVIC FINANCIAL SERVICES LLC is a California limited liability company
23 that recorded a claim adverse to Tobin on 5/23/19.

24

1 28. Defendant MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC, an
2 investment entity of some type, may claim an interest from an assignment recorded on 7/17/19
3 was named assigned one of the two security instruments by Joel Stokes, but it is unknown whether
4 this assignment involved Western thrift DOT or the HMC Assets LLC formerly Civic Financial
5 DOT, but neither NSM nor Joel Stokes had any legal authority to encumber the property or make
6 changes to the title while Tobin's Lis Pendens was recorded.

7
8 **IV. FIRST CAUSE OF ACTION: QUIET TITLE AND EQUITABLE RELIEF**
9 **(AGAINST ALL DEFENDANTS)**

10 29. The various instruments, documents and liens constituting the claims of Defendants create
11 a cloud on title to the Property and, therefore, deprive Plaintiff of the use, enjoyment and
12 possession of the Property.

13 30. This action is to quiet title to the Property such that Plaintiff shall have clean and
14 marketable title.

15 31. Plaintiff disputes any and all claims on the Property made by Defendants and petitions the
16 Court to unwind all title changes that have been made to return title that was unfairly removed by
17 a defective HOA sale.

18 **A. The HOA Sale Was Invalid to Remove Plaintiff's Rights To Title As It Was**
19 **Non-Compliant With Foreclosure Statutes**

20 32. The August 15, 2014 HOA foreclosure sale was not valid and did not remove Tobin's
21 property rights as the HOA and its agents did not comply with all the mandatory provisions of
22 NV Rev Stat § 116.3116 (2013) et seq.⁶

23
24 ⁶ All cites to NRS will be to the 2013 version as the 2015 amendments were not applicable.

1 33. **NRS 116.31162** – Non-compliant as the owner paid \$275 quarterly assessments due
2 through September 30, 2012, including the authorized \$25 late fee, imposed when the payment
3 was not received by July 31, 2012.

4 34. Tobin's check 143, identified as "\$300 for HOA dues" was entered into the RRFS ledger
5 on October 18, 2012, but was improperly applied per **NRS 116A.640(8)** that prohibits

6
7 intentionally apply(ing) a payment of an assessment from a unit's owner towards
8 any fine, fee or other charge that is due.

9 35. No notice of intent to lien was provided to the owner prior to RRFS recording a lien on
10 December 14, 2012, that claimed without any legal authority that \$925.76 was due and owing.

11 36. **NRS 116.31162(4)** – Required notices, including a schedule of fees, an offer of a
12 repayment plan, or an opportunity for a hearing by the SCA board were never provided to the
13 owner.

14 37. **NRS 116-31162-NRS 116.31164** RRFS notices and non-compliance were tracked by the
15 Office of the Ombudsman for Common Interest Communities (Herein "OMB") for this sale and
16 all HOA foreclosures between 2009-2014.

17
18 38. The 2009-2014 database contains an official record - contemporaneously logged by OMB
19 staff– of notices provided to the OMB during HOA foreclosures' Notice of Sale (Herein "NOS")
20 processes. See Exhibit.⁷

21 39. These records were excluded from consideration by the Court based on the
22 misrepresentation of SCA attorney Ochoa.

23
24 ⁷Exhibit 7 4/15/19 authenticated OMB-NOS for 17 properties

1 40. Entries, made or missing, in the OMB- NOS compliance records provide admissible⁸
2 evidence of statutory compliance, or the lack of it, in an HOA sale.

- 3
- 4 a. The NOS dated 2/12/14 was cancelled on 5/15/14.
 - 5 b. No notice of sale was in effect when the 8/15/14 sale took place.
 - 6 c. The OMB received no notice that it had been sold on 8/15/14 or the \$63,100 sales price.
 - 7 d. RRFS did not submit the foreclosure deed within 30 days after the sale (or ever) as
8 required by NRS 116.31164(3)(b).

9 41. Note that the only published NOS dated 2/12/14 was cancelled on 5/15/14 (one week after
10 Plaintiff accepted a \$350,000 purchase offer from the high bidder at www.auction.com sale that
11 was rejected by NSM shortly before the HOA sold the property without notice for \$63,100.

12 42. It should be noted that the property was in escrow for a fair market value purchase until
13 7/24/14 when NSM suddenly demanded that it be placed back on the market at a higher list price
14 (\$390,000).

15 43. NSM's report the beneficiary would not agree to the 5/8/14 \$350,000 www.auction.com
16 sale was incomprehensible at the time.

17 44. Plaintiff now knows, from SCA's disclosure of RRFS's duplicitous foreclosure file that
18 RRFS rejected NSM's super-priority tender of one year of assessments (\$1100) without telling
19 Plaintiff or mischaracterizing it to the SCA Board as an owner request.

20
21
22
23
24 ⁸ The OMB-NOS compliance records in Exhibit 8 have been authenticated pursuant to Rule 44 Means for Proving
an Official Record.

1 45. Note that in six other SCA foreclosures conducted by RRFS in 2014, the foreclosure deed
2 was delivered to the Ombudsman evidencing HOA agents' failure to deliver the deed for this
3 property was not for lack of awareness of NRS 116.31164(3)(b) deed delivery requirement.

4 46. No second NOS was published that this property was going to be sold on August 15, 2014,
5 or on any date, after the March 7, 2014 sale date announced by the February 12, 2014 NOS was
6 cancelled. See Exhibit⁹.

7
8 47. OMB-NOS records for other SCA foreclosures in the Exhibit indicate RRFS was familiar
9 with the NRS 116.311635 requirement as RRFS published second NOS for two other SCA
10 properties, 2986 Olivia Heights Ave and 2532 Grandville, after the first notice was cancelled.

11 48. RRFS did not distribute the proceeds of the sale pursuant to NRS 116.31164(3)(c) and
12 attempted to create the false impression that it had by deceptive disclosures in SCA00224¹⁰.

13
14 **B. Right Of Redemption Not Lost Per NRS 116.31166 as Recitals Were False**

15 49. The owner's right of redemption was not lost pursuant to NRS 116.31166 as the
16 foreclosure deed recitals contained false statements and, therefore, cannot be conclusive proof of
17 a valid sale.

18 50. The false foreclosure deed recitals are listed here:

19 51. Recited that the default was as described in the 3/12/13 NODES that did not exist as RRFS
20 had recorded on 4/3/13 that the 3/12/13 NODES was rescinded.

21
22
23 ⁹ See Exhibit No 2nd NOS for 2763, but 2nd NOS for two others.

24 ¹⁰ See Exhibit \$57,282.32 check to Clark County District Court, dated 8/21/14, was never delivered.

1 52. Recited no payments had been made after July 1, 2012 without acknowledging that
2 Tobin's check 143 for "\$300 for HOA dues" was credited in the RRFS ledger on 10/18/12 and in
3 the HOA ledger on 11/6/12;

4 53. Recited that no payments had been made after July 1, 2012 without acknowledging that
5 RRFS rejected unilaterally, without legal authority, a 5/9/13 tender of \$825 explicitly intended to
6 pay the super-priority amount¹¹, that actually would have cured the delinquency of the nine
7 months then due and owing and would have paid assessments owed through **June 30, 2013**.

8
9 54. Recited that all the applicable laws had been followed when the rejection of the 5/9/13
10 and RRFS's refusal to accept NSM's 5/28/14 tender of \$1100 were both in violation of NRS
11 116A.640(9) which makes it unlawful to "Refuse to accept from a unit's owner payment of any
12 assessment, fine, fee or other charge that is due because there is an outstanding payment due."

13 55. Recited that no payments had been made after July 1, 2012 when, in fact, SCA's agent
14 RRFS, on May 28, 2014, RRFS unilaterally rejected it when Nationstar offered \$1,100, an amount
15 equivalent to one year of assessments. (SCA000302)¹²

16
17 56. Recited that no payments had been made after July 1, 2012 when RRFS gave no notice of
18 the rejected 5/9/13 tender to the SCA Board, to the owner, to listing agent and SCA owner, Doug
19 Proudfit or to Ticor Title (that held the escrow for a \$395,000 purchase offer Tobin accepted on
20
21

22 ¹¹ NSM's 2/12/19 joinder relies on this 5/9/13 tender to make the preposterous claims that this tender by BANA's
23 agent meant that the sale was invalid to extinguish the DOT, but was valid to extinguish the owner's rights, and
24 further, that NSM was the beneficiary without having any admissible evidence to prove it and plenty in the record to
show NSM owned nothing that would give it standing to foreclose.

¹² Exhibit is NSM's 5/28/14 offer of \$1100 SCA000302 to close the escrow on the 5/8/14 www.auction.com
\$350,000 sale.

1 5/10/13 with escrow instructions to pay the HOA whatever it demanded) (See exhibit for Doug
2 Proudfit declaration made under penalty of perjury)¹³

3
4 57. Recited that no payments had been made after July 1, 2012 when RRFS was required to
5 credit check 143, "\$300 for HOA dues", to the owner's account as paid through September 30,
6 2012 pursuant to NRS116A.640 (8) which prohibits "Intentionally apply(ing) a payment of an
7 assessment from a unit's owner towards any fine, fee or other charge that is due."

8 58. Recited that all the applicable laws had been followed when RRFS was required to credit
9 both the 5/9/13 tender of \$825 for assessments to the owner's account both by NRS 116A.640(8)
10 and by the Western Thrift Deed of Trust (Herein "DOT") PUD rider¹⁴ section H. Remedies
11 providing that lender assessments payments will be added to the balance due on the DOT.

12 Recited that all the applicable laws had been followed when they had not been.

13
14 59. Recited that all the applicable laws had been followed when, in addition to the violations
15 of the aforementioned foreclosure statutes, multiple other applicable statutes were also violated,
16 to wit: NRS 116.3102(3)(4); NRS 116.3103, NRS 116.31031, NRS 116.310313; NRS 116.31083;
17 NRS 116.3108 (4); NRS 116.31065; NRS 116.31085; NRS 116.31175; (2013) NRS 116.3116;
18 (2013) NRS 116.31162 (4); (2013) NRS 116.311635; (2013) NRS 116.31164(3)(b); (2013) NRS
19 116.31164(3)(c)(5); NRS 116A.640 (8),(9).

20 60. Recited that the debt had been verified by the HOA despite the fact that SCA was managed
21 by FSR fka RMI, that held the NRS 649 debt collection license dba RRFS, that maintained the
22

23 ¹³ Exhibit 16 is Doug Proudfit's DECL, dated 5/23/19.
24 ¹⁴ Exhibit 17 is NSM 0160, DOT PUD rider F. Remedies.

1 HOA's only records, and the HOA Board did not independently verify, audit, or have any internal
2 financial controls over the FSR/RMI/RRFS accounting to verify the debt. Further, this fails to
3 acknowledge that the HOA Board's over-delegation and negligent supervision allowed
4 unauthorized and unearned fees to be demanded in violation of NRS 116A.640 (10) and NRS
5 116.310313.

6 **C. The sale is void as it was not authorized by valid HOA Board votes.**

7 61. No SCA Board votes were taken at a meeting compliant with NRS 116.31183, NRS
8 116.31085, and NRS 116.3108(4) authorized the posting of this property for sale on any day.

9
10 62. SCA0315 exemplifies the deceptive nature of SCA's disclosures to create the false
11 impression that proper Board approval had been obtained.

12 **D. The sale is void as the owner was denied contractually guaranteed due process.**

13 63. SCA CC&Rs 7.4 and SCA bylaws 3.26 require the SCA Board to provide specific notices,
14 a chance to correct, an evidentiary hearing, notice of sanction, and an appeal prior to imposing
15 any sanction for an alleged violation of the governing documents.

16 64. None of these mandatory forms of due process articulated in SCA Board's Resolution
17 Establishing the Policy and Process for Enforcement of the Governing Documents, dated
18 11/11/17, were provide the property owner prior to the imposition of the ultimate sanction for an
19 alleged violation of the governing documents, selling a house worth two hundred times the
20 amount of the alleged violation.

21
22 **E. The sale was unfair and commercially unreasonable as the sale was not**
23 **properly noticed and bidding by bona fide purchasers was suppressed.**

1 65. In fact, requested notice was explicitly, and deliberately, not provided to the owner, either
2 of the listing agents, all SCA homeowners, (presumably) the servicing bank, bona fide
3 purchasers whose arms-length, fair market value, purchase offers had been accepted by Tobin,
4 but rejected by the beneficiary that servicing bank, Nationstar, refused to identify.

5 66. By making all the decisions in closed Board meetings for which no agendas or minutes
6 existed ensured that no notice of any foreclosure sale on any date was given to the SCA
7 membership in general, many of whom could have had a strong interest in either bidding or
8 preventing a sale.

9 **F. Quiet title should be granted to Tobin as her deed is superior to all others.**

10 67. Jimijack filed the original A720032 complaint on 6/16/15, and never entered into the court
11 record any evidence to refute Tobin's 2/1/17 claim that Jimijack did not have an admissible deed.

12 68. Jimijack was the titleholder of record based solely on a defective deed, recorded on June
13 9, 2015¹⁵, that was central to Tobin's claim of superiority of title as it was fraught with notarial
14 violations and was inadmissible per NRS 111.345 to be used as evidence to support Jimijack's
15 ownership claims that is contradicted by the HOA's records.

16
17 69. Joel Stokes and his wife, as Trustees, transferred Jimijack's interest, if any, out of
18 Jimijack, five weeks before the June 5-6, 2019 A720032 trial was scheduled to adjudicate the
19 GBH Trust quiet title claim against Jimijack.

20 70. Plaintiff alleges that this transfer was done for the improper purpose of evading Tobin's
21 request that the Court ruling that Jimijack's deed was inadmissible per NRS 111.345.
22
23

24 ¹⁵ Exhibit 5 is Jimijack's defective deed, recorded on June 9, 2015

1 71. Plaintiff is entitled to quiet title against Jimijack as Tobin's deed, recorded 3/28/17, is
2 superior to Jimijack's defective deed, recorded 6/9/15.

3 72. Plaintiff requests a ruling that Jimijack's deed is inadmissible per NRS 111.345 and has
4 no legal capacity to transfer title to Jimijack or from Jimijack to Stokes as an individual.

5 73. Jimijack's deed did not have the legal capacity to transfer the interest from F. Bondurant
6 LLC to Jimijack.

7 74. As Jimijack's deed had no capacity to grant rights to title to Jimijack, it had no legal
8 capacity to transfer title to any assignee, and all subsequent transfers are void thereby.

9 75. The HOA's ownership records contradict Jimijack's inadmissible deed in that the HOA's
10 official record, the Resident Transaction Report,¹⁶

11 76. Defendant Yuen K. Lee executed the deed quit claiming F. Bondurant, LLC's interest to
12 Jimijack, when he was not before the notary. No evidence was ever entered into the case record
13 to support the ownership claims of F. Bondurant LLC or to explain why the HOA ownership
14 records do not show that either F. Bondurant LLC or Yuen K. Lee ever owned the property or
15 paid any new owner or asset enhancement fees.

16 77. No other parties claim to have a deed superior to Tobin's.

17 78. Disclaimers of interest were recorded on 3/31/17.¹⁷

18 **G. Quiet title should be granted to against NSM whose claims are provably false.**

19 79. NSM's claims were not originally adverse to Tobin's as they both sought to void the sale
20 oppressive and unfair sale that extinguished both NSM's and Plaintiff's claimed interests.
21
22

23 ¹⁶ Exhibit 16 HOA ownership record shows Jimijack Irrevocable Trust paid a new owner fee on 9/25/14.

24 ¹⁷ Disclaimers of interest of parties with previous claims were recorded on 3/31/17: Steve Hansen, Yuen K. Lee, F. Bonduarnt LLC, Thomas Lucas, Opportunity Homes, LLC

1 80. If the sale were voided, Plaintiff's rights would be restored and the security interest would
2 not have been extinguished by a valid sale.

3 81. NSM did not ever claim to own the beneficial interest of the DOT prior to the HOA sale.
4

5 82. NSM's first claim to own the DOT, recorded on 12/1/14¹⁸ was a false affidavit claiming
6 to have Bank of America's (Herein "BANA") BANA's undisclosed power of attorney to execute
7 an assignment of BANA's interest to NSM, effective 10/23/14.

8 83. NSM rescinded its 12/1/14 recorded claim to own the DOT as BANA's assignee,
9 effective 2/25/19.

10 84. NSM recorded this rescission on 3/8/19¹⁹ after Tobin's demands in discovery in A720032
11 brought to NSM's attention that the 12/1/14 claim was worthless.
12

13 85. BANA had no interest to assign after BANA recorded on 9/9/14²⁰ that BANA's recorded
14 interest, if any, was assigned to Wells Fargo, effective 8/21/14.

15 86. NSM's second false affidavit assigning interest in the DOT to itself was recorded on
16 3/8/19,²¹ one week after discovery ended in A720032, claimed that NSM held, but did not
17 disclose, Wells Fargo's power of attorney that allegedly gave NSM authority to assign Wells
18 Fargo's interest, if any, to NSM, effective 2/25/19.
19

20
21
22
23 ¹⁸ Exhibit 9 is NSM's first claim to own the DOT (NSM0180-NSM0181), recorded on 12/1/14

¹⁹ Exhibit 10 is NSM's rescission of its 12/1/14 claim (NSM0409-NSM0410), recorded 3/8/19

²⁰ Exhibit 11 is BANA's assignment, recorded on 9/9/14, of BANA's interest in the DOT, if any, to Wells Fargo.

24 ²¹ Exhibit 12 is false affidavit NSM assigning interest in the DOT to itself, recorded 3/8/19.(NSM0412-NSM0413)

1 87. Effective 12/1/13 NSM was Bank of America's (Herein "BANA") successor as the
2 servicing bank for the disputed Western Thrift and Loan Deed of Trust (Herein "DOT") signed
3 by Gordon B. Hansen in 2004.

4 88. NSM's disclosures in A720032 contradict NSM's claims of to be the beneficial owner of
5 the disputed DOT, e.g., NSM0268, is a COPY of the promissory note, not endorsed to NSM.²²
6

7 **H. Plaintiff is entitled to quiet title vs. BANA & NSM as they obstructed four FMV**
8 **sales, but would not foreclose or take the liability and duties of owning the title.**

9 89. NRS 116.31162(6) prohibits an HOA foreclosure after a notice of default has been
10 recorded by a lender on the security interest. Neither BANA nor its successor servicing bank
11 Nationstar ever filed a notice of default that would have stopped an HOA sale.

12 **NRS 40.050 Mortgage not deemed conveyance.** A mortgage of real property
13 shall not be deemed a conveyance, whatever its terms, so as to enable the owner of
14 the mortgage to take possession of the real property without a foreclosure and sale

15 90. Despite NRS 40.050 BANA took "*possession of the real property without a foreclosure*
16 *and sale*" for nearly six months in 2013 without relieving Plaintiff of the liability or taking the
17 title when Tobin offered it on a deed in lieu.

18 **I. Plaintiff is entitled to quiet title against all defendants who claim an interest in**
19 **recorded security instruments as they are false and/or were unauthorized.**

20 91. Tobin alleges that Joel Stokes, non-party in A720032, had no authority to encumber the
21 property prior to the complete adjudication of Tobin's quiet title complaint against party Jimijack.
22
23

24 ²²Exhibit 13 is a COPY of the promissory note, not endorsed to NSM (NSM 0258-NSM0260)

1 92. Plaintiff deserves protection by this Court from any adverse claims made by defendants
2 Civic Financial services, HMC Assets, or Morgan Stanley, or by unknown DOES or ROES
3 pursuant to the false representations made by Nationstar, by Joel Stokes or by their attorneys
4 Morgan and Hong, that Joel Stokes or Nationstar had the legal right to bargain with title rights
5 Plaintiff asserts belong to her.

6 93. On 5/21/19, Joel Stokes ignored Plaintiff's recorded Lis Pendens²³ encumbered the
7 property with a new \$335,000 deed of trust,²⁴ originated by Defendant Civic Financial Services,
8 a California LLC, when neither the mortgagor nor the mortgagee was a party at the June 5-6, 2019
9 A720032 trial that allegedly was to adjudicate the quiet title claim of the GBH Trust vs. Jimijack.
10

11 94. The HMC Assets LLC claims an assigned interest in the Civic Financial DOT, but neither
12 NSM nor Joel Stokes had any legal authority to encumber the property or make changes to the
13 title while Tobin's Lis Pendens was recorded.

14 95. Defendant CIVIC FINANCIAL SERVICES LLC's "agreement" with Joel Stokes,
15 recorded on 5/23/19, is a claim adverse to Tobin in that it claimed the power of sale property if
16 Joel Stokes did not perform according to the terms of the deed of trust he signed on 5/21/19.
17

18 96. Plaintiff petitions the court to quiet title to her and relieve her of obligations arising out of
19 Joel Stokes' unauthorized use this property as security for a personal loan;

20 97. Defendant MORGAN STANLEY MORTGAGE CAPITAL HOLDINGS LLC may claim
21 an interest adverse to Tobin's from the deed of trust assignment recorded on 7/17/19, but it is
22

23 _____
24 ²³ Exhibit 7 is Plaintiff's recorded 4/30/19 Notice of Lis Pendens

²⁴ Exhibit 8 is Joel Stokes unauthorized \$335,000 deed of trust encumbering the property

1 unknown whether this assignment was from Stokes personal loan or from Nationstar's
2 unauthorized assignment of the disputed Western Thrift DOT originated by Gordon Hansen on
3 July 15, 2004.

4 **V. SECOND CLAIM FOR RELIEF: CANCELLATION OF INSTRUMENTS**

5 98. Tobin incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

6
7 99. Title to the Property is encumbered by defects and other clouds on title caused by liens,
8 instruments and documents recorded by various Defendants against the Property.

9 100. Each of these defects constitutes a claim by the Defendants that was created without legal
10 authority. See Exhibit for the County Recorder's Log Record for the Property.²⁵

11
12 101. The various instruments, documents and liens constituting the claims of Defendants create
13 a cloud on title to the Subject Property and, therefore, deprive Plaintiffs of the use, enjoyment and
14 possession of the Subject Property.

15 102. Unless the Court Orders the various instruments, documents and liens which underlie
16 each of Defendants' claims on the Subject Property canceled, Plaintiff will continue to suffer the
17 loss of use, enjoyment, and possession of the Subject Property, for which she has been without
18 adequate remedy.

19 103. Any sale, assignment or transfer of the Property, prior to a judicial determination
20 concerning he respective rights and interests of the parties asserting a claim, may be rendered
21

22
23
24 ²⁵ Exhibit 19 is the County Recorder record of claims against title, dated 8/5/19

1 invalid as changes made during the pendency of these proceeding were done for the improper
2 purpose of obstructing a fair adjudication of Tobin's quiet title claim.

3
4 **VI. THIRD CLAIM FOR RELIEF: UNJUST ENRICHMENT**
5 **(VERSUS RRFS, SCOW & KOCH, JOEL STOKES AND NATIONSTAR)**

6 104. Tobin incorporates and re-alleges all previous paragraphs, as if fully set forth herein.

7 105. Tobin has been deprived of the benefit of the property by actions of the Stokes and
8 Nationstar.

9 106. SCA bylaws prohibit the SCA Board from delegating certain functions, including the
10 signatory control over bank accounts holding assessments collected for the benefit of the
11 association.

12
13 107. RRFS and/or Scow & Koch have unjustly profited from the retention and total proprietary
14 control over of \$57,282 undistributed proceeds of the sale and they should not be permitted to
15 further profit by failing to pay interest or by charging unnecessary fees to distribute according to
16 the mandates of NRS 116.31164;

17 108. As set forth above, Joel Stokes claims an ownership interest that is adverse to Tobin.

18
19 109. The Stokes have benefitted from the unlawful HOA sale and have collected rents and
20 profited by possession of the property.

21 110. Should Tobin's Complaint be successful in quieting title against Joel Stokes and
22 successful in setting aside the HOA sale, the Stokes will have been unjustly enriched by their
23 possession and usage of the property since 2014.

24

1 111. Tobin will have suffered damages if NSM profits in any way from its false claims to own
2 the beneficial interest of the DOT, including asserting a claim against Tobin for the sale proceeds
3 or from its unauthorized ex-parte, pre-trial "settlement" with Joel Stokes and Jimijack ;

4 112. Tobin will have suffered damages if Joel Stokes is allowed to retain five years of rent or
5 the \$335,000 paid by Nationstar as a "loan".

6
7 113. Tobin will have suffered damages if Joel Stokes is allowed retain profits from its improper
8 side deal with Nationstar that preceded .

9 114. Tobin is entitled to general and special damages in excess of \$10,000.

10
11 115. Tobin has been required to expend considerable funds to retain counsel and is entitled to
12 recover attorney's fees and litigation costs for having brought the previous action now pending
13 appeal.

14 **VII. ABUSE OF PROCESS**
15 **(Against HONG, MORGAN, AND OCHOA)**

16 116. JOSEPH HONG NV BAR 5995, an Individual, HONG & HONG; attorney for Joel
17 Stokes, an individual and the Stokes as Trustees for Jimijack, Yuen K. Lee, and F. Bondurant,
18 LLC against whom Tobin makes claims of fraudulent misrepresentation and abuse of process
19 that interfered with her ability to have a fair adjudication of her quiet title claims. Hong's
20 misconduct/misrepresentations caused the A720032 court to issue bench orders that excluded
21 six of Tobin's April, 2019 motions and notices to be excluded from the Court record without
22 adjudication and to exclude all of the GBH Trust's evidence from the Court's consideration at
23 the June 5-6, 2019.

1 117. MELANIE MORGAN, Esq. NV Bar 8215, AKERMAN LLP was the attorney for
2 Nationstar in A720032 against whom Tobin here makes a claim of abuse of process,
3 misrepresentations to the Court, and interference with Plaintiff's rights to have a fair
4 adjudication of her quiet title claims against Jimijack and the Stokes.

5 118. Nationstar's standing to be a party in the A720032 case was not questioned, although
6 NSM did not have a claim before the disputed sale.

7
8 119. NSM attorneys began taking aggressive action against Plaintiff when Tobin made it clear
9 in A720032 that NSM had no standing to foreclose on a note it did not own as NSM had never
10 entered into the court record any admissible evidence to support its ownership claim or to refute
11 Tobin's evidence.

12 120. NSM attorneys never filed any claims against SCA or against Tobin either as an
13 individual or s trustee of the GBH Trust.

14
15 121. Morgan and other Akerman attorneys filed unwarranted joinders to SCA's motions and
16 oppositions that were based on misrepresentations and false statements to the Court and which
17 served the improper purpose of using the HOA foreclosure dispute to allow NSM to gain
18 standing to foreclose on a note it does not own.

19 122. Obstructing Tobin's quiet title dispute against Jimijack was an improper abuse of process
20 because if the sale was voided to Tobin, there was no prejudice to the true owner of the note.

21 123. If NSM actually did own the beneficial interest of the DOT, its interest would have aligned
22 with Tobin's, i.e., if the sale were voided, the security instrument would not have been
23

24

1 extinguished and the legitimate owner of the note would be free to negotiate with Tobin or to
2 initiate foreclosure according to the parameters of NRS chapter 107, as amended by AB284(2011).

3
4 124. Tobin's initial affidavit, filed on 9/23/16, included these statements (Page 5, lines 15-21)

5 "In our scenario, NSM would retain whatever security interest they had (and could
6 legitimately prove they had) in the first deed of trust on August 14, 2014 and no
7 more."

8 Our prayer to the court would be 1) void the sale, 2) give back the title to us as the
9 equitable titleholders prior to the fraudulent HOA sale, and 3) not allow NSM's
10 claims to a security interest prevail by bypassing the requirements of Nevada's 2011
11 anti-foreclosure fraud law." (AB 284 2011)"

12 "I believe NSM's claims are clearly contradicted by evidence I possess."

13 125. If NSM's Joinder to SCA's MSJ was unwarranted and motivated by the improper
14 purpose of preventing the sale to be voided and title quieted to Tobin as it became clear during
15 discovery that Tobin's evidence and NSM's disclosures corroborated Tobin's claim that NSM
16 had no standing to foreclose as the DOT had essentially been securitized out of existence.

17 126. Jimijack's attorney Hong and Morgan manipulated the process to prevent a fair
18 adjudication of Tobin's claims, including getting her Pro Se motions and evidence against them
19 excluded from the court record by ex-parte bench orders caused by their misrepresentations to
20 the Court about Tobin's standing as an individual. The 4/23/19 hearing was ex-parte due to
21 deceptive notices served on Tobin to keep her away.

22 127. Morgan colluded with Hong to make a duplicitous "settlement" between NSM and
23 Jimijack and to dismiss bogus claims against F. Bondurant LLC and Opportunity Homes LLC.

24 128. Attorneys asserted a false ownership interest for NSM that did not exist in law or in fact
and were not required to provide admissible evidence to support the false claim.

1 129. Regardless of whether decimating Tobin was intentional or she was simply collateral
2 damage, Plaintiff petitions the Court to order Morgan and Hong to show cause why they should
3 not sanctioned for their conduct.

4 130. DAVID OCHOA, Esq., NV Bar 10414, LIPSON, NEILSON, COLE, SELTZER &
5 GARIN, P.C, was the SCA attorney in A720032. Tobin makes claims against David Ochoa for
6 attorney's fees, fraudulent representation, fraudulent concealment, tortious interference,
7 violations of the duty of good faith and fair dealing,
8

9 131. Tobin is the only party to this civil action that is a "Bound Party" contractually binding
10 her and the SCA Board to mutual obligations under the terms of the SCA governing documents.

11 132. Tobin has owned and resided at 2664 Olivia Heights Avenue in Sun City Anthem
12 Community Association, Inc. (Herein "HOA" or "SCA"). Tobin has been an owner, resident and
13 member in good standing of SCA for fifteen years.

14 133. Ochoa disclosed RRFS's Foreclosure file falsely as if it were SCA's corroborated, verified
15 official record and then concealed in discovery SCA actual official records.
16

17 134. Ochoa mischaracterized the RRFS file with its many deceptive, altered, or outright false
18 documents, as the unquestioned truth when it was the unverified, uncorroborated self-serving
19 version of the debt collector that Tobin argues should not have been ruled admissible at all.
20

21 135. Ochoa and SCA's other attorneys have defamed and retaliated against Plaintiff for being
22 a party to this quiet title litigation, and have abridged her rights, disenfranchised 2,000 SCA
23 voters, unlawfully removed her from her elected Board seat, and have used unfair tactics such as
24

1 filing unwarranted motions, and covering up the misdeeds of SCA's agents to try to bury her in
2 crippling litigation costs rather than have her claims heard on their merits.

3
4 136. Given that SCA was paid in full for deceased Gordon Hansen's delinquent assessments,
5 SCA had no financial interest nor any claim to the title. As such, SCA Board's duty was to act as
6 fiduciaries and investigate Plaintiff's complaints regarding the conduct of the sale and the agents
7 failure to distribute the proceeds when homeowner Tobin requested it in 2016-2017.

8 **J. Tobin's rights as an SCA member were abridged by SCA attorney misconduct.**

9 137. SCA attorney David Ochoa (Herein "Ochoa") unilaterally rejected Tobin's March 22,
10 2017 offer to settle the case without cost to SCA or Tobin, without even submitting it to the SCA
11 Board for their consideration:

12 **Nona Tobin would agree to:**

- 13 ■ No claim for attorney fees
- 14 ■ No claim for damages Waive claim of Respondeat Superior
- 15 ■ Withdraw 2/1/17 Cross-claim against SCA as if with prejudice
- 16 ■ No further civil action or NRED complaint to hold SCA accountable for acts of
17 SCA's agents that resulted in a defective foreclosure sale

18 **SCA Board would have to agree to**

- 19 ■ Not oppose my A720032 3/3/17 motion to void the sale for
20 – statutory non-compliance NRS 116.31162 et seq & NRS 116.31085
- 21 – Failure to provide Tobin notice and due process
- 22 – Failure to distribute the proceeds per NRS 116.31164
- 23 – Improper accounting and excessive fees charge
- 24 ■ Instruct the attorneys to withdraw two motions to dismiss Tobin as an individual
and as trustee for NRS 38 mediation and for practicing law without a license
- SCA Board to conduct a review of the collection process to ensure owners get
the same notice and due process when their house is sold as SCA owners get when
fined \$25 for a dead tree.

SCA Board would affirm or deny on their merits Tobin's 2/1/17 claims that:

- No notice was given to owner or Ombudsman
- Premature unnecessary referral to collections
- Excess fees charged
- Foreclosure deed relied on rescinded 3/12/13 NOD

- 1 ■ Canceled 2/12/14 NOS of 3/7/14 sale
- 2 ■ No NOS in effect when sold on 8/15/14
- 3 ■ Sale not commercially reasonable – 18% of FMV when no lender approval on
- 4 ■ four FMV sales up to \$395,000
- 5 ■ Agents falsified records to keep their actions covert
- 6 ■ Agents kept \$60,000 that belonged to the GBH Trust

7 138. Ochoa obstructed “Bound Parties”, i.e., the SCA Board and 15-year member in good
8 standing Tobin from access to CC&Rs provision XVI²⁶, Limits on Litigation.

9 139. Ochoa never filed any pleadings that timely, or substantively responded to Tobin’s
10 complaint or motion to void the sale.

11 140. Instead, he filed unwarranted motions and oppositions to Tobin that were filled with false
12 representations to the Court about the facts, the evidence, the court record, and even the laws
13 applicable to the SCA Board’s authority over the enforcement of the governing documents.

14 141. Plaintiff petitions the Court to order defendant Ochoa to show cause why he should not
15 be sanctioned for his obstruction over three years that has prevented Tobin’s grievances from
16 being redressed and her claims from being fairly adjudicated. See Tobin Appeal Case Statement²⁷
17 in which Tobin request for the Nevada Supreme Court to mandate ADR as part of the Supreme
18 Court appeal as reasonable, fair conflict resolution has been denied to Plaintiff due to Ochoa’s
19 and the other attorneys’ abusive treatment.

20 **VIII. PRAYER**

21 Wherefore, Tobin prays for judgment against the Defendants, jointly and severally, as
22 follows:

23 _____
24 ²⁶ CC&Rs XVI
²⁷ Appeal Case Statement ACAS

1 142. For a preliminary and permanent injunction against any sale or transfer of this property
2 during the pendency of all ongoing proceedings and appeals;

3 143. For a declaration and determination that the HOA Sale was invalid as it did not comply
4 with the statutes governing HOA foreclosures in NRS (2013) 116.3116 through NRS 116.31168;
5

6 144. For a declaration and determination that the August 15, 2014 HOA sale is null and void
7 as Sun City Anthem failed to provide the homeowner the notice and due process, required by
8 NRS 116.31031 and the SCA CC&Rs Section 7.4, as a necessary pre-condition of imposing a
9 sanction for the alleged violation of the association's governing documents of delinquent
10 assessments;

11 145. For a declaration and determination that the SCA agents exceeded the authority granted
12 to the SCA Board by NRS 116.3102 (m) that limits the association's authority to sanction an
13 owner for an alleged violation of the governing documents unless the HOA provides all the notice
14 and due process delineated in NRS 116.31031 to the owner who may be sanctioned;
15

16 146. For a declaration and determination that the HOA sale is null and void as it was not
17 authorized by an official corporate action of the Sun City Anthem Board in a manner compliant
18 with applicable NRS 116 provisions, including NRS 116.31083.

19 147. For a declaration and determination that the HOA sale is null and void as SCA did not
20 publish notice to the SCA membership, including the property owner, of its intent to authorize
21 the sale of 2763 White Sage Drive on any agenda for any meeting of the Board in the manner
22 proscribed by NRS 116.31083(5) and NRS 116.3108(4).
23
24

1 148. For a declaration and determination that there is no admissible evidence in the court
2 record, or in the world, that supports Nationstar's claim to own the beneficial interest of the
3 disputed deed of trust and tan order that his declaration shall be forwarded to the Nevada State
4 Attorney General for inclusion in its investigation of verified complaint in case 2-2019.

5 149. For a declaration and determination that the HOA sale is null and void as the SCA Board,
6 in violation of NRS 116.31085(3)(4) and SCA bylaws 3.15A, imposed sanctions against Plaintiff
7 for the alleged violation of failing to pay the deceased owner's delinquent assessments, and based
8 their enforcement decision solely on the allegations of financially-conflicted agents, in closed
9 meetings, to which the owner received no notice, no opportunity for a hearing, and no opportunity
10 to mount a defense.

11
12 150. For a declaration and determination that the HOA, its agents are required to comply with
13 all laws defining an HOA Board's authority and duties, when the Board can meet in closed
14 session, control over the collection of assessments, limits on fees charged, due process required
15 prior to the Board imposing any sanction for an alleged violation of the SCA governing
16 documents, rights of owners to know Board actions/decisions/votes (in advance on agendas and
17 after the fact in BOD minutes and from HOA Board-controlled records), and signatory control
18 over bank accounts for all assessments or other funds collected for the sole and exclusive use of
19 the association, to name a few.

20 151. For a declaration and determination that the HOA sale is null and void as the HOA agents
21 and attorneys advised the SCA Board to act contrary to its fiduciary duty, as defined in NRS
22 116.3102, owed to the membership, including the property owner, when it failed to comply with
23 SCA Bylaws provisions 3.20 and 3.18 (a),(b),(e),(g), and (i), adopted pursuant to NRS 116.3106,
24

1 that prohibited delegation of Board duties and policy-making authority in the collection of
2 assessments, such that agents were negligently supervised, SCA maintained no independent
3 accounting records of the amounts collected, allowing agents thereby to charge fees in excess of
4 the amounts authorized by the SCA delinquent collection Assessment policy and NRS
5 116.310313, and for agents to retain the proceeds of foreclosure sales without SCA exerting
6 fiduciary control over funds that legally had to be deposited in SCA-controlled accounts for the
7 sole and exclusive benefit of the SCA and the membership at large.

8
9 152. For the cancellation of the instruments that were recorded without authority, and/or for
10 such improper purposes as clouding the title, evading legal or contractual obligations, or to create
11 ownership rights that did not exist in law or in fact.

12 153. For a declaration and determination the disputed HOA sale did not extinguish the GBH
13 Trust's nor its successor trustee's rights to title;

14 154. For a declaration and determination that Plaintiff is entitled to the \$57,282 undistributed
15 proceeds of the sale plus interest as NSM's claims to own the beneficial interest of the DOT were
16 proven false;

17
18 155. For a declaration and determination Plaintiff's 3/28/17 deed as an individual is valid and
19 superior to the Jimijack's defective, inadmissible 6/9/15 deed and the 5/1/19 deed of unauthorized
20 successor Joel Stokes;

21 156. For a declaration and determination Plaintiff is entitled to recoup damages, including five
22 years of rental income from Jimijack;

1 157. For a declaration and determination t Nationstar's claims to own the beneficial interest of
2 the disputed Western Thrift Deed of Trust (Herein "DOT") are false;

3 158. For a declaration and determination all instruments, encumbrances and assignments
4 improperly and/or unlawfully notarized, executed or recorded to create false claims, or were done
5 for the improper purpose of abrogating Tobin's rights during the pendency of case A720032,
6 and/or prior to the adjudication of Plaintiff's claims in this instant action, are cancelled and
7 declared without legal force and effect;

8
9 159. For attorneys in the A720032 case pay Tobin's attorney fees and all litigation costs,
10 including post-judgment costs in both cases. and be ordered to show cause why they should not
11 be sanctioned pursuant to Rule 11(b)(1)(3).

12 160. For general and special damages in excess of \$10,000 or in the alternative, for restitution
13 in excess of \$10,000;

14
15 161. For any and all further relief deemed appropriate by this Court.

16 Dated this 7th day of August, 2019,

17 

18
19 NONA TOBIN, AN INDIVIDUAL
20 2664 Olivia Heights Avenue
21 Henderson NV 89052
22 (702) 465-2199
23 nonatobin@gmail.com
24 *In Proper Person*

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

CERTIFICATE OF SERVICE

I, Nona Tobin, hereby certify that the foregoing and pursuant to NRCP 5(b), I on this the 7th day of August, 2019, I served via the Clark County electronic filing system a true and correct copy of the foregoing (without exhibits attached – only hyperlinks to referenced documents) to all parties listed in the Odyssey eFileNV service contact list in the consolidated cases A-15-720032-C in conjunction with a NOTICE OF LIS PENDENS:



Nona Tobin

Inst #: 20191203-0003152

Fees: \$40.00

12/03/2019 03:57:40 PM

Receipt #: 3918585

Requestor:

NATIONWIDE LEGAL LLC

Recorded By: KVHO Pgs: 12

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: FRONT COUNTER

Ofc: MAIN OFFICE

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/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

Notice of Entry of Findings of Fact,

Conclusions of Law and Order

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

RECORDING REQUESTED BY:

Joseph Y. Hong, Esq.

RETURN TO: Name Joseph Y. Hong, Esq.

Address 1980 Festival Plaza Dr., Suite 650

City/State/Zip Las Vegas, Nevada 89135

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

Name _____

Address _____

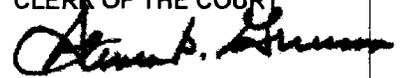
City/State/Zip _____

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

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

P:\Common\FORMS & Notices\Cover Page Template Oct2017





1 LIPSON NEILSON P.C.
2 KALEB D. ANDERSON, ESQ.
3 Nevada Bar No. 7582
4 DAVID T. OCHOA, ESQ.
5 Nevada Bar No. 10414
6 9900 Covington Cross Drive, Suite 120
7 Las Vegas, Nevada 89144
8 (702) 382-1500 - Telephone
9 (702) 382-1512 - Facsimile
10 kanderson@lipsonneilson.com
11 dochoa@lipsonneilson.com
12 *Attorneys for Cross-Defendant*
13 *Sun City Anthem Community Association*

DISTRICT COURT
CLARK COUNTY, NEVADA

10 JOEL STOKES and SANDRA F.
11 STOKES, as trustees of the JIMI JACK
12 IRREVOCABLE TRUST,

CASE NO.: A-15-720032-C

Dept. XXXI

Plaintiff,

vs.

NOTICE OF ENTRY OF FINDINGS OF
FACT, CONCLUSIONS OF LAW AND
ORDER

13 BANK OF AMERICA, N.A.; SUN CITY
14 ANTHEM COMMUNITY ASSOCIATION,
15 INC.; DOES I through X and ROE
16 BUSINESSENTITIES I through X,
17 inclusive,

Defendants.

18 NATIONSTAR MORTGAGE, LLC

Counter-Claimant,

vs.

21 JIMI JACK IRREVOCABLE TRUST;
22 OPPORTUNITY HOMES, LLC, a Nevada
23 limited liability company; F. BONDURANT,
24 LLC, a Nevada limited liability company;
25 DOES I through X, inclusive; and ROE
26 CORPORATIONS XI through XX,
27 inclusive,

Counter-Defendants.

28 NONA TOBIN, an individual, and Trustee
of the GORDON B. HANSEN TRUST.

Lipson Neilson P.C.

9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512



Lipson Neilson P.C.

9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 Dated 8/22/08
2 Counter-Claimant,
3 vs.
4 JOEL A. STOKES and SANDRA F.
5 STOKES, as trustees of the JIMI JACK
6 IRREVOCABLE TRUST,
7 Counter-Defendants.

7 NONA TOBIN, an individual, and Trustee
8 of the GORDON B. HANSEN TRUST.
9 Dated 8/22/08
10 Cross-Claimant,
11 vs.
12 SUN CITY ANTHEM COMMUNITY
13 ASSOCIATION, INC., DOES 1-10, AND
14 ROE CORPORATIONS 1-10, inclusive,
15 Counter-Defendants.

14 NONA TOBIN, an individual, and Trustee
15 of the GORDON B. HANSEN TRUST.
16 Dated 8/22/08
17 Cross-Claimant,
18 vs.
19 OPPORTUNITY HOMES, LLC, THOMAS
20 LUCAS, Manager,
21 Counter-Defendant.

21 NONA TOBIN, an individual, and Trustee
22 of the GORDON B. HANSEN TRUST.
23 Dated 8/22/08
24 Cross-Claimant,
25 vs.
26 YUEN K. LEE, an Individual, d/b/a
27 Manager, F. BONDURANT, LLC,
28 Counter-Defendant.



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Please take notice that the Findings of Fact, Conclusions of Law and Order was filed with this court on the 22nd day of November, 2019, a copy of which is hereto attached as Exhibit "A".

Dated this 22nd day of November, 2019.

LIPSON NEILSON P.C.

/s/ DAVID OCHOA

BY: _____
KALEB ANDERSON, ESQ. (NV Bar No. 7582)
DAVID T. OCHOA, ESQ. (NV Bar No. 10414)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
*Attorneys for Defendant SUN CITY ANTHEM
COMMUNITY ASSOCIATION*

Lipson Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512



Lipson Neilson P.C.

9900 Cowington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

CERTIFICATE OF SERVICE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I hereby certify that on the 22nd day of November, 2019, service of the foregoing
NOTICE OF ENTRY OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER
to the Clerk's Office using the Odyssey E-File & Serve System for filing and transmittal
to the following Odyssey E-File & Serve registrants:

Melanie D Morgan, Esq.
Donna Wittig, Esq.
AKERMAN LLP
1635 Village Center Circle Ste. 200
Las Vegas, NV 89134

David R. Koch
Steven B. Scow
KOCH & SCOW LLC
11500 S. Eastern Ave. Suite 210
Henderson, NV 89052

Attorneys for Defendants

*Attorneys for Cross-Defendant Red Rock
Financial Services, LLC*

Joseph Y. Hong, Esq.
HONG & HONG
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135

Joe Coppedge, Esq.
Michael R. Mushkin & Associates, P.C.
4475 S. Pecos Road
Las Vegas, NV 89121

Attorneys for Plaintiff

*Attorney for Nona Tobin an individual and
Trustee of the Gordon B. Hansen Trust,
dated 8/22/25*

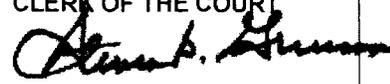
/s/ Juan Cerezo

An Employee of LIPSON NEILSON P.C.



EXHIBIT “A”





1 LIPSON NEILSON, P.C.
KALEB D. ANDERSON, ESQ.
2 Nevada Bar No. 7582
DAVID T. OCHOA, ESQ.
3 Nevada Bar No. 10414
9900 Covington Cross Drive, Suite 120
4 Las Vegas, Nevada 89144
(702) 382-1500 - Telephone
5 (702) 382-1512 - Facsimile
kanderson@lipsonneilson.com
6 dochoa@lipsonneilson.com
Attorneys for Cross-Defendant
7 *Sun City Anthem Community Association*

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

11 JOEL STOKES and SANDRA F.
STOKES, as trustees of the JIMI JACK
12 IRREVOCABLE TRUST,

CASE NO.: A-15-720032-C

Dept. XXXI

13 Plaintiffs,

**FINDINGS OF FACT, CONCLUSIONS
OF LAW AND ORDER**

14 vs.

15 BANK OF AMERICA, N.A.,

16 Defendant.

17 NATIONSTAR MORTGAGE, LLC

18 Counter-Claimant,

19 vs.

20 JIMI JACK IRREVOCABLE TRUST,

21 Counter-Defendant.

22
23 NONA TOBIN, Trustee of the GORDON
B. HANSEN TRUST. Dated 8/22/08

24 Counter-Claimant,

25 vs.

26 JOEL A. STOKES and SANDRA F.
27 STOKES, as trustees of the JIMI JACK
IRREVOCABLE TRUST, SUN CITY
28 ANTHEM COMMUNITY ASSOCIATION.

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512



1 INC., YUEN K. LEE, an Individual, d/b/a/
 2 Manager, F. BONDURANT, LLC, and
 3 DOES 1-10, and ROE CORPORATIONS
 4 1-10, inclusive,
 5
 6 Counter-Defendants,

7 On September 3, 2019, the Court heard and considered the following Motions:

- 8 (1) Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE
- 9 59(1)(A)(B)(C)(F) ("Motion for New Trial");
- 10 (2) Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) ("Motion to
- 11 Dismiss");
- 12 (3) Counterdefendants' Response to Nona Tobin's Motion for New Trial and
- 13 Motion to Dismiss and Countermotion to Strike from the Record the Rogue
- 14 Motions and for Attorney's Fees and Costs Pursuant to EDCR Rule 7.6(b)(1)
- 15 and/or (3);
- 16 (4) Sun City Anthem Community Association's Joinder to Counterdefendants'
- 17 Response and Sun City Anthem Community Association's Countermotion to
- 18 Strike Notice of Lis Pendens, for a Vexatious Litigant Order, and for Attorney's
- 19 Fees Pursuant to NRS 18.010 and EDCR 7.6.

20 Non Party Nona Tobin appeared on her own behalf; Joseph Hong, Esq. appeared
 21 for Counterdefendants Joel A Stokes and Sandra F. Stokes, as Trustees of the Jimijack
 22 Irrevocable Trust, Yuen K Lee and F. Dondurant, LLC; Kaleb Anderson, Esq. appeared
 23 for Sun City Anthem Community Association; and Donna Wittig, Esq. appeared for
 24 Nationstar Mortgage, LLC.

25 Being fully briefed, and the Court having considered the Motions, Oppositions,
 26 and Replies, and being fully advised in the premises, finds as follows:

27 ///

28 ///

Lipson, Neilson P.C.
 9900 Covington Cross Drive, Suite 120
 Las Vegas, Nevada 89144
 (702) 382-1500 FAX: (702) 382-1512



Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

FINDINGS OF FACT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1. Nona Tobin, an individual, is not, and has never been, a party to this case.
2. Nona Tobin's involvement in this case is limited to her role as trustee of the GORDON B. HANSEN TRUST Dated 8/22/08.
3. Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 is represented in this matter by Joe Coppedge Esq.
4. Despite pronouncements from this Court regarding Nona Tobin's status as a non-party in this matter, all parties to the case have perpetuated confusion as to Nona Tobin's status as a party by continuing to make reference to Nona Tobin, as an individual, as a party to the case.
5. Although this Court orally granted a Motion to Withdraw by Attorney Coppedge, no final Order was filed. Pursuant to *Division of Child and Family Services, Dept. of Human Resources, State of Nevada v. Eighth Judicial District Court ex rel. County of Clark*, 120 Nev. 445, 92 P.3d 1239 (2004), the oral pronouncement of the Court is ineffectual without a written, signed, and filed order.
6. On July 23, 2019, Nona Tobin, as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08 filed a Notice of Appeal.
7. On July 22, 2019, Nona Tobin, as an individual, filed a Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F).
8. On July 29, 2019, Nona Tobin, as an individual, filed a Motion to Dismiss Pursuant to NRS 38.310(2).
9. On August 7, 2019, Nona Tobin, as an individual, filed a Notice of Lis Pendens.

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

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CONCLUSIONS OF LAW

1. Because she is not now, nor has she ever been, as party to this case, Nona Tobin is not authorized to file anything with this court in her individual capacity.
2. The only way Nona Tobin is involved in this matter is in her capacity as Trustee of the GORDON B. HANSEN TRUST Dated 8/22/08. In this capacity, she is represented by attorney Joe Coppedge, Esq..
3. Because she is not a party to the case, all documents filed with this Court by Nona Tobin as an individual, are rogue documents and are stricken from the record. This includes both the Motion to Dismiss and Motion for New Trial (and all oppositions or replies) and the Notice of Lis Pendens.
4. In addition to being stricken as rogue documents, the Motion to Dismiss and Motion for a New Trial denied under NRCP 62.1, as there is no relief possible given the pending appeal. *and the lack of authority provided. JLN*
5. Counterdefendants have requested attorney's fees from Nona Tobin as part of their response to the Motion to Dismiss and Motion for a New Trial. Because *inter alia* the Court has no jurisdiction over Nona Tobin as an individual, *the* this Court has *no jurisdiction over her.* *no basis upon which fees could be assessed Agt her. JLN.*
6. Further, all parties to the case have contributed to the confusion regarding Nona Tobin's (as an individual) status in the case, so this Court finds no basis for an award of attorney's fees.

ORDER

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion for a New Trial Per Rule 54(B) and RULE 59(1)(A)(B)(C)(F) is stricken from the Record as a rogue document.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that non-party Nona Tobin's Motion to Dismiss Pursuant to NRS 38.310(2) is stricken from the Record as a rogue document.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

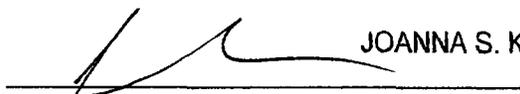
IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the Motion to expunge the lis pendens is GRANTED.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Counter defendants' Requests for Attorney's fees are denied without prejudice.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that Counterdefendant Sun City Anthem Community Association's Counter Motion to have Nona Tobin deemed a vexation litigant is denied *without prejudice.*

Dated this 20 day of ~~October~~, 2019.

November


JOANNA S. KISHNER
HONORABLE JOANNA KISHNER

Submitted by:
LIPSON NEILSON, P.C.

By: 
Kaleb D. Anderson, Esq. (Bar No. 7582)
David T. Ochoa, Esq. (Bar No. 10414)
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144

Attorneys for Cross-Defendant
Sun City Anthem Community Association

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

1 Approved as to form and content

2 Dated this ____ day of October, 2019

3 **AKERMAN, LLP**

4

5 By: Signature waived
6 Melanie D. Morgan, Esq. (Bar No. 8215)
7 1635 Village Center Circle Ste. 200
Las Vegas, NV 89134

8 *Attorneys for Defendants*

9

Dated this 29th day of October, 2019

HONG & HONG

By: s/ Joseph Hong
Joseph Y. Hong, Esq. (Bar No: 5995)
1980 Festival Plaza Dr., Suite 650
Las Vegas, NV 89135

*Attorney for Plaintiff/Counterdefendant
Jimijack Irrevocable Trust*

10 Dated this ____ day of October, 2019

11 **MUSHKIN CICA COPPEDGE**

12

13 By: Declined to sign
14 Joe Coppedge, Esq. (Bar No. 4954)
15 4495 S. Pecos Rd.
Las Vegas, NV 89121

16 *Attorney for Nona Tobin*

17

18

19

20

21

22

23

24

25

26

27

28

Lipson, Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

Inst #: 20191227-0001344

Fees: \$40.00

RPTT: \$0.00 Ex #: 005

12/27/2019 01:16:50 PM

Receipt #: 3942073

Requestor:

DRIGGS TITLE AGENCY INC.

Recorded By: MIDO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 191-13-811-052

RECORDING REQUESTED BY
DRIGGS TITLE AGENCY, INC.
WHEN RECORDED RETURN TO AND
MAIL TAX BILL TO:

Joel A Stokes
4791 Fiore Bella Blvd.
Las Vegas, NV 89135

Escrow No. 19-11-120779JH

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH:

That Sandra F. Stokes, Spouse of the grantee herein

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to

Joel A Stokes, A married man

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR LEGAL DESCRIPTION.

GRANTOR HEREIN EXECUTES THIS INSTRUMENT FOR THE SOLE PURPOSE OF RELINQUISHING ANY AND ALL CLAIM OR CLAIMS OF COMMUNITY PROPERTY INTEREST HE OR SHE HAS OR MAY HAVE IN AND TO THE WITHIN DESCRIBED REAL PROPERTY.

SUBJECT TO:

1. Taxes paid current, rights of way, reservations, restrictions, easements and conditions of record.



Escrow No.: 19-11-120779JH

APN: 191-13-811-052

Exhibit "A"

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.



STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s):

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

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:** \$ 0
- b) Deed in Lieu of Foreclosure Only (value of property) \$.00
- c) Transfer Tax Value: \$ 0
- d) Real Property Transfer Tax Due: \$ 0

4. If Exemption Claimed:

- a) Transfer Tax Exemption, per NRS 375.090, Section: 5
- b) Explain Reason for Exemption: Spouse to Spouse without consideration

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: Agent
~~Grantor~~

Signature: _____
(GRANTOR) INFORMATION

Print Name: Sandra F. Stokes
Address: 4791 Fiore Bella Blvd.
City/State/Zip: Las Vegas, NV 89135

Capacity: Grantee
(GRANTEE) INFORMATION

Print Name: Joel A. Stokes
Address: 4791 Fiore Bella Blvd.
City/State/Zip: Las Vegas, NV 89135

COMPANY/PERSON REQUESTING RECORDING

Driggs Title Agency, Inc.
7900 West Sahara Avenue, Suite 100
Las Vegas, NV 89117-7920

Escrow No. 19-11-120779JH

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



Inst #: 20191227-0001345

Fees: \$40.00

RPTT: \$2575.50 Ex #:

12/27/2019 01:16:50 PM

Receipt #: 3942073

Requestor:

DRIGGS TITLE AGENCY INC.

Recorded By: MIDO Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

APN: 191-13-811-052

RECORDING REQUESTED BY
DRIGGS TITLE AGENCY, INC.
WHEN RECORDED RETURN TO AND
MAIL TAX BILL TO:

Brian Chiesi and Debora Chiesi
24224 16th PL SE
BOTHELL, WA 98021

Escrow No. 19-11-120779JH

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH:

That Joel A Stokes, A married man who acquired title as Joel A. Stokes

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, does hereby
Grant, Bargain, Sell and Convey to

Brian Chiesi and Debora Chiesi, 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" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF FOR
LEGAL DESCRIPTION.

SUBJECT TO:

1. Taxes paid current, rights of way, reservations, restrictions, easements and conditions of record.



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

WITNESS my hand this 17th day of Dec., 2019.

Joel Stokes
Joel A Stokes

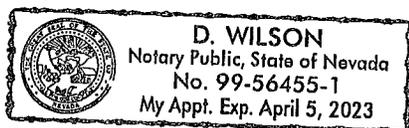
Joel A. Stokes
State of NEVADA }
County of CLARK } SS:
}

On 12-17-2019, before me the undersigned Notary Public, personally appeared Joel A Stokes, 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.

Signature D. Wilson

My Commission Expires: 4-5-2023



Escrow No.: 19-11-120779JH

APN: 191-13-811-052

Exhibit "A"

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.



STATE OF NEVADA DECLARATION OF VALUE

1. Assessor Parcel Number(s):

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

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: _____	

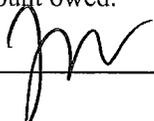
- 3. a) **Total Value/Sales Price of Property:** 505,000.00
- b) Deed in Lieu of Foreclosure Only (value of property) \$.00
- c) Transfer Tax Value: \$ 505,000.00
- d) Real Property Transfer Tax Due: \$ 2,575.50

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: 

Capacity: Agent
~~Grantor~~

Signature: _____

Capacity: Grantee

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Print Name: Joel A Stokes
Address: 4791 Fiore Bella Blvd.
City/State/Zip: Las Vegas, NV 89135

Print Name: Brian Chiesi and Debora Chiesi
Address: 24224 16th PL SE
City/State/Zip: BOTHELL, WA 98021

COMPANY/PERSON REQUESTING RECORDING

Driggs Title Agency, Inc.
7900 West Sahara Avenue, Suite 100
Las Vegas, NV 89117-7920

Escrow No. 19-11-120779JH

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



Inst #: 20191227-0001346

Fees: \$40.00

12/27/2019 01:16:50 PM

Receipt #: 3942073

Requestor:

DRIGGS TITLE AGENCY INC. .

Recorded By: MIDO Pgs: 25

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

Assessor's Parcel Number:

191-13-811-052

Return To:

Document Management
Quicken Loans Inc.
1050 Woodward Ave
Detroit, MI 48226-1906

Prepared By:

Donald Wierzbicki
1050 Woodward Ave
Detroit, MI 48226-1906
(313)373-0000

Recording Requested By:

See 'Return To:' Name

Mortgage Broker Name:

License Number:

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN

100039034258407727
3425840772

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 26, 2019, together with all Riders to this document.

(B) "~~Borrower~~" is Brian Chiesi and Debora Chiesi, husband and wife

NEVADA-Single Family-Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS

VMP® 4989880690

Wolters Kluwer Financial Services

Form 3029 1/01

VMP6A(NV) (1302).00

Page 1 of 17



Borrower is the trustor under this Security Instrument.
(C) "Lender" is Quicken Loans Inc.

Lender is a Corporation
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 26, 2019. The Note states that Borrower owes Lender Three Hundred Fifty Three Thousand Five Hundred and 00/100 Dollars (U.S. \$ 353,500.00) 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, 2050.

(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
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- 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.

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 2 of 17



(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 Clark 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 Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 3 of 17



Parcel ID Number: 191-13-811-052 which currently has the address of
2763 White Sage Dr [Street]
Henderson [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 seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

NEVADA-Single Family-Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 4 of 17



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

NEVADA-Single Family-Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 5 of 17



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

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP ®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 6 of 17



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

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP @
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 7 of 17



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,

NEVADA-Single Family-Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 8 of 17



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).

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 9 of 17



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

NEVADA-Single Family-Fannie Mac/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 10 of 17



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

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP @
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 11 of 17



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.

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 12 of 17



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

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 13 of 17



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

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP @
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302).00
Page 14 of 17



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

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302),00
Page 15 of 17



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.
Witnesses:

Brian Chiesi 12/26/2019 (Seal)
-Borrower

Debora Chiesi 12/26/2019 (Seal)
-Borrower

-Borrower (Seal)

NVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP®
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NV) (1302),00
Page 16 of 17



STATE OF ~~NEVADA~~ ^{WA}
COUNTY OF ~~CLARK~~ ^{King}

This instrument was acknowledged before me on December 26, 2019 by
Brian Chiesi and Debora Chiesi

CHRISTIAN SANTIAGO
NOTARY PUBLIC
KING COUNTY, WASHINGTON
COMMISSION # 185027
Expires: 3/15/2020



Christian Santiago

Mail Tax Statements To: Brian Chiesi
24224 16th Pl SE
Bothell, WA 98021-8876

Loan origination organization Quicken Loans Inc.
NMLS ID 3030
Loan originator Drew Michael
NMLS ID 999056

NEVADA-Single Family-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT WITH MERS
VMP@
Wolters Kluwer Financial Services

Form 3029 1/01
VMP6A(NY) (1302).00
Page 17 of 17



1-4 Family Rider (Assignment of Rents)

3425840772

THIS 1-4 FAMILY RIDER is made this 26th day of December, 2019, 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 Quicken Loans Inc.

"Lender") of the same date and covering the Property described in the Security Instrument and located at:

2763 White Sage Dr
Henderson, NV 89052-7093
(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

4989880725

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT
Bankers Systems TMVMP [®]
Wolters Kluwer Financial Services

Form 3170 1/01

VMP57RA (1411).00



Page 1 of 4



- C. **SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. **"BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.
- E. **BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.
- F. **ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph F, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- G. **ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac
 UNIFORM INSTRUMENT
 Bankers Systems™/MP®
 Wolters Kluwer Financial Services

Form 3170 1/01

VMP57RA (1411).00



profits derived from the Property without any showing as to the inadequacy of the Property as security.

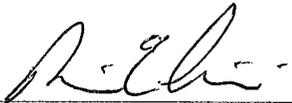
If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

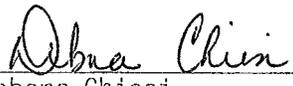
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

H. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



12/26/2019 (Seal)
Brian Chiesi -Borrower



12/26/2019 (Seal)
Debora Chiesi -Borrower

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac
UNIFORM INSTRUMENT
Bankers SystemsTMVMP[®]
Wolters Kluwer Financial Services

Form 3170 1/01



VMP57RA (1411).00

Page 3 of 4



(Seal)
-Borrower

(Seal)
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.

MULTISTATE 1-4 FAMILY RIDER-Fannie Mae/Freddie Mac

Form 3170 1/01

UNIFORM INSTRUMENT

Bankers Systems™ VMP®

Wolters Kluwer Financial Services



VMP57RA (1411).00

Page 4 of 4



MERS MIN: 100039034258407727

3425840772

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of December, 2019, 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 Quicken Loans Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2763 White Sage Dr
Henderson, NV 89052-7093

[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 CC & R's as amended from time to time

(the "Declaration"). The Property is a part of a planned unit development known as Sun City Anthem Unit #19 Phase

[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.



MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3150 1/01 4989880731
Wolters Kluwer Financial Services Page 1 of 3 Initials: BE 10
VMP®-7R (0811)





q03425840772 0265 400 0203

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

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

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

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

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

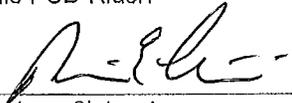
D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby 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.

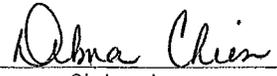
E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial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



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

 12/26/2019 (Seal)
Brian Chiesi -Borrower

 12/26/2019 (Seal)
Debora Chiesi -Borrower

_____ (Seal)
-Borrower



MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®-7R (0811) Page 3 of 3 Form 3150 1/01

Escrow No.: 19-11-120779JH

APN: 191-13-811-052

Exhibit "A"

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.