



Nona Tobin <nonatobin@gmail.com>

State Bar of Nevada: Receipt of Online Complaint

1 message

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Mon, Feb 28, 2022 at 6:35 PM

Reply-To: complaints@nvbar.org

To: nonatobin@gmail.com

First, Middle and Last Name

Nona Tobin

Your Address

[2664 OLIVIA HEIGHTS AVE](#)

[Henderson, NV 89052](#)

[Map It](#)

Your Email

nonatobin@gmail.com

Your Primary Telephone Number

(702) 465-2199

Attorney Information

Attorney Name

Dana Nitz

Law Firm Name

Wright Finlay Zak LLP

Attorney Address

[2664 OLIVIA HEIGHTS AVE](#)

[Henderson, NV 89052](#)

[Map It](#)

Previous Contact with the State Bar of Nevada

Have you previously contacted the State Bar of Nevada regarding this matter?

Yes

If yes, when and how did you contact us?

9/4/17 - Adam Clarkson

2/14/21 - Joseph Hong

2/16/21 - Brittany Wood

2/23/22 - Melanie Morgan

If known, what was the file number for the case or claim?

17-1198; 21-0181; 21-0187; no number on Melanie Morgan

Hiring the Attorney

Did you hire/retain the attorney about whom you are complaining?

No

What is your connection to the lawyer?

TOBIN. 4155

Opposing parties in a quiet title litigation dispute. This complaint is because WFZ filed Nationstar's original 1/11/16 quiet title complaint (A-16-730078-C) after WFZ client BANA defaulted. WFZ also filed on 6/2/16 the A-15-720032-C counter-claims that were also based on the false claims that Nationstar was the beneficiary of the 7/22/04 deed of trust. These false claims were prosecuted by Akerman, but I have been damaged from years of litigation in the aftermath of WFZ's original fraud on the court because no court has considered the verified evidence that refutes WFZ's and Akerman's misrepresentations of NSM's standing to foreclose.

Names and contact information for other persons who can provide additional information concerning your complaint

None.

Litigation

Case Name

Jimijack vs. BANA; Nationstar vs. Opportunity Homes

Case Number

A-15-720032-C; A-16-730078

Name of court or agency

Eighth Judicial District, dept. 31

Explanation of Grievance

Complaint Details

23. WFZ knew that Nationstar (NSM) did not have standing to foreclose as it was not the beneficiary and as the servicer, but WFZ filed false claims to trick the court into believing that it did.
24. WFZ knew that NSM had never recorded a notice of default that would have prevented the HOA from foreclosing (NRS 116.31162(6)).
25. WFZ knew that NSM had recorded a false claim (NR 205-395) to title on 12/1/14, more than three months after NSM had allowed the HOA to sell the property on 8/15/14 for less than one-fifth of the price that NSM had rejected from the 5/8/14 [auction.com](#) sale that Tobin had approved on 5/8/14.
26. Wright Finlay Zak filed multiple documents that included the false claim that Nationstar was the beneficial owner of the disputed Hansen deed of trust
27. Akerman and Wright Finlay Zak attorneys know that Red Rock Financial Services conducted an unfair, unnoticed and fraudulent sale and provided false evidence (RRFS 001-425) that was further falsified and misrepresented to the court by Sun City Anthem attorneys David Ochoa and/or Adam Clarkson and/or John Aylor in SCA 176-643) to cover it up.
28. WFZ attorneys knew that Nationstar didn't begin lying about being owed the \$389,000 balance on the Hansen deed of trust until 12/1/14, over three months after the sale, and that if the HOA sale was valid to extinguish the interest of the estate of the deceased borrower, that it also extinguished the deed of trust. Nevertheless, WFZ persisted in fabricating standing for Nationstar that did not exist in fact or in law.
29. Wright Finlay Zak attorneys knowingly and repeatedly made the false claim that Red Rock's 5/9/13 covert rejection of \$825 tendered by Bank of America's attorney, Rock K. Jung, then an attorney with Miles, Bauer, Bergstrom & Winters, LLP, but currently with Wright, Finlay, Zak, LLP, was grounds for voiding the sale only insofar as protecting the security interest Nationstar was pretending to own, but was not grounds for protecting the ownership interest of the deceased borrower.
30. WFZ knew that NSM had offered \$1,100 on 5/28/14 to close escrow on the 5/8/14 and that Red Rock had concealed this offer from the HOA Board by misrepresenting it as an owner request for waiver.
31. WFZ represented both BANA and NSM in abusing the HOA foreclosure quiet title litigation process to allow NSM and/or WFZ, to collect on a debt that was not owed to NSM.
32. WFZ aided and abetted mortgage servicing fraud of both Bank of America and Nationstar Mortgage by filing into these quiet title civil actions statements known to be false and disclosing false evidence on 1/11/16, 4/12/16 DECL, 4/12/16, 5/10/16, 6/2/16, 6/3/16, 6/10/16, 3/27/17 DECL, 3/27/17, 11/9/17, 2/9/18.

Explain what measures you have taken to resolve this matter directly with the attorney

None. WFZ was replaced by Akerman on 4/10/18.

Related File(s)

- [180209-NSM-001-185-INITIAL-DISCLOSURES.pdf](#)
- [171109-NOTC-Med-complete.pdf](#)
- [170327-NS-OMSJ-of-OpH.pdf](#)
- [170327_DECL-EDWARD-HYNE-NSM-LIT-RES-ANALYST_Nationstar_Mortgage__LLC_in_Support_of_Nationstar_s_Opposition_to_Op.pdf](#)
- [160610-OPPS-NSM-VS-JJ-MDOM.pdf](#)

TOBIN. 4156

- [160603-LIS-PEND.PDF](#)
- [160602-NSM-AACC-64-pgs-BM.pdf](#)
- [160510-NSM-REPLY-2-JJ-OPPS.pdf](#)
- [160412-NSM-MSUB-MINV-SET-ASIDE-BANA-DEFAULT.tif.pdf](#)
- [160412-DECLARATION-OF-EDGAR-C.-SMITH-IN-SUPPORT-OF-MOTION-TO-SUBSTITUTE-PARTY-INTERVENE-AND-SET-ASIDE-DEFAULT-JUDGMENT.pdf](#)
- [160111-NSM-Complaint_for_Quiet_Title_Comp.pdf](#)
- [220228-STATE-BAR-complaint-vs.-WFZ.pdf](#)



**COMPLAINT OF RULES OF PROFESSIONAL ETHICS VIOLATIONS
TO THE NEVADA STATE BAR ETHICS & DISCIPLINE PANEL
Vs.**

**DANA NITZ, NV. BAR #50; ROBIN WRIGHT, NV. BAR #9296;
EDGAR J. SMITH, NV. BAR #5506; ROCK K. JUNG, NV. BAR #10906;
MICHAEL S. KELLEY, NV. BAR #10101; BRODY WIGHT, NV. BAR #13615**

RESPONDENTS: Wright Finlay Zak, LLP

Nitz, Dana Jonathon



Bar # : 50
Member since: 9/29/1981
Status: ATTORNEY Active

Company: [Selman Breitman LLP](#)

3993 Howard Hughes Pkwy., Ste. 200, Las Vegas, NV 89169

Phone : (702) 228-7717

Fax : (702) 228-8824

Law school : USC

Wright, Robin P.



Bar # : 9296
Member since: 4/20/2005
Status: ATTORNEY Active

Company: [Wright, Finlay & Zak, LLP](#)

4665 Mac Arthur Court, Suite 280, Newport Beach, CA 92660

Phone : (949) 477-5050

Fax : (949) 477-9200

Email : rwright@wrightlegal.net

Law school : Western State University



Smith, Edgar C.



Bar # : 5506

Member since: 10/3/1994

Status: ATTORNEY Active

Company: Clear Counsel Law Group

1671 W. Horizon Ridge Parkway, Suite 200, Henderson, NV 89012

Phone : (702) 765-5900

Fax : (702) 924-0709

Email : ed@clearcounsel.com

Law school : South Western University

Kelley, Michael S.



Bar # : 10101

Member since: 10/17/2006

Status: ATTORNEY Active

Company: Reid Rubinstein Bogatz

300 South 4th St., Suite 830, Las Vegas, NV 89101

Phone : (702) 776-7000

Law school : S.J. Quinney



Wight, Brody Ray

Bar # : 13615

Member since: 1/9/2015

Status: ATTORNEY Active

Company: Koch & Scow, LLC

11500 S Eastern Ave, Ste 210, Henderson, NV 89052-5576

Phone : (702) 318-5040

Email : bwight@kochscow.com

Law school : Brigham Young University

Formerly with Koch & Scow, LLC; now works for Wright, Finlay Zak LLP



Jung, Rock K.

Bar # : 10906

Member since: 4/29/2008

Status: ATTORNEY Active

Company: Wright, Finlay & Zak, LLP

7785 W Sahara Ave, Suite 200, Las Vegas, NV 89117

Phone : (702) 475-7964

Fax : (702) 946-1345

Email : rjung@wrightlegal.net

Law school : Thomas Jefferson School of Law

Formerly with Miles, Bauer, Bergstrom, & Winters LLP



COMPLAINANT

Nona Tobin, President
Fight Foreclosure Fraud, Inc.
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com

I, Nona Tobin, am filing this complaint to the Nevada State Bar Ethics & Discipline Panel as the President of Fight Foreclosure Fraud, Inc., but this complaint, and other new and pending complaints, all stem from my personal horrifying experience with civil litigation in Nevada. Since 2016, I have spent many frustrating personal hours and have accrued over \$400,000 in attorney fees and litigation costs unsuccessfully attempting to get my property returned after a wrongful 2014 HOA foreclosure.

I make all statements herein based on my personal knowledge under penalty of perjury under the laws of the State of Nevada.

The complaints I am filing with the State Bar all center around the abusive litigation tactics and fraud on the court perpetrated by attorneys who lie with impunity to the courts in order to cover up their clients', and possibly their own, criminal activity to collect on debts that are not owed to their clients and are not owed by me.

These complaints will all be exhibits to a petition for a writ of mandamus I am filing very soon with the Supreme Court against the State Bar and against the



Nevada Commission on Judicial Discipline, both of which have heretofore declined to investigate these complaints on their merits for various reasons, like time-barred, complaint did not meet the clear and convincing evidence standard, individual matters must be handled through appeal, or require a court's written findings of attorney misconduct for the Bar counsel to refer the matter to the Ethics & Disciplinary Screening panels.

ACTUAL DAMAGES TO ME PERSONALLY ARE SIGNIFICANT, BUT THIS IS A MATTER OF MAJOR PUBLIC POLICY CONCERN, FAR FROM AN ISOLATED CASE

This successful fraud, perpetrated primarily by attorneys, has personally damaged me in multiple ways from which it is near impossible to recover because there is not a level playing field in Nevada's civil courts:

I lost a \$550K house over an alleged delinquency of \$2K HOA dues

1. the title to my late fiancé's \$550,000 house was confiscated from me by FSR (Sun City Anthem's managing agent) dba Red Rock Financial Services (SCA's debt collection agent), who conducted a fraudulent foreclosure sale without notice to me or to any party with a known interest, including at least five bona fide prospective purchasers who fair-market-value, arms-length offers were rejected by servicing banks, Bank of America (BANA) and Nationstar (NSM);
2. It has been impossible to prevail in quiet title litigation because Red Rock's attorneys (Steven Scow and Broody Wight, Koch & Scow, LLC) and the HOA's attorneys (David Ochoa, Lipson Neilson LLP under the direction of Adam Clarkson of The Clarkson Law Group) disclosed and/or produced in response to subpoena the



unverified, uncorroborated, false, and sometimes blatantly falsified, Red Rock foreclosure file to deceive the court into believing the sale was properly conducted when it was not.

3. Further, Ochoa and Clarkson aggressively obstructed my access to the HOA's official records (compliance, enforcement, and foreclosure records, ownership and payment records, Board agendas and minutes, debt collection contracts and policies), both in discovery and as an elected member of the HOA Board.

4. The attorneys knew that the HOA's concealed records had probative value to my case, and so they misrepresented and got excluded from the court's consideration ALL the verified documentary evidence that I obtained legally as a member in good standing of the HOA and on public records requests from other sources, like the Nevada Real Estate Division (NRED) Ombudsman Notice of Sale Compliance Records, and declarations under penalty of perjury, ALL of which flatly contradict Red Rock's fanciful version of events.

5. The HOA attorneys filed a meritless motion to dismiss me as an individual for not filing claims as a pro se, and then after the court denied the motion, failed to document the denial in the order entered on 9/20/17, and then conspired with other opposing counsels in 2019 to claim that I had never been granted leave to intervene as an individual and therefore had no right to file any pro se documents.

6. The HOA attorneys, three weeks before the end of discovery, while withholding all requested documents, without the HOA having any interest in the title dispute between me, Jimijack and Nationstar, filed a meritless motion for summary judgment vs. me as the trustee of the Hansen Trust, without naming me as the Hansen Trust's successor in interest. There was no conceivable benefit to the



HOA for the HOA attorneys to file such as motion. However, they filed it to cover up the wrongdoing of the HOA's agents and to retaliate against me for being a whistleblower on other unrelated HOA matters. The consequences of this foul play was that the court granted the motion, based on the false evidence the attorneys provided and without consideration of my verified evidence that controverted theirs because all of my pro se filings had been stricken by ex parte bench orders, and I was considered under appellate court rules as not a party and therefore not aggrieved and therefore all access to the appellate courts by me as an individual was denied.

Nationstar tricked the court into letting it collect on a debt it was not owed

7. This attorney-led trickery by the banks is the subject of the instant complaint.

8. Nationstar essentially stole the \$389,000 outstanding Western Thrift & Loan debt of deceased borrower Gordon Hansen, that was not owed to Nationstar and I did not owe to anyone.

9. BANA's and NSM's attorneys perpetrated a fraud on the court to pull this off, starting with Wright, Finlay Zak LLP (WFZ) attorneys in this complaint who created this entire mass of litigation to cover up that Nationstar had no documentation to establish to whom the debt of the 7/22/04 deed of trust was owed so they kept changing their story. This complaint shows how WFZ started the quiet title action falsely claiming to have become the beneficiary by a nonexistent 2/4/11 assignment from an unknown entity, then WFZ claimed it was BANA's successor, and then in the same document and in other documents, claimed that it was Wells Fargo's successor.

10. Part of the deception done by WFZ attorneys was based on circumventing the Multi-state PUD Rider and the NRS 107.080 foreclosure requirements by relying on



the covert super-priority tenders perpetrated by Rock K. Jung, of the now-defunct law firm, Miles, Bauer, Bergstrom and Winters LLP, who is currently an associate attorney of Wright, Finlay Zak, LLP.

11. After WFZ attorneys set up the very confusing stage to create the delusion that NSM was owed a debt and that the HOA sale was unfair to NSM because Red Rock rejected BANA's super-priority tender, Akerman attorneys took over the fraud on the court enterprise in April 2018, and they used more aggressive tactics to trick the court into blessing what was actually theft and fraudulent reconveyance of my property.

12. Akerman attorneys refused to join me in a motion for summary judgment to void the sale in its entirety because Akerman attorneys knew that I knew that NSM was lying about being the beneficiary and have records dating back to 2011 to prove it. As such, Akerman knew it had to get rid of me because it knew I knew it did not have standing to foreclose.

13. Akerman did this by filing (2/12/19) a joinder to the HOA's unwarranted MSJ, claiming that the sale was valid as to the sub-priority portion of the HOA's lien, but was invalid to remove the security instrument that NSM was lying about owning as the successor to BANA.

14. Akerman followed this up fraudulent play by filing a motion for summary judgment for quiet title against Jimijack solely on the grounds that Red Rock's rejection of BANA's 2013 tender of \$825 meant that the sale was valid to remove Tobin, but that the sale was not valid to remove the security instrument that NSM was lying about owning.



15. Akerman concealed from the court that servicing bank Nationstar was the proximate and direct cause of the HOA sale happening at all for multiple reasons: a) neither BANA nor NSM ever recorded a notice of default that, pursuant to NRS 116.31162(6) (2013) would have stopped the HOA for foreclosing; b) NSM obstructed escrow from closing on a \$340,000 cash offer I had signed on 3/4/14; c) NSM obstructed escrow from closing on the \$367,500 offer from auction.com high bidder MZK Properties that I signed on 5/8/14; d) BANA's 5/9/13 tender of \$825 occurred when only \$825 in assessments were then delinquent and so Red Rock's rejection of it voided the entire sale, e) NSM's 5/28/14 \$1,100 offer to the HOA, also rejected covertly by Red Rock was a greater than super-priority offer than would have also voided the sale in its entirety, but NSM concealed it so it could make a side deal with Jimijack as Akerman knew it could not foreclose against me if the sale were voided in its entirety.

16. An important question to ask in relation to all these super-priority dispute cases wherein an HOA sale is determined to be valid but subject to the deed of trust: did the servicing bank or the beneficiary record a notice of default to initiate foreclosure to collect on the deed of trust BEFORE a Miles, Bauer attorney, or some other lender agent, tendered the super-priority? If not, some fraud is predictably involved. If yes, the HOA sale could not legally have been held and would be void in its entirety.

17. The court granted both the HOA's motion and NSM's joinder by an order entered on 4/18/19, and I filed multiple pro se dispositive motions attempting to set aside the order for fraud (4/24/19) to get summary judgment against Jimijack, or



against all parties, and filed over 600 pages of verified evidence to support my claims.

18. None of my pro se filings were heard, considered or decided because Akerman attorney Melanie Morgan and Jimijack attorney Joseph Hong orchestrated an ex parte meeting with the judge, got me removed as an individual party, got my pro se filings stricken, and then set up a fraudulent side deal that the court blessed without looking at any of the evidence.

I've lost seven years of rental income without presenting my case

19. Joel and Sandra Stokes kept an estimated \$180,000 in rental profits that belong to me by their attorney, Joseph Hong's fraudulent misrepresentations to the court obstructing my case from being heard.

Steven Scow owes me \$100,000+ in undistributed proceeds plus interest & costs

20. Red Rock attorneys Koch & Scow retained \$57,282.32 that Steven Scow has refused to distribute to me as the sole claimant since 2014 that has accrued seven plus years of interest that Scow says he does not have to pay.

21. All of this litigation has resulted in me accruing \$317,532.76 in attorneys' fees alone, almost \$30,000 of which accrued because Scow unnecessarily sued me for interpleader in 2021, during the pendency of appeal 82294, after he obstructed my previous civil claims filed on 1/13/17, 8/7/19, and 6/3/20, to get them. He still has not paid up and has gotten my 3/8/21 and 4/12/21 attempts to claim them dismissed with prejudice or ignored.

22. I prepared a [declaration on 2/24/22](#) and attached it to the Bar complaint against Scow regarding the massive attorney obstruction I have encountered during my



failed attempts between 2014 and 2022 to claim the excess proceeds as the sole claimant.

COMPLAINT AGAINST WRIGHT, FINLAY, ZAK (WFZ) ATTORNEYS

23. WFZ knew that Nationstar (NSM) did not have standing to foreclose as it was not the beneficiary and as the servicer, but WFZ filed false claims to trick the court into believing that it did.

24. WFZ knew that NSM had never recorded a notice of default that would have prevented the HOA from foreclosing (NRS 116.31162(6)).

25. WFZ knew that NSM had recorded a false claim (NR 205-395) to title on 12/1/14, more than three months after NSM had allowed the HOA to sell the property on 8/15/14 for less than one-fifth of the price that NSM had rejected from the 5/8/14 auction.com sale that Tobin had approved on 5/8/14.

26. Wright Finlay Zak filed multiple documents that included the false claim that Nationstar was the beneficial owner of the disputed Hansen deed of trust

27. Akerman and Wright Finlay Zak attorneys know that Red Rock Financial Services conducted a unfair, unnoticed and fraudulent sale and provided false evidence ([RRFS 001-425](#)) that was further falsified and misrepresented to the court by Sun City Anthem attorneys David Ochoa and/or Adam Clarkson and/or John Aylor in ([SCA 176-643](#)) to cover it up.

28. WFZ attorneys knew that Nationstar didn't begin lying about being owed the \$389,000 balance on the Hansen deed of trust until 12/1/14, over three months after the sale, and that if the HOA sale was valid to extinguish the interest of the estate of



the deceased borrower, that it also extinguished the deed of trust. Nevertheless, WFZ persisted in fabricating standing for Nationstar that did not exist in fact or in law.

29. Wright Finlay Zak attorneys knowingly and repeatedly made the false claim that Red Rock's 5/9/13 covert rejection of \$825 tendered by Bank of America's attorney, Rock K. Jung, then an attorney with Miles, Bauer, Bergstrom & Winters, LLP, but currently with Wright, Finlay, Zak, LLP, was grounds for voiding the sale only insofar as protecting the security interest Nationstar was pretending to own, but was not grounds for protecting the ownership interest of the deceased borrower.

30. WFZ knew that NSM had offered \$1,100 on 5/28/14 to close escrow on the 5/8/14 and that Red Rock had concealed this offer from the HOA Board by misrepresenting it as an owner request for waiver.

31. WFZ represented both BANA and NSM in abusing the HOA foreclosure quiet title litigation process to allow NSM and/or WFZ, to collect on a debt that was not owed to NSM.

32. WFZ aided and abetted mortgage servicing fraud of both Bank of America and Nationstar Mortgage by filing into these quiet title civil actions statements known to be false and disclosing false evidence on [1/11/16](#), [4/12/16 DECL](#), [4/12/16](#), [5/10/16](#), [6/2/16](#), [6/3/16](#), [6/10/16](#), [3/27/17 DECL](#) , [3/27/17](#), [11/9/17](#), [2/9/18](#).

33. The balance of this complaint will attempt to show explicitly what false claims were made in each of the filings linked above.



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Steven D. Schuman
CLERK OF THE COURT

1 **COMP**
2 WRIGHT, FINLAY & ZAK, LLP
3 Edgar C. Smith, Esq.
4 Nevada Bar No. 5506
5 7785 W. Sahara Ave., Suite 200
6 Las Vegas, NV 89117
7 (702) 475-7964; Fax: (702) 946-1345
8 esmith@wrightlegal.net
9 *Attorneys for Plaintiff, Nationstar Mortgage, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

9 NATIONSTAR MORTGAGE, LLC
10 Plaintiff,
11 vs.
12 OPPORTUNITY HOMES, LLC company;
13 Does 1 through 10; and Roe Corporations 1
14 through 10,
15 Defendants.
16

Case No.: A- 16- 730078- C
Dept. No.:
XXI V
COMPLAINT FOR QUIET TITLE
ARBITRATION EXEMPT:
CLAIMS INVOLVE TITLE TO REAL
PROPERTY AND EQUITABLE RELIEF

1/11/16 COMP Nationstar (NSM) vs. Opportunity Homes

Page 2-3 shows NSM’s first lie: that there was a 2/4/11 recorded assignment of the 7/22/04 deed of trust to NSM, a lie which is material because it would mean that NSM had purchased the loan prior to it being extinguished, and becoming an unsecured debt, by the 8/22/14 HOA foreclosure.

25 **8.** On February 4, 2011, a Corporation Assignment of Deed of Trust Nevada was
26
27
28 ¹ A true and correct copy of the Deed of Trust recorded in the Clark County Recorder’s Office as Book and Instrument Number 20040722-0003507, is attached hereto as **Exhibit 1**.



Page 3, line 1 below

1 ||| recorded conveying to Nationstar the beneficial interest under the Deed of Trust.² |

Exhibit 2 is deceptively a 12/1/14 assignment by NSM from BANA to NSM, but WFZ referenced (in paragraph 8, page 2) a non-existent 2/4/11 recorded assignment.

25 ||| ² A true and correct copy of the Notice of Assignment of Deed of Trust recorded as Book and Instrument Number 20141201-0000518 on December 1, 2014, is attached hereto as **Exhibit 2**. |

Opportunity Homes never answered WFZ's 1/11/16 complaint because it had no interest to defend, but WFZ did not take default, it moved to intervene on the closed Jimijack case.



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04/12/2016 03:05:27 PM

Alan D. Schuman
CLERK OF THE COURT

1 **MSUB**
2 WRIGHT, FINLAY & ZAK, LLP
3 Edgar C. Smith, Esq.
4 Nevada Bar No. 5506
5 7785 W. Sahara Ave., Suite 200
6 Las Vegas, NV 89117
7 (702) 475-7964; Fax: (702) 946-1345
8 esmith@wrightlegal.net
9 *Attorneys for Proposed Defendant in Intervention, Nationstar Mortgage, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

JIMI JACK IRREVOCABLE TRUST,
Plaintiff,

vs.

BANK OF AMERICA, N.A., SUN CITY
ANTHEM COMMUNITY ASSOCIATION
INC.,
Defendants.

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

**MOTION TO SUBSTITUTE PARTY,
INTERVENE AND SET ASIDE DEFAULT
JUDGMENT**

Nationstar is judicially estopped from claiming that it was the beneficiary of the 7/22/04 Hansen deed of trust.

4/12/16 MINV & MSUB

Page 3 – WFZ is correct insofar as the court is required by [NRS 40.110](#) to settle quiet title disputes by an evidentiary hearing on the merits.



16 Nationstar also asks the Court set aside the Default Judgment entered against BANA in
17 October 2015, pursuant to NRC 60(b). The case was not decided on the merits, and Nationstar
18 submits that Jimijack failed to disclose material facts to the Court when judgment was entered –
19 namely, that Bank of America, N.A. had assigned the deed of trust to Nationstar in November
20 2014 so that Bank of America, N.A. had no reason to contest entry of judgment. Nationstar has
21 meritorious defenses to the HOA sale, and Plaintiff will not be prejudiced if the Default
22 Judgment is set aside.

However, WFZ also deceives the court by not revealing material facts that WFZ knows because it is both BANA's and NSM's attorney, i.e., that BANA had no recorded interest to protect for two reasons: 1) BANA's 4/12/12 assignment from MERS to itself was void because there is no notary record of its execution; and 2) on 9/9/14, BANA assigned its interest, if any, to Wells Fargo. WFZ also concealed that NSM's 12/1/14 assignment of BANA's nonexistent interest to itself was worthless because on 9/9/14 BANA had assigned whatever interest it had to WF.



Page 4- 4/12/16 MSUB/MINV

WFZ does not identify who assigned the beneficial interest to NSM on 12/1/14 because it claims some times that it came from BANA and other times that it came from Wells Fargo.

3 | of \$436,000.00 (hereinafter the "Hansen Loan").¹ On December 1, 2014, a Corporate
4 | Assignment of Deed of Trust was recorded conveying to Nationstar the beneficial interest under
5 | the Deed of Trust.²

Page 11 of 6/2/16 AACC

WFZ alleges in #15 that the 12/1/14 assignment to NSM is from Wells Fargo, but Exhibit 5 shows NSM recorded that BANA, not Wells Fargo, gave the beneficial interest to NSM.

6 | **14.** On September 9, 2014, an Assignment of Deed of Trust was recorded by which
7 | BANA assigned all its beneficial interest under the Deed of Trust to Wells Fargo Bank, National
8 | Association FKA First Union National Bank ("Wells Fargo").⁴
9 | **15.** On December 1, 2014, a Corporate Assignment of Deed of Trust was recorded by
10 | which Wells Fargo assigned all its beneficial interest under the Deed of Trust to Nationstar.⁵

WFZ includes the 12/1/14 assignment in footnote 5 of its 6/2/16 AACC referencing exhibit 5 (next page). Exhibit 5 clearly shows that the 12/1/14 assignment was recorded by NSM, acting as if it were BANA's attorney in fact, but without recording or disclosing a power of Attorney from BANA.



②

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

Recording Requested By:
Nationstar Mortgage

When Recorded Return To:
DOCUMENT ADMINISTRATION
Nationstar Mortgage
2617 COLLEGE PARK
SCOTTSDLUFF, NE 69361

Inst #: 20141201-0000518

Fees: \$18.00

N/C Fee: \$0.00

12/01/2014 09:00:43 AM

Receipt #: 2235133

Requestor:

NATIONSTAR MORTGAGE

Recorded By: SAO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER



CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada

SELLER'S SERVICING #:0618315261 "HANSEN"

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

Date of Assignment: October 23rd, 2014

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

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



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04/12/2016 03:07:08 PM

Alvin D. Schuman
CLERK OF THE COURT

1 **DECL**
2 WRIGHT, FINLAY & ZAK, LLP
3 Edgar C. Smith, Esq.
4 Nevada Bar No. 5506
5 7785 W. Sahara Ave., Suite 200
6 Las Vegas, NV 89117
7 (702) 475-7964; Fax: (702) 946-1345
8 esmith@wrightlegal.net
9 *Attorneys for Proposed Defendant in Intervention, Nationstar Mortgage, LLC*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

10 JIMIACK IRREVOCABLE TRUST,
11 Plaintiff,
12 vs.
13 BANK OF AMERICA, N.A., SUN CITY
14 ANTHEM COMMUNITY ASSOCIATION
15 INC.,
Defendants.

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

**DECLARATION OF EDGAR C. SMITH
IN SUPPORT OF MOTION TO
SUBSTITUTE PARTY, INTERVENE AND
SET ASIDE DEFAULT JUDGMENT**

4/12/16 DECL Page 3

1 although my practice is to search for lis pendens of record before filing suit. I am
2 informed and believe no lis pendens was filed, and that my client Nationstar was
3 unaware of this litigation prior to March 17, 2016.

WFZ's declaration is deceptive.

It is true Jimijack never recorded a lis pendens, but it strains credulity to believe that that the WFZ property record search failed to detect two deeds recorded on 6/9/15 (F. Bondurant and Jimijack) or the BANA default judgment recorded on 12/1/15, given that the property search yielded the 8/22/14 Opportunity Homes deed, the Hansen 7/22/04 deed of trust, and the 12/1/14 assignment that Nationstar used as exhibits to its 1/11/16 complaint vs. disinterested Opportunity Homes.



Below is the APN 191-13-811-052 property record 2003-2015 that WFZ would have to have examined before it filed its 1/11/16 quiet title complaint and could hardly have missed two deeds and BANA's default judgment which WFZ would have known anyway by being BANA's attorney:

REGISTER OF ACTIONS
CASE No. A-15-720032-C

Joel Stokes, Plaintiff(s) vs. Bank of America NA, Defendant(s)

UNRECORDED

Case Type: Other Title to Property
Date Filed: 06/16/2015
Location: Department 31
Cross-Reference Case Number: A720032

RELATED CASE INFORMATION

Related Cases
A-16-730078-C (Companion Case)

PARTY INFORMATION

		Lead Attorneys
Counter Claimant	Gordon B. Hansen Trust Dated 8/22/08	
Counter Claimant	Nationstar Mortgage, LLC	Melanie D. Morgan <i>Retained</i> 702-634-5000(W)
Counter Claimant	Tobin, Nona	Pro Se
Counter Defendant	Stokes, Joel A	Joseph Y. Hong <i>Retained</i> 702-870-1777(W)
Counter Defendant	Stokes, Sandra F	Joseph Y. Hong <i>Retained</i> 702-870-1777(W)
Cross Claimant	Gordon B. Hansen Trust Dated 8/22/08	
Cross Claimant	Tobin, Nona	Pro Se
Cross Defendant	Lee, Yuen K.	
Cross Defendant	Sun City Anthem Community Association Inc	David A. Clark <i>Retained</i> 7023822200(W)
Defendant	Bank of America NA	Dana J. Nitz <i>Retained</i> 702-475-7964(W)
Defendant	Sun City Anthem Community Association Inc	David A. Clark <i>Retained</i> 7023822200(W)
Plaintiff	Jimijack Irrevocable Trust	Joseph Y. Hong

201512010003402	12/1/15 12:44	JUDGMENT by default vs. Bank of America (BANA)
201508170001056	8/17/15 9:48	SUBSTITUTION Nationstar substitute American Servicing Trustee Solutions for beneficiary Joan H Anderson
201506090001545	6/9/15 13:06	DEED F. Bondurant to Jimijack (inadmissible per NRS 111.345 as notlegally notarized)



201506090001537	6/9/15 12:58	DEED Opportunity Homes to F. Bondurant
201503120002285	3/12/15 12:11	SUBSTITUTION/ RECONVEYANCE Wells Fargo release of 5/10/07 2nd deed of trust
201502230000608	2/23/15 11:17	RPTT REFUND to Thomas Lucas when he produced proof of notice of the HOA sale
201501220001850	1/22/15 9:10	REQUEST NOTICE of any recorded NRS 107 or NRS 116 defaults by Nationstar
201412010000518	12/1/14 9:00	ASSIGNMENT by Nationstar from BANA to itself
201409090000974	9/9/14 11:08	ASSIGNMENT by BANA from BANA to Wells Fargo
201408220002548	8/22/14 9:53	DEED foreclosure deed to Opportunity Homes
201405060004357	5/6/14 14:30	Garbage LIEN
201402120001527	2/12/14 9:06	NOTICE of HOA sale on 3/7/14
201309230001369	9/23/13 10:39	Garbage LIEN
201304080001087	4/8/13 9:51	DEFAULT HOA notice
201304030001569	4/3/13 11:28	NOTICE RESCISSION of HOA prior 3/12/13 default notice
201303120000847	3/12/13 9:55	DEFAULT HOA notice
201212140001338	12/14/12 9:37	LIEN HOA
201204120001883	4/12/12 13:18	ASSIGNMENT by BANA from MERS to BANA
200808270003627	8/27/08 15:28	DEED Gordon B. Hansen Trust, dated 8/22/08
200705100001127	5/10/07 10:12	DEED OF TRUST Wells Fargo 2nd line of credit
200409010007297	9/1/04 19:17	HOMESTEAD
200408310007563	8/31/04 17:34	SUBSTITUTION/ RECONVEYANCE
200408170002284	8/17/04 12:10	RECONVEYANCE
200407220003507	7/22/04 13:32	DEED OF TRUST Western Thrift originated, MERS nominee for beneficiary, Joan H Anderson trustee
200406110005547	6/11/04 15:45	DEED from Marilyn to Gordon Hansen is divorce
200311200004030	11/20/03 17:00	DEED OF TRUST
200309100000588	9/10/03 8:43	DEED OF TRUST
200307310004444	7/31/03 14:08	DEED OF TRUST



200307310004443	7/31/03 14:08	POWER OF ATTORNEY
200307310004442	7/31/03 14:08	DEED Del Webb to Gordon & Marilyn Hansen
200307310004441	7/31/03 14:08	NOTICE

Note that there is no recorded notice of default in the property record by either servicing bank, Nationstar or BANA, both of which were represented by WFZ.

WFZ provably knows that [NRS 107.080](#) (as amended by [AB284 \(2011\)](#), Nevada's robo-signer, anti-foreclosure fraud bill) requires a notice of default to be recorded as the first step in foreclosure as a means to collect on a deed of trust that secures a note.

Robin Wright wrote a white paper for UTA Quarterly in Winter 2011 entitled, "[Complying with AB284](#)" so WFZ must have known exactly what they were doing when they circumvented these requirements.

WFZ put the Hansen 7/22/04 deed of trust, including as the last three pages, the Multi-State Planned Unit Development (PUD) Rider, as exhibit 1 to its 1/11/16 complaint and as exhibit 1 to its 4/12/16 motion to set aside the BANA default.

The second to the last page of the PUD Rider (disclosed as NSM 160) contains the Remedies provision (f) that limits a lender's means of recovery from a borrower of any delinquent HOA assessments the lender paid on the owner's behalf to the amount paid plus interest at the note rate.



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

Initials: *JBH*

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

© 1999-2002 Online Documents, Inc.

Page 2 of 3

F3150RLU 0205

07-14-2004 15:01

Nationstar, and all lenders, are bound by this term of the PUD Rider if they pay delinquent assessments for the owner. Unless there is an agreement to the contrary, paying delinquent HOA assessments does not mean that a lender can take a borrower's property without foreclosing in the manner proscribed by law, i.e., record a notice of default. Neither BANA nor NSM ever recorded a notice of default on the Hansen 7/22/04, and can't use the tender, offer or payment of HOA assessments to circumvent the requirements of NRS 107 as amended by AB 284 (2011), Nevada's anti-foreclosure fraud law.

NSM0160

Miles, Bauer, Bergstrom & Winters, LLP was BANA's agent, prior to going out of business (at least in the Las Vegas Valley), had the corrupt business practice of covertly tendering the super-priority portion of an HOA lien directly to the HOA debt collector as a means of circumventing this PUD Rider and attempting to create a de facto foreclosure on the owner without complying with NRS 107.080 as amended by AB284 (2011).

Rock K. Jung, then an associate with Miles, Bauer, Bergstrom & Winters, LLP, (now an associate with Wright Finlay Zak LLP) wrote a letter, dated 4/8/13, to the Estate of Gordon Hansen (Nona Tobin) falsely claiming that BANA was both the servicer and the beneficiary in which Jung represented the PUD Rider Remedies provision as being a way BANA could protect its interest, independent of the owner's interest.



Please be advised that, in the event you do not immediately bring your HOA account current by paying all sums past due BANA may advance the sums necessary to protect its lien interest on the property. If BANA does in fact advance said sums, those sums may be added on to the balance you owe on the first position note and deed of trust you executed. BANA may do this per Nevada law and per the express terms of the note and deed of trust you executed. Further, BANA may add the attorney's fees and costs that are being incurred as a result of this matter to your loan. BANA may also do this per Nevada law and per the express terms of the note and deed of trust you executed. **Please note that the HOA foreclosure sale, may still occur despite any advancement of sums made by BANA in order to protect its lien interest on the property, since the amount that my client may advance may not be the same amount that you HOA/RED ROCK FINANCIAL SERVICES is claiming to be due and owing from you. Thus, we strongly advise that you contact your HOA and/or RED ROCK FINANCIAL SERVICES immediately to bring your HOA account current to avoid having your property sold at a potential HOA foreclosure sale by RED ROCK FINANCIAL SERVICES.** If you have already brought your HOA account current with RED ROCK FINANCIAL SERVICES, then please disregard this letter.

Sincerely,

MILES, BAUER, BERGSTROM & WINTERS, LLP



Rock K. Jung, Esq.

The [5/20/19 declaration](#) by the 2012-2013 listing agent Doug Proudfit, Proudfit Realty, shows that servicing bank BANA, by and through its agent Miles, Bauer, was acting in bad faith.

BANA and its attorneys knew that escrow had instructions to pay the HOA assessments and all of the fees and charges added on by Red Rock IN FULL, whether legal or valid or not.

All fees demanded would have been paid out of the Sparkman escrow that dragged on from 8/10/12-4/3/13, but BANA wouldn't let escrow close on this fair market value, arms-length sale.



Proudfit's declaration also shows that Rock K. Jung began BANA's duplicitous super-priority scam directly with Red Rock on 4/8/13 without notifying the HOA, Proudfit or, most importantly, Ticor Title, who handled the Sparkman escrow that ended on 4/3/13.

Miles, Bauer, Bergstrom & Winters, LLP Trust Acct			13-H0518		Initials: SAC
Payee: RED ROCK FINANCIAL SERVICES			Check #: 19235	Date: 5/8/2013	Amount: 825.00

Inv. Date	Reference #	Description	Inv. Amount	Case #	Matter Description	Cost Amount
5/8/2013	R808634	HOA Fees	825.00			
<p>THAT THE TENDER OF \$825 WAS MADE ON 5/9/13 IS NOT DISPUTED. WHAT IS DISPUTED IS THAT THIS JUSTIFIES NSM'S JOINDER BEING GRANTED AND NOT THE WHOLE SALE VOIDED.</p> <p>IT IS ALSO DISPUTED THAT TOBIN SAYS ONLY NINE MONTHS OF ASSESSMENTS DELINQUENT AT THAT TIME SO THERE WAS NO SUB-PRIORITY PIECE OF THE LIEN THAT COULD BE VALIDLY FORECLOSED ON.</p> <p>IT IS ALSO DISPUTED THAT NSM HAS ANY STANDING TO BE IN THE CASE AT ALL. NSM HAD NO VALID RECORDED CLAIM AS ITS 12/1/14 RECORDED ASSIGNMENT WAS WORTHLESS GIVEN THAT BANA HAD NO INTEREST TO CONVEY AS IT HAD ASSIGNED ITS INTEREST TO WF ON 9/9/1. NSM DID NOT DISCLOSE ANYTHING TO CONTRADICT TBOBIN'S CLAIM THAT THE 4/12/12 ASSIGNMENT TO BANA WAS VALID WHEN THERE WAS NO NOTARY RECORD OF IT AND IT WAS CONTRADICTED BY ALL OTHER EVIDENCE. NSM DISCLOSED NO POWER OF ATTORNEY THAT AUTHORIZED IT EXECUTING THE 12/1/14 CLAIM. NSM RESCINDED ITS ONLY CLAIM AND RECORDED IT ON 3/8/19, A WEEK AFTER DISCOVERY ENDED.</p>						

Miles, Bauer, Bergstrom & Winters, LLP Trust Account 1231 E. Dyer Road, #100 Santa Ana, CA 92705 Phone: (714) 481-9100	Bank of America 1100 N. Green Valley Parkway Henderson, NV 89074 16-66/1220 1020 13-H0518 Loan # 82584234	19235 Date: 5/8/2013 Amount \$**** 825.00
--	---	--

Pay \$*****Eight Hundred Twenty-Five & No/100 Dollars
to the order of
RED ROCK FINANCIAL SERVICES

Check Void After 90 Days

SCA000513

Miles, Bauer tendered the super-priority of \$825 covertly on 5/8/13. Neither BANA nor Red Rock informed the Realtor, the title company or the owner of the



Miles, Bauer tender when escrow opened again on 5/10/13 on the Mazzeo \$395,000 offer which was \$6,000 higher than the outstanding balance of the loan. Further, the Mazzeo escrow had instructions to pay the HOA the \$3,055.47 that Red Rock demanded on 5/29/13.

Page 6 5/20/19 Proudfit Declaration

- 12 28. On May 10, 2013, the Mazzeo made a purchase offer of \$395,000 which was accepted
13 pending lender approval.
- 14 29. On May 29, 2013, Red Rock Financial Services responded to a payoff demand claiming
15 \$3,055.47 was due to the HOA, and this figure was provided to Ticor Title for payment out of
16 escrow.
- 17
- 18 30. No one at Proudfit Realty evaluated whether the amount demanded for the HOA was
19 accurate or authorized, but simply forwarded what Red Rock sent to Ticor Title.
- 20
- 21 31. Ticor Title modified the HUD-1 Settlement Statement on June 5, 2013, to reflect that
22 \$3,055.47 would be paid out of the Mazzeo escrow.
- 23 32. On June 24, 2013 after many B of A's document demands and rejection of the buyers'
24 pre-qualification, the Mazzeos withdrew their offer.
- 25 33. On July 10, 2013 Nona withdrew the listing.

WFZ knew or should have known, made what BANA's agent, Miles, Bauer, Bergstrom & Winters, LLP, was doing circumvented the PUD Rider remedies provision and the NRS 107.080 foreclosure notice and due process requirements.



WFZ’s false claim about NSM being BANA’s successor in interest and about the rejection of the Miles Bauer tender of the \$825 super-priority damaging NSM are the central false claims underlying the super-priority scam perpetrated by WFZ allegedly on behalf of NSM.

Page 4 1/11/16 complaint –

Red Rock indisputably rejected Miles Bauer’s 5/8/13 \$825 check intended to be tendered on behalf of BANA, not Nationstar or Wells Fargo.

12 On or about April 30, 2013, Nationstar’s predecessor-in-interest, through prior counsel
13 Miles, Bauer, Bergstrom & Winters, LLP (hereinafter, “MBBW”), requested a current HOA
14 super priority lien payoff demand and account ledger from the HOA Trustee.

15 Based on the information provided by the HOA Trustee, on or about May 8, 2013,
16 MBBW, on behalf of BANA, delivered a check to the HOA Trustee for \$825.00. This amount
17 represented MBBW’s calculation of the super priority portion of the lien the HOA was claiming
18 against the Property. The HOA and HOA Trustee rejected the funds tendered by BANA without
19 comment.

What is disputed is whether the PUD Rider Remedies provision limits a lender’s recovery of delinquent assessments actually paid plus interest at the note rate ONLY IF the lender forecloses in the manner proscribed by NRS 107.080.

6 **19.** A lender or holder, such as Nationstar, has a right to cure a delinquent
7 homeowner’s association lien in order to protect its security interest in the Property.



Page 3 of 1/11/16 COMP,

WFZ alleges the Miles Bauer \$825 tender was made on behalf of NSM even though WFZ knows that the 12/1/14 recorded claim that NSM was BANA's successor-in-interest is false.

- 9 **11.** On or about April 30, 2013, Nationstar's predecessor-in-interest, through prior
10 counsel Miles, Bauer, Bergstrom & Winters, LLP (hereinafter, "MBBW"), requested a current
11 HOA super priority lien payoff demand and account ledger from the HOA Trustee.
- 12 **12.** Based on the information provided by the HOA Trustee, on or about May 8,
13 2013, MBBW, on behalf of Nationstar, delivered a check to the HOA Trustee in the amount of
14 \$825.00.
- 15 **13.** This amount represented the super priority portion of the lien the HOA was
16 claiming against the Property.
- 17 **14.** The HOA and HOA Trustee rejected the funds tendered by Nationstar without
18 legal basis.



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03/27/2017 02:09:02 PM

Alvin D. Quinn
CLERK OF THE COURT

1 WRIGHT, FINLAY & ZAK, LLP
2 Dana Jonathon Nitz Esq.
3 Nevada Bar No. 0050
4 Michael S. Kelley, Esq.
5 Nevada Bar No. 10101
6 7785 W. Sahara Ave., Suite 200
7 Las Vegas, NV 89117
8 (702) 475-7964; Fax: (702) 946-1345
9 mkelley@wrightlegal.net
10 *Attorneys for Defendant in Intervention/Counterclaimant, Nationstar Mortgage, LLC*

DISTRICT COURT
CLARK COUNTY, NEVADA

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

14 Plaintiffs,

15 vs.

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

21 Defendants.

22 NATIONSTAR MORTGAGE, LLC,

23 Counterclaimant,

24 vs.

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

Counter-Defendants.

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

**DECLARATION OF NATIONSTAR
MORTGAGE, LLC IN SUPPORT OF
NATIONSTAR'S OPPOSITION TO
OPPORTUNITY HOMES, LLC'S
MOTION FOR SUMMARY JUDGMENT**

**WFZ knew that Nationstar
was the servicer and knew
that the claims WFZ was
making about NSM being
the beneficiary of the
7/22/04 Hansen deed of
trust were false..**



Page 2 - 3/27//17 DECL

4 2. In the regular performance of my job functions for Nationstar, I have access to
5 and I have personally reviewed Nationstar's pertinent business records relating to home loans it
6 services.

Page 3 - 3/27//17 DECL

2 5. Attached hereto as **Exhibit 1** is a true and correct copy of Nationstar's Detail
3 Transaction History for the Hansen Loan. The Detail Transaction History accurately reflects,
4 among other things, all amounts expended by Nationstar for the Hansen Loan while Nationstar
5 was the servicer of the Hansen Loan. Between August 2014 and June 2015, the Detail
6 Transaction History accurately identifies that Nationstar made three payments for property
7 taxes of \$840.23 each on September 18, 2014, December 19, 2014, and February 10, 2015, and
8 a payment in the amount of \$3,705.00 on December 9, 2014, for property insurance.

9 6. I declare under penalty of perjury under the laws of the State of Nevada that the
10 foregoing is true and correct. **1/11/16 WFZ falsely claimed NSM became the**
beneficiary on either 2/4/11 or 12/1/14. NSM analyst
11 **says NSM was just the servicer in 2014-2017.**

Executed on March 27, 2017.

Edward Hyne

EDWARD HYNE

Nationstar Mortgage, LLC

3/27/17 OMSJ – page 4 WFZ claimed 12/1/14 assignment was from Wells
Fargo, but showed in exhibit 6 the actual recorded 12/1/14 assignment from
BANA.



1 7. On December 1, 2014, a Corporate Assignment of Deed of Trust was recorded
2 showing Wells Fargo assigned the Deed of Trust to Nationstar.⁸

23 ⁸ A true and correct copy of the Corporate Assignment of Deed of Trust recorded as Book and
24 Instrument Number 20141201-0000518 is attached hereto as **Exhibit 6.**

Page 4 3/27/17 WFZ advanced alternate claims for relief just as it did in the 1/11/16 complaint and the 6/2/16 AACC, and the 6/3/16 recorded lis pendens. Under the first, my rights are extinguished and NSM is unharmed. Under the second option, neither NSM nor I would have been prejudiced. Akerman attorneys filed the 2/12/19 joinder in order to get rid of the second option and me so NSM would not have to produce any evidence to explain all its conflicting filed claims about when and from whom it acquired its alleged beneficial interest.

26 aside. Thus, Nationstar is seeking a declaration that (1) Opportunity Homes purchased the
27 Property at the HOA Sale subject to Nationstar's Deed of Trust and the subsequent transfers of
28 the Property are also subject to Nationstar's Deed of Trust or (2) the HOA Sale whereby

Page 7 of 13

1 Opportunity Homes purchased the Property is void and must be set aside and all subsequent
2 transfers of the Property are void and must be set aside.



Akerman directly contradicted the claim made by WFZ that the entire sale was void due to improper notices as seen on page 13 of the 6/2/16 AACC.

10 **33.** Upon information and belief, the HOA and its agent, the HOA Trustee, did not
11 comply with all mailing and noticing requirements stated in NRS 116.31162 through NRS
12 116.31168.

28 **39.** The HOA Sale was an invalid sale and could not have extinguished Nationstar's

Page 13 of 23

1 secured interest because of defects in the notices given to Nationstar, or its agents, servicers or
2 trustees, if any.



It is possible that NSM changed attorneys whenever something inconvenient needed to be erased or disappeared.

6/3/16 lis pendens page 2

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

DATED this 3rd day of June, 2016.

WRIGHT, FINLAY & ZAK, LLP

Two weeks after Akerman filed the duplicitous 2/12/19 joinder, Akerman's robo-signer, Mohamed Hameed, executed a rescission of the 12/1/14 claim NSM recorded that BANA made NSM its successor-in-interest to as the beneficiary of the Hansen 7/22/04 if it had BANA's power of attorney.

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

NSM executed the rescission as if it held BANA's undisclosed power of attorney

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

Strange signature

Witness Name: OMAR JASPERO



Inst #: 20190308-0002789
Fees: \$40.00
03/08/2019 02:12:48 PM
Receipt #: 3851599
Requestor:
NATIONSTAR MORTGAGE LLC
Recorded By: DECHO Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: PRIORITY MAIL
Ofc: MAIN OFFICE

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

APN #: 191-13-811-052

Space above for Recorder's use

Loan No: [REDACTED] 5261

NSM rescinded its only recorded claim to own the DOT one week after discovery ended and after refusing to produce proof the it owned the DOT. See 2/21/19 and 2/28 NSM RESP to ROGs and RFDs
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
12/1/14 assignment was executed by NSM as if it held BANA's undisclosed power of attorney, but forgot to mention that here.

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



Within minutes, the same robo-signer faked having the authority to execute an assignment of Wells Fargo's non-existent interest to NSM.

Both the rescission of the 12/1/14 claim to be BANA's successor in interest and the new false claim to be Wells Fargo's successor in interest were recorded on 3/8/19 and disclosed on 3/12/19, well after discovery ended on 2/28/19.

Assessor's/Tax ID No, 191-13-811-052	Inst #: 20190308-0002790
Recording Requested By: NATIONSTAR MORTGAGE DBA MR. COOPER	Fees: \$40.00
When Recorded Return To: DOCUMENT ADMINISTRATION NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD COPPELL, TX 75019	03/08/2019 02:12:46 PM Receipt #: 3851599 Requator: NATIONSTAR MORTGAGE LLC Recorded By: DECHO Pgs: 2 DEBBIE CONWAY CLARK COUNTY RECORDER Src: PRIORITY MAIL Ofc: MAIN OFFICE

CORPORATE ASSIGNMENT OF DEED OF TRUST

Clark, Nevada
SELLER'S SERVICING #: [REDACTED] 5261 "HANSEN"

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

Date of Assignment: February 25th, 2019
Assignor: 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 at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019
Assignee: NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER at 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019



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

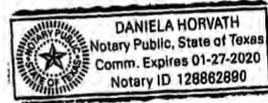
By: 
MOHAMED HAMEED, Vice-President

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

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

Dated this 28th day of February 2022.



Nona Tobin, President
Fight Foreclosure Fraud, Inc.
2664 Olivia Heights Ave.
Henderson NV 89052
(702) 465-2199
nonatobin@gmail.com



Implicated Rules of Professional Conduct

Rule 3.1. Meritorious Claims and Contentions. A lawyer shall not bring or defend a proceeding, or assert or controvert an issue therein, unless there is a basis in law and fact for doing so that is not frivolous, which includes a good faith argument for an extension, modification or reversal of existing law.

Rule 3.3. Candor Toward the Tribunal.

(a) A lawyer shall not knowingly:

(1) Make a false statement of fact or law to a tribunal or fail to correct a false statement of material fact or law previously made to the tribunal by the lawyer.

(3) Offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a witness called by the lawyer, has offered material evidence and the lawyer comes to know of its falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.

(b) A lawyer who represents a client in an adjudicative proceeding and who knows that a person intends to engage, is engaging or has engaged in criminal or fraudulent conduct related to the proceeding shall take reasonable remedial measures, including, if necessary, disclosure to the tribunal.

Implicated ABA Standards for Imposing Lawyer Sanctions

6.1 False statements, Fraud, and Misrepresentations

6.11 Disbarment is generally appropriate when a lawyer, with the intent to deceive the court, makes a false statement, submits a false document, or improperly withholds material information, and causes serious or potentially serious injury to a party, or causes a significant or potentially significant adverse effect on the legal proceeding.

EXHIBIT A

Declaration of Doug Proudfit Exhibits List

Exhibit	Description	Bates	
	6/14/16 Sworn Declaration – Linda Proudfit –9 folders , 311 Pages “true, correct and complete” for listing of 2763		
	4/4/12 Assignment of Deed of Trust, recorded 4/12/12		
	8/8/12 Sparkman RPA & 8/10/12 counter offer		
	Short sale approved to 11/28/12		
	10/22/12 HUD-1 draft Settlement Statement		
	10/29/12 notice – BANA is servicer, Wells Fargo beneficiary		
	County Recorder property record search of liens NODs		
	11/12/12 transmit memo RRFS collection notice to Ticor Title and RRFS ledger, dated 11/5/12		
	1/5/13 email from buyers’ agent to Proudfit re BANA causing problems with sale		
	1/9/13 BANA notice to estate “Decline – Investor denied”		
	1/27/13 Proudfit email to buyer & seller “rejections are not coming from B of A, the servicer, but from the investors”		
	5/7/13 Tobin transmittal and notice to BANA to protect its interest because “I am done doing so”		
	5/10/13 Mazzeo \$395,000 RPA p. 1 of 11		
	5/29/13 RRFS gave payoff figure of \$3,055.47 to Proudfit		
	5/29/13 W-9 for RMI LLC dba Red Rock Financial Services		
	6/7/13 short sale hardship letter		
	7/10/13 cancel listing		
	9/14/13 Tobin email re BANA DIL rejection		
	10/1/13 Tobin email re BANA securing property without foreclosing		

PROUDFIT DECL WAS FILED INTO A-15-720032-C ON 5/23/19 AS EXHIBIT 3 TO TOBIN'S REPLY IN SUPPORT OF HER 4/29/19 MOTION TO RECONSIDER THE 4/18/19 ORDER, BUT THIS & 500 PAGES OF EVIDENCE WERE MISCONSTRUED BY THE COURT IN THE 5/31/19 DENIAL ORDER.

1 **DECL**
2 MICHAEL R. MUSHKIN
3 Nevada Bar No. 2421
4 L. JOE COPPEDGE
5 Nevada Bar No. 4954
6 MUSHKIN CICA COPPEDGE
7 4475 S. Pecos Road
8 Las Vegas, NV 89121
9 Telephone: 702-386-3999
10 Facsimile: 702-454-3333
11 Michael@mushlaw.com
12 Joe@mushlaw.com
13 *Attorneys for Nona Tobin, an individual and
14 as Trustee of the Gordon B. Hansen Trust*

Second, even if the Court reviews the substance of the pleadings before the court and in the record, reconsideration is not warranted. The substantial exhibits that have been submitted in the case demonstrate that Nona Tobin as Trustee of the Trust was aware of the foreclosure and did not seek to stop the foreclosure. The May 2, 2019 Order, without addressing superpriority, establishes the HOA had a valid lien and properly noticed the foreclosure sale.

The Motion for Reconsideration is therefore **DENIED. IT IS SO ORDERED.**

Dated this 30 day of May, 2019.

 JOANNA S. KISHNER

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

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

15 Plaintiffs,

16 vs.

17 BANK OF AMERICA, N.A.,

18 Defendant.

19 _____
20 NATIONSTAR MORTGAGE, LLC,
21 Counter-Claimant,

21 vs.

22 JIMI JACK IRREVOCABLE TRUST;
23 Counter-Defendant

24 _____
25 NONA TOBIN, an individual, Trustee of
26 the GORDON B. HANSEN TRUST, dated
27 8/22/08

26 Cross-Claimant,

27 vs.

Case No.: A-15-720032-C

Department: XXXI

Consolidated with: A-16-730078-C

**PROUDFIT DECLARATION IN
SUPPORT OF NONA TOBIN'S
MOTION TO RECONSIDER SUN
CITY ANTHEM'S MOTION FOR
SUMMARY JUDGMENT AND
NATIONSTAR' MORTGAGE LLC'S
JOINDER THERETO**

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JOEL A. STOKES and SANDRA F. STOKES, as trustees of the JIMI JACK IRREVOCABLE TRUST; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC., Yuen K. Lee, an individual, d/b/a Manager, F. Bondurant, LLC, and DOES 1-10 AND ROE CORPORATIONS 1-10, inclusive

Cross-Defendant.

DECLARATION OF DOUGLAS PROUDFIT

L. DOUGLAS PROUDFIT, hereby declare under penalty of perjury, under the law of the State of Nevada that the following assertions are true.

1. I am an adult duly competent to testify as to the matters contained herein.
2. I reside with my wife Linda at 2574 Forest City Drive, Henderson, NV 89052, in Sun City Anthem.
3. We have been members in good standing of Sun City Anthem since July, 2000.
4. I was a real estate broker licensed to practice in the State of Nevada.
5. My wife Linda Proudfit, and I owned Proudfit Realty, that became Windermere Real Estate/Proudfit Realty now that we are retired.
6. I was the listing broker/salesperson with an Exclusive Right to Sell (listing agreement) 2763 White Sage Drive, from mid-February 2012 through July, 2013.
7. I make this sworn declaration in lieu of providing testimony at the trial I have been told in scheduled in June because we will be out of state until October and unavailable.

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8. All of the 311 files and 9 folders provided to Nona Tobin that we had in our possession related to the client “The Gordon B. Hansen Trust, Dated August 22, 2008, Nona Tobin, Successor Trustee” were certified by Linda Proudfit on June 14, 2016 as “a true, correct and a complete copy of any and all documents”.

9. I have reviewed the pertinent documents from the certified file and have used them, as well as some emails exchanged with Nona Tobin after the listing agreement ended, as the basis for my statements in this sworn declaration.

10. On August 8, 2012, a purchase offer of \$310,000 was received from the Sparkmans.

11. On August 10, 2012, Nona Tobin signed a counter offer accepting the price, subject to lender approval, and making the statement “Buyer understands the term ‘seller’ in the RPA (Residential Purchase Agreement) refers to ‘lender’...” when referring to seller’s costs.

12. On August 13, 2012, an assignment of the Western Thrift Deed of Trust, to Bank of America, recorded on April 12, 2012 was added to our files.

13. On October 29, 2012 Ticor Title notified me that the short sale had been approved and attached a HUD-1 Settlement Statement, dated 10/22/12, that estimated approximately \$3,400 would be paid out of escrow to the HOA for assessments and various fees and charges.

14. On November 4, 2012, Nona Tobin faxed to our office a notice that had been sent to the estate of Gordon Hansen, 2664 Olivia Heights Ave., with notice that the mortgage was in default and that Wells Fargo had standing to foreclose.

15. According to our records and the records of the Clark County Recorder’s Office I reviewed, neither Bank of America nor Wells Fargo ever initiated foreclosure by serving or recording a notice of default.

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16. On January 5, 2013, Linda Chain sent me an email with the subject “White Sage Counter and Transaction History” which listed the many unreasonable counter-offers made by B of A in response to:

Aug 8, 2012-A successful Purchase Agreement was entered in to between buyer and seller of record for a price of \$310,000

Nov 12, 2012 B of A (1st) countered the purchase price at \$395,000 with a COE of 12/12/12

17. Linda Chain described the realities of the market

Doug, as you know, the market value for the house has currently gone down, as sales over the last 3 months in Sun City Anthem without views are closing at an average \$118 psf, (per square foot) converting this home to \$290,280. The buyer is willing to purchase the home for the appraised value of \$310,000, and not anymore, as he does not want to be underwater from the day of ownership.

18. On January 9, 2013, Bank of America sent me notice that the short sale was rejected.

19. On January 27, 2013 I wrote an update on this difficult sale that documented the problems we had in getting the Sparkman escrow closed, which stated, in part,

We all should understand that the rejections we have experienced on this sale were not coming from B of A as the ‘servicer’ but from the investors who own the loan and want more money from the sale. Last week, Fidelity chose this White Sage sale as the FIRST file to be forwarded to the B of A resolution review team due to the totally unreasonable treatment we (and they) have received from investors. Agreeing to a price, then demanding more, etc. Also, our B of A ‘negotiator’ is in reality simply one who forwards information but in fact does no ‘negotiating’.

20. On April 3, 2013 the Sparkmans cancelled their offer and their earnest money deposit was refunded.

21. In our files, there is a May 7, 2013 letter from Nona Tobin to Bank of America Home Loan Assumptions Department wherein she transmitted documents B of A.

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22. She made a mistake in listing the first attachment as the “Deed of Trust transferring the property title into the name of the Gordon B. Hansen Trust, dated August 22, 2008”.

23. The Grant, Sale Bargain Deed she provided to B of A was not the Deed of Trust that B of A had requested.

Ms. Murillo informed me that B of A had not accepted the short sale because they are missing a copy of a court approved document that indicated I was the appropriate representative for them to speak to on behalf of the estate. After some discussion, it became clear that the document the bank was requesting was the Deed of Trust, dated August 22, 2008, which transferred the property into the name of the Gordon B. Hansen Trust....

24. This May 7 2013 letter was faxed to B of A from the Proudfit Realty office at Nona’s request as during this time period B of A used faxes instead of email for the volumes of documents that were demanded.

25. Nona Tobin warned B of A of the Red Rock notice of default that she was finished paying to protect the bank’s investment.

Additionally, there are two other entities with whom I have communicated whose actions may have some impact on B of A's decisions about how to proceed.

Notice of Default and Election to Sell

While there were still funds in the Gordon B. Hansen Trust, I paid on behalf of the trust several quarters of HOA dues, Once the house was in escrow for a short sale, I stopped paying HOA dues. On March 7, 2013, on behalf of Sun city Anthem HOA, Red Rock Financial Services has filed a Notice of Default and Election to Sell after previously recording a lien against the property for said unpaid HOA dues. Those documents have apparently been sent to B of A previously, but they are attached here for your reference and as further documentation that B of A needs to take action to protect its financial interests because Gordon Hansen is deceased and I am no longer willing to attempt to facilitate the banks efforts to reduce its losses.

26. She also informed B of A that Wells Fargo had issued a 1099-c cancellation of debt for \$15,000 in 2012 and that she wanted B of A to take responsibility.

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27.

Wells Fargo Withdrawal from Short Sale

Wells Fargo sent me a letter (attached) saying that they were withdrawing from a short sale because they could not reach Mr. Hansen or his representatives. I contacted Wells Fargo and gave them the information that Mr. Hansen is deceased and that B of A had rejected the short sale. It is not clear to me what Wells Fargo's role is in this since the \$15,000 second on the property that was due Wells Fargo had been written off in 2012 and a 1099-c for cancellation of debt was issued. I submit this information to B of A in the interest of fully disclosing communications I've had with other institutions who appear to share a stake in this property with B of A and to provide their contact information. This is also a final bit of documentation to show that neither the Gordon B. Hansen Trust or I personally have any financial stake in this property, and that the preservation of the property's value is solely the responsibility of the financial institutions who do have a financial interest.

28. On May 10, 2013, the Mazzeo made a purchase offer of \$395,000 which was accepted pending lender approval.

29. On May 29, 2013, Red Rock Financial Services responded to a payoff demand claiming \$3,055.47 was due to the HOA, and this figure was provided to Ticor Title for payment out of escrow.

30. No one at Proudfit Realty evaluated whether the amount demanded for the HOA was accurate or authorized, but simply forwarded what Red Rock sent to Ticor Title.

31. Ticor Title modified the HUD-1 Settlement Statement on June 5, 2013, to reflect that \$3,055.47 would be paid out of the Mazzeo escrow.

32. On June 24, 2013 after many B of A's document demands and rejection of the buyers' pre-qualification, the Mazzeos withdrew their offer.

33. On July 10, 2013 Nona withdrew the listing.

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34. Nona told me that Bank of America's causing the \$395,000 offer to be withdrawn when only \$389,000 balance remained on the loan was ridiculous and that B of A had never even responded to her May 7, 2013 letter.

35. On July 10, 2013, Nona asked Proudfit Realty to help her do a deed in lieu when she withdrew the listing.

From: Nona Tobin [<mailto:nonatobin@gmail.com>]
Sent: Wednesday, July 10, 2013 12:27 PM
To: Doug Proudfit; Lee Cedola
Cc: Steve Hansen
Subject: Request to set up Deed-In-Lieu through Ticor for 2763 White Sage Dr.

I spoke with Gary Victory. the B of A Short Sale negotiating Team manager that contacted Linda to try to re-open the latest sale the bank botched. I informed him that the water had been turned off Monday and the electricity is going to be turned off today and that the bank's financial interest would be immediately at considerable risk unless they put the utilities into the bank's name. Gary informed me that the bank's policy was to never do anything to a vacant property other than to secure it with a lock box even though he has frequently seen significant deterioration in many properties while the bank went through its processes to take ownership or approve a sale.

I told him that I had only committed my personal funds to maintain the property during the last short sale attempt so that Proudfit Realty could complete the short sale and get their commission and reimburse me, but given the extreme nature of the bank's lack of cooperation of the last two bank-rejected sales, I am unwilling to go any further. I asked him if Proudfit Realty had a potential buyer and they wanted to pay the utilities until the sale was complete should they contact him (Gary Victory) directly in order to expedite the process in the 15 days he mentioned to Linda that he could get a deal closed.

Gary said that Linda misunderstood what he was referring to when he said his team could complete the process in 15 days. What would actually happen is a new offer would be submitted and whatever negotiating team was assigned would get 15 days, then it would go to a review team, then to investors and some other steps before the bank's allowed up to 45 days escrow process would begin.

Basically, the whole thing would start over.

Since this is obviously such an undesirable option, I can't imagine you would really want to consider it. Of course, if you did because you felt it would be worth

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it to finally get a commission, i will hang in there to sign documents to that end, but I will not continue to pay anything out of pocket.

Gary gave me a number at B of A to call [\(866\)880-1232](tel:8668801232) when I told him it was my intention to give the bank the deed in lieu of foreclosure. However, he described the response I would get from them at that number as providing me with information about the loan modification or other programs the Trust might qualify for. This is of no interest to me so I did not call that number. At this stage, I have no further patience for the bank's Byzantine procedures and simply want to extricate myself and the Trust from any future dealings with them.

My request is for you to assist me in ending this tortuous process and to have you via Ticor do whatever is legally required to have the Trust give the property deed to the bank in lieu of foreclosure.

I am here though the end of the month and can sign any documents that are required, but I believe you have all the documents that I have had representing the Trust so I don't need to supply anything additional at this point.

I do not have any keys to the property, and I have not been on it in over a year, but I know that the caretaking I have provided through you and others has left the property in pristine condition up to this point. I am concerned, however, that the bank's policy to take no constructive action to protect this property during vacancy and ownership transition could be problematic if this deed transfer is not done swiftly.

I informed Gary Victory that the property is uninsured and that given the 110 degree temperatures now, the pool will turn green, the plants will turn brown, and the value of the bank's financial interest will go into a precipitous decline. Just as he informed me that the bank's policy of neglect was firm, I informed him that I have no legal liability personally, and further, on behalf of the Trust, I will take no further action to protect the bank's financial interests.

Thank you for all your efforts. I am sorry that the bank's obstructiveness rendered them fruitless.

Nona Tobin
Successor Trustee of the Gordon B. Hansen Trust

36. In preparing this declaration, Nona Tobin asked me if Proudfit Realty had been given notice that B of A had tendered \$825 for nine months of assessments or if I had ever heard of Miles Bauer.

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37. I told her I don't recall either and would have to review our records which she then provided.

38. After reviewing the file, neither Linda Proudfit nor I discovered any indication in the files or our memories that anyone at Proudfit Realty was notified that B of A tendered any amount directly to Red Rock Financial Services instead of going through us.

39. Ticor Title handled both escrows and there are no files or notes to indicate that B of A, or any agent of B of A, offered to put any amount for assessments into escrow.

40. Nona handled the deed in lieu process herself, and I didn't hear any more about it until she sent me an email on September 14, 2013 telling me that it had been denied.

"B of A has just refused the deed in lieu on Bruce's house because Wells Fargo still has a lien on the title for the \$15000 second even though WF wrote that off and issued a 1099c on it in 2012 when the house sold the first time. B of A's contractor acted as if I should be able to fix this. Is there anything in your file or experience that could help me? Or should I just ignore them?"

41. She emailed again on September 29, 2013

"I don't know if i told you before i left for Mexico that the B of A vendor handling the deed in lieu notified me that they were closing the file and not accepting the deed. The reason was that Wells Fargo wrote off the \$15,000 second when the house seemed to be sold in 2012, but then when the sale fell, they didn't clear the title.

Anyway, i got a call from City of Henderson Code Enforcement while I was gone that they noticed that there was a lock box on the house now. I don't know why they were out at the house since they drained the pool weeks ago, but anyway, my question is: is that your lock box? If not, does the bank have a right to secure the property away from me without going through foreclosure and otherwise getting completely off my back?

It doesn't seem like they should be able to have their cake and eat it to."

42. I told her in an October 1, 2013 email,

"Nona, I've never heard of a lender securing the house before foreclosing."

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43. Nona’s October 4, 2013 email was a request for a real estate attorney to make a claim on the proceeds from the sale:

“Could you recommend a good real estate attorney? I want to file a claim on Bruce’s house for the portion between the \$63,000 foreclosure amount and the amount Red Rock financial collected for the \$2,000 delinquent HOA fees plus their collection costs.”

44. I gave her a recommendation, and after that I was no longer involved.

45. Because neither Bank of America or the investor approved the property to be sold, neither I nor anyone at Proudfit Realty or Ticor Title ever received a penny in compensation for a year and a half of work.

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

Dated this 20th day of May, 2019.

DocuSigned by:
Douglas Proudfit
56981B91DA4F4...
Doug Proudfit

BRIAN SANDOVAL
Governor

STATE OF NEVADA



BRUCE H. BRESLOW
Director

JOSEPH (JD) DECKER
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION

<http://red.nv.gov/>

SWORN DECLARATION

I, LINDA PROUDFIT, declare under penalty of
(Print Name)

perjury under the law of the State of Nevada, that the documents submitted
herewith consisting of 311 pages are a true, correct, and complete copy of
any and all documents for 311 files and 9 FOLDERS

The Gordon B. Hensen Trust, Dated August 22, 2008, Nona Tobin, Successor Trustee

(Client name)

2763 White Sage Drive, Henderson, NV 89052

(Transaction Address, City, State, Zip code)

Executed on June 14, 2016
(date)

Linda Proudfit
(signature)

2501 E. Sahara Avenue, Suite 102 Las Vegas, Nevada 89104 (702) 486-4033 • Fax (702) 486-4275

Inst #: 201204120001883
Fee: \$18.00
N/C Fee: \$0.00
04/12/2012 01:18:36 PM
Receipt #: 1128316
Requestor:
FIRST AMERICAN
Recorded By: SOL Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

Recording Requested By:
Bank of America
Prepared By: Dianna De Avila
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036

DocID# 4068258423414993
Tax ID: 191-13-811-052
Property Address:
2763 White Sage Dr
Henderson, NV 89052-7093
NVO-ADT 17710927 4/2/2012

(2)

This space for Recorder's use

MIN #: 100052550018523257

MERS Phone #: 888-679-6377

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 9863 OLD ANNAPOLIS, COLUMBIA, MD 21045 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender: WESTERN THRIFT & LOAN
Made By: GORDON B. HANSEN, AN UNMARRIED MAN
Trustee: JOAN H. ANDERSON
Date of Deed of Trust: 7/15/2004 Original Loan Amount: \$436,000.00

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

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

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

APR 04 2012

MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC.

By: Gordon B. Hansen
Assistant Secretary

State of California
County of Ventura

On APR 04 2012 before me, Teresa D. Williams, Notary Public, personally appeared
YOU DA CRAIN

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

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

WITNESS my hand and official seal.


Notary Public: Teresa D. Williams (Seal)
My Commission Expires: 12-31-2014



DocID# 4068258423414993

ORIGINAL



RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: August 8, 2012

James D. Sparkman, Sylvia J. Sparkman ("Buyer"), hereby offers to purchase
2763 White Sage, Henderson, NV 89052 ("Property"),
within the city or unincorporated area of Henderson, County of Clark,
State of Nevada, Zip 89052, A.P.N. # 191-13-911-052 for the purchase price of \$ 310,000.00
(Three Hundred Ten Thousand dollars) ("Purchase Price") on the terms
and conditions contained herein:

BUYER does -OR- does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 5,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is presented with this offer -OR-

(NOTE: It is a felony in the State of Nevada-punishable by up to four years in prison and a \$5,000 fine-to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

\$ N/A B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) _____. The
additional deposit will -OR- will not be considered part of the EMD. (Any conditions on the additional
deposit should be set forth in Section 28 herein.)

\$ 232,500.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON
THE FOLLOWING TERMS AND CONDITIONS:
 Conventional, FHA, VA, Other (specify) _____
Interest: Fixed rate, _____ years -OR- Adjustable Rate, _____ years. Initial rate of interest not to
exceed _____ %. Initial monthly payment not to exceed \$ _____, not including taxes, insurance
and/or PMI or MIP.

\$ N/A D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE
FOLLOWING EXISTING LOAN(S):
 Conventional, FHA, VA, Other (specify) _____
Interest: Fixed rate, _____ years -OR- Adjustable Rate, _____ years. Initial rate of interest not to
exceed _____ %. Monthly payment not to exceed \$ _____, not including taxes, insurance and/or PMI or MIP.

\$ N/A E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS
IN "FINANCING ADDENDUM."

\$ 72,500.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to
Close of Escrow ("COE").

\$ 310,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees
and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendums or counteroffer.

Buyer's Name: James D. Sparkman, Sylvia J. Sparkman BUYER(S) INITIALS: JDS, SJS

Property Address: 2763 White Sage Henderson, NV 89052 SELLER(S) INITIALS: None

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COUNTER OFFER
NO. 1

ATTENTION: Linda Chain COMPANY: RE/MAX Benchmark Realty
(Agent) (Name)

The Offer Counter Offer made by: Seller Buyer James D Sparkman
Sylvia J Sparkman
(Name)

to Buy Sell the real property commonly known as: 2763 White Sage Dr.
Henderson, NV 89052-7093

dated: August 8, 2012 is not accepted in its present form, but the following Counter Offer is hereby submitted:

1. Buyer understands the term "Seller" in the RPA refers to 'lender' regarding items marked as 'paid by seller' in item 7 A, line 38, 40 & 41 of page 3 of 11 of RPA.

ADDITIONAL PAGE(S) ATTACHED. This Counter Offer is not complete without the additional additional terms on the attached page(s).

OTHER TERMS: All other terms to remain the same as original Residential Purchase Agreement plus terms agreed to in Counter Offer(s) No. ////////////////////.

EXPIRATION: Buyer Seller must respond by: 5:00 AM PM on (month) August, (day) 12, (year) 2012. Unless this Counter Offer is accepted by execution below and delivered to the Buyer's Seller's Broker before the above date and time, this Counter Offer shall lapse and be of no further force and effect.

Date: 08/10/2012

Buyer Seller Gordon B. Hansen Trust Signature

Time: 12:00 pm

Nona J. Tobin
 Buyer Seller Nona Tobin, Tr Signature

The undersigned Buyer Seller hereby:
_____ accepts the Counter Offer;
_____ accepts the terms of this Counter Offer subject to the attached Counter Offer No. _____ ; or
_____ rejects the Counter Offer.

Date: _____

Buyer Seller James D Sparkman Signature

Time: _____

Buyer Seller Sylvia J Sparkman Signature

1 5. ESCROW:

2 A. OPENING OF ESCROW: The purchase of the Property shall be consummated through Escrow
3 ("Escrow"). Opening of Escrow shall take place by the end of one (1) business day after execution of this Agreement
4 ("Opening of Escrow"), at TIGPE title or escrow company ("Escrow Company" or
5 "ESCROW HOLDER") with Nickia Salgado ("Escrow Officer") (or such other escrow officer as
6 Escrow Company may assign). Opening of Escrow shall occur upon Escrow Company's receipt of this fully accepted
7 Agreement and receipt of the EMD (if applicable). ESCROW HOLDER is instructed to notify the Parties (through their
8 respective Brokers) of the opening date and the Escrow Number.
9

10 B. EARNEST MONEY: Upon Acceptance, Buyer's EMD as shown in Section 1(A), and 1(B) if applicable, of
11 this Agreement, shall be deposited per the Earnest Money Receipt Notice and Instructions contained herein.
12

13 C. CLOSE OF ESCROW: Close of Escrow ("COE") shall be on (date) 30 days from us approval
14 if the designated date falls on a weekend or holiday, COE shall be the next business day.
15

16 D. IRS DISCLOSURE: Seller is hereby made aware that there is a regulation which became effective January
17 1, 1987, that requires all ESCROW HOLDERS to complete a modified 1099 form, based upon specific information known
18 only between parties in this transaction and the ESCROW HOLDER. Seller is also made aware that ESCROW HOLDER is
19 required by federal law to provide this information to the Internal Revenue Service after COE in the manner prescribed by
20 federal law.
21

22 E. FIRPTA: If applicable (as designated in the Seller's Response herein), Seller agrees to complete, sign, and
23 deliver to ESCROW HOLDER a certificate indicating whether Seller is a foreign person or a nonresident alien pursuant to the
24 Foreign Investment in Real Property Tax Act (FIRPTA). A foreign person is a nonresident alien individual; a foreign
25 corporation not treated as a domestic corporation; or a foreign partnership, trust or estate. A resident alien is not considered a
26 foreign person under FIRPTA. Additional information for determining status may be found at www.irs.gov. Buyer and Seller
27 understand that if Seller is a foreign person then the Buyer must withhold a tax in an amount to be determined by ESCROW
28 HOLDER in accordance with FIRPTA, unless an exemption applies. Seller agrees to sign and deliver to the ESCROW
29 HOLDER the necessary documents, to be provided by the ESCROW HOLDER, to determine if withholding is required. (See
30 26 USC Section 1445).
31

32 6. TITLE INSURANCE: Upon COE, Buyer will be provided with the following type of title insurance policy:
33 CLTA; ALTA-Residential; -OR- ALTA-Extended (including a survey, if required).
34

35 7. PRORATIONS, FEES AND EXPENSES (Check appropriate box):

36 A. TITLE AND ESCROW FEES:

37 TYPE	PAID BY SELLER	PAID BY BUYER	50/50	N/A
38 Escrow Fees	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39 Lender's Title Policy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40 Owner's Title Policy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41 Real Property Transfer Tax	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42 Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

44 B. PRORATIONS:

45 TYPE	PAID BY SELLER	PRORATE	N/A
46 CIC (Common Interest Community) Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
47 CIC Periodic Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
48 SIDs / LIDs / Bonds / Assessments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
49 Sewer Use Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
50 Trash Service Fees	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
51 Real Property Taxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
52 Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

54 All prorations will be based on a 30-day month and will be calculated as of COE. Prorations will be based upon figures
55 available at closing. Any supplements or adjustments that occur after COE will be handled by the parties outside of Escrow.
56

57 Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a
particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: James D. Sparkman, Sylvia J. Sparkman BUYER(S) INITIALS: JDS, SSJ

Property Address: 2763 White Sage
Las Vegas, NV 89052 SELLER(S) INITIALS: NSM

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Nona Tobin <nonatobin@gmail.com>

FW: *APPROVAL***#12163955 MSA | 2763 WHITE SAGE DRIVE**

1 message

Lee Cedola <lee@proudfitrealty.com>
To: "nonatobin@gmail.com" <nonatobin@gmail.com>
Cc: Doug Proudfit <doug@proudfitrealty.com>

Mon, Oct 29, 2012 at 3:57 PM

Hello Nona:

Please be sure to sign the acceptance letter from the **second lien holder as soon as possible** and return to our office so we can forward to title.

Thank you

From: Doug Proudfit
Sent: Monday, October 29, 2012 3:08 PM
To: Nona Tobin (nonatobin@gmail.com)
Cc: Lee Cedola
Subject: FW: ***APPROVAL***#12163955 MSA | 2763 WHITE SAGE DRIVE

Nona, looks like the bank has approved the sale, more details to follow.

Douglas Proudfit

Proudfit Realty

Owner/Broker

Cell: 702.526.8000

Office: 702.453.7653

Fax: 702.446.8325

From: Stowell, Tracy [mailto:tracy.stowell@ticontitle.com] **On Behalf Of** SSPU
Sent: Monday, October 29, 2012 2:55 PM
To: Doug Proudfit
Cc: Salgado, Mickie
Subject: ***APPROVAL***#12163955 MSA | 2763 WHITE SAGE DRIVE

TOBIN. 4212

he short sale has been approved.

Attached please find the approval letter and the HUD-1.

This approval is good through 11/28/2012

I am still working on the 1st lien approval. I will forward this approval and HUD to the 1st lienholder and advise you of an update as soon as one is available.

Deficiency Waiver: YES

If you have any further questions pertaining to the short sale approval, please feel free to contact us directly. Any escrow related questions such as; signing appointments, ordering HOA demands, etc should be directed to your escrow officer, Mickie Salgado.

HUD Approval Instructions: Fax a HUD to 855-457-6314 48 hours prior to closing

Extensions

In the event an extension is needed, please forward email request to sspu@ticortitle.com and include the following:

1. Addendum signed by all parties reflecting new close of escrow date
2. Provide the reason the extension is being requested

Please keep in mind that extensions are NOT guaranteed.

Appraisal Issue

If the property does not appraise and you would like the bank to consider a price reduction, please forward the following items to SSPU@TICORTITLE.COM:

1. Copy of the appraisal
2. Addendum signed by all parties reflecting the new sales price

Please keep in mind that price reductions from the bank are NOT guaranteed and in some cases take 3 weeks or longer to hear back from the bank.

We look forward to assisting you on your next short sale transaction!

TOBIN. 4213

5/16/2019

Gmail - FW: ***APPROVAL***#12163955 MSA | 2763 WHITE SAGE DRIVE

Thank You!!

Tracy Stowell 

"Helping make the short sale process short"

2 attachments

 **2nd Lien Approval 10 29 12.pdf**
478K

 **hud with the seller's name corrected.pdf**
33K

TOBIN. 4214



A. Settlement Statement (HUD-1)

Ticor Title of Nevada, Inc.
2200 Paseo Verde Pkwy, Suite 190
Henderson, NV 89052

OMB Approval No. 2502-0265

B. Type of Loan

1. FHA 2. RHS 3. Conv. Unins. 6. File Number: 12163955-016 MSA 7. Loan Number: 8. Mortgage Insurance Case Number:

4. VA 5. Conv. Ins.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name of Borrower: James D Sparkman
Sylvia J Sparkman

Address of Borrower:

E. Name of Seller: Nona Tobin Successor trustee of Gordon B Hansen Trust

Address of Seller:

F. Name of Lender:
Address of Lender:

G. Property Location: 2763 White Sage,
Henderson, NV 89052
Clark 191-13-911-052

H. Settlement Agent: Ticor Title of Nevada, Inc.
(702) 932-0809
2200 Paseo Verde Pkwy, Suite 190, Henderson, NV 89052

Place of Settlement: Ticor Title of Nevada, Inc.
(702) 932-0809
2200 Paseo Verde Pkwy Suite 190 Henderson, NV 89052

I. Settlement Date: 10/15/2012 **Proration Date:** **Funding Date:** **Disburse Date:**

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	310,000.00	401. Contract sales price	310,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	5,581.40	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109. HOA		409. HOA	
110. SEWER		410. SEWER	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
120. Gross Amount Due from Borrower	315,581.40	420. Gross Amount Due to Seller	310,000.00
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	5,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	23,687.87
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan to Short sale payoff estimate	274,187.13
205.		505. Payoff of second mortgage loan to Short sale 2nd mortgage payoff	3,000.00
206. Seller Paid Transfer Tax	1,581.00	506. Seller Paid Transfer Tax	1,581.00
207. Seller Paid Owners Policy	1,344.00	507. Seller Paid Owners Policy	1,344.00
208. Seller Paid Loan Charges	6,200.00	508. Seller Paid Loan Charges	6,200.00
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	14,125.00	520. Total Reduction Amount Due Seller	310,000.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	315,581.40	601. Gross amount due to seller (line 420)	310,000.00
302. Less amounts paid by/for borrower (line 220)	14,125.00	602. Less reductions in amount due seller (line 520)	310,000.00
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	301,456.40	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	0.00

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
700. Total Real Estate Broker Fees					
Division of commission (line 700) follows:					
701. \$ 9,300.00	to Proudfit Realty				
702. \$ 9,300.00	to Re/Max Benchmark Realty				
703. Commission paid at settlement					
704.					18,600.00
800. Items Payable in Connection with Loan					
801. Our origination charge	\$		(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$		(from GFE #2)		
803. Your adjusted origination charges			(from GFE A)		
804. Appraisal fee			(from GFE #3)		
805. Credit report			(from GFE #3)		
806. Tax service			(from GFE #3)		
807. Flood certification			(from GFE #3)		
808.			(from GFE #3)		
900. Items Required by Lender to Be Paid In Advance					
901. Daily interest charges from to @ \$ /day			(from GFE #10)		
902. Mortgage insurance premium for 0 months to			(from GFE #3)		
903. Homeowner's insurance for years to Estimated Need Invoice			(from GFE #11)		
904.				800.00	
1000. Reserves Deposited with Lender					
1001. Initial deposit for your escrow account			(from GFE #9)		
1002. Homeowner's insurance months @ \$	\$				
1003. Mortgage insurance months @ \$	\$				
1004. Property taxes months @ \$	\$				
1005. months @ \$	\$				
1006. months @ \$	\$				
1007. Aggregate adjustment	\$				
1100. Title Charges					
1101. Title services and lender's title insurance			(from GFE #4)	616.00	
1102. Settlement or closing fee to Titor Title of Nevada, Inc.	\$ 605.00				955.00
1103. Owner's title insurance to Titor Title of Nevada, Inc.	\$ 1,478.40		(from GFE #5)	1,478.40	
1104. Lender's title insurance to Titor Title of Nevada, Inc.	\$				
1105. Lender's title policy limit \$					
1106. Owner's title policy limit \$310,000					
1107. Agent's portion of the total title insurance premium to Titor Title of Nevada, Inc.	\$ 1,300.99				
1108. Underwriter's portion of the total title insurance premium to Chicago Title Insurance Company	\$ 177.41				
1109. Property Inspection Fee to Simplifile				75.00	
1110. Service Fee-Recording to Titor Title of Nevada, Inc.	\$ 11.00				
1113. Endorsement Fee to Titor Title of Nevada, Inc.				50.00	
1114.					
1119.					
1125.					
1126.					
1200. Government Recording and Transfer Charges					
1201. Government recording charges			(from GFE #7)	81.00	
1202. Deed \$ Mortgage \$ Release \$					
1203. Transfer taxes			(from GFE #8)	1,581.00	
1204. City/County tax/stamps	Deed \$ 1,581.00	Mortgage \$			
1205. State tax/stamps	Deed \$	Mortgage \$			
1206. Excise Tax	Deed \$				
1207. Aggregate Recording Fee to Titor Title of Nevada, Inc.	\$ 81.00				
1300. Additional Settlement Charges					
1301. Required services that you can shop for			(from GFE #8)		
1302.	\$				
1303.	\$				
1304.					
1305.					
1306. Property Taxes Dues to Clark County Treasurer					882.87
1308. HOA Transfer Fee to Estimated Need Invoice				400.00	
1309. HOA Dues/Fees to Estimated Need Invoice				200.00	2,500.00
1310. HOA Demand Fee to Estimated Need Invoice					150.00
1311. HOA Resale package fee to Estimated Need Invoice					250.00
1313. Sanitation Municipal Fee to For City Services					100.00
1314. Sewer Municipal Fee to For City Services					250.00
1317. refundable pad to be removed at closing				300.00	
1400. Total Settlement Charges (refer to lines 103, Section J and 5-2, Section K)				5,581.40	23,687.87

POCB = Paid outside of closing by Borrower POCS = Paid outside of closing by Seller POCL = Paid outside of closing by Lender POCM = Paid outside of closing by Mortgage broker

L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement	
700. Total Commission Broker Fees						
Division of commission (line 700) follows:						
701.	\$ 11,850.00	to Proudfit Realty				
702.	\$ 11,850.00	to Crown Point Realty, LLC				
703.	Commission paid at settlement					
704.					23,700.00	
800. Items Payable in Connection with Loan						
801.	Our origination charge	\$	(from GFE #1)			
802.	Your credit or charge (points) for the specific interest rate chosen	\$	(from GFE #2)			
803.	Your adjusted origination charges		(from GFE #1)			
804.	Appraisal fee		(from GFE #3)			
805.	Credit report		(from GFE #3)			
806.	Tax service		(from GFE #3)			
807.	Flood certification		(from GFE #3)			
808.						
900. Items Required by Lender to Be Paid in Advance						
901.	Daily interest charges	from	to	@ \$ /day	(from GFE #10)	
902.	Mortgage insurance premium	for 0 months to			(from GFE #3)	
903.	Homeowner's insurance	for years to Estimated Need Invoice			(from GFE #11)	
904.					800.00	
1000. Reserves Deposited with Lender						
1001.	Initial deposit for your escrow account				(from GFE #9)	
1002.	Homeowner's insurance	months @ \$	\$			
1003.	Mortgage insurance	months @ \$	\$			
1004.	Property taxes	months @ \$	\$			
1005.		months @ \$	\$			
1006.		months @ \$	\$			
1007.	Aggregate adjustment			\$		
1100. Title Charges						
1101.	Title services and lender's title insurance				(from GFE #4)	
1102.	Settlement or closing fee to Tlor Title of Nevada, Inc.	\$ 855.00		1,505.00		
1103.	Owner's title insurance to Tlor Title of Nevada, Inc.	\$ 1,734.70	(from GFE #5)	1,734.70	795.00	
1104.	Lender's title insurance to Tlor Title of Nevada, Inc.	\$ 639.00				
1105.	Lender's title policy limit \$248,000					
1106.	Owner's title policy limit \$395,000					
1107.	Agent's portion of the total title insurance premium to Tlor Title of Nevada, Inc.	\$ 2,088.86				
1108.	Underwriter's portion of the total title insurance premium to Chicago Title Insurance Company	\$ 284.84				
1109.	Property Inspection Fee to Simplifia			75.00		
1110.	Service Fee-Recording to Tlor Title of Nevada, Inc.	\$ 11.00				
1113.	Endorsement Fee to Tlor Title of Nevada, Inc.			50.00		
1114.						
1119.						
1125.						
1126.						
1200. Government Recording and Transfer Charges						
1201.	Government recording charges				(from GFE #7)	
1202.	Deed \$	Mortgage \$	Release \$		83.00	
1203.	Transfer taxes				(from GFE #8)	
1204.	City/County tax/stamps	Deed \$ 2,014.50	Mortgage \$	2,014.50		
1205.	State tax/stamps	Deed \$	Mortgage \$			
1206.	Excise Tax	Deed \$				
1207.	Aggregate Recording Fee to Tlor Title of Nevada, Inc.	\$ 83.00				
1300. Additional Settlement Charges						
1301.	Required services that you can shop for				(from GFE #6)	
1302.		\$				
1303.		\$				
1304.						
1305.						
1306.	Property Taxes Dues to Clark County Treasurer				882.87	
1307.	Home Warranty to Estimated Need Invoice			400.00		
1308.	HOA Transfer Fee to Estimated Need Invoice			400.00		
1309.	HOA Dues/Fees to Estimated Need Invoice			200.00	3,055.47	
1310.	HOA Demand Fee to Estimated Need Invoice				150.00	
1311.	HOA Resale package fee to Estimated Need Invoice				250.00	
1312.	New Member Fee to Sun City			1,317.00		
1313.	Sanitation Municipal Fee to For City Services				100.00	
1314.	Sewer Municipal Fee to For City Services				250.00	
1317.	refundable pad to be removed at closing			300.00		
1318.	Broker Administrative Commissi to Proudfit Realty				495.00	
1400.	Total Settlement Charges (other than POCB, Section 2.502, Section 4)				8879.20	29678.34

POCB = Paid outside of closing by Borrower POCB = Paid outside of closing by Seller POCL = Paid outside of closing by Lender POCM = Paid outside of closing by Mortgage broker

Payoff Addendum	
BREAKDOWN OF PAYOFF ON HUD line 504	
Payoff to: Short sale payoff estimate	Loan #:
Description	Amount
Principal Balance	274,187.13
Interest	0.00
Total Payoff	274,187.13
Total as shown on HUD line #504.	
	274,187.13

BREAKDOWN OF PAYOFF ON HUD line 505	
Payoff to: Short sale 2nd mortgage payoff	Loan #:
Description	Amount
Principal Balance	3,000.00
Interest	0.00
Total Payoff	3,000.00
Total as shown on HUD line #505.	
	3,000.00

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER(S):

James D Sparkman

Date: _____

Sylvia J Sparkman

Date: _____

SELLER(S):

Nona Tobin Successor Trustee of the Gordon B. Hansen Trust

Nona Tobin, Successor Trustee of the Gordon B. Hansen Trust

Date: _____

SETTLEMENT AGENT:

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Ticor Title of Nevada, Inc.

Date: _____

Bank of America

Home Loans

P. O. Box 940335
 Simi Valley, CA 93094-0335



AT1 -772-57490-0002280-001-1-000-000-000-000

MORTGAGOR(s): ESTATE OF GORDON HANSEN
 2864 OLIVIA HEIGHTS AVE
 HENDERSON, NV 89052-7039

Notice Date: October 30, 2012

Account No.: 82584234

Property Address:
 2763 White Sage Dr
 Henderson, NV 89052

Dear ESTATE OF GORDON HANSEN:

You are receiving this notice because your mortgage is in default, and your property will be referred to foreclosure. Bank of America, N.A. is required to notify you of the following:

1. Standing:

Bank of America, N.A. services the mortgage loan on your property located at the address referenced above. You signed and executed a promissory note secured by a mortgage or deed of trust ("the security instrument") in which you agreed to repay your debt at agreed upon terms. Because you have not fulfilled the terms of this agreement, Bank of America, N.A. intends to initiate foreclosure action on the mortgaged property. The foreclosure will be conducted in the name of: WELLS FARGO BANK, NATIONAL ASSOCIATION, AS SUCCESSOR TO WACHOVIA BANK, NATIONAL ASSOCIATION FKA FIRST UNION NATIONAL BANK ("Noteholder").

Noteholder, directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Noteholder or has been duly endorsed. WHERE REQUIRED BY APPLICABLE LAW: Noteholder is the original mortgagee or beneficiary or the assignee of the security instrument for the referenced loan.

2. Account Status as of October 29, 2012:

- A. The total amount needed to reinstate or to bring the account current is \$30,634.20. Please note this amount is subject to change. Please call us for the most current amount.
- B. The amount of the principal obligation under the mortgage is \$389,966.02.
- C. The date through which the account is paid is December 1, 2011.
- D. The date of the last full payment was January 3, 2012.
- E. The current interest rate in effect for the loan is 6.250.
- F. The date on which the interest rate may next reset or adjust is Not Applicable.
- G. The amount of any prepayment fee (not included in the reinstatement amount) to be charged if any is Not Applicable.
- H. The amount of late payment fees and other charges included in the above reinstatement amount is \$115.00.

This communication is from Bank of America, N.A., the servicer of your home loan.

IMPORTANT DISCLOSURES**BK Statement:**

If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or to enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

SCRA Disclosure:

MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1.877.430.5434. If you are calling from outside the U.S. please contact us at 1.817.685.6491.

Mini Miranda (all):

Bank of America, N.A., the servicer of your home loan, is required by law to inform you that this communication is from a debt collector.

Search Results [Print](#)

You searched under: **Parcel Number** for: **191-13-811-052** with the document types of: **CRTMED,D,DCL,DOT** between: **1/1/2000** and **9/8/2016**

Records found: 11

								Refresh
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
<u>DEL WEBB COMMUNITIES INC</u>	HANSEN, GORDON B	200307310004442	DEED		7/31/2003 2:08:59 PM	191-13-811-052		388311.0000
<u>HANSEN, GORDON B</u>	CITY FIRST MORTGAGE SERVICES LLC	200307310004444	DEED OF TRUST		7/31/2003 2:08:59 PM	191-13-811-052		
<u>CITY FIRST MORTGAGE SERVICES LLC</u>	WASHINGTON MUTUAL BANK FA	200309100000588	DEED OF TRUST	Assign	9/10/2003 8:43:04 AM	191-13-811-052		
<u>HANSEN, GORDON B</u>	WELLS FARGO BANK NA	200311200004030	DEED OF TRUST		11/20/2003 5:00:00 PM	191-13-811-052		
<u>HANSEN, GORDON B</u>	HANSEN, GORDON B	200406110005547	DEED		6/11/2004 3:45:35 PM	191-13-811-052		
<u>HANSEN, GORDON B</u>	WESTERN THRIFT & LOAN	200407220003507	DEED OF TRUST		7/22/2004 1:32:20 PM	191-13-811-052		
<u>HANSEN, GORDON B</u>	WELLS FARGO BANK NA	200705100001127	DEED OF TRUST		5/10/2007 10:12:57 AM	191-13-811-052		
<u>HANSEN, GORDON B</u>	HANSEN, GORDON B EE	200808270003627	DEED		8/27/2008 3:28:08 PM	191-13-811-052		
<u>SUN CITY ANTHEM COMMUNITY ASSOCIATION</u>	OPPORTUNITY HOMES LLC	201408220002548	DEED		8/22/2014 9:53:30 AM	191-13-811-052		353529.0000
<u>OPPORTUNITY HOMES LLC</u>	F BONDURANT LLC	201506090001537	DEED		6/9/2015 12:58:36 PM	191-13-811-052		270000.0000
<u>F BONDURANT LLC</u>	STOKES, JOEL A EE	201506090001545	DEED		6/9/2015 1:06:29 PM	191-13-811-052		270000.0000

Search Results [Print](#)

You searched under: **Parcel Number** for: **191-13-811-052** with the document types of: **HL,L,LISP,DEF,B,NTS,TSD,TXDUE,DETS,BETS** between: **1/1/2000** and **9/8/2016**

Records found: 7

								Refresh
First Party Name	First Cross Party Name	Instrument #	Document Type	Modifier	Record Date	Parcel #	Remarks	Total Value
<u>HANSEN, GORDON B</u>	SUN CITY ANTHEM COMMUNITY ASSOCIATION	201212140001338	LIEN		12/14/2012 9:37:58 AM	191-13-811-052		0.0000
<u>HANSEN, GORDON B</u>	SUN CITY ANTHEM COMMUNITY ASSOCIATION	201303120000847	DEFAULT		3/12/2013 9:55:30 AM	191-13-811-052		0.0000
<u>HANSEN, GORDON B EE</u>	SUN CITY ANTHEM COMMUNITY ASSOCIATION	201304080001087	DEFAULT		4/8/2013 9:51:05 AM	191-13-811-052		0.0000
<u>HANSEN GORDON B TRUST</u>	HENDERSON CITY	201309230001369	LIEN		9/23/2013 10:39:05 AM	191-13-811-052		0.0000
<u>HANSEN GORDON B TRUST</u>	REPUBLIC SILVER STATE DISPOSAL INC	201405060004357	LIEN		5/6/2014 2:30:41 PM	191-13-811-052		0.0000
<u>OPPORTUNITY HOMES LLC</u>	NATIONSTAR MORTGAGE LLC	201601130001051	LIS PENDENS		1/13/2016 11:42:18 AM	191-13-811-052		0.0000
<u>BANK OF AMERICA NA NA</u>	STOKES, JOEL A EE	201606070001450	LIS PENDENS		6/7/2016 11:58:50 AM	191-13-811-052		0.0000

From: Lee Cedola
To: Mickie.salgado@ticortitle.com
Cc: Doug Proudfit
Subject: 2763 White Sage - Esc #1216-3955
Date: Monday, November 12, 2012 2:39:00 PM
Attachments: [Red Rock HOA Collections Ltr.pdf](#)

Hi Mickie:

Please see collection notice from Red Rock Financial for delinquent HOA fees.

Thank you

Lee Cedola

Licensed Assistant

REALTY

2880 Bicentennial Parkway

Suite #130

Henderson, NV 89044

Phone: (702) 453-7653

Fax: (702) 446-8325



Red Rock Financial Services

November 5, 2012

The Estate of Gordon B. Hansen
2763 White Sage Drive
Henderson, NV 89052

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634

Dear The Estate of Gordon B. Hansen,

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

Red Rock Financial Services is in receipt of the correspondence that the Homeowner has passed away. Our records have been updated to reflect that Gordon B. Hansen has passed away. Please be advised that our office has been retained to collect the delinquent balance owed to Sun City Anthem Community Association. Please contact our office within thirty (30) days from the date of this letter to discuss payment arrangements.

The current balance on the account is \$495.36. Enclosed is an accounting ledger for your review. Payments must be in the form of a cashier's check or money order made payable to Red Rock Financial Services and mailed to the address below. Failure to remit payment within 30 days from the date of this letter may result in the continuation of the collection process at additional costs to you.

Additional information regarding this account can be obtained at www.rvfs.com. Please contact the office of Red Rock Financial Services at 702-932-6887 with any questions.

Sincerely,

Red Rock Financial Services
Enclosure(S)

Red Rock Financial Services

■ 7251 Amigo Street, Suite 100 Las Vegas, NV 89119

www.rvfs.com

■ Phone: 702-932-6887 Toll Free: 888-319-9460 Fax: 702.341.7733

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will make a draft against your account.) Please contact the Accounts Receivable Department at (702) 932-6887 to learn about other payment options should your prefer to not have your payment processed in this manner.

TOBIN. 4225

Red Rock Financial Services

Account Detail

Sun City Anthem Community Association

Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634
 Property Address: 2763 White Sage Dr, Henderson, NV 89052
 Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
01/01/2006	Quarterly Assessment	\$235.00	\$235.00	
02/01/2006	Association Mgmt Payment	-\$235.00	\$0.00	
04/01/2006	Quarterly Assessment	\$235.00	\$235.00	
04/18/2006	Association Mgmt Payment	-\$235.00	\$0.00	
07/01/2006	Quarterly Assessment	\$235.00	\$235.00	
07/12/2006	Association Mgmt Payment	-\$235.00	\$0.00	
10/01/2006	Quarterly Assessment	\$235.00	\$235.00	
10/26/2006	Association Mgmt Payment	-\$235.00	\$0.00	
01/01/2007	Quarterly Assessment	\$235.00	\$235.00	
01/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	
03/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
04/01/2007	Quarterly Assessment	\$235.00	\$0.00	
06/08/2007	Association Mgmt Payment	-\$235.00	-\$235.00	
07/01/2007	Quarterly Assessment	\$235.00	\$0.00	
10/01/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00	
10/11/2007	Association Mgmt Payment	-\$235.00	\$0.00	1873
01/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6761
03/01/2008	Special Assessment	-\$81.32	-\$81.32	
03/01/2008	Special Assessment	\$81.32	\$0.00	
04/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/08/2008	Association Mgmt Payment	-\$275.00	\$0.00	3313
06/01/2008	Unit Repair	\$81.32	\$81.32	
06/25/2008	Association Mgmt Payment	-\$81.32	\$0.00	2044
07/01/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 11/5/12

Red Rock Financial Services

Account Detail

Sun City Anthem Community Association

Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634

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

Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
07/11/2008	Association Mgmt Payment	-\$275.00	\$0.00	6578
09/25/2008	Association Mgmt Payment	-\$175.00	-\$175.00	02057
10/01/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00	
12/31/2008	Association Mgmt Payment	-\$240.00	-\$240.00	02074
01/01/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00	
04/01/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00	
04/07/2009	Association Mgmt Payment	-\$240.00	\$0.00	02090
07/01/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00	
07/13/2009	Association Mgmt Payment	-\$240.00	\$0.00	23791
10/09/2009	Association Mgmt Payment	-\$240.00	-\$240.00	97004
01/01/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00	
01/25/2010	Association Mgmt Payment	-\$240.00	-\$240.00	10803
04/01/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00	
07/01/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00	
07/30/2010	Late Fee	\$25.00	\$265.00	
08/16/2010	Association Mgmt Payment	-\$265.00	\$0.00	63164
10/07/2010	Association Mgmt Payment	-\$240.00	-\$240.00	98965
01/01/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00	
02/18/2011	Association Mgmt Payment	-\$10.00	\$0.00	84899
04/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
04/30/2011	Late Fee	\$25.00	\$275.00	
05/20/2011	Association Mgmt Payment	-\$275.00	\$0.00	02215
07/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
07/30/2011	Late Fee	\$25.00	\$275.00	
08/18/2011	Association Mgmt Payment	-\$275.00	\$0.00	02227

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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Printed: 11/5/12

Red Rock Financial Services
Account Detail
Sun City Anthem Community Association
Information as of: November 5, 2012

Red Rock Financial Services Account Number: R808634
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Hansen, The Estate of Gordon B.

Detailed Summary

Date	Description	Amount	Balance	Check#
10/01/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00	
10/11/2011	Association Mgmt Payment	-\$240.00	\$10.00	52791
11/22/2011	Association Mgmt Payment	-\$10.00	\$0.00	61105
01/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
01/30/2012	Late Fee	\$25.00	\$300.00	
02/21/2012	Association Mgmt Payment	-\$300.00	\$0.00	00112
04/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
04/26/2012	Association Mgmt Payment	-\$275.00	\$0.00	127
07/01/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00	
07/31/2012	Late Fee	\$25.00	\$300.00	
08/31/2012	Late Fee	\$25.00	\$325.00	
09/13/2012	Management Company Collection Cost	\$150.00	\$475.00	
09/17/2012	Intent to Lien Letter	\$125.00	\$600.00	
09/17/2012	Intent Mailing Costs	\$8.97	\$608.97	
09/17/2012	Intent Mailing Costs	\$8.97	\$617.94	
09/24/2012	Vendor Adjustment	-\$150.00	\$467.94	
09/30/2012	Late Fee	\$25.00	\$492.94	
09/30/2012	Interest	\$1.21	\$494.15	
10/01/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15	
10/18/2012	Red Rock Partial Payment	-\$300.00	\$469.15	PC 143
10/30/2012	Association Interest	\$1.21	\$470.36	
10/31/2012	Late Fee	\$25.00	\$495.36	

7251 Amigo Street, Suite 100, Las Vegas, NV 89119 Phone: (702) 932-6887 Fax: (702) 341-7733

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

Printed: 11/5/12

From: Linda Chain
To: Doug Proudfit; Lee Cedola
Cc: Earlene.Johnson@tccortitle.com; jimsparkman@cox.net; jsparkman@wsrp.com
Subject: White Sage Counter and Transaction History
Date: Saturday, January 05, 2013 1:25:30 PM
Attachments: Addendum #2 FF signed.pdf
sparkman appraisal.pdf
Negotiator Profiles.pdf
Importance: High

Good Morning Doug,

As we discussed I have taken the time to review the Short Sale negotiation and proceedings, as to where we have been and where we are now, and as to B of A's responsiveness and prudence. .

I retraced the process primarily as it relates to the 1st, B of A, and summarize as follows:

Aug 8, 2012-A successful Purchase Agreement was entered in to between buyer and seller of record for a price of \$310,000

Nov 12, 2012 B of A (1st) countered the purchase price at \$395,000 with a COE of 12/12/12

Nov 14, 2012 B of A countered that they would not pay Buyers Closing Costs

Nov 14, 2012 Buyer countered that buyer would pay buyers closing costs and countered the purchase price at \$300,000, based on comparable sales of model matches without views of city, strip, or golf.

Dec 4, 2012 B of A replied that they are not changing the countered price of \$395,000.

Dec 4, 2012 Buyer elected to counter the \$395,000 based on "Buyer to purchase property at his Wells Fargo Lenders appraised value of \$310,000. (appraisal date 11/19/12) This is at the request of his lender and the terms of the loan.. Addendum increasing the purchase price from \$300,000 to \$310,000 was submitted to B of A along with the Wells Fargo appraisal.

Dec 10, 2012 B of A reported that the valuation for the property was completed and it was being submitted to the investor(s)

December 11, 2012 the following was received from the short sale processor :

need again.

if cut can close sooner.

lenders policy now by 24.00 will the buyer pay the difference?

can we counter in equator.

represents that at one time B of A accepted the \$310,000 based on the

Dec 12, 2102 - the buyer agreed to pay the \$24.00 referenced above for the owners policy. This was submitted to the equator system.

Dec 20, 2012 - B of A submitted another counter regarding fees and payoff to the second and requested that the buyer pay an additional \$642.45 toward the 2nd Lien. Buyer agreed.

Dec 27, 2012 - the B of A message was: We are currently waiting for the investor's approval. I sent the full package to them last week and they are reviewing this for approval.

January 3, 2013 - B of A updated message relayed : investor will not grant their approval because the offer is too low. If the buyers are willing to come up at all to around \$340,000 I can submit this back to them. If not we are going to have to decline the file out. Please advise what direction we are taking so I can move the file for us.

\$340,000 I question why they seem to take the position that the buyers

Of interest in these "negotiations" is that a personal profile search on Jessica Adamek turned up that she graduated in 2012 and also works at Outback. I do not believe that is the profile that the banks want us to acknowledge for those handling what should be professional business transactions . (profile attached)

Doug, as you know , the market value for the house has currently gone down, as sales over the last 3 months in Sun City Anthem without views are closing at an average \$118 psf, converting this home to \$290,280. The buyer is willing to purchase the home for the appraised value of \$310,000 and not any more as he does not want to be underwater from the day of ownership. He feels that the bank is trying to artificially increase the market, and he is prepared to contact the Attorneys General's office and the SEC , along with others, to expose the inappropriateness of the Fannie Mae Investors attempted negotiations on home that cannot be valued at the numbers that B of A is seeking.

In closing, Jim and Sylvia Sparkman's counter B of A at \$310,000, based on appraisal, will pay buyers closing costs and will pay the \$642.45 differential toward the second. They will close by 1-29-13 as their loan docs are already at the title company, pending receipt of the Short Sale Approval Letter from B of A. Counter attached along with the appraisal, for your convenience.

Please advise how you would like to best handle this for the success of this transaction. If I read the January 3rd reply from B of A correctly, they may decline the file with the counter of \$310,000. If so, is B of A prepared to foreclose on a deceased party? Please contact me to discuss how it should be submitted to the Equator system for B of A approval.

Thank you, Linda

*Linda Chain
Re/Max Benchmark Realty
3900 S. Hualapai, Suite 201, Las Vegas, NV 89147
Cell 702-250-7000 Office 702-952-1720*

[Click to see my latest Newsletter](#)
linda@mpdmv.com



Notice Date: January 09, 2013

Loan No.: 82584234

ESTATE OF GORDON HANSEN

2664 OLIVIA HEIGHTS AVE
HENDERSON, NV 89052

Property Address:

2763 WHITE SAGE DR
HENDERSON, NV 89052

IMPORTANT MESSAGE ABOUT YOUR LOAN

We have received your request to complete a short sale on your property. We are sorry to inform you that we are unable to approve your request for the reason provided below:

Decline - Investor Denied. This short sale was submitted to your Investor for approval and was denied due to (insufficient offer, not willing to sign a deficiency agreement, or contributing to the loss). However, if the seller is willing to sign the deficiency agreement or contribute to the loss or have the buyer increase their offer, we may be able to reconsider the short sale. Please send us any updated documents for the short sale to be reconsidered.

WHAT THIS MEANS

If your account is in foreclosure, a scheduled foreclosure sale will be conducted by Bank of America, N.A. unless Bank of America, N.A. specifically agrees in writing to suspend or cancel the foreclosure sale, or your loan is fully reinstated or paid off in accordance with your loan documents and applicable state/federal laws prior to the scheduled foreclosure sale.

If your account(s) is past due, we will continue to report the past due status of your loan to the credit reporting agencies until your loan is paid up to date or paid in full.

OTHER OPTIONS MAY BE AVAILABLE

While we are unable to approve a traditional short sale of your property, there may still be available to help you avoid foreclosure. Please review the attached (matrix/FAQs) and call 1.866.880.1232 to discuss these programs and your next steps.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your potential eligibility for this program to help you avoid foreclosure. If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

Pre-Offer Short Sale Programs. Consider being reviewed for your eligibility in a pre-offer short sale program, such as the Home Affordable Foreclosure Alternative (HAFA) or Cooperative Short Sale program. In a pre-offer program, you and your real estate agent work with Bank of America to complete many short sale steps before the property is marketed and an offer is received.

Get A New Short Sale Offer. Continue to work with your real estate agent to market the property as a short sale and initiate a new short sale when you receive another offer.

Deed in Lieu of Foreclosure. In a deed in lieu of foreclosure, you voluntarily transfer title of the property secured by your mortgage loan to Bank of America, N.A.. You may not be responsible for the remaining balance on your loan.

If you are current on your mortgage payments, we strongly encourage you to continue making the normal monthly payments required under the original loan documents to help avoid foreclosure. Unfortunately, there is no guarantee that making payments will help you qualify for a program that may resolve your situation, but not making any payments will increase your chance of foreclosure. We want to help you avoid that possibility.

WHAT YOU NEED TO DO

If you feel there is additional information you would like to provide, or if you need additional information, please contact Short Sale Customer Care at 1-866-880-1232, Monday – Friday 9 a.m. to 10 p.m., Saturday 9:00 a.m. to 5:30 p.m. Eastern. We look forward to working with you towards an alternative to foreclosure.

Bathsheba Sanders
Home Loan Team
Bank of America, N.A.

Understanding Your Options

Modification	Receive modified terms of your mortgage to make it more affordable or manageable after successfully making the reduced payment during a "trial period" (i.e., completing a three [or four] month trial period plan).	Permanently modifies your mortgage so that your payments or terms are more manageable as a permanent solution to a long-term or permanent hardship.	N/A	No
Short Sale	Sell your property and pay off a portion of your mortgage balance when you owe more on the house than it is worth.	Allows you to transition out of your house with fewer negative consequences than a foreclosure.	Maybe	Yes In some cases relocation assistance may be available.
Deed in Lieu of Foreclosure	Transfer the ownership of your property to Bank of America.	Allows you to transition out of your house with fewer negative consequences than a foreclosure. This option is often used when there are no other liens on your property.	Maybe	Maybe In some cases relocation assistance may be available.

Short Sale

What is a short sale?

If you can no longer afford to make your mortgage payments and your house is worth less than you owe, a short sale allows you to sell your house at the current fair market value. You then have an option to move to a more affordable situation. In a short sale, the investor or owner of your loan must approve the sale because they are entitled to repayment of the loan and will be receiving less than the amount owed.

If you have additional liens on your property with other lenders, such as a home equity loan, all investors must come to an agreement in order to complete the short sale. This process takes time, and you will need to call Bank of America to see if you are eligible.

What types of short sale programs should I consider?

The majority of short sale programs fit into two general categories – Pre-offer and Traditional.

With **pre-offer short sale programs**, Bank of America works with you to establish a fair market value for your property. In pre-offer programs like Home Affordable Foreclosure

Alternatives (HAFA) or Cooperative, we allow you 120 days to market your property and receive an offer. Once you have an offer, you then complete the offer analysis and closing stages of the short sale process. You may complete the final stages of the process faster than in a traditional short sale, because many of the steps of the process will already have been completed.

In a **traditional short sale**, you work with your licensed real estate agent to market your property. Once you receive an offer, you contact Bank of America to begin the initiation process.

How long does a short sale usually take?

Because of the number of people and amount of paperwork involved in a short sale, it can take longer than a traditional home sale. A short sale typically takes between 6 and 14 weeks to complete, depending on the program and investor.

Will I get any money back from the short sale of my home?

Because a short sale would allow you to sell your home for less than the amount that you owe on your home loan, you would not receive any money back at the time of closing.

What is a deficiency?

A deficiency is any additional amount owed on the loan that is not covered by funds from the short sale or deed in lieu. Whether or not you will be responsible for paying a deficiency is determined based on factors such as what state you live in and short sale program guidelines.

If you are responsible for the deficiency, the amount of the deficiency will be reported to the Internal Revenue Service (IRS) on the appropriate 1099 Form or Forms. We suggest that you contact the IRS or your tax preparer to determine if you have any tax liability.

Will the foreclosure process stop while I pursue a short sale?

Depending on the program you are eligible for and the investor of your loan, the foreclosure process may be halted as you pursue a short sale. You should confirm whether you are eligible for a foreclosure stop when you contact us to discuss your options.

How will a short sale affect my credit?

We are required to report the debt to the credit reporting agencies as "paid in full for less than the full balance" or "deed received in lieu of foreclosure on a defaulted mortgage" depending on the program you complete. To learn more about the potential impact of a short sale or deed in lieu of foreclosure on your credit, visit

<http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

Will I be eligible for relocation assistance?

Relocation assistance may be offered for some pre-offer short sale programs. If you are eligible, your relocation assistance will be paid upon the successful completion of the short sale.

I am already working with a real estate agent. Can I continue to work with him or her if I elect to pursue a short sale?

Yes. Bank of America recommends you work with a licensed real estate professional that has experience working with short sales to effectively market your property for a short sale. You may work with someone you have an existing relationship with or find a licensed real estate agent in your area.

What if I'm unable to get an acceptable offer for my property within 120 days?

If you are unable to get a short sale offer within the pre-offer 120 day timeframe, you still may be able to avoid foreclosure with a HAFA or Cooperative Deed in Lieu of Foreclosure. Please see below for more information on a deed in lieu of foreclosure.

How do I learn more about short sales?

To find out if you are eligible for a short sale or to learn more, contact 1.877.430.3411.

Deed in Lieu of Foreclosure

What is a deed in lieu of foreclosure?

With a deed in lieu, you voluntarily transfer ownership of the property to your investor to satisfy the amount due on your first mortgage. In some cases, you may be eligible for a deed in lieu without first attempting a short sale of your home.

What are the steps in the deed in lieu process?

How long does a deed in lieu take?

A deed in lieu generally takes about 90 days, depending on your situation.

Am I responsible for any of the mortgage debt with a deed in lieu of foreclosure?

Similar to a short sale, a deed in lieu may waive any deficiency balance. As a result, you may be free from the repayment of any mortgage debt or deficiency on the property now or in the future. There may be tax consequences associated with this so be sure to check with a tax advisor.

Will the foreclosure process stop while I pursue a deed in lieu?

Depending on the program you are eligible for and the investor of your loan, the foreclosure process may be halted as you pursue a deed in lieu. You should confirm whether you are eligible for a foreclosure stop when you contact us to discuss your options.

How will a deed in lieu affect my credit?

We are required to report the debt to the credit reporting agencies as "paid in full for less than the full balance" or "deed received in lieu of foreclosure on a defaulted mortgage" depending on the program you complete. To learn more about the potential impact of a deed in lieu of foreclosure on your credit, visit <http://www.ftc.gov/bcp/edu/pubs/consumer/credit/cre24.shtm>.

Will I be eligible for relocation assistance?

Relocation assistance may be offered for some deed in lieu programs. If you are eligible, your relocation assistance will be paid upon the successful completion of the deed in lieu.

How do I know if I am eligible for a deed in lieu?

To find out if you are eligible for a deed in lieu or to learn more, contact 1.877.430.3411.

From: Doug Proudfit
To: Linda Chain; jsparkman@wsrio.com
Cc: Lee Cedola; [Nona Tobin \(nonatobin@gmail.com\)](mailto:NonaTobin@nonatobin@gmail.com); Ann Frazier; Linda Proudfit
Subject: RE: White Sage Update.....
Date: Sunday, January 27, 2013 8:22:33 AM

Linda & all,

I met with Mickie Friday and have an update on our process. Mickie told me that they are experiencing a significant number of 'exceptional' cases and this is one of the worst they have seen. Further, that many of the major lenders who 'service' these loans have created a separate team of people to review the exceptional cases forwarded to them by escrow firms like Ticor. Ticor is a subsidiary of Fidelity, one of the largest (if not THE largest) escrow and title firms in the country. Fidelity also has created a separate team to receive and review the most difficult cases such as this one. We all should understand that the rejections we have experienced on this sale were not coming from B of A as the 'servicer' but from the investors who own the loan and want more money from the sale. Last week, Fidelity chose this White Sage sale as the FIRST file to be forwarded to the B of A resolution review team due to the totally unreasonable treatment we (and they) have received from investors. Agreeing to a price, then demanding more, etc. Also, our B of A 'negotiator' is in reality simply one who forwards information but in fact does no 'negotiating'. Mickie asked us to hold off taking further action or submitting another offer until the two teams, one from Ticor and one from B of A have had a chance to get their heads together to come to some acceptable resolution with investors. We agreed to give them through the coming week, then talk again about best next steps.

I thought this was very good news and was delighted this file was chosen as the first one to start the process. I am hopeful we will see movement and some form of rational response from investors. Next steps may involve calling 'Vito' out of hiding to do his thing.

Doug

Douglas Proudfit

Proudfit Realty

Owner/Broker
Cell: 702.526.8000
Office: 702.453.7653
Fax: 702.446.8325

Transmission Report

Date/Time
Local ID 1

05-10-2013
702-453-7655

10:19:17 a.m.

Transmit Header Text
Local Name 1

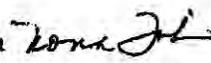
Proudfit Realty

This document : Confirmed
(reduced sample and details below)
Document size : 8.5"x11"

To: Bank of America Home Loans Assumptions Department

Fax: 1 (866) 200-5596

From: Nona Tobin, Successor Trustee of the Gordon B. Hansen Trust



Phone: 1 (702) 269-7342

Date: May 7, 2013

Re: Account Number 82584264

Property Address: 2763 White Sage Drive
Henderson, NV 89052

Attachments:

1. Deed of Trust transferring the property title into the name of the Gordon B. Hansen Trust, dated August 22, 2008
2. Gordon B. Hansen Trust document, dated August 22, 2008
3. Notice of Default and election to Sell recorded in Clark County NV March 7, 2013
4. Letter from Wells Fargo to Litigation intake, Bank of America re Notice of Default and Election to Sell
5. Letter from Wells Fargo home Preservation Team, dated May 2, 2013

Summary

These documents show that the property is held in the name of the Gordon B. Hansen Trust, dated August 22, 2008, and further, that I, Nona Tobin, was nominated as the successor trustee upon Mr. Hansen's death on January 14, 2012. This cover memo documents that I put the house on the market over a year ago, and B of A has refused to complete a short sale and that the property is vacant and without utilities as of April 30. This document is a formal notice to B of A that the property will deteriorate unless the bank authorizes the utilities to be on and the house to continue on the market by the Proudfit Realty Company. It is also a formal notice to the bank that other financial institutions are taking actions which may impact B of A's options going forward.

Notice to Bank of America that circumstances require the bank to authorize funding of utilities to protect the property from serious damage
Several days ago I spoke with Jesse Murillo in the Assumptions Department after I was referred to her via B of A Customer relationship Manager Tiffani Mayes. Ms. Mayes referred me to the assumptions Department when I said that B of A needs to protect its financial interest because I am done doing so.

I informed both of B of A's representatives of the following update on this property:

Total Pages Scanned : 55

Total Pages Confirmed : 55

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	907	CRPRDNRBS42a	09:57:39 a.m. 05-10-2013	00:19:40	55/55	1	EC	HS	CP14400

Abbreviations:

HS: Host send
HR: Host receive
WS: Waiting send

PL: Polled local
PR: Polled remote
MS: Mailbox save

MP: Mailbox print
RP: Report
FF: Fax Forward

CP: Completed
FA: Fail
TU: Terminated by user

TS: Terminated by system
G3: Group 3
EC: Error Correct

TOBIN. 4238

To: Bank of America Home Loans Assumptions Department

Fax: 1 (866) 200-5596

From: Nona Tobin, Successor Trustee of the Gordon B. Hansen Trust



Phone: 1 (702) 269-7342

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Several days ago I spoke with Jesse Murillo in the Assumptions Department after I was referred to her via B of A Customer relationship Manager Tiffani Mayes. Ms. Mayes referred me to the assumptions Department when I said that B of A needs to protect its financial interest because I am done doing so.

I informed both of B of A's representatives of the following update on this property:

1. After Mr. Hansen's death sixteen months, on behalf of his estate, I placed the property on the market for a short sale on February 14, 2012.
2. I maintained caretaker in the property who paid for the utilities and kept the property in mint condition.
3. In October 2012, some potential buyers, the Sparkmans, made an offer on the house of \$310,000 which I accepted given its close approximation to the \$315,000 appraisal value.
4. At that point it seemed the escrow would close in a short period of time so I allowed the prospective buyers to move in as renters.
5. In March 2013, B of A said that the minimum amount they would accept for the property was \$395,000.
6. This offer was rejected by the prospective buyers.
7. April 30 2013 the potential buyers of the property moved out of the property after the short sale fell through due to B of A's rejection of their offer.
8. As of April 30, 2013 the property is vacant for the first time since the death of Gordon B. Hansen on January 14, 2012.
9. When the utilities were turned off on April 30, 2013 when the rejected buyers left, the realtor, Doug Proudfit, requested that I turn them back on.
10. I refuse to put the utilities in my name since I have no legal obligation to do anything further to protect this property.
11. I informed them that I am putting the bank on formal notice that the property is now at risk for a serious decline in value since there are no longer caretakers present or utilities to protect the house, grounds and pool from serious deterioration resulting from the lack of water and air conditioning.

Ms. Murillo informed me that B of A had not accepted the short sale because they are missing a copy of a court approved document that indicated I was the appropriate representative for them to speak to on behalf of the estate. After some discussion, it became clear that the document the bank was requesting was the Deed of Trust, dated August 22, 2008, which transferred the property into the name of the Gordon B. Hansen Trust. She further indicated that she could see in the notes that I had submitted a copy of the trust which nominated me as the successor trustee, but that she could not see that the actual document was on file. Both these documents are attached.

It is my recommendation that B of A authorize the Proudfit Realty Group who has been working hard for over a year to sell this property to put the utilities in their name with a guarantee that they will be reimbursed out of the proceeds from escrow.

As it stands they are continuing to show the property but without success. Absent positive and immediate action by the bank, it goes without saying that as the pool turns green and the plants turn brown, the chance of the bank getting \$80,000 more than the appraised value becomes progressively more remote.

Additionally, there are two other entities with whom I have communicated whose actions may have some impact on B of A's decisions about how to proceed.



Notice of Default and Election to Sell

While there were still funds in the Gordon B. Hansen Trust, I paid on behalf of the trust several quarters of HOA dues, Once the house was in escrow for a short sale, I stopped paying HOA dues. On March 7, 2013, on behalf of Sun city Anthem HOA, Red Rock Financial Services has filed a Notice of Default and Election to Sell after previously recording a lien against the property for said unpaid HOA dues. Those documents have apparently been sent to B of A previously, but they are attached here for your reference and as further documentation that B of A needs to take action to protect its financial interests because Gordon Hansen is deceased and I am no longer willing to attempt to facilitate the banks efforts to reduce its losses.

Wells Fargo Withdrawal from Short Sale

Wells Fargo sent me a letter (attached) saying that they were withdrawing from a short sale because they could not reach Mr. Hansen or his representatives. I contacted Wells Fargo and gave them the information that Mr. Hansen is deceased and that B of A had rejected the short sale. It is not clear to me what Wells Fargo's role is in this since the \$15,000 second on the property that was due Wells Fargo had been written off in 2012 and a 1099-c for cancellation of debt was issued. I submit this information to B of A in the interest of fully disclosing communications I've had with other institutions who appear to share a stake in this property with B of A and to provide their contact information. This is also a final bit of documentation to show that neither the Gordon B. Hansen Trust or I personally have any financial stake in this property, and that the preservation of the property's value is solely the responsibility of the financial institutions who do have a financial interest.





RESIDENTIAL PURCHASE AGREEMENT

(Joint Escrow Instructions and Earnest Money Receipt)

Date: May 10, 2013

John T. Mazzeo, Linda L. Mazzeo

("Buyer"), hereby offers to purchase

2763 White Sage Rd., Henderson, NV 89052

("Property");

within the city or unincorporated area of Henderson, County of Clark

State of Nevada, Zip 89052, A.P.N. # 191-13-811-052

for the purchase price of \$ 395,000.00

(Three Hundred Ninety-Five Thousand dollars) ("Purchase Price") on the terms

and conditions contained herein;

BUYER [X] does -OR- [] does not intend to occupy the Property as a residence.

Buyer's Offer

1. FINANCIAL TERMS & CONDITIONS:

\$ 5,000.00 A. EARNEST MONEY DEPOSIT ("EMD") is [X] presented with this offer -OR- []

(NOTE: It is a felony in the State of Nevada-punishable by up to four years in prison and a \$5,000 fine-to write a check for which there are insufficient funds. NRS 193.130(2)(d).)

B. ADDITIONAL DEPOSIT to be placed in escrow on or before (date) . The additional deposit [] will -OR- [] will not be considered part of the EMD. (Any conditions on the additional deposit should be set forth in Section 28 herein.)

\$ 316,000.00 C. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING FOR A NEW LOAN ON THE FOLLOWING TERMS AND CONDITIONS:

[X] Conventional, [] FHA, [] VA, [] Other (specify) Interest: [] Fixed rate, years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed % . Initial monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

D. THIS AGREEMENT IS CONTINGENT UPON BUYER QUALIFYING TO ASSUME THE FOLLOWING EXISTING LOAN(S):

[] Conventional, [] FHA, [] VA, [] Other (specify) Interest: [] Fixed rate, years -OR- [] Adjustable Rate, years. Initial rate of interest not to exceed % . Monthly payment not to exceed \$, not including taxes, insurance and/or PMI or MIP.

E. BUYER TO EXECUTE A PROMISSORY NOTE SECURED BY DEED OF TRUST PER TERMS IN "FINANCING ADDENDUM."

\$ 74,000.00 F. BALANCE OF PURCHASE PRICE (Balance of Down Payment) in Good Funds to be paid prior to Close of Escrow ("COE").

\$ 395,000.00 G. TOTAL PURCHASE PRICE. (This price DOES NOT include closing costs, prorations, or other fees and costs associated with the purchase of the Property as defined herein.)

Each party acknowledges that he/she has read, understood, and agrees to each and every provision of this page unless a particular paragraph is otherwise modified by addendum or counteroffer.

Buyer's Name: John T. Mazzeo, Linda L. Mazzeo

BUYER(S) INITIALS: [Handwritten initials]

Property Address: 2763 White Sage Rd. Henderson, NV 89052

SELLER(S) INITIALS: [Handwritten initials]

Rev. 12/11

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**ADDENDUM NO. _____
TO PURCHASE AGREEMENT**



In reference to the Purchase Agreement executed by John T. Mazzeo, Linda L. Mazzeo
as Buyer(s) and Nona Tobin, Successor Trustee
of the Gordon B. Hansen Trust as Seller(s), dated May 10, 2013
covering the real property at 2763 White Sage Rd., Henderson, NV 89052
, the Buyer Seller hereby proposes that the Purchase

Agreement be amended as follows:

Buyer wishes to cancel purchase agreement. Earnest Money fully refunded to buyer.

ADDITIONAL PAGE(S) ATTACHED. This Addendum is not complete without the additional terms on the attached _____ page(s).

When executed by both parties, this Addendum is made an integral part of the aforementioned Purchase Agreement.

WHEN PROPERLY COMPLETED, THIS IS A BINDING CONTRACT. IF YOU DO NOT FULLY UNDERSTAND ITS CONTENTS, YOU SHOULD SEEK COMPETENT LEGAL COUNSEL BEFORE SIGNING.

John T. Mazzeo
 Buyer Seller _____ Date _____
John T. Mazzeo

Linda L. Mazzeo
 Buyer Seller _____ Time _____
Linda L. Mazzeo

Acceptance:

Buyer Seller _____ Date _____
Nona Tobin, Successor Trustee

Buyer Seller _____ Time _____
of the Gordon B. Hansen Trust

Prepared by: _____
Agent's Printed Name _____ Phone _____

May 29, 2013

Numbers of Pages 6

Proudfit Realty
Attn: Lee Cedola
Via Email: lee@proudfitrealty.com

Re: 2763 White Sage Dr, Henderson, NV 89052
Sun City Anthem Community Association / R808634
Escrow Number: 1316-3496

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

In response to your request for payoff figures for the above reference account, the following accounting ledger is a breakdown for the payoff request.

The current balance is \$3,055.47. This demand and its balance due will expire on 6/13/13. You **MUST** request an update as this balance will only be valid through the date above. Payment received after the expiration date will not be accepted if the balance has changed. Failure to remit the balance by the expiration date may result in the continuation of the collection process at an additional cost. Check(s) should be made payable to Red Rock Financial Services and mailed to the address below.

Sun City Anthem Community Association and/or the management company's set up fees, as well as other fees and costs that are due at closing, if any, such as future assessments, are not included. You must contact RMI Management directly at www.rmimc.com to request their demand statement for those additional amounts prior to closing.

If you have any questions, please contact our office at 702-932-6887.

Regards,

Red Rock Financial Services

702.932.6887 | fax 702.341.7733 | 4775 W. Teco Avenue, Suite 140, Las Vegas, Nevada 89118 | www.rres.com

By sending your check, please be aware that you are authorizing Red Rock Financial Services to use the information on your check to make a one-time electronic debit from your account at the financial institution indicated on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount. (If we cannot collect your electronic payment, we will issue a draft against your account.) Please contact the Accounts Receivable department at (702) 932-6887 to learn about other payment options should you prefer to not have your payment processed in this manner.



Red Rock Financial Services
Accounting Ledger
 Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
1/1/2006	Quarterly Assessment	\$235.00	\$235.00		Conversion
2/1/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Conversion
4/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
4/18/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
7/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
7/12/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
10/1/2006	Quarterly Assessment	\$235.00	\$235.00		Billing
10/26/2006	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
1/1/2007	Quarterly Assessment	\$235.00	\$235.00		Billing
1/11/2007	Association Mgmt Payment	(\$235.00)	\$0.00		Batch Adjustment
4/1/2007	Association Mgmt Payment	(\$235.00)	(\$235.00)		Batch Adjustment
4/1/2007	Quarterly Assessment	\$235.00	\$0.00		Billing
6/8/2007	Association Mgmt Payment	(\$235.00)	(\$235.00)		Batch Adjustment
7/1/2007	Quarterly Assessment	\$235.00	\$0.00		Billing
10/1/2007	Sun City Anthem QT Assmt	\$235.00	\$235.00		Sun City Anthem
10/11/2007	Association Mgmt Payment	(\$235.00)	\$0.00	1873	Quarterly Assessment Receipt Processing
1/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem
1/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6761	Quarterly Assessment Receipt Processing
3/1/2008	Special Assessment	(\$81.32)	(\$81.32)		Reverse Fence Painting
3/1/2008	Special Assessment	\$81.32	\$0.00		Fence Painting
4/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT
4/8/2008	Association Mgmt Payment	(\$275.00)	\$0.00	3313	Assmt Receipt Processing
6/1/2008	Unit Repair	\$81.32	\$81.32		Fence Painting
6/25/2008	Association Mgmt Payment	(\$81.32)	\$0.00	2044	Receipt Processing
7/1/2008	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT
7/11/2008	Association Mgmt Payment	(\$275.00)	\$0.00	6578	Assmt Receipt Processing
9/25/2008	Association Mgmt Payment	(\$175.00)	(\$175.00)	02057	Lockbox Payment
10/1/2008	Sun City Anthem QT Assmt	\$175.00	\$0.00		Sun City Anthem QT Assmt



Red Rock Financial Services
Accounting Ledger
 Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008;The Gordon B. Hansen Trust, dated August 22, 2008;SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ;WESTERN THRIFT & LOAN;MERS ;BANK OF AMERICA, N.A. ;WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
12/31/2008	Association Mgmt Payment	(\$240.00)	(\$240.00)	02074	Lockbox Payment
1/1/2009	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
4/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
4/7/2009	Association Mgmt Payment	(\$240.00)	\$0.00	02090	Lockbox Payment
7/1/2009	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/13/2009	Association Mgmt Payment	(\$240.00)	\$0.00	23791	Lockbox Payment
10/9/2009	Association Mgmt Payment	(\$240.00)	(\$240.00)	97004	Lockbox Payment
1/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
1/25/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	10803	Lockbox Payment
4/1/2010	Sun City Anthem QT Assmt	\$240.00	\$0.00		Sun City Anthem QT Assmt
7/1/2010	Sun City Anthem QT Assmt	\$240.00	\$240.00		Sun City Anthem QT Assmt
7/30/2010	Late Fees	\$25.00	\$265.00		Late Fees
8/16/2010	Association Mgmt Payment	(\$265.00)	\$0.00	63164	Lockbox Payment
10/7/2010	Association Mgmt Payment	(\$240.00)	(\$240.00)	98965	Lockbox Payment
1/1/2011	Sun City Anthem QT Assmt	\$250.00	\$10.00		Sun City Anthem QT Assmt
2/18/2011	Association Mgmt Payment	(\$10.00)	\$0.00	84899	Lockbox Payment
4/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
4/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
5/20/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02216	Lockbox Payment
7/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
7/30/2011	Late Fees	\$25.00	\$275.00		Late Fees
8/18/2011	Association Mgmt Payment	(\$275.00)	\$0.00	02227	Lockbox Payment
10/1/2011	Sun City Anthem QT Assmt	\$250.00	\$250.00		Sun City Anthem QT Assmt
10/11/2011	Association Mgmt Payment	(\$240.00)	\$10.00	52791	Lockbox Payment
11/22/2011	Association Mgmt Payment	(\$10.00)	\$0.00	61105	Lockbox Payment
1/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
1/30/2012	Late Fees	\$25.00	\$300.00		Late Fees
2/21/2012	Association Mgmt Payment	(\$300.00)	\$0.00	00112	Lockbox Payment



**Red Rock Financial Services
Accounting Ledger
Information as of: May 29, 2013**

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
4/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
4/26/2012	Association Mgmt Payment	(\$275.00)	\$0.00	127	Receipt Processing
7/1/2012	Sun City Anthem QT Assmt	\$275.00	\$275.00		Sun City Anthem QT Assmt
7/31/2012	Late Fees	\$25.00	\$300.00		Late Fees
8/31/2012	Late Fees	\$25.00	\$325.00		Late Fees
9/13/2012	Management Company Collection Cost	\$150.00	\$475.00		Management Company Collection Fee
9/17/2012	Intent to Lien Letter	\$125.00	\$600.00		
9/17/2012	Mailing Costs	\$8.97	\$608.97		
9/17/2012	Mailing Costs	\$8.97	\$617.94		
9/24/2012	Vendor Adjustment	(\$150.00)	\$467.94		
9/2012	Late Fees	\$25.00	\$492.94		Late Fees
9/30/2012	Interest	\$1.21	\$494.15		Interest
10/1/2012	Sun City Anthem QT Assmt	\$275.00	\$769.15		Sun City Anthem QT Assmt
10/18/2012	Red Rock Partial Payment	(\$300.00)	\$469.15	PC 143	Partial Payment
10/31/2012	Late Fees	\$25.00	\$494.15		Late Fees
11/30/2012	Late Fees	\$25.00	\$519.15		Late Fees
12/5/2012	Lien Recording Costs	\$34.00	\$553.15		
12/5/2012	Lien Release	\$30.00	\$583.15		
12/5/2012	Lien for Delinquent Assessment	\$325.00	\$908.15		
12/5/2012	Mailing Costs	\$8.20	\$916.35		
12/5/2012	Mailing Costs	\$8.20	\$924.55		
12/20/2012	Payoff Demand	\$150.00	\$1,074.55		Ticor Title
12/31/2012	Late Fees	\$25.00	\$1,099.55		Late Fees
12/31/2012	Interest	\$1.10	\$1,100.65		Interest
1/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,375.65		Sun City Anthem QT Assmt
1/16/2013	Payoff Demand	\$50.00	\$1,425.65		Ticor Title
1/31/2013	Late Fees	\$25.00	\$1,450.65		Late Fees
2/5/2013	Intent to NOD	\$90.00	\$1,540.65		



Red Rock Financial Services
Accounting Ledger
 Information as of: May 29, 2013

Account Number: 808634
Association: Sun City Anthem Community Association
Property Address: 2763 White Sage Dr, Henderson, NV 89052
Ledger Balance: \$3,055.47
Homeowner(s): The Gordon B. Hansen Trust, dated August 22, 2008; The Gordon B. Hansen Trust, dated August 22, 2008; SUN CITY ANTHEM COMMUNITY ASSOCIATION, INC. ; WESTERN THRIFT & LOAN; MERS ; BANK OF AMERICA, N.A. ; WELLS FARGO BANK, N.A.

Posting	Description	Amount	Balance	Pmt Ref	Memo
3/2/2013	Late Fees	\$25.00	\$1,565.65		Late Fees
3/2/2013	Late Fees	(\$25.00)	\$1,540.65		Sun City Anthem QT Assmt
3/7/2013	NOD Mailing Costs	\$85.70	\$1,626.35		
3/7/2013	Notice of Default	\$400.00	\$2,026.35		
3/7/2013	NOD Recording Costs	\$22.00	\$2,048.35		
3/7/2013	NOD Release	\$30.00	\$2,078.35		
3/7/2013	NOD Release Recording Costs	\$22.00	\$2,100.35		
3/7/2013	Trustee Sale Guarantee	\$350.00	\$2,450.35		
3/27/2013	Vendor Adjustment	(\$350.00)	\$2,100.35		
3/27/2013	Red Rock Fee Adjustment	(\$559.70)	\$1,540.65		
3/31/2013	Late Fees	\$25.00	\$1,565.65		Late Fees
3/31/2013	Interest	\$2.31	\$1,567.96		Interest
4/1/2013	Sun City Anthem QT Assmt	\$275.00	\$1,842.96		Sun City Anthem QT Assmt
4/2/2013	Late Fees	\$25.00	\$1,867.96		Late Fees
4/2/2013	Late Fees	(\$25.00)	\$1,842.96		Rev 04/02/13 LF
4/4/2013	NOD Mailing Costs	\$85.70	\$1,928.66		
4/4/2013	Notice of Default	\$400.00	\$2,328.66		
4/4/2013	NOD Recording Costs	\$22.00	\$2,350.66		
4/4/2013	NOD Release	\$30.00	\$2,380.66		
4/4/2013	NOD Release Recording Costs	\$22.00	\$2,402.66		
4/4/2013	Trustee Sale Guarantee	\$350.00	\$2,752.66		
4/4/2013	NOD Mailing Charges Adjustment	(\$25.71)	\$2,726.95		
4/30/2013	Payoff Demand	\$150.00	\$2,876.95		Miles Bauer
5/1/2013	Late Fees	\$25.00	\$2,901.95		Late Fees
5/29/2013	Payoff Demand	\$150.00	\$3,051.95		Proudfit Realty
5/31/2013	Association Interest	\$3.52	\$3,055.47		

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
RMI Management, LLC

Business name/disregarded entity name, if different from above
Red Rock Financial Services

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Exempt payee
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)
4775 W Teco Ave. Suite #140

City, state, and ZIP code
Las Vegas, NV 89118

List account number(s) here (optional)

Requester's name and address (optional)

Print or type
See Specific Instructions on page 2.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			
--	--	--	---	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

8	8	-	0	3	5	8	1	3	-	2
---	---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Paul Just* Date ▶ **5/29/13**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



A. Settlement Statement (HUD-1)

Ticor Title of Nevada, Inc.
2200 Paseo Verde Pkwy, Suite 190
Henderson, NV 89052

OMB Approval No. 2502-0265

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: 13163498-016 MSA	7. Loan Number:	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.*)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name of Borrower: John T. Mazzeo
Linda L. Mazzeo

Address of Borrower:

E. Name of Seller: Gordon B. Hanson Trust

Address of Seller:

F. Name of Lender: TBD

Address of Lender:

G. Property Location: 2763 White Sage Drive,
Henderson, NV 89052
Clark 191-13-811-052

H. Settlement Agent: Ticor Title of Nevada, Inc.
(702) 932-0809
2200 Paseo Verde Pkwy, Suite 190, Henderson, NV 89052

Place of Settlement: Ticor Title of Nevada, Inc.
(702) 932-0809
2200 Paseo Verde Pkwy Suite 190, Henderson, NV 89052

I. Settlement Date: 07/04/2013 **Proration Date:** 07/04/2013 **Funding Date:** **Disburse Date:**

J. Summary of Borrower's Transaction	
100. Gross Amount Due from Borrower	
101. Contract sales price	395,000.00
102. Personal property	
103. Settlement charges to borrower (line 1400)	8,879.20
104.	
105.	
Adjustments for items paid by seller in advance	
106. City/town taxes	to
107. County taxes	to
108. Assessments	to
109. HOA	
110. SEWER	
111.	
112.	
113.	
114.	
115.	
120. Gross Amount Due from Borrower	403,879.20
200. Amounts Paid by or in Benefit for Borrower	
201. Deposit or earnest money	5,000.00
202. Principal amount of new loan(s)	0.00
203. Existing loan(s) taken subject to	
204.	
205.	
206. Seller Paid Transfer Tax	2,014.50
207. Seller Paid Owners Policy	1,577.00
208.	
209.	
Adjustments for items unpaid by seller	
210. City/town taxes	to
211. County taxes	to
212. Assessments	to
213.	
214.	
215.	
216.	
217.	
218.	
219.	
220. Total Paid by/for Borrower	8,591.50
300. Cash at Settlement from/to Borrower	
301. Gross amount due from borrower (line 120)	403,879.20
302. Less amounts paid by/for borrower (line 220)	8,591.50
303. Cash <input checked="" type="checkbox"/> From <input type="checkbox"/> To Borrower	395,287.70

K. Summary of Seller's Transaction	
400. Gross Amount Due to Seller	
401. Contract sales price	395,000.00
402. Personal property	
403.	
404.	
405.	
Adjustments for items paid by seller in advance	
406. City/town taxes	to
407. County taxes	to
408. Assessments	to
409. HOA	
410. SEWER	
411.	
412.	
413.	
414.	
415.	
420. Gross Amount Due to Seller	395,000.00
500. Reduction in Amount Due to Seller	
501. Excess deposit (see instructions)	
502. Settlement charges to seller (line 1400)	29,678.34
503. Existing loan(s) taken subject to	
504. Payoff of first mortgage loan to Short sale payoff estimate	380,187.70
505. Payoff of second mortgage loan to Wells Fargo	1,542.46
506. Seller Paid Transfer Tax	2,014.50
507. Seller Paid Owners Policy	1,577.00
508.	
509.	
Adjustments for items unpaid by seller	
510. City/town taxes	to
511. County taxes	to
512. Assessments	to
513.	
514.	
515.	
516.	
517.	
518.	
519.	
520. Total Reduction Amount Due Seller	395,000.00
600. Cash at Settlement from/to Seller	
601. Gross amount due to seller (line 420)	395,000.00
602. Less reductions in amount due seller (line 520)	395,000.00
603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	0.00

TBD

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
Our origination charge	HUD-1 Line Number # 801	0.00	0.00
Your credit or charge (points) for the specific interest rate chosen	# 802	0.00	0.00
Your adjusted origination charges	# 803	0.00	0.00
Transfer taxes	# 1203	0.00	0.00
Total		0.00	0.00

Charges That in Total Cannot Increase More Than 10%		Good Faith Estimate	HUD-1
Government recording charges	# 1201	0.00	0.00
Total		0.00	0.00
Increase between GFE and HUD-1 Charges		\$ 0.00 or	0.00 %

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	# 1001	0.00	0.00
Daily interest charges	# 901 \$ /day	0.00	0.00
Homeowner's insurance	# 903	0.00	0.00

Loan Terms

Your initial loan amount is	\$
Your loan term is	0 years
Your initial interest rate is	0%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 0.00 Includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of % . The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by % . Over the life of the loan, your interest rate is guaranteed to never be lower than % or higher than % .
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$.
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years on
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of \$ that results in a total initial monthly amount owed of \$. This includes: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Flood Insurance <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

Payoff Addendum

BREAKDOWN OF PAYOFF ON HUD line 504

Payoff to: Short sale payoff estimate

Loan #:

Description	Amount
Principal Balance	360,187.70
Interest	0.00
Total Payoff	360,187.70
Total as shown on HUD line #504.	
	360,187.70

BREAKDOWN OF PAYOFF ON HUD line 505

Payoff to: Wells Fargo

Loan #: 650-650-53779814-XXX

Description	Amount
Principal Balance	1,542.46
Interest	0.00
Total Payoff	1,542.46
Total as shown on HUD line #505.	
	1,542.46

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

BUYER(S):

John T. Mazzeo

Date: _____

Linda L. Mazzeo

Date: _____

SELLER(S):

Nona Tobin Successor Trustee of the Gordon B. Hansen Trust

Estate of Gordon B. Hansen

Date: _____

SETTLEMENT AGENT:

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Ticor Title of Nevada, Inc.

Date: _____

6/7/2013

RE: Short Sale Hardship Letter
Property: 2763 White Sage Drive, Henderson, NV 89052
Seller: The Gordon B. Hansen Trust

To Whom It May Concern:

My name is Nona Tobin, and I am the Successor Trustee of The Gordon B. Hansen Trust as of Mr. Hansen's death on January 14, 2012.

Mr. Hansen died in January of 2012 after battling cancer for two years. During that time he managed to keep current with his payments on this loan. However, with his death his income was reduced to nothing. His sole source of income had been pension payments from Ventura County and CAL-PERS which ceased upon his death. No payments on this loan have been made since the termination of his pensions.

With no income it has become impossible to make the mortgage payments and there is no relief in sight. I know this is not what Mr. Hansen expected when he took out the loan but the reality of the situation presents a short sale of the home as the only option at this time.

Your help and consideration in this matter are very much appreciated. Should you approve this sale it would benefit all since the property is currently in excellent condition with no damage.

Sincerely,



Nona Tobin
Successor Trustee of the Gordon Bruce Hansen Trust



GREATER LAS VEGAS ASSOCIATION OF REALTORS®

Multiple Listing Service

CHANGE ORDER #1

ADDRESS/DESCRIPTION 2763 White Sage Dr. Henderson, NV 89052-7093 MLS# 1227006
MLS AREA 606 PROPERTY TYPE SFR CURRENT PRICE \$ 395K

TO: Proudfit Realty COMPANY

The undersigned, being the owner(s) of property described above, hereby authorizes the following changes which are to be made a part of the original listing contract:

- (1) Listing contract renewed. Extend the Expiration date from...
(2) Change the price from \$... to \$...
(3) Change the terms and/or conditions to make the following corrections: WITHDRAW LISTING EFFECTIVE IMMEDIATELY
(4) Back on market.

The receipt of a copy of this authorization is hereby acknowledged.

Broker Douglas Proudfit Gordon B. Hansen Trust Owner
Listing Agent Douglas Proudfit Owner
Date JULY 10 2013 Date JULY 10 2013

THIS FORM DOES NOT CONSTITUTE A VALID CHANGE ORDER UNLESS SIGNED BY THE BROKER OF THE LISTING OFFICE.

(REVISED 05/03)

Proudfit Realty 2880 Bicentennial Pkwy Ste 130 Henderson, NV 89044
Phone: (702)453-7653 17 Fax: (702)453-7655 Douglas Proudfit

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2763 White Sage

GLVAR Single Family Residential Ownership SFR 07/10/13 4:48 PM
 ML# 1227006 Offc PDFT PubID 099056 Status W Area 606 L/Price \$ 395,000
 Address 2763 /WHITE SAGE DR Unit Mod LibertyCns StatusUpdate LP/SqFt \$161
 Building Bldr/Manf Del Webb LibertyCns Condo Conv N Zip 89052
 County CLARK Parcel# 191-13-811-052 Zoning SINGLE Studio N YrBuilt 2004 /RE
 Community SUNCITYANT Subdiv SUN CITY ANTHEM UNIT #19 PHASE Town City HENDERSON
 Assoc/Comm Feat Desc AGEREST /CCRS /CLUBHSE /CONGOLF /EXERCRM /POOL /RECRROOM /TENNIS Gated N
 Elem K-2 WALL Elem 3-5 WALL Junior DELW Highsch LIBR Subdiv# 4552 MetroMap 95 -F6

PROPERTY INFORMATION
 Bldg Desc 1STORY Prop Desc CASITA /GUESTHS #Baths FB 3/4 HB Tot
 Roof PITCHED/TILE Type DETACHED Unit Desc #Bedrms 3 #Den/Oth 1 #Loft 0
 Garage 2 /ATTACHD /AUTOOR /ENTRYHS /FINISHD Conv N Carport 0 Parking Desc MOSTPRK
 AppxLivArea 2,460 Lot SqFt 8,276 #Acres +/- 0.190 Lot Desc 1/4LESS

AppxAddLivArea AppxTotalLivArea Manuf N Length Width Convert Real Prop N MH-YrBlt
 PvSpa N PVPool Y /HEATED/INGRND PoolSize +/- 12 X25
 Dir Eastern So from St Rosa, stay L at split onto Anthem Pkwy, Pass Rec Ctr at Hampton, R on Wild Iris, L on Foxtail, L on White Sage to view
 Rem SHORT SALE APPROVED at list price. Perfect Liberty w/guest Casita* pool* views & privacy&illay wndws*Warm Corian*Large kitchen opens to esp family rm*Surround Sound*Cofered Ceilings*Catn paint*Beautiful patio paradise w/outdoor kitchen & big views yet very private*Guest house*entry courtyard*NO LID TAXI Unusually private & lovely views. Short sale patience required!

SHORT SALE APPROVED AT \$395,000. Escrow through Ticor Title, Mickie Salgado, officer. Commission submitted at 6%, lender approved commission to be split 50/50 between buyer and selling agent. Buyer to pay Sun City New Member fee (1/3 of 1% of price). Call L/A to show. NO LID. Please respect resident's privacy and call Agent to show.

Loft Dim 1st Floor Loft Dim 2nd Floor Loft Desc
 Liv Rm 19x14 ENTFOY /FORMAL /REAR 2ndBd: 15x13 TVCAB /TELEJK
 Fam Rm 18x14 SEFPAM 3rdBd: 10x10 TVCAB /TELEJK
 Grt Rm Grt Rm N 4thBd:
 Din Rm 13x11 FORMAL /LIYDIN /BRKFRM 5thBd:
 Kitchen CUSCAB /ISLAND /RECESS /PANTRY /NOOK /SLDCTP/TILE Bed Dn Y Ba Dn Y Ba Dn Desc. F
 Den Dim: 12x11 Loft Dim:
 MBR 15x13 2MBR /CEILFN /DRESRM /WICLOS MBR Down Furnished Desc NOFURN
 MB Bath BTHUB /DBLSNK /SHOWER Constrctn FRMSTUC
 Refrig N Dispos Y Dishw Y Washer Inc N Dryer Inc N Dryer/Util G Location ROOM
 OthAppliances MICROWV/WTCND/O Oven Desc BLTINE/CONKTOPG
 Interior BLINDS /CEILFN /POTSHLV /WNDWCOV /SHUTTRS /SKYLGT Floor CARPET/CERAMIC
 Firepl 0 Firepl Loc Equest NONE
 Fence F /WRTIRON Miscel HPP
 House Face N House Views MOUNTYW /PRKGRN

Exterior CVPATIO /PATIO
 Landscap BUDDRIP /DESERT /MATURE /SHRUBS
 Heat Sys 2UNITS+/CENTRAL Ht Fuel GAS Water PUBLIC
 Cool Sys 2UNITS+/REFRIG/CENTRAL CL Fuel ELEC Grd Mounted Y Sewer PUBLIC
 Util Inf Cable TV Wired /Underground Utilities Energy DUALPNE /LOWEWIN /TINWINDW
 VOW/FINANCIAL/LISTING OFFICE INFORMATION Internet Y Public Address Y AVM N Commentary Y

Assoc Fee Y Assoc Name Sun City Anthem Assoc Ph 702-614-5817 Mast Plan Fee \$ 0
 Assoc Fee 1 \$ 275 / 0 Assoc Fee 2 Assessmnt N Assessment Amt
 Assoc Fee Includes MGMT /REC /RESERV /COMTAX SID/LID? N SID/LID Bel SID/LID Ann
 Earn Dep \$ 5,000 Ann Tax \$3.039 Court App N Short Sale Y Forecl Y Repp/RED N Ltid/Typ N
 Finance Consid CASH /CONV NOD 03/19/13 Rent \$ 1,300 Poss COE
 Lockbox E Lockbox Location hose blb TempOffMidStatus T Status Date
 L/Agent Douglas Proudft L/A Ph 702-526-8000 REALTOR Y PhotoExclud LockboxAuth
 Office Proudft Realty OffcPh 702-453-7653 CoOp 3.000% Flat Fee Bonus SO N
 Off Add 2880 Bicentennial Pkwy Ste 130, Henderson 89044- BrokerName Douglas Proudft VirtualTour
 Aqt Fax # 702-446-8325 Email Doug@ProudftRealty.com Vr N Ex N
 Resident N/A Res Ph 702-453-7653 Power ON AucTyp OwnLic N
 Showing KEYANY Occup VAC AucDt ExpDt 09/13/13 ListDt 02/13/12
 ComboLB GateCode GateCode2 WD 07/10/13 Active DOM 456
 Presented by: Office Name: Proudft Realty Agent: Douglas Proudft

GLVAR DEEMS INFORMATION RELIABLE BUT NOT GUARANTEED - IT IS A VIOLATION TO PROVIDE DETAIL PRINTOUTS TO A CUSTOMER/CLIENT

2763 White Sage

1 message

Nona Tobin <nonatobin@gmail.com>

Sat, Sep 14, 2013 at 9:29 AM

To: Lee Cedola <lee@proudfitrealty.com>, Doug Proudfit <doug@proudfitrealty.com>

B of A has just refused the deed in lieu on Bruce's house because Wells Fargo still has a lien on the title for the \$15000 second even though WF wrote that off and issued a 1099c on it in 2012 when the house sold the first time.

B of A's contractor acted as if I should be able to fix this. Is there anything in your file or experience that could help me? Or should I just ignore them?

I am going to be in Mexico until 9/28 but can get email.

Thanks for your help.

Nona

RE: Bruce's house

1 message

Doug Proudfit <doug@proudfitrealty.com>
To: Nona Tobin <nonatobin@gmail.com>

Tue, Oct 1, 2013 at 4:58 PM

Nona, I've never heard of the lender securing the house before foreclosing. It's not our box, don't know who it belongs to. Also, how on earth would they have gotten a key???

Douglas Proudfit*Proudfit Realty*

Owner/Broker

Cell: 702.526.8000

Office: 702.453.7653

Fax: 702.446.8325

From: Nona Tobin [mailto:nonatobin@gmail.com]
Sent: Sunday, September 29, 2013 7:51 PM
To: Doug Proudfit
Subject: Bruce's house

I don't know if i told you before i left for Mexico that the B of A vendor handling the deed in lieu notified me that they were closing the file and not accepting the deed. The reason was that Wells Fargo wrote off the \$15,000 second when the house seemed to be sold in 2012, but then when the sale fell, they didn't clear the title.

Anyway, i got a call from City of henderson Code Enforcement while I was gone that they noticed that there was a lock box on the house now. I don't know why they were out at the house since they drained the pol weeks ago, but anyway, my question is: is that your lock box? If not, does the bank have a right to secure the property away from me without going through foreclosure and otherwise getting completely off my back?

It doesn't seem like they should be able to have their cake and eat it too.

Thanks.

Nona