

Case No. 19-16355

UNITED STATES COURT OF APPEALS  
FOR THE NINTH CIRCUIT

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SATICOY BAY LLC SERIES 452 CROCUS HILL,

Plaintiff/Appellant,

v.

GREEN TREE SERVICING, LLC,

Defendant/Appellee.

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On Appeal from the United States District Court for the District of Nevada  
Case No. 2:15-CV-00977-RFB-CWH  
Honorable Richard F. Boulware, II

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**APPELLANT'S EXCERPTS OF RECORD**  
**VOLUME 3 of 3**

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**Lender Relationships**

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**Section 405  
Types of Records  
(01/31/03)**

must retain with its records for the applicable MBS pool, a copy of the Form 2002 and the trial balance (or annotated Form 2005) for the MBS pool. The servicer will not need to provide any recertification documentation if the new document custodian is Fannie Mae's DDC.

Mortgage loan files and records that may be required to be sent to Fannie Mae include individual mortgage loan files, permanent mortgage account records, and accounting system reports. The responsibility for the physical possession of the mortgage loan documents may vary depending on whether the mortgage loan is a portfolio or MBS mortgage loan.

The lender must establish the individual mortgage loan file when it originates a mortgage. If the lender does not service the mortgage, it must transfer the file to the servicer to ensure that the servicer will have complete information about the mortgage loan in its records.

The accounting records relating to mortgage loans serviced for Fannie Mae must be maintained in accordance with sound and generally accepted accounting principles and in such a manner as will permit Fannie Mae's representatives to examine and audit such records at any time.

Specifically, Fannie Mae's examination and audit of a servicer's records will consist of:

- monitoring all monthly accounting reports submitted to Fannie Mae;
- conducting periodic procedural reviews during visits to the servicer's office or the document custodian's place of business;
- conducting, from time to time, in-depth audits of the servicer's internal records and operating procedures—including, but not limited to, the examination of financial records, borrower escrow deposit accounts, and underwriting standards; and
- performing spot-check underwriting reviews of mortgage loans in the servicer's portfolio on a random sample basis.

State and federal law now recognizes electronic records as being equivalent to paper documents for legal purposes; therefore, Fannie Mae's

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requirements for record accessibility and retention apply equally to paper and electronic records.

Section 405.01  
Individual Mortgage Loan  
Files (08/24/03)

The lender must establish an individual file for each mortgage loan it sells to Fannie Mae. Each file must be clearly identified by Fannie Mae's loan number, which can be marked on the file folder or logically associated with any file which is composed of electronic records.

Files for participation pool mortgage loans must be clearly identified by the words "Fannie Mae participation" and Fannie Mae's percentage interest.

Files for MBS mortgage loans must identify the number of the related MBS pool.

Files must include any records that will be needed to service the mortgage loan as well as records that support the validity of the mortgage loan. The servicer should use the individual mortgage loan file established at the time of origination to accumulate other pertinent servicing and liquidation information, such as:

- property inspection reports,
- copies of delinquency repayment plans,
- copies of disclosures of ARM interest rate and payment changes,
- documents related to insurance loss settlements, and
- foreclosure notices.

Among other things, the initial individual mortgage loan file must include:

- a copy of the Participation Certificate, if applicable;
- a copy of the related Schedule of Mortgages for a mortgage loan (or a participation interest in a mortgage loan) if an MBS mortgage loan;

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- originals of the recorded mortgage or deed of trust, any applicable rider, and any other documents changing the mortgage loan terms or otherwise affecting Fannie Mae's legal or contractual rights;
- a copy of the mortgage or deed of trust note and any related addenda;
- a copy of either the unrecorded assignment to Fannie Mae (or the recorded assignment, when applicable), or the original assignment to MERS, if the mortgage loan is registered with MERS and MERS is not named as nominee for the beneficiary, and copies of all required intervening assignments;
- a copy of the FHA mortgage insurance certificate, VA mortgage loan guaranty certificate, RD mortgage loan note guarantee certificate, HUD Indian mortgage loan guarantee certificate, or conventional mortgage insurance certificate, if applicable;
- a copy of the underwriting documents, including any Desktop Underwriter reports;
- a copy of the title policy, hazard insurance policy, flood insurance policy (if required), and any other documents that might be of interest to a prospective purchaser or servicer of the mortgage loan or might be required to support title or insurance claims at some future date (for example, FEMA's flood hazard determination form, title evidence, or survey); and
- a copy of the final HUD-1 Settlement Statement (or HUD-1A if applicable) or other closing statement evidencing all settlement costs paid by the borrower and seller, executed by the borrower and seller (if applicable).

**Note:** In escrow states, if the lender is unable to have the final HUD-1 signed by the borrower and seller, the lender may supplement the final HUD-1 signed by the escrow officer with either:

- the estimated HUD-1 (or multiple matching documents) signed by the borrower and seller, or

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- the final Escrow Instructions (or multiple matching documents) signed by the borrower and seller.

The servicer must retain any of these applicable documents and must ensure that they are readily accessible if needed in any bankruptcy or foreclosure proceeding, or for any other purpose in connection with the servicing of the mortgage loan. The servicer may hold copies if originals are not required, while originals have been sent for filing but have not yet been returned, or while the originals are otherwise temporarily out of the servicer's possession.

After a mortgage loan is liquidated, the servicer must keep the individual mortgage loan records for at least four years (measured from the date of payoff or the date that any applicable claim proceeds are received), unless the local jurisdiction requires longer retention or Fannie Mae specifies that the records must be retained for a longer period.

Examples of the collateral document(s) for a manufactured home that are required for mortgage loans for which an application was taken on or after August 24, 2003 include:

- in states where a manufactured home can become real property without first being titled as personal property, documentation (if it is available) indicating that no certificate of title (or similar ownership document) was ever issued;
- in states where the certificate of title (or similar ownership document) can be surrendered or retired when the home becomes real property, documentation evidencing such surrender or retirement;
- the certificate of title (or similar ownership document) if it has not been or cannot be surrendered;
- any Uniform Commercial Code (UCC) financing statement (or similar notice of lien) that was filed pursuant to applicable law; or
- a security agreement that creates a lien on the manufactured home in addition to the mortgage loan or deed of trust.

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Servicers that have collateral documents for manufactured housing loans prior to August 24, 2003, must retain any such documents, but they are not required to seek these documents for such mortgage loans.

Generally, the only documents associated with the origination and servicing of a mortgage loan that the servicer needs to retain in paper format are the security instrument (and any related riders), any other document that changes the terms of the mortgage loan, the assignment for a MERS-registered mortgage loan (when MERS is not named as nominee for the beneficiary), the unrecorded assignment of the mortgage loan to Fannie Mae (if the mortgage loan is not registered with MERS and the servicer or a document custodian is holding the assignment as a custodial document), and the note and any related addenda (if the servicer or a document custodian is holding the note as a custodial document). All other documents in the individual mortgage loan file may be retained in an electronic format (as discussed in *Section 406, Record Retention and Data Integrity (01/31/03)*). When the servicer chooses to store these documents in a format other than paper, it must provide any prospective transferee servicer with information about the methods it uses for document and records storage. If the transferee servicer uses a different storage method, the transferor servicer must work with the transferee servicer to convert the documents and records to a format that is compatible with the transferee servicer's storage methods.

Section 405.02  
Mortgage Loan Payment  
Records (01/31/02)

The servicer also must maintain permanent mortgage account records for each mortgage loan it services for Fannie Mae. The records must be identified by Fannie Mae's loan number (and any related participation certificate or MBS pool number) in addition to any other identification the servicer uses. The servicer may develop its own system for maintaining these records, as long as it can produce an account transcript within a reasonable time after it is requested.

The servicer's accounting system must be able to produce detailed information on:

- all transactions that affect the mortgage loan balance (the amount and due date of each payment, when the payment was received, and how the payment was applied);

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they would confirm that the servicer did not take certain actions that Fannie Mae requires. If that is not the case, the servicer must provide a reasonable explanation for its failure to produce the records and, if appropriate, offer evidence that any particular requirement Fannie Mae is concerned about was satisfied. If the servicer fails to provide a reasonable explanation or any evidence showing that the requirement was satisfied, Fannie Mae can take any action that is authorized under the Lender Contract or its Guides for the servicer's breach of its requirements.

If Fannie Mae has to take legal action to obtain these records, the servicer will be liable for any legal fees, costs, and related expenses that Fannie Mae incurs in enforcing its right of access to the records unless it is determined that Fannie Mae had no legal right of access to them.

**Section 408**  
**MERS-Registered**  
**Mortgage Loans**  
**(01/31/03)**

MERS is an electronic system that assists in the tracking of mortgage loans, servicing rights, and security interests. To initiate the electronic tracking, a lender assigns a special MERS MIN to the mortgage loan, registers the mortgage loan in MERS, and then either (1) originates the mortgage loan with MERS appearing in the security instrument as nominee for the beneficiary and its successors and assigns or (2) records an assignment of the mortgage loan to MERS (thus making MERS the mortgagee of record).

When a MERS-registered mortgage loan is delivered to Fannie Mae, the lender reports the MIN on the *Loan Schedule* (Form 1068 or Form 1069) or on the *Schedule of Mortgages* (Form 2005) and, after Fannie Mae purchases the mortgage loan, Fannie Mae notifies MERS to ensure that its records are updated to reflect Fannie Mae's ownership interest. If a mortgage loan is not registered with MERS until after Fannie Mae purchases it, the servicer must report Fannie Mae's ownership when it registers the mortgage loan.

A servicer that chooses to register its entire servicing portfolio with MERS may identify a few instances in which Fannie Mae is the owner of record for the mortgage loan (because an original assignment of the mortgage loan to Fannie Mae was recorded in the public records). When that is the case, the servicer will need to prepare an assignment of the mortgage loan from Fannie Mae to MERS and send it to Fannie Mae for execution (and subsequently record it in the public records) before it can complete the registration of the mortgage loan with MERS.

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Registration of Fannie Mae–owned or Fannie Mae–securitized mortgage loans in MERS (as either an assignee or the nominee of the original mortgagee) does not change the lender’s (or mortgage servicer’s) responsibility for complying with all applicable provisions of the MSSC, Fannie Mae’s Guides (as they may be amended from time to time), the lender or servicer’s Master Agreement, or any negotiated contract that it has with Fannie Mae (unless Fannie Mae specifies otherwise), or other agreements that are part of the Lender Contract. MERS will have no beneficial interest in the mortgage loan, even if it is named as the nominee for the beneficiary in the security instrument. In addition, MERS’ failure to perform any obligation with respect to a MERS-registered mortgage loan does not relieve the lender (or the mortgage servicer) from its responsibility for performing any obligation required by the terms of its Lender Contract.

The lender or servicer is responsible for the accurate and timely preparation and recordation of security instruments, assignments, lien releases, and other documents relating to MERS-registered mortgage loans and must take all reasonable steps to ensure that the information on MERS is updated and accurate at all times. The lender or mortgage servicer also will be solely responsible for any failure to comply with the provisions of the MERS Member Agreement, Rules, and Procedures and for any liability that it or Fannie Mae incurs as a result of the registration of mortgage loans with MERS or any specific MERS transaction.

Section 408.01  
Termination of MERS  
Registration for Active  
Mortgage Loan  
(01/31/03)

A servicer may decide that it does not want a mortgage loan that it is actively servicing to remain registered in MERS for some reason. In such cases, the servicer will need to notify MERS to request that the mortgage loan be “deactivated” in MERS. (MERS will notify Fannie Mae about the deactivation of any mortgage loan in which it has an interest.) The servicer will need to prepare an assignment of the mortgage loan from MERS to itself and have it executed, and then record the executed assignment in the public land records. The servicer also must prepare (in recordable form) an unrecorded assignment of the mortgage loan from itself to Fannie Mae and submit the original of that assignment to Fannie Mae’s DDC or the applicable document custodian.



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Section 408.02  
Termination of Servicer's  
MERS Membership  
(01/31/03)

If, for any reason, a servicer's membership in MERS is terminated, the servicer must notify Fannie Mae promptly. For each MERS-registered mortgage loan that it is servicing for Fannie Mae, the servicer must prepare an assignment of the mortgage loan from MERS to itself and have it executed, and then record the executed assignment in the public land records. The servicer also must prepare (in recordable form) an unrecorded assignment of the mortgage loan from itself to Fannie Mae and submit the original of that assignment to Fannie Mae's DDC or the applicable document custodian.

**Foreclosures,  
Conveyances and  
Claims, and Acquired  
Properties**

**Foreclosures**

March 14, 2012

Section 101

**Section 101  
Routine vs. Nonroutine  
Litigation (10/01/08)**

A servicer generally should not initiate routine legal proceedings in Fannie Mae’s name, but in instances where it is appropriate or necessary to do so, Fannie Mae must be described in the legal proceedings as “Federal National Mortgage Association (Fannie Mae), a corporation organized and existing under the laws of the United States.” The servicer, its legal counsel, and foreclosure attorneys (or trustees) should not forward papers, pleadings, and notices related to routine uncontested legal actions to Fannie Mae. If any routine legal proceeding becomes contested (e.g., the defendant in any proceeding files any appeal, motion for rehearing, or similar procedure) or a servicer receives notice of a nonroutine action that involves a Fannie Mae–owned or Fannie Mae–securitized mortgage loan or that will otherwise affect Fannie Mae’s interests—regardless of whether Fannie Mae is also named as a party to the action—the servicer must immediately contact Fannie Mae’s Regional Counsel via e-mail to [nonroutine\\_litigation@fanniemae.com](mailto:nonroutine_litigation@fanniemae.com).

A servicer may not initiate or defend nonroutine litigation on Fannie Mae’s behalf unless it obtains prior written consent from its Fannie Mae Regional Counsel via email. This will enable Fannie Mae to concur in the necessity for the action, the selection of legal counsel, development of legal strategy, and approval of legal fees and costs. One example of a nonroutine legal action is a case in which the servicer’s legal counsel wants to pursue a judicial foreclosure in order to clear technical defects even though the security property is located in a state in which the usual method of foreclosure is by non-judicial foreclosure. In this situation, the servicer should not commence a judicial foreclosure for a conventional mortgage loan without first clearing the action with Fannie Mae. Nonroutine litigation also includes any claim, counterclaim, or procedure that: challenges methods in which Fannie Mae does business; involves Fannie Mae’s status as a federal instrumentality; requires interpretation of Fannie Mae’s Charter, such as removal to federal court based on Fannie Mae’s Charter; claims punitive damages from Fannie Mae; or asserts liability against Fannie Mae based on actions of its servicers. Additional examples include “show cause orders” or proceedings and motions for sanctions.

**Section 102  
Prereferral to  
Foreclosure Review  
(10/01/11)**

The servicer must perform a prereferral to foreclosure review of the mortgage loan at least 7 days prior to the date the servicer is required to refer the mortgage loan to foreclosure. Before the review, the breach letter

# EXHIBIT C



## Lender Letter LL-2015-04

September 16, 2015

**To: All Fannie Mae Single-Family Servicers**

### **Nevada HOA Litigation**

#### **Servicer Reliance on HERA: Nevada Properties**

On September 18, 2014, the Nevada Supreme Court held that a homeowners association's non-judicial foreclosure of a "super-priority" lien could extinguish an existing first deed of trust. *See SFR Investments v. U.S. Bank* (Nev. 2014). In response, the Federal Housing Finance Agency (FHFA), Fannie Mae, Freddie Mac, and various GSE servicers have asserted in litigation that the Housing and Economic Recovery Act of 2008 (HERA), prohibits the extinguishment of GSE liens absent FHFA's consent as conservator of the GSEs.

#### **FHFA's Statement on Servicer Reliance on HERA**

For reference, attached is the Servicer Reliance on HERA in Foreclosures Involving Homeownership Associations statement issued by FHFA on August 28, 2015, regarding servicers' reliance on HERA in connection with Nevada "super-priority" lien foreclosures and related HOA litigation.

#### **Servicer Obligation to Escalate All Non-Routine Litigation**

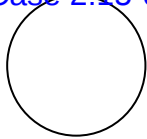
Fannie Mae reminds the servicer to escalate via submission of the *Non-Routine Litigation Form* ([Form 20](#)) as specified in *Servicing Guide E-1.3-01, General Servicer Responsibilities for Non-Routine Matters all non-routine litigation involving actions that challenge the validity, priority, or enforceability of a Fannie Mae mortgage loan or that seek to impair Fannie Mae's interest in an acquired property.*

Additionally, *Servicing Guide E-1.3-02, Reporting Non-Routine Litigation to Fannie Mae* specifies servicers must report non-routine litigation to Fannie Mae within two business days of the servicer receiving notice of the litigation.

\*\*\*\*\*

The servicer should contact its Servicing Consultant, Portfolio Manager, or Fannie Mae's Credit Portfolio Management's Servicer Support Center at 1-888-FANNIE5 (1-888-326-6435) with any questions regarding this Lender Letter.

Malloy Evans  
Vice President  
Credit Portfolio Management



## **Federal Housing Finance Agency**

August 28, 2015

### **Servicer Reliance on the Housing and Economic Recovery Act of 2008 in Foreclosures Involving Homeownership Associations**

As noted in the December 22, 2014 and April 21, 2015 statements on certain super-priority liens, the Federal Housing Finance Agency has an obligation to protect Fannie Mae's and Freddie Mac's property rights. FHFA will aggressively do so by bringing or supporting actions to contest common ownership association (commonly known as HOAs) foreclosures that purport to extinguish Enterprise property interests in a manner that contravenes federal law.

This statement confirms that FHFA supports the reliance on Title 12 United States Code Section 4617(j)(3) in litigation by authorized servicers of the Enterprises to preclude the purported involuntary extinguishment of an Enterprise's property interest by an HOA foreclosure sale.

Alfred M. Pollard  
General Counsel  
Federal Housing Finance Agency

# **EXHIBIT 5**

# Chapter A2-1, Contractual Obligations for Sellers/Servicers

## Contractual Obligations for Sellers/Servicers

### Introduction

This chapter explains the basic legal relationship between a seller, servicer, or seller/servicer and Fannie Mae.

### In This Chapter

This chapter contains information on the following subjects:

|                                                                                     |    |
|-------------------------------------------------------------------------------------|----|
| <a href="#">A2-1-01, Contractual Obligations for Sellers/Servicers (09/04/2018)</a> | 7  |
| <a href="#">A2-1-02, Nature of Mortgage Transaction (02/27/2018)</a>                | 11 |
| <a href="#">A2-1-03, Indemnification for Losses (08/29/2017)</a>                    | 12 |

## A2-1-01, Contractual Obligations for Sellers/Servicers (09/04/2018)

### Introduction

This topic describes some of the seller’s, servicer’s and seller/servicer’s contractual arrangements, including:

- [Role of MSSC](#)
- [Special Seller/Servicer Approval and MSSC Addendum](#)
- [Lender Contract: Integration and Non-Divisibility](#)
- [Amendments to the Guides](#)
- [General Contract Terms](#)

### Role of MSSC

After Fannie Mae approves a seller or servicer or seller/servicer, both parties execute the *Mortgage Selling and Servicing Contract* (MSSC) and any other relevant agreements. The continuation of that relationship depends on both parties honoring the mutual promises in the Lender Contract.

The MSSC establishes the basic legal relationship between a seller, servicer or seller/servicer and Fannie Mae and

- establishes the entity as an approved seller of mortgages and participation interests or an approved servicer of mortgages or both; and
- incorporates by reference the *Selling Guide*, the *Servicing Guide*, the *Requirements for Document Custodians*, Software Subscription Agreement, Manuals, Announcements, Lender Letters, Release Notes, Notices, directives and other documents which may be incorporated by reference into the Guides, all as amended or supplemented from time to time.

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### Special Seller/Servicer Approval and MSSC Addendum

Certain mortgage loan types require special approval. The following special approvals will be documented by an addendum to the *Mortgage Selling and Servicing Contract* (MSSC) between Fannie Mae and the seller/servicer:

- co-op share loans,
- second mortgages,
- HomeStyle Renovation mortgages, and
- electronic mortgages (eMortgages).

Sellers/servicers may request approval to deliver these loans through their Fannie Mae customer account team. Sellers/servicers may not deliver these loan types unless they obtain the applicable special approval and execute any additional agreements required by Fannie Mae. Sellers/servicers that apply for special approval to deliver HomeStyle Renovation mortgages must also complete a *Special Lender Approval Form* ([Form 1000A](#)).

Fannie Mae reserves the right to cease approving sellers/servicers for or accepting deliveries of any or all of the mortgage loan types listed above from any or all sellers/servicers. The decision to no longer accept deliveries may result in an amendment to, or the termination of, the special approval. Fannie Mae will provide the affected seller/servicer with reasonable notice of this decision. If the decision affects a seller/servicer's ability to fulfill any required mandatory delivery amount under its Master Agreement, Fannie Mae will consider alternatives through which the seller/servicer can fulfill its delivery obligation.

For a discussion of mortgage loan types that require special customized/negotiated terms in a Master Agreement, see [A2-4-01, Master Agreement Overview \(10/31/2017\)](#). For additional information on lender contracts, refer to [E-1-04, List of Lender Contracts \(12/06/2016\)](#).

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### Lender Contract: Integration and Non-Divisibility

The MSSC and all of the documents referenced above, together with any other agreements with Fannie Mae that provide for additional obligations to Fannie Mae, such as commitments, master agreements, technology agreements, and collateral agreements, are together referred to as the "**Lender Contract**" and form a single, integrated contract.

A servicer or seller/servicer's benefits and obligations to service loans under the Lender Contract are integrated and cannot be separated from the seller's or seller/servicer's benefits and obligations to sell loans under the Lender Contract.



Fannie Mae relies on this integration and non-divisibility in entering into, and continuing to be bound by, the Lender Contract and in consenting to a servicing transfer.

### Amendments to the Guides

All of Fannie Mae’s communications (Guides, Manuals, Announcements, Lender Letters, Release Notes, and Notices and directives) are incorporated into the Guides by reference, and are effective on the dates specified in such documents. Certain information and requirements posted on Fannie Mae’s website are also incorporated by reference into the Guides.

Fannie Mae transmits communications to sellers, servicers and seller/servicers by posting them on Fannie Mae’s corporate website (or other websites as Fannie Mae may establish in the future). Fannie Mae also publishes some communications (for convenience) via AllRegs.

### General Contract Terms

The following table describes some general contract terms.

| GENERAL CONTRACT TERMS              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic                               | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Joint and Several Responsibility    | <p>Unless Fannie Mae otherwise agrees in writing, upon the transfer of servicing loans:</p> <ul style="list-style-type: none"> <li>the transferor and transferee are jointly and severally responsible for all selling representations, warranties, and obligations related to the transferred loans, including those that arise before delivery of the loans to Fannie Mae; and</li> <li>the transferee is jointly and severally responsible for all servicing obligations and liabilities of the transferor, including those that arise before delivery of the loans to Fannie Mae.</li> </ul>                                                                                                                                                    |
| Terminology and General Conventions | <ul style="list-style-type: none"> <li>While the term “lender” is generally used throughout the <i>Selling Guide</i> to refer to the entity responsible for all aspects of the origination and delivery of loans to Fannie Mae and if applicable, the servicing of loans, the terms “seller”, “servicer”, “lender”, and “seller/servicer” are all used in the Guides in different contexts. The particular term used should not be viewed as an exclusion of an entity’s responsibilities in connection with a loan.</li> <li>The “responsible party” means a seller, servicer, or other entity(ies) that is responsible for the selling representations and warranties or for the servicing responsibilities and liabilities on a loan.</li> </ul> |
| Glossary of Defined Terms           | A glossary of defined terms is included in the Guides.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Independent Contractor              | The servicer services Fannie Mae loans as an independent contractor and not as an agent, assignee, or representative of Fannie Mae.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

Part A, Doing Business with Fannie Mae  
 Subpart A2, Lender Contract  
 Chapter A2-1, Contractual Obligations for Sellers/Servicers

10/02/2018

| GENERAL CONTRACT TERMS       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic                        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Assignment                   | <p>A seller, servicer or seller/servicer may not, without Fannie Mae's prior written consent, assign:</p> <ul style="list-style-type: none"> <li>the Lender Contract, or any component of the Lender Contract such as master agreements, whole loan or MBS commitments or contracts, under any circumstances; or</li> <li>its responsibility for servicing individual mortgages Fannie Mae owns or have a participation interest, except in accordance with the Guides.</li> </ul> <p>Fannie Mae may assign its participation interest in any mortgage and all rights in the mortgages owned under the Lender Contract or any other instruments.</p> |
| No Third Party Beneficiaries | <p>No borrower or other third party is a third party beneficiary of the Lender Contract or obtains any rights through the Lender Contract or any of our seller, servicer or seller/servicer communications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Construction                 | <ul style="list-style-type: none"> <li>The term "including" and similar words means "including, without limitation".</li> <li>Headings and captions are for convenience only.</li> <li>If any provision of the Lender Contract is held invalid, the enforceability of all remaining provisions are not affected, and the Lender Contract will be interpreted as if the invalid provision were not contained in the Lender Contract.</li> </ul>                                                                                                                                                                                                       |
| Notice of Termination        | <p>Any notice of termination of the Lender Contract or any component must be in writing and delivered by hand, electronic mail (with electronic confirmation of delivery), overnight express or similar service (fees prepaid), or first-class United States registered or certified mail with return receipt requested (postage prepaid), to the applicable party at its address specified in the MSSC (which may be changed by written notice).</p>                                                                                                                                                                                                |
| Governing Law                | <p>New York state law without regard to its conflict of law rules.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

## Related Announcements

The table below provides references to the Announcements that have been issued that are related to this topic.

| Announcement                             | Issue Date         |
|------------------------------------------|--------------------|
| <a href="#">Announcement SEL-2018-07</a> | September 04, 2018 |
| <a href="#">Announcement SEL-2017-07</a> | August 29, 2017    |
| <a href="#">Announcement SEL-2013-03</a> | April 9, 2013      |
| <a href="#">Announcement 09-06</a>       | March 23, 2009     |

# **EXHIBIT 6**

| Document Ownership               | Document Execution Submission Without LPOA or Servicer Unable to Execute                                                                                                                                                                                                                                                          | For Inquiries OR If Required Delivery Method is Email                                            | Delivery Address when an Original is Required to be Mailed                                                                 |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| SF CPM Division                  | <ul style="list-style-type: none"> <li>Quitclaim deeds for properties conveyed in error</li> <li>Release of liability</li> <li>Assignments of mortgage</li> <li>Substitution of trustees</li> <li>Conveyance or reconveyances of acquired properties</li> <li>Mortgage Loan Modifications</li> <li>All other documents</li> </ul> | <a href="mailto:CPM_Servicing_Documents@fanniemae.com">CPM_Servicing_Documents@fanniemae.com</a> | Fannie Mae<br>Attn: SF CPM, Documents<br>P.O. Box 650043,<br>Dallas, TX 75265<br>or<br>P.O. Box 809007<br>Dallas, TX 75265 |
| SF CPM, Loss Mitigation Division | Partial Release of Security                                                                                                                                                                                                                                                                                                       | <a href="mailto:partial_releases@fanniemae.com">partial_releases@fanniemae.com</a>               | Fannie Mae<br>SF CPM, Loss Mitigation Department<br>5600 Granite Parkway VII<br>Plano, TX 75024                            |

**Related Announcements**

The following table provides references to Announcements that are related to this topic.

| Announcements                            | Issue Date   |
|------------------------------------------|--------------|
| <a href="#">Announcement SVC-2017-04</a> | May 10, 2017 |

**F-1-11, Post-Delivery Servicing Transfers (09/18/2018)**

**Introduction**

This Servicing Guide Procedure includes the following:

- [Requesting Fannie Mae Approval](#)
- **Special Notifications to the Transferee Servicer**
- [Notifying Third Parties](#)

- [Transfer of Individual Mortgage Loan Files and Portfolio Information](#)
- [Submission of Final Accounting Reports/Remittances](#)
- [Preparing Mortgage Loan Assignments](#)
- [Transfer of Custodial Documents](#)

## Requesting Fannie Mae Approval

### Transfer of Mortgage Loans

As required in *Requesting Fannie Mae Approval* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the servicer must submit the appropriate information to request Fannie Mae's approval of the transfer of servicing, including servicing transfers involving a subservicer.

When requesting approval to transfer servicing, the transferor or transferee servicer or subservicer must submit a fully completed *Request for Approval of Servicing or Subservicing Transfer (Form 629)* in an electronic format to the Servicing Transfers group at [servicing\\_transfers@fanniemae.com](mailto:servicing_transfers@fanniemae.com). The submission is required at least 60 days before the earlier of proposed sale or transfer date for servicing transfers, and at least 30 days before the earlier of proposed sale or transfer date for subservicing transfers.

The servicer must include the transfer and sale dates on [Form 629](#). The transfer date refers to the date on which the physical transfer of the servicing (or subservicing) responsibilities from the transferor servicer (or subservicer, as the case may be) to the transferee servicer (or subservicer) occurs. It may not necessarily be the same date as the sale date identified in a servicing transfer agreement. The sale date is the date on which the ownership of the servicing rights and the legal liability for the servicing of the Fannie Mae mortgage loans transfer from one servicer to another.

**Note:** While Fannie Mae requires the transferring parties to identify the sale date associated with a servicing transfer, Fannie Mae's approval will only be issued as to the transfer date.

### Special Notifications to the Transferee Servicer

As required in *Obligations of the Transferor and Transferee Servicers* and *Special Notifications to the Transferee Servicer* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the transferor servicer must provide special notification to the transferee servicer when a transfer of servicing includes the following:

- an eMortgage,
- a mortgage loan modified under HAMP and/or 2MP, or
- a mortgage loan subject to resale restrictions regardless of whether the restrictions survive foreclosure or acceptance of a Mortgage Release (deed-in-lieu of foreclosure).

### When a Servicing Transfer Includes an eMortgage or a Mortgage Loan Modified Under HAMP/2MP

For an eMortgage or a mortgage loan modified under HAMP/2MP, the transferor servicer must take the actions described in the following table.

|   |                                                                                                                                                                                                                                                                         |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ | <b>The transferor servicer must...</b>                                                                                                                                                                                                                                  |
|   | Advise the transferee servicer that an eMortgage or a mortgage loan modified under HAMP/2MP is part of the portfolio being transferred.                                                                                                                                 |
|   | Confirm that the transferee servicer <ul style="list-style-type: none"> <li>• is aware of the special requirements for these mortgage loans, and</li> <li>• agrees to assume the additional responsibilities associated with servicing these mortgage loans.</li> </ul> |

**Special Requirements when the Servicing Transfer includes eMortgages**

Subsequent to Fannie Mae’s approval of a servicing transfer, the following table describes additional actions that the transferor servicer must complete prior to the date of transfer, for a transfer of servicing that includes eMortgages.

|   |                                                                                                                                                |
|---|------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ | <b>The transferor servicer must...</b>                                                                                                         |
|   | Provide to the transferee servicer a copy of all eNotes included in the transfer via MSERS eDelivery or some other mutually agreed-upon means. |
|   | Update the “Servicing Agent” field in the MERS eRegistry to reflect the transferee servicer or transferee servicer’s agent, as applicable.     |
|   | Provide to the transferee servicer all associated borrower attribution evidence and audit trail information detailing the eClosing event.      |

The transferee servicer must confirm that all actions in the table above have been completed prior to the date of the transfer.

**When a Servicing Transfer Includes a Mortgage Loan Subject to Resale Restrictions**

For a mortgage loan subject to resale restrictions, the transferor servicer must take the actions described in the following table.

|   |                                                                                                                                                         |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ | <b>The transferor servicer must...</b>                                                                                                                  |
|   | Identify each mortgage loan subject to resale restrictions on <a href="#">Form 629</a> .                                                                |
|   | Confirm that the transferee servicer is aware of its duties and obligations related to the servicing of a mortgage loan subject to resale restrictions. |

## Notifying Third Parties

As described in *Notifying Third Parties* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the transferor and transferee servicers must take certain actions to ensure that all servicing functions that involve third parties will continue uninterrupted (or discontinued, if appropriate) after the transfer of servicing.

The following table describes the actions the transferor or transferee servicer must take to ensure that all servicing functions that involve third parties will continue uninterrupted (or discontinued, if appropriate) after the transfer of servicing.

| ✓ | The transferor or transferee servicer must...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>Fulfill all requirements of each MI policy that insures any conventional mortgage loans included in the transfer—including, but not limited to, the requirements for providing timely notification or requesting prior approval—to ensure the continuation of the MI coverage.</p> <p>If the current mortgage insurer will not provide continuing coverage following the servicing transfer, the transferee servicer must find another mortgage insurer to provide MI coverage that is equivalent to the previous coverage—at no increased cost to the borrower or Fannie Mae—and obtain that mortgage insurer’s written commitment to provide the required coverage.</p> |
|   | <p>Fulfill all requirements of FHA, VA, RD, or HUD—including, but not limited to, providing timely notification or requesting prior approval—to ensure the continuation of the MI or mortgage loan guaranty, if applicable.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|   | <p>Notify the hazard, flood, earthquake, other property insurance carriers, as applicable, to request a policy endorsement to substitute the transferee servicer’s name in the mortgagee clause and to change the premium billing address to that of the transferee servicer (unless the borrower pays the premium directly).</p>                                                                                                                                                                                                                                                                                                                                            |
|   | <p>Notify any tax or flood service provider and any optional insurance provider (or other products that are providing coverage) that the transferor servicer used for any of the mortgage loans that are being transferred to indicate whether the transferee servicer will continue using its services.</p>                                                                                                                                                                                                                                                                                                                                                                 |
|   | <p>Send appropriate notices of the transfer of servicing (providing the transferee servicer’s name and address) to taxing authorities, holders of leaseholds, HOAs, and other lien holders.</p> <p><b>Note:</b> Any public utilities that levy mandatory assessments for which funds are being escrowed also must be notified.</p>                                                                                                                                                                                                                                                                                                                                           |
|   | <p>Notify any law firm involved in the management of foreclosure or other legal action in connection with the mortgage loans or acquired properties.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|   | <p>Notify the current document custodian of the pending transfer of servicing and make arrangements for the prompt and safe transfer of the custodial documents to the document custodian designated by the transferee servicer, in accordance with requirements in the <i>Servicing Guide</i>.</p>                                                                                                                                                                                                                                                                                                                                                                          |

## Transfer of Individual Mortgage Loan Files and Portfolio Information

As described in *Transfer of Individual Mortgage Loan Files and Portfolio Information* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the transferor servicer must deliver specific information to the transferee servicer.

The following table describes the information that must be delivered to the transferee servicer.

| ✓ | <b>The transferor servicer must deliver to the transferee servicer...</b>                                                                                                                                                                                                                                                          |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | Documentation evidencing each mortgage insurer's approval of the servicing transfer or its commitment to insure the transferred mortgage loans, or a copy of the mortgage insurer's master policy evidencing that it is permissible to transfer servicing of insured mortgage loans without the mortgage insurer's prior approval. |
|   | A list of any conventional mortgage loans that have borrower-paid or lender-purchased MI (identifying the applicable premium rates and the due date of the next premium payment) and an explanation of the premium payment obligations and claim payment procedures that apply to them.                                            |
|   | A list of any eMortgages that are part of the portfolio being transferred.                                                                                                                                                                                                                                                         |
|   | Copies of any tax or flood service contracts that will remain in effect, or notification that the contracts will be transferred to the transferee servicer by a tape process.                                                                                                                                                      |
|   | A list of tax bills, assessments, property insurance premiums, MIPs, etc. that are due to be paid by the servicer, but that are still unpaid as of the transfer date.                                                                                                                                                              |
|   | A list of the expiration dates and premium payment frequencies for property insurance, and MI policies, as applicable, related to each mortgage loan being transferred, whether or not premiums for these policies are escrowed.                                                                                                   |
|   | A list of mortgage loans that have optional insurance and other insurance products that will remain in effect.                                                                                                                                                                                                                     |
|   | A list of mortgage loans that are subject to automatic drafting of the monthly payments.                                                                                                                                                                                                                                           |
|   | A list of ARM loans, showing the plan identification and parameters, the index used, the next interest rate change date, the next payment change date, the dates on which any fixed rate conversion option may be exercised, and the current status of any changes in process.                                                     |
|   | Transaction and payment histories for the life of the mortgage loans.                                                                                                                                                                                                                                                              |



| ✓ | The transferor servicer must deliver to the transferee servicer...                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>Trial balances, as of the close of business on the day immediately preceding the transfer date, showing</p> <ul style="list-style-type: none"> <li>• the remittance type for each mortgage loan (actual/actual, scheduled/actual, or scheduled/scheduled);</li> <li>• the remittance cycle for each MBS mortgage loan (standard, RPM, or MBS Express);</li> <li>• Fannie Mae's applicable ownership interest if it holds only a participation percentage in the mortgage loan;</li> <li>• the applicable pool number for MBS mortgage loans;</li> <li>• delinquencies, foreclosure, bankruptcies, and acquired properties;</li> <li>• transfers of ownership, payoffs, and other exception transactions that are in process, including mortgage loan modification-related transactions;</li> <li>• escrow balances, escrow advances, curtailments, unapplied funds, and loss drafts; and</li> <li>• buydown account balances for mortgage loans subject to temporary interest rate buydown plans.</li> </ul> |
|   | A copy of the custodial bank reconciliation for each custodial bank account maintained as of the cutoff date (if the transferor servicer is unable to complete this reconciliation by the transfer date, it should complete the reconciliation as promptly as possible and send it to the transferee servicer within five business days after the transfer date).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|   | Copies of all investor accounting reports that were filed with Fannie Mae for the three months that immediately precede the cutoff date.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | A reconciliation of any outstanding shortage/surplus balance, if applicable, related to the mortgage loans being transferred as of the last reporting period of Fannie Mae's investor reporting system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | Definitions of codes used in ledger records, trial balances, or any other documents that are being forwarded to the transferee servicer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | Escrow analyses.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|   | All information relating to delinquency management and default prevention.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|   | Copies of all documents including items held by a document custodian, and all other documents pertinent to servicing the mortgage loans including mortgage loan modification agreements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | All customer correspondence and responses, including borrower complaints and escalated cases.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|   | The title policies or alternative title products.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|   | A list of each mortgage loan that is in the process of foreclosure or for which the borrower has filed bankruptcy, including the Fannie Mae loan number and the name and address of the law firm handling the foreclosure or bankruptcy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|   | <p>Information and records for any mortgage loans that are in foreclosure, bankruptcy, or a workout status and for any properties that Fannie Mae acquired by foreclosure or acceptance of a Mortgage Release [(deed-in-lieu of foreclosure) (if Fannie Mae has not sold them by the transfer date)].</p> <p><b>Note:</b> If the original mortgage loan custodial documents are not part of the individual mortgage loan file that is being transferred, the transferor servicer must provide a list showing the name of the party that is in possession of the original mortgage loan note.</p>                                                                                                                                                                                                                                                                                                                                                                                                                |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ✓ | <b>The transferor servicer must deliver to the transferee servicer...</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|   | All pertinent information related to the status of any mortgage loan for which a workout option is being pursued.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|   | A list of any acquired properties for which it is performing administrative functions, such as paying taxes or performing property maintenance if the responsibilities for these functions will be transferred to the transferee servicer. The list must identify each property by the Fannie Mae loan number and include a history of the transferor servicer's actions from the date the property was acquired (including information about expenditures, receipts, and management and marketing activities) and provide the appropriate documentation. |
|   | Information on any mortgage loan or acquired property being transferred that is the subject of litigation at the time of the transfer, including all records pertaining to such litigation (including court filings, disclosure requests and responses, and preliminary rulings).                                                                                                                                                                                                                                                                         |

**Transfer of P&I and T&I Funds**

As required in [A4-1-02, Establishing Custodial Bank Accounts \(04/12/2017\)](#), the servicer is responsible for the safekeeping of custodial funds at all times. The transferor servicer must forward to the transferee servicer all P&I and T&I custodial account balances including, but not limited to, the following:

- unremitted P&I collections;
- escrow funds;
- unapplied funds;
- loss drafts;
- accruals on deposit—for example, for the payment of future renewal premiums for lender-purchased MI; and
- buydown funds.

If the transferor servicer has advanced delinquent interest or scheduled P&I to Fannie Mae, the transferee servicer must reimburse the transferor servicer once it receives a final accounting of all monies from the transferor servicer.

All new amounts owed must be paid to the appropriate party promptly, as agreed by the parties.

**Submission of Final Accounting Reports/Remittances**

As described in *Submission of Final Accounting Reports/Remittances* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#), the transferor servicer must submit the monthly LAR for the month that includes the transfer date.

In the month of the transfer date, the transferor servicer will be contractually responsible for

- reporting the monthly LAR for all mortgage loan activity processed on the mortgage loans, and
- ensuring that sufficient funds to satisfy that month's remittance obligation are available for drafting on the scheduled remittance date. However, the transferor and transferee servicers may agree that the transferee servicer will make the actual remittance to Fannie Mae.

In the month following the transfer date, the transferee servicer will be responsible for reporting the monthly LAR applicable to the transferred mortgage loans.

The transferor servicer must provide the transferee servicer with copies of its Fannie Mae investor reporting system shortage/surplus reconciliations for the final monthly accounting period for all mortgage loans included in the servicing transfer. The two servicers should agree on how to resolve any differences and reconcile items or funds that are owed Fannie Mae and security holders. (Any questions regarding these issues must be directed to the transferor servicer's Fannie Mae Investor Reporting Representative.)

If, after reconciling the final shortage/surplus balance, the transferor servicer determines that Fannie Mae needs to process a shortage/surplus adjustment, the transferor servicer must send to its Fannie Mae Investor Reporting Representative (see [F-4-03, List of Contacts \(09/18/2018\)](#)) a copy of the final shortage/surplus reconciliation along with adequate documentation to support the requested adjustment. The adjustment must be requested within 30 days after the transfer date. The transferee servicer will be responsible for any Fannie Mae investor reporting system shortages related to mortgage loans included in the transfer that are not promptly resolved by the transferor servicer.

### **Preparing Mortgage Loan Assignments**

Mortgage loan assignments must be prepared and recorded, if required, in accordance with *Preparing Mortgage Loan Assignments* in [A2-7-03, Post-Delivery Servicing Transfers \(09/18/2018\)](#).

Any required assignment that is submitted to the document custodian(s) must be identified by the applicable Fannie Mae loan number and submitted under cover of a transmittal letter that includes the following information:

- the name of the transferor servicer;
- the name of the transferee servicer;
- the number of mortgage loans included in the transfer, as well as the number of mortgage loans for which recordable (but unrecorded) assignments to Fannie Mae have been executed;
- the transfer date; and
- a trial balance of the transferred mortgage loans, which identifies the mortgage loans for which assignments to Fannie Mae are being provided (or, if only a few mortgage loans are being transferred, a list of the transferred mortgage loans for which assignments are being provided).

### **Fannie Mae is the Mortgagee of Record**

A new mortgage loan assignment does not need to be prepared if the assignment to Fannie Mae has been recorded. A mortgage loan for which Fannie Mae is the mortgagee of record would be one of the following:

- a mortgage loan that was delivered to Fannie Mae before it converted to the Fannie Mae investor reporting system in 1984 (regardless of the location of the security property);
- a mortgage loan that is secured by a property located in Mississippi or Utah, if the mortgage loan was delivered to Fannie Mae during the period that Fannie Mae required recorded assignments for a Mississippi mortgage loan (after September 1, 1988, until June 7, 1989) or for a Utah mortgage loan (after September 1, 1988, until October 31, 1991); or
- a mortgage loan for which Fannie Mae requested recordation of the assignment (for any reason) after it purchased or securitized the mortgage loan.

### **Fannie Mae is Not the Mortgagee of Record and the Mortgage Loan is Not Registered with MERS**

An assignment from the transferor servicer to the transferee servicer must be prepared and recorded if an assignment to Fannie Mae has not been recorded for a mortgage loan that is not registered with the MERS. The transferor servicer is re-

sponsible for recording the assignment from itself to the transferee servicer. (Blanket assignments may be used for the assignment, as long as the coverage for each blanket assignment is restricted to a single recording jurisdiction.) If the transferee servicer is a master servicer utilizing a subservicer and the subservicer will be the mortgagee of record, the required assignment must be from the transferor servicer to the subservicer unless the subservicer is already the mortgagee of record. If the transferor servicer will be the subservicer of the transferee servicer and will remain the mortgagee of record, an assignment to the transferee servicer will not be required.

An assignment from the transferee servicer (or the subservicer if the subservicer will be the mortgagee of record) to Fannie Mae must be prepared (in recordable form, but unrecorded) to replace the one Fannie Mae had originally received from the transferor servicer. This unrecorded assignment from the transferee servicer to Fannie Mae must be an individual assignment. The transferee servicer is responsible for preparing the unrecorded assignment to Fannie Mae and delivering to the applicable document custodian within six months of the transfer date. If the transferor servicer will be the subservicer of the transferee servicer, will remain the mortgagee of record and has previously delivered an unrecorded assignment to the document custodian; a new unrecorded assignment to Fannie Mae will not be required.

**Note:** Generally, when a transferred mortgage loan is secured by a property located in Puerto Rico, neither an assignment of the mortgage loan from the transferor servicer to the transferee servicer nor an unrecorded assignment from the transferee servicer to Fannie Mae will need to be prepared and recorded.

#### **Fannie Mae is Not the Mortgagee of Record and the Mortgage Loan is Registered with MERS**

Generally, when the servicing of a MERS-registered mortgage loan is transferred to a servicer that is not a MERS member (or to a servicer that elects not to continue the MERS registration for the mortgage loan), Fannie Mae requires

- the transferor servicer to prepare an assignment of the mortgage loan from MERS to the transferee servicer (or the subservicer if the subservicer will be the mortgagee of record) and have it executed and recorded,
- the transferor servicer to “deactivate” the Mortgage Identification Number (MIN) in the MERS system for reason: “Transfer to Non-MERS Status,” and
- the transferee servicer (or the subservicer if the subservicer will be the mortgagee of record) to prepare a recordable (but unrecorded) assignment of the mortgage loan from itself to Fannie Mae and to deliver it to the applicable document custodian.

## **Transfer of Custodial Documents**

If the transferee servicer continues to store the custodial documents with the existing document custodian, it must execute the *Master Custodial Agreement*, in accordance with *Fannie Mae’s Requirements for Document Custodians*. If the transferee servicer already has a master custodial agreement on file with that document custodian, the transferee servicer must obtain an *MBS Custodian Recertification (Form 2002)* in connection with the servicing transfer within six months of the transfer date.

The transferee servicer and the transferor servicer must work out appropriate arrangements for paying the costs of transferring the documents and obtaining the required pool recertification in an expeditious manner. MBS pool documents that will be held by a new document custodian or by the transferee servicer must be recertified, and *Form 2002* must be completed and submitted to the transferee servicer’s Fannie Mae office within six months of the transfer date. In the event the transferee servicer cannot complete recertification of the transferred mortgage loans and cannot cure an exception to recertification within six months of the transfer date, the transferee servicer must contact its Fannie Mae Servicing Representative (see *F-4-03, List of Contacts (09/18/2018)*) for further discussion and resolution.

### **Custodial Documents for Participation Pool Mortgage Loans**

For participation pool mortgage loans that Fannie Mae holds in its portfolio, any original mortgage notes that the transferor servicer has in its possession must be transferred to Fannie Mae's DDC for permanent retention no later than 30 days after the transfer date. To ensure that the transferred documents are appropriately identified, a label showing the Fannie Mae loan number must be affixed to the notes. The documents that are being turned over to Fannie Mae for custody also must be annotated on the trial balance that is submitted to Fannie Mae in connection with the servicing transfer.

### Related Announcements

The following table provides references to Announcements that are related to this topic.

| Announcements                            | Issue Date         |
|------------------------------------------|--------------------|
| <a href="#">Announcement SVC-2018-06</a> | September 18, 2018 |
| <a href="#">Announcement SVC-2017-05</a> | June 21, 2017      |
| <a href="#">Announcement SVC-2017-04</a> | May 10, 2017       |
| <a href="#">Announcement SVC-2017-01</a> | January 18, 2017   |
| <a href="#">Announcement SVC-2016-09</a> | October 19, 2016   |

## F-1-12, Preparing to Implement a Workout Option (06/13/2018)

### Introduction

This Servicing Guide Procedure contains the following:

- [Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Conventional Mortgage Loan Modification](#)
- [Processing the IRS Form 4506T-EZ or IRS Form 4506-T](#)
- [Notifying Fannie Mae of Lead-Based Paint Citations](#)

### Calculating the Housing Expense-to-Income Ratio for Imminent Default for a Conventional Mortgage Loan Modification

The servicer must determine the borrower's pre-modification housing expense-to-income ratio as outlined in *Evaluating a Borrower for Imminent Default for Conventional Mortgage Loan Modification Eligibility* in [D2-1-01, Determining if the Borrower's Mortgage Payment is in Imminent Default \(06/13/2018\)](#).

The borrower's monthly gross income is defined as the borrower's monthly income amount before any payroll deductions and includes the following items, as applicable:

# **EXHIBIT 7**

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## A2-1-03, Execution of Legal Documents (11/12/2014)

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### Introduction

The servicer ordinarily appears in the land records as the mortgagee to facilitate performance of the servicer's contractual responsibilities, including, but not limited to, the receipt of legal notices that may impact Fannie Mae's lien, such as notices of foreclosure, tax, and other liens. However, Fannie Mae may take any and all action with respect to the mortgage loan it deems necessary to protect its or an MBS trust's ownership of the mortgage loan, including recording an assignment of mortgage, or its legal equivalent, from the servicer to Fannie Mae or its designee. In the event that Fannie Mae determines it necessary to record such an instrument, the servicer must assist Fannie Mae by

- preparing and recording any required documentation, such as assignments of mortgages, powers of attorney, or affidavits; and
- providing recordation information for the affected mortgage loans.

The servicer must follow the procedures in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) when sending documents for Fannie Mae's execution.

The servicer is authorized to execute legal documents related to payoffs, foreclosures, releases of liability, releases of security, mortgage loan modifications, subordinations, assignments of mortgages, and conveyances (or reconveyances) for any mortgage loan for which it (or MERS®) is the owner of record. When an instrument of record requires the use of an address for Fannie Mae, including assignments of mortgages, foreclosure deeds, REO deeds, and lien releases, the servicer must follow the procedures in *Fannie Mae Contacts for Document Execution Requests* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) to locate the appropriate address.

This topic contains the following:

- [Fannie Mae's Limited Power of Attorney to Execute Documents](#)
- [Correcting Conveyances to Fannie Mae](#)

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### Fannie Mae's Limited Power of Attorney to Execute Documents

When Fannie Mae is the owner of record for a mortgage loan, it permits the servicer that has Fannie Mae's LPOA to execute certain types of legal documents on Fannie Mae's behalf. The servicer must have an LPOA in place to be authorized to execute the following legal documents on behalf of Fannie Mae:

- full satisfaction or release of a mortgage or the request to a trustee for a full reconveyance of a deed of trust;
- partial release or discharge of a mortgage or the request to a trustee for a partial reconveyance or discharge of a deed of trust;
- modification or extension of a mortgage or deed of trust;
- subordination of the lien of a mortgage or deed of trust;

- completion, termination, cancellation, or rescission of foreclosure relating to a mortgage or deed of trust, including, but not limited to, the following actions:
  - the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust;
  - the issuance or cancellation or rescission of notices of default;
  - the cancellation or rescission of notices of sale; and
  - the issuance of such other documents as may be necessary under the terms of the mortgage, deed of trust, or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of mortgages, deeds of trust, or promissory notes to convey title from Fannie Mae to the Attorney-in-Fact under this LPOA;
- conveyance of properties to FHA, HUD, the VA, RD, or a state or private mortgage insurer; and
- assignments or endorsements of mortgages, deeds of trust, or promissory notes to FHA, HUD, VA, RD, a state or private mortgage insurer, or MERS.

To request an LPOA, the servicer must follow the procedures in *Requesting a Limited Power of Attorney* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#).

If the servicer does not have an LPOA to execute documents on Fannie Mae's behalf, or has a power of attorney that does not authorize it to execute documents for a specific type of transaction, the servicer must send the documents requiring execution in any instance in which Fannie Mae is the owner of record for the mortgage loan by email, when permitted. If, however, an original document must be executed by Fannie Mae, the servicer must send the document by regular or overnight mail. The servicer must follow the procedures in *Fannie Mae Contacts for Document Execution Requests* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) for instructions in sending documents to Fannie Mae.

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## Correcting Conveyances to Fannie Mae

The servicer must execute a quitclaim deed for properties that have been conveyed in error to Fannie Mae. The servicer must follow all procedures in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) when preparing the reconveyance quitclaim deed. A quitclaim deed is an instrument of conveyance of real property that passes whatever title, claim, or interest that the grantor has in the property, but does not make any representations as to the validity of such title. A quitclaim deed is not a guarantee that the grantor has clear title to the property; rather it is a relinquishment of the grantor's rights, if any, in the property. The holder of a quitclaim deed receives only the interest owned by the person conveying the deed.

Fannie Mae will execute the quitclaim deed only if the servicer has prepared the document to quitclaim or assign back to the previous grantor or assignor. The servicer must send the request for quitclaim deed execution to Fannie Mae as described in *Submitting a Reconveyance Quitclaim Deed* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#).

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## A2-1-04, Note Holder Status for Legal Proceedings Conducted in the Servicer's Name (06/21/2017)

---

### Introduction



# **EXHIBIT 8**

- completion, termination, cancellation, or rescission of foreclosure relating to a mortgage or deed of trust, including, but not limited to, the following actions:
  - the appointment of a successor or substitute trustee under a deed of trust, in accordance with state law and the deed of trust;
  - the issuance or cancellation or rescission of notices of default;
  - the cancellation or rescission of notices of sale; and
  - the issuance of such other documents as may be necessary under the terms of the mortgage, deed of trust, or state law to expeditiously complete said transactions, including, but not limited to, assignments or endorsements of mortgages, deeds of trust, or promissory notes to convey title from Fannie Mae to the Attorney-in-Fact under this LPOA;
- conveyance of properties to FHA, HUD, the VA, RD, or a state or private mortgage insurer; and
- assignments or endorsements of mortgages, deeds of trust, or promissory notes to FHA, HUD, VA, RD, a state or private mortgage insurer, or MERS.

To request an LPOA, the servicer must follow the procedures in *Requesting a Limited Power of Attorney* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#).

If the servicer does not have an LPOA to execute documents on Fannie Mae's behalf, or has a power of attorney that does not authorize it to execute documents for a specific type of transaction, the servicer must send the documents requiring execution in any instance in which Fannie Mae is the owner of record for the mortgage loan by email, when permitted. If, however, an original document must be executed by Fannie Mae, the servicer must send the document by regular or overnight mail. The servicer must follow the procedures in *Fannie Mae Contacts for Document Execution Requests* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) for instructions in sending documents to Fannie Mae.

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## Correcting Conveyances to Fannie Mae

The servicer must execute a quitclaim deed for properties that have been conveyed in error to Fannie Mae. The servicer must follow all procedures in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#) when preparing the reconveyance quitclaim deed. A quitclaim deed is an instrument of conveyance of real property that passes whatever title, claim, or interest that the grantor has in the property, but does not make any representations as to the validity of such title. A quitclaim deed is not a guarantee that the grantor has clear title to the property; rather it is a relinquishment of the grantor's rights, if any, in the property. The holder of a quitclaim deed receives only the interest owned by the person conveying the deed.

Fannie Mae will execute the quitclaim deed only if the servicer has prepared the document to quitclaim or assign back to the previous grantor or assignor. The servicer must send the request for quitclaim deed execution to Fannie Mae as described in *Submitting a Reconveyance Quitclaim Deed* in [F-1-10, Obtaining and Executing Legal Documents \(05/10/2017\)](#).

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## A2-1-04, Note Holder Status for Legal Proceedings Conducted in the Servicer's Name (06/21/2017)

---

### Introduction

Fannie Mae is at all times the owner of the mortgage note, whether the mortgage loan is in Fannie Mae's portfolio or part of the MBS pool. In addition, Fannie Mae at all times has possession of and is the holder of the mortgage note, whether Fannie Mae has direct possession of the note or a custodian has custody of the note, except in the limited circumstances expressly described in this topic.

This topic contains the following:

- [Temporary Possession by the Servicer](#)
- [Physical Possession of the Note by the Servicer](#)
- [Reversion of Possession to Fannie Mae](#)

---

## Temporary Possession by the Servicer

In order to ensure that a servicer is able to perform the services and duties incident to the servicing of the mortgage loan, Fannie Mae temporarily gives the servicer possession of the mortgage note whenever the servicer, acting in its own name, represents the interests of Fannie Mae in foreclosure actions, bankruptcy cases, probate proceedings, or other legal proceedings.

This temporary transfer of possession occurs automatically and immediately upon the commencement of the servicer's representation, in its name, of Fannie Mae's interests in the foreclosure, bankruptcy, probate, or other legal proceeding.

When Fannie Mae transfers possession, if the note is held by a document custodian on Fannie Mae's behalf, the custodian has possession of the note on behalf of the servicer so that the servicer has constructive possession of the note and the servicer shall be the holder of the note and is authorized and entitled to enforce the note in the name of the servicer for Fannie Mae's benefit.

If the servicer determines based on state law that it needs to be the holder of an eNote prior to representing the interests of Fannie Mae in a foreclosure, bankruptcy, or other legal proceeding, the servicer must follow the procedures in *Foreclosure, Bankruptcy and Other Legal Proceedings* in [F-1-29, Servicing eMortgages \(10/19/2016\)](#) to request a transfer in control and location from Fannie Mae.

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## Physical Possession of the Note by the Servicer

In most cases, the servicer will have a copy of the mortgage note. If the servicer determines that it needs physical possession of the original mortgage note to represent the interests of Fannie Mae in a foreclosure, bankruptcy, probate, or other legal proceeding, the servicer may obtain physical possession of the original mortgage note by submitting a request directly to the document custodian.

If Fannie Mae possesses the original note through a third-party document custodian that has custody of the note, the servicer must submit a *Request for Release/Return of Documents* ([Form 2009](#)) to Fannie Mae's custodian to obtain the note and any other custodial documents that are needed.

In either case, the servicer must specify whether the original note is required or whether the request is for a copy.

For eMortgages, if the eNote is not acceptable in its electronic form for a foreclosure, bankruptcy, or other legal proceeding, the servicer is authorized to use a printed Authoritative Copy of the eNote for the legal proceeding or action.

## Reversion of Possession to Fannie Mae

At the conclusion of the servicer’s representation of Fannie Mae’s interests in the foreclosure, bankruptcy, probate, or other legal proceeding, or upon the servicer ceasing to service the loan for any reason, possession automatically reverts to Fannie Mae, and Fannie Mae resumes being the holder for itself, just as it was before the foreclosure, bankruptcy, probate, or other legal proceeding. If the servicer has obtained physical possession of the original note, it must be returned to Fannie Mae or the document custodian, as applicable.

### Related Announcements

The following table provides references to Announcements that are related to this topic.

| Announcements                            | Issue Date       |
|------------------------------------------|------------------|
| <a href="#">Announcement SVC-2017-05</a> | June 21, 2017    |
| <a href="#">Announcement SVC-2016-09</a> | October 19, 2016 |

## A2-1-05, Use of Fannie Mae Trademarks (08/16/2017)

### Introduction

For a list of trademarks currently used by Fannie Mae and requirements on how to refer to them, see Selling Guide A2-6-01, Fannie Mae and Trademarks and [Fannie Mae’s website](#).

### Related Announcements

The following table provides references to Announcements that are related to this topic.

| Announcement                             | Date            |
|------------------------------------------|-----------------|
| <a href="#">Announcement SVC-2017-07</a> | August 16, 2017 |

# EXHIBIT 9

Part E, Default-Related Legal Services, Bankruptcy, Foreclosure Proceedings, and Acquired Properties  
Chapter E-3, Managing Foreclosure Proceedings  
Section E-3.2, Initiating and Processing Foreclosure Proceedings

09/18/2018

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## E-3.2-09, Conducting Foreclosure Proceedings (11/12/2014)

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### Introduction

This topic contains the following:

- [Conducting Foreclosure Proceedings When Fannie Mae Is the Mortgagee of Record](#)
  - [Conducting Foreclosure Proceedings When the Servicer Is the Mortgagee of Record](#)
  - [Conducting Foreclosure Proceedings When MERS Is the Mortgagee of Record](#)
- 

### Conducting Foreclosure Proceedings When Fannie Mae Is the Mortgagee of Record

The servicer must conduct the foreclosure in Fannie Mae's name when Fannie Mae is the mortgagee of record for all mortgage loans except for regular servicing option MBS mortgage loans that are secured by properties located in Utah or Mississippi. For these mortgage loans, the servicer must request that Fannie Mae reassign the mortgage loan to it so the foreclosure can be completed in the servicer's name.

The servicer must execute any required substitutions of trustees when Fannie Mae has granted the servicer its LPOA to do so on Fannie Mae's behalf. However, if state law or customary practice prohibits an attorney-in-fact from executing substitutions of trustees, the servicer must submit the substitution of trustee documents to Fannie Mae for execution before the foreclosure proceedings begin.

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### Conducting Foreclosure Proceedings When the Servicer Is the Mortgagee of Record

When the servicer is the mortgagee of record for a mortgage loan, the jurisdiction in which the security property is located will affect how the foreclosure proceedings are conducted or initiated.

In most states, the law firm must initiate the proceedings in the servicer's name when the servicer is the mortgagee of record or in the participating lender's name when the servicer is not the mortgagee of record for a participation pool mortgage loan. The law firm must subsequently have title vested in Fannie Mae's name in a manner that will not result in the imposition of a transfer tax.

The servicer and the law firm must determine the most appropriate method to use in each jurisdiction.

In any state or jurisdiction in which the foreclosure proceedings must be conducted in Fannie Mae's name to prevent the imposition of a transfer tax (such as Rhode Island; New Hampshire; Maine; or Orleans Parish, Louisiana), an assignment of the mortgage or deed of trust to Fannie Mae must be prepared and recorded in a timely manner to avoid any delays in the initiation of the foreclosure proceedings. If the servicer believes that a foreclosure proceeding must be conducted in Fannie Mae's name in any other jurisdiction to prevent the imposition of a transfer tax, the servicer must contact Fannie Mae's Legal department (see [F-4-03, List of Contacts \(09/18/2018\)](#)) for permission to do so.

When Fannie Mae's DDC or third-party document custodian has custody of an original unrecorded assignment of the mortgage to Fannie Mae, the servicer may either

Part E, Default-Related Legal Services, Bankruptcy, Foreclosure Proceedings, and Acquired Properties  
Chapter E-3, Managing Foreclosure Proceedings  
Section E-3.2, Initiating and Processing Foreclosure Proceedings

09/18/2018

- request return of that document so it can be recorded, or
- prepare a new assignment if doing so will expedite the process.

Once the assignment to Fannie Mae has been recorded, the foreclosure proceedings must be conducted in Fannie Mae's name.

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### **Conducting Foreclosure Proceedings When MERS Is the Mortgagee of Record**

The servicer must not name MERS as a plaintiff or foreclosing party in any foreclosure action on a Fannie Mae mortgage loan. When MERS is the mortgagee of record, the servicer must prepare an assignment from MERS to the servicer and bring the foreclosure in its own name unless Fannie Mae specifically allows the foreclosure to be brought in the name of Fannie Mae. In that event, the assignment must be from MERS to Fannie Mae, in care of the servicer at the servicer's address for receipt of notices. The assignment must be prepared and provided to the law firm in the referral package.

Fannie Mae will not reimburse the servicer for any expense incurred in preparing or recording an assignment of the mortgage loan from MERS to the servicer or to Fannie Mae. If the borrower reinstates the mortgage loan prior to completion of the foreclosure proceedings, re-assigning and re-registering the mortgage loan with MERS will be at the discretion and expense of the servicer.

The servicer must consult with the law firm to determine if any other legal requirements apply when conducting foreclosures of mortgage loans in which MERS is the prior mortgagee of record. See *Additional Required Foreclosure Referral Documents* in [E-1.1-02, Required Referral Documents \(11/12/2014\)](#) for additional information regarding MERS and proper assignments.

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### **E-3.2-10, Paying Certain Expenses During the Foreclosure Process (11/12/2014)**

The servicer must use any funds remaining in the borrower's escrow deposit account to pay T&I premiums that come due during the foreclosure process. The servicer also may use escrow funds to pay costs for the protection of the security and related foreclosure costs as long as state or local laws, government regulations, or the requirements of the mortgage insurer or guarantor do not preclude the use of escrow funds for these purposes. If the escrow balance is not sufficient to cover these expenses, the servicer must advance its own funds. See also *Advancing Funds to Cover Expenses* in [B-1-01, Administering an Escrow Account and Paying Expenses \(06/13/2018\)](#) for additional information.

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### **E-3.2-11, Collecting Under an Assignment of Rents (08/12/2015)**

# **EXHIBIT 10**



Part A, Doing Business with Fannie Mae  
 Subpart A2, Lender Contract  
 Chapter A2-5, Loan Files and Records  
 Section A2-5.1, Establishment, Ownership, and Retention of Loan Files and Records

10/02/2018

| Announcement                             | Issue Date        |
|------------------------------------------|-------------------|
| <a href="#">Announcement SEL-2017-10</a> | December 19, 2017 |
| <a href="#">Announcement SEL-2013-03</a> | April 9, 2013     |

---

## A2-5.1-02, Ownership and Retention of Loan Files and Records (12/19/2017)

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### Introduction

This topic contains information on individual mortgage loan files, including:

- [Ownership of the Loan File](#)
- [General Requirements for Records](#)
- [Record Retention Requirements](#)

---

### Ownership of the Loan File

All records related to loans (including all data and materials representing, based on, or compiled from such records) sold to or serviced for Fannie Mae are Fannie Mae's property and any other owner of a participation interest in the loan regardless of their physical form or characteristics or whether they are developed or originated by the loan seller, servicer, or others.

Each of the loan originator, seller, servicer, and any service bureau or any other party providing services in connection with selling or servicing a Fannie Mae loan:

- has no right to possess these documents and records except under the conditions specified by Fannie Mae, and
- must hold these documents solely for the benefit of Fannie Mae.

The servicer must use the loan origination file to accumulate other pertinent servicing and liquidation information.

If the seller does not service the loan, it must transfer the loan file to the servicer. The servicer must document in the servicing loan file its compliance with all Fannie Mae policies and procedures, including timelines that are required by the *Servicing Guide*. The servicer and the responsible party must keep all of the individual loan records and all servicing records for the time it serviced the loan.

Part A, Doing Business with Fannie Mae  
 Subpart A2, Lender Contract  
 Chapter A2-5, Loan Files and Records  
 Section A2-5.1, Establishment, Ownership, and Retention of Loan Files and Records

10/02/2018

## General Requirements for Records

The seller/servicer must:

- maintain the accounting records relating to loans in accordance with sound and generally accepted accounting principles;
- ensure that the records meet Fannie Mae's requirements;
- ensure the accuracy, security, confidentiality, integrity, completeness and legibility of the individual loan file;
- protect against any anticipated threats or hazards to the security or integrity of files and records;
- protect against unauthorized access to or use of files and records and is responsible for requiring, by contract, that any subservicers or other third parties that access mortgage files and records also implement these measures;
- periodically review changes in technology to make sure that all records continue to be obtainable and readable in the future.

The following table describes Fannie Mae's general rights related to its audit of records.

| GENERAL REQUIREMENTS FOR AUDITS OF RECORDS |                                                                                                                                                                                                                    |
|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Topic                                      | Description                                                                                                                                                                                                        |
| Right to Audit                             | Fannie Mae may examine and audit, at any reasonable time, all loan records and other information that Fannie Mae considers necessary to ensure that the seller/servicer is complying with Fannie Mae requirements. |

Part A, Doing Business with Fannie Mae  
 Subpart A2, Lender Contract  
 Chapter A2-5, Loan Files and Records  
 Section A2-5.1, Establishment, Ownership, and Retention of Loan Files and Records

10/02/2018

| <b>GENERAL REQUIREMENTS FOR AUDITS OF RECORDS</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Topic</b>                                      | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Delivery of Records                               | <ul style="list-style-type: none"> <li>• When Fannie Mae sends a written request to a seller/servicer to examine mortgage records, the seller/servicer must deliver all records to Fannie Mae or to whomever Fannie Mae designates within the time frame specified by Fannie Mae.</li> <li>• Fannie Mae will not execute any trust receipts for documents it requests and will not pay for their delivery. If the seller/servicer is retaining any of the records in a format other than paper, the seller/servicer must reproduce them at its own expense.</li> <li>• If Fannie Mae has only a participation interest in a loan, Fannie Mae will provide proof of its ownership interest upon request.</li> <li>• If the seller/servicer is unable to respond to Fannie Mae's request to produce records in a timely manner, the seller/servicer must provide a reasonable explanation for its failure to produce the records and, if appropriate, offer evidence that it has satisfied any requirement about which Fannie Mae is concerned.</li> <li>• The seller/servicer is responsible for all Fannie Mae Losses incurred by Fannie Mae in enforcing its right of access to the records, unless it is determined that Fannie Mae had no legal right of access.</li> </ul> |
| Audit Activities                                  | <p>Fannie Mae's examination and audit of the seller/servicer's records may consist of</p> <ul style="list-style-type: none"> <li>• monitoring all monthly accounting reports submitted to Fannie Mae;</li> <li>• conducting periodic procedural reviews during visits to the seller/servicer's office or the document custodian's place of business;</li> <li>• conducting in-depth audits of the seller/servicer's internal records and operating procedures; and</li> <li>• performing spot-check reviews of loans in the seller/servicer's portfolio on a random sample basis.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Part A, Doing Business with Fannie Mae  
 Subpart A2, Lender Contract  
 Chapter A2-5, Loan Files and Records  
 Section A2-5.1, Establishment, Ownership, and Retention of Loan Files and Records

10/02/2018

## Record Retention Requirements

The following table describes the record retention requirements for certain types of records.

| RECORD RETENTION REQUIREMENTS                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of Record                                                             | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Loan payment records                                                       | <p>The servicer must maintain permanent mortgage account records for each loan it services for Fannie Mae. The records must be identified by Fannie Mae's loan number (and any related participation certificate or MBS pool number) in addition to any other identification the servicer uses. The servicer may develop its own system for maintaining these records, as long as it can produce an account transcript within a reasonable time after it is requested.</p> <p>The servicer's accounting system must be able to produce detailed information for the following:</p> <ul style="list-style-type: none"> <li>• all transactions that affect the loan balance,</li> <li>• the financial status of the loan, and</li> <li>• any overdrafts in the escrow account.</li> </ul> |
| Accounting reports                                                         | <p>Unless instructed otherwise, the servicer may destroy any accounting reports 18 months after such reports are filed with Fannie Mae.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <i>Annual Statement of Eligibility for Document Custodians (Form 2001)</i> | <p>A servicer that is also a Fannie Mae document custodian must maintain a copy of Form 2001 for seven years at all locations that are covered by the completed form and ensure that they are available for on-site reviews.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Records related to HAMP                                                    | <p>The servicer must retain:</p> <ul style="list-style-type: none"> <li>• all documents and information evidencing the complete evaluation of a borrower for HAMP for seven years after document collection or four years after loan liquidation, whichever is later; and</li> <li>• all data, books, reports, documents, audit logs, and records, related to HAMP, and a copy of all computer systems and application software necessary to review and analyze any electronic records for at least four years, or for such longer period as may be required by applicable law.</li> </ul>                                                                                                                                                                                              |

Part A, Doing Business with Fannie Mae  
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 Chapter A2-5, Loan Files and Records  
 Section A2-5.1, Establishment, Ownership, and Retention of Loan Files and Records

10/02/2018

| RECORD RETENTION REQUIREMENTS                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Type of Record                                           | Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Records related to 2MP                                   | <p>The servicer must retain:</p> <ul style="list-style-type: none"> <li>• all documents and information evidencing compliance with our requirements when evaluating a borrower for 2MP, for seven years after document collection or for four years after loan liquidation, whichever is later;</li> <li>• all documents and information related to the monthly payments during and after any trial period, as well as incentive payment calculation and such other required documents; and</li> <li>• detailed records to document the reason(s) for any trial loan modification failure.</li> </ul> |
| Records related to bankruptcy or foreclosure proceedings | <ul style="list-style-type: none"> <li>• The servicer must retain all of the documents required to be included in the individual loan file and must ensure that they are readily accessible if needed in any bankruptcy or foreclosure proceeding, or for any other purpose in connection with the servicing of the loan.</li> <li>• The servicer may hold copies if originals are not required, while originals have been sent for filing but have not yet been returned, or while the originals are otherwise temporarily out of the seller/servicer's possession.</li> </ul>                       |
| Expense reimbursement claims                             | The servicer must retain in the loan servicing file all supporting documentation for all requests for expense reimbursement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Liquidation records                                      | After a loan is liquidated, the servicer must keep the individual loan records for at least four years, unless the local jurisdiction requires longer retention or Fannie Mae specifies that the records must be retained for a longer period.                                                                                                                                                                                                                                                                                                                                                        |
| Records related to repurchase or reimbursement           | If a loan or property is repurchased or a make whole payment remitted, the responsible party must keep the individual loan records for at least four years from loan liquidation unless applicable law requires longer retention or Fannie Mae specifies that the records must be retained for a longer period.                                                                                                                                                                                                                                                                                       |

Note: The time frame from loan liquidation is measured from the date of the loan payoff or the date that any applicable claim proceeds are received, whichever is later.

Part A, Doing Business with Fannie Mae  
 Subpart A2, Lender Contract  
 Chapter A2-5, Loan Files and Records  
 Section A2-5.1, Establishment, Ownership, and Retention of Loan Files and Records

10/02/2018

For eMortgages, the seller/servicer must follow the record retention requirements for the type of record described in the table immediately above, if applicable, and the requirements for storing mortgage loan files and records as described in [A2-5.1-03, Electronic Records, Signatures, and Transactions \(10/31/2017\)](#)

## Related Announcements

The table below provides references to the Announcements that have been issued that are related to this topic.

| Announcement                             | Issue Date        |
|------------------------------------------|-------------------|
| <a href="#">Announcement SEL-2017-10</a> | December 19, 2017 |
| <a href="#">Announcement SEL-2017-05</a> | May 30, 2017      |
| <a href="#">Announcement SEL-2015-09</a> | August 25, 2015   |
| <a href="#">Announcement SEL-2015-07</a> | June 30, 2015     |
| <a href="#">Announcement SEL-2012-13</a> | November 13, 2012 |
| <a href="#">Announcement SEL-2011-04</a> | May 24, 2011      |
| <a href="#">Announcement SEL-2010-10</a> | August 12, 2010   |
| <a href="#">Announcement 09-19</a>       | June 8, 2009      |

## A2-5.1-03, Electronic Records, Signatures, and Transactions (10/31/2017)

### Introduction

This topic contains information on electronic records, including:

- [Electronic Records](#)
- [Electronic Signatures](#)
- [Electronic Notarizations](#)
- [Electronic Transactions with Fannie Mae](#)
- [Electronic Transactions with Third Parties](#)

# **EXHIBIT 12**



Inst #: 201402200002817

Fees: \$18.00

N/C Fee: \$0.00

02/20/2014 04:37:26 PM

Receipt #: 1938646

Requestor:

ASSESSMENT MANAGEMENT SER

Recorded By: ANI Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#: 137-35-514-018

**WHEN RECORDED, MAIL TO:**

SAN MARCOS AT SUMMERLIN HOA  
c/o ASSESSMENT MANAGEMENT SERVICES  
P.O. BOX 80660  
LAS VEGAS, NV 89180  
(702) 856-3808  
E-mail: customerservice@amsresults.com

**NOTICE OF DEFAULT AND ELECTION TO SELL  
UNDER HOMEOWNERS ASSOCIATION LIEN**

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

YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE DELINQUENT IN YOUR SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION ASSESSMENTS. YOUR PROPERTY MAY BE SOLD WITHOUT ANY COURT ACTION. You have the legal right to bring your account current by paying all of the past due assessments plus permitted costs and expenses, including interest and late fees, within the time permitted by law for the reinstatement of your account. No sale date may be set until ninety (90) days from the recorded and mailing date of this Notice of Default and Election to Sell.

NOTICE IS HEREBY GIVEN that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is the lien holder under the Notice of Delinquent Assessment Lien recorded on June 21, 2013 as Instrument/Book Number: 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada to secure certain obligations under the Declaration of Covenants, Conditions, and Restrictions. Assessment Management Services has been appointed and designated as the authorized agent of the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to conduct the foreclosure of this property as described below:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138  
Legal Description: SAN MARCOS-UNIT 2  
PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59  
Assessor's Parcel No.: 137-35-514-018  
Record Owner(s): Jung & June Kim

The amount due as of February 20, 2014, is \$9,695.21. This amount may include assessments, late fees, special assessments, collection fees, trustee fees, and interest. In addition, while you are in foreclosure, you still must pay your other obligations, such as insurance and taxes, as required by your note and deed of trust or mortgage, or as required under the Covenants, Conditions, and Restrictions.

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.



Assessment Management Services, whose address is 6655 South Cimarron Road, Suite 201, Las Vegas, Nevada 89113, is authorized by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to enforce the lien by sale. Assessment Management services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

PURSUANT TO NEVADA REVISED STATUES, CHAPTER 116, a sale will be held if this obligation is not paid in full within ninety (90) from the date of recording and mailing of this Notice of Default and Election to Sell.

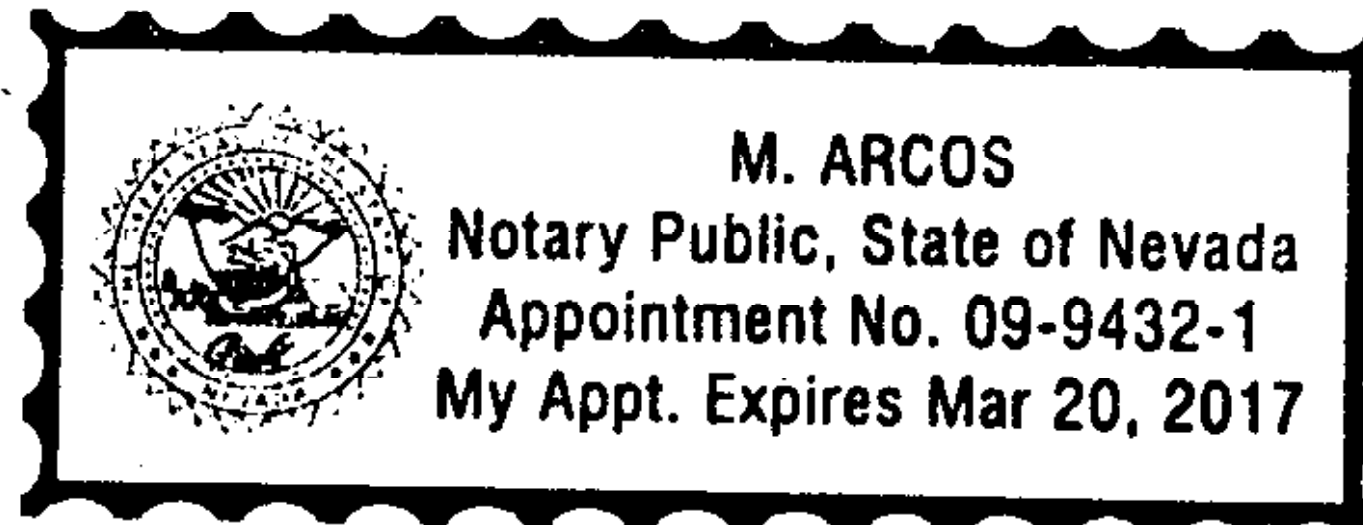
Dated: February 21, 2014

BY: Abbey Shaffer  
Abbey Shaffer  
Assessment Management Services as agent for  
SAN MARCOS AT SUMMERLIN  
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)  
On February 21, 2014, before me, Marina Arcos, personally appeared \*\*\*\*Abbey Shaffer\*\*\*\*, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before me on this day, February 21, 2014.

By Marina Arcos  
Marina Arcos, Notary Public



# **EXHIBIT 15**



## Statement

# Statement on HOA Super-Priority Lien Foreclosures

FOR IMMEDIATE RELEASE

4/21/2015

Title 12 United States Code Section 4617(j)(3) states that, while the Federal Housing Finance Agency acts as Conservator, “[no] property of the Agency shall be subject to levy, attachment, garnishment, foreclosure, or sale without the consent of the Agency.” This law precludes involuntary extinguishment of Fannie Mae or Freddie Mac liens while they are operating in conservatorships and preempts any state law that purports to allow holders of homeownership association (HOA) liens to extinguish a Fannie Mae or Freddie Mac lien, security interest, or other property interest.

As noted in our December 22, 2014 statement on certain super-priority liens, FHFA has an obligation to protect Fannie Mae's and Freddie Mac's rights, and will aggressively do so by bringing or supporting actions to contest HOA foreclosures that purport to extinguish Enterprise property interests in a manner that contravenes federal law. Consequently, FHFA confirms that it has not consented, and will not consent in the future, to the foreclosure or other extinguishment of any Fannie Mae or Freddie Mac lien or other property interest in connection with HOA foreclosures of super-priority liens.

12/22/2014: [Statement of the Federal Housing Finance Agency on Certain Super-Priority Liens](#)

###

The Federal Housing Finance Agency regulates Fannie Mae, Freddie Mac and the 12 Federal Home Loan Banks. These government-sponsored enterprises provide more than \$5.6 trillion in funding for the U.S. mortgage markets and financial institutions. Additional information is available at [www.FHFA.gov](http://www.FHFA.gov), on Twitter [@FHFA](#), [YouTube](#) and [LinkedIn](#).

## Contacts:

Media: Corinne Russell (202) 649-3032 / Stefanie Johnson (202) 649-3030

Consumers: [Consumer Communications](#) or (202) 649-3811

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# **EXHIBIT 16**

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

\* \* \*

LAS VEGAS DEVELOPMENT GROUP,  
LLC,

Plaintiff,

v.

2014-IH BORROWER, LP, *et al.*,

Defendants.

Case No. 2:15-cv-00396-RFB-GWF

**ORDER**

Intervenor Defendants’ Motion to Lift Stay  
(ECF No. 100) and Plaintiff’s Motion to  
Remand (ECF No. 102)

**I. INTRODUCTION**

Before the Court comes Intervenor Defendant and Counter Claimant Federal Housing Finance Agency (“FHFA”), as Conservator for the Federal National Mortgage Association<sup>1</sup> (“Fannie Mae”), Defendant 2014-I IH Borrower, L.P., and Defendant / Counter-Defendant Hidden Canyon Owners Association (collectively, “the Moving Parties”)’s Motion to Lift Stay (ECF No. 100), and Plaintiff Las Vegas Development Group (“LVDG”)’s Motion to Remand to State Court (ECF No. 102). For the reasons stated below, the Motion to Lift Stay is GRANTED, and the Motion to Remand to State Court is DENIED.

**II. BACKGROUND**

On January 1, 2015, LVDG filed a Complaint in the Eighth Judicial District Court against Republic Mortgage, Recontrust Company, N.A., Magdalena Manchester, Magdalena M.

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<sup>1</sup> Fannie Mae is also a Defendant, Cross Defendant, and Counter Claimant in this action.

1 Manchester Revocable Trust, Fannie Mae, THR Nevada II, L.P., THR Property Borrower, L.P.,  
2 THR Property Guarantor, L.P., THR Property Holdco, L.P., 2014-1 IH Property Holdco, L.P.,  
3 2014-1 IH Equity Owner, L.P., 2014-1 IH Borrower, L.P., Christina Trust, and Doe and Roe  
4 Corporation Defendants (collectively, “Defendants”), alleging various claims related to a parcel  
5 of real property sold at a non-judicial foreclosure sale. (ECF No. 1-1). Specifically, LVDG asserts  
6 seven causes of action: (1) Quiet Title, against all Defendants; (2) Unjust Enrichment, against  
7 Republic Mortgage, Recontrust, and Fannie Mae; (3) Equitable Mortgage, against Republic  
8 Mortgage and Former Owners; (4) Slander of Title, against all Defendants; (5) Conversion, against  
9 Republic Mortgage and Recontrust; (6) Equitable Relief and Wrongful Foreclosure; (7) Equitable  
10 relief and rescission. Defendant Fannie Mae filed a Petition for Removal on March 4, 2015. (ECF  
11 No. 1). Fannie Mae filed an Answer with Counterclaims on March 11, 2015. (ECF No. 4). In its  
12 Twelfth Affirmative Defense, Fannie Mae argued that LVDG’s claim of title is barred by 12 U.S.C.  
13 § 4617(j)(3), “which precludes an HOA sale from extinguishing Fannie Mae’s interest in the  
14 Property and preempts any state law to the contrary.” (ECF No. 4 at 21). Importantly, Fannie Mae  
15 also asserted a Counterclaim for quiet title or equivalent equitable relief to protect its property  
16 interests against the interests of LVDG and the HOA based upon an assertion of 12 U.S.C. §  
17 4617(j)(3) – the “Federal Foreclosure Bar.” (ECF No. 4 at 25.)

18 The Court held a hearing on several Motions for Summary Judgment on August 3, 2016.  
19 Those motions were denied. (ECF No. 88). On October 13, 2016, this Court held a hearing on a  
20 Motion to Stay the case, pending further developments in the Ninth Circuit case, Bourne Valley  
21 Court Tr. v. Wells Fargo Bank, N.A., 832 F.3d 1154, 1157–58 (9th Cir. 2016), r’hg denied (9th  
22 Cir. Nov. 4, 2016), cert. denied, 137 S. Ct. 2296 (2017).<sup>2</sup> The Court stated on the record that the  
23 case would be stayed. (ECF No. 97).

24 A Motion to Lift the Stay and to enter a Scheduling Order was filed on January 18, 2017.  
25 (ECF No. 100). LVDG filed a Response and Partial Opposition to the Motion to Lift Stay on  
26 January 20, 2017. (ECF No. 101). On January 20, 2017, LVDG filed a Motion to Remand to State  
27

28 <sup>2</sup> The Court notes that it has certified an additional question to the Nevada Supreme Court regarding NRS 116’s notice requirements. 2:16-cv-02561-RFB-PAL, ECF No. 41.

1 Court. (ECF No. 102). On January 24, 2017, 2014-1 IH Borrower, L.P., 2014-1 IH Equity Owner,  
2 L.P, THR Nevada, L.P., THR Property Borrower, L.P., THR Property Guarantor, L.P., THR  
3 Property Holdco, L.P., 2014-3 IH Property Holdco, L.P., and Christiana Trust (collectively,  
4 “Joining Defendants”) filed a Joinder to the Motion to Lift Stay. (ECF No. 103). The Moving  
5 Parties filed a Reply to the Motion to Lift Stay on January 27, 2017. (ECF No. 104). On February  
6 3, 2017, FHFA and Fannie Mae filed a Response / Opposition to the Motion to Remand. (ECF No.  
7 105). Joining Defendants filed a Joinder to the Response / Opposition to the Motion to Remand on  
8 February 6, 2017. (ECF No. 106). On February 10, 2017, LVDG filed a Reply to its Motion to  
9 Remand. (ECF No. 107). The Court held a hearing on September 19, 2017 on the Motion to Lift  
10 Stay and the Motion to Remand, and took the matter under submission. (ECF No. 110).

### 11 12 **III. LEGAL STANDARD**

#### 13 **A. Removal Jurisdiction**

14 28 U.S.C. § 1441(a) grants federal district courts jurisdiction over state court actions that  
15 originally could have been brought in federal court. “Removal and subject matter jurisdiction  
16 statutes are strictly construed, and a defendant seeking removal has the burden to establish that  
17 removal is proper and any doubt is resolved against removability.” Hawaii ex rel. Louie v. HSBC  
18 Bank Nevada, N.A., 761 F.3d 1027, 1034 (9th Cir. 2014) (citation and quotation marks omitted).

#### 19 **B. Federal Question Jurisdiction**

20 A district court has “original jurisdiction of all civil actions arising under the Constitution,  
21 laws, or treaties of the United States.” 28 U.S.C. § 1331. An action “arises under” federal law  
22 when “federal law creates the cause of action.” Merrell Dow Pharm. Inc. v. Thompson, 478 U.S.  
23 804, 808 (1986). But even where a claim finds its origins in state rather than federal law, the  
24 Supreme Court has identified a “special and small category” of cases in which federal question  
25 jurisdiction still exists. Empire Healthchoice Assurance, Inc., v. McVeigh, 547 U.S. 677, 699  
26 (2006). Federal jurisdiction over a state law claim will lie if a federal issue is: (1) necessarily  
27 raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without  
28 disrupting the federal-state balance approved by Congress. See Grable & Sons Metal Prods., Inc.

1 v. Darue Eng'g & Mfg., 545 U.S. 308, 314 (2005) (explaining that the “the question is, does a  
2 state-law claim necessarily raise a stated federal issue, actually disputed and substantial, which a  
3 federal forum may entertain without disturbing any congressionally approved balance of federal  
4 and state judicial responsibilities.”). Grable does not provide a per se “test” for federal question  
5 jurisdiction. However, the presence of all four Grable factors suggests that federal jurisdiction is  
6 proper because there is a “serious federal interest in claiming the advantages thought to be inherent  
7 in a federal forum,” which can be vindicated without disrupting Congress’s intended division of  
8 labor between state and federal courts. Id. at 313 (citations omitted).

#### 9 10 **IV. DISCUSSION**

11 The Motion to Remand is discussed first below.

##### 12 **a. Initial Grounds for Removal**

13 In its Petition for Removal, Fannie Mae stated that the basis for removal was 12 U.S.C.  
14 Section 1723a(a) (“the Fannie Mae Charter”) as well as the Ninth Circuit’s decision in Lightfoot  
15 v. Cendant Mortg. Corp., 769 F.3d 681 (2014). In that case, the Ninth Circuit held that the “sue-  
16 and-be-sued” clause of 12 U.S.C. § 1723a(a) grants federal courts jurisdiction over cases in which  
17 Fannie Mae is a party. Lightfoot, 769 F.3d at 683. The statute specifically allows Fannie Mae to  
18 “in its corporate name, to sue and to be sued, and to complain and to defend, in any court of  
19 competent jurisdiction, State or Federal . . . .” 12 U.S.C. § 1723a(a).

20 In the Motion to Remand, LVDG argues that this Court no longer has subject matter  
21 jurisdiction, as the Supreme Court reversed the Ninth Circuit’s 2014 decision. Lightfoot v. Cendant  
22 Mortg. Corp., 137 S. Ct. 553 (2017). The Supreme Court focused on the “court of competent  
23 jurisdiction” phrase in the Fannie Mae charter, finding that the phrase requires a court to have  
24 subject-matter jurisdiction over the claims before it separately from the invocation of the charter.  
25 137 S. Ct. at 560-61. The Court held that “Fannie Mae’s sue-and-be-sued clause is most naturally  
26 read not to grant federal courts subject-matter jurisdiction over all cases involving Fannie Mae. In  
27 authorizing Fannie Mae to sue and be sued ‘in any court of competent jurisdiction, State or  
28 Federal,’ [the clause] permits suit in any state or federal court already endowed with subject-matter



1 jurisdiction over the suit.” Id. at 561. Fannie Mae contends that, regardless of the Supreme Court’s  
2 decision in Lightfoot, LVDG’s request for declaratory judgment avoided a “coercive action”  
3 raising a federal question which Fannie Mae could have brought, and therefore this Court has  
4 subject-matter jurisdiction under the “coercive action” doctrine even if Fannie Mae did not assert  
5 this contention at the time of removal. See Medtronic, Inc. v. Mirowski Family Ventures, LLC,  
6 134 S. Ct. 843, 848 (2014) (explaining the “coercive action” doctrine).

7 Thus, the Court must resolve two questions: first, whether Fannie Mae can now rely upon  
8 an alternative ground for subject-matter jurisdiction, and second, whether such ground did exist at  
9 the time of removal. The Court finds that both questions are answered in the affirmative and that  
10 subject-matter jurisdiction existed at the time of removal. The Court explains its reasoning below.

11 **b. Coercive Action Doctrine Applies**

12 LVDG contends that there is no substantial federal question found on the face of the  
13 complaint or in its claims, and that Fannie Mae attempts to rely upon a federal defense – the Federal  
14 Foreclosure Bar – to now revive federal question jurisdiction. LVDG argues that it raised only  
15 state law claims in its Complaint, and that none of the causes of action “arise under” federal law.

16 Fannie Mae argues, and this Court agrees, however, that the “coercive action” doctrine  
17 provides a basis for jurisdiction in this case. As the Supreme Court recently explained in  
18 Medtronic, the coercive action doctrine provides a defendant in a declaratory judgment action a  
19 limited avenue to bring suit in federal court, even if the initial claim for declaratory relief is not  
20 based upon federal law. Medtronic, Inc. v. Mirowski Family Ventures, 134 S. Ct. 843, 848 (2014)  
21 (citations omitted) (“We also agree that federal courts, when determining declaratory judgment  
22 jurisdiction, often look to the ‘character of the threatened action.’ That is to say, they ask whether  
23 ‘a coercive action’ brought by ‘the declaratory judgment defendant’ . . . ‘would necessarily present  
24 a federal question.’”); see also Janakes v. United States Postal Serv., 768 F.2d 1091, 1093 (9th Cir.  
25 1985) (citation omitted) (“If, however, the declaratory judgment defendant could have brought a  
26 coercive action in federal court to enforce its rights, then we have jurisdiction notwithstanding the  
27 declaratory judgment plaintiff’s assertion of a federal defense.”)

1           The Ninth Circuit in Janakes specified that the coercive action must “arise under” federal  
2 law, and cannot be based solely upon “diversity of citizenship or another, non[-]substantive  
3 jurisdictional statute.” Id. (citation omitted). Such suit need not have actually been brought by the  
4 declaratory judgment defendant; federal question jurisdiction attaches even if the coercive action  
5 is hypothetical. Id. at 1094. Moreover, jurisdiction will exist even if the claim serving as the basis  
6 for jurisdiction is later abandoned or dismissed. See Id. at 1095 (citations omitted) (finding that,  
7 when defendant abandoned its statutory claims and pursued only federal common-law claims,  
8 “waiver of [defendant’s] statutory claim, however, [did] not affect [the court’s] jurisdictional  
9 analysis because the parties cannot by stipulation or waiver grant or deny federal subject matter  
10 jurisdiction.”)

11           LVDG argues that the coercive action doctrine does not apply here because the assertion  
12 of the Federal Foreclosure Bar by Fannie Mae is simply a federal defense to a state law claim and  
13 as such cannot establish federal question jurisdiction. See Janakes, at 1093 (“The assertion of a  
14 federal defense does not confer subject matter jurisdiction under 28 U.S.C. § 1331 for federal  
15 questions.”) Fannie Mae argues, however, that the “coercive action” doctrine discussed in Janakes  
16 applies here because Fannie Mae could have brought a separate federal declaratory judgment  
17 action under 28 U.S.C. §2201 seeking quiet title or similar equitable claim based on the Federal  
18 Foreclosure Bar to protect its property interests. And, indeed, Fannie Mae actually asserted a  
19 counterclaim for quiet title or declaratory relief establishing its property interests in this case. The  
20 Court finds that, given the alleged facts in this case, a declaratory judgment action seeking quiet  
21 title based upon an assertion of the Federal Foreclosure Bar is a coercive action creating federal  
22 jurisdiction for this case. The Court finds that the assertion of the Federal Foreclosure Bar in this  
23 case is not simply an affirmative defense for which there would be no federal jurisdiction. That is  
24 because the determination of whether or not the Federal Foreclosure Bar applies is essential for  
25 deciding the quiet title or equitable claims regarding property interests brought by LVDG and by  
26 Fannie Mae. The issue of the Federal Foreclosure Bar pre-empting the application of state law is  
27 one suitable for a federal court to decide. Here, the Federal Foreclosure Bar requires the consent  
28 of Fannie Mae’s conservator prior to the levy, attachment, garnishment, foreclosure, or sale of the

1 conservator’s property. 12 U.S.C. § 4617(j)(3). Implicit in this statute is Fannie Mae’s right to  
2 challenge an unauthorized foreclosure before a federal court.

3 This finding is compelled by the Supreme Court’s decision in Grable & Sons Metal  
4 Products v. Darue Engineering and Manufacturing, 545 U.S. 308 (2005). As the Supreme Court  
5 explained and held in Grable, state law claims for quiet title have long provided bases for federal  
6 court jurisdiction. 545 U.S. at 315 (finding that “quiet title actions hav[e] been the subject of some  
7 of the earliest exercises of federal-question jurisdiction over state-law claims” and discussing three  
8 cases in which quiet title claims arose under federal law). Several pre-Grable cases suggest that,  
9 where a plaintiff’s allegations in an action to quiet title necessarily implicate federal law, federal  
10 jurisdiction is proper. See Wilson Cypress Co. v. Del Pozo Y Marcos, 236 U.S. 635, 643-644  
11 (1915) (denying motion to dismiss in a quiet title case where the complaint involved a grant of  
12 land made pursuant to treaty and finding that “there [was] scarcely a contention of complainants  
13 which [did] not primarily or ultimately depend upon the laws of the United States.”); see also  
14 Northern P. R. Co. v. Soderberg, 188 U.S. 526, 528 (1903) (finding that federal jurisdiction was  
15 proper both on grounds of diversity and because “it appear[ed] that [plaintiff]’s title rest[ed] upon  
16 a proper interpretation of the land grant act of 1864 . . . [which provided] another ground wholly  
17 independent of citizenship[.]”).

18 Whether the Federal Foreclosure Bar would have prevented, or as a matter of law did  
19 prevent, LVDG’s purchase of the subject property in the nonjudicial foreclosure sale is an essential  
20 consideration for LVDG’s claim, regardless of whether the claim itself explicitly refers to federal  
21 law. The Court finds the precedent in Grable to be both persuasive and binding here as to the  
22 determination of federal question jurisdiction.

23 **i. Quiet Title Claims Necessarily Raised a Federal Issue**

24 The Court finds, as explained above, that there is a coercive action based upon substantive  
25 federal law that Fannie Mae could have raised – that the sale of the subject property to LVDG  
26 violated 12 U.S.C. 4617(j)(3) and that Fannie Mae thus retained its property rights. The first  
27 element of Grable is therefore satisfied. The Court further finds pursuant to Janakes that it was  
28

1 not necessary for Fannie Mae to raise this argument for the Court to determine its jurisdiction. 768  
2 F.2d at 1095.

3 **ii. An Actual Dispute Existed at the Time of Removal**

4 In applying Grable, the Court must also determine whether the claims in this case raise a  
5 federal issue that is actually in dispute. A finding of federal question jurisdiction in a complaint  
6 asserting exclusively state law claims requires a “contested federal issue[.]” Grable, 545 U.S. at  
7 313 (2005) (citations omitted). An unresolved question is a crucial ingredient in such case,  
8 particularly when a land interest is involved. See Shulthis v. McDougal, 225 U.S. 561, 569 (1912)  
9 (“A suit to enforce a right which takes its origin in the laws of the United States is not necessarily,  
10 or for that reason alone, one arising under those laws, for a suit does not so arise unless it really  
11 and substantially involves a dispute or controversy respecting the validity, construction or effect  
12 of such a law, upon the determination of which the result depends. This is especially so of a suit  
13 involving rights to land acquired under a law of the United States.”)

14 The instant case was filed in January 2015 and removed to this Court in March 2015. (ECF  
15 No. 1). At that time, there had not been a ruling on whether the Federal Foreclosure Bar preempted  
16 the Nevada “superpriority lien” statute; therefore, an actual dispute existed at the time of removal.  
17 On August 25, 2017, the Ninth Circuit decided Berezovsky v. Moniz, 869 F.3d 923. In a case with  
18 very similar facts, the Court affirmed the district court’s finding that the Federal Foreclosure Bar  
19 preempts a Nevada statute which allows homeowners associations to foreclose on indebted  
20 properties and effect a “superpriority lien” over senior interests. Id. at 926. The Court issued its  
21 decision to address an ongoing controversy, noting that a “clash of state and federal law has  
22 spawned considerable litigation in Nevada” on this topic. Id. at 925. This Court finds, however,  
23 that at the time this case was removed in 2015, there existed a question as to whether the Federal  
24 Foreclosure Bar preempted Nevada law as the Ninth Circuit’s decision in Berezovsky had not been  
25 issued before removal in this case.

26 As the dispute still existed at the time the Supreme Court reversed Lightfoot, and at the  
27 time LVDG filed the instant Motion to Remand, the Court finds that the second element of Grable  
28 is satisfied.

1                                   **iii. Resolution of the Issue is Substantially Important to the Federal System**

2           The Court also finds that LVDG’s Complaint necessarily raises a federal issue that is also  
3 substantial. “The substantiality inquiry under Grable looks . . . to the importance of the issue to the  
4 federal system as a whole.” Gunn v. Minton, 133 S. Ct. 1059, 1066 (2013). “[P]ure issue[s] of  
5 law” are more likely to be substantial because a federal court may settle the issue “once and for  
6 all.” Empire Healthchoice Assurance, Inc., v. McVeigh, 547 U.S. 677, 700 (2006) (citation and  
7 quotation marks omitted). Conversely, “fact-bound and situation specific” inquiries are generally  
8 not considered to be substantial. Id. at 700-01.

9           The Ninth Circuit’s decision in Berezovsky demonstrates the significance of the issue,  
10 particularly as the dispute generated much litigation in Nevada. The Court rested its decision on  
11 principles of federalism. Relying upon cases interpreting the Supremacy Clause, the Court  
12 determined that the Federal Foreclosure Bar operated as an absolute prohibition on foreclosures of  
13 property owned by FHFA and Fannie Mae, despite the existence of Nevada’s “superpriority lien”  
14 statutory scheme. 869 F.3d at 931. The federal interest in preventing foreclosure on federal  
15 property pursuant to a state law is significant and clear. Moreover, the resolution of the dispute by  
16 the court in Berezovsky did not require fact-specific inquires, and conclusively settled the issue.  
17 Thus, the Court finds that the third Grable element is met.

18                                   **iv. Federal Court Resolution Has Not Disrupted the Federal – State**  
19                                   **Balance**

20           The resolution of the dispute regarding the Federal Foreclosure Bar’s effect on Nevada’s  
21 “superpriority lien” statutory framework would not disrupt the federal versus state law balance.  
22 As, the Ninth Circuit, in Berezovsky, stated explicitly: “Nevada’s [“superpriority lien”] law is an  
23 obstacle to Congress’s clear and manifest goal of protecting [the conservator’s] assets in the face  
24 of multiple potential threats, including threats arising from state foreclosure law.” Id. Resolution  
25 from the federal court has thus provided harmony rather than discord and has established a clear  
26 answer for the many litigants bringing challenges on similar sets of facts. The Court finds that, at  
27 the time of removal in this case, the resolution of the dispute as to the Federal Foreclosure Bar  
28 would not have upset the federal – state balance. Indeed, the resolution of the dispute would and

1 did, in Berezovsky, bring closure to an existing tension between federal and state law. The fourth  
2 Grable factor is thus also satisfied.

3 As all four elements of the Grable framework are satisfied, the Court properly retains  
4 jurisdiction over this case.

5 **c. Lifting the Stay**

6 Before the Court is also the Moving Parties' Motion to Lift the Stay. In Bourne Valley  
7 Court Tr. v. Wells Fargo Bank, N.A., the Ninth Circuit held that Nevada Revised Statute 116, the  
8 "superpriority lien" statute, violates the Due Process Clause and is facially unconstitutional. 832  
9 F.3d 1154, 1159-60 (9th Cir. 2016). LVDG relies upon the Ninth Circuit's mandate in the appeal,  
10 issued December 14, 2016, which vacated and remanded the judgment to the United States District  
11 Court, District of Nevada. The Supreme Court has since denied certiorari. 137 S. Ct. 2296 (2017).  
12 The Moving Parties request that the Court lift the stay and enter a scheduling order to set deadlines  
13 for dispositive motions. In light of the Berezovsky decision, the Court finds that lifting a stay is  
14 appropriate in this case. Therefore, the Motion is GRANTED.

15  
16 **V. CONCLUSION**

17 For the reasons stated above,

18 **IT IS ORDERED** that the Moving Parties' Motion to Lift Stay (ECF No. 100) is  
19 GRANTED. The parties are directed to submit a new scheduling order for approval within 10 days  
20 of this Order.

21 **IT IS FURTHER ORDERED** that Plaintiff's Motion to Remand (ECF No. 102) is  
22 DENIED.

23  
24 **DATED** this 15th day of December, 2017.

25  
26 

27 **RICHARD F. BOULWARE, II**  
28 **United States District Judge**

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 7 *Attorneys for Defendant/Counter-Claimant/Third-Party Plaintiff Green Tree Servicing, LLC*

8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF NEVADA**

10 SATICOY BAY LLC SERIES 452 CROCUS  
 HILL

11 Plaintiff,

12 vs.

13 GREEN TREE SERVICING, LLC, a Delaware  
 limited liability company; QUALITY LOAN  
 14 SERVICE CORPORATION, a California  
 corporation;

15 Defendants.

16 GREEN TREE SERVICING, LLC,

17 Counter-Claimant,

18 vs.

19 SATICOY BAY LLC SERIES 452 CROCUS  
 HILL, a Nevada limited liability company;

20 Counter-Defendant,

21 GREEN TREE SERVICING, LLC

22 Third-Party Plaintiff,

23 vs.

24 ASSESSMENT MANAGEMENT SERVICES,  
 25 INC., a Nevada corporation; SAN MARCOS AT  
 26 SUMMERLIN HOMEOWNERS  
 27  
 28

Case No.: 2:15-cv-00977-RFB-CWH

**STIPULATION AND [PROPOSED]  
 ORDER TO REOPEN DISCOVERY  
 AND ALTER DISPOSITIVE MOTION  
 DATES**

1 ASSOCIATION, a Nevada non-profit  
corporation,  
2 Third-Party Defendants.  
3

4 Pursuant to Federal Rule of Civil Procedure 16(b)(4) and L.R. 26-4, The parties, Plaintiff  
5 Saticoy Bay LLC Series 452 Crocus Hill (“Plaintiff”) and Defendant Ditech Financial LLC, *fka*  
6 Green Tree Servicing LLC (“Green Tree”), through their respective attorneys of record, hereby  
7 move the Court to reschedule certain dates set by this Court in the Order of August 26, 2015  
8 (Doc. 15), based on the following:

9 **A. Current Scheduling Order**

10 The Scheduling Order of August 26, 2015 set the following dates:

- 11 1. Close of Discovery: March 1, 2016
- 12 2. File Dispositive Motions: April 1, 2016
- 13 3. File Joint Pretrial Order: May 2, 2016

14 **B. Good Cause for Extension:**

15 Both parties have engaged in full written discovery (including requests for admission,  
16 requests for production, and interrogatories), as well as settlement discussions prior to the  
17 discovery deadline. However, written discovery conducted thus far has disclosed various issues  
18 that require clarification, including the status of title after the suit was filed, changes to Nevada  
19 law pursuant to *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv. Op. 5 (Jan. 28,  
20 2016) and perhaps most importantly the potential role of Federal National Mortgage  
21 Association’s role in the transaction at issue, particularly in light of the pending class proceeding  
22 addressing the applicability of NRS 116 to loans held by a Government Sponsored Enterprise.  
23 *See Fed. Home Loan Mortg. Corp. v. SFR Investments Pool 1, LLC*, 2:15-cv-01338-GMN-CWH  
24 (D. Nev. 2016).

25 The parties believe that full factual development and a two-month extension of the  
26 aforementioned deadlines may allow the parties to pursue meaningful settlement discussions  
27 with respect to this action. The parties do not believe the two-month requested two-month  
28 extension will prejudice either party or result in undue delay. In fact, the parties believe that



1 additional discovery will develop additional relevant evidence that will allow for a complete  
2 briefing and adjudication of all issues presented by the case.

3 This is the first request for extension<sup>1</sup> of the deadlines in this matter, and the parties  
4 anticipate it will be the only extension necessary.

5 **C. Excusable Neglect:**

6 To determine whether a party's failure to meet a deadline constitutes "excusable  
7 neglect," courts apply a four-factor test examining: (1) the danger of prejudice to the opposing  
8 party; (2) the length of the delay and its potential impact on the proceedings; (3) the reason for  
9 the delay, including whether it was within the reasonable control of the movant; and (4) whether  
10 the movant acted in good faith. *Pioneer Inv. Servs. Co. v. Brunswick Assocs. Ltd. P'ship*, 507  
11 U.S. 380, 395 (1993); *Ahanchian v. Xenon Pictures, Inc.*, 624 F.3d 1253, 1261 (9th Cir. 2010);  
12 *Bateman v. United States Postal Serv.*, 231 F.3d 1220, 1223–1224 (9th Cir. 2000).

13 Here: (1) the request is stipulated, so there is no danger of prejudice to the parties; (2)  
14 the length of the delay is small (2 months) and will not materially impact the proceedings; (3) the  
15 reason for delay was discovered by the parties late during the normal course of discovery, and  
16 was not within the reasonable control of the parties, particularly with respect to post-suit title  
17 matters, the Nevada Supreme Court's opinion in *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*,  
18 132 Nev. Adv. Op. 5 (Jan. 28, 2016)<sup>2</sup>, as well as the potential impact of FNMA's role in the  
19  
20

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21 <sup>1</sup> The parties had previously submitted a request to extend the discovery deadline on March 1,  
22 2016 (Doc #8), which the Court denied without prejudice with a request that the parties articulate  
23 a cause for excusable neglect (Doc #9). This stipulation responds to that request.

24 <sup>2</sup> In *Shadow Wood*, the Nevada Supreme Court provided guidance for various issues related to,  
25 among other things: (1) the effect of the recitals in the HOA's trustee's deed; (2) the required  
26 showing in order to establish gross inadequacy for purposes of establishing commercial  
27 unreasonableness; (3) the conduct required of the HOA when responding to a tender of payment;  
28 and (4) under what circumstances a third-party buyer at an HOA sale qualifies as a *bona fide*  
purchaser. All of these matters bear directly on the case at hand, and the parties did not have the  
benefit of the *Shadow Wood* decision until about one month before the close of discovery in this  
case.

1 transaction at issue.<sup>3</sup> (4) the parties are acting in good faith by jointly requesting a single and  
2 relatively short extension that will allow for complete briefing on the issues relevant to this case  
3 and continued settlement discussions.

4           The parties stipulate that any neglect with respect to filing a request for an extension  
5 of the discovery deadlines was excusable under the circumstances set forth above, and therefore  
6 jointly request the extensions set forth.

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24 <sup>3</sup> The Complaint in this matter was filed on April 30, 2015, and removed to this Court on May  
25 27, 2015. *Fed. Home Loan Mortg. Corp. v. SFR Investments Pool 1, LLC*, 2:15-cv-01338-GMN-  
26 CWH (D. Nev. 2016) was filed on July 15, 2015. The scheduling order in this case issued on  
27 August 26, 2015. The Complaint in *FNMA v. SFR* was subsequently amended to assert class  
28 claims on September 18, 2015; after discovery had commenced in this case. That case has not  
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**ORDER**

IT IS SO ORDERED.

DATED: March 23, 2016

  
\_\_\_\_\_  
UNITED STATES MAGISTRATE JUDGE

Respectfully Submitted By:

/s/ Ryan O'Malley  
BUCKLEY MADOLE, P.C.  
Ryan O'Malley, Esq.  
ryan.omalley@buckleymadole.com  
1635 Village Center Circle, Suite 130  
Las Vegas, NV 89134  
*Attorneys for Defendant Ditech Financial LLC, fka Green Tree Servicing, LLC*

**CERTIFICATE OF SERVICE**

Pursuant to F.R.C.P. 5(b) and Electronic Filing Procedure IV(B), I certify that on the 22<sup>nd</sup> day of March, 2016, a true and correct copy of the attached **STIPULATION AND [PROPOSED] ORDER TO REOPEN DISCOVERY AND ALTER DISPOSITIVE MOTION DATES** was transmitted electronically through the Court's e-filing electronic notice system to the attorney(s) associated with this case. If electronic notice is not indicated through the court's e-filing system, then a true and correct paper copy of the foregoing document was delivered by U.S. Mail.

Michael F. Bohn, Esq.  
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376 East Warm Springs Road, Suite 140  
Las Vegas, NV 89119  
*Attorney for Plaintiff*

/s/Candice Benson  
Candice Benson  
An employee of Buckley Madole, P.C.

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 Las Vegas, NV 89134  
 6 Tel: (702) 425-7267 Fax: (702) 425-7269  
 7 *Attorneys for Defendant/Counter-Claimant/Third-Party Plaintiff Green Tree Servicing, LLC*

8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF NEVADA**

10 SATICOY BAY LLC SERIES 452 CROCUS  
 HILL

11 Plaintiff,

12 vs.

13 GREEN TREE SERVICING, LLC, a Delaware  
 limited liability company; QUALITY LOAN  
 14 SERVICE CORPORATION, a California  
 corporation;

15 Defendants.

16 GREEN TREE SERVICING, LLC,

17 Counter-Claimant,

18 vs.  
 19

20 SATICOY BAY LLC SERIES 452 CROCUS  
 HILL, a Nevada limited liability company;

21 Counter-Defendant,

22 GREEN TREE SERVICING, LLC

23 Third-Party Plaintiff,

24 vs.  
 25

26 ASSESSMENT MANAGEMENT SERVICES,  
 27 INC., a Nevada corporation; SAN MARCOS AT  
 SUMMERLIN HOMEOWNERS

Case No.: 2:15-cv-00977-RFB-CWH

**STIPULATION AND [PROPOSED]  
 ORDER TO REOPEN DISCOVERY  
 AND ALTER DISPOSITIVE MOTION  
 DATES**

1 ASSOCIATION, a Nevada non-profit  
corporation,

2 Third-Party Defendants.  
3

4 Pursuant to Federal Rule of Civil Procedure 16(b)(4) and L.R. 26-4, The parties, Plaintiff  
5 Saticoy Bay LLC Series 452 Crocus Hill (“Plaintiff”) and Defendant Ditech Financial LLC, *fka*  
6 Green Tree Servicing LLC (“Green Tree”), through their respective attorneys of record, hereby  
7 move the Court to reschedule certain dates set by this Court in the Order of August 26, 2015  
8 (Doc. 15), based on the following:

9 **A. Current Scheduling Order**

10 The Scheduling Order of August 26, 2015 set the following dates:

- 11 1. Close of Discovery: March 1, 2016
- 12 2. File Dispositive Motions: April 1, 2016
- 13 3. File Joint Pretrial Order: May 2, 2016

14 **B. Good Cause for Extension:**

15 Both parties have engaged in full written discovery (including requests for admission,  
16 requests for production, and interrogatories), as well as settlement discussions prior to the  
17 discovery deadline. However, written discovery conducted thus far has disclosed various issues  
18 that require clarification, including the status of title after the suit was filed, changes to Nevada  
19 law pursuant to *Shadow Wood HOA v. N.Y. Cmty. Bancorp.*, 132 Nev. Adv. Op. 5 (Jan. 28,  
20 2016) and perhaps most importantly the potential role of Federal National Mortgage  
21 Association’s role in the transaction at issue, particularly in light of the pending class proceeding  
22 addressing the applicability of NRS 116 to loans held by a Government Sponsored Enterprise.  
23 *See Fed. Home Loan Mortg. Corp. v. SFR Investments Pool 1, LLC*, 2:15-cv-01338-GMN-CWH  
24 (D. Nev. 2016).

25 The parties believe that full factual development and a two-month extension of the  
26 aforementioned deadlines may allow the parties to pursue meaningful settlement discussions  
27 with respect to this action. The parties do not believe the two-month requested two-month  
28 extension will prejudice either party or result in undue delay. In fact, the parties believe that

1 additional discovery will develop additional relevant evidence that will allow for a complete  
2 briefing and adjudication of all issues presented by the case.

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4 anticipate it will be the only extension necessary.

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13 Here: (1) the request is stipulated, so there is no danger of prejudice to the parties; (2)  
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23 2016 (Doc #8), which the Court denied without prejudice with a request that the parties articulate  
24 a cause for excusable neglect (Doc #9). This stipulation responds to that request.

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26 among other things: (1) the effect of the recitals in the HOA's trustee's deed; (2) the required  
27 showing in order to establish gross inadequacy for purposes of establishing commercial  
28 unreasonableness; (3) the conduct required of the HOA when responding to a tender of payment;  
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**ORDER**

IT IS SO ORDERED.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
UNITED STATES MAGISTRATE JUDGE

Respectfully Submitted By:

/s/ Ryan O'Malley  
BUCKLEY MADOLE, P.C.  
Ryan O'Malley, Esq.  
ryan.omalley@buckleymadole.com  
1635 Village Center Circle, Suite 130  
Las Vegas, NV 89134  
*Attorneys for Defendant Ditech Financial LLC, fka Green Tree Servicing, LLC*

**CERTIFICATE OF SERVICE**

1  
2 Pursuant to F.R.C.P. 5(b) and Electronic Filing Procedure IV(B), I certify that on the 22<sup>nd</sup>  
3 day of March, 2016, a true and correct copy of the attached **STIPULATION AND**  
4 **[PROPOSED] ORDER TO REOPEN DISCOVERY AND ALTER DISPOSITIVE**  
5 **MOTION DATES** was transmitted electronically through the Court's e-filing electronic notice  
6 system to the attorney(s) associated with this case. If electronic notice is not indicated through  
7 the court's e-filing system, then a true and correct paper copy of the foregoing document was  
8 delivered by U.S. Mail.  
9

10  
11 Michael F. Bohn, Esq.  
12 Bohn Law Offices  
13 376 East Warm Springs Road, Suite 140  
14 Las Vegas, NV 89119  
15 *Attorney for Plaintiff*

16 /s/Candice Benson  
17 Candice Benson  
18 An employee of Buckley Madole, P.C.  
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 7 *Attorneys for Defendant/Counter-Claimant/Third-Party Plaintiff Green Tree Servicing, LLC*

8 **UNITED STATES DISTRICT COURT**  
 9 **DISTRICT OF NEVADA**

10 SATICOY BAY LLC SERIES 452 CROCUS  
 HILL

11 Plaintiff,

12 vs.

13 GREEN TREE SERVICING, LLC, a Delaware  
 limited liability company; QUALITY LOAN  
 14 SERVICE CORPORATION, a California  
 corporation;

15 Defendants.

16 GREEN TREE SERVICING, LLC,

17 Counter-Claimant,

18 vs.

19 SATICOY BAY LLC SERIES 452 CROCUS  
 HILL, a Nevada limited liability company;

20 Counter-Defendant,

21 GREEN TREE SERVICING, LLC

22 Third-Party Plaintiff,

23 vs.

24 ASSESSMENT MANAGEMENT SERVICES,  
 25 INC., a Nevada corporation; SAN MARCOS AT  
 26 SUMMERLIN HOMEOWNERS  
 27  
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Case No.: 2:15-cv-00977-RFB-CWH

**STATEMENT REGARDING REMOVAL**

1 ASSOCIATION, a Nevada non-profit  
2 corporation,

3  
4 Third-Party Defendants.

5 Defendant Green Tree Servicing, LLC (“Green Tree”) submits the following statement  
6 regarding removal of this action:

7 **1. The date upon which you were served with a copy of the Complaint in the  
8 removed action:**

9 April 29, 2015.

10 **2. The date upon which you were served with a copy of the Summons:** April 29,  
11 2015.

12 **3. If removal is based on diversity jurisdiction, the names of any served defendants  
13 who are citizens of Nevada, the citizenship of the other parties and a summary of the  
14 amount in controversy:**

15 The citizenship of the parties is as follows:

16 a. Plaintiff Saticoy Bay Series LLC 452 Crocus Hill (“Saticoy Bay”) is a Nevada  
17 limited liability company. Upon information and belief, Saticoy Bay’s  
18 principal place of business is in Nevada.

19 b. Defendant Green Tree is a Delaware limited liability company with its  
20 principal place of business in Minnesota.

21 c. Defendant Quality Loan Servicing Corporation (“Quality”) is a California  
22 corporation. Upon information and belief, Quality’s principal place of  
23 business is in California.

24 The amount in controversy exceeds the sum of \$75,000. The Complaint asserts equitable  
25 claims to extinguish any claim or interest of Green Tree with respect to the real property  
26 commonly known as 452 Crocus Hill, Las Vegas, NV 89138 (the “Property”). Plaintiff seeks to  
27 quiet title in the Property and extinguish Green Tree’s deed of trust encumbering the Property,  
28 which was executed on July 29, 2003 and secures a note with a principal amount of \$296,984.00.  
For jurisdictional purposes, the amount in controversy is measured by the damages or the value

1 of the property that is the subject of the action. *Hunt v. Washington State Apple Advertising*  
2 *Comm’n*, 432 U.S. 333, 347-48 (1977); *see also Meisel v. Allstate Indem. Co.*, 357 F. Supp. 2d.  
3 1222, 1225 (E.D. CA 2005). Moreover, in actions for declaratory relief, the amount in  
4 controversy is measured by the value of the object of the litigation. *Cohn v. Petsmart*, 281 F.3d  
5 837, 840 (9th Cir. 2002). Here, Green Tree’s Deed of Trust is the subject of the action and the  
6 object of litigation, and the value of that interest is \$296,984.00. Thus, the amount in  
7 controversy exceeds \$75,000.00.

8 **4. If your notice of removal was filed more than thirty (30) days after you first**  
9 **received the Summons and Complaint, the reason removal has taken place at this time and**  
10 **the date you first received the paper identifying the basis for removal:**

11 Green Tree filed its notice of removal within thirty days of receiving the Complaint.

12 **5. In actions removed on the basis of the Court’s jurisdiction in which the action in**  
13 **state court was commenced more than one year before the date of removal, the reasons this**  
14 **action should not summarily be remanded to state court:**

15 Green Tree did not file its notice of removal more than one year after the commencement  
16 of the action in State Court.

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**CERTIFICATE OF SERVICE**

Pursuant to F.R.C.P. 5(b) and Electronic Filing Procedure IV(B), I certify that on the 12<sup>th</sup> day of June, 2015, a true and correct copy of the attached **STATEMENT REGARDING REMOVAL** was transmitted electronically through the Court's e-filing electronic notice system to the attorney(s) associated with this case. If electronic notice is not indicated through the court's e-filing system, then a true and correct paper copy of the foregoing document was delivered by U.S. Mail.

Michael F. Bohn, Esq.  
Bohn Law Offices  
376 East Warm Springs Road, Suite 140  
Las Vegas, NV 89119  
*Attorney for Plaintiff*

Gary S. Fink, Esq.  
McCarthy & Holthus  
9510 W. Sahara Avenue, Suite 200  
Las Vegas, Nevada 89117  
*Attorney for Defendant Quality Loan Servicing Corporation*

/s/Candice Benson  
Candice Benson  
An employee of Buckley Madole, P.C.

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8 **UNITED STATES DISTRICT COURT**  
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10 SATICOY BAY LLC SERIES 452 CROCUS  
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11 Plaintiff,

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24 ASSESSMENT MANAGEMENT SERVICES,  
 25 INC., a Nevada corporation; SAN MARCOS AT  
 26 SUMMERLIN HOMEOWNERS  
 27  
 28

Case No.: 2:15-cv-977

**ANSWER AND COUNTERCLAIM**

1 ASSOCIATION, a Nevada non-profit  
corporation,

2 Third-Party Defendants.  
3

4 Defendant Green Tree Servicing, LLC (“Green Tree”) hereby answers the Complaint of  
5 Saticoy Bay LLC Series 452 Crocus Hill (“Saticoy Bay” or “Buyer”), counterclaims against  
6 Saticoy Bay, and asserts third-party claims against Assessment Management Services, Inc.  
7 (“AMS” or the “HOA Trustee”), and San Marcos at Summerlin Homeowners Association (“San  
8 Marcos” or the “HOA”), as follows:

9 **ANSWER**

10 Green Tree answers Plaintiff’s Complaint as follows:

11 1. Answering Paragraph 1 of the Complaint, Defendants admit that a Trustee’s Deed  
12 Upon Sale was recorded in the Clark County Recorder’s office on November 13, 2014 as  
13 Instrument Number 20141113-0000023 showing Saticoy Bay Series 452 Crocus Hill as the  
14 Grantee from an HOA foreclosure sale conducted on October 30, 2014. To whatever extent a  
15 further response is required, Defendants deny the allegations in Paragraph 1.

16 2. Answering Paragraph 2 of the Complaint, Defendants admit that a Trustee’s Deed  
17 Upon Sale was recorded in the Clark County Recorder’s office on November 13, 2014 as  
18 Instrument Number 20141113-0000023 showing Saticoy Bay Series 452 Crocus Hill as the  
19 Grantee from an HOA foreclosure sale conducted on October 30, 2014. To whatever extent a  
20 further response is required, Defendants deny the allegations in Paragraph 2.

21 3. Defendants lack information sufficient to admit or deny the allegations in Paragraph 3  
22 of the Complaint; therefore, Defendants deny said allegations.

23 4. Defendants admit the allegations in Paragraph 4 of the Complaint.

24 5. Defendants deny the allegations in Paragraph 5 of the Complaint.

25 6. Defendants aver that the allegations in Paragraph 6 of the Complaint constitute legal  
26 conclusions to which no response is required. To whatever extent a response is required,  
27 Defendants deny the allegations in Paragraph 6 of the Complaint.

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1 7. Defendants lack information sufficient to admit or deny the allegations in Paragraph 7  
2 of the Complaint; therefore, Defendants deny said allegations.

3 8. Defendants admit the allegations in Paragraph 8 of the Complaint.

4 9. Defendants deny the allegations in Paragraph 9 of the Complaint

5 10. Defendants deny the allegations in Paragraph 10 of the Complaint.

6 11. Defendants deny the allegations in Paragraph 11 of the Complaint.

7 **ANSWER TO SECOND CLAIM FOR RELIEF**

8 12. Answering the twelfth Paragraph of the Complaint (incorrectly and duplicatively  
9 identified in the Complaint as Paragraph 10), Defendants here incorporate all of its responses to  
10 the previous paragraphs as if fully set forth.

11 13. Answering the thirteenth Paragraph of the Complaint (incorrectly and duplicatively  
12 identified in the Complaint as Paragraph 11), Defendants deny.

13 14. Answering the fourteenth Paragraph of the Complaint (incorrectly identified in the  
14 Complaint as Paragraph 12), Defendants deny.

15 **ANSWER TO THIRD CLAIM FOR RELIEF**

16 15. Answering the fifteenth Paragraph of the Complaint (incorrectly identified in the  
17 Complaint as Paragraph 13), Defendants incorporate all of their responses to the previous  
18 paragraphs as if fully set forth.

19 16. Defendants aver that the sixteenth Paragraph of the Complaint (incorrectly identified  
20 as Paragraph 14) constitutes a request for relief to which no response is required. To whatever  
21 extent a response is required, Defendants deny.

22 17. Answering the seventeenth Paragraph of the Complaint (incorrectly identified as  
23 Paragraph 15), Defendants deny.

24 **DEFENDANT ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES:**

25 **FIRST AFFIRMATIVE DEFENSE**

26 **(Failure to State a Claim)**

27 Plaintiff's Complaint fails to state a claim against Defendant upon which relief can be  
28 granted.

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**SECOND AFFIRMATIVE DEFENSE**

**(Priority)**

To the extent the HOA’s foreclosure sale was valid, Plaintiff took title of the Property subject to Defendant’s first priority Deed of Trust, thereby forestalling any enjoinderment/extinguishment of the Defendant’s interest in the Property.

**THIRD AFFIRMATIVE DEFENSE**

**(Assumption of Risk)**

Plaintiff, at all material times, calculated, knew and understood the risks inherent in the situations, actions, omissions, and transactions upon which it now bases its various claims for relief, and with such knowledge, Plaintiff undertook and thereby assumed such risks and is consequently barred from all recovery by such assumption of risk.

**FOURTH AFFIRMATIVE DEFENSE**

**(Commercial Reasonableness and Violation of Good Faith - NRS 116.1113)**

The HOA lien foreclosure sale by which Plaintiff took its alleged interest was commercially unreasonable if it eliminated Defendant’s Deed of Trust, as Plaintiff contends. The sales price, when compared to the outstanding balance of Defendant’s Note and Deed of Trust and the fair market value of the Property, demonstrates that the sale was not conducted in good faith as a matter of law. The circumstances of sale of the property violated the HOA’s obligation of good faith under NRS 116.1113 and duty to act in a commercially reasonable manner.

**FIFTH AFFIRMATIVE DEFENSE**

**(Equitable Doctrines)**

Plaintiff’s claims are barred by the equitable doctrines of laches, unclean hands, and failure to do equity.

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**SIXTH AFFIRMATIVE DEFENSE**

**(Acceptance)**

Any acceptance of any portion of the excess proceeds does not “satisfy” the amount due and owing on the Loan and would not constitute a waiver of its rights under the Loan and Deed of Trust, or statute.

**SEVENTH AFFIRMATIVE DEFENSE**

**(Waiver and Estoppel)**

By reason of Plaintiff’s acts and omissions, Plaintiff has waived its rights and is estopped from asserting the claims against Defendant.

**EIGHTH AFFIRMATIVE DEFENSE**

**(Void for Vagueness)**

To the extent that Plaintiff’s interpretation of NRS 116.3116 is accurate, the statute and Chapter 116 as a whole are void for vagueness as applied to this matter.

**NINTH AFFIRMATIVE DEFENSE**

**(Due Process Violations)**

A senior deed of trust beneficiary cannot be deprived of its property interest in violation of the Procedural Due Process Clause of the 14th Amendment of the United States Constitution and Article 1, Sec. 8, of the Nevada Constitution.

**TENTH AFFIRMATIVE DEFENSE**

**(Violation of Procedural Due Process)**

The super-priority lien was satisfied prior to the homeowner's association foreclosure under the doctrines of tender, estoppel, laches, or waiver.

**ELEVENTH AFFIRMATIVE DEFENSE**

**(Satisfaction of Super-Priority Lien)**

The claimed super-priority lien was satisfied prior to the homeowner's association foreclosure under the doctrines of tender, estoppel, laches, or waiver.

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**TWELFTH AFFIRMATIVE DEFENSE**

**(Federal Preemption)**

Plaintiff’s claim of free and clear title to the Property is barred by 12 U.S.C. § 4617(j)(3), which precludes an HOA sale from extinguishing Fannie Mae’s interest in the Property and preempts any state law to the contrary.

**THIRTEENTH AFFIRMATIVE DEFENSE**

**(Facial Invalidity – Due Process)**

NRS 116 is void on its face to the extent that it purports to require interested lienholders to “opt in” to order to receive notice of an HOA foreclosure sale.

**FOURTEENTH AFFIRMATIVE DEFENSE**

**(Additional Affirmative Defenses)**

Defendant reserves the right to assert additional affirmative defenses in the event discovery and/or investigation indicates that additional affirmative defenses are applicable.

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**COUNTERCLAIM AND THIRD-PARTY COMPLAINT**

Green Tree counterclaims against Saticoy Bay, and asserts third-party claims against AMS and San Marcos, as follows:

**I.**

**PARTIES, JURISDICTION, AND VENUE**

1. Counterclaimant/Third-Party Plaintiff Green Tree is a Delaware limited liability company with its principal place of business in Minnesota and doing business in Clark County, Nevada.

2. Upon information and belief, Counterdefendant Saticoy Bay is a Nevada limited-liability company with its principal place of business in Nevada.

3. Upon information and belief, Third-Party Defendant San Marcos is a Nevada non-profit corporation with its principal place of business in Nevada.

4. Upon information and belief, Third-Party Defendant AMS is a Nevada corporation with its principal place of business in Nevada.

5. The Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C. § 1332, as all plaintiffs are “citizens of different States” from all defendants and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(b)(1)-(2) because Defendants reside in this district; a substantial part of the events or omissions giving rise to these claims occurred in this district; and the property that is the subject of this action is situated in this district.

7. The Court has personal jurisdiction over Saticoy Bay because this lawsuit arises out of and is connected with Saticoy Bay’s purported purchase of an interest in real property situated in Nevada and, upon information and belief, Saticoy Bay is a Nevada limited-liability company.

8. The Court has personal jurisdiction over San Marcos because this lawsuit arises out of and is connected with San Marcos’s purported foreclosure of real property located in Nevada and, upon information and belief, San Marcos is a Nevada corporation.

...





1       14.     On August 25, 2011, an Assignment of Deed of Trust was recorded in the Clark  
2 County Recorder's office as Instrument Number 20110825-0004731, reflecting that KH  
3 Financial, L.P. had assigned its interest in the Deed of Trust to Bank of America, N.A., as  
4 Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans  
5 Servicing LP ("BANA"). A copy of said Corporation Assignment of Deed of Trust is attached  
6 as Exhibit 3.

7       15.     On or about August 28, 2013, an Assignment of Deed of Trust was recorded as Book  
8 and Instrument Number 20130828-00000882, reflecting that BANA had assigned its interest in  
9 the Deed of Trust to Green Tree Servicing, LLC. A true and correct copy of said Corporate  
10 Assignment of Deed of Trust is attached as Exhibit 4.

11 ***The HOA Foreclosure and Saticoy Bay's Alleged Acquisition of the Property***

12       16.     The Property is subject to a Declaration of Covenants, Conditions, and Restrictions  
13 for San Marcos (the "CC&Rs").

14       17.     On or about June 21, 2013, Notice of Claim of Delinquent Assessment Lien (the  
15 "2013 Lien") was recorded as Book and Instrument Number 20130621-0001487 on behalf of  
16 Defendant San Marcos by its foreclosure trustee/agent, Asset Management Services. A true and  
17 correct copy of said Notice of Claim of Delinquent Assessment Lien is attached as Exhibit 5.

18       18.     The 2013 Lien stated that "THE AMOUNT OWING AND UNPAID TOTAL is  
19 \$8,174.50," and that "[t]his amount may include assessments, late fees, special assessments,  
20 fines, collection fees, trustee fee[s], and interest."

21       19.     On or about October 3, 2013, a Notice of Default and Election to Sell Under  
22 Homeowners Association Lien ("2013 Notice of Default") was recorded as Book and Instrument  
23 Number 20131003-0000295 on behalf of San Marcos. A true and correct copy of said Notice of  
24 Default and Election to Sell Pursuant to the Lien for Delinquent Assessments is attached as  
25 Exhibit 6.

26       20.     The 2013 Notice of Default stated that "the amount owed is \$9,372.21."

27       21.     On or about February 20, 2014, a second Notice of Default and Election to Sell Under  
28 Homeowners Association Lien ("2014 Notice of Default") was recorded as Book and Instrument

1 Number 20140220-0002817 on behalf of San Marcos. A true and correct copy of said Notice of  
2 Default and Election to Sell Pursuant to the Lien for Delinquent Assessments is attached as  
3 Exhibit 7.

4 22. The 2014 Notice of Default stated that “the amount owed is \$9,695.21.”

5 23. On or about October 8, 2014, a Notice of Foreclosure Sale (“2014 Notice of Sale”)  
6 was recorded as Book and Instrument Number 20141008-0000709 on behalf of San Marcos. A  
7 true and correct copy of said Notice of Foreclosure Sale is attached as Exhibit 8.

8 24. The 2014 Notice of Sale stated that “[t]he total amount of the unpaid balance of the  
9 obligation secured by the property to be sold and reasonable estimated costs, expenses and  
10 advances at the time of the initial publication of the Notice of Sale is \$13,529.18.”

11 25. None of the aforementioned notices identified above and attached as Exhibits 5, 6, 7,  
12 and 8 identified what proportion of the claimed lien was for alleged late fees, interest,  
13 fines/violations, or collection fees/costs.

14 26. None of the aforementioned notices identified above and attached as Exhibits 5, 6, 7,  
15 and 8 specified what proportion of the lien, if any, that San Marcos claimed constituted a “super-  
16 priority” lien.

17 27. None of the aforementioned notices identified above and attached as Exhibits 5, 6, 7,  
18 and 8 specified whether San Marcos was foreclosing on the “super-priority” portion of its lien, if  
19 any, or on the sub-priority portion of the lien.

20 28. None of the aforementioned notices identified above and attached as Exhibits 5, 6, 7,  
21 and 8 provided any notice of a right to cure.

22 29. None of the aforementioned notices identified above and attached as Exhibits 5, 6, 7,  
23 and 8 provided notice that the Deed of Trust on the Property would be claimed to be foreclosed  
24 or extinguished.

25 30. On information and belief, AMS failed to mail a notice of the HOA foreclosure sale  
26 to any of Plaintiffs or their agents.

27 31. On or about November 13, 2014, a Trustee’s Deed Upon Sale was recorded as Book  
28 and Instrument Number 20141113-0000023, stating that Saticoy Bay had prevailed at an HOA

1 lien foreclosure sale conducted on October 30, 2014 (“HOA Sale”). A true and correct copy of  
2 said deed is attached as Exhibit 9. The deed does not state the sale price. On information and  
3 belief, the sale price was approximately \$160,000.

4 32. Upon information and belief, at the time of the HOA Sale the fair market value of the  
5 Property exceeded \$330,000.00. The sale price at the HOA Sale was not commercially  
6 reasonable when compared to the debt owed on the Kim Loan and the fair market value of the  
7 Property.

8 **III.**

9 **CAUSES OF ACTION**

10 **FIRST CAUSE OF ACTION**

11 **(Quiet Title/Declaratory Relief)**

12 33. Green Tree incorporates and re-alleges all previous paragraphs, as if fully set forth  
13 herein.

14 34. This Court has the power and authority to declare Green Tree’s rights and interests in  
15 the Property and to resolve Counter-Defendants’ and Third Party Defendants’ adverse claims in  
16 the Property.

17 35. Further, this Court has the power and authority to declare the rights and interests of  
18 the parties following the acts and omissions of the HOA and HOA Trustee in foreclosing upon  
19 the Property.

20 36. Green Tree’s Deed of Trust is a first secured interest on the Property as intended by  
21 NRS 116.3116(2)(b).

22 37. As the current beneficiary under the Deed of Trust and Kim Loan, Green Tree’s  
23 interest remains an encumbrance upon the Property, retains its first-position status in the  
24 Property’s chain of title after the HOA Sale, and is superior to the interest, if any, acquired by  
25 Buyer or held or claimed by any other party.

26 38. Upon information and belief, Buyer may claim an interest in the Property that is  
27 adverse to the Green Tree’s interest.

28 . . .

1 39. Upon information and belief, the HOA and the HOA Trustee failed to provide to  
2 Green Tree and/or its predecessors proper, adequate notices required by Nevada statutes, the  
3 CC&Rs and due process; and therefore the HOA Sale is void and should be set aside or  
4 rescinded.

5 40. Based on the parties' adverse claims, Green Tree is entitled to a judicial  
6 determination regarding the rights and interests of the respective parties to the case.

7 41. For all the reasons set forth above, Green Tree is entitled to a determination from this  
8 Court that it is the beneficiary of a first-position Deed of Trust which remains an encumbrance  
9 upon the Property and is superior to the interest held by Buyer, and all other parties, if any such  
10 interests exist.

11 42. In the alternative, for all the reasons set forth above, Green Tree is entitled to a  
12 determination from this Court that the HOA Sale was unlawful and void.

13 43. Green Tree has furthermore been required to retain counsel and is entitled to recover  
14 reasonable attorney's fees for having brought the underlying action.

15 **SECOND CAUSE OF ACTION**

16 **(Permanent and Preliminary Injunction versus Buyer)**

17 44. Green Tree incorporates by reference the allegations of all previous paragraphs, as if  
18 fully set forth herein.

19 45. As set forth above, Buyer may claim an ownership interest in the Property that is  
20 adverse to Green Tree.

21 46. Any sale or transfer of the Property prior to a judicial determination concerning the  
22 respective rights and interests of the parties to the case may be rendered invalid if Green Tree's  
23 Deed of Trust remains an encumbrance upon the Property which was not extinguished by the  
24 HOA Sale.

25 47. Green Tree has a substantial likelihood of success on the merits of the complaint, for  
26 which compensatory damages will not compensate Green Tree for the irreparable harm of the  
27 loss of title to a bona fide purchaser or loss of the first position priority status secured by the  
28 Property.

1 48. Green Tree has no adequate remedy at law due to the uniqueness of the Property  
2 involved in the case.

3 49. Green Tree is entitled to a preliminary and permanent injunction prohibiting Buyer,  
4 their successors, assigns, and agents from conducting a sale, transfer or encumbrance of the  
5 Property if it is claimed to be superior to Green Tree's Deed of Trust or not subject to that Deed  
6 of Trust.

7 50. Green Tree is entitled to a preliminary and permanent injunction requiring Buyer to  
8 pay all taxes, insurance and homeowner's association dues during the pendency of this action.

9 51. Green Tree is entitled to a preliminary and permanent injunction requiring Buyer to  
10 segregate and deposit all rents with the Court or a Court-approved trust account over which  
11 Buyer has no control during the pendency of this action.

12 52. Green Tree has been required to retain counsel to prosecute this action and is entitled  
13 to recover reasonable attorney's fees to prosecute this action.

14 **THIRD CAUSE OF ACTION**

15 **(Wrongful Foreclosure versus the HOA and the HOA Trustee)**

16 53. Green Tree incorporates by reference the allegations of all previous paragraphs, as if  
17 fully set forth herein.

18 54. Upon information and belief, the HOA, and the HOA Trustee did not comply with all  
19 mailing and noticing requirements stated in NRS 116.31162 through NRS 116.31168.

20 55. The HOA and the HOA Trustee failed to provide notice pursuant to the CC&Rs.

21 56. Because the HOA Sale was wrongfully conducted and violated applicable law, the  
22 Court should set it aside to the extent that it purports to have extinguished Green Tree's first  
23 Deed of Trust and delivered free and clear title to the Property to Buyer.

24 57. Because the HOA Sale was not commercially reasonable, it was invalid, wrongful  
25 and should be set aside.

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1 58. Because the HOA and HOA Trustee did not give Green Tree, or its agents, servicers  
2 or predecessors in interest, the proper, adequate notice and the opportunity to cure the deficiency  
3 or default in the payment of the HOA's assessments required by Nevada statutes, the CC&Rs  
4 and due process, the HOA Sale was wrongfully conducted and should be set aside.

5 59. As a proximate result of HOA's and HOA Trustee's wrongful foreclosure of the  
6 Property by the HOA Sale, as more particularly set forth above, Green Tree has suffered general  
7 and special damages in an amount not presently known. Green Tree will seek leave of court to  
8 assert said amounts when they are determined.

9 60. If it is determined that Green Tree's Deed of Trust has been extinguished by the HOA  
10 Sale, as a proximate result of HOA's and HOA Trustee's wrongful foreclosure of the Property by  
11 the HOA Sale, Green Tree has suffered special damages in the amount equal to the fair market  
12 value of the Property or the unpaid balance of the Kim Loan, plus interest, at the time of the  
13 HOA Sale, whichever is greater, in an amount not presently known. Green Tree will seek leave  
14 of court to assert said amounts when they are determined.

15 61. Green Tree has been required to retain counsel to prosecute this action and is entitled  
16 to recover reasonable attorney's fees to prosecute this action.

17 **FOURTH CAUSE OF ACTION**

18 **(Negligence versus HOA and HOA Trustee)**

19 62. Green Tree incorporates by reference the allegations of all previous paragraphs, as if  
20 fully set forth herein.

21 63. The HOA and the HOA Trustee owed a duty to Green Tree and subordinate  
22 lienholders to conduct the HOA foreclosure sale at issue in this case properly and in a manner  
23 that would fairly allow them an opportunity to protect their interest and cure the super-priority  
24 lien threatening their security interests.

25 64. The HOA and the HOA Trustee breached their duty by failing to disclose the amount  
26 of the super-priority lien, by failing to specify that it was foreclosing on the super-priority  
27 portion of its lien as opposed to the non-super-priority portion, and by failing to provide notice  
28 that Green Tree and subordinate lienholders had an opportunity to cure.

1 65. As a proximate result of the HOA and the HOA Trustee’s breaches of their duties,  
2 Green Tree was unable to cure by tendering a pay-off of the super-priority lien threatening its  
3 security interest.

4 66. As a proximate result of the HOA and the HOA Trustee’s breaches of their duties,  
5 Green Tree has incurred general and special damages in an amount in excess of \$10,000.00.

6 67. If Green Tree is found to have lost its first secured interest in the Property, it was the  
7 proximate result of the HOA and the HOA Trustee’s breaches of their duties, and Green Tree  
8 have thereby suffered general and special damages in an amount in excess of \$10,000.00.

9 68. Green Tree has been required to retain counsel to prosecute this action and is entitled  
10 to recover reasonable attorney’s fees to prosecute this action.

11 **FIFTH CAUSE OF ACTION**

12 **(Negligence Per Se versus HOA and the HOA Trustee)**

13 69. Green Tree incorporates by reference the allegations of all previous paragraphs, as if  
14 fully set forth herein.

15 70. NRS Chapter 116 imposes a duty on HOAs to conduct HOA foreclosure sales in a  
16 manner that is consistent with its provisions and, by reference, the provisions of NRS 107.090.

17 71. HOA and the HOA Trustee breached the statutory duties imposed by NRS Chapter  
18 116 concerning notice.

19 72. HOA and the HOA Trustee violated NRS 116.31162(1)(b)(1) by failing to describe  
20 the deficiency in payment of a super-priority lien.

21 73. Green Tree is a member of the class of persons whom NRS Chapter 116 is intended  
22 to protect.

23 74. The injury that Green Tree faces—extinguishment of its first-position Deed of  
24 Trust—is the type against which NRS Chapter 116 is intended to protect.

25 75. As a proximate result of HOA’s and the HOA Trustee’s breaches of their statutory  
26 duties, Green Tree was unable to cure by tendering a pay-off of the super-priority lien  
27 threatening its security interest.

28 . . .



1 76. As a proximate result of HOA's and the HOA Trustee's breaches of their duties,  
2 Green Tree has incurred general and special damages in an amount in excess of \$10,000.00.

3 77. If Green Tree is found to have lost its first secured interest in the Property, it was the  
4 proximate result of HOA's and the HOA Trustee's breaches of their statutory duties, and Green  
5 Tree has thereby suffered general and special damages in an amount in excess of \$10,000.00.

6 78. Green Tree has been required to retain counsel to prosecute this action and is entitled  
7 to recover reasonable attorney's fees to prosecute this action.

8 **SIXTH CAUSE OF ACTION**

9 **(Breach of Contract versus the HOA and ALESSI)**

10 79. Green Tree incorporates by reference the allegations of all previous paragraphs, as if  
11 fully set forth herein.

12 80. Green Tree was an intended beneficiary of the HOA's CC&Rs.

13 81. The HOA and the HOA Trustee breached the obligations, promises, covenants and  
14 conditions of the CC&Rs owed to Green Tree by the circumstances under which they conducted  
15 the HOA Sale of the Property.

16 82. The HOA and the HOA Trustee's breaches of the obligations, promises, covenants  
17 and conditions of the CC&Rs proximately caused Green Tree general and special damages in an  
18 amount in excess of \$10,000.00.

19 83. Green Tree has been required to retain counsel to prosecute this action and is entitled  
20 to recover reasonable attorney's fees to prosecute this action.

21 **SEVENTH CAUSE OF ACTION**

22 **(Misrepresentation versus the HOA)**

23 84. Green Tree incorporates by reference the allegations of all previous paragraphs, as if  
24 fully set forth herein.

25 85. Green Tree is within the class or persons or entities the HOA intended or had reason  
26 to expect to act or to refrain from action in reliance upon the provisions of the CC&Rs, including  
27 without limitation, the Mortgagee Protection Clause.

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1 86. Green Tree, and its predecessors in interest, justifiably relied upon the provisions of  
2 the CC&Rs and NRS 116.3116(2)(b) in giving consideration for the Deed of Trust, and the Kim  
3 Loan it secures, and the HOA intended or had reason to expect their conduct would be  
4 influenced.

5 87. The HOA's representations in the provisions of the CC&Rs, including without  
6 limitation, the Mortgagee Protection Clause, were false.

7 88. The HOA had knowledge or a belief that the representations in the provisions of the  
8 CC&Rs, including without limitation, the Mortgagee Protection Clause, were false or it had an  
9 insufficient basis for making the representations.

10 89. The HOA had a pecuniary interest in having Green Tree and its predecessors in  
11 interest rely on the provisions of the CC&Rs, including without limitation, the Mortgagee  
12 Protection Clause.

13 90. The HOA failed to exercise reasonable care or competence in communicating the  
14 information within the provisions of the CC&Rs, including without limitation, the Mortgagee  
15 Protection Clause, which was false or it had an insufficient basis for making.

16 91. The HOA and the HOA Trustee acted in contravention to the provisions of the  
17 CC&Rs, including without limitation, the Mortgagee Protection Clause, when it conducted the  
18 HOA Sale in a manner that could extinguish Green Tree's Deed of Trust.

19 92. Green Tree suffered general and special damages in an amount in excess of  
20 \$10,000.00 as a proximate result of its reliance.

21 93. Green Tree has been required to retain counsel to prosecute this action and is entitled  
22 to recover reasonable attorney's fees to prosecute this action.

23 **EIGHTH CAUSE OF ACTION**

24 **(Unjust Enrichment versus Buyer, the HOA and the HOA Trustee)**

25 94. Green Tree incorporates and re-alleges all previous paragraphs, as if fully set forth  
26 herein.

27 95. Green Tree has been deprived of the benefit of its secured deed of trust by the actions  
28 of Buyer, the HOA, and the HOA Trustee.



1 108. Green Tree is entitled to a judicial determination regarding the rights and interests of  
2 the respective parties to the case.

3 109. Green Tree is entitled to a determination from this Court that its secured interest by  
4 virtue of its Deed of Trust is superior to the interest, if any, acquired by Buyer through the  
5 Quitclaim Deed, or held or claimed by any other party.

6 110. In the alternative, Green Tree is entitled to a determination from this Court that the  
7 HOA Sale was not a valid sale and conveyed no legitimate interest to Buyer.

8 111. Green Tree has been required to retain counsel to prosecute this action and is entitled  
9 to recover reasonable attorney's fees to prosecute this action.

10 **PRAYER**

11 Wherefore, Green Tree prays for judgment against the Counter-Defendants and Third-  
12 Party Defendants, jointly and severally, as follows:

- 13 1. For a declaration and determination that Green Tree's interest is secured against  
14 the Property, and that Green Tree's first Deed of Trust was not extinguished by  
15 the HOA Sale;
- 16 2. For a declaration and determination that Green Tree's interest is superior to the  
17 interest of Buyer, Counter-Defendants and Third Party Defendants;
- 18 3. For a declaration and determination that the HOA Sale was invalid to the extent it  
19 purports to convey the Property free and clear to Buyer;
- 20 4. In the alternative, for a declaration and determination that the HOA Sale was  
21 invalid and conveyed no legitimate interest to Buyer;
- 22 5. For a preliminary and permanent injunction that Buyer, its successors, assigns,  
23 and agents are prohibited from conducted a sale or transfer of the Property;
- 24 6. For a preliminary and permanent injunction that Buyer, its successors, assigns,  
25 and agents pay all taxes, insurance and homeowner's association dues during the  
26 pendency of this action.
- 27 7. For a preliminary and permanent injunction that Buyer, its successors, assigns,  
28 and agents be required to segregate and deposit all rents with the Court or a

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Court-approved trust account over which Buyer has no control during the pendency of this action.

- 8. If it is determined that Green Tree’s Deed of Trust has been extinguished by the HOA Sale, for special damages in the amount of the fair market value of the Property or the unpaid balance of the Kim Loan and Deed of Trust, at the time of the HOA Sale, whichever is greater;
- 9. For general and special damages in excess of \$10,000.00;
- 10. For attorney’s fees;
- 11. For costs of incurred herein, including post-judgment costs;

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

DATED this 1<sup>st</sup> day of June, 2014.

/s/Ryan O’Malley  
BUCKLEY MADOLE, P.C.  
Michael Gonzales, Esq.  
(Pro Hac Vice Admission Pending)  
Ryan O’Malley, Esq.  
State Bar No. 12461  
ryan.omalley@buckleymadole.com  
1635 Village Center Circle, Suite 130  
Las Vegas, NV 89134  
*Attorneys for Green Tree Servicing, LLC*



**EXHIBIT 1**

20030731  
02058

CLARK COUNTY, NEVADA  
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF:  
NORTH AMERICAN TITLE COMPANY

07-31-2003 11:20 D61

OFFICIAL RECORDS

BOOK/INSTR: 20030731-02058

PAGE COUNT: 3

APN NO: 137-35-614-018

RPTT \$ 782.50

Escrow No.: NV203-00432RLF

Recording requested by:  
NORTH AMERICAN TITLE COMPANY

(3) NV. 89138

FEE: 16.00  
RPTT: 782.50

When recorded mail along with tax statement to:  
JUNE & JUNG KIM, 452 CROCUS HILL STREET, LAS VEGAS,

**GRANT, BARGAIN, SALE DEED**

THIS INDENTURE WITNESSETH: That

**KIMBALL HILL SAN MARCOS LIMITED PARTNERSHIP, A NEVADA LIMITED PARTNERSHIP**

In consideration of \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to:

JUNG SUN KIM AND JUNE YOUNG KIM, HUSBAND AND WIFE, AS JOINT TENANTS

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

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

- Subject to: 1. Taxes for the current fiscal year, paid current.
- 2. Conditions, covenants, restrictions, reservations, rights, rights of way and easements now of record, if any.

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

DATE: July 30, 2003

Kimball Hill San Marcos Limited Partnership, a Nevada Limited Partnership

BY: R. Lee Venable  
R. Lee Venable, General Partner

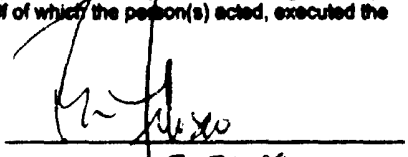


20030731  
02058

State of Nevada  
County of Clark

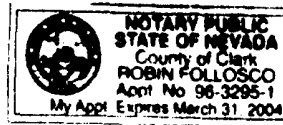
On July 30 2015 before me, the undersigned a Notary Public in and for said County and State, personally appeared R. Lee Venable, General Partner, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
WITNESS my hand and official seal.

Signature



My Commission expires

3-31-04



20030731  
.02058

**EXHIBIT "A"**

**PARCEL ONE (1):**

**LOT 78 IN BLOCK 5 OF FINAL MAP OF SAN MARCOS - UNIT TWO, (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 105 OF PLATS, PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**PARCEL TWO (2):**

**A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS AND USE OF, IN TO AND OVER THE ASSOCIATION PROPERTY AS PROVIDED FOR IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASMENTS FOR SAN MARCOS AT SUMMERLIN.**

**EXHIBIT 2**

**ER-419**

pc-137-35-514-018

20030731  
02059  
CLARK COUNTY, NEVADA  
FRANCES DEANE, RECORDER  
RECORDED AT THE REQUEST OF  
NORTH AMERICAN TITLE COMPANY  
07-31-2003 11:20 DGI  
OFFICIAL RECORDS  
BOOK/INSTR:20030731-02059  
PAGE COUNT: 17  
FEE: 30.00  
RPT: .00

Assessor's Parcel Number: 137-35-514-018

Recording Requested By:  
KH FINANCIAL, L.P.

And When Recorded Return To:  
KH FINANCIAL, L.P.  
8 SUNSET WAY, SUITE 102  
HENDERSON, NEVADA 89014  
Loan Number: 130895

(17)

[Space Above This Line For Recording Data]

### DEED OF TRUST

#### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated JULY 29, 2003, together with all Riders to this document.
- (B) "Borrower" is JUNG SUN KIM AND JUNE YOUNG KIM, HUSBAND AND WIFE AS JOINT TENANTS

Borrower is the trustor under this Security Instrument.

(C) "Lender" is KH FINANCIAL, L.P.

Lender is a ILLINOIS CORPORATION organized and existing under the laws of NEVADA  
Lender's address is 8 SUNSET WAY, SUITE 102, HENDERSON, NEVADA 89014

Lender is the beneficiary under this Security Instrument.

Borrower Initials: JS JY

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(D) "Trustee" is NORTH AMERICAN TITLE  
4955 S DURANGO DRIVE, LAS VEGAS, NEVADA 89113

(E) "Note" means the promissory note signed by Borrower and dated JULY 29, 2003  
The Note states that Borrower owes Lender TWO HUNDRED NINETY-SIX THOUSAND NINE  
HUNDRED EIGHTY-FOUR AND 00/100 Dollars (U.S. \$ 296,984.00 )  
plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later  
than AUGUST 1, 2033

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under  
the Note, and all sums due under this Security Instrument, plus interest.

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

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

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

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

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

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

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

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

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

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

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

Borrower Initials                     

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower Initials: \_\_\_\_\_  
NEVADA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01 DocuMagic® 800-849-1362 www.documagic.com Page 10 of 14

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

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

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

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

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

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

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

Borrower Initials: \_\_\_\_\_

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

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

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

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

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

25. Assumption Fee. If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 5,000

Borrower Initials

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DocMagic ID# 2003073102059 www.docmagic.com

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



\_\_\_\_\_  
JUNG SUN KIM (Seal)  
Borrower



\_\_\_\_\_  
JUNE YOUNG KIM (Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

\_\_\_\_\_  
(Seal)  
Borrower

Witness:

Witness:

\_\_\_\_\_

\_\_\_\_\_



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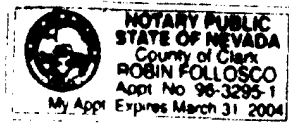
[Space Below This Line For Acknowledgment]

State of Nevada  
County of CLARK

This instrument was acknowledged before me on  
JUNG SUN KIM, JUNE YOUNG KIM

*July 30, 2003*

by



(Seal)

*[Handwritten Signature]*

Notary Public

My commission expires: *3-31-04*

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**EXHIBIT "A"**

**PARCEL ONE (1):**

**LOT 78 IN BLOCK 5 OF FINAL MAP OF SAN MARCOS - UNIT TWO, (A COMMON INTEREST COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE IN BOOK 105 OF PLATS, PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

**PARCEL TWO (2):**

**A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS, EGRESS AND USE OF, IN TO AND OVER THE ASSOCIATION PROPERTY AS PROVIDED FOR IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASMENTS FOR SAN MARCOS AT SUMMERLIN.**

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Loan Number: 130895

### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 29th day of JULY 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to KH FINANCIAL, L. P.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

452 CROCUS HILL STREET, LAS VEGAS, NEVADA 89138  
(Property Address)

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

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

SAN MARCOS  
(Name of Planned Unit Development)

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

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

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

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

Borrower Initials: 

MULTISTATE PUD RIDER - Single Family  
Farriss Mac/Freddie Mac UNIFORM INSTRUMENT  
Form 3180 1/01

DocuSign® PDFView 600-644-1702  
www.docuSign.com

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What Lender requires as a condition of this waiver can change during the term of the loan.  
Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

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


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

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

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

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

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

  
\_\_\_\_\_  
JUNG SUN KIM (Seal) -Borrower

  
\_\_\_\_\_  
JUNE YOUNG KIM (Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

\_\_\_\_\_  
(Seal) -Borrower

**EXHIBIT 3**

Inst #: 201108250004731  
Fees: \$14.00  
N/C Fee: \$0.00  
08/25/2011 02:43:26 PM  
Receipt #: 892340  
Requestor:  
LSI TITLE AGENCY INC.  
Recorded By: MSH Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

RECORDING REQUESTED BY:  
RECONTRUST COMPANY, N.A.  
AND WHEN RECORDED MAIL DOCUMENT TO:  
Bank of America, N.A.  
400 National way SIMI VALLEY, CA 93065

TS No. 08-0116572  
TITLE ORDER#: 080162830NVGTI  
APN 137-35-514-018

**CORPORATION ASSIGNMENT OF DEED OF TRUST NEVADA**

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:  
**BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
LP FKA COUNTRYWIDE HOME LOANS SERVICING LP**

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 07/29/2003,  
EXECUTED BY: JUNG SUN KIM AND JUNE YOUNG KIM, HUSBAND AND WIFE AS JOINT  
TENANTS, TRUSTOR: TO NORTH AMERICAN TITLE, TRUSTEE AND RECORDED AS  
INSTRUMENT NO. 2003073102059 ON 07/31/2003, OF OFFICIAL RECORDS IN THE COUNTY  
RECORDER'S OFFICE OF CLARK COUNTY, IN THE STATE OF NEVADA.

DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST.

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE  
MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS  
ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

DATED: August 22, 2011

KH FINANCIAL, L.P.

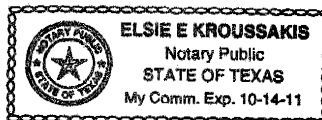
State of: TEXAS )  
County of: TARRANT )

BY: Laura Dalley 8/22/11  
Laura Dalley AVP

**AUG 22 2011**

On AVP before me Elsie E. Kroussakis, personally appeared Laura Dalley  
AVP, known to me (or proved to me on the oath of AVP or through  
JDDC) to be the person whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.  
Witness my hand and official seal.

Elsie E. Kroussakis  
Notary Public's Signature



**EXHIBIT 4**

Inst #: 201308280000882

Fees: \$18.00

N/C Fee: \$0.00

08/28/2013 09:36:46 AM

Receipt #: 1749963

Requestor:

DOCUMENT PROCESSING SOLUTIONS

Recorded By: ANI Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

2

Recording Requested By:  
Bank of America  
Prepared By: Noor Sadruddin

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



DocID# 8783018160410671

Tax ID: 137-35-514-018

Property Address:

452 Crocus Hill Street

Las Vegas, NV 89138-1552

NV-ADT 25505264 6/10/2013 GT0531A

7423758

32

This space for Recorder's use

68850800

### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto GREEN TREE SERVICING LLC whose address is 7360 S. KYRENE ROAD, TEMPE, AZ 85283 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: KH FINANCIAL, L.P.

Made By: JUNG SUN KIM AND JUNE YOUNG KIM, HUSBAND AND WIFE AS JOINT TENANTS

Trustee: NORTH AMERICAN TITLE

Date of Deed of Trust: 7/29/2003 Original Loan Amount: \$296,984.00

Recorded in Clark County, NV on: 7/31/2003, book N/A, page N/A and instrument number 20030731-02059

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

6/10/13

Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, fka Countrywide Home Loans Servicing LP

By:

Cameron P. Fowler

Assistant Vice President

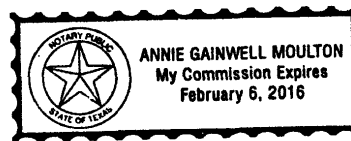


State of TX, County of Dallas

On 6-10-13, before me, Annie Gainwell Moulton, a Notary Public, personally appeared Cameron P. Fowler, Assistant Vice President of Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP, fka Countrywide Home Loans Servicing LP personally known to me to be the person(s) whose name(s) are subscribed to the within document 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 document the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Annie Gainwell Moulton  
Notary Public: Annie Gainwell Moulton  
My Commission Expires: 2-6-2016



DocID# 8783018160410671

**EXHIBIT 5**

APN#: 137-35-514-018

WHEN RECORDED RETURN TO:  
SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION  
c/o Assessment Management Services  
6655 S. CIMARRON ROAD, SUITE 201  
LAS VEGAS NV 89113 \* (702) 856-3808  
E-mail: customerservice@amsresults.com

June 17, 2013

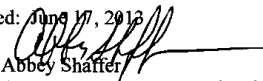
RE: Account no.: AMS 1100-114384

**NOTICE OF CLAIM OF DELINQUENT ASSESSMENT LIEN**


NOTICE IS HEREBY GIVEN, that in accordance with Nevada Revised Statutes Section 116.3116 and the Declaration of Covenants, Conditions and Restrictions (CC&Rs) of SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION recorded as official records of Clark County, Nevada, and all Amendments and Annexations thereto, et seq., which have been supplied to and agreed to by said and reputed owner, the Association has made demand for payment of the total amount due and said sum has not been paid. Therefore, a lien is hereby claimed by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION upon the real property, buildings, improvements and structures thereon, described as follows:

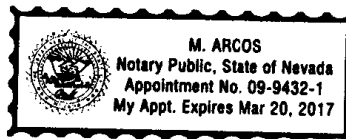
Commonly known as: 452 Crocus Hill Street Las Vegas NV 89102  
Legal Description: SAN MARCOS-UNIT 2  
PLAT BOOK 105 PAGE 62  
LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59  
Record owner(s): Jung & June Kim

THE AMOUNT OWING AND UNPAID TOTAL is \$8,174.50 as of June 14, 2013\*\*. This amount may include assessments, late fees, special assessments, fines, collection fees, trustee fee, and interest. Assessments, late fees, and interest will continue to accrue pursuant to SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION CC&Rs, as well as additional fees of the agent for the Association incurred in connection with preparation, recording and foreclosure of this lien. All payments submitted must be in the form of a Cashier's Check or Money Order, and received no later than July 14, 2013 to avoid enforcement of this lien.

Dated: June 17, 2013  
BY:   
Abbey Shaffer  
Assessment Management Services as agent for  
SAN MARCOS AT SUMMERLIN  
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)  
On June 17, 2013, before me, Marina Arcos,  
personally appeared \*\*\*\*Abbey Shaffer\*\*\*\*, who is  
personally known to me, or who has provided  
satisfactory evidence of identification, to be the person  
subscribed to the within instrument and acknowledged  
the instrument before me.

Subscribed and sworn to before  
me on this day June 17, 2013.  
By:   
Marina Arcos, Notary Public



Inst #: 201306210001487  
Fees: \$17.00  
N/C Fee: \$0.00  
06/21/2013 09:03:06 AM  
Receipt #: 1664620  
Requestor:  
ASSESSMENT MANAGEMENT SER  
Recorded By: RNS Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

**EXHIBIT 6**

**ER-444**

Inst #: 201310030000295

Fees: \$18.00

N/C Fee: \$0.00

10/03/2013 08:36:56 AM

Receipt #: 1796984

Requestor:

ASSESSMENT MANAGEMENT SER

Recorded By: GDE Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#: 137-35-514-018



**WHEN RECORDED, MAIL TO:**  
SAN MARCOS AT SUMMERLIN HOA  
c/o ASSESSMENT MANAGEMENT SERVICES  
P.O. BOX 80660  
LAS VEGAS, NV 89180  
(702) 856-3808  
E-mail: customerservice@amsresults.com

**NOTICE OF DEFAULT AND ELECTION TO SELL  
UNDER HOMEOWNERS ASSOCIATION LIEN**

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

YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE DELINQUENT IN YOUR SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION ASSESSMENTS. YOUR PROPERTY MAY BE SOLD WITHOUT ANY COURT ACTION. You have the legal right to bring your account current by paying all of the past due assessments plus permitted costs and expenses, including interest and late fees, within the time permitted by law for the reinstatement of your account. No sale date may be set until ninety (90) days from the recorded and mailing date of this Notice of Default and Election to Sell.

NOTICE IS HEREBY GIVEN that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is the lien holder under the Notice of Delinquent Assessment Lien recorded on June 21, 2013 as Instrument/Book Number: 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada to secure certain obligations under the Declaration of Covenants, Conditions, and Restrictions. Assessment Management Services has been appointed and designated as the authorized agent of the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to conduct the foreclosure of this property as described below:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89102  
Legal Description: SAN MARCOS-UNIT 2 PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5  
SEC 35 TWP 20 RNG 59  
Assessor's Parcel No.: 137-35-514-018  
Record Owner(s): Jung & June Kim

The amount due as of October 02, 2013, is \$9,372.21. This amount may include assessments, late fees, special assessments, collection fees, trustee fees, and interest. In addition, while you are in foreclosure, you still must pay your other obligations, such as insurance and taxes, as required by your note and deed of trust or mortgage, or as required under the Covenants, Conditions, and Restrictions.

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.

Assessment Management Services, whose address is 6655 South Cimarron Road, Suite 201, Las Vegas, Nevada 89113, is authorized by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to enforce the lien by sale. Assessment Management services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

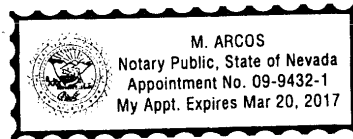
PURSUANT TO NEVADA REVISED STATUTES, CHAPTER 116, a sale will be held if this obligation is not paid in full within ninety (90) from the date of recording and mailing of this Notice of Default and Election to Sell.

Dated: October 03, 2013

BY: Abbey Shaffer  
Abbey Shaffer  
Assessment Management Services as agent for  
SAN MARCOS AT SUMMERLIN  
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)  
On October 03, 2013, before me, Marina Arcos,  
personally appeared \*\*\*\*Abbey Shaffer\*\*\*\*, who is  
personally known to me, or who has provided  
satisfactory evidence of identification, to be the person  
subscribed to the within instrument and acknowledged  
the instrument before me.

Subscribed and sworn to before  
me on this day, October 03, 2013.  
By: Marina Arcos  
Marina Arcos, Notary Public



**EXHIBIT 7**



Inst #: 201402200002817

Fees: \$18.00

N/C Fee: \$0.00

02/20/2014 04:37:26 PM

Receipt #: 1938646

Requestor:

ASSESSMENT MANAGEMENT SER

Recorded By: ANI Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#: 137-35-514-018

WHEN RECORDED, MAIL TO:  
SAN MARCOS AT SUMMERLIN HOA  
c/o ASSESSMENT MANAGEMENT SERVICES  
P.O. BOX 80660  
LAS VEGAS, NV 89180  
(702) 856-3808  
E-mail: customerservice@amsresults.com

**NOTICE OF DEFAULT AND ELECTION TO SELL  
UNDER HOMEOWNERS ASSOCIATION LIEN**

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

YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE DELINQUENT IN YOUR SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION ASSESSMENTS. YOUR PROPERTY MAY BE SOLD WITHOUT ANY COURT ACTION. You have the legal right to bring your account current by paying all of the past due assessments plus permitted costs and expenses, including interest and late fees, within the time permitted by law for the reinstatement of your account. No sale date may be set until ninety (90) days from the recorded and mailing date of this Notice of Default and Election to Sell.

NOTICE IS HEREBY GIVEN that the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION is the lien holder under the Notice of Delinquent Assessment Lien recorded on June 21, 2013 as Instrument/Book Number: 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada to secure certain obligations under the Declaration of Covenants, Conditions, and Restrictions. Assessment Management Services has been appointed and designated as the authorized agent of the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to conduct the foreclosure of this property as described below:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138  
Legal Description: SAN MARCOS-UNIT 2  
PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5 SEC 35 TWP 20 RNG 59  
Assessor's Parcel No.: 137-35-514-018  
Record Owner(s): Jung & June Kim

The amount due as of February 20, 2014, is \$9,695.21. This amount may include assessments, late fees, special assessments, collection fees, trustee fees, and interest. In addition, while you are in foreclosure, you still must pay your other obligations, such as insurance and taxes, as required by your note and deed of trust or mortgage, or as required under the Covenants, Conditions, and Restrictions.

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.



Assessment Management Services, whose address is 6655 South Cimarron Road, Suite 201, Las Vegas, Nevada 89113, is authorized by SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION to enforce the lien by sale. Assessment Management services is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

PURSUANT TO NEVADA REVISED STATUTES, CHAPTER 116, a sale will be held if this obligation is not paid in full within ninety (90) from the date of recording and mailing of this Notice of Default and Election to Sell.

Dated: February 21, 2014

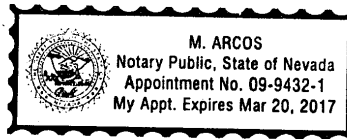
BY: Abbey Shaffer  
Abbey Shaffer  
Assessment Management Services as agent for  
SAN MARCOS AT SUMMERLIN  
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)

On February 21, 2014, before me, Marina Arcos, personally appeared \*\*\*\*Abbey Shaffer\*\*\*\*, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before  
me on this day, February 21, 2014.

By: Marina Arcos  
Marina Arcos, Notary Public



**EXHIBIT 8**

**ER-450**

2

Inst #: 20141008-0000709

Fees: \$18.00

N/C Fee: \$0.00

10/08/2014 08:59:06 AM

Receipt #: 2179002

Requestor:

ASSESSMENT MANAGEMENT SER

Recorded By: GOJ Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN#: 137-35-514-018

Trustee Sale No. AMS1100-114384

**WHEN RECORDED, MAIL TO:**

SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION

c/o ASSESSMENT MANAGEMENT SERVICES

P.O. BOX 80660

Las Vegas, NV 89180

(702) 856-3808

E-mail: customerservice@amsresults.com

**NOTICE OF FORECLOSURE SALE**

**WARNING! A SALE OF YOUR PROPERTY IS IMMINENT! UNLESS YOU PAY THE AMOUNT SPECIFIED IN THIS NOTICE BEFORE THE SALE DATE, YOU COULD LOSE YOUR HOME, EVEN IF THE AMOUNT IS IN DISPUTE. YOU MUST ACT BEFORE THE SALE DATE. IF YOU HAVE ANY QUESTIONS, PLEASE CALL TERRA WEST COLLECTIONS GROUP LLC. D/B/A ASSESSMENT MANAGEMENT SERVICES AT (702) 856-3808. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT 1-877-829-9907 IMMEDIATELY.**

YOU ARE IN DEFAULT UNDER A DELINQUENT ASSESSMENT LIEN, DATED June 21, 2013. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

NOTICE IS HEREBY GIVEN THAT on October 30, 2014, at 10:00 am at the main entrance to the Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101, under the power of sale pursuant to the terms of those certain Covenants, Conditions, and Restrictions recorded on February 22, 2002 as Instrument/Book number 20020222-02063 of the official records of Clark County, Assessment Management Services, as duly appointed agent under that certain Notice of Delinquent Assessment Lien, recorded on June 21, 2013 as Instrument/Book number 201306210001487 of the official records of said county, and The Notice of Default and Election to Sell, recorded on February 20, 2014 as Instrument/Book number 201402200002817 of the official records of said county, will sell at public auction to the highest bidder, for lawful money of the United States, all right, title, and interest in the following property known as:

Commonly known as: 452 Crocus Hill Street Las Vegas NV 89138  
Legal Description: SAN MARCOS-UNIT 2 PLAT BOOK 105 PAGE 62  
LOT 78 BLOCK 5  
Record Owner(s): Jung & June Kim

NOTICE IS HEREBY GIVEN that SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION has executed and delivered to its agent, Assessment Management Services, a written authorization to conduct this sale, and has deposited with said agent such documents as the Covenants, Conditions, and Restrictions and documents evidencing the obligations secured thereby, and declares all sums secured thereby immediately due and payable and elects to cause the property to be sold to satisfy the obligations.



**EXHIBIT 9**

③ |

When recorded mail to and  
Mail Tax Statements to:  
Saticoy Bay LLC Series 452 Crocus Hill  
900 S Las Vegas Blvd., Ste 810  
Las Vegas, NV 89101

Inst #: 20141113-0000023  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1254.60 Ex: #  
11/13/2014 08:02:32 AM  
Receipt #: 2218425  
Requestor:  
ASSESSMENT MANAGEMENT SER  
Recorded By: RYUD Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN#: 137-35-514-018

Trustee Sale No. AMS1100-114384

TRUSTEE'S DEED UPON SALE

The Grantee (Buyer) herein was not the Foreclosing Beneficiary: **Saticoy Bay LLC Series 452 Crocus Hill**  
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **\$12,996.18**  
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$160,100.00**  
The Documentary Transfer Tax: **\$1,254.60**  
Property address: **452 Crocus Hill Street Las Vegas NV 89138**  
Said property is the [ ] unincorporated area: **City of Las Vegas**  
Trustor (Former Owner that was foreclosed on): **Jung & June Kim**

Terra West Collections Group LLC d/b/a Assessment Management Services, as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded June 21, 2013 as Instrument/Book Number 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada, do hereby grant, without warranty expressed or implied to **Saticoy Bay LLC Series 452 Crocus Hill** (Grantee), all its right, title and interest in the property legally described as:

**SAN MARCOS-UNIT 2 PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5**


TRUSTEE STATES THAT:

This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 *et seq.*, the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded February 20, 2014 as Instrument/Book Number 201402200002817 which was recorded in the office of the recorder of said county.

All requirements of law including, but not limited to, the mailing of the Notice of Delinquent Assessment Lien, the recording of the Notice of Default and Election to Sell, the elapsing of the 90 days, and the giving of notice of sale through mailing, posting, publication and/or personal delivery of the Notice of Sale, have been complied with.

Said property was sold by said Trustee at public auction on 10/30/2014 at the place indicated on the Notice of Sale.

Dated: November 11, 2014

BY:   
Abbey Rodriguez

Assessment Management Services as agent for  
SAN MARCOS AT SUMMERLIN  
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)

On November 11, 2014, before me, Marina Arcos, personally appeared \*\*\*\*Abbey Rodriguez\*\*\*\*, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before  
me on this day, November 11, 2014.

By :  
Marina Arcos, Notary Public

STATE OF NEVADA
DECLARATION OF VALUE

- 1. Assessor Parcel Number(s)
a. 137-35-514-018
b.
c.
d.

- 2. Type of Property:
a. Vacant Land
b. Single Fam. Res.
c. Condo/Twnhse
d. 2-4 Plex
e. Apt. Bldg
f. Comm'l/Ind'l
g. Agricultural
h. Mobile Home
Other

FOR RECORDERS OPTIONAL USE ONLY
Book Page:
Date of Recording:
Notes:

- 3.a. Total Value/Sales Price of Property \$ 160,100.00
b. Deed in Lieu of Foreclosure Only (value of property )
c. Transfer Tax Value: \$ 245,906.00
d. Real Property Transfer Tax Due \$ 1,254.60

4. If Exemption Claimed:

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

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

Signature Capacity: Agent
Signature Capacity:

SELLER (GRANTOR) INFORMATION (REQUIRED)
Print Name: Assessment Management Services
Address: 6655 S Cimarron Rd., Ste 201
City: Las Vegas
State: NV Zip: 89113

BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Saticoy Bay LLC Series 452 Crocus Hill
Address: 900 S Las Vegas Blvd., Ste 810
City: Las Vegas
State: NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING (Required if not seller or buyer)
Print Name: Assessment Management Services Escrow # N/A
Address: 6655 S Cimarron Rd., Ste 201
City: Las Vegas State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED



1 BUCKLEY MADOLE, P.C.  
Michael Gonzales, Esq.  
2 (*Pro Hac Vice* Admission Pending)  
michael.gonzales@buckleymadole.com  
3 Ryan O'Malley, Esq.  
State Bar No. 12461  
4 ryan.omalley@buckleymadole.com  
1635 Village Center Circle, Suite 130  
5 Las Vegas, NV 89134  
6 Tel: (702) 425-7267 Fax: (702) 425-7269  
7 *Attorneys for Defendant Green Tree Servicing, LLC*

8  
9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA**

11 SATICOY BAY LLC SERIES 452 CROCUS  
12 HILL

13 Plaintiff,

14 vs.

15 GREEN TREE SERVICING, LLC; QUALITY  
LOAN SERVICE CORPORATION;

16 Defendants.

Case No.: 2:15-

**PETITION FOR REMOVAL**

17  
18 **TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA**

19 Pursuant to 28 U.S.C. §§ 1441 and 1446, Defendant Green Tree Servicing, LLC (“Green  
20 Tree”) hereby removes this action to the United States District Court for the District of Nevada.

21 In support of removal, Green Tree states as follows:

- 22 1. The above-entitled action was commenced on April 23, 2012, in the Eighth Judicial  
23 District Court for the State of Nevada in and for the County of Clark (the “State  
24 Court”) and was designated as case number A-15-707420-C. Green Tree is one of  
25 the named defendants in this lawsuit.
- 26 2. Green Tree is not aware of possessing the complaint at any time before April 30,  
27 2015. Upon information and belief, Green Tree was served with process on April 30,  
28 2015.

- 1           3. Upon information and belief, Defendant Quality Loan Service Corporation  
2           ("Quality") does not object to this action being removed to this Court.
- 3           4. This Petition for Removal is timely filed pursuant to 28 U.S.C. § 1446(b). Thirty  
4           days have not elapsed since Defendants first became aware of Plaintiff's Complaint,  
5           nor has one year elapsed since the commencement of the action in the State Court.
- 6           5. Venue is proper in this Court pursuant to 28 U.S.C. § 1446(a) because this district  
7           embraces the place where the state court action is pending.
- 8           6. As reflected in the State Court docket (attached as Exhibit A), Green Tree is informed  
9           and believes that the following documents have been filed with the Clerk of the State  
10          Court with respect to this action: "Complaint" (filed April 23, 2015 and attached as  
11          Exhibit B); "*Lis Pendens*" (filed on April 23, 2015 and attached as Exhibit C); "*Ex*  
12          *Parte* Motion for Temporary Restraining Order or Alternatively for Order to Show  
13          Cause" (filed April 23, 2015, 2012 and attached as Exhibit D); "Temporary  
14          Restraining Order" (Filed April 28, 2015 and attached as Exhibit E); "Affidavit of  
15          Service – Green Tree Servicing, LLC" (filed May 1, 2015 and attached as Exhibit F);  
16          "Affidavit of Service – Quality Loan Service Corporation" (filed May 1, 2015 and  
17          attached as Exhibit G); Notice of Appearance (filed May 7, 2015 and attached as  
18          Exhibit H); and Initial Appearance Fee Disclosure (filed May 7, 2015 and attached as  
19          Exhibit I).
- 20          7. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §  
21          1332 (diversity).
- 22          8. All Plaintiffs are diverse from all Defendants, as set forth below:
  - 23               a. Plaintiff Saticoy Bay Series LLC 452 Crocus Hill ("Saticoy Bay") is a Nevada  
24               limited liability company. Upon information and belief, Saticoy Bay's  
25               principal place of business is in Nevada.
  - 26               b. Defendant Green Tree is a Delaware limited liability company with its  
27               principal place of business in Minnesota.
- 28

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c. Defendant Quality Loan Servicing Corporation (“Quality”) is a California corporation. Upon information and belief, Quality’s principal place of business is in California.

9. The amount in controversy exceeds the sum of \$75,000. The Complaint asserts equitable claims to extinguish any claim or interest of Green Tree with respect to the real property commonly known as 452 Crocus Hill, Las Vegas, NV 89138 (the “Property”). Plaintiff seeks to quiet title in the Property and extinguish Green Tree’s deed of trust encumbering the Property, which was executed on July 29, 2003 and secures a note with a principal amount of \$296,984.00. For jurisdictional purposes, the amount in controversy is measured by the damages or the value of the property that is the subject of the action. *Hunt v. Washington State Apple Advertising Comm’n*, 432 U.S. 333, 347-48 (1977); *see also Meisel v. Allstate Indem. Co.*, 357 F. Supp. 2d. 1222, 1225 (E.D. CA 2005). Moreover, in actions for declaratory relief, the amount in controversy is measured by the value of the object of the litigation. *Cohn v. Petsmart*, 281 F.3d 837, 840 (9th Cir. 2002). Here, Green Tree’s Deed of Trust is the subject of the action and the object of litigation, and the value of that interest is \$296,984.00. Thus, the amount in controversy exceeds \$75,000.00.

10. Supplemental jurisdiction of any state law claims is proper under 28 U.S.C. § 1367(a).

11. Pursuant to 28 U.S.C. § 1441(c), a true copy of this Petition for Removal, excluding exhibits, shall be concurrently filed with the Eighth Judicial District Court of the State of Nevada in and for the County of Clark, and served upon Plaintiff.

12. Green Tree reserves the right to supplement this Petition for Removal with additional information as it becomes available to Green Tree.

13. Green Tree further reserves all rights including, but not limited to, defenses and objections as to venue, personal jurisdiction, and service. The filing of this Petition for Removal is subject to and without waiver of any such defense or objection.

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WHEREFORE, based upon the foregoing, Defendants hereby remove the above action, now pending in the State Court as Case No. A-15-707420-C, to this Court.

DATED this 27<sup>th</sup> day of May, 2015

BUCKLEY MADOLE, P.C.

/s/Ryan T. O'Malley  
Ryan T. O'Malley, Esq.  
1635 Village Center Circle, Suite 130  
Las Vegas, Nevada 89134  
*Attorneys for Defendant Green Tree Servicing, LLC*

**CERTIFICATE OF SERVICE**

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Pursuant to F.R.C.P. 5(b) and Electronic Filing Procedure IV(B), I certify that on the 27<sup>th</sup> day of May, 2015, a true and correct copy of the attached **PETITION FOR REMOVAL** was transmitted electronically through the Court’s e-filing electronic notice system to the attorney(s) associated with this case. If electronic notice is not indicated through the court’s e-filing system, then a true and correct paper copy of the foregoing document was delivered by U.S. Mail.

Michael F. Bohn, Esq.  
Bohn Law Offices  
376 East Warm Springs Road, Suite 140  
Las Vegas, NV 89119  
*Attorney for Plaintiff*

Gary S. Fink, Esq.  
McCarthy & Holthus  
9510 W. Sahara Avenue, Suite 200  
Las Vegas, Nevada 89117  
*Attorney for Defendant Quality Loan Servicing Corporation*

/s/Candice Benson  
Candice Benson  
An employee of Buckley Madole, P.C.

**EXHIBIT A**



**EXHIBIT B**

**ER-464**



Electronically Filed  
04/23/2015 12:35:46 PM

  
CLERK OF THE COURT

1 **COMP**  
2 **MICHAEL F. BOHN, ESQ.**  
3 Nevada Bar No.: 1641  
4 mbohn@bohnlawfirm.com  
5 **LAW OFFICES OF**  
6 **MICHAEL F. BOHN, ESQ., LTD.**  
7 376 East Warm Springs Road, Ste. 140  
8 Las Vegas, Nevada 89119  
9 (702) 642-3113/ (702) 642-9766 FAX

10 Attorney for plaintiff

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

13 **SATICOY BAY LLC SERIES 452 CROCUS**  
14 **HILL**

15 Plaintiff,

16 vs.

17 **GREEN TREE SERVICING, LLC and**  
18 **QUALITY LOAN SERVICE CORPORATION**

19 Defendants.

CASE NO.: A-15-717420-C  
DEPT NO.: III

**EXEMPTION FROM ARBITRATION:**  
**Title to real property**

20 **COMPLAINT**

21 Plaintiff, Saticoy Bay LLC Series 452 Crocus Hill, by and through it's attorney, Michael F. Bohn,  
22 Esq. alleges as follows:

23 1. Plaintiff is the owner of the real property commonly known as 452 Crocus Hill, Las  
24 Vegas, Nevada.

25 2. Plaintiff obtained title by foreclosure deed recorded on November 13, 2014.

26 3. The plaintiff's title stems from a foreclosure deed arising from a delinquency in  
27 assessments due from the former owner to the San Marcos at Summerlin Homeowners Association  
28 pursuant to NRS Chapter 116.

4. Green Tree Servicing, LLC is the current beneficiary of a deed of trust which was recorded  
as an encumbrance to the subject property on July 31, 2003. Defendant Quality Loan Service is the  
current trustee on the deed of trust.



1 15. The plaintiff is entitled to an award of attorneys fees and costs.

2 WHEREFORE, plaintiff prays for Judgment as follows:

3 1. For injunctive relief;

4 2. For a determination and declaration that plaintiff is the rightful holder of title to the  
5 property, free and clear of all liens, encumbrances, and claims of the defendants.

6 3. For a determination and declaration that the defendants have no estate, right, title, interest  
7 or claim in the property.

8 4. For a judgment forever enjoining the defendants from asserting any estate, right, title,  
9 interest or claim in the property; and

10 5. For such other and further relief as the Court may deem just and proper.

11 DATED this 23<sup>rd</sup> day of April 2015.

12 LAW OFFICES OF  
13 MICHAEL F. BOHN, ESQ., LTD.

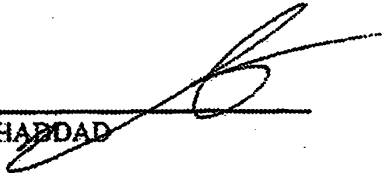
14  
15 By: /s/ Michael F. Bohn, Esq. /  
16 Michael F. Bohn, Esq.  
17 376 East Warm Springs Road, Ste. 140  
18 Las Vegas, Nevada 89119  
19 Attorney for plaintiff  
20  
21  
22  
23  
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28

**VERIFICATION**

STATE OF NEVADA        )  
                                  ) ss:  
COUNTY OF CLARK        )

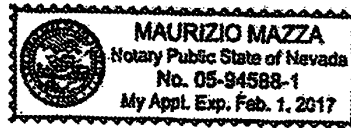
Iyad Haddad, being first duly sworn, deposes and says;

That he is the authorized representative of the plaintiff Limited Liability Company in the above entitled action; that he has read the foregoing complaint and knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein alleged on information and belief, and as to those matters, he believes them to be true.

  
\_\_\_\_\_  
IYAD HADDAD

SUBSCRIBED and SWORN to before me  
this 23 day of April, 2015

  
\_\_\_\_\_  
NOTARY PUBLIC in and for said  
County and State



**EXHIBIT C**

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CLERK OF THE COURT

1 **LISP**  
MICHAEL F. BOHN, ESQ.  
2 Nevada Bar No.: 1641  
mbohn@bohnlawfirm.com  
3 **GERALD L. TAN**  
Nevada Bar No. 13596  
4 gtan@bohnlawfirm.com  
LAW OFFICES OF  
5 MICHAEL F. BOHN, ESQ., LTD.  
376 East Warm Springs Road, Ste. 140  
6 Las Vegas, Nevada 89119  
(702) 642-3113/ (702) 642-9766 FAX  
7  
8 Attorney for plaintiff Saticoy Bay Llc  
Series 452 Crocus Hill

9  
10 **DISTRICT COURT**  
11 **CLARK COUNTY, NEVADA**

12 **SATICOY BAY LLC SERIES 452 CROCUS**  
13 **HILL**

**CASE NO.: A-15-717420-C**  
**DEPT NO.: III**

14 **Plaintiff,**

15 **vs.**

16 **GREEN TREE SERVICING, LLC and**  
17 **QUALITY LOAN SERVICE CORPORATION**

18 **Defendants.**

19  
20 **LIS PENDENS**

21 Please take notice that an action has been filed involving title and possession of the real property  
22 commonly known as 452 Crocus Hill, Las Vegas, Nevada and legally described as:

23  
24 **PARCEL ONE (1):**

25 **LOT 78 IN BLOCK 5 OF FINAL MAP OF SAN MARCOS - UNIT TWO, (A**  
26 **COMMON INTEREST OF COMMUNITY) AS SHOWN BY MAP THEREOF ON FILE**  
27 **IN BOOK 185 OF PLATS, PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER**  
28 **OF CLARK COUNTY, NEVADA**

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PARCEL TWO (2):

A NON-EXCLUSIVE EASEMENT FOR ACCESS, INGRESS AND USE OF, IN TO AND OVER THE ASSOCIATION PROPERTY AS PROVIDED FOR IN AND SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SAN MARCOS APN 137-35-514-018

DATED this 23<sup>RD</sup> day of April 2015.

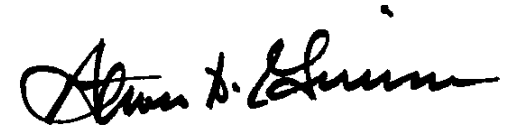
LAW OFFICES OF  
MICHAEL F. BOHN, ESQ., LTD.

By: /s/ Michael F. Bohn, Esq. /  
Michael F. Bohn, Esq.  
376 East Warm Springs Road, Ste. 140  
Las Vegas, Nevada 89119  
Attorney for plaintiff

**EXHIBIT D**



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CLERK OF THE COURT

1 **EXMT**  
2 MICHAEL F. BOHN, ESQ.  
3 Nevada Bar No.: 1641  
4 mbohn@bohnlawfirm.com  
5 LAW OFFICES OF  
6 MICHAEL F. BOHN, ESQ., LTD.  
7 376 East Warm Springs Road, Ste. 140  
8 Las Vegas, Nevada 89119  
9 (702) 642-3113/ (702) 642-9766 FAX

10 Attorney for plaintiff

DISTRICT COURT

CLARK COUNTY, NEVADA

11 SATICOY BAY LLC SERIES 452 CROCUS  
12 HILL

Plaintiff,

vs.

13 GREEN TREE SERVICING, LLC and  
14 QUALITY LOAN SERVICE CORPORATION

Defendants.

CASE NO.: A-15-717420-C  
DEPT NO.: III

15 **EX PARTE MOTION FOR TEMPORARY RESTRAINING ORDER; or**  
16 **ALTERNATIVELY FOR ORDER TO SHOW CAUSE**

17 Plaintiff, Saticoy Bay LLC Series 452 Crocus Hill, by and through it's attorney, Michael F. Bohn,  
18 Esq., moves this court for a temporary restraining order, or alternatively, for an order to show cause why  
19 a preliminary injunction should not be entered to prohibit a foreclosure sale scheduled for April 30, 2015.

20 This motion is based upon the points and authorities contained herein.

21 **FACTS**

22 Plaintiff is the owner of the real property commonly known as 452 Crocus Hill, Las Vegas,  
23 Nevada. Plaintiff obtained title by foreclosure deed recorded on November 13, 2014. A copy of the  
24 deed is Exhibit 1.

25 The plaintiff's title stems from a foreclosure deed arising from a delinquency in assessments  
26 due from the former owner to the San Marcos at Summerlin Homeowners Association , pursuant to  
27 NRS Chapter 116.

1 Green Tree Servicing, LLC is the current beneficiary of a deed of trust which was recorded  
2 as an encumbrance to the subject property on July 31, 2003. Defendant Quality Loan Service is the  
3 current trustee on the deed of trust.

4 The interest of each of the defendants has been extinguished by reason of the foreclosure sale,  
5 which was properly conducted with adequate notice given to all persons and entities claiming an  
6 interest in the subject property, and resulting from a delinquency in assessments due from the former  
7 owner, to the San Marcos at Summerlin Homeowners Association, pursuant to NRS Chapter 116.

8 Nonetheless, defendant Green Tree Servicing, LLC, through it's agent, Quality Loan Service  
9 Corporation has recorded a notice of default and election to sell under it's deed of trust pursuant to  
10 NRS 107.080.

11 Defendant Green Tree Servicing, LLC through it's agent, Quality Loan Service Corporation  
12 has recorded a notice of sale, scheduling the foreclosure sale for April 30, 2015. A copy of the Notice  
13 of Sale is Exhibit 2.

14 Plaintiff is entitled to an injunction prohibiting the foreclosure sale from proceeding. The  
15 plaintiff now seeks a temporary restraining order scheduling a hearing for a preliminary injunction, or  
16 for an order to show cause why a preliminary injunction should not be issued.

17 **POINTS AND AUTHORITIES**

18 **A. An injunction is an appropriate remedy**

19 NRS 33.010 provides in part:

20 **Cases in which injunction may be granted.** An injunction may be granted in the  
21 following cases:

22 1. When it shall appear by the complaint that the plaintiff is entitled to the  
23 relief demanded, and such relief or any part thereof consists in restraining the  
24 commission or continuance of the act complained of, either for a limited period or  
25 perpetually.

26 2. When it shall appear by the complaint or affidavit that the commission or  
27 continuance of some act, during the litigation, would produce great or irreparable  
28 injury to the plaintiff.

3. When it shall appear, during the litigation, that the defendant is doing or  
threatens, or is about to do, or is procuring or suffering to be done, some act in  
violation of the plaintiff's rights respecting the subject of the action, and tending to  
render the judgment ineffectual.

1 NRCP 65, involving Temporary Restraining Orders provides in part:

2 (b) Temporary Restraining Order; Notice; Hearing; Duration. A temporary  
 3 restraining order may be granted without written or oral notice to the adverse party or  
 4 his attorney only if (1) it clearly appears from specific facts shown by affidavit or by  
 5 the verified complaint that immediate and irreparable injury, loss, or damage will  
 6 result to the applicant before the adverse party or his attorney can be heard in  
 7 opposition, and (2) the applicant's attorney certifies to the court in writing the efforts,  
 8 if any, which have been made to give the notice and the reasons supporting his claim  
 9 that notice should not be required. Every temporary restraining order granted without  
 10 notice shall be indorsed with the date and hour of issuance; shall be filed forthwith in  
 11 the clerk's office and entered of record; shall define the injury and state why it is  
 12 irreparable and why the order was granted without notice; and shall expire by its  
 13 terms within such time after entry, not to exceed 15 days, as the court fixes, unless  
 14 within the time so fixed the order, for good cause shown, is extended for a like period  
 or unless the party against whom the order is directed consents that it may be  
 extended for a longer period. The reasons for the extension shall be entered of record.  
 In case a temporary restraining order is granted without notice, the motion for a  
 preliminary injunction shall be set down for hearing at the earliest possible time and  
 takes precedence of all matters except older matters of the same character; and when  
 the motion comes on for hearing the party who obtained the temporary restraining  
 order shall proceed with the application for a preliminary injunction and, if he does  
 not do so, the court shall dissolve the temporary restraining order. On 2 days' notice  
 to the party who obtained the temporary restraining order without notice or on such  
 shorter notice to that party as the court may prescribe, the adverse party may appear  
 and move its dissolution or modification and in that event the court shall proceed to  
 hear and determine such motion as expeditiously as the ends of justice require.

15 A preliminary injunction is available upon a showing that the party seeking it enjoys a  
 16 reasonable probability of success on the merits, and that the defendant's conduct, if allowed to  
 17 continue, will result in irreparable harm for which compensatory damages is an inadequate remedy.  
 18 S.O.C., Inc. v. Mirage Casino-Hotel, 117 Nev. 403; 23 P.3d 243 (2001); Dangberg Holdings v.  
 19 Douglas Co., 115 Nev. 129, 978 P.2d 311(1999); Pickett v. Comanche Construction, Inc., 108 Nev.  
 20 422, 426, 836 P.2d 42, 44 (1992); Dixon v. Thatcher, 103 Nev. 414, 742 P.2d 1029 (1987); Sobol v.  
 21 Capital Management, 102 Nev. 444, 446, 726 P.2d 335 (1986); citing Number One Rent-A-Car v.  
 22 Ramada Inns, 94 Nev. 779, 780, 587 P.2d 1329,1330 (1978). The balance of hardships between the  
 23 parties is also a factor to be considered. Ottenheimer v. Real Estate Division, 91 Nev. 338, 535 P.2d  
 24 1284 (1975).

25 The Supreme Court has ruled that if real property is permitted to be sold at a foreclosure sale,  
 26 the plaintiff would suffer irreparable harm for which money damages would be inadequate. Pickett v.  
 27 Comanche Construction, 108 Nev. 422, 836 P.2d 42 (1992). Real property are considered unique

1 and loss of property rights generally result in irreparable harm. Dixon v. Thatcher, 103 Nev. 414,  
 2 742 P.2d 1029 (1987) as such, an injunction is proper to prohibit foreclosures when the plaintiff has  
 3 shown that it is entitled to relief. Here, the plaintiff is entitled to relief because the defendant's deed  
 4 of trust was extinguished by the foreclosure on the HOA lien.

5 **B. The defendant's deed of trust has been extinguished by the foreclosure on the HOA lien.**

6 NRS 116.3116 provides in part:

7 **Liens against units for assessments.**

8 1. **The association has a lien on a unit for** any construction penalty that is  
 9 imposed against the unit's owner pursuant to NRS 116.310305, **any assessment levied**  
 10 **against that unit or any fines imposed against the unit's owner from the time the**  
 11 **construction penalty, assessment or fine becomes due.** Unless the declaration  
 12 otherwise provides, any penalties, fees, charges, late charges, fines and interest charged  
 13 pursuant to paragraphs (j) to (n), inclusive, of subsection 1 of NRS 116.3102 are  
 14 enforceable as assessments under this section. If an assessment is payable in  
 15 installments, the full amount of the assessment is a lien from the time the first  
 16 installment thereof becomes due.

17 2. A lien under this section is prior to all other liens and encumbrances on a unit  
 18 except:

19 (a) Liens and encumbrances recorded before the recordation of the declaration and, in a  
 20 cooperative, liens and encumbrances which the association creates, assumes or takes  
 21 subject to;

22 (b) A first security interest on the unit recorded before the date on which the  
 23 assessment sought to be enforced became delinquent or, in a cooperative, the first  
 24 security interest encumbering only the unit's owner's interest and perfected before the  
 25 date on which the assessment sought to be enforced became delinquent; and

26 (c) Liens for real estate taxes and other governmental assessments or charges against  
 27 the unit or cooperative.

28 **The lien is also prior to all security interests described in paragraph (b) to the**  
**extent of any charges incurred by the association on a unit pursuant to NRS**  
**116.310312 and to the extent of the assessments for common expenses based on**  
**the periodic budget adopted by the association pursuant to NRS 116.3115 which**  
**would have become due in the absence of acceleration during the 9 months**  
**immediately preceding institution of an action to enforce the lien, unless federal**  
**regulations adopted by the Federal Home Loan Mortgage Corporation or the**  
**Federal National Mortgage Association require a shorter period of priority for**  
**the lien. If federal regulations adopted by the Federal Home Loan Mortgage**  
**Corporation or the Federal National Mortgage Association require a shorter**  
**period of priority for the lien, the period during which the lien is prior to all**  
**security interests described in paragraph (b) must be determined in accordance**  
**with those federal regulations, except that notwithstanding the provisions of the**  
**federal regulations, the period of priority for the lien must not be less than the 6**  
**months immediately preceding institution of an action to enforce the lien. This**  
**subsection does not affect the priority of mechanics' or materialmen's liens, or**  
**the priority of liens for other assessments made by the association. (emphasis**

1       **added)**

2       By its clear terms, NRS 116.3116 (2) provides that the super-priority lien for 9 months of  
3 charges is “prior to all security interests described in paragraph (b).” The deed of trust held by Green  
4 Tree falls squarely within the language of paragraph (b). The statutory language does not limit the  
5 nature of this “priority” in any way, and the foreclosure of the HOA lien has extinguished Green  
6 Tree’s trust deed.

7       In it’s recent decision of SFR Investments v. U.S. Bank 130 Nev. Ad. Op. 75 (2014), the  
8 Supreme Court held that the foreclosure of the HOA lien extinguishes first trust deeds. The court  
9 stated:

10       NRS 116.3116 gives a homeowners’ association (HOA) a superpriority lien on an  
11 individual homeowner’s property for up to nine months of unpaid HOA dues. With  
12 limited exceptions, this lien is “prior to all other liens and encumbrances” on the  
13 homeowner’s property, even a first deed of trust recorded before the dues became  
14 delinquent. NRS 2116.3116(2). We must decide whether this is a true priority lien  
15 such that its foreclosure extinguishes a first deed of trust on the property and, if so,  
16 whether it can be foreclosed nonjudicially. We answer both questions in the  
17 affirmative and therefore reverse.

18       The court went on to hold:

19       NRS 116.3116(2) gives an HOA true superpriority lien, proper foreclosure of which  
20 will extinguish a first deed of trust. Because Chapter 116 permits non-judicial  
21 foreclosure of HOA liens, and because SFR’s complaint alleges that proper notices  
22 were sent and received, we reverse the district court’s order of dismissal. In view of  
23 this holding, we vacate the order denying preliminary injunctive relief and remand for  
24 further proceedings consistent with this opinion.

25       This detailed opinion holds that the 9 month HOA “super priority” lien has precedence over  
26 the mortgage lien, and that foreclosure of the HOA lien extinguishes a first trust deed.

27       The trust deed has been extinguished, and is no longer of any force or effect. An injunction  
28 should be granted.

29       ///

30       ///

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1 **C. The bond should be nominal**

2 In light of the Supreme Court's recent decision, any bond required for an injunction should be  
3 nominal, in the sum of \$100.00 or less.

4 DATED this 23<sup>rd</sup> day of April 2015.

5 LAW OFFICES OF  
6 MICHAEL F. BOHN, ESQ., LTD.

7  
8 By: / s / Michael F. Bohn, Esq. /  
9 Michael F. Bohn, Esq.  
10 376 East Warm Springs Road, Ste. 140  
11 Las Vegas, Nevada 89119  
12 Attorney for plaintiff  
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# EXHIBIT 1

# EXHIBIT 1

31

When recorded mail to and  
Mail Tax Statements to:  
Saticoy Bay LLC Series 452 Crocus Hill  
900 S Las Vegas Blvd., Ste 810  
Las Vegas, NV 89101

Inst #: 20141113-0000023  
Fees: \$18.00 N/C Fee: \$0.00  
RPTT: \$1254.60 Ex: #  
11/13/2014 08:02:32 AM  
Receipt #: 2218425  
Requestor:  
ASSESSMENT MANAGEMENT SER  
Recorded By: RYUD Pgs: 3  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN#: 137-35-514-018

Trustee Sale No. AMS1100-114384

**TRUSTEE'S DEED UPON SALE**

The Grantee (Buyer) herein was not the Foreclosing Beneficiary: **Saticoy Bay LLC Series 452 Crocus Hill**  
The amount of unpaid debt together with costs (Real Property Transfer Tax Value): **\$12,996.18**  
The amount paid by the Grantee (Buyer) at the Trustee's Sale: **\$160,100.00**  
The Documentary Transfer Tax: **\$1,254.60**  
Property address: **452 Crocus Hill Street Las Vegas NV 89138**  
Said property is the [ ] unincorporated area: **City of Las Vegas**  
Trustor (Former Owner that was foreclosed on): **Jung & June Kim**

Terra West Collections Group LLC d/b/a Assessment Management Services, as the duly appointed Trustee under that certain Notice of Delinquent Assessment Lien, recorded June 21, 2013 as Instrument/Book Number 201306210001487 in the Official Records in the office of the County Recorder, Clark County, Nevada, do hereby grant, without warranty expressed or implied to **Saticoy Bay LLC Series 452 Crocus Hill** (Grantee), all its right, title and interest in the property legally described as:

**SAN MARCOS-UNIT 2 PLAT BOOK 105 PAGE 62 LOT 78 BLOCK 5**

**TRUSTEE STATES THAT:**

*This conveyance is made pursuant to the powers conferred upon Trustee by NRS 116 et seq., the SAN MARCOS AT SUMMERLIN HOMEOWNERS ASSOCIATION governing documents (CC&R's) and that certain Notice of Delinquent Assessment Lien, described herein. Default occurred as set forth in a Notice of Default and Election to Sell, recorded February 20, 2014 as Instrument/Book Number 201402200002817 which was recorded in the office of the recorder of said county.*

All requirements of law including, but not limited to, the mailing of the Notice of Delinquent Assessment Lien, the recording of the Notice of Default and Election to Sell, the elapsing of the 90 days, and the giving of notice of sale through mailing, posting, publication and/or personal delivery of the Notice of Sale, have been complied with.

Said property was sold by said Trustee at public auction on 10/30/2014 at the place indicated on the Notice of Sale.



Dated: November 11, 2014

BY: 

Abbey Rodriguez

Assessment Management Services as agent for  
SAN MARCOS AT SUMMERLIN  
HOMEOWNERS ASSOCIATION

STATE OF NEVADA COUNTY OF CLARK)

On November 11, 2014, before me, Marina Arcos, personally appeared \*\*\*\*Abbey Rodriguez\*\*\*\*, who is personally known to me, or who has provided satisfactory evidence of identification, to be the person subscribed to the within instrument and acknowledged the instrument before me.

Subscribed and sworn to before  
me on this day, November 11, 2014.

By :

Marina Arcos, Notary Public

**STATE OF NEVADA  
DECLARATION OF VALUE**

**1. Assessor Parcel Number(s)**

- a. 137-35-514-018
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**2. Type of Property:**

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

|                                        |             |
|----------------------------------------|-------------|
| <b>FOR RECORDERS OPTIONAL USE ONLY</b> |             |
| Book _____                             | Page: _____ |
| Date of Recording: _____               |             |
| Notes: _____                           |             |

- 3.a. Total Value/Sales Price of Property \$ 160,100.00
- b. Deed in Lieu of Foreclosure Only (value of property ( \_\_\_\_\_ ))
- c. Transfer Tax Value: \$ 245,906.00
- d. Real Property Transfer Tax Due \$ 1,254.60

**4. If Exemption Claimed:**

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

**5. Partial Interest: Percentage being transferred: 100 %**

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

Signature *Abby Paul* Capacity: Agent

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

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

Print Name: Assessment Management Services  
 Address: 6655 S Cimarron Rd., Ste 201  
 City: Las Vegas  
 State: NV Zip: 89113

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

Print Name: Saticoy Bay LLC Series 452 *Crocus Hill*  
 Address: 900 S Las Vegas Blvd., Ste 810  
 City: Las Vegas  
 State: NV Zip: 89101

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

Print Name: Assessment Management Services  
 Address: 6655 S Cimarron Rd., Ste 201  
 City: Las Vegas

Escrow # N/A  
 State: NV Zip: 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

# EXHIBIT 2

# EXHIBIT 2



- [Update Your Subscription](#)
- [View Trustees](#)
- [Search Trustee Sales](#)

## Trustee Sales Search Result

1 trustee sale listings were found matching an APN containing '137-35-514-018', from the date '01/01/15' and to the date '04/23/16'. Results are sorted by Auction date and time.  
 This search result is available for [download](#) in CSV format, or loaded in a [print-friendly..format](#).

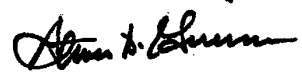
### Displaying page 1 of 1

**Listing Status:** New Listing  
**Auction Date:** 04/30/15 10:00 AM  
**Sale Location:** NLN  
**TS #:** NV-12-534026-VF  
**APN:** 137-35-514-018  
**Client ID:** IDS 80108  
**Estimated Bid:** \$463,071.87  
**Trustee:** QUALITY LOAN SERVICE  
**Contact #:** (619) 645-7711  
**Automated #:** (714) 259-7850  
**Date Recorded:** 07/31/03  
**Document Number:** 2059  
**Property Location:** 452 CROCUS HILL ST, LAS VEGAS, 89138  
**VIEW HISTORY**



**EXHIBIT E**

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04/28/2015 02:48:43 PM

  
CLERK OF THE COURT

1 TRO  
2 MICHAEL F. BOHN, ESQ.  
3 Nevada Bar No.: 1641  
4 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
5 LAW OFFICES OF  
6 MICHAEL F. BOHN, ESQ., LTD.  
7 376 East Warm Springs Road, Ste. 140  
8 Las Vegas, Nevada 89119  
9 (702) 642-3113/ (702) 642-9766 FAX

6 Attorney for plaintiff

7 DISTRICT COURT  
8 CLARK COUNTY, NEVADA

9 SATICOY BAY LLC SERIES 452 CROCUS  
10 HILL  
11 Plaintiff,  
12 vs.  
13 GREEN TREE SERVICING, LLC and  
14 QUALITY LOAN SERVICE CORPORATION  
15 Defendants.

CASE NO.: A-15-717420-C  
DEPT NO.: III

15 **TEMPORARY RESTRAINING ORDER**

16 The ex parte motion of Plaintiff, Saticoy Bay LLC Series 452 Crocus Hill for a temporary  
17 restraining order to stop a foreclosure sale of it's property having come before the court, and the court  
18 having reviewed the motion and the verified complaint finds as follows.

- 19 1. Plaintiff is the owner of the real property commonly known as 452 Crocus Hill, Las Vegas,  
20 Nevada. Plaintiff obtained title by foreclosure deed recorded on November 13, 2014.
- 21 2. The plaintiff's title stems from a foreclosure deed arising from a delinquency in assessments  
22 due from the former owner to the San Marcos at Summerlin Homeowners Association, pursuant to NRS  
23 Chapter 116.
- 24 3. Green Tree Servicing, LLC is the current beneficiary of a deed of trust which was recorded  
25 as an encumbrance to the subject property on July 31, 2003. Defendant Quality Loan Service is the  
26 current trustee on the deed of trust.

1 4. The interest of each of the defendants has been extinguished by reason of the foreclosure sale,  
2 which was properly conducted with adequate notice given to all persons and entities claiming an interest  
3 in the subject property, and resulting from a delinquency in assessments due from the former owner, to  
4 the San Marcos at Summerlin Homeowners Association, pursuant to NRS Chapter 116.

5 5. Green Tree Servicing, LLC, through it's agent, Quality Loan Service Corporation has recorded  
6 a notice of default and election to sell under it's deed of trust pursuant to NRS 107.080.

7 6. Green Tree Servicing, LLC through it's agent, Quality Loan Service Corporation has recorded  
8 a notice of sale, scheduling the foreclosure sale for April 30, 2015.

9 7. If the foreclosure sale would proceed, the plaintiff would be irreparably harmed for which  
10 there is no adequate remedy at law.

11 NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that  
12 defendants, Green Tree Servicing, LLC and Quality Loan Servicing and all persons acting on behalf of  
13 the defendants are prohibited from conducting a foreclosure sale on the property located at 452 Crocus  
14 Hill, Las Vegas, Nevada, until otherwise ordered by this Court.

15 IT IS FURTHER ORDERED that a hearing shall be conducted on the 5<sup>th</sup> day of  
16 May 2015, at the hour of 9:00 A.m, in Department III, on the plaintiff's application  
17 for a preliminary injunction.

18 IT IS FURTHER ORDERED that this temporary restraining order will expire by it's own terms  
19 in 15 days from the date of it's issuance, unless extended by order of the court.

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1 IT IS FURTHER ORDERED that the terms of this temporary restraining order shall become  
2 effective upon the plaintiff posting security in the sum of \$ 1000<sup>00</sup> with the Clerk of the Court.

3 DATED this 27 day of April, 2015

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6

  
DISTRICT COURT JUDGE

7

8 Respectfully submitted by:

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

11

12

By: 

MICHAEL F. BOHN, ESQ.  
376 East Warm Springs Road, Ste. 140  
Las Vegas, Nevada 89119  
Attorney for plaintiffs

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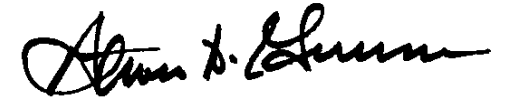


**EXHIBIT F**

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AOS

**DISTRICT COURT , CLARK COUNTY  
CLARK COUNTY, NEVADA**



CLERK OF THE COURT

**SAITCOY BAY LLC SERIES 452  
CROCUS HILL**

**Plaintiff**

**VS**

**GREEN TREE SERVICING, LLC, ET  
AL**

**Defendant**

CASE NO: A-15-717420-C

HEARING DATE/TIME: 05/06/2015 at 09:00am

DEPT NO: 3

**AFFIDAVIT OF SERVICE**

PATRICK J. PEREGRIN being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceedings in which this affidavit is made. That affiant received copy(ies) of the SUMMONS, COMPLAINT, TEMPORARY RESTRAINING ORDER, LIS PENDENS, on the 29th day of April, 2015 and served the same on the 30th day of April, 2015, at 12:50 by:

serving the servee GREEN TREE SERVICING, LLC  
C/O REGISTERED AGENT THE CORPORATION TRSUT COMPANY OF NEVADA by personally delivering and leaving a copy at (address) 311 S. DIVISION ST, CARSON CITY NV 89073 with LINDA ROBERTSON, pursuant to NRS 14,020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.

**Pursuant to NRS 53.045**

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



**EXECUTED this 30 day of Apr, 2015.**

**PATRICK J. PEREGRIN**

*Junes Legal Services - 630 South 10th Street - Suite B - Las Vegas NV 89101 - (702) 579-6300 - Fax (702) 259-6249 - Toll Free (888) 56Junes*

EP111973

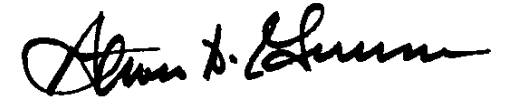
**EXHIBIT G**

**ER-491**

Electronically Filed  
05/01/2015 02:30:35 PM

AOS

**DISTRICT COURT , CLARK COUNTY  
CLARK COUNTY, NEVADA**



CLERK OF THE COURT

**SAITCOY BAY LLC SERIES 452  
CROCUS HILL**

**Plaintiff**

**VS**

**GREEN TREE SERVICING, LLC, ET  
AL**

**Defendant**

CASE NO: A-15-717420-C

HEARING DATE/TIME: 05/06/2015 at 09:00am

DEPT NO: 3

**AFFIDAVIT OF SERVICE**

GREGORY BROWN R-013683 being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceedings in which this affidavit is made. That affiant received copy(ies) of the SUMMONS, COMPLAINT, TEMPORARY RESTRAINING ORDER, LIS PENDENS, on the 29th day of April, 2015 and served the same on the 29th day of April, 2015, at 16:32 by:

serving the servee QUALITY LOAN SERVICE CORPORATION  
C/OREGISTERED AGENT KRISTIN A SCHULER-HINTZ, ESQ by personally delivering and leaving a copy at  
(address) 9510 WEST SAHARA AVE., SUITE 200, LAS VEGAS NV 89117 with THOMAS BECKON,  
ATTORNEY pursuant to NRS 14,020 as a person of suitable age and discretion at the above address, which  
address is the address of the resident agent as shown on the current certificate of designation filed with the  
Secretary of State.

702-685-0329

**Pursuant to NRS 53.045**

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

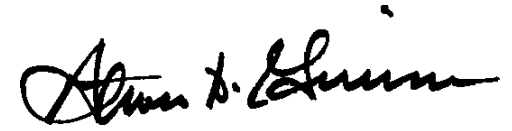


**EXECUTED this 29 day of Apr, 2015.**

**GREGORY BROWN R-013683**

**EXHIBIT H**

Electronically Filed  
05/07/2015 02:19:51 PM



CLERK OF THE COURT

1 **NOTA**  
2 Ryan T. O'Malley, Esq.  
3 State Bar No. 12461  
4 BUCKLEY MADOLE, P.C.  
5 1635 Village Center Circle, Suite 130  
6 Las Vegas, Nevada 89134  
7 Telephone: (702) 425-7267  
8 Facsimile: (702) 425-7269  
9 Ryan.Omalley@buckleymadole.com  
10 *Attorney for Defendant Green Tree Servicing, LLC*

7 **EIGHTH JUDICIAL DISTRICT COURT**  
8 **CLARK COUNTY NEVADA**

9 \*\*\*

10 SATICOY BAY LLC SERIES 452 CROCUS  
11 HILL,

12 Plaintiff

13 v.

14 GREEN TREE SERVICING, LLC, and  
15 QUALITY LOAN SERVICE CORPORATION,

16 Defendants

Case No.: A-15-717420-C  
Dept.: III

**NOTICE OF APPEARANCE**

17 PLEASE TAKE NOTICE that Ryan T. O'Malley of the law firm of Buckley Madole, P.C. is  
18 hereby appearing in this action on behalf of Defendant Green Tree Servicing, LLC. Please direct all  
19 notices, pleadings, and correspondence to:

20 Buckley Madole, P.C.  
21 1635 Village Center Circle, Suite 130  
22 Las Vegas, NV 89134  
23 Telephone: 702.425.7266  
24 Fax: 702.425.7269  
25 Ryan.OMalley@BuckleyMadole.com

26 Dated: May 7, 2015

BUCKLEY MADOLE, P.C.

27 By: /s/ Ryan T. O'Malley

28 Ryan T. O'Malley, Esq.  
Nevada Bar No. 12461  
1635 Village Center Circle, Suite 130  
Las Vegas, Nevada 89134  
(702) 425-7267  
*Attorney for Defendant Green Tree Servicing, LLC*

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**CERTIFICATE OF SERVICE**  
[NRCF Rule 5(b)]

I, Candice Benson, am employed by the Law Office of Buckley Madole, P.C., and am not a party to the within action or proceeding. On May 7, 2015, I served the within **NOTICE OF APPEARANCE** pursuant to NRCF Rule 5(d) by electronic service on the following:

| Law Offices of Michael F. Bohn, Esq.<br>Contact | Email                                                              |
|-------------------------------------------------|--------------------------------------------------------------------|
| Eserve Contact                                  | <a href="mailto:office@bohnlawfirm.com">office@bohnlawfirm.com</a> |
| Michael F Bohn Esq                              | <a href="mailto:mbohn@bohnlawfirm.com">mbohn@bohnlawfirm.com</a>   |

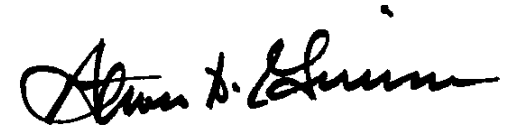
I declare under penalty of perjury that the foregoing is true and correct. Executed on May 1, 2015.

/s/ Candice Benson  
Candice Benson  
An Employee of Buckley Madole, P.C.

**EXHIBIT I**



Electronically Filed  
05/07/2015 02:25:53 PM



CLERK OF THE COURT

1 IAFD  
2 Ryan T. O'Malley, Esq.  
3 State Bar No. 12461  
4 BUCKLEY MADOLE, P.C.  
5 1635 Village Center Circle, Suite 130  
6 Las Vegas, Nevada 89134  
7 Telephone: (702) 425-7267  
8 Facsimile: (702) 425-7269  
9 Ryan.omalley@buckleymadole.com

Attorney for Defendant Green Tree Servicing, LLC

**EIGHTH JUDICIAL DISTRICT COURT**

**CLARK COUNTY NEVADA**

\*\*\*

11 SATICOY BAY LLC SERIES 452 CROCUS  
12 HILL,

Plaintiff

v.

15 GREEN TREE SERVICING, LLC, and  
16 QUALITY LOAN SERVICE CORPORATION,

Defendants

Case No.: A-15-717420-C  
Dept.: III

**INITIAL APPEARANCE FEE  
DISCLOSURE**

19 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for the  
20 parties appearing in the above entitled action as indicated below:

21 Green Tree Servicing, LLC \$223.00

22 TOTAL REMITTED: \$223.00

23 Dated: May 7, 2015

BUCKLEY MADOLE, P.C.

25 By: /s/ Ryan T. O'Malley

Ryan T. O'Malley, Esq.

Nevada Bar No. 12461

1635 Village Center Circle, Suite 130

Las Vegas, Nevada 89134

(702) 425-7267

Attorney for Defendant Green Tree Servicing, LLC

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**CERTIFICATE OF SERVICE**  
[NRCP Rule 5(b)]

I, Candice Benson, am employed by the Law Office of Buckley Madole, P.C., and am not a party to the within action or proceeding. On May 7, 2015, I served the within **INITIAL APPEARANCE FEE DISCLOSURE** pursuant to NRCP Rule 5(d) by electronic service on the following:

| Law Offices of Michael F. Bohn, Esq.<br>Contact | Email                                                              |
|-------------------------------------------------|--------------------------------------------------------------------|
| Eserve Contact                                  | <a href="mailto:office@bohnlawfirm.com">office@bohnlawfirm.com</a> |
| Michael F Bohn Esq                              | <a href="mailto:mbohn@bohnlawfirm.com">mbohn@bohnlawfirm.com</a>   |

I declare under penalty of perjury that the foregoing is true and correct. Executed on May 1, 2015.

/s/ Candice Benson  
Candice Benson  
An Employee of Buckley Madole, P.C.

JS 44 (Rev. 12/12)

**CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

|                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>I. (a) PLAINTIFFS</b><br/>SATICOY BAY LLC SERIES 452 CROCUS HILL</p> <p>(b) County of Residence of First Listed Plaintiff <u>Clark County</u><br/><i>(EXCEPT IN U.S. PLAINTIFF CASES)</i></p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number)<br/>Michael F. Bohn, Esq.<br/>Bohn Law Offices, 376 East Warm Springs Road, Suite 140<br/>Las Vegas, NV 89119 702-642-3113</p> | <p><b>DEFENDANTS</b><br/>GREEN TREE SERVICING, LLC; QUALITY LOAN SERVICE CORPORATION</p> <p>County of Residence of First Listed Defendant <u>Delaware County</u><br/><i>(IN U.S. PLAINTIFF CASES ONLY)</i></p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)<br/>Ryan T. O'Malley, Esq. Buckley Madole, P.C. 1635 Village Center Circle, Suite 130, Las Vegas, NV 89134; Gary S. Fink, Esq. McCarthy &amp; Holthus 9510 W. Sahara Ave., Suite 200, Las Vegas, NV 89117</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                            |                                                               |                                       |                                       |            |            |                       |                            |                            |                                                           |                                       |                            |                          |                            |                            |                                                               |                            |                                       |                                         |                            |                            |                |                            |                            |
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| <p><b>II. BASIS OF JURISDICTION</b> (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p> | <p><b>III. CITIZENSHIP OF PRINCIPAL PARTIES</b> (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:33%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table> |                            | <b>PTF</b>                                                    | <b>DEF</b>                            |                                       | <b>PTF</b> | <b>DEF</b> | Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4 | Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 | Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |
|                                                                                                                                                                                                                                                                                                                                                                                      | <b>PTF</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>DEF</b>                 |                                                               | <b>PTF</b>                            | <b>DEF</b>                            |            |            |                       |                            |                            |                                                           |                                       |                            |                          |                            |                            |                                                               |                            |                                       |                                         |                            |                            |                |                            |                            |
| Citizen of This State                                                                                                                                                                                                                                                                                                                                                                | <input type="checkbox"/> 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 4            |            |            |                       |                            |                            |                                                           |                                       |                            |                          |                            |                            |                                                               |                            |                                       |                                         |                            |                            |                |                            |                            |
| Citizen of Another State                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 5 |            |            |                       |                            |                            |                                                           |                                       |                            |                          |                            |                            |                                                               |                            |                                       |                                         |                            |                            |                |                            |                            |
| Citizen or Subject of a Foreign Country                                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |            |            |                       |                            |                            |                                                           |                                       |                            |                          |                            |                            |                                                               |                            |                                       |                                         |                            |                            |                |                            |                            |

| CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | TORTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                | FORFEITURE/PENALTY                                                                                                                                                                                                                        | BANKRUPTCY                                                                                                                                             | OTHER STATUTES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise | <p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Federal Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury - Medical Malpractice | <p><b>PERSONAL INJURY</b></p> <input type="checkbox"/> 365 Personal Injury - Product Liability<br><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><p><b>PERSONAL PROPERTY</b></p> <input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal Property Damage<br><input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 690 Other                                                                                                                                                                                                                                                 | <input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157                                                                                                                                      | <p><b>PROPERTY RIGHTS</b></p> <input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 375 False Claims Act<br><input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Acts<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 895 Freedom of Information Act<br><input type="checkbox"/> 896 Arbitration<br><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision<br><input type="checkbox"/> 950 Constitutionality of State Statutes |
| REAL PROPERTY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | CIVIL RIGHTS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | PRISONER PETITIONS                                                                                                                                                                                                                                                                                                                                             | LABOR                                                                                                                                                                                                                                     | SOCIAL SECURITY                                                                                                                                        | FEDERAL TAX SUITS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input checked="" type="checkbox"/> 290 All Other Real Property                                                                                                                                                                                                                                                                                                                                                                   | <input type="checkbox"/> 440 Other Civil Rights<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 445 Amer. w/Disabilities - Employment<br><input type="checkbox"/> 446 Amer. w/Disabilities - Other<br><input type="checkbox"/> 448 Education                                                                                                                                                                                                                              | <p><b>Habeas Corpus:</b></p> <input type="checkbox"/> 463 Alien Detainee<br><input type="checkbox"/> 510 Motions to Vacate Sentence<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><p><b>Other:</b></p> <input type="checkbox"/> 540 Mandamus & Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement                                                             | <input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Management Relations<br><input type="checkbox"/> 740 Railway Labor Act<br><input type="checkbox"/> 751 Family and Medical Leave Act<br><input type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Employee Retirement Income Security Act | <input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g)) | <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609                           | <p><b>IMMIGRATION</b></p> <input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 465 Other Immigration Actions                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1332

Brief description of cause:  
Quiet Title to Real Property

**VII. REQUESTED IN COMPLAINT:**     CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    DEMAND \$ \_\_\_\_\_    CHECK YES only if demanded in complaint: JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY** (See instructions):    JUDGE Douglas W. Herndon    DOCKET NUMBER A-15-717420-C

DATE 05/27/2015    SIGNATURE OF ATTORNEY OF RECORD 

**FOR OFFICE USE ONLY**

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

1 MICHAEL F. BOHN, ESQ.  
 Nevada Bar No.: 1641  
 2 [mbohn@bohnlawfirm.com](mailto:mbohn@bohnlawfirm.com)  
 NIKOLL NIKCI, ESQ.  
 3 Nevada Bar No.: 10699  
[nnikci@bohnlawfirm.com](mailto:nnikci@bohnlawfirm.com)  
 4 LAW OFFICES OF  
 MICHAEL F. BOHN, ESQ., LTD.  
 5 2260 Corporate Circle, Suite 480  
 Henderson, Nevada 89074  
 6 (702) 642-3113/ (702) 642-9766 FAX  
 7 Attorney for plaintiff Saticoy Bay LLC  
 Series 452 Crocus Hill

8 UNITED STATES DISTRICT COURT  
 9 DISTRICT OF NEVADA

10  
 11 SATICOY BAY LLC SERIES 452 CROCUS  
 HILL,  
 12 Plaintiff,  
 13 vs.  
 14 GREEN TREE SERVICING, LLC; and  
 QUALITY LOAN SERVICE CORPORATION,  
 15 Defendants.

CASE NO.: 2:15-CV-00977-RFB-CWH

**NOTICE OF APPEAL**

16  
 17 GREEN TREE SERVICING, LLC,  
 18 Counter-Claimant,  
 19 vs.  
 20 SATICOY BAY, LLC SERIES 452 CROCUS  
 21 HILL,  
 22 Counter-Defendant.

23  
 24  
 25 NOTICE IS HEREBY GIVEN that plaintiff, Saticoy Bay LLC Series 452 Crocus Hill, by and  
 26 through its attorney of record, Michael F. Bohn, Esq. hereby appeals to the United States Court of  
 27 Appeals for the Ninth Circuit from the judgment of the United States District Court, District of Nevada,

1 entered in this case on June 10, 2019 and all interlocutory orders that gave rise to that judgment.

2 DATED this 9th day of July 2019.

3 LAW OFFICES OF  
4 MICHAEL F. BOHN, ESQ., LTD.

5 By: /s/ Michael F. Bohn, Esq./  
6 MICHAEL F. BOHN, ESQ.  
7 2260 Corporate Circle, Suite 480  
8 Henderson, Nevada 89074  
9 Attorney for plaintiff

8 **CERTIFICATE OF SERVICE**

9 I hereby certify that on this 9th day of July, 2019, I electronically transmitted the above **NOTICE**  
10 **OF APPEAL** to the Clerk’s Office using the CM/ECF System for filing and transmittal of a Notice of  
11 Electronic Filing to all counsel in this matter; all counsel being registered to receive Electronic Filing.  
12

13 Lindsey H. Morales, Esq.  
14 McCALLA RAYMER LEIBERT PIERCE,  
15 LLP  
16 1635 Village Center Circle # 130  
17 Las Vegas, Nevada 89134  
18 Attorney for defendant  
19 Green Tree Servicing, LLC

17 /s/ Marc Sameroff/  
18 An Employee of the LAW OFFICES OF  
19 MICHAEL F. BOHN, ESQ., LTD.

**United States District Court  
District of Nevada (Las Vegas)  
CIVIL DOCKET FOR CASE #: 2:15-cv-00977-RFB-CWH**

Saticoy Bay LLC Series 452 Crocus Hill v. Green Tree  
Servicing, LLC et al  
Assigned to: Judge Richard F. Boulware, II  
Referred to: Magistrate Judge Carl W. Hoffman  
Case in other court: Ninth Circuit, 19-16355  
Eighth Judicial District Court, District of  
Nevada, A-15-717420-C  
Cause: 28:1332 Diversity-Petition for Removal

Date Filed: 05/27/2015  
Date Terminated: 06/10/2019  
Jury Demand: None  
Nature of Suit: 220 Real Property:  
Foreclosure  
Jurisdiction: Diversity

**Plaintiff**

**Saticoy Bay LLC Series 452 Crocus Hill**

represented by **Kristin A Schuler-Hintz**  
McCarthy & Holthus, LLP  
9510 West Sahara Avenue  
Suite 110  
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702-685-0329  
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*TERMINATED: 08/03/2018*

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*TERMINATED: 03/06/2017*

V.

**Defendant**

**Green Tree Servicing, LLC**

represented by **Michael Gonzales**  
McCalla Raymer Leibert Pierce, LLC  
301 E Ocean Blvd  
Suite 1720  
Long Beach, CA 90802  
*LEAD ATTORNEY*  
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*TERMINATED: 11/16/2018*

**Defendant**

**Quality Loan Service Corporation**

represented by **Gary S Fink**  
Reza Athari & Associates, PLLC  
3365 Pepper Lane  
Suite 102  
Las Vegas, Ne 89120  
702-727-7777  
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*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Kristin A Schuler-Hintz**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Defendant**

**San Marcos at Summerlin Homeowners Association**

**Defendant**

**Assessment Management Services, Inc.**

**ThirdParty Plaintiff**

**Green Tree Servicing, LLC**

represented by **Michael Gonzales**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Lindsey H. Morales**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Ryan T. O'Malley**  
(See above for address)  
*TERMINATED: 11/16/2018*

V.

**ThirdParty Defendant**

**San Marcos at Summerlin Homeowners Association**

**ThirdParty Defendant**

**Assessment Management Services, Inc.**

**Counter Claimant**

**Green Tree Servicing, LLC**

represented by **Michael Gonzales**  
(See above for address)



*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Lindsey H. Morales**  
(See above for address)  
*ATTORNEY TO BE NOTICED*

**Ryan T. O'Malley**  
(See above for address)  
*TERMINATED: 11/16/2018*

V.

**Counter Defendant**

**Saticoy Bay LLC Series 452 Crocus Hill**

represented by **Michael F. Bohn**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Nikoll Nikci**  
(See above for address)  
*LEAD ATTORNEY*  
*ATTORNEY TO BE NOTICED*

**Charles Geisendorf**  
(See above for address)  
*TERMINATED: 08/03/2018*

**Gerald L. Tan**  
(See above for address)  
*TERMINATED: 03/06/2017*

| <b>Date Filed</b> | <b>#</b> | <b>Docket Text</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 05/27/2015        | <u>1</u> | PETITION FOR REMOVAL from Eighth Judicial District Court, District of Nevada, Case Number A-15-717420-C, (Filing fee \$ 400 receipt number 0978-3678565), filed by Green Tree Servicing, LLC. Certificate of Interested Parties due by 6/6/2015. (Attachments: # <u>1</u> Civil Cover Sheet) (O'Malley, Ryan) (Entered: 05/27/2015)                                                                                                                                                                                                                                                                                          |
| 05/27/2015        |          | Case assigned to Judge Richard F. Boulware, II and Magistrate Judge Carl W. Hoffman. (DC) (Entered: 05/27/2015)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 05/27/2015        | 2        | NOTICE PURSUANT TO LOCAL RULE IB 2-2: In accordance with 28 USC § 636(c) and FRCP 73, the parties in this action are provided with a link to the "AO 85 Notice of Availability, Consent, and Order of Reference - Exercise of Jurisdiction by a U.S. Magistrate Judge" form on the Court's website - <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a> . <b>AO 85 Consent forms should NOT be electronically filed.</b> Upon consent of all parties, counsel are advised to manually file the form with the Clerk's Office. (A copy of form AO 85 has been mailed to parties not receiving electronic service.) |

|            |                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                   | <p>NOTICE OF GENERAL ORDER 2013-1 AND OPPORTUNITY FOR EXPEDITED TRIAL SETTING: The parties in this action are provided with a link to General Order 2013-1 and the USDC Short Trial Rules on the Court's website - <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a>. If the parties agree that this action can be ready for trial within 180 days and that a trial of this matter would take three (3) days or less, the parties should consider participation in the USDC Short Trial Program. If the parties wish to be considered for entry into the Court's Short Trial Program, they should execute and electronically file with USDC Short Trial Form 4(a)(1) or Form 4(a)(2).</p> <p><b>(no image attached)</b> (DC) (Entered: 05/27/2015)</p>                                      |
| 05/27/2015 | <a href="#">3</a> | <p>MINUTE ORDER IN CHAMBERS of the Honorable Judge Richard F. Boulware, II, on 5/27/2015. By Deputy Clerk: Danielle Cacciabauda. Statement regarding removed action is due by 6/14/2015. Joint Status Report regarding removed action is due by 6/29/2015. (Copies have been distributed pursuant to the NEF - DC) (Entered: 05/27/2015)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 05/27/2015 | 4                 | <p>NOTICE TO COUNSEL PURSUANT TO LOCAL RULE IA 10-2. Counsel Michael Gonzales to comply with completion and electronic filing of the Designation of Local Counsel and Verified Petition. For your convenience, click on the following link to obtain the form from the Court's website - <a href="http://www.nvd.uscourts.gov/Forms.aspx">www.nvd.uscourts.gov/Forms.aspx</a>.</p> <p>Upon approval of the Verified Petition, counsel is required to register for the Court's Case Management and Electronic Case Filing (CM/ECF) system and the electronic service of pleadings. Please visit the Court's website <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a> to register Attorney(s). Verified Petition due by 7/11/2015. <b>(no image attached)</b> (DC) (Entered: 05/27/2015)</p> |
| 06/01/2015 | <a href="#">5</a> | <p>ANSWER to Complaint ( Certificate of Interested Parties due by 6/11/2015., Discovery Plan/Scheduling Order due by 7/16/2015.), THIRD PARTY COMPLAINT against San Marcos at Summerlin Homeowners Association, Assessment Management Services, Inc., COUNTERCLAIM against Saticoy Bay LLC Series 452 Crocus Hill filed by Green Tree Servicing, LLC. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3, # <a href="#">4</a> Exhibit 4, # <a href="#">5</a> Exhibit 5, # <a href="#">6</a> Exhibit 6, # <a href="#">7</a> Exhibit 7, # <a href="#">8</a> Exhibit 8, # <a href="#">9</a> Exhibit 9)(O'Malley, Ryan) (Entered: 06/01/2015)</p>                                                                                                     |
| 06/05/2015 | <a href="#">6</a> | <p>CERTIFICATE of Interested Parties filed by Green Tree Servicing, LLC that identifies all parties that have an interest in the outcome of this case. Corporate Parent Walter Investment Management Corp. for Green Tree Servicing, LLC, Green Tree Servicing, LLC, Green Tree Servicing, LLC added. . (O'Malley, Ryan) (Entered: 06/05/2015)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 06/08/2015 | <a href="#">7</a> | <p>CERTIFICATE of Interested Parties filed by Saticoy Bay LLC Series 452 Crocus Hill that identifies all parties that have an interest in the outcome of this case. Corporate Parent Resources Group, LLC, Other Affiliate Iyad Haddad for Saticoy Bay LLC Series 452 Crocus Hill added. . (Bohn, Michael) (Entered: 06/08/2015)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 06/12/2015 | <a href="#">8</a> | <p>STATEMENT RE: REMOVAL filed by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. (O'Malley, Ryan) (Entered: 06/12/2015)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 06/12/2015 | <a href="#">9</a> | <p>JOINDER to <a href="#">1</a> Petition for Removal; filed by Defendant Quality Loan Service Corporation. (Schuler-Hintz, Kristin) (Entered: 06/12/2015)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| 06/22/2015 | <a href="#">10</a> | ANSWER to <a href="#">5</a> Answer to Complaint,, Third Party Complaint,, Counterclaim,, filed by Saticoy Bay LLC Series 452 Crocus Hill.(Bohn, Michael) (Entered: 06/22/2015)                                                                                                                                                                                                                                                                                                                                    |
| 07/20/2015 | <a href="#">11</a> | STIPULATION for Non-Monetary Relief; filed by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Schuler-Hintz, Kristin) (Entered: 07/20/2015)                                                                                                                                                                                                                                                                                                                                                                    |
| 07/20/2015 | <a href="#">12</a> | STIPULATION for Non-Monetary Relief; filed by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Schuler-Hintz, Kristin) (Entered: 07/20/2015)                                                                                                                                                                                                                                                                                                                                                                    |
| 08/24/2015 | <a href="#">13</a> | MINUTE ORDER IN CHAMBERS of the Honorable Magistrate Judge Carl W. Hoffman, on 8/24/2015. This matter is before the Court on the parties' failure to file a stipulated discovery plan and scheduling order. Accordingly, IT IS HEREBY ORDERED that the parties shall file a stipulated discovery plan and scheduling order that complies with this Court's local rules <b>no later than September 8, 2015. (no image attached)</b> (Copies have been distributed pursuant to the NEF - FJA) (Entered: 08/24/2015) |
| 08/25/2015 | <a href="#">14</a> | PROPOSED Discovery Plan/Scheduling Order filed by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill . (Bohn, Michael) (Entered: 08/25/2015)                                                                                                                                                                                                                                                                                                                                                                        |
| 08/26/2015 | <a href="#">15</a> | SCHEDULING ORDER Granting <a href="#">14</a> Proposed Discovery Plan/Scheduling Order. Discovery due by 3/1/2016. Motions due by 4/1/2016. Proposed Joint Pretrial Order due by 5/2/2016. Signed by Magistrate Judge Carl W. Hoffman on 8/26/2015. (Copies have been distributed pursuant to the NEF - DC) (Entered: 08/26/2015)                                                                                                                                                                                  |
| 09/02/2015 | <a href="#">16</a> | ORDER Granting <a href="#">12</a> Stipulation for Non-Monetary Relief. Signed by Judge Richard F. Boulware, II on 9/2/15. (Copies have been distributed pursuant to the NEF - TR) (Entered: 09/02/2015)                                                                                                                                                                                                                                                                                                           |
| 09/09/2015 | <a href="#">17</a> | NOTICE of Entry of Order by Quality Loan Service Corporation re <a href="#">16</a> Order on Stipulation. (Schuler-Hintz, Kristin) (Entered: 09/09/2015)                                                                                                                                                                                                                                                                                                                                                           |
| 03/01/2016 | <a href="#">18</a> | STIPULATION FOR EXTENSION OF TIME (First Request) re <a href="#">15</a> Scheduling Order, ; by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. (O'Malley, Ryan) (Entered: 03/01/2016)                                                                                                                                                                                                                                            |
| 03/02/2016 | <a href="#">19</a> | ORDER Denying <a href="#">18</a> Stipulation for Extension of Time re <a href="#">15</a> Scheduling Order without prejudice. Signed by Magistrate Judge Carl W. Hoffman on 03/02/2016. (Copies have been distributed pursuant to the NEF - NEV) (Entered: 03/02/2016)                                                                                                                                                                                                                                             |
| 03/22/2016 | <a href="#">20</a> | SECOND STIPULATION to Reopen Discovery and Alter Dispositive Motion Dates; filed by Defendant Green Tree Servicing, LLC. (O'Malley, Ryan) (Entered: 03/22/2016)                                                                                                                                                                                                                                                                                                                                                   |
| 03/23/2016 | <a href="#">21</a> | ORDER ON STIPULATION Granting <a href="#">20</a> Second Stipulation to Reopen Discovery and Alter Dispositive Motion Dates. Discovery due by 5/1/2016. Motions due by 6/1/2016. Proposed Joint Pretrial Order due by 7/1/2016. Signed by Magistrate Judge Carl W. Hoffman on 03/23/2016. (Copies have been distributed pursuant to the NEF - NEV) (Entered: 03/23/2016)                                                                                                                                           |
| 05/23/2016 | <a href="#">22</a> | STIPULATION FOR EXTENSION OF TIME (First Request) <i>Extending the Dispositive Motion</i> by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Bohn, Michael) (Entered: 05/23/2016)                                                                                                                                                                                                                                                                                                                              |
| 05/24/2016 | <a href="#">23</a> | ORDER ON STIPULATION re ECF No. <a href="#">22</a> STIPULATION FOR EXTENSION OF TIME (First Request) <i>Extending the Dispositive Motion</i> . Motions due by 7/8/2016.                                                                                                                                                                                                                                                                                                                                           |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | Signed by Magistrate Judge Carl W. Hoffman on 5/24/16. (Copies have been distributed pursuant to the NEF - JC) (Entered: 05/24/2016)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 07/06/2016 | <a href="#">24</a> | MOTION for Summary Judgment by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. Responses due by 7/30/2016. (Attachments: # <a href="#">1</a> Affidavit Haddad, # <a href="#">2</a> Exhibit 1, # <a href="#">3</a> Exhibit 2, # <a href="#">4</a> Exhibit 3, # <a href="#">5</a> Exhibit 4, # <a href="#">6</a> Exhibit 5, # <a href="#">7</a> Exhibit 6, # <a href="#">8</a> Exhibit 7, # <a href="#">9</a> Exhibit 8, # <a href="#">10</a> Exhibit 9, # <a href="#">11</a> Exhibit 10, # <a href="#">12</a> Exhibit 11, # <a href="#">13</a> Exhibit 12)(Bohn, Michael) (Entered: 07/06/2016)                                                                                                                                                                                                                                                                                                                                                                 |
| 07/08/2016 | <a href="#">25</a> | STIPULATION FOR EXTENSION OF TIME (First Request) to <i>Extend Dispositive Motion Deadline</i> by Defendant Green Tree Servicing, LLC. (O'Malley, Ryan) (Entered: 07/08/2016)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 07/15/2016 | <a href="#">26</a> | MOTION for Summary Judgment by Defendant Green Tree Servicing, LLC. Responses due by 8/8/2016. (Attachments: # <a href="#">1</a> Exhibit A to MSJ, # <a href="#">2</a> Exhibit B to MSJ, # <a href="#">3</a> Exhibit C to MSJ, # <a href="#">4</a> Exhibit D to MSJ, # <a href="#">5</a> Exhibit E to MSJ, # <a href="#">6</a> Exhibit F to MSJ, # <a href="#">7</a> Exhibit G to MSJ)(O'Malley, Ryan) (Entered: 07/15/2016)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 07/19/2016 | <a href="#">27</a> | ORDER Granting <a href="#">25</a> Stipulation to Extend Dispositive Motion Deadline (First Request). Motions due by 7/15/2016. Signed by Judge Richard F. Boulware, II on 07/19/2016. (Copies have been distributed pursuant to the NEF - NEV) (Entered: 07/20/2016)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 07/29/2016 | <a href="#">28</a> | RESPONSE to <a href="#">26</a> Motion for Summary Judgment,, filed by Defendant Green Tree Servicing, LLC. Replies due by 8/15/2016. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3, # <a href="#">4</a> Exhibit 4)(O'Malley, Ryan) (Entered: 07/29/2016)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 08/08/2016 | <a href="#">29</a> | RESPONSE to <a href="#">26</a> Motion for Summary Judgment,, filed by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. Replies due by 8/25/2016. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3, # <a href="#">4</a> Exhibit 4, # <a href="#">5</a> Exhibit 5, # <a href="#">6</a> Exhibit 6, # <a href="#">7</a> Exhibit 7, # <a href="#">8</a> Exhibit 8, # <a href="#">9</a> Exhibit 9, # <a href="#">10</a> Exhibit 10, # <a href="#">11</a> Exhibit 11, # <a href="#">12</a> Exhibit 12, # <a href="#">13</a> Exhibit 13, # <a href="#">14</a> Exhibit 14)(Bohn, Michael) (Entered: 08/08/2016)                                                                                                                                                                                                                                                                                                 |
| 08/16/2016 | <a href="#">30</a> | REPLY to Response to <a href="#">24</a> Motion for Summary Judgment, filed by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2)(Bohn, Michael) (Entered: 08/16/2016)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 08/25/2016 | <a href="#">31</a> | REPLY to Response to <a href="#">26</a> Motion for Summary Judgment, filed by Defendant Green Tree Servicing, LLC. (Morales, Lindsey) (Entered: 08/25/2016)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 02/03/2017 | <a href="#">32</a> | <p>MINUTE ORDER IN CHAMBERS of the Honorable Richard F. Boulware, II, on 2/3/2017.</p> <p>IT IS ORDERED that a hearing regarding <a href="#">24</a> &amp; (<a href="#">26</a>] Motions for Summary Judgment is set for <u>Friday, March 10, 2017 at 11:30 AM</u> in 7D before Judge Richard F. Boulware, II.</p> <p>A hearing is set March 10, 2017. Counsel for the parties are ordered to appear at this hearing. Failure to appear at the scheduled hearing time may result in the imposition of sanctions, including but not limited to monetary sanctions, granting of the opposing party's motion or case-dispositive sanctions. Each party shall have three days to notify the Courtroom Administrator by email at blanca_lenzi@nvd.uscourts.gov if it is unable to attend and propose an alternative hearing time after consulting with opposing counsel.</p> <p><b>(no image attached)</b> (Copies have been distributed pursuant to the NEF - BEL)</p> |

|            |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|------------|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|            |                    | (Entered: 02/03/2017)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 03/02/2017 | 33                 | <p>MINUTE ORDER IN CHAMBERS of the Honorable Richard F. Boulware, II, on 3/2/2017.</p> <p>denying <a href="#">24</a> Motion for Summary Judgment.; denying <a href="#">26</a> Motion for Summary Judgment.; RE: <a href="#">24</a> Motion for Summary Judgment, <a href="#">26</a> Motion for Summary Judgment, ; Case stayed. IT IS ORDERED that the hearing on March 10, 2017 is vacated, and the pending Motions for Summary Judgment <a href="#">24</a> and <a href="#">26</a> are denied without prejudice. On August 12, 2016, the Ninth Circuit issued its decision on appeal in <u>Bourne Valley Court Tr v. Wells Fargo BankN.A.</u>, 832 F.3d 1154, 1159-60 (9th Cir. 2016), holding that NRS 116 violates the Due Process Clause and is facially unconstitutional. The Court of Appeals issued its mandate in the appeal on December 14, 2016, vacating and remanding the judgment to the United States District Court, District of Nevada. On January 26, 2017, the Nevada Supreme Court issued its decision in <u>Saticoy Bay LLC Series 350 Durango 104 v. Wells Fargo Home Mortgage</u>, 133 Nev. Adv. Op. 5, 2017 WL 398426 (Nev. Jan. 26, 2017), holding that NRS 116's foreclosure process does not constitute state action sufficient to support a due process challenge. The parties in <u>Bourne Valley</u> and <u>Saticoy Bay</u> are seeking review of both decisions in the United States Supreme Court. Bourne Valley's deadline to file its petition for writ of certiorari of the Ninth Circuit's <u>Bourne Valley</u> decision is April 3, 2017, and Wells Fargo's deadline to file its petition for writ of certiorari of the Nevada Supreme Court's <u>Saticoy Bay</u> decision is April 25, 2017. This Court additionally anticipates certifying an issue regarding NRS 116;s notice requirement to the Nevada Supreme Court.</p> <p>As the ultimate mandate in these cases may affect issues in the instant litigation, this proceeding is hereby STAYED. Pending <a href="#">24</a> and <a href="#">26</a> Motions for Summary Judgment are denied without prejudice, and with leave to refile once the stay is lifted. Any party may file a written motion to lift the stay.</p> <p>(Copies have been distributed pursuant to the NEF - BEL) (Entered: 03/02/2017)</p> |
| 03/02/2017 | <a href="#">34</a> | <p>MOTION to remove attorney(s) Gerald L. Tan, Esq. from the Electronic Service List in this case, by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Bohn, Michael) (Entered: 03/02/2017)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 03/06/2017 | <a href="#">35</a> | <p>ORDER granting <a href="#">34</a> Motion to Remove Attorney Gerald L. Tan from Electronic Service List. Signed by Magistrate Judge Carl W. Hoffman on 3/6/2017. (Copies have been distributed pursuant to the NEF - JM) (Entered: 03/06/2017)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 08/02/2017 | <a href="#">36</a> | <p>MOTION to Substitute Attorney by Counter Defendant Saticoy Bay LLC Series 452 Crocus Hill, Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Geisendorf, Charles) (Entered: 08/02/2017)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 08/03/2017 | <a href="#">37</a> | <p>ORDER Granting <a href="#">36</a> Motion to Substitute Attorney Charles L. Geisendorf as attorney of record in place of Attorney Michael F. Bohn for Saticoy Bay LLC Series 452 Crocus Hill. Signed by Magistrate Judge Carl W. Hoffman on 8/3/2017. (Copies have been distributed pursuant to the NEF - SLD) (Entered: 08/03/2017)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 07/30/2018 | <a href="#">38</a> | <p>MOTION to Substitute Attorney Michael F. Bohn in for Attorney Charles L. Geisendorf by Counter Defendant Saticoy Bay LLC Series 452 Crocus Hill, Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Bohn, Michael) (Entered: 07/30/2018)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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| 08/03/2018 | <a href="#">39</a> | ORDER granting <a href="#">38</a> Motion to Substitute Attorney Michael F. Bohn. Attorney Charles Geisendorf terminated. Signed by Magistrate Judge Carl W. Hoffman on 8/3/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 08/03/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 08/27/2018 | <a href="#">40</a> | MOTION to Lift Stay of Case re 33 Order, by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Bohn, Michael) (Entered: 08/27/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 09/17/2018 | 41                 | MINUTE ORDER IN CHAMBERS of the Honorable Richard F. Boulware, II on 9/17/2018.<br><br>IT IS ORDERED that the Motion to Lift Stay [ECF No. 40] is GRANTED. The stay in this matter is lifted. Further, within 45 days, the parties shall (1) re-file any motions that were denied with prejudice at the time of the stay order if so necessary; and (2) submit either a stipulation regarding re-opening discovery with a proposed discovery plan or motions to re-open discovery if a stipulation cannot be reached.<br><br>(Copies have been distributed pursuant to the NEF - CVL) (Entered: 09/17/2018)                                                                                                                                                                      |
| 10/04/2018 | <a href="#">42</a> | MOTION to remove attorney Charles L. Geisendorf from the Electronic Service List in this case by Counter Defendant Saticoy Bay LLC Series 452 Crocus Hill, Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Geisendorf, Charles) (Entered: 10/04/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 10/05/2018 | <a href="#">43</a> | ORDER granting <a href="#">42</a> Motion to Remove Attorney Charles L. Geisendorf from Electronic Service List. Signed by Magistrate Judge Carl W. Hoffman on 10/5/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 10/05/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10/31/2018 | <a href="#">44</a> | NOTICE of Change of Firm Name by Green Tree Servicing, LLC. (Morales, Lindsey) (Entered: 10/31/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 11/01/2018 | <a href="#">45</a> | STIPULATION FOR EXTENSION OF TIME (First Request) to File Motion for Summary Judgment by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. (Morales, Lindsey) (Entered: 11/01/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 11/06/2018 | <a href="#">46</a> | ORDER granting <a href="#">45</a> Stipulation; SCHEDULING ORDER. Motions due by 11/15/2018. Signed by Judge Richard F. Boulware, II on 11/6/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 11/06/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11/07/2018 | <a href="#">47</a> | NOTICE of Entry of Order by Green Tree Servicing, LLC re <a href="#">46</a> Order on Stipulation, Scheduling Order. (Morales, Lindsey) (Entered: 11/07/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 11/15/2018 | <a href="#">48</a> | MOTION for Summary Judgment by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. Responses due by 12/6/2018. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3, # <a href="#">4</a> Exhibit 4, # <a href="#">5</a> Exhibit 5, # <a href="#">6</a> Exhibit 6, # <a href="#">7</a> Exhibit 7, # <a href="#">8</a> Exhibit 8, # <a href="#">9</a> Exhibit 9, # <a href="#">10</a> Exhibit 10, # <a href="#">11</a> Exhibit 11, # <a href="#">12</a> Exhibit 12, # <a href="#">13</a> Exhibit 13, # <a href="#">14</a> Exhibit 14, # <a href="#">15</a> Exhibit 15, # <a href="#">16</a> Exhibit 16) (Morales, Lindsey) (Entered: 11/15/2018) |
| 11/15/2018 | 49                 | CLERK'S NOTICE Regarding Local Rule IC 2-1(g). Filer's account information is different from the information contained in the filed document, ECF No. <a href="#">48</a> . Attorney Lindsey Morales is advised to review and update his/her user account information. ( <b>no image attached</b> ) (EDS) (Entered: 11/15/2018)                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 11/15/2018 | 50                 | SECOND NOTICE TO COUNSEL PURSUANT TO LOCAL RULE IA 11-2. Counsel Michael Gonzales to comply with completion and filing of the Verified Petition and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|            |                    | <p>Designation of Local Counsel. For your convenience, click on the following link to obtain the form from the Court's website - <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a>.</p> <p>Upon approval of the Verified Petition, counsel is required to register for the Court's Case Management and Electronic Case Filing (CM/ECF) system and the electronic service of documents. Please visit the Court's website <a href="http://www.nvd.uscourts.gov">www.nvd.uscourts.gov</a> to register Attorney. Verified Petition was due 7/11/2015. <b>(no image attached)</b> (EDS) (Entered: 11/15/2018)</p> |
| 11/15/2018 | <a href="#">51</a> | MOTION to Withdraw as Attorney <del>Submission of PROPOSED ORDER</del> by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. (Morales, Lindsey) <u>Not filed in accordance with Local Rules. Entry modified by Clerk's Office on 11/16/2018 (EDS).</u> (Entered: 11/15/2018)                                                                                                                                                                                                                                                                |
| 11/15/2018 | <a href="#">52</a> | MOTION for Summary Judgment by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. Responses due by 12/6/2018. (Attachments: # <a href="#">1</a> Affidavit Iyad Haddad, # <a href="#">2</a> Exhibit 1, # <a href="#">3</a> Exhibit 2, # <a href="#">4</a> Exhibit 3, # <a href="#">5</a> Exhibit 4, # <a href="#">6</a> Exhibit 5, # <a href="#">7</a> Exhibit 6, # <a href="#">8</a> Exhibit 7, # <a href="#">9</a> Exhibit 8, # <a href="#">10</a> Exhibit 9, # <a href="#">11</a> Exhibit 10, # <a href="#">12</a> Exhibit 11, # <a href="#">13</a> Exhibit 12) (Bohn, Michael) (Entered: 11/15/2018)                    |
| 11/16/2018 | <a href="#">53</a> | MOTION to Withdraw as Attorney by Ryan T. O'Malley for Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. (Morales, Lindsey) (Entered: 11/16/2018)                                                                                                                                                                                                                                                                                                                                                                                          |
| 11/16/2018 | <a href="#">54</a> | ORDER granting <a href="#">53</a> Motion to Withdraw as Attorney. Ryan T. O'Malley withdrawn from the case. Signed by Magistrate Judge Carl W. Hoffman on 11/16/2018.(Copies have been distributed pursuant to the NEF - JM) (Entered: 11/16/2018)                                                                                                                                                                                                                                                                                                                                                                        |
| 11/19/2018 | <a href="#">55</a> | ERRATA to <a href="#">48</a> Motion for Summary Judgment,, by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. (Attachments: # <a href="#">1</a> Exhibit to Errata) (Morales, Lindsey) (Entered: 11/19/2018)                                                                                                                                                                                                                                                                                                                              |
| 12/06/2018 | <a href="#">56</a> | RESPONSE to <a href="#">48</a> Motion for Summary Judgment,, by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. Replies due by 12/20/2018. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3, # <a href="#">4</a> Exhibit 4, # <a href="#">5</a> Exhibit 5) (Bohn, Michael) (Entered: 12/06/2018)                                                                                                                                                                                                                                                               |
| 12/06/2018 | <a href="#">57</a> | RESPONSE to <a href="#">52</a> Motion for Summary Judgment, by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. Replies due by 12/20/2018. (Morales, Lindsey) (Entered: 12/06/2018)                                                                                                                                                                                                                                                                                                                                                       |
| 12/12/2018 | <a href="#">58</a> | STIPULATION FOR EXTENSION OF TIME (First Request) to File Reply re <a href="#">52</a> Motion for Summary Judgment by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. (Morales, Lindsey) (Entered: 12/12/2018)                                                                                                                                                                                                                                                                                                                            |
| 12/13/2018 | <a href="#">59</a> | ORDER granting <a href="#">58</a> Stipulation; Re: <a href="#">52</a> Motion for Summary Judgment, Replies due by 1/10/2019. Signed by Judge Richard F. Boulware, II on 12/13/2018. (Copies have been distributed pursuant to the NEF - JM) (Entered: 12/14/2018)                                                                                                                                                                                                                                                                                                                                                         |
| 12/20/2018 | <a href="#">60</a> | REPLY to Response to <a href="#">52</a> Motion for Summary Judgment, by Counter Defendant Saticoy Bay LLC Series 452 Crocus Hill, Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. (Attachments: # <a href="#">1</a> Exhibit 1, # <a href="#">2</a> Exhibit 2, # <a href="#">3</a> Exhibit 3, # <a href="#">4</a> Exhibit 4, # <a href="#">5</a> Exhibit 5) (Bohn, Michael) (Entered: 12/20/2018)                                                                                                                                                                                                                        |

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| 01/10/2019 | <a href="#">61</a> | REPLY to <a href="#">48</a> Motion for Summary Judgment,, by Defendant Green Tree Servicing, LLC, Counter Claimant Green Tree Servicing, LLC, ThirdParty Plaintiff Green Tree Servicing, LLC. (Morales, Lindsey) (Entered: 01/10/2019)                                                    |
| 06/10/2019 | <a href="#">62</a> | ORDER granting <a href="#">48</a> Motion for Summary Judgment; ORDER denying <a href="#">52</a> Motion for Summary Judgment; Signed by Judge Richard F. Boulware, II on 6/9/2019. (Copies have been distributed pursuant to the NEF - JM) (Entered: 06/10/2019)                           |
| 06/10/2019 | <a href="#">63</a> | CLERK'S JUDGMENT in favor of Green Tree Servicing, LLC against Saticoy Bay LLC Series 452 Crocus Hill. Signed by Clerk of Court Debra K. Kempf on 6/10/2019. (Copies have been distributed pursuant to the NEF - JM) (Entered: 06/10/2019)                                                |
| 07/09/2019 | <a href="#">64</a> | NOTICE OF APPEAL as to <a href="#">63</a> Judgment by Plaintiff Saticoy Bay LLC Series 452 Crocus Hill. Filing fee \$ 505, receipt number 0978-5616725. E-mail notice (NEF) sent to the US Court of Appeals, Ninth Circuit. (Bohn, Michael) (Entered: 07/09/2019)                         |
| 07/10/2019 | <a href="#">65</a> | USCA ORDER for Time Schedule as to <a href="#">64</a> Notice of Appeal filed by Saticoy Bay LLC Series 452 Crocus Hill. <b>USCA Case Number 19-16355</b> . (MR) (Entered: 07/10/2019)                                                                                                     |
| 09/08/2020 | <a href="#">66</a> | MEMORANDUM of USCA, Ninth Circuit, AFFIRMING the judgment of the District Court as to <a href="#">64</a> Notice of Appeal filed by Saticoy Bay LLC Series 452 Crocus Hill. (MR) (Entered: 09/08/2020)                                                                                     |
| 09/30/2020 | <a href="#">67</a> | MANDATE of USCA, Ninth Circuit, re <a href="#">66</a> USCA Memorandum AFFIRMING the judgment of the District Court as to <a href="#">64</a> Notice of Appeal filed by Saticoy Bay LLC Series 452 Crocus Hill. (MR) (Entered: 10/01/2020)                                                  |
| 10/04/2020 | <a href="#">69</a> | ORDER on Mandate as to <a href="#">64</a> Notice of Appeal filed by Saticoy Bay LLC Series 452 Crocus Hill, <a href="#">67</a> USCA Mandate. Signed by Judge Richard F. Boulware, II on 10/4/2020. AFFIRMED (Copies have been distributed pursuant to the NEF - JM) (Entered: 10/05/2020) |