

**Exhibit 15: BONY's correspondence to Westcor
dated May 16, 2014**

**Exhibit 15: BONY's correspondence to Westcor
dated May 16, 2014**

ROBIN P. WRIGHT*
T. ROBERT FINLAY
JONATHAN M. ZAK
GWEN H. RIBAR
JONATHAN D. FINK
CHARLES C. MCKENNA
DANA JONATHON NITZ**
PATRICIA L. PENNY
RICHARD D. SIMPSON, Jr.
NICHOLAS G. HOOD
PETER M. WATSON
JAMES J. RAMOS
MAGDALENA D. KOZINSKA
HELEN CAYTON
NICOLE L. GLOWIN
CHRISTOPHER L. BENNER+**
RAYMOND A. JEREZA*
RUBY J. CHAVEZ
NICOLE S. DUNN
JOSHUA R. HERNANDEZ
KATHRYN A. MOORER
TODD E. CHVAT
LUKASZ I. WOZNIAK***++*~****
BRADFORD E. KLEIN***
RONALD M. ARLAS
AVI N. PHILLIPS

www.wrightlegal.net

Direct Dial: (702) 475-7967
Email: romalley@wrightlegal.net

May 16, 2014

Westcor Land Title Insurance Company
Attn: Claims Dept.
875 Concourse Parkway South, Suite 200
Maitland, FL 32751

Re: Case Name	:	Fuller Jenkins Clarkson, P.C. v. Noe Alcala, et al. (Case No. A-14-395336-C)
Property Address	:	5790 Magini, Las Vegas, NV 89141 (A.P.N.176-36-212-049)
WFZ Matter Description	:	Alcala, Noe
WFZ Case No.	:	609-2014154
Title Policy/File No.	:	310-250292

NOTICE OF TITLE INSURANCE CLAIM

Dear Claims Intake:

This firm represents THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62 1757 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 ("BONY") in the above-entitled lawsuit. We are, by this letter, making a claim against the above-mentioned title policy, requesting indemnity and tendering defense of our client in this case.

BONY is the current beneficiary on a Note and Deed of Trust, executed by Noe Alcala and recorded in the Clark County Recorder's Office as Book and Instrument Number, 20050926-0000431 securing the



MICHAEL J. GILLIGAN
**CHELSEA A. CROWTON
*/***JOY B. THOMAS
***KIM R. LEPORE
KRISTINA M. PELLETIER
JENNIFER A. BRADY
**+/++R. SAMUEL EHLERS
MICHAEL R. ASATOURIAN
~****RENEE M. PARKER
TODD R. WHITEHORN
MARVIN B. ADVIENTO
JENNIFER J. MCGREADY
+RICHARD J. LEE
++++BRIAN P. STEWART
~~AMANDA M. BREEMES
ROBERT A. OLSON
++++SCOTT S. POLLARD
OLIVIER J. LABARRE
**RYAN T. O'MALLEY
JOAN C. SPAEDER-YOUNKIN

*Also Admitted in Nevada
**Admitted only in Nevada
***Also Admitted in Arizona
****Also Admitted in Washington
++Also Admitted in Hawaii
+Licensed Patent Attorney
+++Also Admitted in Utah
~Also Admitted in Oregon
~~Admitted only in Arizona
++++Of Counsel

Westcor Land Title Insurance Company
Attn: Claims Dept.
875 Concourse Parkway South, Suite 200
Maitland, FL 32751
Page 2

Property in first position. A true and accurate copy of the **Deed of Trust and subsequent assignment are attached as Exhibits A and B.**

A title insurance problem has arisen through litigation instituted by a third-party purchaser at a non-judicial foreclosure sale of a homeowner's association ("HOA") lien on the above-referenced real property ("Property."). The HOA purchaser filed its Complaint contending that the HOA foreclosure sale extinguished the Deed of Trust because the HOA lien had priority over the Deed of Trust. A true and accurate copy of the **Complaint is attached as Exhibit C.**

Any alleged priority by the HOA or the HOA third-party purchaser, if upheld by the Court, is directly contrary to the terms contained in the title policy issued by Westcor Land Title Insurance Company. A true and accurate copy of the **Title Policy is attached as Exhibit D.**

The subject title policy was written with the understanding that the Deed of Trust would take priority over all other liens and encumbrances against the Property. The title policy specifically insures against loss or damage that results from "any defect in or lien or encumbrance on the title," "the invalidity or unenforceability of the lien of the insured mortgage upon the title," and "the priority of any lien or encumbrance over the lien of the insured mortgage." The title policy's Endorsement insures against any loss or damage sustained by the beneficiary of the Deed of Trust as a result of "covenants, conditions or restrictions under which the lien of the mortgage . . . can be cut off, subordinated, or otherwise impaired." The title policy also does not state or list the beneficiary's first position status in the chain of title being subordinate to or impaired by the CC&Rs running with the land or association liens for assessments thereunder.

We respectfully request that you please consider hiring our office to handle this title claim. We are extremely familiar with the client, the case, the courts, and this area of law. Our hourly rates are very competitive, and we do represent title companies and lenders in this capacity in many other similar matters.

We request that Westcor Land Title Insurance Company take the necessary steps to cure the title issues and indemnify BONY without exception to the title defect suggested by this lawsuit.

Please contact me immediately to discuss coverage for our client's claim.

Sincerely,

WRIGHT, FINLAY & ZAK, LLP



Ryan T. O'Malley, Esq.
RTM/slo
/
Enclosures

EXHIBIT A

EXHIBIT A

EXHIBIT A

✓

20050926-0000431

Assessor's Parcel Number:
17636212049
After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.

MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
Prepared By:
JANELL HAAS
~~RECORDED~~
K. POCHY

Fee: \$41.00
N/C Fee: \$0.00
09/26/2005 09:00:05
T20050175770
Requestor:
NEVADA TITLE COMPANY
Frances Deane SOL
Clark County Recorder Pgs: 28

COUNTRYWIDE HOME LOANS, INC.

650 WHITE DRIVE, STE 280
LAS VEGAS
NV 89119

05080645 LDS

[Space Above This Line For Recording Data]

05080645 00011418300309005
[Escrow/Closing #] [Doc ID #]

DEED OF TRUST

MIN 1001337-0000943472-4

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 SEPTEMBER 19, 2005, together with all Riders to this document.

NEVADA-Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

VMP-6A(NV) (0307) CHL (07/03)(d)

Page 1 of 16

Initials: AJD

VMP Mortgage Solutions - (800)521-7291

Form 3029 1/01



* 2 3 9 9 1 *



* 1 1 4 1 8 3 0 0 3 0 0 0 0 1 0 0 6 A *

DOC ID #: 00011418300309005

(B) "Borrower" is
NOE ALCALA, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is
COUNTRYWIDE HOME LOANS, INC.

Lender is a
CORPORATION

organized and existing under the laws of NEW YORK
P.O. Box 10219

Lender's address is

Van Nuys, CA 91410-0219
(D) "Trustee" is
CTC REAL ESTATE SERVICES

400 COUNTRYWIDE WAY, MSN SV-88, SIMI VALLEY, CA 93065 , ,

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

(F) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 19, 2005 .
The Note states that Borrower owes Lender
THREE HUNDRED NINETY SIX THOUSAND and 00/100

Dollars (U.S. \$ 396,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2035

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

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

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

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

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

Initials: J.A.

Form 3029 1/01

VMP -6A(NV) (0307) CHL (07/03)

Page 2 of 16

DOC ID #: 00011418300309005

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower

Initials: WA
Form 3029 1/01

VMP -6A(NV) (0307) CHL (07/03)

Page 3 of 16

DOC ID #: 00011418300309005
irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property
located in the COUNTY of
[Type of Recording Jurisdiction]
CLARK :
[Name of Recording Jurisdiction]
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of
5790 MAGINI AVENUE, LAS VEGAS

[Street/City]
Nevada 89141 ("Property Address"):
[Zip Code]

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

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

VMP-6A(NV) (0307) CHL (07/03)

Page 4 of 16

Initials: JP
Form 3029 1/01

DOC ID #: 00011418300309005

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

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

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

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

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

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

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

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

VMP-6A(NV) (0307) CHL (07/03)

Page 5 of 16

Initials: JM
Form 3029 1/01

DOC ID #: 00011418300309005

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 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

Initials: AJ

Form 3029 1/01

VMP -6A(NV) (0307) CHL (07/03)

Page 6 of 16

DOC ID #: 00011418300309005

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

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

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

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

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

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

Initials: 

Form 3029 1/01

 -6A(NV) (0307) CHL (07/03)

Page 7 of 16

DOC ID #: 00011418300309005

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 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

Initials: MM

VMP-6A(NV) (0307) CHL (07/03)

Page 8 of 16

Form 3029 1/01

DOC ID #: 00011418300309005

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).

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

VMP-6A(NV) (0307) CHL (07/03)

Page 9 of 16

Initials: WJ
Form 3029 1/01

DOC ID #: 00011418300309005

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.

Initials: 
Form 3029 1/01

VMP-6A(NV) (0307) CHL (07/03)

Page 10 of 16

DOC ID #: 00011418300309005

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

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

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

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

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

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

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

Initials: JL

VMP-6A(NV) (0307) CHL (07/03)

Page 11 of 16

Form 3029 1/01

DOC ID #: 00011418300309005

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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,

Initials: NJ

VMP-6A(NV) (0307) CHL (07/03)

Page 12 of 16

Form 3029 1/01

DOC ID #: 00011418300309005

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

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

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

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

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

Initials: AA

VMP -6A(NV) (0307) CHL (07/03)

Page 13 of 16

Form 3029 1/01

DOC ID #: 000114183003

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

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Properly 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. \$ 300.00

Initials: AA

Form 3029 1/01

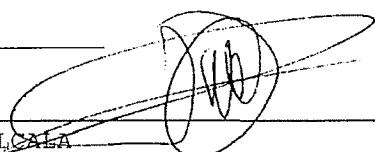
VMP -6A(NV) (0307) CHL (07/03)

Page 14 of 16

DOC ID #: 00011418300309005

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

Witnesses:


NOE ALCALA

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



-6A(NV) (0307) CHL (07/03) Page 15 of 16

Form 3029 1/01

DOC ID #: 00011418300309005

STATE OF NEVADA
COUNTY OF *Clark*

This instrument was acknowledged before me on 9-21-05 by
Noe Alcala



M. CONGDON
NOTARY PUBLIC
STATE OF NEVADA
Date Appointment Exp: 10-22-2007
Certificate No: 99-59272-1

M. Congdon

Mail Tax Statements To:
TAX DEPARTMENT SV3-24

450 American Street
Simi Valley CA, 93065

VMP® -6A(NV) (0307) CHL (07/03) Page 16 of 16

Initials: *JH*
Form 3029 1/01

Escrow No.: 05-08-0645-LDS

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL ONE (1):

LOT ONE HUNDRED TWENTY-EIGHT (128) IN BLOCK "A" OF SETONA UNIT NO. 1 AT SOUTHERN HIGHLANDS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 99, OF PLATS, PAGE 56, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS, EGRESS AND OF USE AND ENJOYMENT IN TO AND OVER THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SOUTHERN HIGHLANDS, RECORDED JANUARY 6, 2000 IN BOOK 20000106 AS DOCUMENT NO. 01678 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTEnant TO PARCEL ONE (1).

Prepared by: JANELL HAAS

COUNTRYWIDE HOME LOANS, INC.

Branch #: 0000922
650 WHITE DRIVE, STE 280
LAS VEGAS, NV 89119
Phone: (702) 386-7700

DATE: 09/19/2005

Br Fax No.: (877) 510-2822

CASE #:

DOC ID #: 00011418300309005

BORROWER: NOE ALCALA

PROPERTY ADDRESS: 5790 MAGINI AVENUE

LAS VEGAS, NV 89141

LEGAL DESCRIPTION EXHIBIT A

FHA/VA/CONV

- Legal Description Exhibit A
- 1D955-NV (07/03)(d)



* 2 3 9 9 1 *



* 1 1 4 1 8 3 0 0 3 0 0 0 0 0 1 0 0 6 A *

ADJUSTABLE RATE RIDER
(PayOption MTA Twelve Month Average Index - Payment Caps)

05080645 00011418300309005
[Escrow/Closing #] [Doc ID #]

THIS ADJUSTABLE RATE RIDER is made this NINETEENTH day of SEPTEMBER, 2005, 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 ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to COUNTRYWIDE HOME LOANS, INC.

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

5790 MAGINI AVENUE
LAS VEGAS, NV 89141
[Property Address]

THE NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THE NOTE.

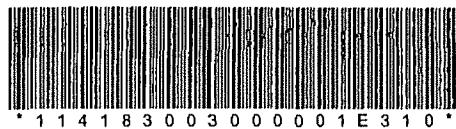
ADDITIONAL COVENANTS: In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agrees as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for changes in the interest rate and the monthly payments, as follows:

- PayOption MTA ARM Rider
1E310-XX (12/04)(d)

Page 1 of 6



DOC ID #: 0001141830030

2. INTEREST**(A) Interest Rate**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 1.000 %. The interest rate I will pay may change.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 7(B) of the Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of NOVEMBER, 2005, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12. The most recent Index figure available as of the date 15 days before each Interest Rate Change Date is called the "Current Index".

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(D) Calculation of Interest Rate Changes

Before each Interest Rate Change Date, the Note Holder will calculate my new interest rate by adding TWO & 775/1000 percentage point(s) (2.775 %) ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). This rounded amount will be my new interest rate until the next Interest Rate Change Date. My interest will never be greater than 9.950 %. Beginning with the first Interest Rate Change Date, my interest rate will never be lower than the Margin.

3. PAYMENTS**(A) Time and Place of Payments**

I will make a payment every month.

I will make my monthly payments on the FIRST day of each month beginning on November, 2005. I will make these payments every month until I have paid all the Principal and interest and any other charges described below that I may owe under the Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 01, 2035, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

- PayOption MTA ARM Rider

1E310-XX (12/04)

Page 2 of 6

DOC ID #: 00011418300309005

I will make my monthly payments at
P.O. Box 10219, Van Nuys, CA 91410-0219

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

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 1,273.69 , unless adjusted under Section 3 (F).

(C) Payment Change Dates

My monthly payment may change as required by Section 3(D) below beginning on the first day of NOVEMBER, 2006 , and on that day every 12th month thereafter. Each of these dates is called a "Payment Change Date." My monthly payment also will change at any time Section 3(F) or 3(G) below requires me to pay a different monthly payment. The "Minimum Payment" is the minimum amount Note Holder will accept for my monthly payment which is determined at the last Payment Change Date or as provided in Section 3(F) or 3(G) below. If the Minimum Payment is not sufficient to cover the amount of the interest due then negative amortization will occur.

I will pay the amount of my new Minimum Payment each month beginning on each Payment Change Date or as provided in Section 3(F) or 3(G) below.

(D) Calculation of Monthly Payment Changes

At least 30 days before each Payment Change Date, the Note Holder will calculate the amount of the monthly payment that would be sufficient to repay the unpaid Principal that I am expected to owe at the Payment Change Date in full on the maturity date in substantially equal payments at the interest rate effective during the month preceding the Payment Change Date. The result of this calculation is called the "Full Payment." Unless Section 3(F) or 3(G) apply, the amount of my new monthly payment effective on a Payment Change Date, will not increase by more than 7.5% of my prior monthly payment. This 7.5% limitation is called the "Payment Cap." This Payment Cap applies only to the Principal and interest payment and does not apply to any escrow payments Lender may require under the Security Instrument. The Note Holder will apply the Payment Cap by taking the amount of my Minimum Payment due the month preceding the Payment Change Date and multiplying it by the number 1.075. The result of this calculation is called the "Limited Payment." Unless Section 3(F) or 3(G) below requires me to pay a different amount, my new Minimum Payment will be the lesser of the Limited Payment and the Full Payment. I also have the option to pay the Full Payment for my monthly payment.

• PayOption MTA ARM Rider
1E310-XX (12/04)

Page 3 of 6

DOC ID #: 00011418300309005

(E) Additions to My Unpaid Principal

Since my monthly payment amount changes less frequently than the interest rate, and since the monthly payment is subject to the payment limitations described in Section 3(D), my Minimum Payment could be less than or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the Maturity Date in substantially equal payments. For each month that my monthly payment is less than the interest portion, the Note Holder will subtract the amount of my monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the interest rate required by Section 2. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the payment as provided in Section 3(A).

(F) Limit on My Unpaid Principal; Increased Monthly Payment

My unpaid Principal can never exceed the Maximum Limit equal to ONE HUNDRED FIFTEEN percent (115 %) of the Principal amount I originally borrowed. My unpaid Principal could exceed that Maximum Limit due to Minimum Payments and interest rate increases. In that event, on the date that my paying my monthly payment would cause me to exceed that limit, I will instead pay a new monthly payment. This means that my monthly payment may change more frequently than annually and such payment changes will not be limited by the 7.5% Payment Cap. The new Minimum Payment will be in an amount that would be sufficient to repay my then unpaid Principal in full on the Maturity Date in substantially equal payments at the current interest rate.

(G) Required Full Payment

On the fifth Payment Change Date and on each succeeding fifth Payment Change Date thereafter, I will begin paying the Full Payment as my Minimum Payment until my monthly payment changes again. I also will begin paying the Full Payment as my Minimum Payment on the final Payment Change Date.

(H) Payment Options

After the first Interest Rate Change Date, Lender may provide me with up to three (3) additional payment options that are greater than the Minimum Payment, which are called "Payment Options." I may be given the following Payment Options:

- (i) **Interest Only Payment:** the amount that would pay the interest portion of the monthly payment at the current interest rate. The Principal balance will not be decreased by this Payment Option and it is only available if the interest portion exceeds the Minimum Payment.
- (ii) **Fully Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) at the Maturity Date in substantially equal payments.
- (iii) **15 Year Amortized Payment:** the amount necessary to pay the loan off (Principal and interest) within a fifteen (15) year term from the first payment due date in substantially equal payments. This monthly payment amount is calculated on the assumption that the current rate will remain in effect for the remaining term.

* PayOption MTA ARM Rider
1E310-XX (12/04)

Page 4 of 6

DOC ID #: 00011418300309005

These Payment Options are only applicable if they are greater than the Minimum Payment.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Section 18 of the Security Instrument entitled "Transfer of the Property or a Beneficial Interest in Borrower" is amended to read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

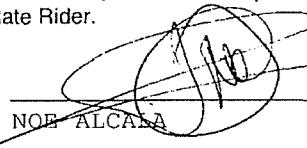
If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by

• PayOption MTA ARM Rider
1E310-XX (12/04)

Page 5 of 6

DOC ID #: 00011418300309005
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.

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


~~NOE ALCALA~~

-Borrower

-Borrower

-Borrower

-Borrower

• PayOption MTA ARM Rider
1E310-XX (12/04)

Page 6 of 6

PLANNED UNIT DEVELOPMENT RIDER

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423

PARCEL ID #:
17636212049

Prepared By:
JANELL HAAS

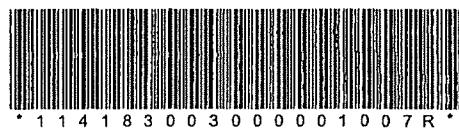
05080645 00011418300309005
[Escrow/Closing #] [Doc ID #]

THIS PLANNED UNIT DEVELOPMENT RIDER is made this NINETEENTH day of SEPTEMBER, 2005, 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

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP-7R (0411) CHL (11/04)(d) Page 1 of 4 Initials: 
VMP Mortgage Solutions, Inc. (800)521-7291 Form 3150 1/01



* 2 3 9 9 1 *



* 1 1 4 1 8 3 0 0 3 0 0 0 0 0 1 0 0 7 R *

DOC ID #: 00011418300309005

undersigned (the "Borrower") to secure Borrower's Note to
COUNTRYWIDE HOME LOANS, INC.

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

5790 MAGINI AVENUE
LAS VEGAS, NV 89141
[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
THE COVENANTS, CONDITIONS, AND RESTRICTIONS FILED OF RECORD
THAT AFFECT THE PROPERTY

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

[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.

Initials: JK

VMP -7R (0411) CHL (11/04)

Page 2 of 4

Form 3150 1/01

DOC ID #: 00011418300309005

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

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

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

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

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

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

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

Initials: 

VMP-7R (0411)

CHL (11/04)

Page 3 of 4

Form 3150 1/01

DOC ID #: 00011418300309005
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.


NOE ALCALÁ

(Seal)
- Borrower

(Seal)
- Borrower

VMP -7R (0411)

CHL (11/04)

Page 4 of 4

Form 3150 1/01

EXHIBIT B

EXHIBIT B

EXHIBIT B

RECORDING REQUESTED BY:
 RECONTRUST COMPANY, N.A.
 AND WHEN RECORDED MAIL DOCUMENT TO:
 BAC Home Loans Servicing, LP
 400 COUNTRYWIDE WAY SV-35
 SIMI VALLEY, CA 93065

Inst #: 201003160003389
 Fees: \$14.00
 N/C Fee: \$0.00
 03/16/2010 02:15:17 PM
 Receipt #: 272680
 Requestor:
FIDELITY NATIONAL DEFAULT S
 Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

TS No. 09-0024059

TITLE ORDER#: 090146048

APN# 176-36-212-049

CORPORATION ASSIGNMENT OF DEED OF TRUST NEVADA

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

**THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS
 CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH
 CERTIFICATES, SERIES 2005-62**

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 09/19/2005,
 EXECUTED BY: NOE ALCALA, A MARRIED MAN AS HIS SOLE & SEPARATE
 PROPERTY, TRUSTOR: TO CTC REAL ESTATE SERVICES, TRUSTEE AND RECORDED AS
 INSTRUMENT NO. 0000431 ON 09/26/2005, IN BOOK 20050926, 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: 03/04/09

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
 INC.

State of: Texas
 County of: Tarrant

)
 BY: Khadija Gulley, Assistant Secretary

MAR 15 2010

On Assf. Secy before me Elsie E. Kroussakis, personally appeared Khadija Gulley
Assf. Secy, know to me (or proved to me on the oath of _____ or through
 _____) 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



Inst #: 201007120000723

Fees: \$15.00

N/C Fee: \$0.00

07/12/2010 10:07:45 AM

Receipt #: 421033

Requestor:

ORION FINANCIAL GROUP INC

Recorded By: ARO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

PREPARED BY & RETURN TO:

M. E. Wileman
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092
Parcel # 176-36-212-049

(W)

Assignment of Mortgage

Send Any Notices to Assignee.

For Valuable Consideration, the undersigned, THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62, (Assignor) by these presents does assign and set over, without recourse, to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62 1757 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 (Assignee) the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by NOE ALCALA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS') SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.. Said mortgage Dated: 9/19/2005 is recorded in the State of NV, County of Clark on 9/26/2005, Book 20050926 Instrument# 0000431 AMOUNT: \$ 396,000.00 Property Address: 5790 MAGINI AVE., LAS VEGAS, NV 89141

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer. Executed on: 6-25-2010

THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62

By:



Nichole Clevadetscher
Assistant Vice President

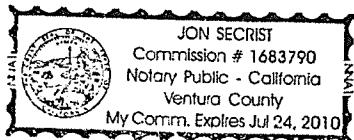


ALCALA YMG *10019346*

NV Clark

4100-N-8247
NBS/ASMT/BAC

State of California, County of Ventura. On 6-25-2010, before me, the undersigned, Nichole Clavadetscher, who acknowledged that he/she is CERTIFYING OFFICER of for THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62 and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62.



Jon Secrist
Notary public, JON SECRIEST
My commission expires: 7-24-2010

MAIL TAX BILL TO:
NOE ALCALA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY Property Address: 5790 MAGINI AVE., LAS VEGAS, NV 89141

I0019346

NV Clark

4100-N-8247
NBS/ASMT/BAC

EXHIBIT C

EXHIBIT C

EXHIBIT C

SUMM
ADAM H. CLARKSON, ESQ.
(Nevada Bar No. 10003)
GARY S. MELTON, ESQ.
(Nevada Bar No. 11209)
Fuller Jenkins Clarkson, P.C.
2300 W. Sahara, Suite 950, Box 33
Las Vegas, NV 89102
Telephone: (702) 450-8710
Facsimile: (702) 442-0779

Attorneys for Plaintiffs

DISTRICT COURT FOR THE STATE OF NEVADA
IN AND FOR THE COUNTY OF CLARK

FULLER JENKINS CLARKSON, P.C., a
Nevada Professional Corporation,

CASE NO: A-14-395336-C

Plaintiff,

DEPT NO : V

vs.

NOE ALCALA, an individual; SETONA
HOMEOWNERS ASSOCIATION, a Nevada
non-profit coop corporation;
COUNTRYWIDE HOME LOANS, INC, a
foreign corporation doing business in Nevada;
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a foreign
corporation doing business in Nevada; THE
BANK OF NEW YORK MELLON, a foreign
corporation doing business in Nevada; BAC
HOME LOANS SERVICING, LP; SELECT
PORTFOLIO SERVICING, INC., a foreign
corporation doing business in Nevada; DOES
1 through 10; and ROE CORPORATIONS 11
through 20,

SUMMONS

Defendants.

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ
THE INFORMATION BELOW.**

To the Respondent, SELECT PORTFOLIO SERVICING, INC.
C/O CSC SERVICES OF NEVADA, INC.
2215-B RENAISSANCE DRIVE
LAS VEGAS, NEVADA 89119

1 A civil Complaint/Petition has been filed by the Petitioner, FULLER JENKINS
2 CLARKSON, P.C., against you for the relief set forth in the Complaint/Petition.

3 1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you
4 exclusive of the day of service, you must do the following:

5 a. File with the Clerk of this Court, whose address is shown below, a formal written response
6 to the Complaint/Petition in accordance with the rules of the Court.

7 b. Serve a copy of your response upon the attorney whose name and address is shown below.

8 2. Unless you respond, your default will be entered upon application of the Petitioner and
9 this Court may enter a judgment against you for the relief demanded in the Complaint/Petition,
10 which could result in the taking of money or property or other relief requested in the
11 Complaint/Petition.

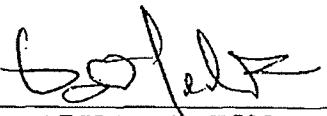
12 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so
13 that your response may be filed on time.

14 Dated this 4 day of February, 2014.

16 Submitted by:

17 FULLER JENKINS CLARKSON, P.C.

STEVEN D. GRIERSON
CLERK OF THE COURT
CLERK OF THE COURT

21 By: 

22 GARY S. MELTON, ESQ.
Nevada Bar No. 11209
2300 W. Sahara Ave., Ste. 950
24 Las Vegas, NV 89102

By: 

25 ADELINE BEILEY FEB 5 2014
Deputy Clerk
8th Judicial District Court
200 Lewis Avenue
26 Las Vegas, Nevada 89155

1 **AFFIDAVIT OF SERVICE**

2 STATE OF _____)
3 _____) ss.
4 COUNTY OF _____)

5 _____, being duly sworn, says: That at all times herein affiant
6 was and is over 18 years of age, not a party to nor interested in the proceeding in which this affidavit
7 is made. That affiant received ___ copy(ies) of the Summons and Complaint/Petition, on the ___
8 day of _____, 20____, and served the same on the ___ day of
9 _____, 20____ by:

10 **(Affiant must complete the appropriate paragraph)**

11
12 1. Delivering and leaving a copy with the Respondent _____ at
13 _____ (address).

14 2. Serving the Respondent by personally delivering and leaving a copy with
15 _____, a person of suitable age and discretion residing at the
16 Respondent's usual place of abode located at _____
17 _____ (address).

18 **[Use paragraph 3 for service upon agent, completing (a) or (b)]**

19 3. Serving the Respondent _____, by personally
20 delivering and leaving a copy at _____:
21 (a) With _____ as _____,

22 an agent lawfully designated by statute to accept service of process.

23 (b) With _____, pursuant to NRS 14.020 as a
24 person of suitable age and discretion at the above address, which address is the address of the
25 resident agent as shown on the current certificate of designation filed with the Secretary of State.

26 4. Personally depositing a copy in a mail box of the United States Post Office, enclosed
27 in a sealed envelope, postage prepaid (Check appropriate method):

1 / Ordinary mail

2 / Certified mail, return receipt requested

3 / Registered mail, return receipt requested

4

5 addressed to the Respondent _____ at Respondent's last known address which is _____
6 _____.

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

9 EXECUTED this _____ day of _____, 20 _____.
10
11
12
13 _____

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CIVIL COVER SHEET

A-14-695336-C

Clark County, Nevada

V

Case No.

(Assigned by Clerk's Office)

I. Party Information

Plaintiff(s) (name/address/phone): Fuller Jenkins Clarkson, P.C.

Defendant(s) (name/address/phone): Noe Alcala, et al.

Attorney (name/address/phone):

ADAM H. CLARKSON, ESQ.

(Nevada State Bar No. 10003)

Fuller Jenkins Clarkson, P.C.

2300 W. Sahara Ave., Suite 950, Box 33

Las Vegas, NV 89102

Telephone: (702) 450-8710

Facsimile: (702) 442-0779

Attorney (name/address/phone):

Unknown

II. Nature of Controversy (Please check applicable bold category and applicable subcategory, if appropriate) Arbitration Requested

Civil Cases

Real Property	Torts
<input type="checkbox"/> Landlord/Tenant <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> Title to Property <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> Condemnation/Eminent Domain <input type="checkbox"/> Other Real Property <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	Negligence <input type="checkbox"/> Negligence – Auto <input type="checkbox"/> Negligence – Medical/Dental <input type="checkbox"/> Negligence – Premises Liability (Slip/Fall) <input type="checkbox"/> Negligence – Other <input type="checkbox"/> Product Liability <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> Intentional Misconduct <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> Employment Torts (Wrongful termination) <input type="checkbox"/> Other Torts <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition

Probate	Other Civil Filing Types
Estimated Estate Value: _____ <input type="checkbox"/> Summary Administration <input type="checkbox"/> General Administration <input type="checkbox"/> Special Administration <input type="checkbox"/> Set Aside Estates <input type="checkbox"/> Trust/Conservatorships <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> Other Probate	<input type="checkbox"/> Construction Defect <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input type="checkbox"/> Breach of Contract <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Acc't/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> Civil Petition for Judicial Review <input type="checkbox"/> Foreclosure Mediation <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal

Other Civil Filing

- Appeal from Lower Court (also check applicable civil case box)
- Transfer from Justice Court
- Justice Court Civil Appeal
- Civil Writ
- Other Special Proceeding
- Other Civil Matters
- Compromise of Minor's Claim
- Conversion of Property
- Damage to Property
- Employment Security
- Enforcement of Judgment
- Foreign Judgment – Civil
- Other Personal Property
- Recovery of Property
- Stockholder Suit

III. Business Court Requested (Please check applicable category; for Clark or Washoe Counties only.)

<input type="checkbox"/> NRS Chapters 78-88	<input type="checkbox"/> Investments (NRS 104 Art. 8)	<input type="checkbox"/> Enhanced Case Mgmt/Business
<input type="checkbox"/> Commodities (NRS 90)	<input type="checkbox"/> Deceptive Trade Practices (NRS 598)	<input type="checkbox"/> Other Business Court Matters
<input type="checkbox"/> Securities (NRS 90)	<input type="checkbox"/> Trademarks (NRS 600A)	

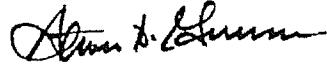
1/29/2014

Date

Signature of initiating party or representative

Electronically Filed
01/30/2014 09:41:37 AM

1 COMP
2 ADAM H. CLARKSON
(Nevada State Bar No. 10003)
3 GARY S. MELTON
(Nevada State Bar No. 11209)
4 Fuller Jenkins Clarkson, P.C.
2300 W. Sahara Ave., Suite 950
5 Las Vegas, NV 89102
6 Telephone: (702) 450-8710
Facsimile: (702) 442-0779
7 aclarkson@fullerjenkins.com
gmelton@fullerjenkins.com


CLERK OF THE COURT

9 *Attorneys for Plaintiff*

10 DISTRICT COURT FOR THE STATE OF NEVADA
11 IN AND FOR THE COUNTY OF CLARK

13 FULLER JENKINS CLARKSON, P.C., a
14 Nevada Professional Corporation,

15 Plaintiff,

16 vs.

17 NOE ALCALA, an individual; SETONA
18 HOMEOWNERS ASSOCIATION, a Nevada
non-profit coop corporation;
19 COUNTRYWIDE HOME LOANS, INC, a
foreign corporation doing business in Nevada;
20 MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a foreign
corporation doing business in Nevada; THE
BANK OF NEW YORK MELLON, a foreign
corporation doing business in Nevada; BAC
HOME LOANS SERVICING, L.P.; SELECT
PORTFOLIO SERVICING, INC., a foreign
corporation doing business in Nevada; DOES
21 through 10; and ROE CORPORATIONS 11
through 20,

22 Defendants.

CASE NO.: A-14-695336-C

DEPT. NO. V

COMPLAINT IN INTERPLEADER

Exempt from Arbitration
(Action Concerning Declaratory Relief)

27 COMES NOW, Plaintiff, FULLER JENKINS CLARKSON, P.C., (hereinafter "Plaintiff"),
28 and alleges the following causes of action against NOE ALCALA; SETONA HOMEOWNERS

1 ASSOCIATION; COUNTRYWIDE HOME LOANS, INC.; MORTGAGE ELECTRONIC
2 REGISTRATION SYSTEMS, INC.; THE BANK OF NEW YORK MELLON; BAC HOME
3 LOANS SERVICING, LP; SELECT PORTFOLIO SERVICING, INC., DOES 1 through 10, and
4 ROE CORPORATIONS 11 through 20, (hereinafter collectively referred to as "Defendant(s)") as
5 follows:

6 **PARTIES**

7 1. Plaintiff FULLER JENKINS CLARKSON, P.C. is a Nevada professional corporation
8 located in the City of Las Vegas, Nevada and authorized to conduct business in the State of Nevada.

9 2. Defendant NOE ALCALA, is an individual, who at all relevant times hereto, was a
10 resident of Clark County residing at 5790 Magini Avenue, Las Vegas, Nevada 89141.

11 3. Defendant SETONA HOMEOWNERS ASSOCIATION, was at all relevant times, a
12 domestic non-profit coop corporation located in Clark County, Nevada.

13 4. Defendant COUNTRYWIDE HOME LOANS, INC., was at all relevant times, a
14 foreign corporation doing business in the State of Nevada.

15 5. Defendant MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., was at
16 all relevant times, a foreign corporation doing business in the State of Nevada.

17 6. Defendant THE BANK OF NEW YORK MELLON, was at all relevant times, a
18 foreign corporation doing business in the State of Nevada.

19 7. Defendant BAC HOME LOANS SERVICING, LP, was at all relevant times, a
20 foreign limited partnership doing business in the State of Nevada.

21 8. Defendant SELECT PORTFOLIO SERVICING, INC., was at all relevant times, a
22 foreign corporation doing business in the State of Nevada.

23 9. The true names and identities of Defendants DOES 1 through 10 and ROE
24 CORPORATIONS 11 through 20, inclusive, whether individual, corporate, associate, or otherwise,
25 are unknown to Plaintiff, who therefore sues said Defendants by said fictitious names. Plaintiff is
26 informed and believes, and thercon alleges, that each of the Defendants designated as DOES
27 1through 10 and ROE CORPORATIONS 11 through 20 are in some manner responsible for the
28 events and happenings referred to herein. Plaintiff will ask leave of this Court to amend this

1 Complaint to include the true names and identities of Defendants DOES 1 through 10 and ROE
2 CORPORATIONS 11 through 20 when the same have been ascertained, and to join such Defendants
3 in this action.

4 JURISDICTION AND VENUE

5 10. This Court has original jurisdiction, and the parties involved are located in Clark
6 County, Nevada, and/or have done business in the State of Nevada for which the allegations in this
7 Complaint pertain, and/or have submitted to jurisdiction.

8 11. Venue is proper pursuant to NRS 13.010 because the events and omissions giving rise
9 to this action occurred in Clark County, Nevada, this action concerns real property that is located in
10 Clark County, Nevada, and the facts, events, acts, and circumstances herein mentioned, alleged, and
11 described occurred in Clark County, Nevada.

12 GENERAL ALLEGATIONS

13 12. Plaintiff incorporates the allegations in paragraphs 1 through 11 as if the same were
14 fully set forth herein.

15 13. On or about January 4, 2000, Southern Highlands Development Corporation
16 ("Declarant") filed Articles of Incorporation with the Secretary of State of Nevada incorporating
17 Southern Highlands Community Association (the "Master Association") as a nonprofit corporation.

18 14. On or about December 27, 1999, Declarant executed certain Declaration of
19 Covenants, Conditions and Restrictions [and Reservation of Easements] (hereinafter "CC&Rs") on
20 behalf of the Association.

21 15. Shortly after the CC&Rs were executed the Association caused the CC&Rs to be
22 recorded in the Official Records of the Clark County Recorder, Clark County, Nevada.

23 16. Section 9.1 of the CC&Rs provides:

24 Any Assessment or installment of an Assessment shall be delinquent if not paid
25 within thirty (3) days of the due date as established by the Board. Such delinquent
26 installment shall bear interest from the due date until paid, late charges, and related
27 charges, fees, and costs, as set forth in Section 8.7...The Association may bring an
28 action at law against the Owner personally obligated to pay any delinquent
installment or late charge, or foreclose the lien against the Unit...

1 | See Exhibit 1.

17. The Association is a common interest community as defined by Nevada law, and is therefore subject to NEV. REV. STAT. ("NRS") 116. See NRS 116.021. See also NRS 116.1201.

4 18. On or about September 26, 2005, Defendant Noe Alcala ("Unit Owner") became the
5 title owner of certain real property commonly known as 5790 Magini Avenue, Las Vegas, Nevada
6 bearing APN 176-36-212-049 ("Subject Property"). See Exhibit 2 – Deed Conveying Title to Noe
7 Alcala.

THE UNDERLYING FORECLOSURE SALE

9 19. Plaintiff incorporates the allegations in paragraphs 1 through 18 as if the same were
10 fully set forth herein.

11 20. The Subject Property is located within the Association and is, therefore, subject to the
12 Association's governing documents and NRS 116.

13 21. Unit Owner failed to pay the assessments for common expenses due and owing the
14 Association.

15 22. Pursuant to NRS 116.3116 the Association has a statutorily created lien for
16 delinquent assessments.

17 23. Pursuant to NRS 116.3116, *et seq.* and the Association's CC&Rs, the Association is
18 authorized and possesses the ability to foreclose on a lien for nonpayment of delinquent assessments.

19 24. As a result of Unit Owner's failure to comply with NRS 116 and the Association's
20 CC&Rs, Plaintiff Fuller Jenkins Clarkson, P.C. was retained to begin foreclosure process pursuant to
21 NRS 116.3116, *et seq.*

22 25. On or about February 13, 2013, pursuant to NRS 116.3116, *et seq.* and on behalf of
23 the Association, Plaintiff Fuller Jenkins Clarkson, P.C. mailed by certified mail, return receipt
24 requested, a Notice of Delinquent Assessment Lien to interested parties. *See Exhibit 3 – Copy of*
25 *Notice and Certificate of Mailing.*

26 26. On or about March 15, 2013, pursuant to NRS 116.3116, *et seq.* and on behalf of the
27 Association, Plaintiff Fuller Jenkins Clarkson, P.C. executed and caused to be recorded a Notice of
28 Default and Election to Sell with the Clark County Recorder's Office. *See Exhibit 4 – Recorded*

1 | Copy of Notice of Default and Election to Sell and Certificates of Mailing.

2 27. On or about August 12, 2013, pursuant to NRS 116.3116, *et seq.* and on behalf of the
3 Association, Plaintiff Fuller Jenkins Clarkson, P.C. provided notice of time and place of sale to
4 interested parties. Such notice was mailed to interested parties and was properly served. *See Exhibit*
5 – Copy of Notice of Sale Mailed to Interested parties, Certificates of Mailing and Affidavit of
6 Service.

7 28. On or about September 6, 2013, pursuant to NRS 116.3116, *et seq.* and on behalf of
8 the Association, Plaintiff Fuller Jenkins Clarkson, P.C. sold the Subject Property at public auction.
9 The public auction sale price was \$12,200.00 *See Exhibit 6 – Trustee’s Deed Upon Sale.*

INTERPLEADER OF EXCESS FUNDS

11 29. Plaintiff incorporates the foregoing allegations 1 through 28 as if the same were fully
12 set forth herein.

30. NRS 116.31164 governs the distribution of the proceeds following the foreclosure of
the Association's lien at public auction.

15 ||| 31. Specifically, Nevada law provides:

After the [foreclosure] sale, the person conducting the sale shall:

(c) Apply the proceeds of the sale for the following purposes in the following order:

- (1) The reasonable expenses of sale;
 - (2) The reasonable expenses of securing possession before sale, holding, maintaining, and preparing the unit for sale, including payment of taxes and other governmental charges, premiums on hazard and liability insurance, and, to the extent provided for by the declaration, reasonable attorney's fees and other legal expenses incurred by the association;
 - (3) Satisfaction of the association's lien;
 - (4) Satisfaction in the order of priority of any subordinate claim of record; and
 - (5) Remittance of any excess to the unit's owner.

25 | NRS 116.31164(3).

32. The total amount due and owing the Association for unpaid and delinquent
assessments at the time of sale was \$3,814.07. Pursuant to and consistent with NRS 116.3116(1),
this amount includes penalties, fees, charges, late charges, fines, and interest charged pursuant to

1 paragraphs (j) to (n) of NRS 116.3102(1).

2 33. As a stakeholder, Plaintiff Fuller Jenkins Clarkson, P.C. is entitled to its reasonable
3 costs and attorneys' fees, to be deducted from the interpleaded funds. *Schirmer Stevedoring Co.,*
4 *Ltd. v. Seaboard Stevedoring Corp.*, 306 F.2d 188, 194 (9th Cir. 1962) ("[T]he proper rule . . . in an
5 action in the nature of interpleader, is that the plaintiff should be awarded attorney fees for the
6 services of his attorneys in interpleading.

7 34. The total amount due and owing the Fuller Jenkins Clarkson, P.C. for bringing this
8 interpleader action is approximately \$4,000 in fees and approximately \$931.00 in costs.

9 35. The total excess proceeds are approximately \$3,454.93 (total proceeds of foreclosure
10 sale minus amounts due and owing the Association for unpaid assessments and attorneys' fees and
11 costs associated with bringing this interpleader action).

12 36. Plaintiff has distributed funds from the foreclosure sale in accordance with Nevada
13 law and more further described in NRS 116.31164(1)-(3).

14 37. Upon information and belief, Defendants have a claim for the excess proceeds.

15 38. In order to distribute any remaining funds pursuant to NRS 116.31164(4)-(5), it must
16 be determined which parties have a “subordinate claim of record” and the priority of these
17 subordinate claims of record as they relate to the Subject Property.

18 39. Plaintiff is unable to make such determination and has thus brought this action in
19 interpleader.

20 40. Plaintiff Fuller Jenkins Clarkson, P.C. is a mere stakeholder and claims no right to the
21 excess proceeds at issue. Plaintiff Fuller Jenkins Clarkson, P.C. has no interest in the outcome.

22 41. Plaintiff Fuller Jenkins Clarkson, P.C. will deposit excess proceeds with this Court in
23 the approximate amount of \$3,454.93.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the following relief:

26 1. An order from the Court requiring Defendants to interplead together and litigate
27 among themselves their potential adverse and conflicting claims to the excess proceeds;

28 2. An order from the Court directing the Clerk of the Court to accept the excess

1 | proceeds at issue;

3. An order from the Court stating that, as of the date of delivery of the excess proceeds
at issue by Plaintiff Fuller Jenkins Clarkson, P.C. to the Clerk of the Court, Plaintiff is forever
discharged from liability to each and every Defendant in regard to the subject matter of this action;

4. A judgment restraining Defendants and their attorneys and agents from initiating any
proceedings against Plaintiff Fuller Jenkins Clarkson, P.C. in connection with the excess proceeds at
issue;

8 5. That the Court determine and enter an order setting forth the proper recipients of the
9 proceeds;

10 6. That Plaintiff be dismissed from this action with prejudice following payment of the
11 excess proceeds into the registry of the Court;

12 7. An order awarding Plaintiff Fuller Jenkins Clarkson, P.C. its costs and reasonable
13 attorneys' fees incurred in bringing this action; and

14 8. For such other relief as the Court deems just and equitable under the Circumstances.

Dated this 29 day of January, 2014.

FULLER JENKINS CLARKSON, P.C.

By:

BSM

ADAM H. CLARKS

(Nevada State Bar No. 10003)

GARY S. MELTON

(Nevada State Bar No. 11209)

Fuller Jenkins Clarkson

2300 W. Sahara Ave., Suite 950

Las Vegas, NV 89102

Telephone: (702) 450-8710
Fax: (702) 442-2772

Facsimile: (702) 442-0
elabam@fuller.com

aclarkson@fullerjenkins.com
amalton@fullerjenkins.com

gillerton@willierjennings.com

Attorneys for Plaintiff

EXHIBIT 1

2025105
G1671

MASTER DECLARATION
OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
SOUTHERN HIGHLANDS

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
is made this 27th day of December, 1989, by SOUTHERN HIGHLANDS
DEVELOPMENT CORPORATION, a Nevada corporation ("Declarant").

PART ONE: INTRODUCTION TO THE COMMUNITY

Southern Highlands Development Corporation, as developer of Southern Highlands and Declarant, has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance, and preservation of Southern Highlands as a master planned community.

ARTICLE I
CREATION OF THE COMMUNITY

1.1 Purpose and Intent.

Declarant owns the real property described in Exhibit "A," and intends, by Recording this Declaration, to establish a general plan of development for the master planned community known as Southern Highlands. This Declaration provides a flexible and reasonable procedure for Southern Highlands' future expansion as Declarant deems appropriate and provides for its overall development, administration, maintenance and preservation. An integral part of the development plan is the creation of Southern Highlands Community Association, a Nevada nonprofit corporation whose members shall be comprised of all owners of residential real property in Southern Highlands, to own, operate, and/or maintain various common areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referenced in this Declaration.

This Declaration is prepared pursuant to Chapter 118 of Nevada Revised Statutes (Nevada's Uniform Common-Interest Ownership Act) and establishes a planned community as defined therein.

8.11 Capitalization of Association.

Upon acquisition of record title to a Unit by the first Owner thereof other than Declarant or a Builder, a contribution shall be made by or on behalf of the Purchaser to the working capital of the Association in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of any assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.

8.12 Limitations on Base Assessments. Notwithstanding any other provision in the Governing Documents, the Base Assessments shall be limited as follows: (a) prior to June 1, 2000, the Base Assessment per Unit shall not exceed Thirty-Five Dollars (\$35.00) per month; and (b) the Base Assessments to be paid by a Builder with regard to any unsubdivided parcel of land ("Parcel") encumbered by this Declaration, which Parcel has not yet been subjected to a final Recorded Plat Map, shall be computed based on one-half ($\frac{1}{2}$) of the maximum number of Units which would be permitted under the written purchase agreement pursuant to which the Builder acquired the Parcel from Declarant.

**ARTICLE 9
NONPAYMENT OF ASSESSMENTS; REMEDIES OF ASSOCIATION**

9.1 Nonpayment of Assessments.

Any Assessment or Installment of an Assessment shall be delinquent if not paid within thirty (30) days of the due date as established by the Board. Such delinquent installment shall bear interest from the due date until paid, late charges, and related charges, fees, and costs, as set forth in Section 8.7. No such late charge or related charge or interest on any delinquent installment may exceed the maximum rate or amount allowable by applicable law. The Association may bring an action at law against the Owner personally obligated to pay any delinquent Installment or late charge, or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Elements or other portion of the Area of Common Responsibility or by abandonment of his Unit.

9.2 Notice of Delinquent Assessment.

If any installment of an assessment is not paid within thirty (30) days after its due date, the Board may mail notice of delinquent assessment to the Owner and to each first Mortgagor of the Unit. The notice shall specify: (a) the amount of assessments and other sums due; (b) a description of the Unit against which the lien is imposed; (c) the name of the record Owner of the Unit; (d) the fact that the installment is delinquent; (e) the action required to cure the default; (f) the date, not less than thirty (30) days from the date the notice is mailed to the Owner, by which such default must be cured; and (g) that failure to cure the default on or before the date specified in the notice may result in acceleration of the balance of the installments of such assessment for the then-current Fiscal Year and sale of the Unit. The notice shall further inform the Owner of his right to cure after acceleration. If the delinquent installment of assessments and any charges thereon are

EXHIBIT 2

20050926-0000430

Fee: \$17.00 RPTT. \$2,524.50
N/C Fee: \$0.00

A.P. N.: 176-36-212-049
R.P.T.T.: \$2,524.50

Escrow #05-08-0645-LDS

Mail tax bill to and when recorded mail to:
Noe Alcala
5790 Magini Avenue
Las Vegas, NV 89141

31Q
④
09/26/2005 09:00:05
T20050926-0000430
Requestor:
NEVADA TITLE COMPANY
Frances Deane SOL
Clark County Recorder Pgs: 4

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That Russell L. Mason and Dale L. Mason, husband and wife as joint tenants, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell and Convey to Noe Alcala, a married man, as his sole and separate property, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A".

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any;
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 26th day of
August, 2005

Russell L. Mason

Dale L. Mason

State of NEVADA }
County of Clark } ss:

This instrument was acknowledged before me on August 26th, 2005
by Russell L. Mason and Dale L. Mason

Dunisley San Juan
NOTARY PUBLIC, Dunisley San Juan
My Commission Expires: 12/11/08

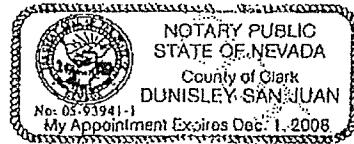


EXHIBIT "A"

PARCEL ONE (1):

LOT ONE HUNDRED TWENTY-EIGHT (128) IN BLOCK "A" OF SETONA UNIT NO. I AT SOUTHERN HIGHLANDS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 99, OF PLATS, PAGE 56, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS, EGRESS AND OF USE AND ENJOYMENT IN TO AND OVER THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SOUTHERN HIGHLANDS, RECORDED JANUARY 6, 2000 IN BOOK 20000106 AS DOCUMENT NO. 01678 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTEnant TO PARCEL ONE (1).

State of Nevada**Declaration of Value**

1. Assessor Parcel Number(s)

a) 176-36-212-049
 b)
 c)
 d)

36

2. Type of Property:

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

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

3. Total Value/Sales Price of Property

\$495,000.00

Deed in Lieu of Foreclosure Only (value of property)

\$495,000.00

Transfer Tax Value:

\$495,000.00

Real Property Transfer Tax Due

\$2,524.50

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred:

100%

The undersigned declare(s) 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, 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 owned.

Signature: Russell L. Mason Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: Russell L. Mason
 Address: 5790 Magini Ave.
 City/State/Zip: Las Vegas, NV 89141

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Noe Alcala
 Address: 5790 Magini Ave.
 City/State/Zip: Las Vegas, NV 89141

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

Print Name: Nevada Title Company Esc. #: 05-08-0645-LDS
 Address: 10000 W Charleston Blvd #180
 City: Las Vegas State: NV Zip: 89135

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

0430

EXHIBIT 3

FULLER JENKINS CLARKSON

2300 W. SAHARA AVENUE, SUITE 950, BOX 33
LAS VEGAS, NV 89102
TELEPHONE (702) 450-8710
FACSIMILE (702) 442-0779

CRAIG D. FULLER • ▲•

ERIK C. JENKINS •

ADAM H. CLARKSON • ▲† ▷

KELLIE A. WRIGHT •

KAREN L. WISHNEV • ▽

NATHALIE BEN-DAVID • □

GARY S. MELTON ▲

JEFFREY S. HERMAN •

JOSEPH M. PEARS •

JAMES B. FAIRBANKS ▲ □

• Admitted in Arizona

▲ Admitted in California

† Admitted in Florida

▽ Admitted in Louisiana

▲ Admitted in Nevada

▷ Admitted in South Carolina

□ Admitted in Washington

FULLERTON OFFICE
110 E. WILSHIRE AVENUE, SUITE 501
FULLERTON, CALIFORNIA 92832
TELEPHONE: (714) 449-9100
FACSIMILE: (714) 449-1577

SAN DIEGO OFFICE
11975 EL CAMINO REAL, SUITE 200
SAN DIEGO, CALIFORNIA 92130
TELEPHONE: (858) 450-4050
FACSIMILE: (858) 450-4051

RENO OFFICE
9190 DOUBLE DIAMOND PARKWAY
RENO, NEVADA 89521
TELEPHONE: (775) 322-0300
FACSIMILE: (702) 442-0779

RESPOND TO:
LAS VEGAS OFFICE

February 05, 2013

Via U.S. Regular & Certified Mail

Noe Alcala
5790 Magini Avenue
Las Vegas, NV 89141

NOTICE OF DELINQUENT ASSESSMENT LIEN

Subject Property:	5790 Magini Avenue
Association/Original Creditor:	Southern Highlands Community Association
Owner/Debtor	Noe Alcala
Amount Owed:	\$1,136.77

If the amount owed is not paid in full within thirty (30) days a "Notice of Default and Election to Sell" may be filed against the Subject Property and fees & costs of approximately \$805.80 may be added to the amount owed.

To: Noe Alcala
Date: February 05, 2013
Page: 2 of 2

Dear Noe Alcala:

Southern Highlands Community Association has turned your account over to Fuller Jenkins Clarkson for non-payment of your assessments. A Notice of Delinquent Assessment (Lien) has been recorded against your property and is attached. Information regarding your community association obligations can be found in your Covenants, Conditions & Restrictions (CC&R's) which were signed for and acknowledged by you upon your property's close of escrow. The total amount due through February 05, 2013 is \$1,136.77 including collection fees and costs. This amount includes delinquent assessments, attorney's fees, collection costs and any other sums due.

Fair Debt Collection Practices Act (FDCPA) Disclosure

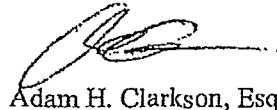
Unless you, within thirty days after receipt of this notice, dispute the validity of this debt, or any portion thereof, the debt will be assumed to be valid. If you notify us in writing within 30 days that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you. Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

Fuller Jenkins Clarkson is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Please contact our office or remit payment to the Las Vegas office listed above to avoid further collection action.

Very Truly Yours,

FULLER JENKINS CLARKSON



Adam H. Clarkson, Esq.

When Recorded, Mail To:

Southern Highlands Community Association
c/o Fuller Jenkins Clarkson
2300 W. Sahara Avenue, Suite 950, Box 33
Las Vegas, NV 89102
A.P.N. No: 176-36-212-049
T.S. No: SH0004

NOTICE OF DELINQUENT ASSESSMENT LIEN

Notice is hereby given in accordance with and pursuant to Nevada Revised Statutes 116 and the provisions of the Association's declaration of Covenants, Conditions and Restrictions (CC&Rs) specifically, but not limited to, the CC&Rs recorded as instrument number 20000106-01678 in the official records of Clark County, Nevada, that Southern Highlands Community Association claims a lien against the following property.

Said property is commonly known as 5790 Magini Avenue, Las Vegas, NV 89141- and legally described as: SETONA UNIT #1 AT SOUTHERN
HIGHLANDS
PLAT BOOK 99 PAGE 56
LOT 128 BLOCK A
SEC 36 TWP 22 RNG 60 in the County of Clark.

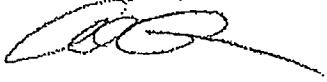
The reputed owner(s) as reflected on public record is (are): Noe Alcala

Mailing Address(es) is (are):

Noe Alcala
5790 Magini Avenue
Las Vegas, NV 89141

The total amount owing and unpaid through today's date is \$1,136.77. This amount may include assessments, special assessments, late fees, interest, attorney's fees, collection costs and any other related sums due. Said amount will continue to increase subsequent to the date of this notice at the regular rate of accrual. Any fine portion included in this notice, if applicable, will not be foreclosed upon. *Fuller Jenkins Clarkson is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.*

Dated: February 05, 2013



By: Adam H. Clarkson, Esq. of Fuller Jenkins Clarkson, Attorney for Southern Highlands Community Association

STATE OF NEVADA

COUNTY OF CLARK

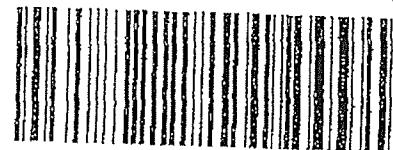
On February 05, 2013, before me the undersigned Notary Public in and for the said county, personally appeared Adam H. Clarkson, Esq., personally known to me, or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes mentioned within,



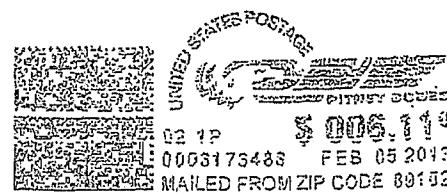

NOTARY PUBLIC

卷之三

Fuller Jenkins Clarkson
2300 W. Sahara Ave., Ste. 950
Las Vegas, Nevada 89102



7011 3500 0003 5828 4283



Noe Alcala
5790 Magini Drive
Las Vegas, NV 89141

77.2500

REF ID : A991-06-1-11-00-024448
A RETURN TO SERVICE
UNCLASSED
UNABLE TO DETERMINE
SCI 89102436923

EXHIBIT 4

Inst #: 201303150001278
Fees: \$19.00
N/C Fee: \$0.00
03/15/2013 11:38:54 AM
Receipt #: 1535793
Requestor:
DOCUMENT PROCESSING
SOLUTIO
Recorded By: DHG Pgs: 3
DEBBIE CONWAY
CLARK COUNTY RECORDER

When Recorded, Mail To:

Southern Highlands Community Association
c/o Fuller Jenkins Clarkson
2300 W. Sahara Avenue, Suite 950, Box 33
Las Vegas, NV 89102

A.P.N. No 176-36-212-049

T.S. No: SH0004

Title Order No. 7852382

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER NOTICE
OF DELINQUENT ASSESSMENT (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!** IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU
ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you
may have the legal right to bring your account in good standing by paying all your past due payments plus
permitted costs and expenses within the time permitted by law for reinstatement of your account. No sale
date may be set until ninety (90) days from the date this notice of default was recorded and/or mailed to you.
The total amount due as of March 13, 2013 is \$1,774.24 and will continue to increase at the regular rate of
accrual of your assessments, special assessments, late fees & interest until your account is brought current.

NOTICE IS HEREBY GIVEN THAT: Fuller Jenkins Clarkson, is the duly appointed Trustee/Attorney
authorized by the Association to record the Notice of Delinquent Assessment obligations and enforce the lien
by sale on behalf of Southern Highlands Community Association ("Association"), pursuant to the terms
contained in the Declaration of Covenants, Conditions and Restrictions (CC&Rs), recorded in the office of
the Recorder of Clark County, Nevada, specifically, but not limited to, the CC&Rs recorded as instrument
number 20000106-01678 and any and all amendments or annexations or record thereto, describing the land
therein. That the beneficial interest under said Notice of Delinquent Assessment is presently held by the
Association. That a breach of, and default in, the obligation for which said Covenants, Conditions and
Restrictions as security has occurred in that the payments(s) have not been made of: periodic assessments,
less credits and offsets, plus any late charges, interest, fees, charges, collections costs, trustees fees,
attorney's fees, and any other sums, if any.

That by reason thereof, the present Association under such Covenants, Conditions and Restrictions, has
executed and delivered to said Trustee/Attorney, a written Declaration and Demand for Sale, and has
deposited with said duly appointed Trustee/Attorney, such Covenants, Conditions and Restrictions and all
documents evidencing the obligations secured thereby, and has declared and does hereby declare all sums
secured thereby immediately due and payable and has elected and does hereby elect to cause the herein
described property, liened by said Association, to be sold to satisfy the obligation secured thereby.

THIS NOTICE is given pursuant to N.R.S 116 and pursuant to the Notice of Delinquent Assessment, recorded on February 13, 2013, as document/instrument number 201302130001052 of the official records in the office of the Recorder of Clark County, State of Nevada and more completely described in said Notice of Delinquent Assessment. Owner: Noe Alcala, Property Address: 5790 Magini Avenue Las Vegas, NV 89141, Legal Description: SETONA UNIT #1 AT SOUTHERN HIGHLANDS
PLAT BOOK 99 PAGE 56
LOT 128 BLOCK A
SEC 36 TWP 22 RNG 60 in the County of Clark

Upon your request, our office on behalf of Southern Highlands Community Association ("Association") will provide you with a written itemization of the entire amount you must pay. You and your Association may mutually agree in writing prior to the foreclosure sale to, among other things, 1) provide additional time in which to cure the default by transfer of the property or otherwise; 2) establish a schedule of payments in order to cure your default; or both (1) and (2). Following the expiration of the time period previously referred to, unless a separate written agreement between you and the Association permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your Association.

While your property is in foreclosure proceedings, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage, or as required under your Covenants, Conditions and Restrictions. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by your note and deed of trust or mortgage, or as required under your Covenants Conditions and Restrictions, Southern Highlands Community Association ("Association") may insist that you do so in order to reinstate your account in good standing. In addition, the Association may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes and hazard insurance premiums.

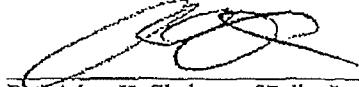
Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, contact the following Trustee/Attorney who has been authorized by the Association to enforce its lien by sale: Fuller Jenkins Clarkson on behalf of Southern Highlands Community Association, 2300 W. Sahara Avenue, Suite 950, Box 33, Las Vegas, NV 89102. (702) 450-8710.

Fuller Jenkins Clarkson is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

**REMEMBER, YOU MAY LOSE YOUR LEGAL RIGHTS IF YOU DO
NOT TAKE PROMPT ACTION**

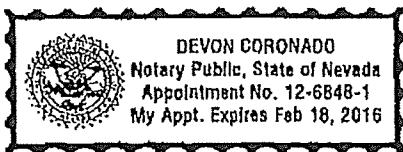
Dated: March 13, 2013



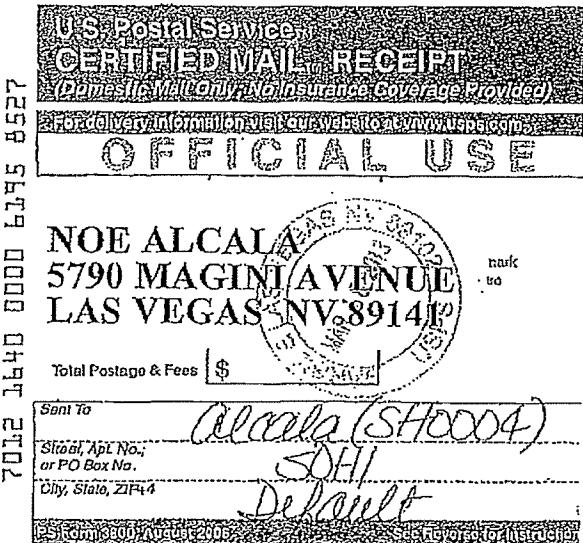
By: Adam H. Clarkson of Fuller Jenkins Clarkson, Attorney for and on behalf of Southern Highlands Community Association

STATE OF NEVADA
COUNTY OF CLARK

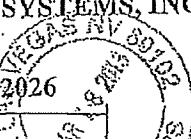
On March 13, 2013, before me the undersigned Notary Public in and for the said county, personally appeared Adam H. Clarkson, personally known to me, or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes mentioned within.

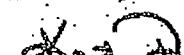


Devon Coronado
NOTARY PUBLIC



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>[Signature]</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by <i>(Printed Name)</i></p> <p>C. Date of Delivery <i>03/20/11</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>NOE ALCALA 5790 MAGINI AVENUE LAS VEGAS NV 89141</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number <i>(Transfer from service label)</i></p> <p>7012 1640 0000 6195 8527</p>			
PS Form 3811, February 2004		Domestic Return Receipt	
		102695-02-M-1	

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only. No Insurance Coverage Provided)	
SEARCHABLE AUTOMATIC MAIL CENTER	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE P.O. BOX 2026 FLINT MI 48501-2026	
Restricted Delivery Fee (Endorsement Required)	<input type="checkbox"/>
Total Postage & Fees	\$ <input type="text"/>
 mark to	
Sent To: <i>Alcala (SHODA)</i> <i>SOFT</i> <i>DeReelt</i>	
Street, Apt. No. or PO Box No.	
City, State, ZIP+4	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the envelope, or on the front if space permits. 		<p>A. Signature X </p> <p>B. Received by <input checked="" type="checkbox"/> Printed Name Karen Richardson <input type="checkbox"/> Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE P.O. BOX 2026 FLINT MI 48501-2026</p>			
<p>2. Article Number: (Transfer from service label)</p> <p>: 7012 4640 0000 6195 8510</p>			

PS Form 3811, February 2004

Domestic Flotum Receipt

**U.S. Postal Service
CERTIFIED MAIL RECEIPT**
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

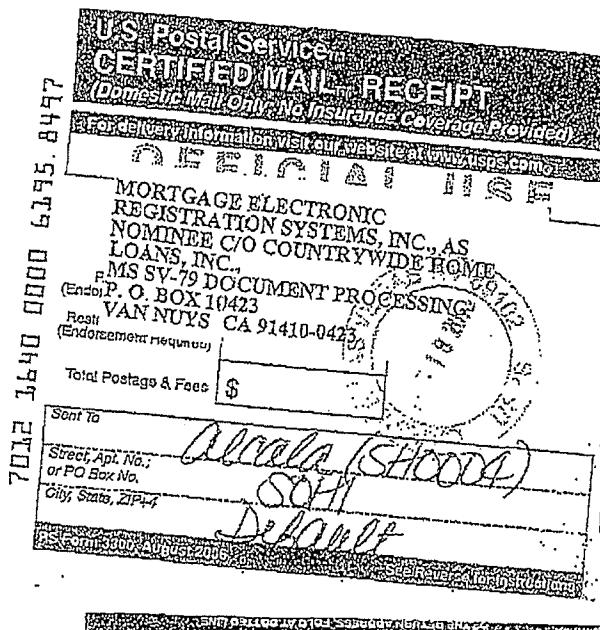
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE
C/O COUNTRYWIDE HOME LOANS, INC.
P.O. BOX 10219
VAN NUYS CA 91410-0219

Total Postage & Fees \$ [Redacted]

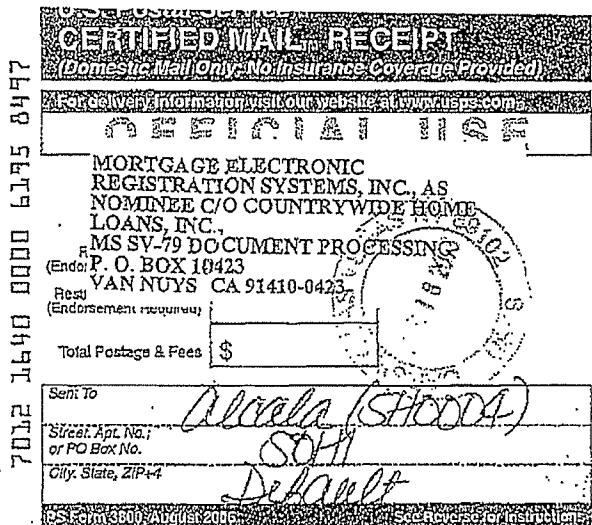
Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP44
[Redacted]
Signature: *Alcala (SH/04)*
Initials: *SOH*
Delivery: *DeVault*

PS Form 3800, August 2000
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature: <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received By (Printed Name): <i>J.C. IS</i> <input type="checkbox"/> O. Date of Deliv: <i>21-2-2013</i></p> <p>C. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>D. If YES, enter delivery address below: <i>1410 USPS</i></p> <p>E. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC. P.O. BOX 10219 VAN NUYS CA 91410-0219</p>		<p>2. Article Number: <i>7012 1640 0000 6195 8503</i></p>	
PS Form 3811, February 2004		Domestic Return Receipt	



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC., MS SV-79 DOCUMENT PROCESSING P. O. BOX 10423 VAN NUYS CA 91410-0423</p>		<p>7012 1640 0000 6195 8497</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

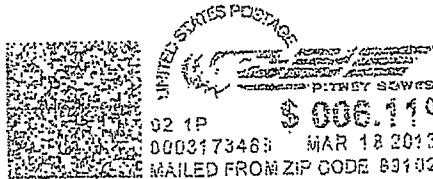


CERTIFIED MAIL

Fuller Jenkins Clarkson
2300 W. Sahara Ave., Ste. 950
Las Vegas, Nevada 89102



7012 1640 0000 6195 8497

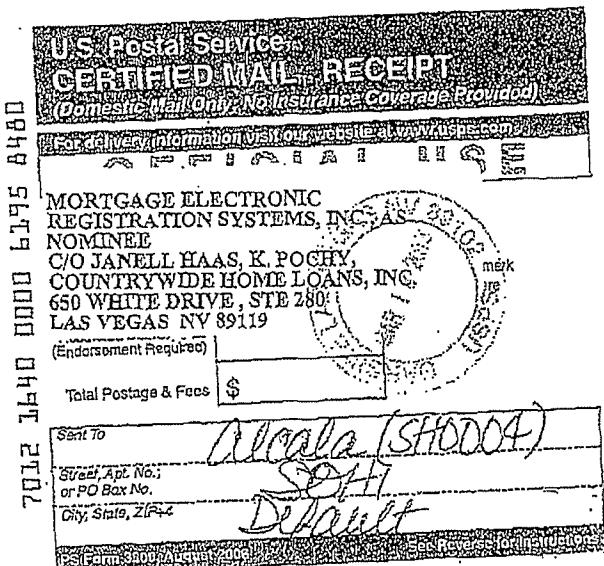


MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE C/O COUNTRYWIDE HOME
LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P. O. BOX 10423
VAN NUYS CA 91410-0423

NINIS 917 DE 1 09 03/22/13
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD
AC: 189101436922 46694-00/04-15-44

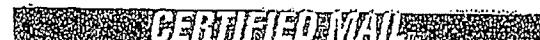
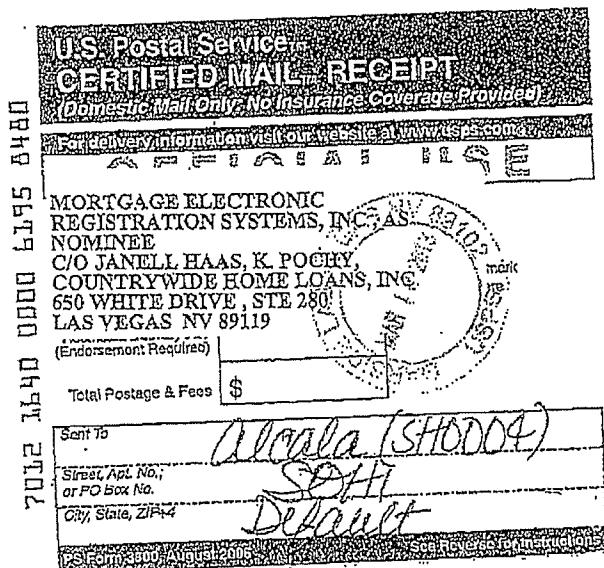
81416512234550

Hold him! Hold him! Hold him! Hold him!



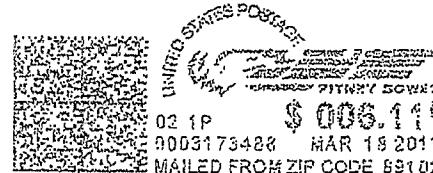
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
1. Article Addressed to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O JANELL HAAS, K. POCHY, COUNTRYWIDE HOME LOANS, INC. 650 WHITE DRIVE, STE 280 LAS VEGAS NV 89119		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
2. Article Number <i>(Transfer from service label)</i>		7012 1640 0000 6195 8480	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1640



Fuller Jenkins Clarkson
2300 W. Sahara Ave., Ste. 950
Las Vegas, Nevada 89102

7012 1640 0000 6195 8480



MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC. AS
NOMINEE
C/O JANELL HAAS, K. POCHY,
COUNTRYWIDE HOME LOANS, INC.
650 WHITE DRIVE, STE 280
LAS VEGAS NV 89119

NEXIE 891 DE 1 00 03/19/13

RETURN TO SENDER
REFUSED
UNABLE TO FORWARD

BC: 89102436925 *0694-00753-18-44

89102436925

00000000000000000000000000000000

CERTIFIED MAIL RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit www.usps.com

OFFICIAL USE

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE
C/O TAX DEPARTMENT SV3-24
450 AMERICAN STREET
SIMI VALLEY CA 93065

Total Postage & Fees \$

Postage & Fees Paid
SERTIFIED MAIL RECEIVED
Simi Valley, CA
August 2006

Alcalde (SH0004)
SERTIFIED
De Lavey

FPM-1000, August 2006 See Reverse for Instructions

Fuller Jenkins Clarkson
2300 W. Sahara Ave., Ste. 950
Las Vegas, Nevada 89102



2012 4640 0000 6195 8473

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE
C/O TAX DEPARTMENT SV3-24
450 AMERICAN STREET
SIMI VALLEY CA 93065

CERTIFIED MAIL RECEIPT
 Domestic Mail Only. No Insurance Coverage Provided
 For delivery information visit usps.com

OFFICIAL USE

MORTGAGE ELECTRONIC
 REGISTRATION SYSTEMS, INC., AS
 NOMINEE
 C/O TAX DEPARTMENT SV3-24
 450 AMERICAN STREET
 SIMI VALLEY CA 93065

Total Postage & Fees \$

Sent To	Alcalde (SH0004)
Street, Apt. No. or PO Box No.	SOH
City, State, ZIP+4	Default

PS Form 1800, August 2000
 See Related Forms Instructions

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type <input checked="" type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O TAX DEPARTMENT SV3-24 450 AMERICAN STREET SIMI VALLEY CA 93065</p>		<p>2. Article Number 7012 1640 0000 6195 8473</p> <p>(Transfer from service label)</p>	

Domestic Return Receipt 102595-02-M-1540

U.S. POSTAGE SERVICE
CERTIFIED MAIL - RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

OFFICIAL USE



MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
1901 E VOORHEES STREET,
"SUITE C"
DANVILLE IL 61834

Total Postage & Fees \$ [Redacted]

Sent To *Alcala (SH0004)*
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4 *SOH
Default*

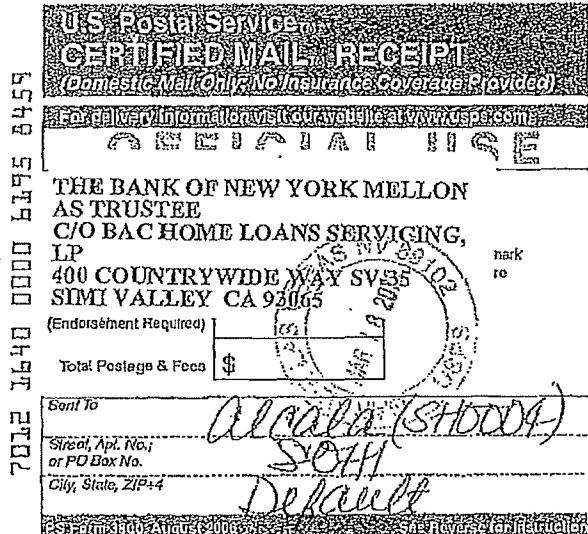
7012 1640 0000 6195 8466

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Famile J. R.</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>MAR 21 2013</i> <input type="checkbox"/> Return Receipt</p> <p>C. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 1901 E VOORHEES STREET, SUITE C DANVILLE IL 61834</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> S.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7012 1640 0000 6195 8466</p>			

PS Form 3811, February 2004.

Domestic Return Receipt

102695-02-M-1

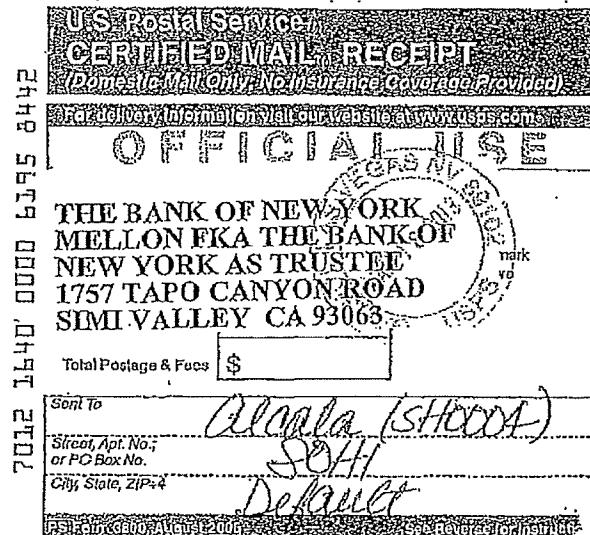


SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>DAVID Quintanilla</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>✓</i> C. Date of Delivery <i>MAR 22 2012</i></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: <i>5012 1640 0000 6195 8459</i></p> <p>E. Service Type <i>✓ 2012</i> <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
1. Article Addressed to:	THE BANK OF NEW YORK MELLON AS TRUSTEE C/O BAC HOME LOANS SERVICING, LP 400 COUNTRYWIDE WAY SV-35 SIMI VALLEY CA 93065		
2. Article Number (Transfer from service label)	7012 1640 0000 6195 8459		

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-II

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

THE BANK OF NEW YORK
MELLON FKA THE BANK OF
NEW YORK AS TRUSTEE
1757 TAPO CANYON ROAD
SIMI VALLEY CA 93063

COMPLETE THIS SECTION ON DELIVERY

A. Signature *DAVID Quintana* Agent Address

B. Received by (Printed Name) *SOH* C. Date of Delivery
20 MAR 2013

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below. No

3. Service Type *Certified Mail* Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number:

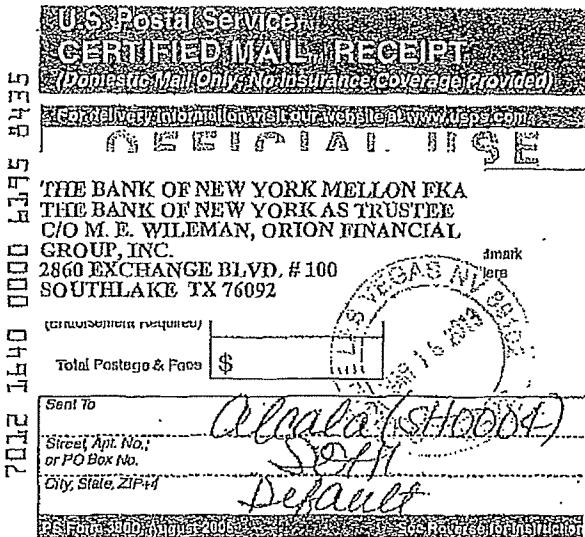
(Transfer from service label)

7012 1640 0000 6195 8442

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Clarie Curtis</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by / Printed Name <i>Clarie CURTIS 3/20/13</i></p> <p>C. Date of Delivery <i>3/20/13</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
1. Article Addressed to: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE C/O M. E. WILEMAN, ORION FINANCIAL GROUP, INC. 2860 EXCHANGE BLVD. # 100 SOUTHLAKE TX 76092		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
2. Article Number (Transfer from service label) 7012 1640 0000 6195 8435			

PS Form 3811, February 2004

Domestic Return Receipt

10295-02-M-1

E

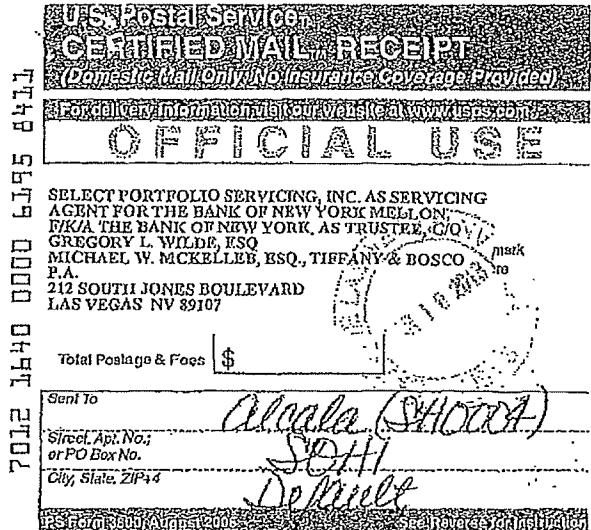
U.S. Postal Service CERTIFIED MAIL RECEIPT <small>(Domestic Mail Only) No Insurance Coverage Provided</small>	
For delivery information, please visit www.usps.com	
7012 1640 0000 6195 8428	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC. 4500 PARK GRANADA (CALABASAS CA 91302-1613)	
<input type="checkbox"/> <small>Delivery Fee (Endorsement Required)</small>	
<input type="checkbox"/> <small>Total Postage & Fees \$</small>	
<i>Bent To:</i> Alcalde (SH0004) <small>Street, Apt. No.; or PO Box No. City, State, ZIP+4</small> <i>SPH/H</i> <i>DeMolit</i>	
<small>PS Form 3811, February 2004. See reverse for instructions.</small>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X J. Pinkston B. Received by (Printed Name) SPH/H C. Date of Delivery MAR 20 2004	
1. Article Addressed to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC. 4500 PARK GRANADA (CALABASAS CA 91302-1613)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <small>If YES, enter delivery address below:</small> <input type="checkbox"/> No	
2. Article Number <small>(Transfer from service label)</small>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
		7012 1640 0000 6195 8428	

PS Form 3811, February 2004.

Domestic Return Receipt

102505-02-M-1



SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY CARD	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>K. A. DeRelle</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) <i>K. A. DeRelle</i></p> <p>C. Date of Delivery <i>3/19/19</i></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <i>SOHI DeRelle</i></p>	
<p>1. Article Addressed to:</p> <p>SELECT PORTFOLIO SERVICING, INC. AS SERVICING AGENT FOR THE BANK OF NEW YORK MELLON, F/K/A THE BANK OF NEW YORK, AS TRUSTEE, C/O GREGORY L. WILDE, ESQ. MICHAEL W. MCKELLEE, ESQ., TIFFANY & BOSCO P.A. 212 SOUTH JONES BOULEVARD LAS VEGAS NV 89107</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7012 1640 0000 6195 8431</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102605-02-M-1

**U.S. POSTAL SERVICE
CERTIFIED MAIL RECEIPT
(Domestic Mail Only) No Insurance Coverage Provided**

STANDARD Delivery Information on Website: www.usps.com

OFFICIAL USE

SETONA HOMEOWNERS
ASSOCIATION
C/O MESA MANAGEMENT
9512 W FLAMINGO RD # 102
LAS VEGAS NV 89147

Total Postage & Fees \$ [REDACTED]

Sent To Alcalde (S40004)

Street, Apt. No.
or P.O. Box No. SDHI

City, State, ZIP+4 Desert Shores

PS Form 3811, April 2004 See Reverse for instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature [Signature] <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) [REDACTED] C. Date of Deliv 3-19</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
1. Article Addressed to:	[REDACTED] SETONA HOMEOWNERS ASSOCIATION C/O MESA MANAGEMENT 9512 W FLAMINGO RD # 102 LAS VEGAS NV 89147		
2. Article Number (Transfer from service label)	7012 1640 0000 6195 8404		
PS Form 3811, February 2004		Domestic Return Receipt	
		102695-02-M-1	

EXHIBIT 5

Inst #: 201308120000393
Fees: \$18.00
N/C Fee: \$0.00
08/12/2013 09:15:10 AM
Receipt #: 1728877
Requestor:
DOCUMENT PROCESSING
SOLUTIO
Recorded By: ANI Pgs: 2
DEBBIE CONWAY
CLARK COUNTY RECORDER

When Recorded, Mail To:

Southern Highlands Community Association
c/o Fuller Jenkins Clarkson
2300 W. Sahara Avenue, Suite 950, Box 33
Las Vegas, NV 89102
(702) 450-8710

A.P.N. No 176-36-212-049
T.S. No: SH0004
7852382

NOTICE OF TRUSTEE/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
Southern Highlands Community Association C/O Fuller Jenkins
Clarkson AT (702) 450-8710 or (775) 322-0300. IF YOU NEED
ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF
THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION,
AT (877) 829-9907 IMMEDIATELY.**

YOU ARE IN DEFAULT UNDER A NOTICE OF DELINQUENT ASSESSMENT (LIEN) DATED February 13, 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 Fuller Jenkins Clarkson as duly appointed Trustee under and pursuant to the Notice of Delinquent Assessment, recorded on February 13, 2013 as Instrument No. 201302130001052 of the official records in the Office of the Recorder of Clark County, Nevada, property purportedly owned by Noe Alcala as of the date of recording of said lien WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH, CASHIER'S CHECK/CASH EQUIVALENT (payable at time of sale in lawful money of the United States) on 9/6/2013 at 10:00am and at the front entrance to The Nevada Legal News located at 930 South Fourth Street, Las Vegas, NV 89101 all right, title and interest under said Notice of Delinquent Assessment in the property situated in Clark County and commonly known as: Noe Alcala, 5790 Magini Avenue Las Vegas, NV 89141. Said property is legally described as SETONA UNIT #1 AT SOUTHERN HIGHLANDS PLAT BOOK 99 PAGE 56 LOT 128 BLOCK A SEC 36 TWP 22 RNG 60. APN No.: 176-36-212-049.

The claimant, Southern Highlands Community Association under said Notice of Delinquent Assessment heretofore executed and delivered to the undersigned a written Declaration of Default and Demand for Sale and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located and more than ninety (90) days have elapsed since the recordation and mailing of such Notice. The said Notice of Default and Election to Sell the described property was recorded on March 15, 2013 as instrument number 201303150001278 in the official records of Clark County.

The undersigned Attorney/Trustee disclaims any liability for incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied regarding, but not limited to, title, possession, encumbrances, or obligations to satisfy any secured or unsecured liens. The estimated amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, fees, expenses and advances at the time of the initial publication of the Notice of Sale is \$3,646.77. The aforementioned balance includes the cost of recording the Release of Notice of Delinquent Assessment (not a fee, but a cost to be incurred at the time of recording) which recording will occur once the amount due is collected.

Payment must be in cash or a cashier's check drawn on a state or national bank, check drawn on state or federal savings and loan association, savings association or savings bank, authorized to do business in the State of Nevada.

Fuller Jenkins Clarkson is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

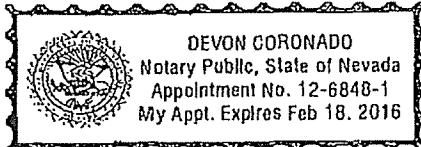
SALES INFORMATION
Priority Posting & Publishing: 714-573-7777; Priorityposting.com

Dated: July 27, 2013

By: Adam H. Clarkson, Esq., Fuller Jenkins Clarkson, as authorized Attorney for and on behalf of Southern Highlands Community Association

STATE OF NEVADA
COUNTY OF CLARK

On July 27, 2013, before me the undersigned Notary Public in and for the said county, personally appeared Adam H. Clarkson, personally known to me, or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes mentioned within.




NOTARY PUBLIC

AFFP
P1055263

Affidavit of Publication

STATE OF NEVADA) SS
COUNTY OF CLARK }

I, Rosalie Qualls state:

That I am Assistant Operations Manager of the Nevada Legal News, a daily newspaper of general circulation, printed and published in Las Vegas, Clark County, Nevada; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

Aug 16, 2013
Aug 23, 2013
Aug 30, 2013

That said newspaper was regularly issued and circulated on those dates. I declare under penalty of perjury that the foregoing is true and correct.

DATED: Aug 30, 2013

Rosalie Qualls

A.P.N. No 176-36-212-049 T.S. No: SH0004 NOTICE OF TRUSTEE/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 Southern Highlands Community Association C/O Fuller Jenkins Clarkson AT (702) 450-8710 or (775) 322-0300. IF YOU NEED ASSISTANCE, PLEASE CALL THE FORECLOSURE SECTION OF THE OMBUDSMAN'S OFFICE, NEVADA REAL ESTATE DIVISION, AT (877) 829-9907 IMMEDIATELY. YOU ARE IN DEFAULT UNDER A NOTICE OF DELINQUENT ASSESSMENT (LIEN) DATED 2/13/2013. 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 Fuller Jenkins Clarkson as duly appointed Trustee under and pursuant to the Notice of Delinquent Assessment, recorded on February 13, 2013 as instrument No. 201302130001052 of the official records in the Office of the Recorder of Clark County, Nevada, property purportedly owned by Noe Alcala as of the date of recording of said lien WILL SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH, CAHIER'S CHECK/CASH EQUIVALENT (payable at time of sale in lawful money of the United States) on 9/6/2013 at 10:00 am and at the front entrance to The Nevada Legal News located at 930 So. Fourth St., Las Vegas, NV 89101 all right, title and interest under said Notice of Delinquent Assessment in the property situated in Clark County and commonly known as: 5790 Megini Avenue, Las Vegas, NV 89141 Said property is legally described as SETONA UNIT #1 AT SOUTHERN HIGHLANDS PLAT BOOK 99 PAGE 66 LOT 128 BLOCK A SEC 36 TWP 22 RNG 60. APN No.: 178-36-212-049. The claimant, Southern Highlands Community Association under said Notice of Delinquent Assessment hereinafter executed and delivered to the undersigned a written Declaration of Default and Demand for Sale and a written Notice of Default and Election to Sell. The undersigned caused said Notice to Default and Election to Sell to be recorded in the county where the real property is located and more than ninety (90) days have elapsed since the recording and mailing of such Notice. The said Notice of Default and Election to Sell the described property was recorded on March 15, 2013 as instrument number 201303150001278 in the official records of Clark County. The undersigned Attorney/Trustee disclaims any liability for incorrectness of the street address and other common designation, if any, shown herein. Said sale will be made, but without covenant or warranty, expressed or implied regarding, but not limited to, title, possession, encumbrances, or obligations to satisfy any secured or unsecured items. The estimated amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, fees, expenses and advances at the time of the initial publication of the Notice of Sale is \$3,646.77. The aforementioned balance includes the cost of recording the Release of Notice of Delinquent Assessment (not a fee, but a cost to be incurred at the time of recording) which recording will occur once the amount due is collected. Payment must be in cash or a cashier's check drawn on a state of national bank, check drawn on state or federal savings and loan association, savings association or savings bank, authorized to do business in the State of Nevada. Fuller Jenkins is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose. Dated: July 27, 2013 By: Adam H. Clarkson, Esq., Fuller Jenkins Clarkson as authorized Attorney for and on behalf of Southern Highlands Community Association 2300 W. Sahara Avenue, Suite 1130, Box 33 Las Vegas, NV 89102 (702) 450-8710 P1055263 8/18, 8/23, 08/30/2013

04107370 00356760

PRIORITY POSTING & PUBLISHING-2013
17501 IRVINE BLVD. SUITE 1
TUSTIN, CA 92780

Priority Posting & Publishing
Order # P1055263
TS # SH0004

AFFIDAVIT OF SERVICE

State of Nevada)
County of Clark)

I, Ryan Kronbetter, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

I served **Noe Alcala** with a copy of the Notice of Sale, on 8/13/2013 at approximately 4:44 PM, by:

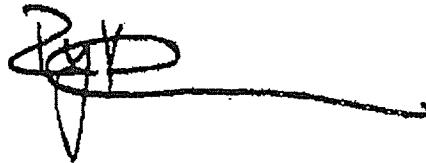
Attempting to personally serve the person(s) residing at the property, however no one answered the door. I thereafter posted a copy of the Notice of Sale on the property in the manner prescribed pursuant to NRS 116.311635, in a conspicuous place on the property, which is located at:

5790 Magini Avenue
Las Vegas NV 89141

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

Dated 8/13/2013

Nevada Legal Support Services LLC



Ryan Kronbetter, 2520342
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

NVLSS ID# 455157 58
COUNTY OF SERVICE: CLARK
SERVER: Ryan Kronbetter

Priority Posting & Publishing
Order # P1055263
TS # SH0004

AFFIDAVIT OF POSTING NOTICE OF SALE

State of Nevada)
County of Clark)

I, Jessica Pruett, state:

That at all times herein I have been a citizen of the United States, over 18 years of age, and am not a party to, or interested in, the proceeding in which this affidavit is made.

On 8/13/2013, I posted a copy of the Notice of Sale pursuant to NRS 116.311635, concerning Sale SH0004, in a public place in the county where the property is situated, to wit:

NEVADA LEGAL NEWS, 930 S FOURTH ST, LAS VEGAS
CLARK COUNTY COURTHOUSE, 200 LEWIS ST, LAS VEGAS
CLARK COUNTY BUILDING, 309 S THIRD ST, LAS VEGAS

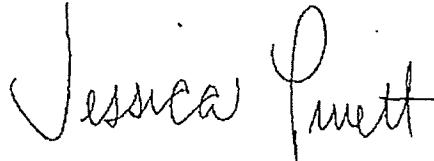
The purported owner and address of the property contained in the Notice of Sale being:

Noe Alcala, 5790 Magini Avenue, Las Vegas NV 89141.

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

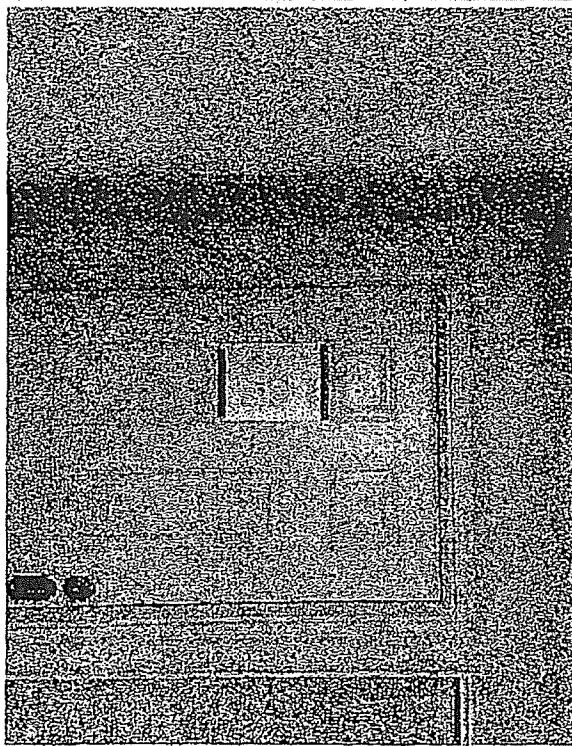
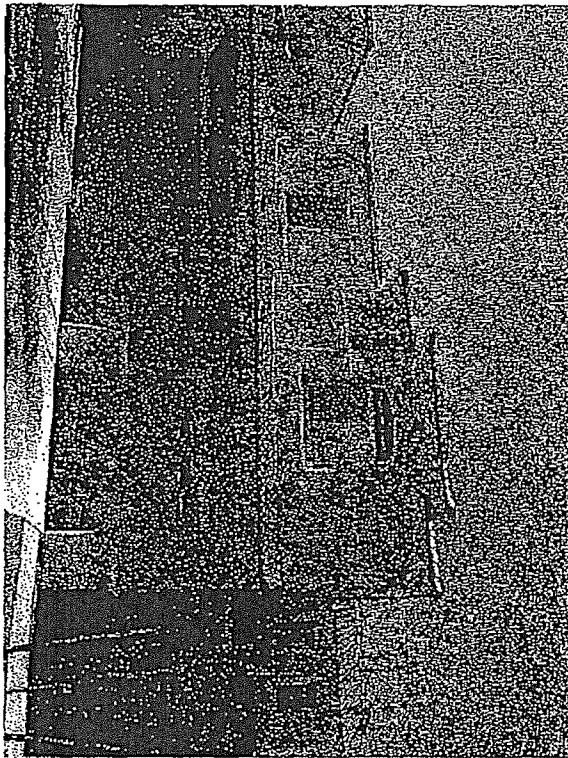
Dated 8/13/2013

Nevada Legal Support Services LLC



Jessica Pruett
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747
NV License #1711

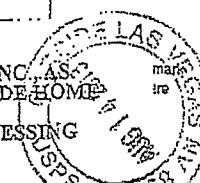
NVLSS ID# 455157 58
COUNTY OF SERVICE: CLARK
SERVER: Jessica Pruett
FULLER JENKINS



Photos taken by: Ryan Kronbutter County: CLARK 36
Photo Date: 8/13/2013 Time: 4:44 PM NLN ID# 455157 Page 1 of 1
Primary Borrower: Noe Alcala
Property Address: 5790 Magini Avenue, Las Vegas NV 89141

Nevada Legal Support Services LLC
930 S. 4th Street, Suite 200
Las Vegas, NV 89101
(702) 382-2747 NV. Lic. #1711

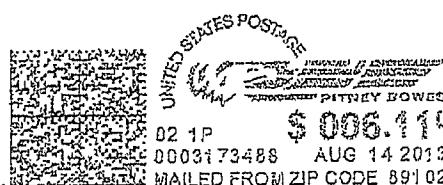
Priority Posting & Publishing Order # P1055263 TS#SH0004

CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only. No Insurance Coverage Provided)</i>	
For latest information visit our website: www.usps.com	
OFFICIAL USE	
Postage	S
<p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS- NOMINEE C/O COUNTRYWIDE HOME LOANS, INC., MS SV-79 DOCUMENT PROCESSING P. O. BOX 10423 VAN NUYS CA 91410-0423</p> 	
<p><i>Send To:</i> Nicola <i>Street, Apt. No. or PO Box No.</i> <i>City, State, ZIP+4</i> </p>	

Fuller Jenkins Clarkson
2300 W. Sahara Avenue, Suite 950
Box 33
Las Vegas, NV 89102



2032 3460 0000 2797 7180



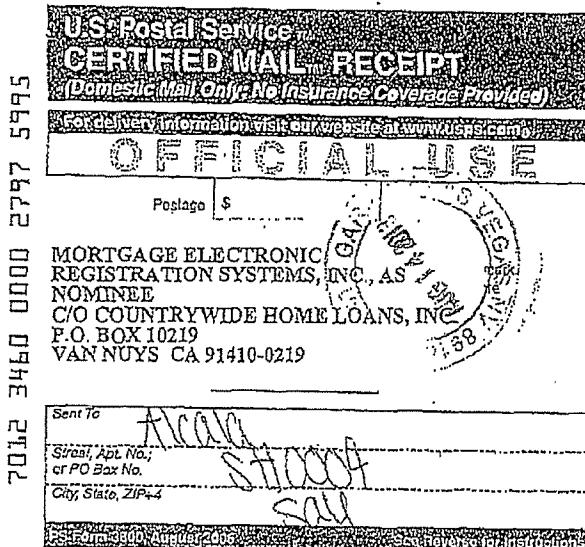
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE C/O COUNTRYWIDE HOME
LOANS, INC.,
MS SV-79 DOCUMENT PROCESSING
P. O. BOX 10423
YAN NUYS CA 91410-10423

WIXIE 917 EE 1 3503/24/32

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

CERTIFIED MAIL RECEIPT	
Domestic Mail Only. No Insurance or Coverage Provided.	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	S
 LOS ANGELES, CALIFORNIA AUGUST 29 2012	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC., MS SV-79 DOCUMENT PROCESSING P.O. BOX 10423 VAN NUYS CA 91410-0423	
Sent To: Alcalá Street, Apt No.: 810004 or P.O. Box No. City, State, ZIP+4: 7110	
<small>PS Form 3605, August 2006. Revised 10/06. GPO: 2006 OMB Control No. 2552-0106.</small>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
1. Article Addressed to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC., MS SV-79 DOCUMENT PROCESSING P. O. BOX 10423 VAN NUYS CA 91410-0423		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
2. Article Number <small>(Transfer from service label)</small>		7012 3460 0000 2797 7180	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	



Fuller Jenkins Clarkson
2300 W. Sahara Avenue, Suite 950
Box 33
Las Vegas, NV 89102

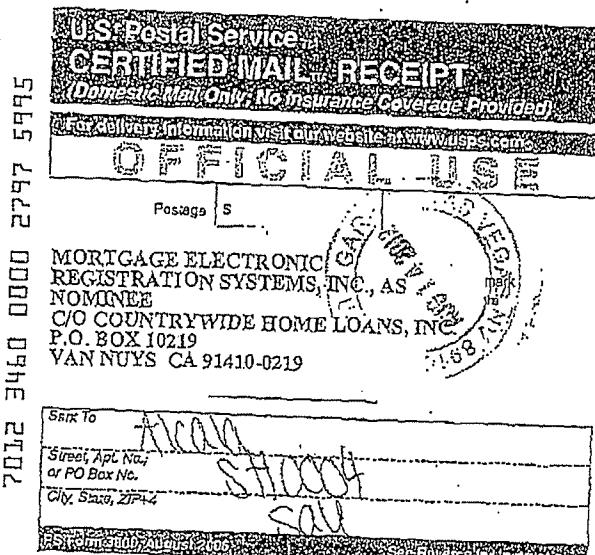
2012 3460 0000 2292 5995



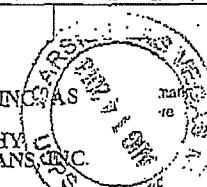
MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE
C/O COUNTRY
P.O. BOX 10219 NIXIE 917 CE 1 0608/24/13
VAN NUYS CA

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89162438925 #1314-02135-14-4
RECORDED AND INDEXED - JUN 11 2013 - M



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC. P.O. BOX 10219 VAN NUYS CA 91410-0219</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7012 3460 0000 2797 5995</p>			
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1640	

CERTIFIED MAIL RECEIPT	
(Domestic Mail Only. No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	S
	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE C/O JANELL HAAS, K. POCHY, COUNTRYWIDE HOME LOANS, INC. 650 WHITE DRIVE, STE 280 LAS VEGAS NV 89119	
Sent To: Alcaida Street, Apt No.: S10004 or PO Box No. City, State, ZIP+4 Salt	

Fuller Jenkins Clarkson
2300 W. Sahara Avenue, Suite 950
Box 33
Las Vegas, NV 89102



2022 3460 0000 2297 2173



MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE
C/O JANELL HAAS, K. POCHY,
COUNTRYWIDE HOME LOANS, INC.
650 WHITE DRIVE, STE 280
LAS VEGAS .

卷之三 / 第二十一章

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

SC: 89182436929 *1314-38681-14-42
89182436930

CERTIFIED MAIL RECEIPT
(Domestic Mail Only. No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage **S**

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE
C/O JANELL HAAS, K. POCHY,
COUNTRYWIDE HOME LOANS, INC.
650 WHITE DRIVE, STE 280
LAS VEGAS NV 89119

RECEIVED
MAY 1 2004
9402

Sent To: **ALCOA**
 Street, Apt. No.: **ST10004**
 or F.O. Box No.:
 City, State, Zip Code: **8411**

PS Form 3811, February 2004, Domestic Return Receipt. See Reverse for Instructions.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p> <p>B. Received by (Printed Name) <input type="checkbox"/> C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>E. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>F. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O JANELL HAAS, K. POCHY, COUNTRYWIDE HOME LOANS, INC. 650 WHITE DRIVE, STE 280 LAS VEGAS NV 89119</p>		<p>2. Article Number (Transfer from service label) 7012 3460 0000 2797 7173</p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>			

2798 4674

Postage \$

OFFICIAL USE

Setona Homeowners
Association
C/O Alessi and Koenig, LLC
9500 W. Flamingo Rd., Suite 205
Las Vegas, Nevada 89148

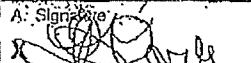
LAS VEGAS NV
JULY 1998

Imprint area

Send To
Alcala
Street, Apt. No.;
or PO Box No.
City, State, ZIP+4
Not for Sale

Printed 8/10/2004

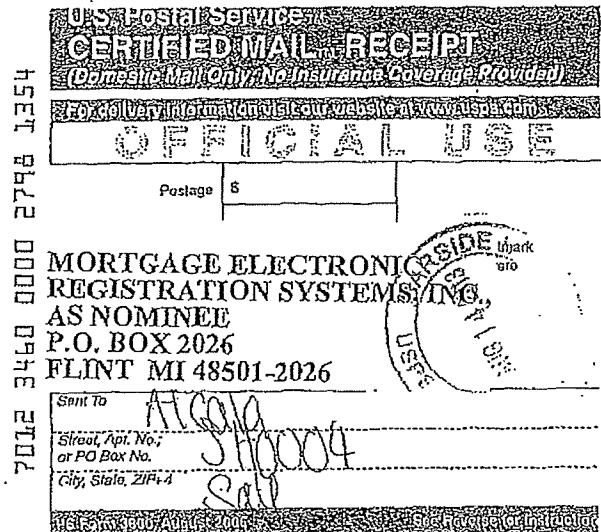
Scan Date 8/10/2004

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A: Signature </p> <p><input type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
1. Article Addressed to:	<p>SETONA HOMEOWNERS ASSOCIATION C/O ALESSI AND KOENIG, LLC 9500 W. FLAMINGO RD., SUITE 205 LAS VEGAS, NEVADA 89147</p>		
2. Article Number <i>(Transfer from service label)</i>	7012 3460 0000 2798 4676		

PS Form 3811, February 2004

Domestic Return Receipt

102595.02-M-15

**SENDER: COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
AS NOMINEE
P.O. BOX 2026
FLINT MI 48501-2026

COMPLETE THIS SECTION ON DELIVERY

A. Signature <i>Michael L. Ende</i>	<input type="checkbox"/> Agent
X	<input type="checkbox"/> Address
B. Received By <i>Michael L. Ende</i>	C. Date of Delivery <i>2004-08-26</i>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If YES, enter delivery address below	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

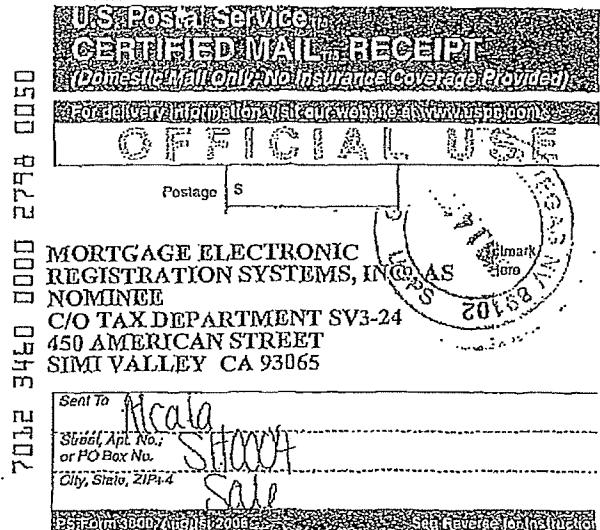
2. Article Number
(Transfer from service label)

7012 3460 0000 2798 1354

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-12

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE
C/O TAX DEPARTMENT SV3-24
450 AMERICAN STREET
SIMI VALLEY CA 93065

COMPLETE THIS SECTION ON DELIVERY

A. Signature

DAVID COOPER Agent Address

B. Received by (Printed Name)

C. Date of Deliv

D. Is delivery address different from Item 1? Yes
If YES, enter delivery address below: No

*NO
05 2013*

3. Service Type

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
(Transfer from service label)

7012 3460 0000 2798 0050

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1

U.S. Postal Service
CERTIFIED MAIL RECEIPT
DOMESTIC MAIL ONLY - NO INSURANCE COVERAGE PROVIDED
For delivery information or questions visit www.usps.com

OFFICIAL USE	
Postage	\$
2798 1347	
7012 3460 0000	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 1901 E VOORHEES STREET, SUITE C DANVILLE IL 61834	
Sent To <i>Alecia</i> Street, Apt. No.; or PO Box No. City, State, ZIP+4 <i>SHOOT</i> <i>Sale</i>	

*mail
letter
2005
10/10/02*

SENDER COMPLETE THIS SECTION	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4, if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 	
1. Article Addressed to:	
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 1901 E VOORHEES STREET, SUITE C DANVILLE IL 61834	
COMPLETE THIS SECTION ON DELIVERY	
A. Signature <i>Alecia J. H.</i> <input checked="" type="checkbox"/> Delivery <input type="checkbox"/> Address	
B. Received by (<i>Printed Name</i>) <i>Alecia J. H.</i> <input type="checkbox"/> Date of Delivery <i>10/16/02</i>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input checked="" type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label) <i>7012 3460 0000 2798 1347</i>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1!

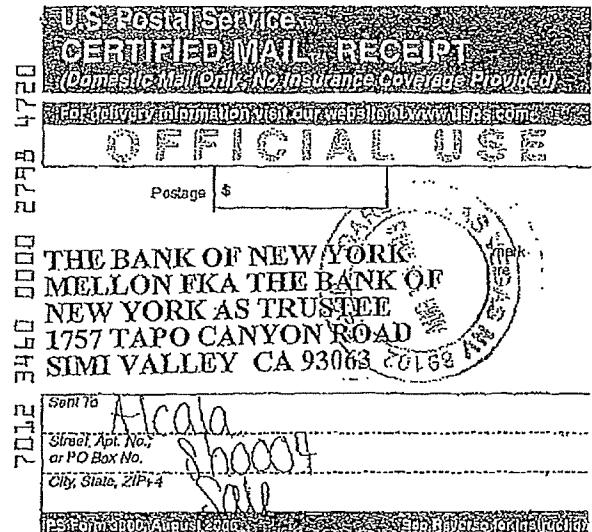
U.S. POSTAL SERVICE	
CERTIFIED MAIL RECEIPT	
Domestic Mail Only. No Insurance Coverage Provided.	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
2798 4621	Postage \$
THE BANK OF NEW YORK MELLON AS TRUSTEE C/O BAC HOME LOANS SERVICING LP 400 COUNTRYWIDE WAY SV-35 SIMI VALLEY CA 93065	
Sent to <i>Alcalde</i> Street, Apt. No. or PO Box No. City, State, ZIP+4 <i>Sharon</i> <i>Sell</i>	
PS FORM 3811, 2004, REVERSE SIDE OF CARD	

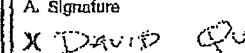
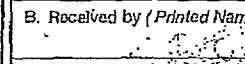
2012 3460 0000 2798 4621

2012 3460 0000 2798 4621

2012 3460 0000 2798 4621

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the envelope, or on the front if space permits. 		<p>A: Signature <i>DAVID</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B: Received by (Printed Name) <i>Alcalde</i> <input type="checkbox"/> Date of Delivery <i>AUG 16 2012</i></p> <p>D: Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>C: Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>1. Article Addressed to:</p> <p>THE BANK OF NEW YORK MELLON AS TRUSTEE C/O BAC HOME LOANS SERVICING, LP 400 COUNTRYWIDE WAY SV-35 SIMI VALLEY CA 93065</p>		<p>7012 3460 0000 2798 4621</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>PS Form 3811, February 2004 Domestic Return Receipt 102695-02-M-1</p>	



SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the envelope, or on the front if space permits. 			
1. Article Addressed to: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE 1757 TAPO CANYON ROAD SIMI VALLEY CA 93063		A. Signature  <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address B. Received by (Printed Name):  C. Date of Delivery AUG 16 2013	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No 7012 3460 0000 2798 4720			
2. Article Number <i>(Transfer from service label)</i>		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

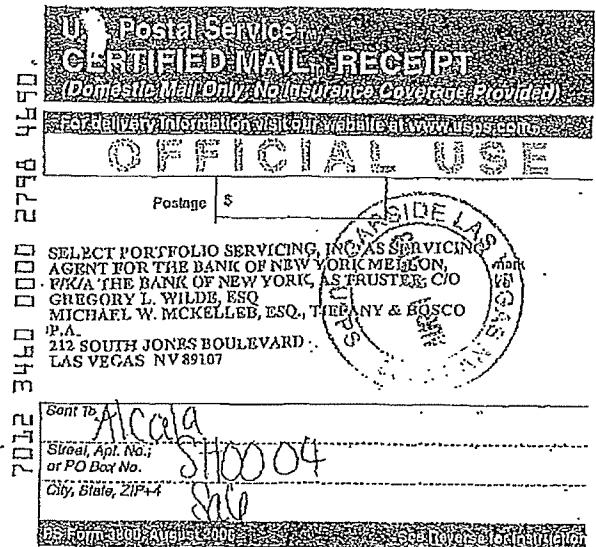
U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit usps.com or www.usps.com	
OFFICIAL USE	
2798 4706	Postage \$
<input type="checkbox"/> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC. 4500 PARK GRANADA CALABASAS CA 91302-1613	
7012 3460 0000	<i>Alcalde</i> <i>SH0004</i> <i>SL</i>
<i>PS Form 3811, August 2006</i>	

SENDER COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature <i>Alcalde</i> <input checked="" type="checkbox"/> Agent <i>Received</i></p> <p>B. Received by (Printed Name) <i>Alcalde</i> <input type="checkbox"/> C. Date of Delivery AUG 16 2012</p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE C/O COUNTRYWIDE HOME LOANS, INC. 4500 PARK GRANADA CALABASAS CA 91302-1613</p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> G.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7012 3460 0000 2798 4706</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02 MA-11

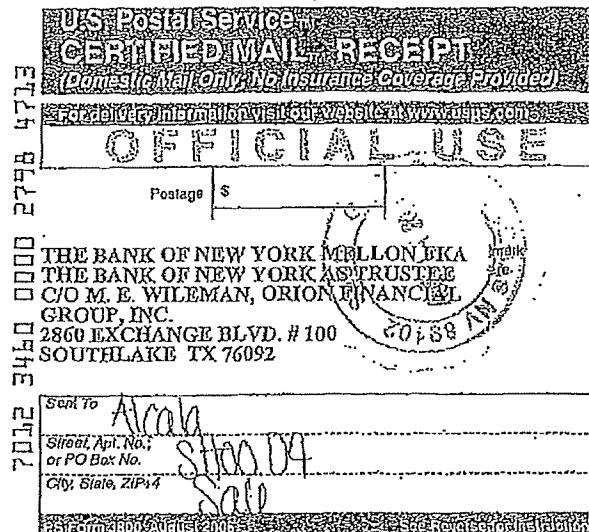


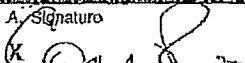
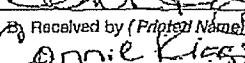
SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p><input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p><input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.</p> <p><input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature <i>Mitchell</i></p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p>	
1. Article Addressed to:		<p>B. Received by (Printed Name)</p>	
<p>SELECT PORTFOLIO SERVICING, INC AS SERVICING AGENT FOR THE BANK OF NEW YORK MELLON, BK/MIA THE BANK OF NEW YORK, AS TRUSTEE, C/O GREGORY L. WILDE, ESQ. MICHAEL W. MCKELLEE, ESQ., TIFFANY & BOSCO P.A. 212 SOUTH JONES BOULEVARD LAS VEGAS NV 89107</p>		<p>C. Date of Delivery</p>	
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
2. Article Number (Transfer from service label)		7012 3460 0000 2798 4690	

PS Form 3811, February 2004

Domestic Return Receipt

102595.02-M-11

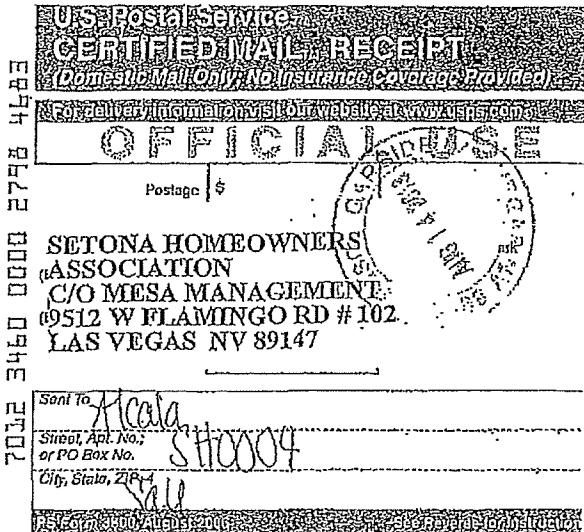


SENDER: COMPLETE THIS SECTION		COMPLET THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you. <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Address</p> <p>B. Received by (Printed Name) </p> <p>C. Date of Delivery </p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE C/O M. E. WILEMAN, ORION FINANCIAL GROUP, INC. 2860 EXCHANGE BLVD. # 100 SOUTHLAKE TX 76092</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7012 3460 0000 2798 4713</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1c

**SENDER COMPLETE THIS SECTION**

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

SETONA HOMEOWNERS
ASSOCIATION
C/O MESA MANAGEMENT
9512 W FLAMINGO RD # 102
LAS VEGAS NV 89147

COMPLETE THIS SECTION ON DELIVERY

A. Signature

K. Nana Zamora

 Agent Address

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- | | |
|--|--|
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input checked="" type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number

(Transfer from service label)

2012 3460 0000 2798 4683

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

U.S. Postal Service CERTIFIED MAIL - RECEIPT <small>Domestic Mail Insurance coverage provided</small>	
For delivery information, visit usps.com or call 1-800-USPS-INFO	
OFFICIAL USE	
Addressee <small>Certified Fee</small> <small>Return Receipt Fee (Endorsement Required)</small> <small>Handed Delivery Fee (Endorsement Required)</small> <small>Total Postage & Fees \$</small>	
<small>7013 1090 0001 1419 8740</small> <small>Alcalde, NM 87001</small> <small>NOTICE OF SALE</small>	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Nevada Real Estate Division
2501 E. Sahara Ave., Ste. #102
Las Vegas, NV 89104

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> Agent
X	<input type="checkbox"/> Address
B. Received by (Printed Name)	C. Date of Delivery
<input type="checkbox"/> Is delivery address different from item 1? <input type="checkbox"/> Yes <small>If YES, enter delivery address below:</small> <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number
(Transfer from service label)

7013 1090 0001 1419 8740

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

TRUSTEE SALE TRUSTOR PAYMENT

RECEIPT OF FUNDS AND INSTRUCTIONS

T.S. NO. SH0004 PRIORITY NO. 1055263 DATE 9/6/13TRUSTEE Fuller Jenkins Law FirmADDRESS 2300 W. Sahara Ave. Suite 950 Box 33CITY Las Vegas STATE NV ZIP 89102PHONE NO. (702) 450-8710 CONTACT _____

CHECK NO.	NAME OF BANK	AMOUNT
<u>004259604</u>	<u>Bank of America</u>	\$ <u>10,000.00</u>
<u>004259810</u>	<u>" "</u>	\$ <u>1,000.00</u>
<u>004259613</u>	<u>" "</u>	\$ <u>1,000.00</u>
<u>004259614</u>	<u>" "</u>	\$ <u>1,000.00</u>
		\$ <u> </u>
		\$ <u> </u>

TOTAL OF ANY CASH RECEIVED \$ 0.00SUCCESSFUL BID \$ 12,200.00 TOTAL RECEIVED \$ 13,000.00TRANSFER TAX \$ 0.00 AMOUNT REQUIRED \$ 12,200.00RECORDING FEES \$ 0.00 REFUND AMOUNT \$ 800.00REFUND PAYABLE TO Collegium Fund LLCRECEIVED BY Mike Devine BUYERS SIGNATURE [Signature]BUYERS NAME Rei Richter DRIVERS LICENSE NO. NVDL 1401S81147

TITLE TO PROPERTY TO BE VESTED AS FOLLOWS

Collegium Fund LLC Series #17ADDRESS 8550 W. Desert Inn Rd. #102-564CITY Las Vegas STATE NV ZIP 89117PHONE NO. 702-382-58823



PRIORITY POSTING AND PUBLISHING
17501 Irvine Blvd., Suite 1
Tustin, CA 92780
(714)573-7777 FAX (714)573-9547

TS Number: SH0004

Priority Number: 1055263

CERTIFICATE OF SALE

On 09/06/2013 at 10:00AM, the undersigned appeared at the location described in the Notice of Trustee Sale and conducted a Trustee's Sale as agent for Fuller Jenkins Law Firm

At said sale, the property described in the Notice of Trustee Sale was sold to: REL RICHTER and vested as: COLLEGIUM FUND LLC SERIES #17 for the sum of \$12,200.00.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

By: _____

(Mike Devine)

Dated this 6th day of September, 2013

CUSTOMER Fuller Jenkins Law Firm
ADDRESS 2300 W. Sahara Ave.
 Suite 950
 Las Vegas, NV 89102

EXHIBIT 6

RPTT: \$940.95
When Recorded, Mail Tax Statements To:

Collegium Fund LLC Series #17
c/o Rel Richter
8550 W. Desert Inn Road, #102-564
Las Vegas, NV 89117
702-325-8823
0000086-TL Account
A.P.N. No. 176-36-212-049
T.S. No: SH0004

Inst #: 201310070000128
Fee: \$19.00 N/C Fee: \$0.00
RPTT: \$940.95 Ex: #
10/07/2013 08:01:25 AM
Receipt #: 1799796
Requestor:
CHICAGO TITLE OF NEVADA - D
Recorded By: SHAWA Pg: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

TRUSTEE'S DEED UPON SALE

The undersigned Trustee hereby declares:

- 1) The Grantee/Buyer herein was/was not the foreclosing beneficiary
- 2) The amount of the unpaid debt together with cost was \$
- 3) The amount paid by the Grantee (Buyer) at trustee sale was \$12,200.00
- 4) The documentary transfer tax is \$
- 5) City/Judicial District of the City of Las Vegas

Fuller Jenkins Clarkson (herein called Trustee), as the duly appointed Trustee under that certain Notice of Delinquent Assessment hereinafter described, does hereby GRANT and CONVEY, but without warranty, express or implied, to Collegium Fund LLC Series 17, therein the real property situated in the County of Clark, State of NV, described as follows: * a Nevada Limited Liability Company

SUBJECT PROPERTY COMMONLY KNOWN AS: Noe Alcala, 5790 Magini Avenue, Las Vegas, NV 89141. PLEASE SEE ATTACHED "EXHIBIT "A" FOR LEGAL DESCRIPTION.

This conveyance is made pursuant to the powers granted to Southern Highlands Community Association and conferred upon appointed trustee by the provisions of the Declaration of Covenants, Conditions, and Restrictions recorded in the County of Clark and pursuant to Nevada Revised Statutes (NRS) 116 and the Notice of Delinquent Assessment recorded on February 13, 2013 as instrument/document number 201302130001052 of the Official Records of Clark County, Nevada. The former owner(s) of the property (Grantor/Trustor) was/were Noe Alcala.

Default occurred as set forth in the Notice of Default and Election to Sell which was recorded on March 15, 2013 as instrument/document number 201303150001278 in the office of the Recorder of said County. After the expiration of the ninety (90) days from the recording and mailing of copies of the Notice of Default and Election to Sell, a Notice of Trustee's Sale was recorded on 8/12/13 as instrument/document number 201308120000393 in the Office of the Recorder of said County and the Association claimant, Southern Highlands Community Association, demanded that such sale be made.

All requirements of law regarding the recording and the mailing of copies of the Notice of Delinquent Assessment, Notice of Default and Election to Sell, and the recording, mailing, posting and publication of copies of the Notice of Trustee's Sale have been complied with.

THIS IS BEING RECORDED AT THE REQUEST OF
CHICAGO TITLE AS AN ACCOMMODATION
ONLY WITH NO LIABILITY

Said property was sold at public auction on 9/6/13 at the location listed in the notice of sale in the County of Clark, Nevada, in which the property is situated. Grantee, being the highest bidder at such sale became the purchaser of said property and paid therefore to said trustee the amount bid, being \$12,200.00, in lawful money of the United States.

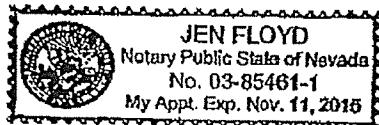
Fuller Jenkins Clarkson is a debt collector and is attempting to collect a debt. Any information obtained will be used for that purpose.

Dated: September 06, 2013

By: Adam H. Clarkson, Esq. of Fuller Jenkins Clarkson, as authorized Attorney for Southern Highlands Community Association

STATE OF NEVADA
COUNTY OF CLARK

On September 06, 2013, before me the undersigned Notary Public in and for the said county, personally appeared Adam H. Clarkson, Esq., personally known to me, or proved on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes mentioned within.



NOTARY PUBLIC

SC COPY

EXHIBIT "A"
(Legal Description)

SETONA UNIT #1 AT SOUTHERN
HIGHLANDS
PLAT BOOK 99 PAGE 56
LOT 128 BLOCK A
SEC 36 TWP 22 RNG 60

Subject to all covenants, conditions, restrictions and reservation of rights recorded against subject property and any amendments thereto.

PARCEL ONE (1):

LOT ONE HUNDRED TWENTY-EIGHT (128) IN BLOCK "A" OF SETONA UNIT NO. 1 AT SOUTHERN HIGHLANDS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 99, OF PLATS, PAGE 56, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS, EGRESS AND OF USE AND ENJOYMENT IN TO AND OVER THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SOUTHERN HIGHLANDS, RECORDED JANUARY 6, 2000 IN BOOK 20000106 AS DOCUMENT NO 01678 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTEnant TO PARCEL ONE (1).

COPIA

**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s)

a. 175-36-212-049
 b.
 c.
 d.

2. Type of Property:

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

FOR RECORDERS OPTIONAL USE ONLY

Book _____ Page: _____

Date of Recording: _____

Notes: _____

3.a. Total Value/Sales Price of Property

\$ 184,820.00

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

\$ 184,820.00 (TAXABLE VALUE)

c. Transfer Tax Value:

\$ 940.85

d. Real Property Transfer Tax Due

4. If Exemption Claimed:

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

5. Partial Interest: Percentage being transferred: %

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

Signature _____ Capacity: _____

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

Print Name: Fuller Jenkins Clarkson
 Address: 2300 W. Sahara Ave., Ste. 950
 City: Las Vegas
 State: NV Zip: 89102

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

Print Name: Collegium Fund LLC Series #17
 Address: 8550 W. Desert Inn Road, #102-564
 City: Las Vegas
 State: NV Zip: 89117

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

Print Name: Chicago Title
 Address: 9075 W. Diablo Dr. #100
 City: LAS VEGAS
 Escrow #: 00000086-JRA.com
 State: NJ Zip: 89146

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

1 IAFD
2 ADAM H. CLARKSON
3 (Nevada State Bar No. 10003)
4 GARY S. MELTON
5 (Nevada State Bar No. 11209)
6 Fuller Jenkins Clarkson, P.C.
7 2300 W. Sahara Ave., Suite 950
8 Las Vegas, NV 89102
9 Telephone: (702) 450-8710
10 Facsimile: (702) 442-0779
11 aclarkson@fullerjenkins.com
12 gmelton@fullerjenkins.com

13 *Attorneys for Plaintiff*

14 DISTRICT COURT FOR THE STATE OF NEVADA
15 IN AND FOR THE COUNTY OF CLARK

16 FULLER JENKINS CLARKSON, P.C., a
17 Nevada Professional Corporation,

18 Plaintiff,

19 vs.

20 NOE ALCALA, an individual; SETONA
21 HOMEOWNERS ASSOCIATION, a Nevada
22 non-profit coop corporation;
23 COUNTRYWIDE HOME LOANS, INC, a
24 foreign corporation doing business in Nevada;
25 MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., a foreign
corporation doing business in Nevada; THE
BANK OF NEW YORK MELLON, a foreign
corporation doing business in Nevada; BAC
HOME LOANS SERVICING, LP; SELECT
PORTFOLIO SERVICING, INC., a foreign
corporation doing business in Nevada; DOES
1 through 10; and ROE CORPORATIONS 11
through 20,

26 Defendants.

27 CASE NO. : A-14-695336-C

28 DEPT. NO. V

INITIAL APPEARANCE FEE
DISCLOSURE

Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for

1 parties appearing in the above entitled action as indicated below:

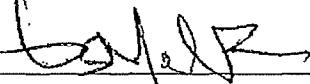
2 Initial Appearance Fee (Civil Complaint in Interpleader)

3 Plaintiff = \$270.00

4 TOTAL REMITTED = \$270.00

5 Dated this 29 day of January, 2014.

6 FULLER JENKINS CLARKSON, P.C.

7 By: 

8 ADAM H. CLARKSON

9 (Nevada State Bar No. 10003)

10 GARY S. MELTON

11 (Nevada State Bar No. 11209)

12 Fuller Jenkins Clarkson, P.C.

13 2300 W. Sahara Ave., Suite 950

14 Las Vegas, NV 89102

15 Telephone: (702) 450-8710

16 Facsimile: (702) 442-0779

aclarkson@fullerjenkins.com

gmelton@fullerjenkins.com

17 *Attorneys for Plaintiff*

EXHIBIT D

EXHIBIT D

EXHIBIT D

LOAN POLICY OF TITLE INSURANCE

POLICY NUMBER

310- 250292

610 114183003 D1 001 001

THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B
 OR LAND TITLE INSURANCE COMPANY, a California corporation, herein
 called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance
 stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. Any assessments for street improvements under construction or completed at Date of Policy not excepted in Schedule B which now have gained or hereafter may gain priority over the lien of the insured mortgage;
9. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, Westcor Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officer, the Policy to become valid when countersigned on Schedule A by an authorized officer or agent of the Company.

WESTCOR LAND TITLE INSURANCE COMPANY

By

Dale C. Hoff

President



Attest

Mark M. Morgan

Vice President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material); or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagor insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the interest of the insured mortgagor being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the subordination of the interest of the insured mortgagor as a result of the application of the doctrine of equitable subordination; or
 - (c) the transaction creating the interest of the insured mortgagor being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A. The term "insured" also includes

(i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of the indebtedness except a successor who is an obligor under the provisions of Section 12(c) of these Conditions and Stipulations (reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor insured, unless the successor acquired the indebtedness as a purchaser for value without knowledge of the asserted defect, lien, encumbrance, adverse claim or other matter insured against by this policy as affecting title to the estate or interest in the land);

(ii) any governmental agency or governmental instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage, or any part thereof, whether named as an insured herein or not;

(iii) the parties designated in Section 2(a) of these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records" record established under state statutes at Date of Policy for the purpose of imparting constructive notice of matter, relating to real property to purchasers for value and without knowledge. With respect to Section I (a) (iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A or the insured mortgage to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE.

(a) After Acquisition of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of (i) an insured who acquires all or any part of the estate or interest in the land by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage; (ii) a transferee of the estate or interest so acquired from an insured corporation, provided the transferee is the parent or wholly-owned subsidiary of the insured corporation, and their corporate successors by operation of law and not by purchase, subject to any rights or defenses the Company may have against any predecessor insureds; and (iii) any governmental agency or governmental instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage.

(b) After Conveyance of Title. The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

(c) Amount of Insurance: The amount of insurance after the acquisition or after the conveyance shall .. neither event exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

(ii) the amount of the principal of the indebtedness secured by the insured mortgage as of Date of Policy, interest thereon, expenses of foreclosure, amounts advanced pursuant to the insured mortgage to assure compliance with laws or to protect the lien of the insured mortgage prior to the time of acquisition of the estate or interest in the land and secured thereby and reasonable amounts expended to prevent deterioration of improvements, but reduced by the amount of all payments made; or

(iii) the amount paid by any governmental agency or governmental instrumentality, if the agency or instrumentality is the insured claimant, in the acquisition of the estate or interest in satisfaction of its insurance contract or guaranty.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion to appeal from any adverse judgement or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

SCHEDULE A

Order No. 05-08-0645-LDS
Premium: \$473.00

Amount of Insurance: \$396,000.00

Date of Policy: September 26, 2005 at 9:00 A.M.

1. Name of Insured:

MERS – Mortgage Electric Registration Systems, Inc. acting as nominee for lender, lender being Countrywide Home Loans, Inc., its Successors and/or Assigns, as their interest may appear.

2. The estate or interest in the land described in this Schedule and which is encumbered by the insured mortgage is:

A FEE AS TO PARCEL ONE (1) AND AN EASEMENT AS TO PARCEL TWO (2)

3. The estate or interest referred to herein is at Date of Policy vested in:

Noe Alcala, a married man, as his sole and separate property

4. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any are described as follows:

Deed of Trust to secure an indebtedness of \$396,000.00:

Recorded: September 26, 2005 in Book 20050926 Document No. 00431 of Official Records.

Dated: September 19, 2005

Trustor: Noe Alcala, a married man as his sole & separate property

Trustee: Nevada Title Company

Beneficiary: MERS – Mortgage Electric Registration Systems, Inc. acting as nominee for lender, lender being Countrywide Home Loans, Inc.

5. The land referred to in this policy is situated in the State of Nevada, County of Clark, and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

By: Carin Haseltine

Carin D Haseltine

Authorized Signature

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

SCHEDULE B

PART I

This policy does not insure against loss of damage by reason of the following:

1. State and County Taxes for the fiscal period of 2005 to 2006, a lien now due and payable in the total amount of \$2,573.41, and payable in the following installments and becomes delinquent if not paid as set forth below.

First installment of \$643.36 has been paid

Second installment of \$643.35 has been paid

Third installment of \$643.35 unpaid delinquent first Monday in January

Fourth installment of \$643.35 unpaid delinquent first Monday in March

Parcel No. 176-36-212-049

2. The herein described property lies within the boundaries of CLARK COUNTY WATER RECLAMATION DISTRICT and may be subject to all assessments and obligation thereof.
3. Mineral rights, reservations, easements and exclusions in the patent conveying said land.
4. Covenants, Conditions and Restrictions: (But deleting restrictions, if any, indicating any preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin) as contained in the Declaration of Restrictions recorded January 6, 2000 in Book 20000106 as Document No. 01678 of Official Records.

Said instrument provides that a violation thereof shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION, including any unpaid delinquent assessment as provided therein.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded January 6, 2000 in Book 20000106 as Document No. 01679, of Official Records.

The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded October 9, 2000 in Book 20001009 as Document No. 01232, of Official Records.

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

The provisions of the above stated Covenants, Conditions and Restrictions were purportedly annexed to include the herein described land by an instrument recorded October 23, 2000 in Book 20001023 as Document No. 00682 of Official Records.

5. Development Covenants, Conditions and Restrictions: (But deleting restrictions, if any, indicating any preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin) as contained in the Declaration of Development Restrictions recorded October 23, 2000 in Book 20001023 as Document No. 00691 of Official Records.
6. The above stated Covenants, Conditions and Restrictions were purportedly modified by an instrument recorded May 29, 2002 in Book 20020529 as Document No. 01037, of Official Records.
7. Dedications and Easements as shown on the recorded Map referred to herein, on file in Book 99 of Plats, Page 56, of Official Records.
8. Covenants, Conditions and Restrictions: (But deleting restrictions, if any, indicating any preference, limitation or discrimination based upon race, color, religion, sex, handicap, familial status or national origin) as contained in the Declaration of Restrictions recorded May 3, 2001 in Book 20010503 as Document No. 00877 of Official Records.

Said instrument provides that a violation thereof shall not defeat nor render invalid the lien of any Mortgage or Deed of Trust made in good faith and for value.

The right to levy certain charges or assessments against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions, and is conferred upon SETONA HOMEOWNERS ASSOCIATION, including any unpaid delinquent assessment as provided therein.

9. An easement affecting that portion of said land and for the purposes therein and incidental purposes thereto, in favor of COUNTY OF CLARK, for perpetual avigation, recorded May 31, 2002, in Book 20020531 as Document No. 00493 of Official Records.
10. Water rights, claims or title to water, whether or not shown by the public records.

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

SCHEDULE C

Privacy Notice (15 U.S.C. 6801 and 16 CFR Part 313): Nonpublic personal information about you is provided to us from information you submit on forms and documents and from others who are involved in your transaction. We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law. We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information. A fullpage explanation of our privacy policy is being delivered to you separately. If you do not receipt it, or if you have questions about it, please call us, and a duplicate copy will be provided to you.

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

SCHEDULE B

PART II

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that such matters are subordinate to the lien or charge of the insured mortgage upon said estate or interest:

Deed of Trust to secure an indebtedness of \$49,500.00:

Recorded: September 26, 2005 in Book 20050926 Document No. 00432 of Official Records.
Dated: September 19, 2005
Trustor: Noe Alcala, a married man as his sole & separate property
Trustee: CTC Real Estate Services
Beneficiary: MERS – Mortgage Electric Registration Systems, Inc. acting as nominee for lender,
lender being Countrywide Home Loans, Inc.

The amount due, terms and conditions of the indebtedness should be determined by contacting the owner of the debt.

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE (1):

LOT ONE HUNDRED TWENTY-EIGHT (128) IN BLOCK "A" OF SETONA UNIT NO. 1 AT SOUTHERN HIGHLANDS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 99, OF PLATS, PAGE 56, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL TWO (2):

A NON-EXCLUSIVE RIGHT AND EASEMENT OF INGRESS, EGRESS AND OF USE AND ENJOYMENT IN TO AND OVER THE COMMON ELEMENTS AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SOUTHERN HIGHLANDS, RECORDED JANUARY 6, 2000 IN BOOK 20000106 AS DOCUMENT NO. 01678 AS THE SAME MAY FROM TIME TO TIME BE AMENDED AND/OR SUPPLEMENTED IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA, WHICH EASEMENT IS APPURTEnant TO PARCEL ONE (1).

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

ENDORSEMENT**Attached to Policy No. 310-250292****Issued by****Westcor Land Title Insurance Company**

The Company hereby insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of:

1. The existence of any of the following:
 - (a) Covenants, conditions, or restrictions under which the lien of the mortgage referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) Present violations on the land of any enforceable covenants, conditions, or restrictions;
 - (c) Except as shown in Schedule B, there are no encroachments of buildings, structures or improvements located on the land onto adjoining lands, or any encroachments onto the land of buildings, structures or improvements located on adjoining lands.
2. (a) Any future violations on the land of any covenants, conditions or restrictions occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, provided such violations result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the lien of the mortgage referred to in Schedule A, or result in impairment or loss of the title to the estate or interest referred to in Schedule A if the insured shall acquire such title in satisfaction of the indebtedness secured by the insured mortgage;

(b) Unmarketability of the title to the estate or interest referred to in Schedule A by reason of any violations on said land, occurring prior to acquisition of title to the estate or interest referred to in Schedule A by the insured, of any covenants, conditions or restrictions.
3. Damage to existing improvements, including lawns, shrubbery or trees
 - (a) Which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purposes for which the same was granted or reserved;
 - (b) Resulting from the exercise of any right to use the surface of the land for the extraction or development of the minerals excepted from the description of the land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining the land of any encroachment shown in Schedule B.

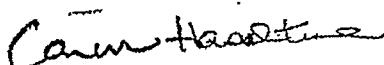
Wherever in this endorsement any or all of the words, "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or restrictions contained in any lease.

For purposes of this endorsement, the words "covenants," "conditions" or "restrictions" shall not be deemed to refer to or include any covenants, conditions or restrictions relating to environmental protection, except to the extent that a notice of a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy and is not excepted in Schedule B. This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: September 26, 2005 at 9:00 A.M.

File No.: 05-08-0645-LDS

Westcor Land Title Insurance Company



By: Authorized Signature

CLTA Form 100 (Rev.6-14-96)

ALTA - Lender

Restrictions, Encroachments & Minerals

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

ENDORSEMENT
Attached to Policy No. 310-250292
Issued by

Westcor Land Title Insurance Company

The Company insures the owner of the indebtedness secured by the insured mortgage against loss or damage which the insured shall sustain by reason of the failure of (i) a **Single Family Residence** known as:

5790 Magini Avenue Las Vegas NV

To be located on the land at Date of Policy, or (ii) the map attached to this policy to correctly show the location and dimensions of the land according to the public records.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: September 26, 2005 at 9:00 A.M.

File No.: 05-08-0645-LDS

Westcor Land Title Insurance Company

Caren Hastings

By: _____ Authorized Signature

CL/TA Form 116 (Rev. 6-14-96)
ALTA - Lender
Designation of Improvements, Address

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

ENDORSEMENT
Attached to Policy No. 310-250292
Issued by

Westcor Land Title Insurance Company

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured mortgage over:

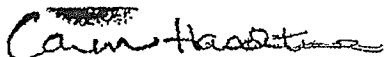
- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:
NONE

This endorsement, when countersigned below by an authorized signatory, is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: September 26, 2005 at 9:00 A.M.

File No.: 05-08-0645-LDS

Westcor Land Title Insurance Company



By: _____
Authorized Signature

CLTA Form 110.9 (3-13-87)
ALTA Endorsement Form 8.1 (3-27-87)
ENVIRONMENTAL PROTECTION LIEN

Order Number: 05-08-0645-LDS

Policy Number: 310-250292

ENDORSEMENT
Attached to Policy No. 310-250292
Issued by

Westcor Land Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the land, except violations relating to environmental protection unless a notice of a violation thereof has been recorded or filed in the public records and is not excepted in Schedule B. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of title.
 2. The priority of any lien for charges and assessments at Date of Policy in favor of any association of homeowners which are provided for in any document referred to in Schedule B over the lien of any insured mortgage identified in Schedule A.
 3. The enforced removal of any existing structure on the land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
 4. The failure of title by reason of a right of first refusal to purchase the land which was exercised or could have been exercised at Date of Policy.

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: September 26, 2005 at 9:00 A.M.

File No. 05-08-0645-LDS

Westcor Land Title Insurance Company

Carrie Hassett

By: Authorized Signature

**CLTA Form 115.2 (Rev. 3-27-92)
ALTA Endorsement Form 5
Planned Unit Development**

CONDITIONS AND STIPULATIONS

(Continued)

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant permission in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph, unless prohibited by law or governmental regulations, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following options:

(a) To Pay or Tender Payment of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the company is obligated to pay.

If the company offers to purchase the indebtedness as herein provided, the owner of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all the liability or obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle with Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the time is obligated to pay, or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs a(i) or (ii), all the liability or obligations to the insured under this policy for the loss or damage, other than the payment required to be made shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered or damaged by reason of matter insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations.

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time of loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(b) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from land, or cures the lack of a right of access to or from the land, or cures the claim unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to the matter and shall not liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of completion of any appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expected to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction of an improvement to the land which Date of Policy were secured by the insured mortgage and which the insured was and continue to be obligated to advance at the end after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principle of the indebtedness, or any obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person or the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(a) of these Conditions and Stipulations.

10. LIABILITY NONCUMULATIVE.

If the insured acquires title to the estate or interest in satisfaction of the indebtedness secured by the insured mortgage, or any part thereof, it is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or Lien on the state or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy.

11. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy as been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

12. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation. Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to all rights and remedies of the insured claimant after the insured claimant shall have recovered its principal, interest, and costs of collection.

(b) The Insured's Rights and Limitations.

Notwithstanding the foregoing, the owner of the indebtedness secured by the insured mortgage, provided the priority of the lien of the insured mortgage or its enforceability is not affected, may release or substitute the personal liability of any debtor or guarantor, or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness.

When the permitted acts of the insured claimant occur and the insured has knowledge of any claim of title or interest adverse to the title to the estate or interest or the priority or enforceability of the lien of the insured mortgage, as insured, the Company shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(c) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnify, guarantee, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

The Company's right of subrogation shall not be avoided by acquisition of the insured mortgage by an obligor (except an obligor described in Section 1(a)(ii) of these Conditions and Stipulations) who acquires the insured mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond and the obligor will not be an insured under this policy, notwithstanding Section 1(a)(i) of these Conditions and Stipulations.

13. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or a validating officer or authorized signatory of the Company.

15. SEVERABILITY.

In the event any provision of this policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

16. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to WESTCOR LAND TITLE INSURANCE COMPANY as follows:

California Customers:
189 Fulwiler Avenue
Auburn, CA 95603
Phone: (530) 885-8627
Fax: (530) 885-7603

Customers From All Other States:
2500 North Buffalo Drive, Suite 245
Las Vegas, NV 89128
Phone: (866) 528-4853
Fax: (702) 251-3186

American Land Title Association
Loan Policy
With ALTA Endorsement
Form 1 (Street Assessment) (10-17-92)

**POLICY OF
TITLE INSURANCE**

Issued by



NEVADA REGIONAL HOME OFFICE:
2500 North Buffalo Drive
Suite 245
Las Vegas, NV 89128
Phone: (702) 253-5100

CALIFORNIA HOME OFFICE
189 Fulweiver Avenue
Auburn, California 95603

Inst #: 201003160003389
 Fees: \$14.00
 N/C Fee: \$0.00
 03/16/2010 02:15:17 PM
 Receipt #: 272680
 Requestor:
FIDELITY NATIONAL DEFAULT S
 Recorded By: MSH Pgs: 1
DEBBIE CONWAY
CLARK COUNTY RECORDER

RECORDING REQUESTED BY:
RECONTRUST COMPANY, N.A.
 AND WHEN RECORDED MAIL DOCUMENT TO:
BAC Home Loans Servicing, LP
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065

TS No. 09-0024059

TITLE ORDER#: 090146048

APN# 176-36-212-049**CORPORATION ASSIGNMENT OF DEED OF TRUST NEVADA**

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS
CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2005-62

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 09/19/2005,
 EXECUTED BY: NOE ALCALA, A MARRIED MAN AS HIS SOLE & SEPARATE
 PROPERTY, TRUSTOR: TO CTC REAL ESTATE SERVICES, TRUSTEE AND RECORDED AS
 INSTRUMENT NO. 0000431 ON 09/26/2005, IN BOOK 20050926, OF OFFICIAL RECORDS IN THE
 COUNTY RECORDER'S OFFICE OF CLARK COUNTY, IN THE STATE OF NEVADA.

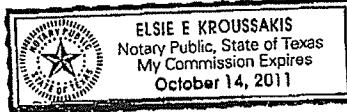
DESCRIBING THE LAND THEREIN: AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST.

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: 03/04/09MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.State of: Texas
County of: Tarrant) BY: Khadija Gulley
Khadija Gulley, Assistant Secretary**MAR 15 2010**

On Asst. Secy. before me Elsie E. Kroussakis, personally appeared Khadija Gulley
Asst. Secy., know to me (or proved to me on the oath of or through
) 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



Inst #: 201007120000723

Fees: \$15.00

N/C Fee: \$0.00

07/12/2010 10:07:45 AM

Receipt #: 421033

Requestor:

ORION FINANCIAL GROUP INC

Recorded By: ARO Pgs: 2

DEBBIE CONWAY

CLARK COUNTY RECORDER

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

PREPARED BY & RETURN TO:

M. E. Wileman
Orion Financial Group, Inc.
2860 Exchange Blvd. # 100
Southlake, TX 76092
Parcel # 176-36-212-049

(W)

Assignment of Mortgage

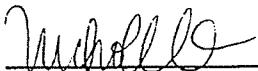
Send Any Notices to Assignee.

For Valuable Consideration, the undersigned, THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62 , (Assignor) by these presents does assign and set over, without recourse, to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62 1757 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 (Assignee) the described mortgage, together with certain note(s) described with all interest, all liens, any rights due or to become due thereon, executed by NOE ALCALA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS') SOLELY AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.. Said mortgage Dated: 9/19/2005 is recorded in the State of NV, County of Clark on 9/26/2005, Book 20050926 Instrument# 0000431 AMOUNT: \$ 396,000.00 Property Address: 5790 MAGINI AVE., LAS VEGAS, NV 89141

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed by its proper officer. Executed on: 6-25-2010

THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62

By:



Nichole Clevadetscher
Assistant Vice President

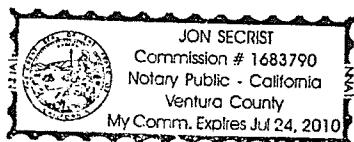


ALCALA YMG *10019346*

NV Clark

4100-N-8247
NBS/ASMT/BAC

State of California, County of Ventura. On 6-25-2010, before me, the undersigned, Nichole Clavadetscher, who acknowledged that he/she is CERTIFYING OFFICER of for THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62 and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of THE BANK OF NEW YORK MELLON AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC. ALTERNATIVE LOAN TRUST 2005-62 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-62.



Jon Secrist

Notary public, JON SECRIEST
My commission expires: 7-24-2010

MAIL TAX BILL TO:

NOE ALCALA, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY Property Address: 5790 MAGINI AVE., LAS VEGAS, NV 89141

10019346

NV Clark

4100-N-8247
NBS/ASMT/BAC