

PROOF OF CLAIM

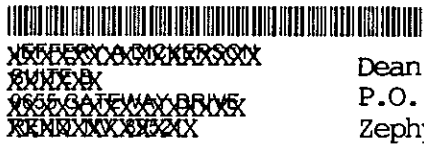
In re: **TAYLOR, BEAN & WHITAKER MORTGAGE CORP.**

Case Number: **3:09-bk-07047-JAF**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Name of Creditor and Address: the person or other entity to whom the debtor owes money or property
If necessary, please cross out pre-printed address and write in change of address.



21836931023757
Dean and Margaret Johnston
P.O. Box 10568
Zephyr Cove, NV 89448

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

CLAIM FILED

Creditor Telephone Number **775 790-3266** Check box if address is where Notice is to be sent.

THIS SPACE IS FOR COURT USE ONLY

Name and address where payment should be sent (if different from above):

JUN 15 2010

Check this box if you are the debtor or trustee in this case.

Check this box to indicate that this claim amends a previously filed claim.

Claim Number (if known):

Payment Telephone Number **775 790-3266** MIDDLE DISTRICT OF FLORIDA

Filed on:

1. AMOUNT OF CLAIM AS OF DATE CASE FILED \$ **Contingent claim estimated at \$423,000.00. See ATTACHMENT 1.**

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.
If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. BASIS FOR CLAIM: **Lawsuit that was filed against debtor. See ATTACHMENT 2.**

(See instructions #2 and #3a on reverse side.)

3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: **N/A**
3a. Debtor may have scheduled account as:

4. SECURED CLAIM (See instruction #4 on reverse side.)
Check the appropriate box if your claim is secured by a lien on property or a right of set off and provide the requested information
Nature of property or right of setoff: Describe:
 Real Estate Motor Vehicle Other
Value of Property: \$ _____ Annual Interest Rate: _____ % if any: \$ _____ Basis for Perfection: _____
Secured Claim Amount: \$ _____ DO NOT include the priority portion of your claim here.
Unsecured Claim Amount: \$ _____
Amount of arrearage and other charges as of time case filed included in secured claim.

5. PRIORITY CLAIM
 Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Unsecured Priority Claim Amount: \$ _____ Include ONLY the priority portion of your unsecured claim here.
You MUST specify the priority of the claim:
 Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
 Wages, salaries, or commissions (up to \$10,950*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
 Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).
 Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).
 Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
 Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (_____).
* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

6. CREDITS: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. SUPPORTING DOCUMENTS: Attach redacted copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are not available, please explain.
DATE-STAMPED COPY To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

The original of this completed proof of claim form must be sent by mail, hand, courier or overnight delivery (facsimile, telecopy or other electronic means NOT accepted), so that it is actually received on or before 5:00 p.m. prevailing Eastern Time on June 15, 2010, the Bar Date (as defined in the Bar Date Notice).
By Regular Mail to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing PO Box 3020 Chanhassen, MN 55317-3020
By Hand, Courier, Or Overnight Delivery to: BMC Group, Inc. Attn: Taylor, Bean & Whitaker Mortgage Corp. Claim Processing 18750 Lake Drive East Chanhassen, MN 55317

THIS SPACE FOR COURT USE ONLY
T, B & W Mortgage Corp.
03069

DATE **6/10/2010**

SIGNATURE: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.
Dean A. Johnston

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ATTACHMENT 1

Creditors assert a contingent claim against debtor estimated at \$423,000.00 (more or less depending on how this matter is adjudicated) based on Nevada District Court case # 08-CV-0063 and Nevada Supreme Court case # 54053. See ATTACHMENT 2.

Furthermore, creditors are the legal owners of the real property in dispute in the aforementioned Nevada court case numbers. See ATTACHMENT 3. The First and Second Deeds of Trust are also included herein to further prove creditors have a valid contingent claim as herein stated against debtor. See ATTACHMENT 4.

RECEIVED FILED

FEB 20 2008

1 CASE NO. 08-CV-0003

2 DEPT NO. I

DOUGLAS COUNTY DISTRICT COURT CLERK 2008 FEB 20 PM 4:24

BARBARA J. GRIFFIN CLERK

WILFERT DEPUTY

IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF DOUGLAS

8 DEAN JOHNSTON AND
9 MARGARET JOHNSTON,
husband and wife,

VERIFIED COMPLAINT
(EXEMPT FROM ARBITRATION:
EQUITABLE RELIEF REQUESTED)

10 Plaintiffs,

11 vs.

12 MORTGAGE ELECTRONIC
13 REGISTRATION SYSTEM, INC., as
14 nominee for TAYLOR BEAN & WHITAKER
MORTGAGE CORPORATION, foreign
corporations,

15 Defendants.

16
17 Plaintiffs, for their Complaint against Defendants, and each of them, complain and aver
18 as follows:

19 1. Plaintiffs are husband and wife and are the owners of property commonly
20 referred to as 207 Bedell Way Zephyr Cove, NV 89448. On or about January 8, 2008,
21 Defendants caused to be served a notice of default and election to sell under a deed of trust
22 with respect to said property, alleging a mortgage or deed of trust to secure a note in the sum
23 of \$376,000.00 in favor of Defendants, with a right of redemption expiring February 18, 2008.

24 Exhibit A hereto.

25 2. The subject mortgage was a no-document mortgage and Defendants and their
26 predecessors and/or successors failed to take any steps to ascertain the ability of Plaintiffs to
27 repay the subject loan by its terms or otherwise prior to making a home loan on the property.

Jeffrey A. Dickerson, Esq.
9655 Gateway Dr., Suite B
Reno, NV. 89521
(775) 786-6664

Jeffrey A. Dickerson, Esq.
9655 Gateway Dr., Suite B
Reno, NV. 89521
(775) 786-6664

1 3. Nevada law provides by statute and otherwise that such "no-doc" loans can only
2 be enforced under limited circumstances which are not applicable here, and which further
3 provide for remedies to the makers of such notes for actual damages sustained, with a
4 multiplier, as well as equitable remedies including enjoining the subject foreclosure.

5 4. Pursuant to said statutes, and common law, Plaintiffs are entitled to an
6 immediate injunction enjoining Defendants from foreclosing upon said property under the
7 mortgage and deed of trust and promissory note, and are further entitled to judgment in their
8 favor for damages sustained as a result of the violation in making this loan without proper
9 investigation as to Plaintiffs' ability to pay, which damages exceed the sum of \$10,000 in
10 amount.

11 5. Plaintiffs are informed and believe and thereon aver that the subject lending
12 practice is a predatory lending practice and that they are not the only ones, but that there are
13 similarly situated individuals within the State of Nevada subject to the same conduct of the
14 Defendants. Plaintiffs therefore allege on information and belief that the conduct of the
15 Defendants was wilful, malicious, fraudulent and oppressive, entitling Plaintiffs to an award of
16 punitive damages. Plaintiffs may also seek certification under NRCP 23 with respect to
17 liability.

18 WHEREFORE, Plaintiffs pray for judgment in their favor and against Defendants, jointly
19 and severally, for the aforementioned equitable relief, damages, reasonable attorney's fees
20 and costs of suit, and such other and further relief as the Court deems just and proper.

21 DATED 2/15/08

22 LAW OFFICE OF
23 JEFFREY A. DICKERSON

24 _____
25 JEFFREY A. DICKERSON

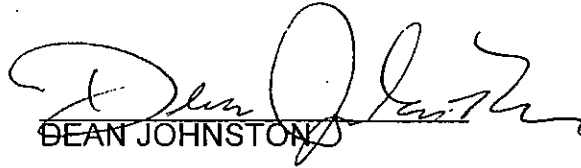
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VERIFICATION

We are the Plaintiffs herein and have read the within and foregoing Complaint and know the contents thereof; that the same is true of our own knowledge, except as to those matters stated on information and belief, and as to those matters we believe them to be true.

We declare under penalty of perjury that the foregoing is true and correct.

DATED 2/15/2008


DEAN JOHNSTON

DATED 2/15/2008


MARGARET JOHNSTON

Jeffrey A. Dickerson, Esq.
9655 Gateway Dr., Suite B
Reno, NV 89521
(775) 786-6664

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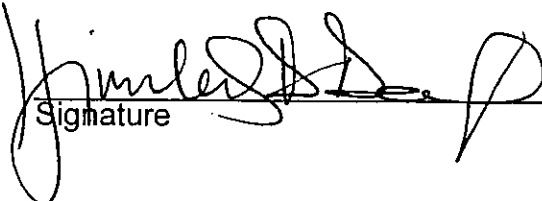
DOUGLAS COUNTY DISTRICT COURT
DOUGLAS COUNTY, STATE OF NEVADA

AFFIRMATION

Pursuant to NRS 239B.030

The undersigned does hereby affirm that the preceding document, "VERIFIED COMPLAINT (EXEMPT FROM ARBITRATION: EQUITABLE RELIEF REQUESTED)", in Case No. _____, **DOES NOT** contain the Social Security Number of any person.

DATED this 20 day of February, 2008.


Signature

Jeffrey A. Dickerson, Esq.
9655 Gateway Dr., Suite B
Reno, NV 89521
(775) 786-6664

IN THE SUPREME COURT OF THE STATE OF NEVADA

DEAN JOHNSTON AND MARGARET
JOHNSTON, HUSBAND AND WIFE,
Appellants,

vs.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEM, INC., AS
NOMINEE FOR TAYLOR BEAN &
WHITAKER MORTGAGE
CORPORATION, FOREIGN
CORPORATIONS,
Respondents.

No. 54053

FILED

FEB 05 2010

TRACIE K. LINDEMAN
CLERK OF SUPREME COURT
BY S. Young
DEPUTY CLERK

ORDER DISMISSING APPEAL

Respondent Mortgage Electronic Registration System, Inc.

In responding to the November 20, 2010, order directing a status report issued by this court, appellants indicated that respondent Mortgage Electronic Registration System, Inc. (MERS) is not properly a respondent to this appeal because it was never served in the underlying action. Likewise, respondent Taylor Bean & Whitaker Mortgage Corporation indicated, in its response to our order directing a status report, that MERS never appeared in the underlying action.¹ Accordingly, because it appears that MERS is not a proper respondent to this appeal, we dismiss the appeal as to MERS.

¹Counsel for Taylor Bean has further indicated that it does not represent MERS on appeal. As a result, the clerk of this court shall remove the law firm of Alverson Taylor Mortensen & Sanders from being listed as counsel of record for MERS on the court's docket.

Respondent Taylor Bean & Whitaker Mortgage Corporation

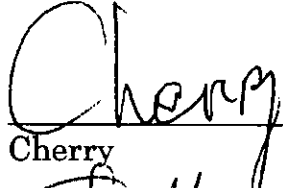
On August 28, 2009, this court received notice that Taylor Bean filed a Chapter 11 bankruptcy petition on August 24, 2009, in the United States Bankruptcy Court for the Middle District of Florida. The filing of a bankruptcy petition operates to stay, automatically, the “continuation” of any “judicial . . . action . . . against the [bankruptcy] debtor.” 11 U.S.C. § 362(a)(1). An appeal, for purposes of the automatic bankruptcy stay, is considered a continuation of the action in the trial court. See, e.g., Ingersoll-Rand Financial Corp. v. Miller Min. Co., 817 F.2d 1424 (9th Cir. 1987). Consequently, an appeal is automatically stayed if the debtor was the defendant in the underlying trial court action. Id. A review of the district court documents submitted to this court pursuant to NRAP 3(e) reveals that Taylor Bean was a defendant in the action below. Accordingly, the automatic bankruptcy stay applies to this appeal.

Given the applicability of the automatic stay, this appeal may linger indefinitely on this court’s docket pending final resolution of the bankruptcy proceedings. Accordingly, we conclude that judicial efficiency will be best served if this appeal is dismissed without prejudice to appellants’ right to move to reinstate their appeal against Taylor Bean upon the lifting of the bankruptcy stay. Because a dismissal without prejudice will not require this court to reach the merits of this appeal and is not inconsistent with the primary purposes of the bankruptcy stay—to provide protection for debtors and creditors—we further conclude that such a dismissal will not violate the bankruptcy stay. See Dean v. Trans World Airlines, Inc., 72 F.3d 754, 756 (9th Cir. 1995) (holding that a post-bankruptcy dismissal will violate the automatic stay “where the decision


to dismiss first requires the court to consider other issues presented by or related to the underlying case"); see also IUFA v. Pan American, 966 F.2d 457, 459 (9th Cir. 1992) (holding that the automatic stay does not preclude dismissal of an appeal so long as dismissal is "consistent with the purpose of [11 U.S.C. §362(a)]").

Accordingly, we dismiss this appeal as to Taylor Bean. This dismissal is without prejudice to the parties' right to move for reinstatement of this appeal upon either the lifting of the bankruptcy stay or final resolution of the bankruptcy proceedings


It is so ORDERED.²



Cherry J.



Saitta J.



Gibbons J.

cc: Hon. David R. Gamble, District Judge
Lester H. Berkson, Settlement Judge
Mortgage Electronic Registration System, Inc.
Jeffrey A Dickerson
Alverson Taylor Mortensen & Sanders
Douglas County Clerk

²In light of this order, we deny as moot all motions currently pending in this appeal.

Active Parcel Number:
1418-34-111-021

Document: 683801
Book: 09 06
Page: 1159

Previous (OLD) Parcel Number:
0000-03-142-100

Address:
207 BEDELL WY.
TAHOE DOUGLAS SEWER
CAVE ROCK VILLAGE

Assessed Values:
Land Value: \$43,750
Impv. Value: \$4,810
Assessed Value: \$48,560
[more sales and value info](#)

Building:
Residence Sqft 654
Stories 2 0
Original Const YR 1942
Composite Const YR 1957

Property:
Property Name: CAVE ROCK VILLAGE
Sub 3
Lot 2
Block 2
Total Acres 0.040

Assessed Owner:
JOHNSTON, DEAN & MARGARET

PO BOX 10568
ZEPHYR COVE, NV 89448

Tax Abatement Status:
Owner

Annual Taxes

Legal Owner:
JOHNSTON, DEAN & MARGARET



Photos do not necessarily depict the current appearance of the property.

DOC # 0683802
09/05/2006 03:01 PM Deputy: SD

CONFORMED COPY
Requested By:

FIRST CENTENNIAL TITLE CO OF
NV

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 15 Fee: 28.00
BK-0906 PG- 1161 RPTT: 0.00



Parcel Number: 1418-34-111-021

RECORDING REQUESTED BY

Name: Taylor, Bean & Whitaker Mortgage Corp.

RETURN TO

Name: Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave.
Address: Ocala, FL 34475

[Space Above This Line For Recording Data]

153782-CZ

DEED OF TRUST

MIN: 100029500013526011

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 August 29, 2006 together with all Riders to this document.

(B) "Borrower" is Dean Johnston and Margaret Johnston, Husband and Wife As Joint Tenants

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Taylor, Bean & Whitaker Mortgage Corp.

Lender is a Florida Corporation
the laws of FL
1417 North Magnolia Ave, Ocala, FL 34475

organized and existing under
Lender's address is

(D) "Trustee" is First Centennial Title

(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.

NEVADA—Single Family—Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

Form 3029 1/01

ITEM T2699L1 (0108)—MERS

(Page 1 of 14 pages)

GREATLAND ■
To Order Call: 1-800-530-9393 □ Fax: 616-791-1131



0240851352601

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(F) "Note" means the promissory note signed by Borrower and dated **August 29, 2006**. The Note states that Borrower owes Lender **Three Hundred Seventy Six Thousand and no/100** Dollars (U.S. **\$376,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 01, 2036**.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

See Attached Exhibit A.

(If the legal description is a metes and bounds description, the name and mailing address of the preparer is:

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave
Ocala, FL 34475

which currently has the address of

207 Bedell Way
[Street]

Zephyr Cove
[City]

, Nevada

89448
[Zip Code]

("Property Address"):

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

Parcel Number: 1418-34-111-021

RECORDING REQUESTED BY

Name:

RETURN TO

Name: First Centennial Title
1025 Roberta Lane
Address: Sparks, Nevada 89431

DOC # 0683803
09/05/2006 03:02 PM Deputy: SD

CONFORMED COPY
Requested By:

FIRST CENTENNIAL TITLE CO OF
NV

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 16 Fee: 29.00
BK-0906 PG- 1176 RPTT: 0.00



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153782-CZ

**DEED OF TRUST
(Secondary Lien)**

MIN: 100029500013526144

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated August 29, 2006 together with all Riders to this document.

(B) "Borrower" is Dean Johnston and Margaret Johnston, Husband and Wife As Joint Tenants

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Taylor, Bean & Whitaker Mortgage Corp.

Lender is a Florida Corporation
the laws of FL

1417 North Magnolia Ave, Ocala, FL 34475

organized and existing under
Lender's address is

(D) "Trustee" is JLM Title LLC, a Nevada Limited Liability Company DBA Frist Centennial Title Company of Nevada

(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.

NEVADA DEED OF TRUST—Single Family—Secondary Lien

THE COMPLIANCE SOURCE, INC. ©

ITEM T8828L1 (0304)—MERS

(Page 1 of 14 pages)

GREATLAND ■

To Order Call: 1-800-530-9293 □ Fax: 616-791-1131



0244861352614

(F) "Note" means the promissory note signed by Borrower and dated **August 29, 2006**

The Note states that Borrower owes Lender **Forty Seven Thousand and no/100**

Dollars (U.S. **\$47,000.00**)

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **September 01, 2021**

(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, if allowed under Applicable Law, and all sums due under this Security Instrument, plus interest.

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

- Adjustable Rate Rider Condominium Rider Second Home Rider
 Balloon Rider Planned Unit Development Rider Biweekly Payment Rider
 Home Improvement Rider Revocable Trust Rider
 Other(s) [specify]

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

See Attached Exhibit A.

(If the legal description is a metes and bounds description, the name and mailing address of the preparer is:

Taylor, Bean & Whitaker Mortgage Corp.
1417 North Magnolia Ave

which currently has the address of

207 Bedell Way
[Street]

Zephyr Cove, Nevada
[City]

89448 ("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,

NEVADA DEED OF TRUST—Single Family—Secondary Lien
THE COMPLIANCE SOURCE, INC. ©
ITEM T962BL3 (0304)—MERS

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