

McCarthy ♦ Holthus
1770 Fourth Avenue
San Diego, CA 92101



U537



NV-18-143335
NATIONAL LABOR RELATIONS BOARD
Attn: Managing Agent
APPELLATE/SUP. CT. LITIGATION
LINDA DREEBEN, ESQ.
1099 14TH STREEET, NW
WASHINGTON, DC 20570



16498499

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SECTION 362 INFORMATION COVER SHEET

DEBTORS: Jan Glaser and Tatyana Khomyakova dba Design Technology Group

BANKRUPTCY NO. 16-15483-abl

MOTION #: _____

MOVANT: Wells Fargo Bank, N.A.

CHAPTER: 7

Certification of Attempt to Resolve the Matter Without Court Action:

Moving counsel hereby certifies that pursuant to the requirement of LR 4001(a)(2), the subject property has been identified as being surrendered in the plan and/or schedules, or an attempt has been made to resolve the matter without court action, but movant has been unable to do so.

Date: 3/5/2018

Signature: /s/ Michael Chen, Esq. Attorney for Movant

PROPERTY INVOLVED IN THIS MOTION: 3038 Nordoff Cir, Las Vegas, NV 89121

NOTICE SERVED ON: Debtors: Jan Glaser and Tatyana Khomyakova dba Design Technology Group; Debtors' counsel, Marjorie A. Guymon; Trustee, Shelley D Krohn.

DATE OF SERVICE:

<u>MOVING PARTY'S CONTENTIONS:</u>			<u>DEBTORS' CONTENTIONS:</u>		
The EXTENT and PRIORITY OF LIENS:			The EXTENT and PRIORITY OF LIENS:		
1 st Wells Fargo Bank, N.A.	\$	313,735.81	1 st		
2 nd	\$		2 nd		
3 rd	\$		3 rd		
4 th	\$		Other		
Total Encumbrances:	\$	313,735.81	Total Encumbrances:		
APPRAISAL or OPINION as to VALUE:	\$	200,000.00	APPRAISAL or OPINION as to VALUE:		
<u>TERMS OF MOVANT'S CONTRACT with the DEBTOR</u>			<u>OFFER OF "ADEQUATE PROTECTION" for MOVANT:</u>		
Amount of Note:		\$340,000.00	SPECIAL CIRCUMSTANCES:		
Interest Rate:		4.75%			
Duration:		30 Years			
Payment per month:		\$2,009.98			
Date of Default :		12/01/17			
Amount of Arrears:		\$6,473.34			
Date of Notice of Default:					
SPECIAL CIRCUMSTANCES: There is no equity in the property for the debtor.					
Submitted by: Michael Chen					
Signature: <u>/s/ Michael Chen</u>					
			Submitted by:		
			Signature:		

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INSTRUCTIONS
for Section 362 Cover Sheet

To expedite the hearing of Section 362 motions for relief from the automatic stay, the moving party shall complete and file with the motion a copy of this Cover Sheet. The Cover Sheet requires a statement of the nature and extent of the liens on the Debtors' property at issue. The movant must show at least the status of the issue. The movant must show at least the status of the movant's lien and any senior liens. At the Court's discretion, the motion may be denied if this exhibit has not been completed and filed, unless the information is not applicable (such as for motions to lift stay to allow pending litigation to proceed).

This Cover Sheet shall be attached to the front of the motion and a copy served on the debtor. The debtor shall indicate disagreement on the right of the Cover Sheet. The debtor shall file the completed Cover Sheet to the Debtors' formal response or opposition to the motion.

Special circumstances that would compel the granting or denial of the requested relief shall be set forth briefly on the bottom of this Cover Sheet and shall be explained more fully in the motion or response.

NOTICING REQUIREMENTS

The Court will not hear motions not properly noticed. Unless the Court otherwise orders, twenty-eight (28) days notice of all motions for relief from the automatic stay must be served on the Debtors, the Debtors' attorney and, where applicable, the Chapter 7 trustee, the Chapter 13 standing trustee, or the Chapter 11 trustee. See Bankruptcy Rules 4001, 9014, and 7004, and the Local Rules of Practice for the District of Nevada, LR 4001, and LR 9013.

1 Kristin A. Schuler-Hintz, Esq., SBN 7171
Michael Chen, Esq., SBN 7307
2 9510 West Sahara Avenue, Suite 200
Las Vegas, NV 89117
3 Phone (702) 685-0329
4 Fax (866) 339-5691
NVBK@McCarthyHolthus.com

5
6 Attorney for Secured Creditor, Wells Fargo Bank, N.A.

7
8 UNITED STATES BANKRUPTCY COURT
9 DISTRICT OF NEVADA (LAS VEGAS)

10
11 In re:) Case No. 16-15483-ABL
12)
Jan Glaser,) Chapter 7
13 Tatyana Khomyakova dba Design Technology)
Group,) **WELLS FARGO BANK, N.A.'S MOTION**
14) **FOR RELIEF FROM AUTOMATIC STAY**
Debtors.) **AND ABANDONMENT**
15)
16)
17) HEARING:
18) DATE: 4/11/2018
19) TIME: 10:30am
20) CTRM: 1
21) PLACE: 300 Las Vegas Boulevard South, Las
Vegas, NV 89101

22 **Wells Fargo Bank, N.A.** ("Secured Creditor" herein), moves this Court for an Order
23 Terminating the Automatic Stay of 11 U.S.C. § 362 as to moving party (and the Trustee under
24 the Deed of Trust securing moving party's claim) so that moving party and its Trustee may,
25 enforce its rights under applicable state law, or at its election, seek to modify the loan, relative
26 to the Note and Deed of Trust secured by the Debtors' property, commonly known as 3038
27 Nordoff Cir, Las Vegas, NV 89121 ("Property" herein). Further, Secured Creditor moves this
28 Court for an Order for Abandonment pursuant to 11 U.S.C. § 554(b) and Bankruptcy Rule
29 6007(b).

1 Secured Creditor is the holder of a Promissory Note dated 05/25/2012, in the principal
2 amount of \$340,000.00, which is secured by the Deed of Trust of the same date. See Exhibit
3 "1". A true and correct copy of the Note is attached hereto as Exhibit "2". Movant, directly or
4 through an agent, has possession of the Note. Movant is an entity entitled to enforce the Note.

5 The current market value of the Debtors' subject Property is \$200,000.00, based upon
6 the Debtors' own value as set forth in Schedule A. See Exhibit "3".

7 Based upon Secured Creditor's past practices, it is expected that the cost of sale of the
8 property will be at least eight to ten percent of the value of the property. In the present case, the
9 Debtors have no equity in the Property, as evidenced by the approximate market value
10 compared to the total liens against the Property, principally that of Secured Creditor herein and
11 the other liens as noted in this Motion.

12	Value (As of 2/23/2018)	\$	200,000.00
13	Total Liens to Secured Creditor	\$	313,735.81
14	Less 8% Cost of Sale	\$	16,000.00
15	Equity	\$	(129,735.81)

16 Based on the foregoing, Secured Creditor alleges that there is no equity in the subject
17 property, the subject property is not necessary for an effective reorganization, and Secured
18 Creditor is not adequately protected.

19 Secured Creditor is not receiving regular monthly payments, and is unfairly delayed
20 from proceeding with the foreclosure of the subject Property. The Debtor is in substantial
21 default with contractual payments. Accordingly, relief from the automatic stay should be
22 granted to Secured Creditor pursuant to 11 U.S.C. § 362(d)(1) and (2).

23 The Debtors filed this subject bankruptcy petition on 10/10/2016.

24 Pursuant to the terms of the Deed of Trust, a payment received is applied to the account
25 and credited to the next due payment. For example, a payment received in December will be
26 applied to the November payment if no payment had been received in November.

27 With respect to Secured Creditor's Deed of Trust, the following is now due:
28
29

1	Total Due			
2	Unpaid Principal Balance:		\$	308,361.57
3	Accrued Interest as of 02/23/2018:		\$	4,584.77
4	Escrow Advances as of 02/23/2018:		\$	346.07
5	DELINQUENCIES			
6	Monthly Payments:	3	at \$2,009.98	\$ 6,029.94
7	(12/01/17 through 02/01/18)			
8	Late Charges:		\$	443.40
9	Total Delinquencies:		\$	6,473.34
10	Total Due to Secured Creditor:		\$	313,735.81

11 The next scheduled monthly payment of \$2,009.98 is due 03/01/2018, and continuing
12 each month thereafter. However, this amount may be subject to change pursuant to the terms of
13 the applicable loan documents.

14 No foreclosure action has been commenced as of this date against the property.

15 Debtors executed a promissory note secured by a mortgage or deed of trust. The
16 promissory note is either made payable to Creditor or has been duly endorsed. Creditor, directly
17 or through an agent, has possession of the promissory note. Creditor is the original mortgagee or
18 beneficiary or assignee of the mortgage or deed of trust.

19 In accordance with Local Rule 4001(a)(2), on 02/12/2018, Secured Creditor sent a Meet
20 and Confer letter to the parties of interest herein in an attempt to communicate in good faith
21 regarding resolution of the instant motion. To date, Secured Creditor has been unable to resolve
22 this matter and as a result, brings this motion. See Exhibit "4".

23 **ORDER COMPELLING THE TRUSTEE TO ABANDON THE PROPERTY IS**
24 **APPROPRIATE PURSUANT TO 11 U.S.C. § 554(b)**

25 Pursuant to 11 U.S.C § 554(b) and Bankruptcy Rule 6007(b), the court may, on request
26 of a party in interest and after notice and a hearing, order the trustee to abandon any property of
27 the bankruptcy estate that is burdensome or of inconsequential value and benefit to the estate.
28 The party seeking abandonment bears the burden of proving the property is either burdensome or
29 of inconsequential benefit and value to the estate. In re Alexander, 289 B.R. 711, 715 (B.A.P. 8th

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Cir. 2003). The bankruptcy court has the discretion to determine whether the factual predicates for abandonment are present. In re Nelson, 251 B.R. 857, 859 (B.A.P. 8th Cir. 2000). Bankruptcy courts have found that abandonment is appropriate in circumstances where there is no concrete evidence of value to the bankruptcy estate. See Id. at 861. Further, the bankruptcy court may order abandonment in a bankruptcy proceeding that involves issues other than abandonment, such as automatic stay litigation. Catalano v. C.I.R., 279 F.3d 682, 687 (9th Cir. 2002).

Here, since the subject property has no equity, it is accordingly burdensome to, and/or is of inconsequential value and benefit to, the estate. Thus, an Order directing that the Trustee abandon the subject property is appropriate in accordance with 11 U.S.C. § 554(b).

WHEREFORE, Secured Creditor prays for judgment as follows:

1. For an Order granting relief from the automatic stay, permitting Secured Creditor to pursue their rights under applicable State and Federal Law to recover the property or to modify the loan.
2. For an Order directing that the Trustee abandon the subject property, as the subject property has no equity and thus, is burdensome to, and/or is of inconsequential value and benefit to, the estate pursuant to 11 U.S.C § 554(b).
3. For an Order permitting Movant, at its option, to offer, provide and enter into a potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement as allowed by state law, said agreement would be non-recourse unless included in a reaffirmation agreement, and permitting Movant to contact the Debtor via telephone or written correspondence to offer such an agreement.
4. For an Order for the immediate pre-confirmation distribution and accounting of any funds being held as adequate protection for Secured Creditor.
5. For an Order that the 14-day stay described by Bankruptcy Rule 4001(a)(3) be waived.

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- 6. For an Order modifying the automatic stay to protect Secured Creditor's interest, as the Court deems proper.
- 7. For attorneys' fees and costs incurred herein.
- 8. For such other relief as the Court deems proper.

Dated: March 5, 2018

McCarthy & Holthus, LLP

By: /s/ Michael Chen
Michael Chen, Esq.
Kristin A. Schuler-Hintz, Esq.
Attorney for Secured Creditor
Wells Fargo Bank, N.A.

1 Kristin A. Schuler-Hintz, Esq., SBN 7171
Michael Chen, Esq., SBN 7307
2 McCarthy & Holthus, LLP
9510 West Sahara Avenue, Suite 200
3 Las Vegas, NV 89117
4 Phone (702) 685-0329
5 Fax (866) 339-5691
NVBK@McCarthyHolthus.com

E-filed:

6 Attorney for Secured Creditor, Wells Fargo Bank, N.A.

7
8 UNITED STATES BANKRUPTCY COURT
9 DISTRICT OF NEVADA (LAS VEGAS)

10 In re:) Case No. 16-15483-abl
11)
12 Jan Glaser,) Chapter 7
Tatyana Khomyakova dba Design Technology)
13 Group) **NOTICE OF HEARING ON WELLS**
14 Debtors) **FARGO BANK, N.A.'S MOTION FOR**
15) **RELIEF FROM AUTOMATIC STAY AND**
16) **ABANDONMENT WITH CERTIFICATE**
17) **OF SERVICE**
18)
19) DATE: 4/11/2018
20) TIME: 10:30am
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20 **NOTICE IS HEREBY GIVEN** that a MOTION FOR RELIEF FROM AUTOMATIC STAY
21 AND ABANDONMENT was filed on 3/5/2018 by McCarthy & Holthus, LLP. The Motion
22 seeks the following relief: (1) Secured Creditor seeks an order terminating/modifying the
23 automatic stay to allow it foreclose on the subject property, or, in the alternative as appropriate,
24 seek to modify the loan as to the subject real property commonly known as 3038 Nordoff Cir,
25 Las Vegas, NV 89121, and (2) Secured Creditor seeks an order directing that the Trustee
26 abandon the subject property. Any opposition must be filed pursuant to Local Rule 9014(d)(1).

1 **NOTICE IS FURTHER GIVEN** that if you do not want the court to grant the relief sought in
2 the Motion, or if you want the court to consider your views on the Motion, then you must file an
3 opposition with the court, and serve a copy on the person making the Motion ***no later than 14***
4 ***days*** preceding the hearing date for the motion. If the hearing date has been set on shortened time
5 in accordance with LR 9006, then the opposition must be filed and served no later than 2
6 business days before the hearing, or as set forth in the Order Shortening Time. The opposition
7 must state your position, set forth all relevant facts and legal authority, and be supported by
8 affidavits or declarations that conform to Local Rule 9014(c).
9

10 If you object to the relief requested, you *must* file a **WRITTEN** response to this
11 pleading with this court. You *must* also serve your written response on the
12 person who sent you this notice.

13 If you do not file a written response with the court, or if you do not serve your
14 written response on the person who sent you this notice, then:

- 15 • The court may *refuse to allow you to speak* at the scheduled
16 hearing; and
- 17 • The court may *rule against you* without formally calling the
18 matter at the hearing.

19 **NOTICE IS FURTHER GIVEN** that the hearing on the said Motion will be held before a United
20 States Bankruptcy Judge, in the Foley Building, 300 Las Vegas Boulevard South, Third Floor,
21 Bankruptcy Courtroom No. 1, Las Vegas, Nevada 89101 on 4/11/2018 at the hour of 10:30am.
22

23 Dated: March 5, 2018

McCarthy & Holthus, LLP

24
25 By: /s/ Michael Chen

26 Michael Chen, Esq.

27 Attorney for Secured Creditor
28 Wells Fargo Bank, N.A.
29

CERTIFICATE OF SERVICE

On , I served the foregoing documents described as **NOTICE OF HEARING ON WELLS FARGO BANK, N.A.'S MOTION AND MOTION FOR RELIEF FROM AUTOMATIC STAY AND ABANDONMENT** on the following individuals by electronic means through the Court's ECF program:

COUNSEL FOR DEBTORS
Marjorie A. Guymon
bankruptcy@goldguylaw.com

TRUSTEE
Shelley D Krohn
shelley@trusteekrohn.com

TRUSTEE COUNSEL
Jeanette E. McPherson
bkfilings@s-mlaw.com

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ _____

On 3/5/2018, I served the foregoing documents described as **NOTICE OF HEARING ON WELLS FARGO BANK, N.A.'S MOTION AND MOTION FOR RELIEF FROM AUTOMATIC STAY AND ABANDONMENT**, on the following individuals by depositing true copies thereof in the United States mail at San Diego, CA, enclosed in a sealed envelope, with postage paid, addressed as follows:

DEBTORS
Jan Glaser
3850 Placita Del Rico
Las Vegas, NV 89120

Tatyana Khomyakova dba Design Technology Group
3850 Placita Del Rico
Las Vegas, NV 89120

1 SPECIAL NOTICE
2 Amanda M. Perach
3 MCDONALD CARANO WILSON LLP
4 Attn: Managing Agent
5 2300 West Sahara Avenue, Suite 1200
6 Las Vegas, NV 89102

7 MARIO HERMAN, ESQ.
8 Attn: Managing Agent
9 5335 WISCONSIN AVE. NW
10 SUITE 440
11 WASHINGTON, DC 20015-2079

12 Vanessa N. Morris and Holli Thomas
13 Attn: Managing Agent
14 c/o Emily P. Rich
15 WEINBERG, ROGER & ROSENFELD
16 1001 Marina Village PKWY, STE 200
17 Alameda, CA 94501-6480

18 BOULEVARD INVEST LLC
19 Attn: Managing Agent
20 PO BOX 844711
21 LOS ANGELES, CA 90084-4711

22 Capital One
23 Attn: Managing Agent
24 PO Box 30285
25 Salt Lake City, UT 84130

26 SPHEAR INVESTMENTS, LLC
27 Attn: Managing Agent
28 c/o McDonald Carano Wilson LLP
29 2300 W. Sahara Avenue
Suite 1200
Las Vegas, NV 89102-4395

(p)WELLS FARGO BANK NA WELLS FARGO HOME MORTGAGE AMERICAS
SERVICING
Attn: Managing Agent
ATTN BANKRUPTCY DEPT MAC X7801-014
3476 STATEVIEW BLVD
FORT MILL, SC 29715-7203

///

1 DINO SATTALANTE TRUST
2 Attn: Managing Agent
3 10309 ORKINEY DRIVE
4 Las Vegas, NV 89144-4316

5 CLARK COUNTY TREASURER
6 Attn: Managing Agent
7 BANKRUPTCY CLERK
8 P O BOX 551220
9 LAS VEGAS, NV 89155-1220

10 DTG CALIFORNIA MANAGEMENT, LLC
11 Attn: Managing Agent
12 980 AMERICAN PACIFIC #100
13 Henderson, NV 89014-7866

14 Wells Fargo
15 Attn: Managing Agent
16 P O Box 10335
17 Des Moines, IA 50306-0335

18 FORUM SHOPS LLC
19 Attn: Managing Agent
20 SIMON PROPERTY GROUP INC
21 225 W. WASHINGTON ST.
22 INDIANAPOLIS, IN 46204-3438

23 Chase Card Services
24 Attn: Correspondence Dept
25 Po Box 15298
26 Wilmington, DE 19850-5298

27 (p)INTERNAL REVENUE SERVICE
28 Attn: Managing Agent
29 CENTRALIZED INSOLVENCY OPERATIONS
30 PO BOX 7346
31 PHILADELPHIA, PA 19101-7346

32 Bank Of America
33 Attn: Managing Agent
34 Nc4-105-03-14
35 Po Box 26012
36 Greensboro, NC 27420-6012

37 ///

38 ///

1 DTG HOLDINGS, LLC
2 Attn: Managing Agent
3 980 AMERICAN PACIFIC #100
4 HENDERSON, NV 89014-7866

5 AMEX
6 Attn: Managing Agent
7 CORRESPONDENCE
8 PO BOX 981540
9 EL PASO, TX 79998-1540

10 FORUM SHOPS, LLC
11 Attn: Managing Agent
12 867011 RELIABLE PARKWAY
13 CHICAGO, IL 60686-0070

14 DEPARTMENT OF MOTOR VEHICLES & PUBLIC SAFETY
15 Attn: Managing Agent
16 REGISTRATION DIVISION, MOTOR CARRIER BUR
17 555 WRIGHT WAY
18 CARSON CITY, NV 89711-0001

19 First Data Global Leasing
20 Attn: Managing Agent
21 by American InfoSource LP as agent
22 PO Box 248838
23 Oklahoma City, OK 73124-8838

24 Credit One Bank Na
25 Attn: Managing Agent
26 Po Box 98873
27 Las Vegas, NV 89193-8873

28 JULIE MARIE BETTI, SANDRA AND
29 Attn: Managing Agent
DERMOT NAUGHTON, JAMES G. NAUGHTON TRUST
JULIE MARIE BETTI
202 VAGABOND COURT
ALAMO, CA 94507-2804

Michael & Associates
Attn: Managing Agent
1850 E. Flamingo Road, Suite 204
Las Vegas, NV 89119-5113

1 MOAC MALL HOLDINGS LLC
2 Attn: Managing Agent
3 KATHLEEN J. ALLEN
4 60 EAST BROADWAY
5 Bloominton, MN 55425-5510

6 CLARK COUNTY ASSESSOR
7 Attn: Managing Agent
8 BANKRUPTCY CLERK
9 PO BOX 551401
10 Las Vegas, NV 89155-1401

11 DTG PENNSYLVANIA MANAGEMENT LLC
12 Attn: Managing Agent
13 980 AMERICAN PACIFIC DR. #100
14 HENDERSON, NV 89014-7866

15 OFFICE OF THE US TRUSTEE
16 Attn: Managing Agent
17 300 SOUTH LAS VEGAS BLVD., #4300
18 Las Vegas, NV 89101-5803

19 FORUM SHOPS, LLC
20 Attn: Managing Agent
21 C/O AGNES WONG, ESQ.
22 JOLLEY URGAS WOODBURY & LITTLE
23 3800 HOWARD HUGHES PARKWAY
24 Las Vegas, NV 89169-5910

25 Simon Property Group, Inc.
26 Attn: Ronald M. Tucker, Esq.
27 225 West Washington Street
28 Indianapolis, IN 46204

29 HP GASLAMP SQ LLC
Attn: Managing Agent
DEPT LA 24197
PASADENA, CA 91185-0001

STATE OF NEVADA, ON RELATION OF ITS DEPARTMENT
Attn: Managing Agent
555 E WASHINGTON AVE., STE 3900
Las Vegas, NV 89101-1068

///

1 JAMES G. NAUGHTON TRUST
2 Attn: Managing Agent
3 36153 CROMPTON CIRCLE
4 FARMINGTON, MI 48335-2008

5 BANK OF AMERICA
6 Attn: Managing Agent
7 800 5TH AVE.
8 Seattle, WA 98104-3185

9 KEN R. ASHWORTH & ASSOCIATES
10 Attn: Managing Agent
11 1057 WHITNEY RANCH DR.
12 SUITE 350
13 Henderson, NV 89014-3191

14 DESIGN TECHNOLOGY GROUP, LLC
15 Attn: Managing Agent
16 980 AMERICAN PACIFIC DR. #100
17 HENDERSON, NV 89014-7866

18 MEDARTS PROPERTY LP
19 Attn: Managing Agent
20 C/O ASI
21 100 S. BROAD ST.
22 Philadelphia, PA 19110-1023

23 Wells Fargo Bank, N.A.
24 Attn: Managing Agent
25 Business Direct Division
26 P.O. Box 29482
27 Phoenix, AZ 85038-9482

28 MOAC MALL HOLDINGS, LLC
29 Attn: Managing Agent
30 NW 5826
31 PO BOX 1450
32 MINNEAPOLIS, MN 55485-1450

33 Premier Bankcard, Llc
34 Attn: Managing Agent
35 c o Jefferson Capital Systems LLC
36 Po Box 7999
37 Saint Cloud, MN 56302-7999

1 NATIONAL LABOR RELATIONS BOARD
2 Attn: Managing Agent
3 APPELLATE/SUP. CT. LITIGATION
4 LINDA DREEBEN, ESQ.
5 1099 14TH STREEET, NW
6 WASHINGTON, DC 20570-0001

7 DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION,
8 CONTRIBUTIONS SECTION
9 Attn: Managing Agent
10 EMPLOYMENT SECURITY DIVISION
11 500 EAST THIRD STREET
12 CARSON CITY, NV 89713-0002

13 New York State Dept. of
14 Attn: Managing Agent
15 Taxation and Finance
16 Bankruptcy Section
17 PO Box 5300
18 Albany, NY 12205-0300

19 Fst Premier
20 Attn: Managing Agent
21 601 S Minneapolis Ave
22 Sioux Falls, SD 57104

23 SPHERE INVESTMENTS, LLC
24 Attn: Managing Agent
25 C/O AARON SHIPLEY & RORY KAY, ESQ.
26 MCDONALD CARANO WILSON LLP
27 2300 W. SAHARA AVENUE, SUITE 1200
28 Las Vegas, NV 89102-4395

29 INTERNAL REVENUE SERVICE
ATTN: BANKRUPTCY DEPARTMENT
STOP 5028
110 CITY PARKWAY
Las Vegas, NV 89106-6085

Sinosure
Attn: Managing Agent
c/o Brown & Joseph, Ltd.
One Pierce Place, Ste. 1225 W.
Itasca, IL 60143-1253

1 WEINBERG, ROGER & ROSENFELD
2 Attn: Managing Agent
3 A Professional Corporation
4 1001 Marina Village Parkway, Suite 200
5 Alameda, CA 94501-1091

6 TATYANA DESIGNS, INC.
7 Attn: Managing Agent
8 090 AMERICAN PACIFIC DR. #100
9 Henderson, NV 89014

10 American Express Centurion Bank
11 Attn: Managing Agent
12 c/o Becket and Lee LLP
13 POB 3001
14 Malvern, PA 19355

15 WEINBERG, ROGER & ROSENFELD
16 Attn: Managing Agent
17 DAVID ROSENFELD, ESQ.
18 1001 MARINA VILLAGE PK WY
19 Alameda, CA 94501-6480

20 PYOD, LLC its successors and assigns as assi of FNBM, LLC
21 Attn: Managing Agent
22 Resurgent Capital Services
23 PO Box 19008
24 Greenville, SC 29602-9008

25 RPAI SOUTH WEST MANAGEMENT
26 Attn: Managing Agent
27 PO BOX 413007
28 SALT LAKE CITY, UT 84141-3007

29 NEVADA DEPT. OF TAXATION
Attn: Managing Agent
BANKRUPTCY DEPARTMENT
555 EAST WASHINGTON AVENUE, #1300
Las Vegas, NV 89101-1046

STATE OF NEVADA DEPARTMENT OF TAXATION
Attn: Managing Agent
1550 E. WASHINGTON AVE.
LAS VEGAS, NV 89101

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Capital One Bank (USA), N.A.
Attn: Managing Agent
PO Box 71083
Charlotte, NC 28272-1083

Nationstar Mortgage LLC
Attn: Managing Agent
8950 Cypress Waters Blvd
Coppell, TX 75019-4620

Wells Fargo Bank Card
Attn: Managing Agent
Mac F82535-02f
Po Box 10438
Des Moines, IA 50306-0438

BANK OF AMERICA, N.A.
Attn: Managing Agent
c/o Joseph G. Went, Esq.
Holland & Hart LLP
9555 Hillwood Drive, 2nd Floor
Las Vegas, NV 89134-0532

Sinosure
Attn: Managing Agent
c/o The Leviton Law Firm
3 Golf Center, Suite 361
Hoffman Estates, IL 60169-4910

SPHEAR INVESTMENTS, LLC
Attn: Managing Agent
C/O AMANDA PERACH, ESQ.
McDONALD CARANO WILSON LLP
2300 W. SAHARA AVENUE, SUITE 1200
LAS VEGAS, NV 89102-4395

State of Nevada Department of Taxation
Attn: Managing Agent
555 E. Washington Ave. STE# 1300
Las Vegas, NV 89101-1046

///
///
///

1 U.S. TRUSTEE - LV - 7
2 Attn: Managing Agent
3 300 LAS VEGAS BLVD., SO.
4 SUITE 4300
LAS VEGAS, NV 89101-5803

5 I declare under penalty of perjury under the laws of the United States of America that the foregoing
6 is true and correct.

7 /s/ Hue Banh

8 Hue Banh
9

10
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Kristin A. Schuler-Hintz, Esq., Nevada SBN 7171
Michael Chen, Esq., Nevada SBN 7307
McCarthy & Holthus, LLP
9510 West Sahara Avenue, Suite 200
Las Vegas, NV 89117
Phone (702) 685-0329
Fax (866) 339-5691
NVBK@McCarthyHolthus.com

Attorney for: Secured Creditor, Wells Fargo Bank, N.A.

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:) Case No.: 16-15483-abl
)
Jan Glaser,) Chapter 7
Tatyana Khomyakova dba Design Technology)
Group,) DATE: 4/11/2018
) TIME: 10:30am
Debtors.)
) **ORDER TERMINATING**
) **AUTOMATIC STAY AND**
) **ABANDONMENT**

The Motion for Relief From Automatic Stay and Abandonment came on regularly for hearing at the date and time set forth above before the United States Bankruptcy Court. Upon

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1 review of the Motion and supporting evidence, and good cause appearing, the Court rules as
2 follows:

3 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the automatic stay
4 provisions of 11 U.S.C. §362 be and are hereby terminated with respect to the interests of
5 Movant in the real property commonly known as 3038 Nordoff Cir, Las Vegas, NV 89121.

6 IT IS FURTHER ORDERED that pursuant to 11 U.S.C. § 554(b) and Bankruptcy Rule
7 6007(b), the Trustee shall abandon the subject property from the bankruptcy estate, as there is
8 no equity in the subject property and thus, is burdensome to, and/or is of inconsequential value
9 and benefit to, the bankruptcy estate.

10
11 IT IS SO ORDERED.

12
13
14 Submitted by:
15 McCarthy & Holthus, LLP

16 _____
17 Michael Chen, Esq.
18 Kristin A. Schuler-Hintz, Esq.
19 9510 West Sahara Avenue, Suite 200
20 Las Vegas, NV 89117
21 (702) 685-0329

22 Approved/Disapproved

23 _____
24 Marjorie A. Guymon, Esq.
25 2055 Village Center Circle
26 Las Vegas, NV 89134
27 (702) 873-9500

28 Approved/Disapproved

29 _____
Shelley D Krohn
510 South 8th Street
Las Vegas, NV 89101

1 Kristin A. Schuler-Hintz, Esq., NV SBN 7171
Michael Chen, Esq., NV SBN 7307
2 **McCarthy & Holthus, LLP**
3 9510 West Sahara Avenue, Suite 200
Las Vegas, NV 89117
4 Phone (702) 685-0329
Fax (866) 339-5691
5 NVBK@McCarthyHolthus.com

6 Attorney for: Secured Creditor, Wells Fargo Bank, N.A.

8 UNITED STATES BANKRUPTCY COURT
9 DISTRICT OF NEVADA

10 In re:) Case No.: 16-15483-abl
11)
12 Jan Glaser,) Chapter 7
Tatyana Khomyakova dba Design Technology)
13 Group,) DATE: 4/11/2018
14) TIME: 10:30am
Debtors.)
15) **CERTIFICATE OF SERVICE OF**
16) **PROPOSED ORDER TERMINATING**
17) **AUTOMATIC STAY AND**
18) **ABANDONMENT**

19 On , I served the foregoing documents described as **PROPOSED ORDER**
20 **TERMINATING AUTOMATIC STAY AND ABANDONMENT** on the following
21 individuals by electronic means through the Court's ECF program:

22 COUNSEL FOR DEBTORS
23 Marjorie A. Guymon
bankruptcy@goldguylaw.com

24 TRUSTEE
25 Shelley D Krohn
26 shelley@trusteekrohn.com

27 TRUSTEE COUNSEL
28 Jeanette E. McPherson
29 bkfilings@s-mlaw.com

1 I declare under penalty of perjury under the laws of the United States of America that the foregoing
2 is true and correct.

3 /s/

4
5
6 On 3/5/2018, I served the foregoing documents described as **PROPOSED ORDER**
7 **TERMINATING AUTOMATIC STAY AND ABANDONMENT** on the following
8 individuals by depositing true copies thereof in the United States first class mail at San Diego,
9 California, enclosed in a sealed envelope, with postage paid, addressed as follows:

10 **DEBTORS**

11 Jan Glaser
12 3850 Placita Del Rico
13 Las Vegas, NV 89120

14 Tatyana Khomyakova dba Design Technology Group
15 3850 Placita Del Rico
16 Las Vegas, NV 89120

17 **SPECIAL NOTICE**

18 Amanda M. Perach
19 MCDONALD CARANO WILSON LLP
20 Attn: Managing Agent
21 2300 West Sahara Avenue, Suite 1200
22 Las Vegas, NV 89102

23 **MARIO HERMAN, ESQ.**

24 Attn: Managing Agent
25 5335 WISCONSIN AVE. NW
26 SUITE 440
27 WASHINGTON, DC 20015-2079

28 Vanessa N. Morris and Holli Thomas
29 Attn: Managing Agent
c/o Emily P. Rich
WEINBERG, ROGER & ROSENFELD
1001 Marina Village PKWY, STE 200
Alameda, CA 94501-6480

///

///

1 BOULEVARD INVEST LLC
2 Attn: Managing Agent
3 PO BOX 844711
4 LOS ANGELES, CA 90084-4711

5 Capital One
6 Attn: Managing Agent
7 PO Box 30285
8 Salt Lake City, UT 84130

9 SPHEAR INVESTMENTS, LLC
10 Attn: Managing Agent
11 c/o McDonald Carano Wilson LLP
12 2300 W. Sahara Avenue
13 Suite 1200
14 Las Vegas, NV 89102-4395

15 (p)WELLS FARGO BANK NA WELLS FARGO HOME MORTGAGE AMERICAS
16 SERVICING
17 Attn: Managing Agent
18 ATTN BANKRUPTCY DEPT MAC X7801-014
19 3476 STATEVIEW BLVD
20 FORT MILL, SC 29715-7203

21 DINO SATTALANTE TRUST
22 Attn: Managing Agent
23 10309 ORKINEY DRIVE
24 Las Vegas, NV 89144-4316

25 CLARK COUNTY TREASURER
26 Attn: Managing Agent
27 BANKRUPTCY CLERK
28 P O BOX 551220
29 LAS VEGAS, NV 89155-1220

DTG CALIFORNIA MANAGEMENT, LLC
Attn: Managing Agent
980 AMERICAN PACIFIC #100
Henderson, NV 89014-7866

Wells Fargo
Attn: Managing Agent
P O Box 10335
Des Moines, IA 50306-0335

1
2
3
4
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FORUM SHOPS LLC
Attn: Managing Agent
SIMON PROPERTY GROUP INC
225 W. WASHINGTON ST.
INDIANAPOLIS, IN 46204-3438

Chase Card Services
Attn: Correspondence Dept
Po Box 15298
Wilmington, DE 19850-5298

(p)INTERNAL REVENUE SERVICE
Attn: Managing Agent
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA, PA 19101-7346

Bank Of America
Attn: Managing Agent
Nc4-105-03-14
Po Box 26012
Greensboro, NC 27420-6012

DTG HOLDINGS, LLC
Attn: Managing Agent
980 AMERICAN PACIFIC #100
HENDERSON, NV 89014-7866

AMEX
Attn: Managing Agent
CORRESPONDENCE
PO BOX 981540
EL PASO, TX 79998-1540

FORUM SHOPS, LLC
Attn: Managing Agent
867011 RELIABLE PARKWAY
CHICAGO, IL 60686-0070

DEPARTMENT OF MOTOR VEHICLES & PUBLIC SAFETY
Attn: Managing Agent
REGISTRATION DIVISION, MOTOR CARRIER BUR
555 WRIGHT WAY
CARSON CITY, NV 89711-0001

1 First Data Global Leasing
2 Attn: Managing Agent
3 by American InfoSource LP as agent
4 PO Box 248838
5 Oklahoma City, OK 73124-8838

6 Credit One Bank Na
7 Attn: Managing Agent
8 Po Box 98873
9 Las Vegas, NV 89193-8873

10 JULIE MARIE BETTI, SANDRA AND
11 Attn: Managing Agent
12 DERMOT NAUGHTON, JAMES G. NAUGHTON TRUST
13 JULIE MARIE BETTI
14 202 VAGABOND COURT
15 ALAMO, CA 94507-2804

16 Michael & Associates
17 Attn: Managing Agent
18 1850 E. Flamingo Road, Suite 204
19 Las Vegas, NV 89119-5113

20 MOAC MALL HOLDINGS LLC
21 Attn: Managing Agent
22 KATHLEEN J. ALLEN
23 60 EAST BROADWAY
24 Bloominton, MN 55425-5510

25 CLARK COUNTY ASSESSOR
26 Attn: Managing Agent
27 BANKRUPTCY CLERK
28 PO BOX 551401
29 Las Vegas, NV 89155-1401

DTG PENNSYLVANIA MANAGEMENT LLC
Attn: Managing Agent
980 AMERICAN PACIFIC DR. #100
HENDERSON, NV 89014-7866

OFFICE OF THE US TRUSTEE
Attn: Managing Agent
300 SOUTH LAS VEGAS BLVD., #4300
Las Vegas, NV 89101-5803

1 FORUM SHOPS, LLC
2 Attn: Managing Agent
3 C/O AGNES WONG, ESQ.
4 JOLLEY URGA WOODBURY & LITTLE
5 3800 HOWARD HUGHES PARKWAY
6 Las Vegas, NV 89169-5910

7 Simon Property Group, Inc.
8 Attn: Ronald M. Tucker, Esq.
9 225 West Washington Street
10 Indianapolis, IN 46204

11 HP GASLAMP SQ LLC
12 Attn: Managing Agent
13 DEPT LA 24197
14 PASADENA, CA 91185-0001

15 STATE OF NEVADA, ON RELATION OF ITS DEPARTME
16 Attn: Managing Agent
17 555 E WASHINGTON AVE., STE 3900
18 Las Vegas, NV 89101-1068

19 JAMES G. NAUGHTON TRUST
20 Attn: Managing Agent
21 36153 CROMPTON CIRCLE
22 FARMINGTON, MI 48335-2008

23 BANK OF AMERICA
24 Attn: Managing Agent
25 800 5TH AVE.
26 Seattle, WA 98104-3185

27 KEN R. ASHWORTH & ASSOCIATES
28 Attn: Managing Agent
29 1057 WHITNEY RANCH DR.
SUITE 350
Henderson, NV 89014-3191

DESIGN TECHNOLOGY GROUP, LLC
Attn: Managing Agent
980 AMERICAN PACIFIC DR. #100
HENDERSON, NV 89014-7866

///

///

1 MEDARTS PROPERTY LP
2 Attn: Managing Agent
3 C/O ASI
4 100 S. BROAD ST.
Philadelphia, PA 19110-1023

5 Wells Fargo Bank, N.A.
6 Attn: Managing Agent
7 Business Direct Division
8 P.O. Box 29482
9 Phoenix, AZ 85038-9482

10 MOAC MALL HOLDINGS, LLC
11 Attn: Managing Agent
12 NW 5826
13 PO BOX 1450
14 MINNEAPOLIS, MN 55485-1450

15 Premier Bankcard, Llc
16 Attn: Managing Agent
17 c o Jefferson Capital Systems LLC
18 Po Box 7999
19 Saint Cloud, MN 56302-7999

20 NATIONAL LABOR RELATIONS BOARD
21 Attn: Managing Agent
22 APPELLATE/SUP. CT. LITIGATION
23 LINDA DREEBEN, ESQ.
24 1099 14TH STREEET, NW
25 WASHINGTON, DC 20570-0001

26 DEPARTMENT OF EMPLOYMENT, TRAINING & REHABILITATION,
27 CONTRIBUTIONS SECTION
28 Attn: Managing Agent
29 EMPLOYMENT SECURITY DIVISION
500 EAST THIRD STREET
CARSON CITY, NV 89713-0002

New York State Dept. of
Attn: Managing Agent
Taxation and Finance
Bankruptcy Section
PO Box 5300
Albany, NY 12205-0300

1 Fst Premier
2 Attn: Managing Agent
3 601 S Minneapolis Ave
4 Sioux Falls, SD 57104

5 SPHERE INVESTMENTS, LLC
6 Attn: Managing Agent
7 C/O AARON SHIPLEY & RORY KAY, ESQ.
8 MCDONALD CARANO WILSON LLP
9 2300 W. SAHARA AVENUE, SUITE 1200
10 Las Vegas, NV 89102-4395

11 INTERNAL REVENUE SERVICE
12 ATTN: BANKRUPTCY DEPARTMENT
13 STOP 5028
14 110 CITY PARKWAY
15 Las Vegas, NV 89106-6085

16 Sinosure
17 Attn: Managing Agent
18 c/o Brown & Joseph, Ltd.
19 One Pierce Place, Ste. 1225 W.
20 Itasca, IL 60143-1253

21 WEINBERG, ROGER & ROSENFELD
22 Attn: Managing Agent
23 A Professional Corporation
24 1001 Marina Village Parkway, Suite 200
25 Alameda, CA 94501-1091

26 TATYANA DESIGNS, INC.
27 Attn: Managing Agent
28 090 AMERICAN PACIFIC DR. #100
29 Henderson, NV 89014

American Express Centurion Bank
Attn: Managing Agent
c/o Becket and Lee LLP
POB 3001
Malvern, PA 19355

WEINBERG, ROGER & ROSENFELD
Attn: Managing Agent
DAVID ROSENFELD, ESQ.
1001 MARINA VILLAGE PKWY
Alameda, CA 94501-6480

1
2 PYOD, LLC its successors and assigns as assi of FNBM, LLC
3 Attn: Managing Agent
4 Resurgent Capital Services
5 PO Box 19008
6 Greenville, SC 29602-9008

7
8 RPAI SOUTH WEST MANAGEMENT
9 Attn: Managing Agent
10 PO BOX 413007
11 SALT LAKE CITY, UT 84141-3007

12
13 NEVADA DEPT. OF TAXATION
14 Attn: Managing Agent
15 BANKRUPTCY DEPARTMENT
16 555 EAST WASHINGTON AVENUE, #1300
17 Las Vegas, NV 89101-1046

18
19 STATE OF NEVADA DEPARTMENT OF TAXATION
20 Attn: Managing Agent
21 1550 E. WASHINGTON AVE.
22 LAS VEGAS, NV 89101

23
24 Capital One Bank (USA), N.A.
25 Attn: Managing Agent
26 PO Box 71083
27 Charlotte, NC 28272-1083

28
29 Nationstar Mortgage LLC
30 Attn: Managing Agent
31 8950 Cypress Waters Blvd
32 Coppell, TX 75019-4620

33
34 Wells Fargo Bank Card
35 Attn: Managing Agent
36 Mac F82535-02f
37 Po Box 10438
38 Des Moines, IA 50306-0438

39
40 BANK OF AMERICA, N.A.
41 Attn: Managing Agent
42 c/o Joseph G. Went, Esq.
43 Holland & Hart LLP
44 9555 Hillwood Drive, 2nd Floor
45 Las Vegas, NV 89134-0532

1 Sinosure
2 Attn: Managing Agent
3 c/o The Leviton Law Firm
4 3 Golf Center, Suite 361
5 Hoffman Estates, IL 60169-4910

6 SPHEAR INVESTMENTS, LLC
7 Attn: Managing Agent
8 C/O AMANDA PERACH, ESQ.
9 McDONALD CARANO WILSON LLP
10 2300 W. SAHARA AVENUE, SUITE 1200
11 LAS VEGAS, NV 89102-4395

12 State of Nevada Department of Taxation
13 Attn: Managing Agent
14 555 E. Washington Ave. STE# 1300
15 Las Vegas, NV 89101-1046

16 U.S. TRUSTEE - LV - 7
17 Attn: Managing Agent
18 300 LAS VEGAS BLVD., SO.
19 SUITE 4300
20 LAS VEGAS, NV 89101-5803

21 I declare under penalty of perjury under the laws of the United States of America that the foregoing
22 is true and correct.

23 /s/ Hue Banh

24 Hue Banh

Recording Requested By
WELLS FARGO BANK N A

250

Inst # 201206070000898
Fees \$41 00
N/C Fee \$25 00
06/07/2012 11 02 46 AM
Receipt # 1189926
Requestor
DOCUMENT PROCESSING
SOLUTIO
Recorded By ANI Pgs 25
DEBBIE CONWAY
CLARK COUNTY RECORDER

Recording Requested by FAT

Return To
WFHM FINAL DOCS X2599-024
405 SW 5TH STREET
DES MOINES IA 50309-4600
Prepared By
WELLS FARGO BANK N A

[Space Above This Line For Recording Data]

DEED OF TRUST

1160050

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 MAY 25 2012 together with all Riders to this document
- (B) "Borrower" is JAN HOWARD GLASER AND TATYANA KHOMYAKOVA TRUSTEES OF THE GLASER-KHOMYAKOVA REVOCABLE LIVING TRUST DATED JANUARY 15 2010

Borrower address is 3038 NORDOFF CIR LAS VEGAS NV 89121
Borrower is the trustor under this Security Instrument
(C) "Lender" is WELLS FARGO BANK N A

Lender is a NATIONAL ASSOCIATION
organized and existing under the laws of THE UNITED STATES

NEVADA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3005 1/01

Walters Kluwer Financial Services

 -B(NV) (0711)
NMFL 3005 (NVCD) Rev 3/2009

Page 1 of 18

[Handwritten Signature]

EXHIBIT 1

~~(B) Borrower is a / TRUSTEE / FROM A TRUST / A MARRIED PERSON~~

Borrower is the trustee under this Security Instrument

(C) "Lender" is **WELLS FARGO BANK, N A**

Lender is a **NATIONAL ASSOCIATION**

organized and existing under the laws of **THE UNITED STATES**

Lender's address is **101 NORTH PHILLIPS AVENUE, SIOUX FALLS, SD 57104**

Lender is the beneficiary under this Security Instrument

(D) "Trustee" is **UNITED TITLE OF NEVADA**

4100 W FLAMINGO ROAD, #1000, LAS VEGAS, NV 89103

(E) "Note" means the promissory note signed by Borrower and dated **MAY 25 2012**

The Note states that Borrower owes Lender **THREE HUNDRED FORTY THOUSAND AND 00/100**

Dollars

(U.S. \$ *****340,000 00) plus interest Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JUNE 01, 2042**

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

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

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

- | | | |
|------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------|
| <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 checked="" type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify] |
| | | <i>Trust Rider</i> |

NEVADA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

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VMP6(NV) (0910) 00

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Page 2 of 18

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

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

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

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

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

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

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

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. 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.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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 CLARK

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE ATTACHED LEGAL DESCRIPTION

TAX STATEMENTS SHOULD BE SENT TO WELLS FARGO HOME MORTGAGE, P O BOX 11758, NEWARK, NJ 071014758

Parcel ID Number [REDACTED] which currently has the address of
3038 NORDOFF CIR [Street]
LAS VEGAS [City] Nevada 89121 [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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands subject to any encumbrances of record.

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

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

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

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

NEVADA Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01
VMP6(NV) (0910) 00

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Wolters Kluwer Financial Services

Page 5 of 18

EXHIBIT 1

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency instrumentality or entity (including Lender if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make 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, or defends against enforcement of the lien in legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

at the Note rate from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment.

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

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

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

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

7 Preservation, Maintenance and Protection of the Property, Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is

determined pursuant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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

8 Borrower's Loan Application. Borrower shall be in default if during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

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

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

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

10 Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If for any reason the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use, and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable notwithstanding the fact that the Loan is ultimately paid in full and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available 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 from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

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

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

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

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

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

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

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 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).

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

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

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

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

25 **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$ 900.00.

The undersigned Borrower request that a copy of any Notice of Default and any Notice of Sale under this Security Instrument be mailed to him at the address of the Borrower set forth above. A copy of any Notice of Default and any Notice of Sale will be sent only to the address contained in this recorded request. If the Borrower's address changes, a new request must be recorded.

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.



JAN HOWARD GLASER, TRUSTEE OF THE GLASER
KHOMYAKOVA REVOCABLE LIVING TRUST
UNDER TRUST INSTRUMENT DATED JANUARY 15, 2010
FOR THE BENEFIT OF JAN HOWARD GLASER,
BORROWER(S)



TATYANA KHOMYAKOVA, TRUSTEE OF THE THE
GLASER KHOMYAKOVA REVOCABLE LIVING TRUST
UNDER TRUST INSTRUMENT DATED JANUARY 15, 2010
FOR THE BENEFIT OF TATYANA KHOMYAKOVA,
BORROWER(S)

[Sign Original Only]

Witnesses

STATE OF NEVADA
COUNTY OF *Clark*

This instrument was acknowledged before me on *May 29, 2012*
TATYANA KHOMYAKOVA AND JAN HOWARD GLASER



Amy Pfeifer

Mail Tax Statements To:

WELLS FARGO HOME MORTGAGE, P O BOX 11758, NEWARK, NJ 071014758

NEVADA - Single Family - Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01

VMP®

VMP6(NV) (0910) 00

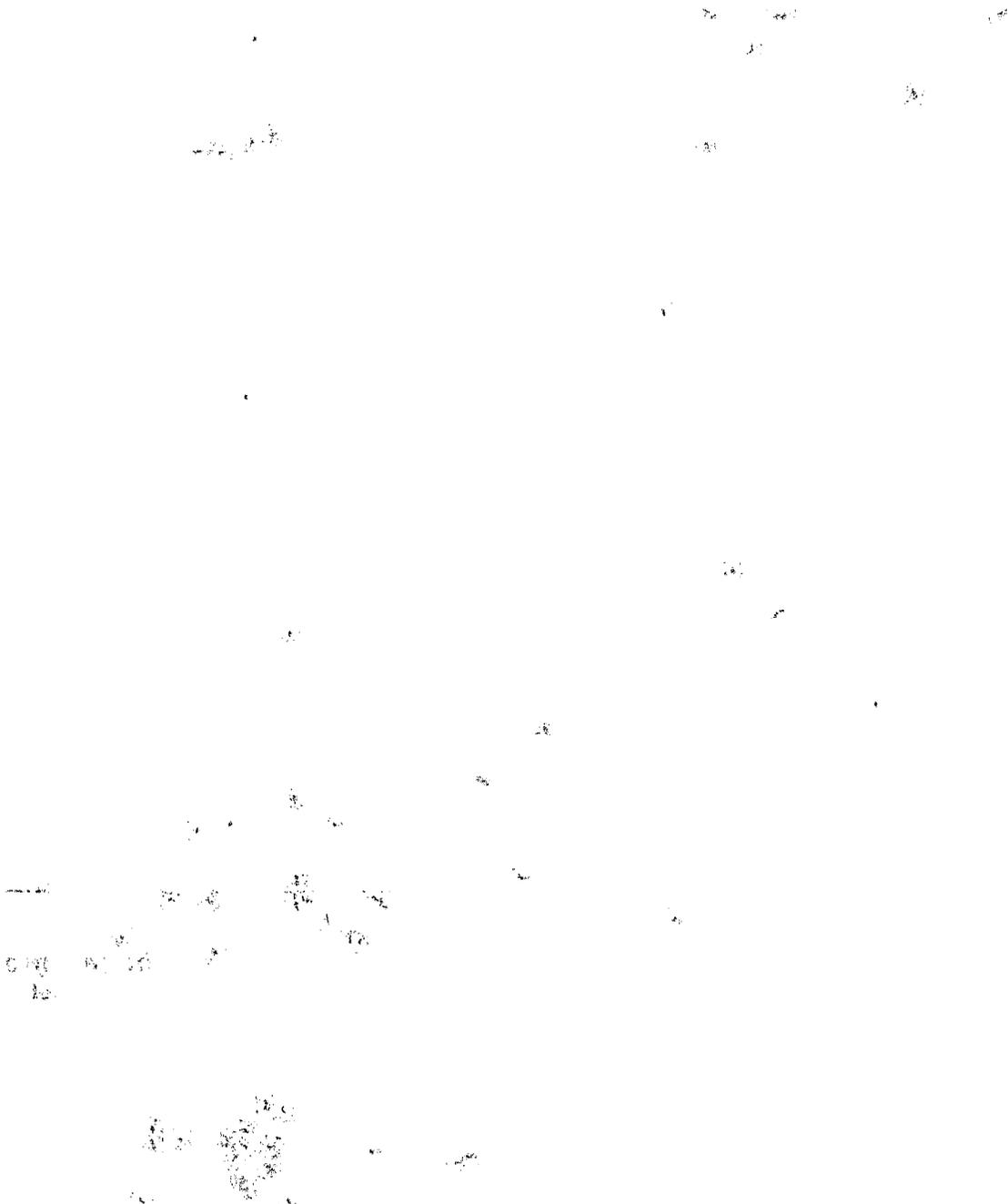
Wolters Kluwer Financial Services

Page 18 of 18

EXHIBIT 1

EXHIBIT "A"

**LOT 31 OF AMENDED TWAIN MCLEOD ESTATES, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 38 OF PLATS,
PAGE 62 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA**



1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 25TH day of MAY, 2012 and is incorporated into and shall be deemed to amend and supplement the Mortgage Deed of Trust or Security Deed (the Security Instrument) of the same date given by the undersigned (the Borrower) to secure Borrower's Note to **WELLS FARGO BANK N.A.**

(the Lender) of the same date and covering the Property described in the Security Instrument and located at **3038 NORDOFF CIR, LAS VEGAS NV 89121**

[Property Address]

1-4 FAMILY COVENANTS In addition to the covenants and agreements made in the Security Instrument Borrower and Lender further covenant and agree as follows

A ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT In addition to the Property described in the Security Instrument the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description and shall also constitute the Property covered by the Security Instrument building materials appliances and goods of every nature whatsoever now or hereafter located in on or used or intended to be used in connection with the Property including but not limited to those for the purposes of supplying or distributing heating cooling electricity gas water air and light fire prevention and extinguishing apparatus security and access control apparatus plumbing bath tubs water heaters water closets sinks ranges stoves refrigerators dishwashers disposals washers dryers awnings storm windows storm doors screens blinds shades curtains and curtain rods attached mirrors cabinets paneling and attached floor coverings all of which including replacements and additions thereto shall be deemed to be and remain a part of the Property covered by the Security Instrument All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the Property

B USE OF PROPERTY COMPLIANCE WITH LAW Borrower shall not seek agree to or make a change in the use of the Property or its zoning classification unless Lender has agreed in writing to the change Borrower shall comply with all laws ordinances regulations and requirements of any governmental body applicable to the Property

C SUBORDINATE LIENS Except as permitted by federal law Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission

D RENT LOSS INSURANCE Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5

MULTISTATE 1-4 FAMILY RIDER Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3170 1/01

NMFL 3170 (14FR) Rev 2/2009
Wolters Kluwer Financial Services
VMP®-57R (0811)
Page 1 of 3

Initials

[Handwritten initials]



E "BORROWER'S RIGHT TO REINSTATE DELETED Section 19 is deleted

F BORROWER OCCUPANCY Unless Lender and Borrower otherwise agree in writing Section 6 concerning Borrower's occupancy of the Property is deleted

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

H ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER, LENDER IN POSSESSION Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

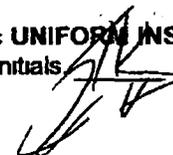
If Lender gives notice of default to Borrower (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only to be applied to the sums secured by the Security Instrument. (ii) Lender shall be entitled to collect and receive all of the Rents of the Property. (iii)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

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents, any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

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

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

I CROSS-DEFAULT PROVISION Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.



BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider



TATYANA KHOMYAKOVA (Seal)
Borrower

(Seal)
-Borrower

(Seal)
Borrower

(Seal)
-Borrower



JAN HOWARD GLASER (Seal)
Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
Borrower

INTER VIVOS REVOCABLE TRUST RIDER

DEFINITIONS USED IN THIS RIDER

(A) Revocable Trust ~~THE GLASER-KHOMYAKOVA REVOCABLE LIVING TRUST~~

Trust created under trust instrument

(A) Dated **JANUARY 15 2010**

for the benefit of **JAN HOWARD GLASER AND TATYANA KHOMYAKOVA**

(B) Revocable Trust Trustee(s) **JAN HOWARD GLASER AND TATYANA KHOMYAKOVA**

trustee(s) of the Revocable Trust

(C) Revocable Trust Settlor(s) **JAN HOWARD GLASER AND TATYANA KHOMYAKOVA**

settlor(s) of the Revocable Trust signing below

(D) Lender

WELLS FARGO BANK N A

(E) Security Instrument The Deed of Trust Mortgage or Security Deed and any riders thereto of the same date as this Rider given to secure the Note to Lender of the same date made by the Revocable Trust the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and any other natural persons signing such Note and covering the Property (as defined below)

(F) Property The property described in the Security Instrument and located at **3038 NORDOFF CIR LAS VEGAS NV 89121**

[Property Address]

THIS INTER VIVOS REVOCABLE TRUST RIDER is made this **25** day of **MAY 2012** and is incorporated into and shall be deemed to amend and supplement the Security Instrument

ADDITIONAL COVENANTS In addition to the covenants and agreements made in the Security Instrument the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) and the Lender further covenant and agree as follows

A INTER VIVOS REVOCABLE TRUST

1 CERTIFICATION AND WARRANTIES OF REVOCABLE TRUST TRUSTEE(S)

The Revocable Trust Trustee(s) certify to Lender that the Revocable Trust is an inter vivos revocable trust for which the Revocable Trust Trustee(s) are holding title to the Property as trustee(s)

MULTISTATE INTER VIVOS REVOCABLE TRUST RIDER

VMP -372R (9912)

12/99

Page 1 of 3

VMP MORTGAGE FORMS - (800) 521 7291

Initials *JH*

TK

The Revocable Trust Trustee(s) warrants to Lender that (i) the Revocable Trust is validly created under the laws of the state of NEVADA (ii) the trust instrument creating the Revocable Trust is in full force and effect and there are no amendments or other modifications to the trust instrument affecting the revocability of the Revocable Trust (iii) the Property is located in the State of NEVADA (iv) the Revocable Trust Trustee(s) have full power and authority as trustee(s) under the trust instrument creating the Revocable Trust and under applicable law to execute the Security Instrument including this Rider (v) the Revocable Trust Trustee(s) have executed the Security Instrument including this Rider on behalf of the Revocable Trust (vi) the Revocable Trust Settlor(s) have executed the Security Instrument including this Rider acknowledging all of the terms and conditions contained therein and agreeing to be bound thereby (vii) only the Revocable Trust Settlor(s) and the Revocable Trust Trustee(s) may hold any power of direction over the Revocable Trust (viii) only the Revocable Trust Settlor(s) hold the power to direct the Trustee(s) in the management of the Property (ix) only the Revocable Trust Settlor(s) hold the power of revocation over the Revocable Trust and (x) the Revocable Trust Trustee(s) have not been notified of the existence or assertion of any lien, encumbrance or claim against any beneficial interest in or transfer of all or any portion of any beneficial interest in or powers of direction over the Revocable Trust Trustee(s) or Revocable Trust as the case may be or power of revocation over the Revocable Trust

2. NOTICE OF CHANGES TO REVOCABLE TRUST AND TRANSFER OF POWERS OVER REVOCABLE TRUST TRUSTEE(S) OR REVOCABLE TRUST OR BOTH, NOTICE OF CHANGE OF REVOCABLE TRUST TRUSTEE(S), NOTICE OF CHANGE OF OCCUPANCY OF THE PROPERTY, NOTICE OF TRANSFER OF BENEFICIAL INTEREST IN REVOCABLE TRUST

The Revocable Trust Trustee(s) shall provide timely notice to Lender promptly upon Notice or knowledge of any revocation or termination of the Revocable Trust or of any change in the holders of the powers of direction over the Revocable Trust Trustee(s) or the Revocable Trust as the case may be or of any change in the holders of the power of revocation over the Revocable Trust or both or of any change in the occupancy of the Property or of any sale, transfer, assignment or other disposition (whether by operation of law or otherwise) of any beneficial interest in the Revocable Trust.

B. ADDITIONAL BORROWER(S)

The term Borrower when used in the Security Instrument shall refer to the Revocable Trust the Revocable Trust Trustee(s) and the Revocable Trust Settlor(s) jointly and severally. Each party signing this Rider below (whether by accepting and agreeing to the terms and covenants contained herein or by acknowledging all of the terms and covenants contained herein and agreeing to be bound thereby or both) covenants and agrees that whether or not such party is named as Borrower on the first page of the Security Instrument each covenant and agreement and undertaking of Borrower and shall be enforceable by Lender as if such party were named as Borrower in the Security Instrument.

Initials



C TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN THE REVOCABLE TRUST

Uniform Covenant 18 of the Security Instrument is amended to read as follows

Transfer of the Property or a Beneficial Interest in Revocable Trust

If without Lender's prior written consent (i) all or any part of the Property or an interest in the Property is sold or transferred or (ii) there is a sale transfer assignment or other disposition of any beneficial interest in the Revocable Trust Lender may at its option require immediate payment in full of all sums secured by this Security Instrument However this option shall not be exercised by Lender if exercise is prohibited by Applicable Law

If Lender exercises this option Lender shall give the Borrower notice of acceleration The notice shall provide a period of not less than 30 days from the date 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

BY SIGNING BELOW the Revocable Trust Trustee(s) accepts and agrees to the terms and covenants contained in this Inter Vivos Revocable Trust Rider



JAN HOWARD GLASER TRUSTEE OF THE
GLASER KHOMYAKOVA REVOCABLE
LIVING TRUST UNDER TRUST INSTRUMENT
DATED JANUARY 15 2010 FOR THE BENEFIT
OF JAN HOWARD GLASER,

BORROWER(S)



TATYANA KHOMYAKOVA TRUSTEE OF
THE THE GLASER KHOMYAKOVA
REVOCABLE LIVING TRUST UNDER TRUST
INSTRUMENT DATED JANUARY 15 2010 FOR
THE BENEFIT OF TATYANA KHOMYAKOVA

BORROWER(S)

Borrower

NOTE

MAY 25, 2012

[Date]

[City]

[State]

3038 NORDOFF CIR, LAS VEGAS, NV 89121

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$*****340,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is **WELLS FARGO BANK, N.A.**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

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 **4.750** %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the **FIRST** day of each month beginning on **JULY 01, 2012**. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on **JUNE 01, 2042**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at **WELLS FARGO HOME MORTGAGE, P.O. BOX 11758, NEWARK, NJ 071014758** or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ ****1,773.60**.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

Wollers-Kluwer Financial Services

MULTISTATE FIXED RATE NOTE - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP
NMFL 3200 (CNOT) Rev 7/2011

Form 3200 1/01
VMP5N (0803).00
Page 1 of 3
Initials: *JH*

EXHIBIT 2

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

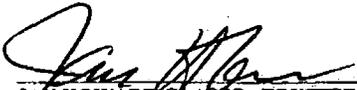
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible loses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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 of 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 of 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



JAN HOWARD GLASER, TRUSTEE OF THE GLASER-KHOMYAKOVA REVOCABLE LIVING TRUST UNDER TRUST INSTRUMENT DATED JANUARY 15, 2010 FOR THE BENEFIT OF JAN HOWARD GLASER, BORROWER(S)



TATYANA KHOMYAKOVA, TRUSTEE OF THE THE GLASER-KHOMYAKOVA REVOCABLE LIVING TRUST UNDER TRUST INSTRUMENT DATED JANUARY 15, 2010 FOR THE BENEFIT OF TATYANA KHOMYAKOVA, BORROWER(S)

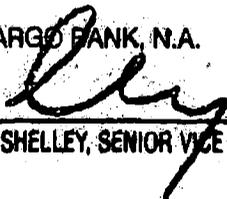
WITNESSES
JANUARY 15, 2010
COUNTY OF SHERIDAN, WYOMING

[Sign Original Only]



WITHOUT RECOURSE
PAY TO THE ORDER OF

WELLS FARGO BANK, N.A.

BY 
SAMUEL C. SHELLEY, SENIOR VICE PRESIDENT

0015

Fill in this information to identify your case and this filing:

Debtor 1	Jan Glaser		
	First Name	Middle Name	Last Name
Debtor 2	Tatyana Khomyakova		
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	DISTRICT OF NEVADA		
Case number			

Check if this is an amended filing

Official Form 106A/B
Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- No. Go to Part 2.
- Yes. Where is the property?

1.1

3850 Placita Del Rico

Street address, if available, or other description

Las Vegas **NV** **89120-0000**
City State ZIP Code

Clark
County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?	Current value of the portion you own?
\$650,000.00	\$650,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

In fee

Check if this is community property (see instructions)

Debtor 1 Jan Glaser
Debtor 2 Tatyana Khomyakova

Case number (if known)

If you own or have more than one, list here:

1.2

3038 Nordoff Cr.

Street address, if available, or other description

Las Vegas NV 89121-0000

City State ZIP Code

Clark

County

What is the property? Check all that apply

- Single-family home
- Duplex or multi-unit building
- Condominium or cooperative
- Manufactured or mobile home
- Land
- Investment property
- Timeshare
- Other

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Other information you wish to add about this item, such as local property identification number:

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$200,000.00

Current value of the portion you own?

\$200,000.00

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

In fee

Check if this is community property (see instructions)

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

\$850,000.00

Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on Schedule G: Executory Contracts and Unexpired Leases.

3. Cars, vans, trucks, tractors, sport utility vehicles, motorcycles

No

Yes

3.1. Make: Lexus
Model: NX
Year: 2015
Approximate mileage: 13000
Other information:

Who has an interest in the property? Check one

- Debtor 1 only
- Debtor 2 only
- Debtor 1 and Debtor 2 only
- At least one of the debtors and another

Check if this is community property (see instructions)

Do not deduct secured claims or exemptions. Put the amount of any secured claims on Schedule D: Creditors Who Have Claims Secured by Property.

Current value of the entire property?

\$30,000.00

Current value of the portion you own?

\$30,000.00

4. Watercraft, aircraft, motor homes, ATVs and other recreational vehicles, other vehicles, and accessories
Examples: Boats, trailers, motors, personal watercraft, fishing vessels, snowmobiles, motorcycle accessories

No

Yes

5. Add the dollar value of the portion you own for all of your entries from Part 2, including any entries for pages you have attached for Part 2. Write that number here.....=>

\$30,000.00

Part 3: Describe Your Personal and Household Items

Do you own or have any legal or equitable interest in any of the following items?

Current value of the portion you own?
Do not deduct secured claims or exemptions.

Debtor 1 **Jan Glaser**
 Debtor 2 **Tatyana Khomyakova**

Case number (if known) _____

6. Household goods and furnishings*Examples:* Major appliances, furniture, linens, china, kitchenware No Yes. Describe..**furniture, tv, dishware****\$3,000.00****7. Electronics***Examples:* Televisions and radios; audio, video, stereo, and digital equipment; computers; printers; scanners; music collections; electronic devices including cell phones, cameras, media players, games No Yes. Describe..**8. Collectibles of value***Examples:* Antiques and figurines; paintings, prints, or other artwork; books, pictures, or other art objects; stamp, coin, or baseball card collections; other collections, memorabilia, collectibles No Yes. Describe..**Misc items****\$200.00****9. Equipment for sports and hobbies***Examples:* Sports, photographic, exercise, and other hobby equipment; bicycles, pool tables, golf clubs, skis; canoes and kayaks; carpentry tools; musical instruments No Yes. Describe..**10. Firearms***Examples:* Pistols, rifles, shotguns, ammunition, and related equipment No Yes. Describe..**11. Clothes***Examples:* Everyday clothes, furs, leather coats, designer wear, shoes, accessories No Yes. Describe..**men's & women's clothes****\$1,000.00****12. Jewelry***Examples:* Everyday jewelry, costume jewelry, engagement rings, wedding rings, heirloom jewelry, watches, gems, gold, silver No Yes. Describe..**wedding rings****\$3,000.00****Family Heirlooms:**

silver colored cardboard jewelry box containing a pearl colored beaded necklace and purple stone butterfly pin \$25
gold colored butterfly watch face (no mechanism) with brown watch straps \$500
two silver colored pendants with silver colored chain bracelet \$10
small decorated pill box containing small copper colored pendant \$10

\$545.00

Debtor 1 **Jan Glaser**
 Debtor 2 **Tatyana Khomyakova**

Case number (if known)

Trinket box with 2 butterfly broaches (\$150)
Black cardboard jewelry box with one yellow buttrfly pin, one set of diamon tear drop earrings, one pendant with 3 pearl beads, one gold chain with gold butterfly pendant, 1 single pearl earring stud and 1 gold colored round mental earring stud (\$1,000)
gold colored jewelry box with red, white & blue stone dragon pin (\$10)
black cardboard jewelry box with green bracelet and set of earrings with pear heads (\$100)

\$1,260.00

13. Non-farm animals

Examples: Dogs, cats, birds, horses

No

Yes. Describe..

14. Any other personal and household items you did not already list, including any health aids you did not list

No

Yes. Give specific information..

15. Add the dollar value of all of your entries from Part 3, including any entries for pages you have attached for Part 3. Write that number here

\$9,005.00

Part 4: Describe Your Financial Assets

Do you own or have any legal or equitable interest in any of the following?

Current value of the portion you own? Do not deduct secured claims or exemptions.

16. Cash

Examples: Money you have in your wallet, in your home, in a safe deposit box, and on hand when you file your petition

No

Yes..

Cash

\$1,000.00

17. Deposits of money

Examples: Checking, savings, or other financial accounts; certificates of deposit; shares in credit unions, brokerage houses, and other similar institutions. If you have multiple accounts with the same institution, list each.

No

Yes..

Institution name:

17.1.	Checking	Wells Fargo acct [REDACTED]	\$500.00
17.2.	Checking	Wells Fargo acct [REDACTED]	\$0.00
17.3.	Checking	Wells Fargo acct [REDACTED]	\$0.00
17.4.	Checking	Wells Fargo acct # [REDACTED]	\$0.00

Debtor 1 **Jan Glaser**
 Debtor 2 **Tatyana Khomyakova**

Case number (if known)

18. Bonds, mutual funds, or publicly traded stocks

Examples: Bond funds, investment accounts with brokerage firms, money market accounts

- No
 Yes. Institution or issuer name:

19. Non-publicly traded stock and interests in incorporated and unincorporated businesses, including an interest in an LLC, partnership, and joint venture

- No
 Yes. Give specific information about them.

Name of entity:	% of ownership:	
Tatyana Designs, Inc.	84%	\$0.00
Design Technology Group, LLC	100%	\$0.00

20. Government and corporate bonds and other negotiable and non-negotiable instruments

Negotiable instruments include personal checks, cashiers' checks, promissory notes, and money orders. Non-negotiable instruments are those you cannot transfer to someone by signing or delivering them.

- No
 Yes. Give specific information about them
 Issuer name:

21. Retirement or pension accounts

Examples: Interests in IRA, ERISA, Keogh, 401(k), 403(b), thrift savings accounts, or other pension or profit-sharing plans

- No
 Yes. List each account separately.
 Type of account: Institution name:

22. Security deposits and prepayments

Your share of all unused deposits you have made so that you may continue service or use from a company. Examples: Agreements with landlords, prepaid rent, public utilities (electric, gas, water), telecommunications companies, or others

- No
 Yes. Institution name or individual:

23. Annuities (A contract for a periodic payment of money to you, either for life or for a number of years)

- No
 Yes. Issuer name and description.

24. Interests in an education IRA, in an account in a qualified ABLE program, or under a qualified state tuition program.

26 U.S.C. §§ 530(b)(1), 529A(b), and 529(b)(1).

- No
 Yes. Institution name and description. Separately file the records of any interests. 11 U.S.C. § 521(c):

25. Trusts, equitable or future interests in property (other than anything listed in line 1), and rights or powers exercisable for your benefit

- No
 Yes. Give specific information about them.

26. Patents, copyrights, trademarks, trade secrets, and other intellectual property

Examples: Internet domain names, websites, proceeds from royalties and licensing agreements

- No
 Yes. Give specific information about them.

27. Licenses, franchises, and other general intangibles

Examples: Building permits, exclusive licenses, cooperative association holdings, liquor licenses, professional licenses

- No
 Yes. Give specific information about them.

Money or property owed to you?

Current value of the portion you own?
 Do not deduct secured claims or exemptions.

Debtor 1 **Jan Glaser**
 Debtor 2 **Tatyana Khomyakova**

Case number (if known)

28. Tax refunds owed to you

- No
- Yes. Give specific information about them, including whether you already filed the returns and the tax years.

29. Family support

Examples: Past due or lump sum alimony, spousal support, child support, maintenance, divorce settlement, property settlement

- No
- Yes. Give specific information.

30. Other amounts someone owes you

Examples: Unpaid wages, disability insurance payments, disability benefits, sick pay, vacation pay, workers' compensation, Social Security benefits; unpaid loans you made to someone else

- No
- Yes. Give specific information.

31. Interests in insurance policies

Examples: Health, disability, or life insurance; health savings account (HSA); credit, homeowner's, or renter's insurance

- No
- Yes. Name the insurance company of each policy and list its value.

Company name:

Beneficiary:

Surrender or refund value:

32. Any interest in property that is due you from someone who has died

If you are the beneficiary of a living trust, expect proceeds from a life insurance policy, or are currently entitled to receive property because someone has died.

- No
- Yes. Give specific information.

33. Claims against third parties, whether or not you have filed a lawsuit or made a demand for payment

Examples: Accidents, employment disputes, insurance claims, or rights to sue

- No
- Yes. Describe each claim.

34. Other contingent and unliquidated claims of every nature, including counterclaims of the debtor and rights to set off claims

- No
- Yes. Describe each claim.

35. Any financial assets you did not already list

- No
- Yes. Give specific information.

36. Add the dollar value of all of your entries from Part 4, including any entries for pages you have attached for Part 4. Write that number here.....

\$1,500.00

Part 5: Describe Any Business-Related Property You Own or Have an Interest In. List any real estate in Part 1.

37. Do you own or have any legal or equitable interest in any business-related property?

- No. Go to Part 6.
- Yes. Go to line 38.

Part 6: Describe Any Farm- and Commercial Fishing-Related Property You Own or Have an Interest In.

If you own or have an interest in farmland, list it in Part 1.

46. Do you own or have any legal or equitable interest in any farm- or commercial fishing-related property?

- No. Go to Part 7.
- Yes. Go to line 47.

Part 7: Describe All Property You Own or Have an Interest in That You Did Not List Above

Debtor 1 **Jan Glaser**
Debtor 2 **Tatyana Khomyakova**

Case number (if known) _____

53. Do you have other property of any kind you did not already list?
Examples: Season tickets, country club membership

- No
- Yes. Give specific information..

54. Add the dollar value of all of your entries from Part 7. Write that number here

\$0.00

Part 8: List the Totals of Each Part of this Form

55.	Part 1: Total real estate, line 2	\$850,000.00	
56.	Part 2: Total vehicles, line 5	\$30,000.00	
57.	Part 3: Total personal and household items, line 15	\$9,005.00	
58.	Part 4: Total financial assets, line 36	\$1,500.00	
59.	Part 5: Total business-related property, line 45	\$0.00	
60.	Part 6: Total farm- and fishing-related property, line 52	\$0.00	
61.	Part 7: Total other property not listed, line 54	\$0.00	
	+		
62.	Total personal property. Add lines 56 through 61.	\$40,505.00	Copy personal property total \$40,505.00
63.	Total of all property on Schedule A/B. Add line 55 + line 62		\$890,505.00

McCarthy ♦ Holthus

*A Limited Liability Partnership
A Multijurisdictional Law Firm*

9510 West Sahara Avenue, Suite 200

Las Vegas, NV 89117

Telephone (702) 685-0329

Facsimile (866) 339-5691

www.McCarthyHolthus.com

Email to all personnel:

First initial and last name@mccarthyholthus.com

2/12/2018

Debtor Counsel

Marjorie A. Guymon

bankruptcy@goldguylaw.com

Trustee

Shelley D Krohn

shelley@trusteekrohn.com

Re: Matter: Jan Glaser and Tatyana Khomyakova
Case No.: 16-15483-abl
Loan No. ending with: [REDACTED]
Property: 3038 Nordoff Cir, Las Vegas, NV 89121
M&H File: NV-18-143335

Dear Sir(s)/Madam(s),

Please be advised that this office represents the secured creditor who's holding the first/second mortgage in regards to the real property referenced above.

This letter will serve as the required notice under Local Rule 4001(a)(2), for the above-referenced case that the above referenced Debtor is delinquent on mortgage payments and our office has been retained to file a motion for relief from the automatic stay.

If your client is interested in the resolution of this matter please select from one of the following options and return this correspondence via facsimile 866-339-5691, within 72 hours of the date above:

_____ Debtor is in active loan modification (copy of agreement attached)

_____ Debtor is current (and evidence of payments will be provided within 2 business days of the return of this correspondence)

_____ Debtor is seeking a loan modification (copy of most recent application attached)

Arizona Office
8502 E. Via De Ventura Blvd.,
Suite 200
Scottsdale, AZ 85258
(480) 302-4250
Facsimile (480) 302-4101

California Office
1770 4th Avenue
San Diego, CA 92101
(619) 685-4800
Facsimile (619) 685-4811

Colorado Office
7700 E. Arapahoe Road,
Suite 230
Centennial, CO 80112
(877) 369-6122
Facsimile (866) 894-7369

Idaho Office
702 W. Idaho St.
Suite 1100
Boise, ID 83702
(208) 947-7264
Facsimile (208) 947-5910

New Mexico Office
6501 Eagle Rock NE,
Suite A-3
Albuquerque, NM 87113
(505) 219-4900
Facsimile (505) 750-9803

Oregon Office
920 SW 3rd Avenue,
1st Floor
Portland, OR 97204
(971) 201-3200
Facsimile (971) 201-3202

Texas Office
1255 West 15th Street,
Suite 1060
Plano, TX 75075
(214) 291-3800
Facsimile (214) 291-3801

Washington Office
108 1st Ave South,
Suite 300
Seattle, WA 98104
(206) 596-4856
Facsimile (206) 274-4902

_____ Debtor has not previously applied for, or been denied for, loan modification and would like information about loan modification

_____ Debtor seeking time to cure the post-petition arrears through an adequate protection agreement; please provide a breakdown of the post-petition arrears (not available to Debtor in Chapter 7)

_____ Debtor will stipulate to relief effective: _____

_____ Other: _____

_____ (include any applicable attachments).

We will review your response and provide a proposed stipulation for resolution, if requested, or obtain additional details responsive to your request. Please remember the intent of this process is to resolve an agreed upon default and is subject to our client approval.

If you have no opposition to the relief requested no response is required (though a response is always appreciated). If you believe there are other issues, please contact the undersigned counsel at 877-369-6122.

In the event we do not receive an adequate response within 72 hours, we will proceed with a motion for relief from stay pursuant to the United States Bankruptcy Code.

Regards,

/s/ Michael Chen
Michael Chen, Esq.

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