

NO. 1021179

TRUSTEE'S SALE GUARANTEE  
LIABILITY: \$1,644,644.25

FEE: \$3,580.00

DATED: July 23, 2009

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

**STEWART TITLE**  
**GUARANTY COMPANY**  
a corporation, herein called the Company,  
**GUARANTEES**

SEE SCHEDULE "A" FOR NAME OF ASSURED(S)

Herein called the Assured against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority;
2. The names and addresses of persons who have recorded requests, as provided by Chapter 107.090 of the NEVADA REVISED STATUTES, for a copy of notice of default and for a copy of notice of sale are as shown herein; and
3. The names and addresses of additional persons who, as provided by (Nevada Revised Statutes, Chapter 107.090 and 107.080 Subsection 3) are entitled to receive a copy of notice of default and a copy of notice of sale are as shown herein;
4. Nevada Revised Statutes, Chapter 107.095, requires that notice be given to any Guarantor, surety or obligor other than the trustor at the address of each such grantor, surety or other obligor if known otherwise to the address of the trust property.
5. The herein described land is located in the city or judicial district stated herein and, if designated, the newspaper or newspapers listed herein qualify for publication of notice pursuant to Chapter 21.130- of the NEVADA REVISED STATUTES.

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of this Guarantee.

Countersigned by:

Authorized Countersignature

Stewart Title of Nevada-Las Vegas Division

**stewart**  
title guaranty company

  
Senior Chairman of the Board  
Chairman of the Board  
President

Serial No. TSG-G-4205-35051

## GUARANTEE CONDITIONS AND STIPULATIONS

**1. Definition of Terms** - The following terms when used in this Guarantee mean:

(a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;

(b) "public records": those records which impart constructive notice of matters relating to said land;

(c) "date": the effective date;

(d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;

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

**2. Exclusions from Coverage of this Guarantee** - The Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

(b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof: water rights, claims or title to water.

(c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

(d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

**3. Prosecution of Actions** -

(a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

**4. Notice of Loss - Limitation of Action** -

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

**5. Option to Pay, Settle or Compromise Claims** -

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a

mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate a liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**6. Limitation of Liability - Payment of Loss** -

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall such liability exceed the amount of the liability stated on the face page hereof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

**7. Subrogation upon Payment or Settlement** -

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

**8. Guarantee Entire Contract** -

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**9. Notices, Where Sent** -

All Notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

**10.** The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.

TRUSTEE SALE GUARANTEE

SCHEDULE A

Order Number: 1021179

Guarantee No.: G-4205-35051

Date of Guarantee: July 23, 2009 at 9:06 AM

Amount of Liability: \$1,644,644.25

Premium: \$3,580.00

1. ASSURED:

IRWIN UNION BANK AND TRUST

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:

A Fee, as to Parcel 1  
An Easement, as to Parcel 2

3. Title to said estate or interest at the date hereof is vested in:

Conrad Murray, a married man as his sole and separate property

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

Parcel 1:

Lot Thirteen (13) in Block Thirteen (13) of RED ROCK COUNTRY CLUB AT SUMMERLIN UNIT 26A, as shown by map thereof on file in Book 112 of Plats, page 83 in the Office of the County Recorder of Clark County, Nevada

Reserving therefrom a non-exclusive easement for ingress, egress use and enjoyment and utility purposes, on, over and across the private streets and common areas on the map referenced hereinabove.

Parcel 2:

A non-exclusive easement for ingress, egress use and enjoyment and utility purposes, on, over and across the private streets and common areas on the map referenced hereinabove which easement is appurtenant to Parcel One (1)

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

Guarantee No: G-4205-35051



CONFIDENTIAL —

LAPD001336

Exhibit 5 - 1336

**TRUSTEE SALE GUARANTEE**

**SCHEDULE B**

Order Number: 1021179-FCL

Guarantee No.: G-4205-35051

**GENERAL EXCEPTIONS FROM COVERAGE**

1. Rights or claims of parties in possession not shown by the public records
2. Encroachments, overlaps, boundary line disputes and any other matters which would be disclosed by an accurate survey and inspection of the premises.
3. Easements or claims of easements not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Liens under the Workman's Compensation Act not shown by the public records.
6. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity or garbage removal.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes.
9. GENERAL TAXES, SPECIAL ASSESSMENTS AND SPECIAL LEVIES.

**End of General Exceptions**

**INFORMATION FOR TRUSTEE**

- A. Attention is called to Servicemembers Civil Relief Act and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
- B. Attention is called to the Federal Tax Lien Act of 1966 which, among other things, provides for the giving of written notice of sale in a specified manner to the Secretary of Treasury or his delegate as a requirement for the discharge or divestment of a Federal Tax Lien in a non-judicial sale and establishes with respect to such lien a right in the United States to redeem the property within a period of 120 days from the date of any such sale.

Guarantee No: G-4205-35051



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TRUSTEE SALE GUARANTEE

SCHEDULE C

Special Exceptions:

1. State, County and City Taxes for the fiscal period 2009 to 2010, a lien now due and payable in the total amount of \$11,095.63  
PARCEL NO.: 164-02-422-011 TAX DISTRICT: 420 LOCATION: Las Vegas  
1st installment of \$2,773.90 unpaid, delinquent 3rd Monday in August.  
2nd installment of \$2,773.91 unpaid, delinquent 1st Monday in October.  
3rd installment of \$2,773.91 unpaid, delinquent 1st Monday in January.  
4th installment of \$2,773.91 unpaid, delinquent 1st Monday in March.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES. (paid current)
3. The herein described property lies within the boundaries of the Clark County Sanitation District and Las Vegas Valley Water District and is subject to any and all fees that may be due said District. (paid current)
4. Any Special Assessments which may be due and payable that are not assessed through the Clark County Treasurers Office and are being billed by the entity where the parcel is located. (paid current)
5. PATENT: Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded September 15, 1955, in Book 67 as Document No. 56940, of Official Records.  
  
and recorded March 27, 1956, in Book 88, as Document No. 73769, Official Records.  
  
and recorded September 30, 1988, in Book 880930, as Document No. 00307, Official Records.
6. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Development Agreement between the County of Clark and Howard Hughes Properties, Limited Partnership", recorded September 4, 1996 in Book 960904 as Document No. 01725 of Official Records.  
  
Re-recorded September 10, 1996, in Book 960910, as Document No. 01379, Official Records.  
  
Terms, Covenants, Conditions and Provisions in that certain instrument entitled "First Amendment to Development Agreement", recorded February 20, 1998 in Book 980220 as Document No. 00976 of Official Records.  
  
Terms, Covenants, Conditions and Provisions in that certain instrument entitled "A Letter Regarding Supplemental to Exhibit 'B' Agreement", recorded June 9, 1999 in Book 990609 as Document No. 00520 of Official Records.

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**TRUSTEE SALE GUARANTEE**

7. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : COUNTY OF CLARK  
For : PERPETUAL AVIGATION  
Recorded : October 14, 1996  
Book No. : 961014  
Document No. : 01501, of Official Records.

8. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Covenants Running with the Land", recorded May 22, 1997 in Book 970522 as Document No. 01587 of Official Records.
9. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Resolution of Intent to Reclassify Real Property", recorded June 4, 1997 in Book 970604 as Document No. 01807 of Official Records.

Re-recorded January 8, 1998, in Book 980108, as Document No. 00740, Official Records.

10. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Water Covenant and Conditions Running with the Land", recorded August 27, 1997 in Book 970827 as Document No. 01420 of Official Records.
11. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Covenants Running with the Land", recorded September 4, 1997 in Book 970904 as Document No. 01746 of Official Records.
12. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Water Covenant and Conditions Running with the Land", recorded September 12, 1997 in Book 970912 as Document No. 01476 of Official Records.
13. EASEMENT: An easement together with rights incidental thereto, as reserved in the Deed, recorded September 29, 1997 in Book 970929 as Document No. 00787 of Official Records.
14. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded September 29, 1997, in Book 970929, as Document No. 00789, of Official Records.

Re-recorded October 8, 1997, in Book 971008, as Document No. 00484, Official Records.

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

RIGHT TO LEVY ASSESSMENTS: The right to levy certain charges or assessment against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions is conferred upon **Summerlin South Community Association**.

Guarantee No: G-4205-35051





**TRUSTEE SALE GUARANTEE**

22. **DECLARATION OF RESTRICTIONS:** Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded February 9, 1999, in Book 990209, as Document No. 01023, of Official Records.

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

**RIGHT TO LEVY ASSESSMENTS:** The right to levy certain charges or assessment against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions is conferred upon **Red Rock Country Club Homeowners Association.**

Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Notice of Right to Annex Certain Real Property (Red Rock Country Club)", recorded June 20, 2002 in Book 20020620 as Document No. 02012 of Official Records.

Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Assignment of Certain Special Declarants Rights for a Portion of Red Rock Country Club", recorded June 20, 2002 in Book 20020620 as Document No. 02016 of Official Records.

The provisions of said covenants, conditions and restrictions were extended to annex the herein described land by an instrument

Recorded : November 5, 2004 in Book 20041105  
Document No. : 04652, of Official Records.

23. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded March 19, 1999 in Book 990319 as Document No. 01052 of Official Records.

24. **EASEMENT:** An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : Red Rock Country Club Community Association  
For : Temporary access and public utilities  
Recorded : April 5, 2000  
Book No. : 20000405  
Document No. : 00922, of Official Records.

25. **EASEMENT:** An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : Red Rock Country Club Community Association  
For : Ingress, egress and public utilities  
Recorded : September 5, 2000  
Book No. : 20000905  
Document No. : 00988, of Official Records.

Guarantee No: G-4205-35051



**TRUSTEE SALE GUARANTEE**

26. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.  
In Favor Of : Clark County Fire Department  
For : Emergency ingress/egress  
Recorded : February 21, 2001  
Book No. : 20010221  
Document No. : 00689, of Official Records.
27. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded April 27, 2001 in Book 20010427 as Document No. 03657 of Official Records.
28. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded April 27, 2001 in Book 20010427 as Document No. 03660 of Official Records.
29. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded May 7, 2001 in Book 20010507 as Document No. 02118 of Official Records.
30. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded May 7, 2001 in Book 20010507 as Document No. 02119 of Official Records.
31. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded May 7, 2001 in Book 20010507 as Document No. 02120 of Official Records.
32. EASEMENTS AND DEDICATIONS as indicated or delineated on the plat of said subdivision on file in Book 100 of Plats, Page 53, Official Records. (See map for full particulars.)
33. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded June 20, 2002, in Book 20020620, as Document No. 02014, of Official Records.
- Said instrument provides that a violation thereof shall not defeat nor render invalid the lien of any mortgage or Deed of Trust made in good faith and for value.
- RIGHT TO LEVY ASSESSMENTS: The right to levy certain charges or assessment against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions is conferred upon **Red Rock Country Club Association**.
34. EASEMENTS AND DEDICATIONS as indicated or delineated on the plat of said subdivision on file in Book 112 of Plats, Page 83, Official Records. (See map for full particulars.)
35. EASEMENTS AND DEDICATIONS as indicated or delineated on the plat of said subdivision on file in Book 122 of Plats, Page 76, Official Records. (See map for full particulars.)

Guarantee No: G-4205-35051



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-LAPD001342

**TRUSTEE SALE GUARANTEE**

36. THE EFFECT OF A LIEN: A claim of lien  
By : DEPARTMENT OF CHILD SUPPORT SERVICES, COUNTY OF SANTA CLARA  
Amount Claimed : \$803.00  
Recorded : February 20, 2002  
Book No. : 20020220  
Document No. : 2578, of Official Records.

37. THE EFFECT OF A LIEN: A claim of lien  
By : DEPARTMENT OF CHILD SUPPORT SERVICES, COUNTY OF SANTA CLARA  
Amount Claimed : \$3,094.01  
Recorded : February 24, 2006  
Book No. : 20060224  
Document No. : 5313, of Official Records.

38. DEED OF TRUST: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.  
Dated : December 26, 2007  
Amount : \$1,656,000.00  
Trustor : CONRAD MURRAY, a married man as his sole and separate property  
Trustee : NEVADA TITLE COMPANY  
Beneficiary : IRWIN UNION BANK  
Recorded : January 2, 2008  
Book : 20080102  
Document No. : 302, of Official Records.

SUBSTITUTION OF TRUSTEE: An instrument substitutes the Trustee of said Deed of Trust  
New Trustee : STEWART TITLE OF NEVADA HOLDINGS, INC  
Recorded : July 23, 2009  
Book No. : 20090723  
Document No. : 640, of Official Records

NOTICE OF DEFAULT under the terms of above Deed of Trust as follows:  
Recorded : July 23, 2009  
Book : 20090723  
Document No. : 641, of Official Records.

39. JUDGMENT: A Judgment for an amount herein stated, and any other amounts due, recorded May 30, 2008 in Book 20080530 as Document No. 3715 of Official Records.  
Plaintiff : JULIE A. BROWN for Nenita Malibiran  
Defendant : CONRAD R. MURRAY  
Court : District  
County : CLARK  
Case No. : D-07-384990-F  
Amount : \$9,622.93, PLUS INTEREST AND COSTS

Guarantee No: G-4205-35051



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LAPD001343

**TRUSTEE SALE GUARANTEE**

40. JUDGMENT: A Judgment for an amount herein stated, and any other amounts due, recorded October 7, 2008 in Book 20081007 as Document No. 4447 of Official Records.  
Plaintiff : CAPITAL ONE BANK (U.S.A.) N.A.  
Defendant : CONRAD R. MURRAY  
Court : Justice Court  
County : CLARK  
Case No. : 08C-018243  
Amount : \$960.32, PLUS INTEREST AND COSTS
41. JUDGMENT: A Judgment for an amount herein stated, and any other amounts due, recorded December 5, 2008 in Book 20081205 as Document No. 2647 of Official Records.  
Plaintiff : JULIE A. BROWN  
Defendant : CONRAD R. MURRAY  
Court : DISTRICT  
County : CLARK  
Case No. : D-07-3849990-F  
Amount : \$2,000.00, PLUS INTEREST AND COSTS
42. JUDGMENT: A Judgment for an amount herein stated, and any other amounts due, recorded June 12, 2009 in Book 20090612 as Document No. 525 of Official Records.  
Plaintiff : NENITA MALIBIRAN  
Defendant : CONRAD MURRAY  
Court : District  
County : CLARK  
Case No. : R138390  
Amount : \$10,893.43, PLUS INTEREST AND COSTS
43. ANY BANKRUPTCY PROCEEDING that is not disclosed by the acts that would afford notice as to said land, pursuant to Title II U.S.C. 549 © of the Bankruptcy Reform Act of 1978.
44. Any general or special assessments that may become due the Summerlin South Community Association and Red Rock Country Club Homeowners Association as set forth in the Covenants, Conditions and Restrictions as Item Nos. 14, 22 and 33, herein which may be allowed and/or created after a Trustee's Sale pursuant to N.R.S. 116.3116

**End of Special Exceptions**

Guarantee No: G-4205-35051



TRUSTEE SALE GUARANTEE

INFORMATION FOR TRUSTEE

1. Trustee must observe the requirements of Section 107.080 of the Nevada Revised Statutes as to the notices to be sent to the Trustors, or to their successors in interest. Names and addresses of the Trustors or their successors in interest are:

CONRAD MURRAY  
2426 GRASSY SPRING PLACE  
LAS VEGAS, NEVADA 89135

2. The names and addresses of persons who have recorded requests, as provided by Section 107.090 of the Nevada Revised Statutes, for a copy of notice of default and for a copy of notice of sale as shown herein:

NONE

3. The names and addresses disclosed by the records examined, other than those to whom notice is required by Section 107.090 of the Nevada Revised Statutes to be directed, who might be interested in receiving a copy of notice of sale are:

NENITA C. MALIBIRAN  
C/O JULIE A. BROWN, ESQ  
2020 CAMINO DEL RIO N. #205  
SAN DIEGO, CAL 92108

CAPITAL ONE BANK, (U.S.A.) N.A.  
C/O PATENAUDE & FELIX  
1771 EAST FLAMINGO ROAD #112A  
LAS VEGAS, NEVADA 89119

NENITA C. MALIBIRAN  
C/O CLARK COUNTY DISTRICT ATTORNEY  
301 EAST CLARK AVENUE #100  
LAS VEGAS, NEVADA 89101

JOHN VARTANIAN  
DEPARTMENT OF CHILD SUPPORT SERVICES  
2851 JUNCTION AVENUE  
SAN JOSE, CALIFORNIA 95134

4. Judicial Township in which said land is located: Summerlin
5. Judicial District in which said land is located: Eighth Judicial District
6. Legal Publication may be made in:

Guarantee No: G-4205-35051



CONFIDENTIAL — — —

LAPD001345

**TRUSTEE SALE GUARANTEE**

THE LAS VEGAS SUN, published daily, THE LAS VEGAS REVIEW JOURNAL, published daily,  
and NEVADA LEGAL NEWS, published five days per week.

Guarantee No: G-4205-35051



CONFIDENTIAL

LAPD001346

**STG Privacy Notice (Rev 01/26/09) Stewart Title Companies**

**WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?**

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business--to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<b>Reasons we can share your personal information</b>	<b>Do we share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes-</b> to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes-</b> to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes-</b> information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies. <i>Our affiliates may include companies with the Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes-</b> information about your creditworthiness	No	We don't share
<b>For our affiliates to market you</b>	Yes	No
<b>For nonaffiliates to market to you-</b> Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third party insurance company, we will disclose your personal information to that nonaffiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

<b>Sharing practices</b>	
<b>How often do the Stewart Title Companies notify me about their practices?</b>	We must notify you about our sharing practices when you request a transaction.
<b>How do the Stewart Title Companies protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
<b>How do the Stewart Title Companies collect my personal information?</b>	<p>We collect your personal information, for example, when</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
<b>What sharing can I limit?</b>	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056.
----------------------------------------------------------------------------------------------------------------------------------------------------------------

CONFIDENTIAL

LAPD001348

**Exhibit 5 - 1348**

**stewart**  
title company

376 E. Warm Springs Road, Suite 190  
Las Vegas, Nevada 89119

**CERTIFIED MAIL**



7008 3230 0000 8661 7377

Hasler  
07/30/2009  
**US POSTAGE**

FIRST-CLASS MAIL  
**\$05.71<sup>0</sup>**



ZIP 89113  
011D11605784

*LN  
7/31/09*

*2<sup>nd</sup> FN*

*RTS-9-23*

102179-FCL 7008 3230 0000 8661 7377  
CONRAD MURRAY  
2426 GRASSY SPRING PLACE  
LAS VEGAS, NEVADA 89135

Re: 1021179-FCL Irwin Murray

8913541543 FCLG  
891194259

NIXIE 891 SE 1 99 09/23/09

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 89119425940 \*1314-05082-30-39



<b>SENDER: COMPLETE THIS SECTION</b> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: <u>1021179</u>  102179-FCL 7008 3230 0000 8661 7414 JOHN VARTANIAN DEPT OF CHILD SUPPORT SERVICES 2851 JUNCTION AVENUE SAN JOSE, CALIF 95134	<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature X <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: _____ 3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	<b>SENDER: COMPLETE THIS SECTION</b> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: <u>1021179</u>  102179-FCL 7008 3230 0000 8661 7384 NENITA C. MALIBIRAN C/O JUDIE A. BROWN, ESQ 2020 CAMINO DEL RIO N. #205 SAN DIEGO, CAL 92108	<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature X <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <u>Marina Pelaez</u> C. Date of Delivery <u>8-29</u> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: _____ 3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Transfer from service label) <u>7008 3230 0000 8661 7414</u>		2. Article Number (Transfer from service label) <u>7008 3230 0000 8661 7384</u>	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-00-1540		PS Form 3811, February 2004 Domestic Return Receipt 102595-02-00-1540	

<b>SENDER: COMPLETE THIS SECTION</b> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: <u>1021179</u>  102179-FCL 7008 3230 0000 8661 7407 NENITA C. MALIBIRAN C/O CLARK-COUNTY DISTRICT ATTORNEY 301 EAST CLARK AVENUE #100 LAS VEGAS, NEVADA 89101	<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature X <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: <u>Jul 31 2 04 PM '09</u> RECEIVED 3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	<b>SENDER: COMPLETE THIS SECTION</b> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to: <u>1021179</u>  102179-FCL 7008 3230 0000 8661 7391 CAPITAL ONE BANK, USA N.A. C/O PATENAUDE & FELIX 1771 EAST FLAMINGO RD #112A LAS VEGAS, NEVADA 89119	<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature X <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <u>me</u> C. Date of Delivery <u>7/31</u> D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: _____ 3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Transfer from service label) <u>7008 3230 0000 8661 7407</u>		2. Article Number (Transfer from service label) <u>7008 3230 0000 8661 7391</u>	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-00-1540		PS Form 3811, February 2004 Domestic Return Receipt 102595-02-00-1540	

<b>SENDER: COMPLETE THIS SECTION</b> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 1. Article Addressed to:  102179-FCL 7008 2810 0002 2168 1105 CAPITAL ON BANK, USA N.A. C/O PATENAUDE & FELIX 1771 EAST FLAMINGO RD #112A LAS VEGAS, NEVADA 89119	<b>COMPLETE THIS SECTION ON DELIVERY</b> A. Signature X <u>[Signature]</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <u>J Diaz</u> C. Date of Delivery _____ D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: _____ 3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> O.D.D. 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
2. Article Number (Transfer from service label) <u>7008 2810 0002 2168 1105</u>	
PS Form 3811, February 2004 Domestic Return Receipt 102595-02-00-1540	

CONFIDENTIAL

LAPD001350

<p>U.S. Postal Service <b>CERTIFIED MAIL RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)</p> <p>For delivery information visit our website at www.usps.com.</p> <p><b>OFFICIAL USE</b></p> <p>Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)</p> <p>1021179-FCL 7008 2810 0002 8661 5021 CAPITAL ON BANK USA N.A. C/O PATENAUCE &amp; FELIX 1771 EAST FLAMINGO RD #112A LAS VEGAS, NEVADA 89119</p>	<p>U.S. Postal Service <b>CERTIFIED MAIL RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)</p> <p>For delivery information visit our website at www.usps.com.</p> <p><b>OFFICIAL USE</b></p> <p>Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)</p> <p>1021179-FCL 7008 3230 0000 8661 5021 NENITA C. MALIBIRAN C/O CLARK COUNTY DISTRICT ATTORNEY 301 EAST CLARK AVENUE #100 LAS VEGAS, NEVADA 89101</p>	<p>U.S. Postal Service <b>CERTIFIED MAIL RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)</p> <p>For delivery information visit our website at www.usps.com.</p> <p><b>OFFICIAL USE</b></p> <p>Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)</p> <p>1021179-FCL 7008 2810 0002 8661 5021 IRWIN UNION BANK 50 WASHINGTON COLUMBUS, IN 47201</p>
<p>U.S. Postal Service <b>CERTIFIED MAIL RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)</p> <p>For delivery information visit our website at www.usps.com.</p> <p><b>OFFICIAL USE</b></p> <p>Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)</p> <p>1021179-FCL 7008 2810 0002 2168 1099 JOHN VARTANIAN DEPT OF CHILD SUPPORT SERVICES 2851 JUNCTION AVENUE SAN JOSE, CALIF 95134</p>	<p>U.S. Postal Service <b>CERTIFIED MAIL RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)</p> <p>For delivery information visit our website at www.usps.com.</p> <p><b>OFFICIAL USE</b></p> <p>Postage \$ Certified Fee Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required)</p> <p>1021179-FCL 7008 2810 0002 2168 1099 NENITA C. MALIBIRAN C/O JULIE A. BROWN, ESQ 2020 CAMINO DEL RIO N. #205 SAN DIEGO, CAL 92108</p>	<p>U.S. Postal Service <b>CERTIFIED MAIL RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)</p> <p>For delivery information visit our website at www.usps.com.</p> <p><b>OFFICIAL USE</b></p> <p>Postage \$ 44 Certified Fee 2.80 Return Receipt Fee (Endorsement Required) 2.30 Restricted Delivery Fee (Endorsement Required) 5.54</p> <p>FORECLOSURE MEDIATION PROGRAM ADMINISTRATOR 201 S. CARSON STREET, SUITE 109 CARSON CITY, NEVADA 89701 MED REQ @ \$</p>

<p><b>SENDER: COMPLETE THIS SECTION</b></p> <p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: 1021179 FCL</p> <p>FORECLOSURE MEDIATION PROGRAM ADMINISTRATOR 201 S. CARSON STREET, SUITE 109 CARSON CITY, NEVADA 89701</p> <p>MED REQ @ \$</p> <p>2. Article Number (Transfer from service label): 7008 3230 0000 8661 5434</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature: <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): SEP 04 2008 C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	<p><b>SENDER: COMPLETE THIS SECTION</b></p> <p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>1021179-FCL 7008 2810 0002 2168 1099 NENITA C. MALIBIRAN C/O JULIE A. BROWN, ESQ 2020 CAMINO DEL RIO N. #205 SAN DIEGO, CAL 92108</p> <p>2. Article Number (Transfer from service label): 7008 2810 0002 2168 1099</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature: <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): J. BROWN C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
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<p><b>SENDER: COMPLETE THIS SECTION</b></p> <p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to: 1021179 FCL</p> <p>IRWIN UNION BANK 50 WASHINGTON COLUMBUS, IN 47201</p> <p>BENE NOTICE DE MEDIATION</p> <p>2. Article Number (Transfer from service label): 7008 3230 0000 8661 5526</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature: <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): EP C. Date of Delivery: 8/31</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	<p><b>SENDER: COMPLETE THIS SECTION</b></p> <p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>1021179-FCL 7008 3230 0000 8661 5823 NENITA C. MALIBIRAN C/O CLARK COUNTY DISTRICT ATTORNEY 301 EAST CLARK AVENUE #100 LAS VEGAS, NEVADA 89101</p> <p>2. Article Number (Transfer from service label): 7008 3230 0000 8661 5823</p> <p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature: <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): J. BROWN C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
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<p><b>SENDER: COMPLETE THIS SECTION</b></p> <p>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>Print your name and address on the reverse so that we can return the card to you.</p> <p>Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>1021179-FCL 7008 3230 0000 8661 5021 JOHN VARTANIAN DEPT OF CHILD SUPPORT SERVICES 2851 JUNCTION AVENUE SAN JOSE, CALIF 95134</p> <p>2. Article Number</p>	<p><b>COMPLETE THIS SECTION ON DELIVERY</b></p> <p>A. Signature: <i>[Signature]</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): J. BROWN C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:</p> <p>3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
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CONFIDENTIAL

LAPD001351

Name and Address of Sender  
 Stewart Title Company  
 376 East Warm Springs Road  
 Suite 190  
 Las Vegas, NV 89119

Check type of mail or service:  
 Certified  
 CDO  
 Delivery Confirmation  
 Express Mail  
 Insured  
 Registered Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Affix Stamp Here  
 (If issued as a certificate of mailing, or for additional copies of this bill)  
 Postmark and Date of Receipt

Article Number	Postage	Fee	Handling Charge	Actual Value \$ Registered	Insured Value	Due Sender \$ CDO	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.		.44	280								20
2.											
3.											
4.											
5.											
6.											
7.											
8.											



Total Number of Pieces Listed by Sender: 8  
 Total Number of Pieces Received at Post Office: 8  
 Postmaster, Per (Name of receiving employee): [Signature]  
 See Privacy Act Statement on Reverse

Name and Address of Sender  
**Stewart Title Company**  
**376 East Warm Springs Road**  
**Suite 190**  
**Las Vegas, NV 89119**

Check type of mail or service:  
 Certified  
 COD  
 Delivery Confirmation  
 Express Mail  
 Insured  
 Recorded Delivery (International)  
 Registered  
 Return Receipt for Merchandise  
 Signature Confirmation

Affix Stamp Here  
 (If issued as a  
 certificate of mailing,  
 or for additional  
 copies of this bill)  
 Postmark and  
 Date of Receipt

Article Number	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1.	.44	2.80									
2.											
3.											
4.											
5.											
6.											
7.											
8.											
Total Number of Pieces Listed by Sender		Total Number of Pieces Received at Post Office		Postmaster, Per (Name of receiving employee)		See Privacy Act Statement on Reverse					



1021179

2.80

Delivery Confirmation  
 Signature Confirmation  
 Special Handling  
 Restricted Delivery  
 Return Receipt

CONFIDENTIAL

LAPD001354

**Exhibit 5 - 1354**



20081205-0002647

Fee: \$28.00  
N/C Fee: \$0.00  
12/05/2008 13:57:01  
T20080301334  
Requestor:  
J BROWN  
Debbie Conway TAH  
Clark County Recorder Pgs: 15

APN# 164-02-422-011  
11-digit Assessor's Parcel Number may be obtained at:  
http://redrock.co.clark.nv.us/assrealprop/owner.aspx

FOREIGN JUDGMENT FILED

12/05/08; AFFIDAVIT OF JUDGMENT  
Type of Document CREDITOR

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested By:  
JULIE A. BROWN

Return Documents To:  
Name Julie A. Brown  
Address 2020 Camino del Rio N., Ste. 205  
City/State/Zip San Diego, CA 92108

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

OR Form 108 - 06/06/2007  
Coversheet.pdf

1 JULIE A. BROWN  
2 BROWN & ASSOCIATES  
3 Plaza 2020  
4 2020 Camino Del Rio North, Suite 205  
5 San Diego, California 92108  
6 Telephone: (619) 542-1300

FILED

DEC 5 1 25 PM '08

7 Attorney In Proper Person,  
8 JULIE A. BROWN

*CD*  
CLERK OF THE COURT

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

11 ) CASE NO: D-07-3849990-F  
12 )  
13 ) DEPT NO. E  
14 )  
15 )  
16 )  
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19 )  
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21 )  
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26 )  
27 )  
28 )

JULIE A. BROWN,  
Plaintiff

vs.

CONRAD R. MURRAY,  
Defendant

NOTICE OF FILING APPLICATION OF FOREIGN JUDGMENT  
AND AFFIDAVIT OF JUDGMENT CREDITOR

TO: CONRAD R. MURRAY;  
Defendant

PLEASE TAKE NOTICE that an Application of Foreign Judgment,  
a copy of which is attached as "Exhibit 1", and an Affidavit of  
Judgment Creditor, a copy of which is attached as "Exhibit 2",  
were filed in the above-referenced case on the 29<sup>th</sup> day of  
October, 2007.

DATED this 5<sup>th</sup> day of December, 2008

By: *Julie A. Brown*

JULIE A. BROWN, Plaintiff  
2020 Camino del Rio North, Suite 205  
San Diego, CA 92108  
(619) 542-1300

1 JULIE A. BROWN  
BROWN & ASSOCIATES  
2 Plaza 2020  
2020 Camino Del Rio North, Suite 205  
3 San Diego, California 92108  
Telephone: (619) 542-1300

4 Attorney In Proper Person,  
5 JULIE A. BROWN

6  
7 DISTRICT COURT OF THE STATE OF NEVADA  
8 IN AND FOR CLARK COUNTY NEVADA

9 ) CASE NO: D-07-384990-F  
10 )  
10 JULIE A. BROWN, ) DEPT NO. E  
Plaintiff )  
11 )  
12 vs. )  
12 )  
13 CONRAD R. MURRAY, )  
Defendant )  
14 )

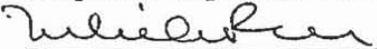
15 APPLICATION OF FOREIGN JUDGMENT

16 COMES NOW Plaintiff JULIE A. BROWN, in Proper Person, hereby  
17 files her Foreign Judgment pursuant to NRS 17.350, and registers  
18 an exemplified copy of the Judgment, attached hereto as "Exhibit  
19 1", as follows:

20 An exemplified copy of the Findings and Order After Hearing,  
21 from the Superior Court of California, County of San Diego,  
22 signed by the Honorable Jacqueline M. Stern and filed on August  
23 17, 2000.

24 DATED this 5th day of December, 2008.

25 Respectfully Submitted:

26   
27 JULIE A. BROWN, Plaintiff  
2020 Camino del Rio North, Suite 205  
San Diego, CA 92108  
28 (619) 542-1300

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VERIFICATION

STATE OF NEVADA        )  
                                  ) ss:  
COUNTY OF CLARK        )

JULIE A. BROWN, under penalties of perjury, being first duly sworn, deposes and says:

That I am the Plaintiff in the above-entitled action; that I have read the foregoing Application of Foreign Judgment and know the contents thereof; that the same is true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true.

DATED this 5th day of December, 2008.

By: Julie A. Brown  
JULIE A. BROWN

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

Dated: 12/5/08       Julie A. Brown

**EXHIBIT 1**

CONFIDENTIAL

LAPD001359

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name & Address): <b>JULIE A. BROWN, ESQ.</b> <b>BROWN &amp; ASSOCIATES</b> 964 Fifth Avenue, Suite 414 San Diego, CA 92101 TELEPHONE NO.: (619) 544-1412		FOR COURT USE ONLY  
ATTORNEY FOR (Name): <b>NENITA C. MALIBIRAN</b>		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 1501-55 Sixth Avenue MAILING ADDRESS: 1501-55 Sixth Avenue CITY AND ZIP CODE: San Diego, CA 92101 BRANCH NAME: FAMILY COURT BUILDING		
PETITIONER/PLAINTIFF: <b>CONRAD R. MURRAY</b>  RESPONDENT/DEFENDANT: <b>NENITA C. MALIBIRAN</b>  CLAIMANT:		
<b>FINDINGS AND ORDER AFTER HEARING</b> (Family Law - Domestic Violence Prevention - Uniform Parentage)		CASE NUMBER: D 445105 <b>JZS</b>

1. This proceeding was heard on (date): 07/17/00 at (time): 9:00 A.M. in Dept.: F-5 Room: by Judge (name): Hon. Jacqueline M. Stern  Temporary Judge

Petitioner/plaintiff present  
 Respondent/defendant present  
 Claimant present  
 Attorney present (name): Stephen J. Dimeff  
 Attorney present (name): Julie A. Brown  
 Attorney present (name):  
 On the order to show cause or motion filed (date): 02/15/00 by (name): Nenita C. Malibiran  
 Reissued 04/04/00

2. THE COURT ORDERS

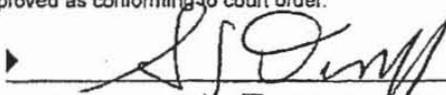
3. Custody and visitation:  As attached  Not applicable
4. Child support:  As attached  Not applicable
5. Spousal-Family Support:  As attached  Not applicable
6. Property orders:  As attached  Not applicable
7. Domestic Violence Miscellaneous Orders  As attached  Not applicable
8. Other orders:  As attached  Not applicable
9.  Attorney fees (specify amount): \$ 2,000.00  payable as child support  payable as spousal support  
 Payable to: (name and address): Julie A. Brown, Esq.  
 964 Fifth Avenue, Suite 414, San Diego, CA 92101  
 Payable  forthwith  other (specify):

The foregoing instrument is a full, true and correct copy of the original file in the office.  
 Attest: **SEP 04 2000**  
 Clerk of the Superior Court of the State of California, in and for the County of San Diego.

10. All other issues are reserved until further order of court.

Date: **AUG 17 2000**  
 Approved as conforming to court order.

  
 JUDGE OF THE SUPERIOR COURT  
**JACQUELINE M. STERN**  


  
 SIGNATURE OF ATTORNEY FOR  PETITIONER/PLAINTIFF  RESPONDENT/DEFENDANT

(Continued)

Form Adopted by Rule 1296.31  
 Judicial Council of California  
 1296.31 (Rev. January 1, 1992)  
 Mandatory Form  
 Martin Dean's Essential Forms TM

**FINDINGS AND ORDER AFTER HEARING**  
 (Family Law - Domestic Violence Prevention - Uniform Parentage) **MURRAY v. MALIBIRAN**

ATTACHMENT TO FINDINGS AND ORDER AFTER HEARING  
San Diego Superior Court Case #D 445105  
Conrad R. Murray vs. Nenita C. Malibiran  
(July 17, 2000)

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Plaintiff, appearing personally with his counsel, Stephen J. Dimeff and Defendant, appearing through her counsel, Julie A. Brown, the Court hereby orders as follows:

A. The Court finds that from January 1, 1999, through February 1, 2000, Plaintiff is \$6,317.00 in arrears on his child support obligation, plus legal interest thereon. In addition, from January 1, 1999, through February 1, 2000, Plaintiff is \$2,000.00 in arrears on his one-half obligation for child care.

B. Plaintiff shall pay \$2,000.00 to Defendant's attorney, Julie A. Brown, as and for additional attorneys fees and costs for this proceeding.

C. Plaintiff is liable for the legal rate of interest on the unpaid balance of attorney's fees from the Court's prior order issued April 9, 1999.

D. All orders not in conflict with those set forth herein shall remain in full force and effect.

, 12/3/2008

**Amounts Due Now**

Costs:	\$0.00
Principal:	\$2,000.00
*Interest:	\$1,678.36
**Fam C §4722 Penalty:	\$0.00
	-----
Total:	\$3,678.36

Daily interest from Friday, December 5, 2008 is: \$0.55

\* Interest (and principal, if spousal or family support) is taxable to recipient in full in the year received, regardless of when due.

\*\* Penalty applicable to child support payments accruing after January 1, 1992, if Notice has been properly filed and served 30 days prior to issuance of this writ.

Julie A. Brown, Brown & Associates  
CFLR Executioner 2007-1(tm); 12/3/2008 12:32 PM  
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CONFIDENTIAL

LAPD001362

**Exhibit 5 - 1362**

(respondent)  
Case Number  
Dec 05, 2008  
Brown & Associates

Date	Action	Payment		Penalty Bal	Accr	Interest		Bal	Principal & Costs	
		Due	Paid			Cred	Bal		Cred	Bal
Jul 17, 2000	@10.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Jul 17, 2000	Imp sum	2000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2000.00
Dec 05, 2008	appl	0.00	0.00	0.00	1678.36	0.00	1678.36	0.00	2000.00	2000.00
Dec 05, 2008	totals	2000.00	0.00	0.00	1678.36	0.00	1678.36	0.00	2000.00	2000.00

**EXHIBIT 2**

CONFIDENTIAL

LAPD001364

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**Exhibit 5 - 1364**

CONFIDENTIAL

LAPD001365

**Exhibit 5 - 1365**

1 JULIE A. BROWN  
BROWN & ASSOCIATES  
2 Plaza 2020  
2020 Camino Del Rio North, Suite 205  
3 San Diego, California 92108  
Telephone: (619) 542-1300  
4

5 Attorney In Proper Person,  
JULIE A. BROWN  
6

7  
8 DISTRICT COURT OF THE STATE OF NEVADA  
9 IN AND FOR CLARK COUNTY NEVADA

10 JULIE A. BROWN, ) CASE NO: D-07-384990-F  
Plaintiff )  
11 vs. ) DEPT NO. E  
12 )  
CONRAD R. MURRAY, )  
13 Defendant )  
14 )  
15 )

16 AFFIDAVIT OF JUDGMENT CREDITOR

17 STATE OF NEVADA )  
18 ) ss:  
COUNTY OF CLARK )

19 JULIE A. BROWN, being first duly sworn upon oath, deposes  
20 and says as follows:

21 1. The name and last known post office address of the  
22 judgment debtor is:

23 Name: CONRAD R. MURRAY  
24 Address: 2426 Grassy Spring  
25 Las Vegas, NV 89135-1543

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27 ////

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2. The name and last known post office address of the judgment creditor is:

Name: JULIE A. BROWN

Address: 2020 Camino del Rio North, Suite 205  
San Diego, CA 92108

3. The foreign judgment that is attached to the Application of Foreign Judgment is valid and enforceable.

4. As of today's date December 5, 2008, \$3,678.36 (principle and interest of 10% per annum) is due and owing.

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

Dated: 12/05/08 Julie A. Brown







CONFIDENTIAL

LAPD001370

20081007-0004447

Fee: \$16.00  
N/C Fee: \$0.00  
10/07/2008 15:19:52  
T20080237305  
Requestor:  
PATENAUDE & FELIX APC  
Debbie Conway ANI  
Clark County Recorder Pgs: 3

APN#  
11 Digit number may be obtained at:  
<http://sandgate.co.clark.nv.us/cicsAssessor/owner.htm>

CAPITAL ONE BANK v.  
CONRAD R. MURRAY

3

Type of Document-  
DEFAULT JUDGMENT

(Example: Declaration of Homestead, Quit Claim Deed, ect.)

COUNTY RECORDER  
LAS VEGAS NV

**Recording Requested By:** Patenaude & Felix, A.P.C.  
WESTLEY VILLANUEVA, ESQ.  
1771 East Flamingo Rd Suite 112A  
Las Vegas NV 89119  
(702) 952-2031  
Attn: Maureen Mamone

**Return to:**  
Patenaude & Felix, A.P.C.  
1771 East Flamingo Rd Suite 112A  
Las Vegas NV 89119  
Re: 08-1675

This page added to provide additional information required by NRS 111.312, Sections 1-2

(Additional Recording fee of \$1.00 will apply)

ORIGINAL

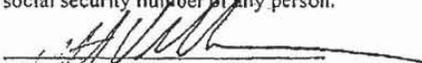
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**DFJD**  
**WESTLEY VILLANUEVA, ESQ.**  
Nevada Bar No. 8708  
**PATENAUDE & FELIX, A.P.C.**  
1771 East Flamingo Rd Suite 112A  
Las Vegas NV 89119  
(702) 952-2031  
Attorney for Plaintiff

SEP 26 10 50 AM '08  
BY \_\_\_\_\_ CLERK  
LAS VEGAS, NV  
CLERK OF DISTRICT COURT

The undersigned does hereby affirm  
that this document does not contain the  
social security number of any person.

  
\_\_\_\_\_  
Westley O. Villanueva, Esq.

**JUSTICE COURT, LAS VEGAS TOWNSHIP**  
**COUNTY OF CLARK, STATE OF NEVADA**

\*\*\*\*\*

**CAPITAL ONE BANK (U.S.A.), N.A.**  
Plaintiff,

vs.

**CONRAD R MURRAY,**  
**DOES I through X and**  
**ROE CORPORATIONS I through X,**  
inclusive,  
Defendant.

Case No. 08C-018243  
Dept. No. 3

**DEFAULT JUDGMENT**

CONRAD R MURRAY , Defendant(s), having been regularly served, and having  
failed to appear, plead or otherwise defend this action, and the Default of said Defendant(s)  
having been duly entered by the Clerk of Court, and evidence of having been introduced by  
the Affidavit of Plaintiff, in support of Plaintiff's claim as alleged in the Complaint on file  
herein. The Court finding that it has jurisdiction over the subject matter and the parties  
hereto and being otherwise fully advised in the premises, and good cause appearing therefor,

1 The Court finding that it has jurisdiction over the subject matter and the parties hereto and  
2 being otherwise fully advised in the premises, and good cause appearing therefor,

3  
4  
5 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that Plaintiff, CAPITAL ONE  
6 BANK (U.S.A.), N.A. , have and recover from Defendant(s), CONRAD R MURRAY , as  
7 follows:

- 8 1. For the principle sum of \$960.32 , plus
- 9 2. Pre-Judgment Interest in the amount of \$162.94;
- 10 3. Post-Judgment interest accruing at the rate of 28.10 % per annum;
- 11 4. For reasonable attorney's fees in the amount of 245 ; and
- 12 5. For costs and disbursements incurred herein in the amount of \$ 110.

13 DATED: SEP 2A 2008

14 TONY L. ABBATANGELO

15  
16 JUDGE

17 PATENAUDE & FELIX, A.P.C.

18  
19 By [Signature]  
20 WESTLEY VILLANUEVA, ESQ.  
21 Nevada Bar No. 8708  
22 1771 East Flamingo Rd Suite 112A  
23 Las Vegas NV 89119  
24 Attorneys for Plaintiff

25 **CERTIFIED COPY**

26 The document to which this certificate is attached  
27 is a full, true and correct copy of the original  
28 on file and of record in Justice Court of Las  
Vegas Township, in and for the County of Clark,  
State of Nevada.

By [Signature] Deputy  
Date SEP 2A 2008

20080530-0003715

Fee: \$29.00  
N/C Fee: \$0.00

05/30/2008 14:04:15

T20080102593

Requestor:  
J BROWN

Debbie Conway LEX  
Clark County Recorder Pgs: 16

APN# 164-02-422-011 (110)

11-digit Assessor's Parcel Number may be obtained at:  
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>

FOREIGN JUDGMENT;

AFFIDAVIT OF JUDGMENT CREDITOR

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested by:

JULIE A. BROWN

Return Documents To:

Name JULIE A. BROWN

Address 2020 Camino del Rio N., Ste 205

City/State/Zip SAN DIEGO, CA 92108

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

OR Form 108 ~ 06/06/2007  
Coversheet.pdf

CONFIDENTIAL

LAPD001374

Exhibit 5 - 1374

148

me

1 JULIE A. BROWN  
2 BROWN & ASSOCIATES  
2 Plaza 2020  
3 2020 Camino Del Rio North, Suite 205  
3 San Diego, California 92108  
4 Telephone: (619) 542-1300

5 Attorney In Proper Person,  
5 JULIE A. BROWN

FILED  
2007 DEC -3 P 1:13  
CLERK OF THE COURT

6 DISTRICT COURT OF THE STATE OF NEVADA

7 IN AND FOR CLARK COUNTY NEVADA

8 ) CASE NO: D.07.384990.F  
9 )  
9 JULIE A. BROWN, )  
Plaintiff ) DEPT NO. E  
10 )  
11 vs. )  
11 )  
12 CONRAD R. MURRAY, )  
Defendant )  
13 )

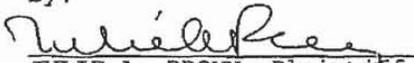
14 NOTICE OF FILING APPLICATION OF FOREIGN JUDGMENT  
15 AND AFFIDAVIT OF JUDGMENT CREDITOR

16 TO: CONRAD R. MURRAY;  
17 Defendant

18 PLEASE TAKE NOTICE that an Application of Foreign Judgment,  
19 a copy of which is attached as "Exhibit 1", and an Affidavit of  
20 Judgment Creditor, a copy of which is attached as "Exhibit 2",  
21 were filed in the above-referenced case on the 29<sup>th</sup> day of  
22 October, 2007.

23 DATED this 29<sup>th</sup> day of October, 2007

24 By:

25 

26 JULIE A. BROWN, Plaintiff  
27 2020 Camino del Rio North, Suite 205  
28 San Diego, CA 92108  
(619) 542-1300

CE36

1 JULIE A. BROWN  
2 BROWN & ASSOCIATES  
3 Plaza 2020  
4 2020 Camino Del Rio North, Suite 205  
5 San Diego, California 92108  
6 Telephone: (619) 542-1300  
7  
8 Attorney In Proper Person,  
9 JULIE A. BROWN

6 DISTRICT COURT OF THE STATE OF NEVADA  
7  
8 IN AND FOR CLARK COUNTY NEVADA

9 ) CASE NO:  
10 )  
11 JULIE A. BROWN, ) DEPT NO.  
12 Plaintiff )  
13 vs. )  
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15 APPLICATION OF FOREIGN JUDGMENT

16 COMES NOW Plaintiff JULIE A. BROWN, in Proper Person, hereby  
17 files her Foreign Judgment pursuant to NRS 17.350, and registers  
18 an exemplified copy of the Judgment, attached hereto as "Exhibit  
19 1", as follows:

20 An exemplified copy of the Findings After Hearing, from the  
21 Superior Court of California, County of San Diego, signed by the  
22 Honorable Jacqueline M. Stern and filed on April 14, 1999.

23 DATED this 29<sup>th</sup> day of October, 2007.

24 Respectfully Submitted:

25 Julie A. Brown  
26 JULIE A. BROWN, Plaintiff  
27 2020 Camino del Rio North, Suite 205  
28 San Diego, CA 92108  
(619) 542-1300

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VERIFICATION

STATE OF NEVADA        )  
                                  ) ss:  
COUNTY OF CLARK        )

JULIE A. BROWN, under penalties of perjury, being first duly sworn, deposes and says:

That I am the Plaintiff in the above-entitled action; that I have read the foregoing Application of Foreign Judgment and know the contents thereof; that the same is true of my own knowledge, except for those matters therein contained stated upon information and belief, and as to those matters, I believe them to be true.

DATED this 29th day of October, 2007.

By:

*Julie A. Brown*  
JULIE A. BROWN

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

Dated: 10/29/07        *Julie A. Brown*

**EXHIBIT 1**

CONFIDENTIAL

LAPD001378

0112

**F I L E D**  
KENNETH E. MARTONE  
Clerk of the Superior Court

APR 14 1999

BY: \_\_\_\_\_, Deputy

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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN DIEGO**

In Re the Marriage of	}	Case No. D 445105
Petitioner: CONRAD R. MURRAY		
And		FINDINGS AFTER HEARING
Respondent: NENITA MALIBIRAN		

This matter came on for hearing on April 9, 1999, in Department F5, the Honorable Jacqueline M. Stern, judge presiding. Petitioner appeared by and through his counsel, Stephen Dimeff, Esq. Respondent appeared by and through her counsel, Julie A. Brown, Esq. The Court, after reviewing the documents on file and hearing argument of counsel, made the following findings:

1. **Child Support** – Petitioner has a tax filing status of head of household with three exemptions. His gross monthly income is \$4,125. This figure is based upon a determination that his taxable income is \$2,083 and his non-taxable is \$2,042, as reflected by his monthly expenses and the fact his corporation pays some of his monthly expenses, such as rent and food. Deducted from this gross amount is a monthly health care premium of \$324. Petitioner's net monthly adjusted income is \$3,683. He is given a 10% timeshare based upon a combination of the timeshare contained in Family Court Services' report dated August 24, 1998, along with the fact he has not seen the child since December 1998.

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Respondent's tax filing status is head of household with two exemptions. Her gross monthly income is \$4,192 with a \$24 monthly deduction for union dues. Her net monthly adjusted income is \$3,248.

Based upon the above, child support of \$803 per month is ordered paid to the Respondent, effective January 1, 1999.

Petitioner is further ordered to pay one-half of any monthly child care expenses incurred by Respondent. He is also ordered to pay one-half of all the child's unreimbursed health care expenses.

- 2. The recommendations of the Family Court Services report dated August 24, 1998, are adopted as modified in the stipulation filed September 1, 1998, except that paragraphs 12 and 13 are modified as follows:

Petitioner and Respondent shall alternate monthly visits for the child. This means that beginning May 1999, Petitioner may have a weekend visit in San Jose with the child. Such visit shall take place for at least four hours each day on Saturday and Sunday, during daytime hours. The following month, Respondent and child shall travel to San Diego to provide Petitioner with a weekend visit with the child, as outlined above. Each party shall bear its own travel and lodging expenses for such trips. Petitioner shall pay one-half of the child's reasonable travel expenses to San Diego for the visits.

- 3. Petitioner shall contribute \$6,000 toward Respondent's attorney's fees, payable in installments of \$100 per month, effective May 1, 1999.

DATED: April 14, 1999

  
\_\_\_\_\_  
**JACQUELINE M. STERN**  
Judge of the Superior Court

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO**

Case No. **D445105**

**CLERK'S CERTIFICATE OF SERVICE  
BY MAIL (CCP, 1013a[3])**

**I HEREBY CERTIFY:**

I am not a party to the cause referred to herein.

On the date as shown below, at San Diego, California, I placed a true copy of the foregoing FINDINGS AFTER HEARING in a separate envelope addressed to each addressee as listed below, and each envelope was then sealed and deposited in the mail with the postage fully prepaid:

**For Petitioner:**

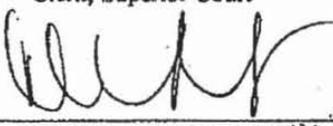
Atty. Stephen J. Dimeff  
2643 Fourth Ave.  
San Diego, CA 92101

**For Respondent:**

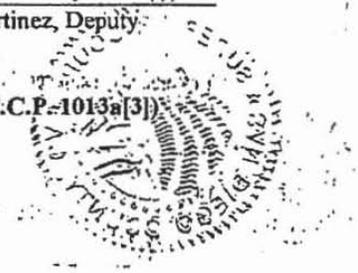
Atty. Julie A. Brown  
964 Fifth Ave., Suites 412-414  
San Diego, CA 92101

DATED: April 14, 1999

KENNETH E. MARTONE,  
Clerk, Superior Court

By   
Martha L. Martinez, Deputy

**CLERK'S CERTIFICATE OF SERVICE BY MAIL (C.C.P. 1013a[3])**



, 10/24/2007

**Amounts Due Now**

Costs:	\$0.00
Principal:	\$6,000.00
*Interest:	\$3,622.93
**Fam C §4722 Penalty:	\$0.00
	-----
Total:	\$9,622.93

Daily interest from Monday, October 29, 2007 is:      \$1.64

\* Interest (and principal, if spousal or family support) is taxable to recipient in full in the year received, regardless of when due.

\*\* Penalty applicable to child support payments accruing after January 1, 1992, if Notice has been properly filed and served 30 days prior to issuance of this writ.

Julie A. Brown , Brown & Associates  
CFLR Executioner 2007-1(tm); 10/24/2007 11:35 AM  
(c) 2007 West, a Thomson business. All rights reserved.

CONFIDENTIAL

LAPD001382

**Exhibit 5 - 1382**

(Respondent)  
Case Number  
Oct 29, 2007  
Brown & Associates

Date	Action	Payment		Penalty Bal	Accr	Interest		Bal	Principal & Costs	
		Dus	Paid			Cred	Cred		Bal	Bal
May 01, 1999	@10.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
May 01, 1999	Imp sum	100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	100.00
Jun 01, 1999	Imp sum	100.00	0.00	0.00	0.85	0.00	0.85	0.00	0.00	200.00
Jul 01, 1999	Imp sum	100.00	0.00	0.00	1.64	0.00	2.49	0.00	0.00	300.00
Aug 01, 1999	Imp sum	100.00	0.00	0.00	2.55	0.00	5.04	0.00	0.00	400.00
Sep 01, 1999	Imp sum	100.00	0.00	0.00	3.40	0.00	8.44	0.00	0.00	500.00
Oct 01, 1999	Imp sum	100.00	0.00	0.00	4.11	0.00	12.55	0.00	0.00	600.00
Nov 01, 1999	Imp sum	100.00	0.00	0.00	5.10	0.00	17.64	0.00	0.00	700.00
Dec 01, 1999	Imp sum	100.00	0.00	0.00	5.75	0.00	23.40	0.00	0.00	800.00
Jan 01, 2000	Imp sum	100.00	0.00	0.00	6.79	0.00	30.19	0.00	0.00	900.00
Feb 01, 2000	Imp sum	100.00	0.00	0.00	7.64	0.00	37.83	0.00	0.00	1000.00
Mar 01, 2000	Imp sum	100.00	0.00	0.00	7.95	0.00	45.78	0.00	0.00	1100.00
Apr 01, 2000	Imp sum	100.00	0.00	0.00	9.34	0.00	55.12	0.00	0.00	1200.00
May 01, 2000	Imp sum	100.00	0.00	0.00	9.86	0.00	64.98	0.00	0.00	1300.00
Jun 01, 2000	Imp sum	100.00	0.00	0.00	11.04	0.00	76.03	0.00	0.00	1400.00
Jul 01, 2000	Imp sum	100.00	0.00	0.00	11.51	0.00	87.53	0.00	0.00	1500.00
Aug 01, 2000	Imp sum	100.00	0.00	0.00	12.74	0.00	100.27	0.00	0.00	1600.00
Sep 01, 2000	Imp sum	100.00	0.00	0.00	13.59	0.00	113.86	0.00	0.00	1700.00
Oct 01, 2000	Imp sum	100.00	0.00	0.00	13.97	0.00	127.83	0.00	0.00	1800.00
Nov 01, 2000	Imp sum	100.00	0.00	0.00	15.29	0.00	143.12	0.00	0.00	1900.00
Dec 01, 2000	Imp sum	100.00	0.00	0.00	15.62	0.00	158.74	0.00	0.00	2000.00
Jan 01, 2001	Imp sum	100.00	0.00	0.00	16.99	0.00	175.72	0.00	0.00	2100.00
Feb 01, 2001	Imp sum	100.00	0.00	0.00	17.84	0.00	193.56	0.00	0.00	2200.00
Mar 01, 2001	Imp sum	100.00	0.00	0.00	18.88	0.00	210.43	0.00	0.00	2300.00
Apr 01, 2001	Imp sum	100.00	0.00	0.00	19.53	0.00	229.97	0.00	0.00	2400.00
May 01, 2001	Imp sum	100.00	0.00	0.00	19.73	0.00	249.69	0.00	0.00	2500.00
Jun 01, 2001	Imp sum	100.00	0.00	0.00	21.23	0.00	270.93	0.00	0.00	2600.00
Jul 01, 2001	Imp sum	100.00	0.00	0.00	21.37	0.00	292.30	0.00	0.00	2700.00
Aug 01, 2001	Imp sum	100.00	0.00	0.00	22.93	0.00	315.23	0.00	0.00	2800.00
Sep 01, 2001	Imp sum	100.00	0.00	0.00	23.78	0.00	339.01	0.00	0.00	2900.00
Oct 01, 2001	Imp sum	100.00	0.00	0.00	23.84	0.00	362.84	0.00	0.00	3000.00
Nov 01, 2001	Imp sum	100.00	0.00	0.00	25.48	0.00	388.32	0.00	0.00	3100.00
Dec 01, 2001	Imp sum	100.00	0.00	0.00	25.48	0.00	413.80	0.00	0.00	3200.00
Jan 01, 2002	Imp sum	100.00	0.00	0.00	27.18	0.00	440.98	0.00	0.00	3300.00
Feb 01, 2002	Imp sum	100.00	0.00	0.00	28.03	0.00	469.00	0.00	0.00	3400.00
Mar 01, 2002	Imp sum	100.00	0.00	0.00	28.08	0.00	495.09	0.00	0.00	3500.00
Apr 01, 2002	Imp sum	100.00	0.00	0.00	29.73	0.00	524.81	0.00	0.00	3600.00
May 01, 2002	Imp sum	100.00	0.00	0.00	29.59	0.00	554.40	0.00	0.00	3700.00
Jun 01, 2002	Imp sum	100.00	0.00	0.00	31.42	0.00	585.82	0.00	0.00	3800.00
Jul 01, 2002	Imp sum	100.00	0.00	0.00	31.23	0.00	617.06	0.00	0.00	3900.00
Aug 01, 2002	Imp sum	100.00	0.00	0.00	33.12	0.00	650.18	0.00	0.00	4000.00
Sep 01, 2002	Imp sum	100.00	0.00	0.00	33.97	0.00	684.15	0.00	0.00	4100.00
Oct 01, 2002	Imp sum	100.00	0.00	0.00	33.70	0.00	717.85	0.00	0.00	4200.00
Nov 01, 2002	Imp sum	100.00	0.00	0.00	35.67	0.00	753.52	0.00	0.00	4300.00
Dec 01, 2002	Imp sum	100.00	0.00	0.00	35.34	0.00	788.86	0.00	0.00	4400.00
Jan 01, 2003	Imp sum	100.00	0.00	0.00	37.37	0.00	826.23	0.00	0.00	4500.00
Feb 01, 2003	Imp sum	100.00	0.00	0.00	38.22	0.00	864.45	0.00	0.00	4600.00
Mar 01, 2003	Imp sum	100.00	0.00	0.00	35.29	0.00	899.74	0.00	0.00	4700.00
Apr 01, 2003	Imp sum	100.00	0.00	0.00	39.92	0.00	939.65	0.00	0.00	4800.00
May 01, 2003	Imp sum	100.00	0.00	0.00	39.45	0.00	979.10	0.00	0.00	4900.00
Jun 01, 2003	Imp sum	100.00	0.00	0.00	41.62	0.00	1020.72	0.00	0.00	5000.00

(Respondent)  
Case Number  
Oct 29, 2007  
Brown & Associates

Date	Action	Payment		Penalty Bal	Accr	Interest		Principal & Costs	
		Due	Paid			Cred	Bal	Cred	Bal
Jul 01, 2003	Imp sum	100.00	0.00	0.00	41.09	0.00	1061.81	0.00	5100.00
Aug 01, 2003	Imp sum	100.00	0.00	0.00	43.31	0.00	1105.13	0.00	5200.00
Sep 01, 2003	Imp sum	100.00	0.00	0.00	44.16	0.00	1149.29	0.00	5300.00
Oct 01, 2003	Imp sum	100.00	0.00	0.00	43.58	0.00	1192.85	0.00	5400.00
Nov 01, 2003	Imp sum	100.00	0.00	0.00	45.86	0.00	1238.72	0.00	5500.00
Dec 01, 2003	Imp sum	100.00	0.00	0.00	45.20	0.00	1283.92	0.00	5600.00
Jan 01, 2004	Imp sum	100.00	0.00	0.00	47.56	0.00	1331.48	0.00	5700.00
Feb 01, 2004	Imp sum	100.00	0.00	0.00	48.41	0.00	1379.89	0.00	5800.00
Mar 01, 2004	Imp sum	100.00	0.00	0.00	46.08	0.00	1425.97	0.00	5900.00
Apr 01, 2004	Imp sum	100.00	0.00	0.00	50.11	0.00	1476.08	0.00	6000.00
Oct 29, 2007	appl	0.00	0.00	0.00	2146.85	0.00	3622.93	0.00	6000.00
Oct 29, 2007	totals	6000.00	0.00	0.00	3622.93	0.00	3622.93	0.00	6000.00

**EXHIBIT 2**

CONFIDENTIAL

LAPD001385

1 JULIE A. BROWN  
2 BROWN & ASSOCIATES  
3 Plaza 2020  
4 2020 Camino Del Rio North, Suite 205  
5 San Diego, California 92108  
6 Telephone: (619) 542-1300

7 Attorney In Proper Person,  
8 JULIE A. BROWN

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

11 ) CASE NO:  
12 )  
13 ) DEPT NO.  
14 )  
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10 JULIE A. BROWN,  
11 Plaintiff  
12 vs.  
13 CONRAD R. MURRAY,  
14 Defendant

15  
16 AFFIDAVIT OF JUDGMENT CREDITOR

17 STATE OF NEVADA )  
18 )ss:  
19 COUNTY OF CLARK )

20 JULIE A. BROWN, being first duly sworn upon oath, deposes  
21 and says as follows:

- 22 1. The name and last known post office address of the  
23 judgment debtor is:  
24 Name: CONRAD R. MURRAY  
25 Address: 2426 Grassy Spring  
26 Las Vegas, NV 89135-1543

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2. The name and last known post office address of the judgment creditor is:

Name: JULIE A. BROWN

Address: 2020 Camino del Rio North, Suite 205  
San Diego, CA 92108

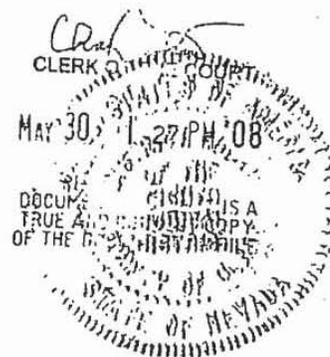
3. The foreign judgment that is attached to the Application of Foreign Judgment is valid and enforceable.

4. As of today's date October 29, 2007, \$9,622.93 (principle and interest of 10% per annum) is due and owing.

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

Dated: 10/29/07 Julie A. Brown





CONFIDENTIAL

LAPD001389

(24)

20080102-0000302

Assessor's Parcel Number: 164-02-422-011  
Return To: Irwin Union Bank  
PO Box 929  
Columbus, Indiana 47202-0929  
812-372-0111  
Prepared By: Sheryl Covert  
500 Washington Street  
Columbus IN 47201  
812-376-1863  
~~Recording Requested By:~~ Irwin Union Bank

Fee: \$37.00  
N/C Fee: \$0.00  
01/02/2008 08:52:03  
T20080000046  
Requestor:  
NEVADA TITLE COMPANY  
Debbie Conway SOL  
Clark County Recorder Pgs: 24

PO Box 929  
Columbus, Indiana 47202-0929  
812-372-0111

07-12-0526 SD

[Space Above This Line For Recording Data] \*\*\*\*\*1882

### DEED OF TRUST

#### DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated December 26th, 2007 together with all Riders to this document.
- (B) "Borrower" is Conrad Murray, a married man as his sole and separate property

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is Irwin Union Bank

Lender is a Commercial Bank organized and existing under the laws of the State of Indiana

NEVADA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3029 1/01  
VMP-6(NV) (0507)  
Page 1 of 15 Initials: SD  
VMP Mortgage Solutions, Inc.

Lender's address is PO Box 929, Columbus, Indiana 47202-0929

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is Nevada Title Company

(E) "Note" means the promissory note signed by Borrower and dated December 26th, 2007. The Note states that Borrower owes Lender One Million Six Hundred Fifty Six Thousand and no/100. Dollars

(U.S. \$1,656,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1st, 2038

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

(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 Legal Attachment

Parcel ID Number:164-02-422-011 which currently has the address of  
2426 Grassy Springs Pl [Street]  
Las Vegas [City], Nevada 89135 [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.

**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 by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an 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, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive 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. \$

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

Witnesses:

\_\_\_\_\_



(Seal)  
-Borrower

\_\_\_\_\_

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

STATE OF NEVADA  
COUNTY OF Clark

This instrument was acknowledged before me on December 26th, 2007 by  
Conrad Murray



Donna DeMarco  
Notary Public  
State of Nevada  
Appl. No 07-1705-1  
My Commission Expires February 25, 2009

Donna DeMarco

Mail Tax Statements To: Irwin Union Bank  
PO Box 929  
Columbus IN 47202

## PLANNED UNIT DEVELOPMENT RIDER

\*\*\*\*\*1882  
THIS PLANNED UNIT DEVELOPMENT RIDER is made this 26th day of  
December 2007, 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 Irwin Union Bank

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

2426 Grassy Springs Pl  
Las Vegas, NV 89135  
[Property Address]

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

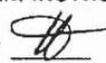
(the "Declaration"). The Property is a part of a planned unit development known as

Red Rock Country Club  
[Name of Planned Unit Development]

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

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

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

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3150 1/01  
Wolters Kluwer Financial Services Page 1 of 3 Initials:   
VMP®-7R (0411).01

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

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

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

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

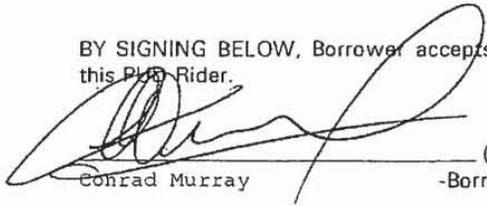
**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

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

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

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

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

  
\_\_\_\_\_  
Conrad Murray (Seal) -Borrower

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

## FIXED/ADJUSTABLE RATE RIDER

(One-Year Treasury Index - Rate Caps)

\*\*\*\*\*1882

THIS FIXED/ADJUSTABLE RATE RIDER is made this 26th day of December 2007, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to Irwin Union Bank

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

2426 Grassy Springs Pl, Las Vegas, NV 89135

[Property Address]

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

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

#### A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of 6.875%. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

#### 4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of January 2013, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

MULTISTATE FIXED/ADJUSTABLE RATE RIDER - ONE-YEAR TREASURY INDEX - Single Family - Fannie Mae Uniform Instrument Form 3182 1/01

VMP-843R (0405)

Page 1 of 4

Initials: 

VMP Mortgage Solutions, Inc.

(800)521-7291

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LAPD001408

Exhibit 5 - 1408

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

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Three and five eighths percentage points ( 3.625 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 8.875 % or less than 5.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 11.875 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

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

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

Initials:

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.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

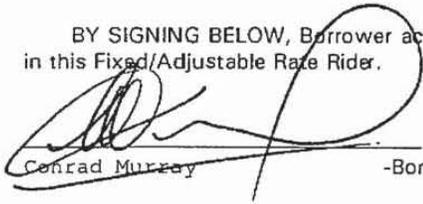
**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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

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

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

  
Conrad Murray

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

Escrow No.: 07-12-0526-SD

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**PARCEL I:**

LOT THIRTEEN (13) IN BLOCK THIRTEEN (13) OF RED ROCK COUNTRY CLUB AT SUMMERLIN-UNIT 26A, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 112, OF PLATS, PAGE 83, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

**PARCEL II:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS, USE AND ENJOYMENT AND PUBLIC UTILITY PURPOSES ON, OVER AND ACROSS THE PRIVATE STREETS AND COMMON AREAS ON THE MAP REFERENCED HEREINABOVE, WHICH EASEMENT IS APPURTENANT TO PARCEL ONE (1).

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LAPD001412

APN# 164-02-422-011

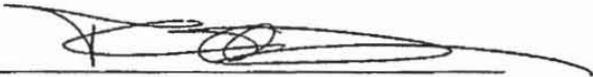
Return to:  
Nevada Title Company  
2500 N. Buffalo #150  
Las Vegas, NV 89128

DEED OF TRUST

---

TITLE OF DOCUMENT  
(This cover page must be typed or printed)

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS NO SOCIAL SECURITY NUMBER CONTAINED IN THE DOCUMENT.



---

Signature PAULETTE D. EASON

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS A SOCIAL SECURITY NUMBER CONTAINED IN THIS DOCUMENT AS REQUIRED BY LAW: \_\_\_\_\_

---

Signature

CONFIDENTIAL

LAPD001413

**Exhibit 5 - 1413**

Doc 1 of 1  
20090612-0000525



Fee: \$0.00 RPTT: \$0.00  
N/C Fee: \$0.00  
06/12/2009 08:21:52  
T20090205494  
Requestor:  
CLARK COUNTY DISTRICT ATTORN  
Debbie Conway ARO  
Clark County Recorder Pgs: 5

### E-Rec - Electronic Recording

SCAN ID **090610-0006**  
DATE   
OFFICE   
DOC TYPE   
FROM

Routing Information

Action   
Unit/Team

Case Information

DOCKET   
UPI/SUFFIX   
NCP NAME   
CST NAME

Comments (255 Characters Max)

DAVID ROGER  
 DISTRICT ATTORNEY  
 Nevada Bar No. 002781  
 FAMILY SUPPORT DIVISION  
 301 East Clark Avenue, Suite 100  
 Las Vegas, Nevada 89101  
 (702) 671-9200 - TDD (702) 385-7486 (for the hearing impaired)

ORIGINAL

FILED  
 2009 JUN -2 P 12:34  
*[Signature]*

**District Court**  
CLARK COUNTY, NEVADA

Nenita Malibiran,

Petitioner,

Case No. R138390

vs.

Department No. CHILD SUPPORT

Conrad Murray,

Respondent.

D

**MASTER'S RECOMMENDATION**

See ORDER/JUDGMENT attached     See REMAND attached; ORDER/JUDGMENT not approved

This matter having been heard on May 06, 2009 before the undersigned Hearing Master, having considered all the evidence and having been fully advised in the premises, hereby makes the following Findings and Recommendations:

**FINDINGS OF FACT and CONCLUSIONS OF LAW:**

Respondent present     Respondent's attorney present     Petitioner present     Petitioner's attorney present

Respondent's gross monthly income (gmi): \_\_\_\_\_ ; formula amount \_\_\_\_\_ % of gmi = \_\_\_\_\_

Basis for deviation from state formula: \_\_\_\_\_

**RECOMMENDATION:**     By stipulation

Respondent is to pay current support for the child(ren), CHRISTOPHER C MURRAY.

Respondent is to pay monthly: \_\_\_\_\_ Arrears period is \_\_\_\_\_ through \_\_\_\_\_.

\$1,003.00 child support  
 \_\_\_\_\_ medical support (payment in lieu of health insurance)  
 \_\_\_\_\_ spousal support  
\$100.00 arrears payment to be applied to:

No Nevada interest or penalty added as the underlying order is not a Nevada controlling order. CA controls arrears; today's figure based on a CA update dated 4/13/09.

child support arrearages of	<u>\$10,893.43</u>	plus interest of	_____	Penalties of	_____
medical support arrearages of	_____	plus interest of	_____	Penalties of	_____
spousal support arrearages of	_____	plus interest of	_____		
medical expense arrearages of	_____				
genetic test costs of	_____				
total arrearages of	<u>\$10,893.43</u>	total interest	_____		

Total penalty \_\_\_\_\_

Grand Total (arrearages + interest + penalties) = \$10,893.43

\$1,103.00 TOTAL monthly payment to be paid on or before the 30th day of the month, with the next payment due May 30, 2009 and continuing thereafter until said child(ren) reach majority, become emancipated or further order of the Court.

- The total arrears are hereby confirmed.
- The total arrears, interest and penalties are reduced to judgment. This supersedes prior Nevada judgments, if any, awarded under this case number. Interest will be assessed on all unpaid child support balances for cases with a Nevada controlling order pursuant to NRS 99.040. A 10% penalty will be assessed on each unpaid installment, or portion thereof, of an obligation to pay support for a child, pursuant to NRS 125B.095.
- Arrears of \$\_\_\_\_\_ subject to modification until \_\_\_\_\_, and arrears of \$\_\_\_\_\_ reduced to judgment.
- Arrears listed above are reduced to judgment. This supersedes prior Nevada judgments, if any, awarded under this case number.
- Judgment without prejudice to CA's controlling order.

Respondent's **INCOME SHALL BE WITHHELD** for the payment of support.

Good cause being found by the Court said withholding shall be postponed until Respondent becomes delinquent in an amount equal to 30 days support \_\_\_\_\_

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LAPD001415

All payments made by mail MUST be made in the form of a cashier's check, money order or business check ONLY, made payable to State Collection and Disbursement Unit (SCaDU) and mailed to State Collection and Disbursement Unit (SCaDU), P.O. Box 98950, Las Vegas, Nevada 89193-8950. Payments also may be made in person at State Collection and Disbursement Unit, 3120 E. Desert Inn Road, Las Vegas, Nevada, in the exact amount of cash, cashier's check, money order or business check ONLY. Additionally, the following information must be included with each payment: name (first, middle, last) of person responsible for paying child support, social security number of person responsible for paying child support, child support case number, and name of custodian (first and last name of person receiving child support). NOTICE: NO CREDIT WILL BE GIVEN FOR PAYMENTS PAID DIRECTLY TO THE PETITIONER.

- Genetic testing ordered, and parties must comply.
- Respondent is hereby  found/  confirmed to be the father of \_\_\_\_\_, born \_\_\_\_\_, \_\_\_\_\_, born \_\_\_\_\_, \_\_\_\_\_  
 by admission.  per genetic testing.  by default.  by affidavit of paternity.  by prior order.  see misc.

**THIS SECTION REGARDING CONTEMPT DOES NOT APPLY UNLESS CHECKED.**

- RESPONDENT ORDERED TO SHOW CAUSE CONCERNING CONTEMPT.  ORDER TO SHOW CAUSE CONTINUED TO NEXT COURT DATE.
- Respondent is hereby found in Contempt of Court and sentenced to \_\_\_\_\_ days in the Clark County Detention Center; this sentence shall be stayed until the next court date.
- The following sentence(s) shall be stayed/continued to the next court date unless imposed or vacated today:  
 Sentence of 25 days in the Clark County Detention Center issued 09/15/07 is \_\_\_\_\_ imposed \_\_\_\_\_ vacated \_\_\_\_\_ stayed  
 Sentence of 10 days in the Clark County Detention Center issued 4/29/09hr is \_\_\_\_\_ imposed \_\_\_\_\_ vacated \_\_\_\_\_ stayed  
 Sentence of \_\_\_\_\_ days in the Clark County Detention Center issued \_\_\_\_\_ is \_\_\_\_\_ imposed \_\_\_\_\_ vacated \_\_\_\_\_ stayed  
 Sentence of \_\_\_\_\_ days in the Clark County Detention Center issued \_\_\_\_\_ is \_\_\_\_\_ imposed \_\_\_\_\_ vacated \_\_\_\_\_ stayed
- Respondent is recommended for the day arrest program on \_\_\_\_\_.
- Respondent to be released from custody on \_\_\_\_\_.
- Respondent may be released from the above sentence immediately upon payment of \$\_\_\_\_\_ to be released to Petitioner as child support.

- Respondent to keep a daily list of \_\_\_\_\_ places per \_\_\_\_\_ day he/she looked for employment to be submitted at the next hearing.
- Respondent is referred to employment services for an appointment on \_\_\_\_\_ at \_\_\_\_\_ AM.
- Respondent to bring new financial statement and proof of income next date.
- Respondent to provide health insurance coverage for the minor child(ren) herein:  
 if available through employer.  per court order.
- Petitioner to provide health insurance coverage, excluding Medicaid, for the minor child(ren) herein:  
 if available through employer.  per court order.
- Both parties to provide health insurance coverage for the minor child(ren) herein:  
 if available through employer.  per court order.
- Ordered Party(ies) to provide proof of said insurance to the District Attorney's Office, Family Support Division within 90 days of today's date.
- NO BAIL BENCH WARRANT HEREBY ISSUED FOR THE ARREST OF RESPONDENT.  STAYED FOR \_\_\_\_\_ DAYS.
- RESPONDENT MAY BE RELEASED UPON PAYMENT OF \$\_\_\_\_\_ TO BE RELEASED TO PETITIONER AS CHILD SUPPORT.
- BENCH WARRANT PREVIOUSLY ISSUED IS HEREBY  QUASHED.  CONTINUED.
- Respondent to see District Attorney Case Manager with documentation re: \_\_\_\_\_ by \_\_\_\_\_.

**ESTABLISHMENT OF CONTROLLING ORDER:**

- This is the first order establishing a child support obligation for this noncustodial parent for the child(ren) listed in this order who reside(s) with this custodian.
- Nevada is hereby establishing a controlling order because there exist multiple, prior support orders from two or more states; yet, no individual party or child(ren) lives in any of those prior order-issuing states.

**ENFORCEMENT OF CONTROLLING ORDER:**

- The registered order from \_\_\_\_\_, dated \_\_\_\_\_,  
 #\_\_\_\_\_, is hereby confirmed and is the controlling order for the following reasons:  only order \_\_\_\_\_.

TRUSTEE SALE GUARANTEE

SCHEDULE C

Special Exceptions:

1. State, County and City Taxes for the fiscal period 2009 to 2010, a lien now due and payable in the total amount of \$11,095.63  
PARCEL NO.: 164-02-422-011 TAX DISTRICT: 420 LOCATION: Las Vegas  
1st installment of \$2,773.90 unpaid, delinquent 3rd Monday in August.  
2nd installment of \$2,773.91 unpaid, delinquent 1st Monday in October.  
3rd installment of \$2,773.91 unpaid, delinquent 1st Monday in January.  
4th installment of \$2,773.91 unpaid, delinquent 1st Monday in March.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 361.260 of the NEVADA REVISED STATUTES. (paid current)
3. The herein described property lies within the boundaries of the Clark County Sanitation District and Las Vegas Valley Water District and is subject to any and all fees that may be due said District. (paid current)
4. Any Special Assessments which may be due and payable that are not assessed through the Clark County Treasurers Office and are being billed by the entity where the parcel is located. (paid current)
5. PATENT: Mineral rights, reservations, easements and exclusions in the patent from the United States of America recorded September 15, 1955, in Book 67 as Document No. 56940, of Official Records.  
and recorded March 27, 1956, in Book 88, as Document No. 73769, Official Records.  
and recorded September 30, 1988, in Book 880930, as Document No. 00307, Official Records.
6. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Development Agreement between the County of Clark and Howard Hughes Properties, Limited Partnership", recorded September 4, 1996 in Book 960904 as Document No. 01725 of Official Records.  
Re-recorded September 10, 1996, in Book 960910, as Document No. 01379, Official Records.  
Terms, Covenants, Conditions and Provisions in that certain instrument entitled "First Amendment to Development Agreement", recorded February 20, 1998 in Book 980220 as Document No. 00976 of Official Records.  
Terms, Covenants, Conditions and Provisions in that certain instrument entitled "A Letter Regarding Supplemental to Exhibit 'B' Agreement", recorded June 9, 1999 in Book 990609 as Document No. 00520 of Official Records.

Guarantee No: G-4205-35051



CONFIDENTIAL

LAPD001417

**TRUSTEE SALE GUARANTEE**

7. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : COUNTY OF CLARK  
For : PERPETUAL AVIGATION  
Recorded : October 14, 1996  
Book No. : 961014  
Document No. : 01501, of Official Records.

8. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Covenants Running with the Land", recorded May 22, 1997 in Book 970522 as Document No. 01587 of Official Records.

9. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Resolution of Intent to Reclassify Real Property", recorded June 4, 1997 in Book 970604 as Document No. 01807 of Official Records.

Re-recorded January 8, 1998, in Book 980108, as Document No. 00740, Official Records.

10. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Water Covenant and Conditions Running with the Land", recorded August 27, 1997 in Book 970827 as Document No. 01420 of Official Records.

11. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Covenants Running with the Land", recorded September 4, 1997 in Book 970904 as Document No. 01746 of Official Records.

12. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Water Covenant and Conditions Running with the Land", recorded September 12, 1997 in Book 970912 as Document No. 01476 of Official Records.

13. EASEMENT: An easement together with rights incidental thereto, as reserved in the Deed, recorded September 29, 1997 in Book 970929 as Document No. 00787 of Official Records.

14. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded September 29, 1997, in Book 970929, as Document No. 00789, of Official Records.

Re-recorded October 8, 1997, in Book 971008, as Document No. 00484, Official Records.

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

RIGHT TO LEVY ASSESSMENTS: The right to levy certain charges or assessment against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions is conferred upon **Summerlin South Community Association**.

Guarantee No: G-4205-35051



**TRUSTEE SALE GUARANTEE**

15. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded September 29, 1997, in Book 970929, as Document No. 00790, of Official Records.

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

16. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Restrictive Covenants Running with the Land", recorded October 27, 1997 in Book 971027 as Document No. 01054 of Official Records.

17. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : COUNTY OF CLARK  
For : PERPETUAL AVIGATION  
Recorded : February 4, 1998  
Book No. : 980204  
Document No. : 00436, of Official Records.

18. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : COUNTY OF CLARK  
For : PERPETUAL AVIGATION  
Recorded : May 13, 1998  
Book No. : 980513  
Document No. : 01096, of Official Records.

19. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : Red Rock Country Club Community Association  
For : Ingress/egress and public utility purposes  
Recorded : June 17, 1998  
Book No. : 980617  
Document No. : 00672, of Official Records.

20. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Traffic Control Improvements Cost Participation Agreement", recorded August 3, 1998 in Book 980803 as Document No. 00973 of Official Records.

21. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Clark County Department of Public Works Off-Site Improvements Agreement", recorded September 30, 1998 in Book 980930 as Document No. 02609 of Official Records.

Guarantee No: G-4205-35051



**TRUSTEE SALE GUARANTEE**

22. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded February 9, 1999, in Book 990209, as Document No. 01023, of Official Records.

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

RIGHT TO LEVY ASSESSMENTS: The right to levy certain charges or assessment against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions is conferred upon **Red Rock Country Club Homeowners Association**.

Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Notice of Right to Annex Certain Real Property (Red Rock Country Club)", recorded June 20, 2002 in Book 20020620 as Document No. 02012 of Official Records.

Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Assignment of Certain Special Declarants Rights for a Portion of Red Rock Country Club", recorded June 20, 2002 in Book 20020620 as Document No. 02016 of Official Records.

The provisions of said covenants, conditions and restrictions were extended to annex the herein described land by an instrument

Recorded : November 5, 2004 in Book 20041105  
Document No. : 04652, of Official Records.

23. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded March 19, 1999 in Book 990319 as Document No. 01052 of Official Records.

24. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : Red Rock Country Club Community Association  
For : Temporary access and public utilities  
Recorded : April 5, 2000  
Book No. : 20000405  
Document No. : 00922, of Official Records.

25. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : Red Rock Country Club Community Association  
For : Ingress, egress and public utilities  
Recorded : September 5, 2000  
Book No. : 20000905  
Document No. : 00988, of Official Records.

Guarantee No: G-4205-35051



CONFIDENTIAL — — — — —

LAPD001420

**TRUSTEE SALE GUARANTEE**

26. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of : Clark County Fire Department  
For : Emergency ingress/egress  
Recorded : February 21, 2001  
Book No. : 20010221  
Document No. : 00689, of Official Records.

27. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded April 27, 2001 in Book 20010427 as Document No. 03657 of Official Records.

28. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded April 27, 2001 in Book 20010427 as Document No. 03660 of Official Records.

29. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded May 7, 2001 in Book 20010507 as Document No. 02118 of Official Records.

30. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded May 7, 2001 in Book 20010507 as Document No. 02119 of Official Records.

31. Terms, Covenants, Conditions and Provisions in that certain instrument entitled "Off-Site Improvements Agreement", recorded May 7, 2001 in Book 20010507 as Document No. 02120 of Official Records.

32. EASEMENTS AND DEDICATIONS as indicated or delineated on the plat of said subdivision on file in Book 100 of Plats, Page 53, Official Records. (See map for full particulars.)

33. DECLARATION OF RESTRICTIONS: Covenants, Conditions and Restrictions (but deleting restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin) unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons as contained in a Declaration of Restrictions recorded June 20, 2002, in Book 20020620, as Document No. 02014, of Official Records.

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

RIGHT TO LEVY ASSESSMENTS: The right to levy certain charges or assessment against said land which shall become a lien if not paid as set forth in the above Declaration of Restrictions is conferred upon **Red Rock Country Club Association**.

34. EASEMENTS AND DEDICATIONS as indicated or delineated on the plat of said subdivision on file in Book 112 of Plats, Page 83, Official Records. (See map for full particulars.)

35. EASEMENTS AND DEDICATIONS as indicated or delineated on the plat of said subdivision on file in Book 122 of Plats, Page 76, Official Records. (See map for full particulars.)

Guarantee No: G-4205-35051



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**TRUSTEE SALE GUARANTEE**

36. THE EFFECT OF A LIEN: A claim of lien  
By : DEPARTMENT OF CHILD SUPPORT SERVICES, COUNTY OF SANTA CLARA  
Amount Claimed : \$803.00  
Recorded : February 20, 2002  
Book No. : 20020220  
Document No. : 2578, of Official Records.

37. THE EFFECT OF A LIEN: A claim of lien  
By : DEPARTMENT OF CHILD SUPPORT SERVICES, COUNTY OF SANTA CLARA  
Amount Claimed : \$3,094.01  
Recorded : February 24, 2006  
Book No. : 20060224  
Document No. : 5313, of Official Records.

38. DEED OF TRUST: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.  
Dated : December 26, 2007  
Amount : \$1,656,000.00  
Trustor : CONRAD MURRAY, a married man as his sole and separate property  
Trustee : NEVADA TITLE COMPANY  
Beneficiary : IRWIN UNION BANK  
Recorded : January 2, 2008  
Book : 20080102  
Document No. : 302, of Official Records.

SUBSTITUTION OF TRUSTEE: An instrument substitutes the Trustee of said Deed of Trust  
New Trustee : STEWART TITLE OF NEVADA HOLDINGS, INC  
Recorded : July 23, 2009  
Book No. : 20090723  
Document No. : 640, of Official Records

NOTICE OF DEFAULT under the terms of above Deed of Trust as follows:  
Recorded : July 23, 2009  
Book : 20090723  
Document No. : 641, of Official Records.

39. JUDGMENT: A Judgment for an amount herein stated, and any other amounts due, recorded May 30, 2008 in Book 20080530 as Document No. 3715 of Official Records.  
Plaintiff : JULIE A. BROWN for Nenita Malibiran  
Defendant : CONRAD R. MURRAY  
Court : District  
County : CLARK  
Case No. : D-07-384990-F  
Amount : \$9,622.93, PLUS INTEREST AND COSTS

Guarantee No: G-4205-35051



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**TRUSTEE SALE GUARANTEE**

40. JUDGMENT: A Judgment for an amount herein stated, and any other amounts due, recorded October 7, 2008 in Book 20081007 as Document No. 4447 of Official Records.

Plaintiff : CAPITAL ONE BANK (U.S.A.) N.A.  
Defendant : CONRAD R. MURRAY  
Court : Justice Court  
County : CLARK  
Case No. : 08C-018243  
Amount : \$960.32, PLUS INTEREST AND COSTS

41. JUDGMENT: A Judgment for an amount herein stated, and any other amounts due, recorded December 5, 2008 in Book 20081205 as Document No. 2647 of Official Records.

Plaintiff : JULIE A. BROWN  
Defendant : CONRAD R. MURRAY  
Court : DISTRICT  
County : CLARK  
Case No. : D-07-3849990-F  
Amount : \$2,000.00, PLUS INTEREST AND COSTS

42. JUDGMENT: A Judgment for an amount herein stated, and any other amounts due, recorded June 12, 2009 in Book 20090612 as Document No. 525 of Official Records.

Plaintiff : NENITA MALIBIRAN  
Defendant : CONRAD MURRAY  
Court : District  
County : CLARK  
Case No. : R138390  
Amount : \$10,893.43, PLUS INTEREST AND COSTS

43. ANY BANKRUPTCY PROCEEDING that is not disclosed by the acts that would afford notice as to said land, pursuant to Title II U.S.C. 549 © of the Bankruptcy Reform Act of 1978.

44. Any general or special assessments that may become due the Summerlin South Community Association and Red Rock Country Club Homeowners Association as set forth in the Covenants, Conditions and Restrictions as Item Nos. 14, 22 and 33, herein which may be allowed and/or created after a Trustee's Sale pursuant to N.R.S. 116.3116

**End of Special Exceptions**

Guarantee No: G-4205-35051



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LAPD001423

**TRUSTEE SALE GUARANTEE**

**INFORMATION FOR TRUSTEE**

1. Trustee must observe the requirements of Section 107.080 of the Nevada Revised Statutes as to the notices to be sent to the Trustors, or to their successors in interest. Names and addresses of the Trustors or their successors in interest are:

CONRAD MURRAY  
2426 GRASSY SPRING PLACE  
LAS VEGAS, NEVADA 89135

2. The names and addresses of persons who have recorded requests, as provided by Section 107.090 of the Nevada Revised Statutes, for a copy of notice of default and for a copy of notice of sale as shown herein:

NONE

3. The names and addresses disclosed by the records examined, other than those to whom notice is required by Section 107.090 of the Nevada Revised Statutes to be directed, who might be interested in receiving a copy of notice of sale are:

NENITA C. MALIBIRAN  
C/O JULIE A. BROWN, ESQ  
2020 CAMINO DEL RIO N. #205  
SAN DIEGO, CAL 92108

CAPITAL ONE BANK, (U.S.A.) N.A.  
C/O PATENAUDE & FELIX  
1771 EAST FLAMINGO ROAD #112A  
LAS VEGAS, NEVADA 89119

NENITA C. MALIBIRAN  
C/O CLARK COUNTY DISTRICT ATTORNEY  
301 EAST CLARK AVENUE #100  
LAS VEGAS, NEVADA 89101

JOHN VARTANIAN  
DEPARTMENT OF CHILD SUPPORT SERVICES  
2851 JUNCTION AVENUE  
SAN JOSE, CALIFORNIA 95134

4. Judicial Township in which said land is located: Summerlin
5. Judicial District in which said land is located: Eighth Judicial District
6. Legal Publication may be made in:

Guarantee No: G-4205-35051



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**TRUSTEE SALE GUARANTEE**

THE LAS VEGAS SUN, published daily, THE LAS VEGAS REVIEW JOURNAL, published daily,  
and NEVADA LEGAL NEWS, published five days per week.

Guarantee No: G-4205-35051



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