

FILED

DEC 29 2014

BEFORE THE REAL ESTATE COMMISSION
STATE OF NEVADA

REAL ESTATE COMMISSION
BY *Blair*

JOSEPH R. DECKER, Administrator, REAL
ESTATE DIVISION, DEPARTMENT OF
BUSINESS & INDUSTRY, STATE OF NEVADA,

Case No.: 2014-3324

Petitioner,

vs.

JASON LOCOCO,

Respondent.

JOSEPH R. DECKER, Administrator, REAL
ESTATE DIVISION, DEPARTMENT OF
BUSINESS & INDUSTRY, STATE OF NEVADA,

Case No.: REN 14-05-02-42

Petitioner,

vs.

STEVEN P. O'BRIEN,

Respondent.

JOINT MOTION TO DISMISS

COMES NOW, Respondents JASON LOCOCO and STEVEN P. O'BRIEN, by and through their attorney, James M. Walsh, Esq., Walsh, Baker & Rosevear, and hereby moves the Real Estate Commission of the State of Nevada to dismiss the Complaints in the above entitled matters. The basis of Respondent's Motion is the failure of the Complaints to state facts upon which a violation can be found and the vague and arbitrary nature of the statutes sought to be enforced and the violations alleged.

The only Complaint at issue before the Commission for purposes of this Motion are the alleged violations of Jason Lococo (hereinafter "Lococo") and Steven P. O'Brien (hereinafter "O'Brien") with regard to 11 Woodstock Circle, Carson City, Nevada. Respondent has previously filed an Application for More Definite Statement with regard to this transaction and which as of the date of this Motion has not been responded to.

1 The Complaint merely alleges that Lococo acted as Agent for the Brummers, the Brummers
2 accepted an offer from Northern Nevada Capital, LLC (hereinafter "NNC") for sale of the property in
3 the amount of \$300,000, and that NNC resold the property approximately four months later for a profit
4 of \$55,500. On these limited facts and allegations, the Real Estate Division (hereinafter "Division")
5 alleges that Lococo and O'Brien violated the provisions of NRS 645.633(1)(h) Gross Negligence, NAC
6 645.605(6), and NRS 645.252(2) Duty of Fidelity and Reasonable Care to Brummer. Additionally,
7 they allege that Respondents violated the same duties to Brummers mortgage lender. It is not alleged
8 that any of the agent's actions violated the provisions of NRS 645.252(1)(d).

9 It is the Division's position that they "believe" that the transaction as alleged may be suspect.
10 They speculate that by additional marketing the lender may have received additional funds and they
11 wish to present the matter to the Commission for their opinion. As will be shown, Lococo and O'Brien
12 have violated no statutes or duties owed to the lender or to the seller the Brummers. This
13 Commission's authority is limited to those powers specifically set forth by statute, the Commission has
14 no general or common law powers but only those that have been conferred expressly to it. *Andrews v.*
15 *Nevada State Board of Cosmetology*, 86 Nev. 207, 467 P.2d 96 (2007). No place in the statutory grant
16 of authority is Commission given the power to use the formal Complaint procedure for contested
17 matters to render advisory opinions or to broaden statutory authorities, such as the Division seeks here.

18 STATEMENT OF FACTS

19 The Division has previously investigated this specific transaction involving 11 Woodstock
20 Circle. This was NRED vs. O'Brien, Case No. REN 14-10-03-07. On January 28, 2014, the Division
21 notified Mr. O'Brien that it had completed its investigation in that matter and there was insufficient
22 evidence to prove any violation of the Nevada Revised Statutes or the Nevada Administrative Code
23 Chapter 645. A copy of the Division's January 28, 2014 letter is attached hereto as **Exhibit 1**. There
24 are no new facts or investigatory activities which have changed this result. The only changed
25 circumstance is the article in the Reno Gazette Journal of April 20, 2014, which attacks short sale
26 transactions of specific agents in the Northern Nevada area. Of interest, is the article specifically
27 recognizes that the actions are not illegal. It is not until after the appearance of this article that those
28 individuals mentioned in the article are investigated by the Division. Subsequently, the Division issued

1 the Complaint at issue herein and those in common cases. Curiously, the newspaper did a follow up
2 article December 21, 2014 where it unabashedly takes full credit for goading the Division into
3 investigating these matters. Trial by press rather than based upon the facts of law before the
4 Commission.

5 Looking at the specific factual allegations of the Complaint it is clear there was no substantive
6 investigation of this transaction. In the Woodstock transaction, the Division alleges a violation of the
7 duty of care to the seller and lender as a result of the resale profit of \$55,500. Had the Division
8 conducted any investigation by simply interviewing the seller the Brummers, it would have been
9 quickly apparent that any allegations of gross negligence cannot stand. Ms. Brummer is a licensed Real
10 Estate Agent whose property had been subject to a prior approved short sale initiated by the Brummers
11 with another broker. The initial short sale was not accepted by the lender who dictated a higher price.
12 That short sale transaction did not close due to the inability of the buyer to perform. Ms. Brummer,
13 who was in danger of losing her property at a foreclosure sale, brought the transaction to Mr. O'Brien's
14 and Mr. Lococo and requested that they find a buyer for her on the terms set in conformance with the
15 original short sale, which they did. Foreclosure of the Brummer property was scheduled for June 6,
16 2013 for failure to pay a principal obligation of \$426,067. See **Exhibit 2**, Notice of Default and
17 Election to Sell Under Deed of Trust and **Exhibit 3**, Notice of Trustee's Sale.

18 A short sale requires that the seller (the Brummers) receive nothing from the short sale proceeds
19 and that it is the lender who in fact makes its own independent determination as to value and the
20 amount of proceeds it will accept for the release of its lien. The lender is not a party to the real estate
21 transaction, but is a third party lien holder who in effect drives the structure of the transaction by
22 informing the parties of the amount it requires to release its lien and allow the closing of escrow. See
23 Short Sale Approval Letters attached hereto as **Exhibit 4**. Ms. Brummer will testify to these facts and
24 apparently has never been interviewed by the Division.

25 The sale price was set by the bank after their review and appraisal and notification to the seller,
26 Brummer. On these facts, it is alleged that O'Brien and Lococo somehow unfairly dealt with the
27 Brummers. This will not be the Brummers testimony and is no way supported by the facts, nor can this
28 possibly meet any known definition of gross negligence. Gross negligence is defined in Nevada as

1 being substantially and appreciably higher in magnitude and more culpable than ordinary negligence.
2 It is the equivalent of the failure to exercise even a slight degree of care and requires a finding of
3 reckless disregard of the consequences affecting the life or property of another. See generally, *Hart v.*
4 *Kline*, 61 Nev. 96, 116 P.2d, 672 (1941).

5 In these transactions, there is also nothing inherently wrong with the dual agency relationship.
6 It is specifically authorized by statute and the Lococo/O'Brien representations complied with the
7 statutory requirements. NRS 645.252(1)(d). In fact, as probably happened here, removing the taint of
8 a distressed property (i.e., foreclosure and short sale) from this piece of property automatically causes
9 an increase in its value.

10 In addition, again any reasonable investigation and the testimony will reveal that this was not
11 just a simple flip but the investor NNC expended substantial sums rehabilitating the property, as well as
12 incurring costs associated with the use of its funds in purchase and rehabilitation of the property.
13 NNC's return made on the resale was significantly less than the \$55,500 alleged.

14 In this case, from these facts, it is clear that no violation of any duty to the Brummers occurred.
15 Beyond that, there is no duty owed by the agent to the lender. As mentioned, the lender is not a party
16 to the transaction but merely a lien holder who sets the terms under which its lien will be satisfied.

17 It has been held that no fiduciary duty exists between a lender and a borrower. This is, in fact,
18 an arm's length and in this case, actually an adversary proceeding. The lender was seeking to foreclose
19 on the Brummer home. See, *Yerington Ford, Inc. vs. General Motors Acceptance Corp.*, 359 F.Supp
20 2d 1075 (D. Nev. 2004). The contractual and agency and fiduciary relationship exists by and between
21 Lococo, O'Brien and their clients the sellers and/or buyers. It is impossible to torture this relationship
22 to imply that a duty of care and specifically a fiduciary duty extend to the adversary of Lococo and
23 O'Brien's client. O'Brien/Lococo were specifically engaged to complete a transaction adverse to that
24 lender. To impose the tortured result, the Division seeks by claiming that the lender is a party to the
25 real estate transaction for purposes of a duty owed pursuant to NRS 645.252(2) would be to statutorily
26 create a conflict between agents and lenders. No rational reading of that statute would create that
27 result.

1 Further, rather than being a party to the real estate transaction in this matter, that being the sale
2 by and between the seller Brummer and the purchaser NNC, the short sale transaction created a
3 separate and distinct contractual arrangement between Brummer and the bank which is separately
4 enforceable by those parties in a separate action. Therefore, the bank had entered into a separate
5 contractual relationship, separate and distinct from the sale transaction, between Brummer and NNC,
6 where it agreed to accept, after its own investigation and appraisal, a specified sum for the release of its
7 lien. See, *Jones vs. Sun Trust Mortgage*, 128 Nev. Adv. Op. 18 (2012).

8 **For the Commission to impose such a result under the facts of this case would clearly be**
9 **an arbitrary and capricious result subject to attack.**

10 Arbitrary and capricious being specifically defined as an exercise of discretion founded on
11 prejudice or preference rather than reason or contrary to the evidence or established rules of law. *State*
12 *of Nevada vs. Eighth Judicial District Court*, 127 Nev. Adv. Op. 84 (2011).

13 **O'Brien/Lococo did not breach any duty owed to the third party mortgage lender because**
14 **they are not in a fiduciary relationship with the mortgage lender.**

15 Nevada Revised Statutes 645.252(2) states that “a licensee who acts as an agent in a real estate
16 transaction... [s]hall exercise reasonable skill and care with respect to all parties to the real estate
17 transaction.” Nev. Rev. Stat. Ann. § 645.252. Similarly, California law draws a sharp distinction
18 between fiduciary duties owed by an agent to a principal and the non-fiduciary duties owed to third
19 persons. “In the specific context of disclosure, the fiduciary obligations of an agent to the principal to
20 ascertain and disclose the facts that are material to the interest of the principal *are different than those*
21 *of the broker to a third party* that is not the principal; the common law duty of honesty and fairness to
22 third parties does not create an affirmative duty to investigate or disclose.” See, *Miller & Starr*
23 *California Real Estate 3D*, Section 3:55 (*emphasis added*). The court so held in *Saffie v. Schmeling*,
24 stating that “while the real estate brokers owe their clients fiduciary duties, they owe third parties who
25 are not their clients, including the adverse party in a real estate transaction, *only those duties imposed*
26 *by regulatory statutes.*” *Saffie v. Schmeling*, 224 Cal. App. 4th 563, 568, 168 Cal. Rptr. 3d 766, 769
27 (2014)(*emphasis added*). A mortgage lender, i.e. a bank or financial lending institution, is, at best, a
28

1 third party to a real estate transaction. A mortgage lender has no fiduciary or contractual relationship
2 with the real estate agent.

3 Mr. O'Brien owed the mortgage lender only those duties imposed by statute – honesty and
4 fairness but nothing else - because he was not in a fiduciary relationship with the mortgage lender.
5 Based upon the facts alleged in the complaint, Mr. O'Brien did not breach either of these duties in his
6 dealings with the mortgage lender.

7 **The complaint lacks the required precision, guidance and articulable standard of care to**
8 **assert any violations of a duty against O'Brien/Lococo.**

9 NRS 645.633(1)(h) is a statute that may subject those sanctioned under it with civil penalties
10 and potential loss of their license. Usually, this doctrine is applied in cases involving criminal liability,
11 but the void-for-vagueness doctrine has also been applied to cases solely implicating civil liability. *See*
12 *Gentile v. State Bar of Nevada*, 501 U.S. 1030, 1048-53 (1991)(holding that rules subjecting attorney to
13 discipline for speech were unconstitutionally vague). *FCC v. Fox Television Stations, Inc.* expanded
14 the scope of the void-for-vagueness doctrine, making it applicable to cases where the fair notice
15 element is involved:

16 “even when speech is not at issue, the void for vagueness doctrine addresses at
17 least two connected but discrete due process concerns: first, that regulated parties
18 should know what is required of them so they may act accordingly; second,
19 precision and guidance are necessary so that those enforcing the law do not act in
an arbitrary or discriminatory way.”

20 *F.C.C. v. Fox Television Stations, Inc.*, 132 S. Ct. 2307, 2317, 183 L. Ed. 2d 234 (2012). The
21 complaint filed by Mr. Decker satisfies neither of these requirements. The complaint fails to allege a
22 standard of care, nor does it allege a duty owed to the Brummers by O'Brien/Lococo based on an
23 articulated standard of care. NRS 645.633(1)(h)¹ specifies a heightened standard of “gross negligence,”
24 but does not define it. The Supreme Court of Nevada has defined and adopted the following definition
25 of “gross negligence:”

26 _____
27 ¹ NRS 645.633(1)(h) states that “the Commission may take action pursuant to NRS 645.630 against any person subject to
28 this section who is guilty of any of the following acts: gross negligence or incompetence in performing any act for which the
person is required to hold a license pursuant to this chapter, chapter 119, 119A or 119B of NRS.” Nev. Rev. Stat. Ann. §
645.633(1)(h).

1 "Gross negligence is substantially and appreciably higher in magnitude and more
2 culpable than ordinary negligence. Gross negligence is equivalent to the failure to
3 exercise even a slight degree of care. It is materially more want of care than
4 constitutes simple inadvertence. It is an act or omission respecting legal duty of an
5 aggravated character as distinguished from a mere failure to exercise ordinary
6 care. It is very great negligence, or the absence of slight diligence, or the want of
7 even scant care. It amounts to indifference to present legal duty, and to utter
8 forgetfulness of legal obligations so far as other persons may be affected. It is a
9 heedless and palpable violation of legal duty respecting the rights of others. The
10 element of culpability which characterizes all negligence is, in gross negligence,
11 magnified to a higher degree as compared with that present in ordinary
12 negligence. Gross negligence is manifestly a smaller amount of watchfulness and
13 circumspection than the circumstances require of a prudent man. But it falls short
14 of being such reckless disregard of probable consequences as is equivalent to a
15 willful and intentional wrong. Ordinary and gross negligence differ in degree of
16 inattention, while both differ in kind from willful and intentional conduct which is
17 or ought to be known to have a tendency to injure."

18 *Racine v. PHW Las Vegas, LLC*, No. 2:10-CV-01651-LDG, 2014 WL 4354111, at 15 (D. Nev. Sept. 2,
19 2014)(quoting *Hart v. Kline*, 61 Nev. 96, 116 P.2d 672, 674 (1941)). "Not dealing fairly" with the
20 Brummers, the only conduct alleged in the complaint to violate a duty, falls far short of the heightened
21 gross negligence standard articulated above. Further, because the Division fails to allege any specific
22 acts or omissions, let alone any specific misconduct committed by O'Brien/Lococo, the complaint lacks
23 the requisite precision and guidance necessary to overcome a void-for-vagueness challenge. The Court
24 took care to emphasize "a fundamental principle of our legal system is that laws which regulate persons
25 or entities must give fair notice of conduct that is forbidden or required... [t]his requirement of clarity
26 in regulation is essential to the protections provided by the Due Process Clause of the Fifth
27 Amendment." *F.C.C. v. Fox Television Stations, Inc.*, 132 S. Ct. 2307, 2317, 183 L. Ed. 2d 234
28 (2012)(quoting *United States v. Williams*, 553 U.S. 285, 304, 128 S.Ct. 1830, 170 L.Ed.2d 650 (2008)).
The failure to articulate any concrete and unambiguous violations of the statute or misconduct renders
the complaint void-for-vagueness.

CONCLUSION

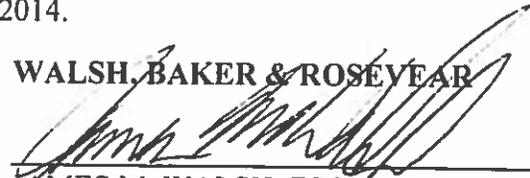
Based upon the foregoing, it is respectfully requested that the Complaint as to Mr. Lococo and
Mr. O'Brien be dismissed with prejudice.

Affirmation Pursuant to NRS 239B.030

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

DATED this 23rd day of December, 2014.

WALSH, BAKER & ROSEYEAR



JAMES M. WALSH, ESQ
Nevada State Bar No. 796
9468 Double R Boulevard, Suite A
Reno, Nevada 89521
(775) 853-0883
Attorneys for Respondents
Jason Lococo and Steven P. O'Brien

1 CERTIFICATE OF SERVICE

2 I, the undersigned, declare under penalty of perjury, that I am an employee of WALSH, BAKER,
3 ROSEVEAR & LOOMIS, PC that I am over the age of eighteen (18) years, and that I am not a party to,
4 nor interested in, this action. On this date, I caused to be served a true and correct copy of the foregoing
document on all parties to this action by:

5 ✓
6 Placing an original or true copy thereof in a sealed envelope placed for collection and
7 mailing in the United States Mail, at Reno, Nevada postage paid, following the ordinary
course of business practices;

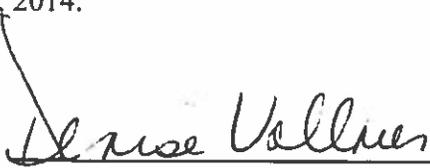
8 addressed as follows:

9 Keith E. Kizer
10 Deputy Attorney General
11 555 East Washington Avenue, Suite 3900
12 Las Vegas, Nevada 89101
13 Attorneys for Real Estate Division

14 Joseph R. Decker, Administrator
15 Department of Business and Industry
16 Real Estate Division
17 2501 East Sahara Avenue
18 Las Vegas, Nevada 89104-4137

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

20 Executed this 23rd day of December, 2014.

21 
22 _____
23 Denise Vollmer, an employee of
24 Walsh, Baker, Rosevear & Loomis, PC
25
26
27
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INDEX OF EXHIBITS

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EXHIBIT 1

EXHIBIT 1

BRIAN SANDOVAL
Governor

STATE OF NEVADA



BRUCE H. BRESLOW
Director

GAIL J. ANDERSON
Administrator

DEPARTMENT OF BUSINESS AND INDUSTRY
REAL ESTATE DIVISION
www.red.state.nv.us

January 28, 2014

Steven P O'Brien
Harcourts NV1
6770 S McCarran Blvd
Reno, NV 89509

Re: NRED vs. O'Brien
REN 14-10-03-007

Dear Mr. O'Brien:

The Division has completed its investigation of the above referenced matter.

After thorough investigation, there was insufficient evidence to prove you violated NRS or NAC Chapter 645. The above file listed has been closed.

The decision to close this matter is made without prejudice. The Division reserves the right to reopen its investigation should such action be warranted.

Should you have any questions, please feel free to contact me at (775) 687-4280 extension 304.

Sincerely,

Jan R Holle
Chief, Compliance/Audit

A handwritten signature in black ink, appearing to read "K Steele".

Kip R. Steele
Compliance/Audit Investigator

EXHIBIT 2

EXHIBIT 2

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

RECORDED AT THE REQUEST OF
LSI TITLE AGENCY INC.
08/09/2012 03:42PM
FILE NO.425022
ALAN GLOVER
CARSON CITY RECORDER
FEE \$219.00 DEP LRD

NDSC File No. : 11-42105-WF-NV
Title Order No. : 110564709-NV-GTO

APN: 007-293-26

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 12/30/2005, executed by STEVEN E. BRUMMER AND PAULA R. BRUMMER, HUSBAND AND WIFE, AS JOINT TENANTS, as Trustor, to secure certain obligations in favor of WELLS FARGO BANK, N.A. as beneficiary recorded 01/05/2006 as Instrument No. 348083 (or Book, Page) of the Official Records of CARSON CITY County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$426,067.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :

The installments of principal and interest which became due on 08/01/2011 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

425022

Page 2

Notice of Default and Election to Sell Under Deed of Trust
NDSC File No. : 11-42105-WF-NV

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Loss Mitigation Contact: Steve Murphy / 803-396-4115

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at:
<http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 11 WOODSTOCK CIRCLE , CARSON CITY NV 89703

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

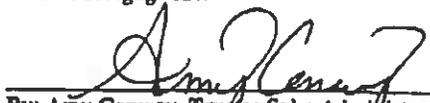
425022

Page 3
Notice of Default and Election to Sell Under Deed of Trust
NDSC File No. : 11-42105-WF-NV

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust and all documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

Dated : August 6, 2012

National Default Servicing Corporation, As Trustee for Wells Fargo Bank, N.A. fka Wells Fargo Home Mortgage Inc.

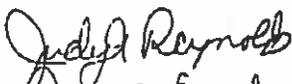

By: Amy Conway, Trustee Sales Administrator

State of: Arizona
County of: Maricopa

On August 6, 2012, before me, the undersigned, a Notary Public for said State, personally appeared Amy Conway personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,




Signature Judy A. Reynolds

This is an attempt to collect a debt and any information obtained will be used for that purpose.

425022

T.S. No: 11-42105-WF-NV
APN: 007-293-26

**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL
(NRS § 107.080)**

I, Una M Elmore, am the Vice President Loan Documentation of Wells Fargo Bank, NA as servicing agent to Bank of America, National Association (hereinafter "Wells Fargo"), the current beneficiary of the subject Deed of Trust ("Current Beneficiary") or the authorized representative of the Current Beneficiary. The borrower(s) identified in subject Deed of Trust is/are, PAULA R BRUMMER and STEVEN E BRUMMER. The subject Deed of Trust encumbers the real property located at 11 WOODSTOCK CIRCLE, CARSON CITY, NV 89703. This Affidavit is provided in support of the Notice of Default and Election to Sell.

The following facts are, except where otherwise indicated, true of my own personal knowledge based upon my personal review of business records of Wells Fargo which have been represented to me to be true by persons employed by Wells Fargo who have a business duty to Wells Fargo to accurately and completely make, take and maintain those records in the regular and ordinary course of their business duties. Where the following facts are not based on my personal knowledge, they are based on my personal review of documents which are of public record in the State of Nevada

1(a). The full name and business address of the current trustee of record for the deed of trust at issue is National Default Servicing Corporation, An Arizona Corporation, which is located at 7720 N. 16th Street, Suite 300, Phoenix, Arizona 85020.

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust at issue is Bank of America, National Association, C/O Wells Fargo Bank, NA, which is located at 3476 Stateview Blvd Ft. Mill, SC 29715.

1(c). The full name and business address of the Current Beneficiary for the obligation or debt secured by the Deed of Trust at issue is Bank of America, National Association, C/O Wells Fargo Bank, NA which is located at 3476 Stateview Blvd Ft. Mill, SC 29715.

1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust at issue is Wells Fargo Bank, NA which is located at 3476 Stateview Blvd Ft. Mill, SC 29715.

2. I further affirm that to the best of my knowledge, and from my review of the documents of public record, the full name and business address of each prior beneficiary of the Deed of Trust of which I am aware at issue is:

Name: Wells Fargo Bank, NA

Last known address: P.O. Box 5137, Des Moines, IA 50306-5137

Instrument: Deed of Trust recorded 01/05/2006 as Instrument number 348083.

Name: Bank of America, National Association

Last known address: 6303 Owensmouth Ave-WH-50D, Woodland Hills CA 91367

Instrument: Assignment of Deed of Trust recorded on 10/11/2011 as Instrument Number 416276.

The other known prior beneficiaries (whether of record or not), if any, along with the date and manner of their acquisition of a beneficial interest in the Deed of Trust and their last known address, if any, are, to the best of my knowledge, set forth in Exhibit "A" hereto, which is incorporated herein by this reference. [Recorded interests to be completed by Trustee; unrecorded interests to be completed by servicer/beneficiary. Also include on Exhibit unrecorded transfers personally known from other sources such as from on MIN report, from Allonges and Note endorsements in loan file, etc.]

3. The Current Beneficiary, the successor in interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.

4. The current trustee under the Deed of Trust has the authority to exercise the power of sale with respect to the subject Deed of Trust pursuant to the instruction of the Current Beneficiary of record and the current holder of the Note secured by the Deed of Trust.

5. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercise of the power of sale:

5(a). The total amount in default, as of 07/26/2012, is \$33,567.75.

5(b). As of 07/26/2012, the amount of fees and costs already charged to debtor because of the default is \$1,767.18. This amount is included in 5(a).

5(c). As of 07/26/2012, the unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently \$425,468.76.

5(d). As of 07/26/2012, as a good faith estimate, the amount of fees and costs to be imposed or charged to the debtor because of the default, excluding the foreclosure fees and costs set forth in Paragraph 5(e), below, will be \$400.00.

5(e) As a good faith estimate of the foreclosure fees and costs to be charged to the debtor in connection with the exercise of the power of sale under the Deed of Trust will be \$2,490.00.

6. Exhibit "A" contains the date, recordation number or other unique designation of the instrument that conveyed the interest of each beneficiary and a description of the instrument that conveyed the interest of each beneficiary.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on July 26th, 2012.

Una M Elmore/Vice President Loan Documentation

Una M Elmore
Signature

State of North Carolina
County of Mecklenburg

The foregoing instrument was sworn to and subscribed before me this 26th day of July, 2012, by Una M Elmore, who is personally known to me.



Frankie Harris
Frankie Harris
NOTARY PUBLIC, State of North Carolina
My commission expires: 05-01-2017

EXHIBIT 3

EXHIBIT 3

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

RECORDED AT THE REQUEST OF
LSI TITLE AGENCY INC.

04/11/2013 09:04AM

FILE NO.433168

ALAN GLOVER
CARSON CITY RECORDER
FEE \$16.00 DEP JLI

NDSC File No. : 11-42105-WF-NV
Title Order No. : 110564709-NV-GTO
APN No. : 007-293-26

NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED 12/30/2005 UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY; IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

Notice is hereby given that National Default Servicing Corporation as trustee (or successor trustee, or substituted trustee), pursuant to the Deed of Trust executed by STEVEN E. BRUMMER AND PAULA R. BRUMMER, HUSBAND AND WIFE, AS JOINT TENANTS, dated 12/30/2005 and recorded 01/05/2006 as Instrument No. 348083 (or Book, Page) of the Official Records of CARSON CITY County, State of NV, and pursuant to the Notice of Default and Election to Sell thereunder recorded 08/09/2012 as Instrument No. 425022 (or Book, Page) of said Official Records.

Date and Time of Sale: 06/06/2013 at 2:00 P.M.

Place of Sale: At the front entrance to the County Courthouse, 885 East Messer, Carson City, NV

Property will be sold at public auction, to the highest bidder for cash (in the forms which are lawful tender in the United States, payable in full at time of sale), all right, title, and interest conveyed to and now held by it under said Deed of Trust, in the property situated in said County and State and more fully described in Exhibit "A" attached hereto and made a part hereof.

The street address and other common designation, if any of the real property described above is purported to be:

**11 WOODSTOCK CIRCLE
CARSON CITY, NV 89703**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

The amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publications of the Notice of Sale is \$469,503.22. The opening bid at the time of the sale may be more or less than this amount depending on the total indebtedness owed and /or the fair market of the property.

BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE.

433168

Page 2
Notice of Trustee's Sale
NDSC File No. : 11-42105-WF-NV

In addition to cash, the Trustee will accept cashier's checks drawn on a state or national bank, a check drawn by a state or federal credit union, or a check drawn by a state or federal savings and loan association, savings association, or savings bank specified in Section 5102 of the Financial Code and authorized to do business in this state. In the event tender other than cash is accepted, the Trustee may withhold the issuance of the Trustee's Deed until funds become available to the payee or endorsee as a matter of right.

Said sale will be made, in an "as is" condition, without covenant or warranty, express or implied, regarding title, possession or encumbrances, to satisfy the indebtedness secured by said Deed of Trust, advances thereunder, with interest as provided therein, and the unpaid balance of the Note secured by said Deed of Trust with interest thereon as provided in said Note, plus fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust. The lender is unable to validate the condition, defects or disclosure issues of said property and Buyer waives the disclosure requirements under NRS 113.130 by purchasing at this sale and signing said receipt.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

Date: 04/08/2013

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020
602-264-6101
Sales Line : 714-730-2727 Sales Website: www.ndscorp.com/sales

By: *Nicole Alford*
Nichole Alford, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On 4/8, 2013, before me, the undersigned, a Notary Public for said State, personally appeared Nichole Alford personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature *Judy Reynolds*
Judy Reynolds

433168

Exhibit A

NDSC Notice of Sale Addendum

NDSC No. : 11-42105-WF-NV
PROP. ADDRESS : 11 WOODSTOCK CIRCLE
CARSON CITY, NV 89703

COUNTY : CARSON CITY

LEGAL DESCRIPTION :

Lot 38, in Block B, of WESTWOOD, A PLANNED UNIT DEVELOPMENT, according to the official map filed in the office of the County Recorder of Carson City, State of Nevada, on September 24, 1980 in Book 4 of Maps, Page 837, as File No. 98978

EXHIBIT 4

EXHIBIT 4

1st



3/29/2013

PAULA R BRUMMER, STEVEN E BRUMMER

Loan Number: 0147922165
Client: 708

Property Address:
11 WOODSTOCK CIRCLE
CARSON CITY, NV 89703-7516

Mailing Address:
11 WOODSTOCK CIRCLE
CARSON CITY, NV, 89703-0000

Subject: Notice of Short Sale Approval for loan 0147922165
Projected settlement date 05/13/2013

Dear PAULA R BRUMMER, STEVEN E BRUMMER:

We're writing to notify you that Wells Fargo Bank, N.A. approves a short sale of the property noted above. This Notice of Short Sale Approval provides all of the conditions and requirements that must be met before the short sale transaction can be finalized. Please be sure to read this notice in its entirety and follow all the steps provided.

Understanding a short sale

A short sale allows you, the borrower/seller, to sell your home for less than the amount owed on your mortgage, and releases your obligation to repay your primary mortgage balance. It may help you avoid a foreclosure sale.

Conditions that must be met

Before we can finalize approval of the short sale, the borrower/seller must meet the following conditions:

1. By completing the short sale based on this Notice of Short Sale Approval, you acknowledge and waive any and all rights to any escrow balance, Insurance proceeds or refunds from prepaid expenses.
2. You, or any other party, may not receive any sale proceeds or any funds as a result of this transaction except as specified in this Notice.
3. The short sale must be an arm's length transaction (unless the property is secured by a VA loan). This means the seller and buyer must be unrelated to each other by family, marriage or commercial enterprise. If it's determined that the sale is not an arm's length transaction, this approval will be null and void.

APPROVED

Steve E Brummer
Paula R Brummer

4. If you have any home equity loans, lines, junior liens or other subordinate liens (like a tax or mechanic's lien) on your property, they will be considered separately from your first mortgage transaction. To ensure the short sale proceeds smoothly, it is essential for you to begin working with any other creditors immediately after being approved for a short sale. Failure to resolve transactions with other lien holders could cause delays or even cancellation of the short sale closing.

5. In accordance with state and local laws, the Notice of Short Sale Approval may be voided at any time.

Important considerations

Please note: The minimum amount we must receive for the sale of the property after all deductions have been made is called the acceptable sale proceeds amount. Please see the short sale approval requirements section in this letter for more information.

1. Because, with a short sale transaction, the home is sold for less than the amount owed on the first mortgage, there may be a deficiency balance. This is the dollar difference between the mortgage amount due and the acceptable sale proceeds amount. In some cases, a mortgagor may be required to pay this remaining balance at or after the short sale closing. However, if you comply with the requirements of this Notice of Short Sale Approval and the mortgage is released, Wells Fargo Bank, N.A. will waive its right to seek a deficiency balance under the mortgage note and/or related documents.

2. When Wells Fargo Bank, N.A. receives the acceptable sales proceeds and all required documentation as specified in this Notice of Short Sale Approval, we will arrange to have the mortgage of record released. Your compliance with this Notice of Short Sale Approval, coupled with the release of the mortgage, shall waive the investor's (and all other interested parties') right to seek payment of the remaining deficiency balance of the original mortgage note.

3. Wells Fargo Bank, N.A. will notify the major credit bureau(s) to reflect this loan as "account paid in full with less than full balance," which should appear on your credit report following the completion of the short sale. However, Wells Fargo Bank, N.A. is not a credit bureau and cannot control how or when the report will reflect information to other users of credit reports.

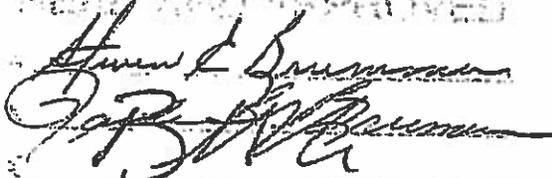
Short sale approval requirements

This approval is based on the purchase contract dated 03/08/2013 between PAULA R BRUMMER, STEVEN E BRUMMER, the seller(s), and NORTHERN NEVADA CAPITAL, LLC, the buyer(s), for a purchase price of \$300,000.00. The terms of our approval and instructions to you and your settlement agent are as follows:

Section one — transaction overview

1. As of the date of this Notice, the unpaid principal balance on loan 0147922165 is \$425,468.76. The acceptable sales proceeds is \$269,578.57 scheduled for settlement on or before 05/13/2013.
2. Your required payment to complete the short sale:
 - a. \$0.00 in cash at the closing, in the form of a cashier's check.
 - b. An additional \$0.00 in the form of a promissory note, which must be completed at or before the closing.

PAULA R BRUMMER
STEVEN E BRUMMER



3. Please understand that Wells Fargo Bank, N.A. will report amounts of debt that have been cancelled to the IRS, if required to do so under IRS regulations. As a mortgage servicer, Wells Fargo Bank, N.A. cannot provide tax advice. Please consult a tax or legal advisor for assistance on any tax or legal implications associated with a short sale and the cancellation of debt that may result.

4. The following transaction details summarize the information noted above:

Unpaid principal balance:	\$425,468.76
Approved purchase price:	\$300,000.00 ✓
Acceptable sale proceeds amount:	\$269,578.57 ✓
Borrower payment:	
Cash at closing:	\$0.00 ✓
Promissory note:	\$0.00 ✓

Section two — approved seller closing costs

Approved Seller Closing Costs:

Real Estate Commission:	\$18,000.00 ✓
ESCROW FEE	\$690.00 ✓
DOC PREP	\$50.00 ✓
TITLE INS	\$1,266.00 ✓
WIRE FEE	\$20.00 ✓
RECONVEYANCE	\$10.00 ✓
HABA RELO ASST	\$3,000.00 ✓

Excess funds, if any, must be paid to Wells Fargo Bank, N.A.

Section three — lien holders

To help move the transaction through to closing, we have agreed to pay the amounts listed below to the following second mortgage and/or other subordinate lien holder(s):

SLS	\$7,385.43 ✓
SLS	\$7,385.43

Please understand that any reference to the junior/subordinate lien holder(s) payoff is contingent upon separate written approval of the transaction by each lien holder. In addition, if the junior lien holder is

[Handwritten signature]
BWA

affiliated with Wells Fargo Bank, N.A. or any of its subsidiaries, the approval must be obtained separately. This does not represent approval by any other lien holder.

Section four — Important instructions

1. You, as the seller, must advise your settlement agent that they must contact Wells Fargo Bank, N.A. no later than 48 hours before the scheduled settlement date and provide a copy of the final HUD-1 Settlement Statement. The final HUD-1 must comply with the approval terms included in this Notice and must contain complete buyer and seller information, including a forwarding address for the seller. In addition, the settlement agent must provide the fully executed HUD Closing Worksheet for FHA loans. If settlement is delayed and/or rescinded, Wells Fargo Bank, N.A. must be notified immediately to review the request and provide written approval, if granted per investor or mortgage insurance guidelines. ~ ~~TCX~~
2. In addition, you as the seller, for and in consideration of the approval, closing and funding of the short payoff, agree that you will re-sign any documents after closing if any corrections are needed due to any typographical or clerical errors discovered in any or all of the closing documentation required to be signed at the time of settlement.
3. The purchase contract may not be amended without Wells Fargo Bank, N.A. prior written approval. In addition, the seller acknowledges that the buyer is not related to the seller, and any relationship between a participating broker/real estate agent has been disclosed prior to issuing this Notice of Short Sale Approval (unless the property is secured by a VA loan). This transaction may not close if it involves any third party who received a deed from the borrower/seller at, before, or after settlement, and the purchase contract may not be assigned.
4. The acceptable sales proceeds, together with any excess funds, must be wired to:

Wells Fargo Bank, N.A.

Account No.: 6581202097

ABA No.: 121000248

Special Information for Beneficiary:

Apply funds to loan: 708, 0147922165

Mortgagor: PAULA R BRUMMER

From: Sender's name and phone number

Please note: The above information is mandatory and if not provided, the wire will be rejected.

5. The closing documents and original signed promissory note, if applicable, must be delivered to us prior to our settlement to:

Wells Fargo Bank, N.A.

Attention: Liquidations

X2302-044

Handwritten signatures:
Helen L. Brummer
Paula R. Brummer
BTR

One Home Campus

Des Moines, IA 50328

Important notes

Failure to comply with any of conditions/requirements included in this Notice could result in our refusal to issue a satisfaction, release or conveyance of your mortgage. After certified funds are received and approval is final, a document releasing the mortgage will be sent to record this decision. If the property was in foreclosure, that action will stop when the terms of the approval are met.

What you need to know about foreclosure

Even though you have received this Notice of Short Sale Approval, it's important to understand that if your mortgage has been referred to foreclosure, that process moves forward at the same time. The foreclosure process may continue and a foreclosure sale date may be scheduled while you are actively working towards completing the short sale. Also, as part of the foreclosure process, you may receive notices from a third-party attorney delivered by mail, and see steps being taken to proceed with a foreclosure sale of your home.

I'm here to help you

I look forward to working with you, and encourage you to call me if you have any questions about the information in this Notice. I can be reached at the phone number that appears below. Thank you.

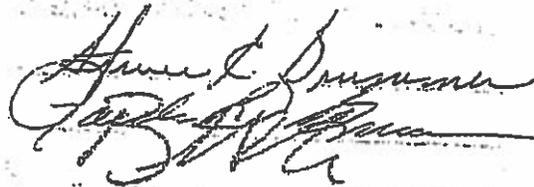
Sincerely,

DANIEL ADAMS JR

Home Preservation Specialist

Wells Fargo Home Mortgage

1-877-263-6566 Ext. 29624

A handwritten signature in cursive script, appearing to read "Daniel Adams Jr.", with a horizontal line underneath it.

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently in a bankruptcy case, this notice is not intended as an attempt to collect a debt, and however we have a security interest in the property and will only exercise our rights as against the property. Additionally, your decision to discuss mortgage assistance options with Wells Fargo Bank, N.A. is strictly voluntary. You are not obligated to pursue any mortgage assistance options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

With respect to those loans secured by property located in the state of California, the state Rosenthal Fair Debt Collection Practices Act and the Federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Wells Fargo Home Mortgage is a division of Wells Fargo Bank, N. A. © 2012 Wells Fargo Bank, N. A. All rights reserved. NMLSR ID 399801 5/12 Equal Housing Lender

HELP FOR AMERICA'S HOMEOWNERS


MAKING HOME AFFORDABLE

Servicer:

Wells Fargo Home Mortgage
1000 Blue Gentian Rd Suite 300, MAC X9999-01N
Eagan, MN 55121

Loan Number: 708 - 0147922165
Fax Number: 1-866-969-0103

Seller:

PAULA R BRUMMER
STEVEN E BRUMMER
11 __ WOODSTOCK CIRCLE
CARSON CITY, NV 89703

Borrower:

PAULA R BRUMMER
STEVEN E BRUMMER
11 __ WOODSTOCK CIRCLE
CARSON CITY, NV 89703

Phone: 775-841-4610
Email: PBRUM@SBCGLOBAL.NET

March 30, 2013

RE: 11 __ WOODSTOCK CIRCLE, CARSON CITY, NV 89703 ("Property")

HABA AFFIDAVIT

This HABA Affidavit ("Affidavit") is given by the Seller(s) and Buyer(s) to the Servicer of the mortgage loan secured by the Property ("Mortgage") in consideration for the mutual and respective benefits to be derived from the short sale of the Property with a scheduled closing date of May 10, 2013.

NOW, THEREFORE, the Seller(s) and Buyer(s) do hereby represent, warrant and agree under the pains and penalties of perjury, to the best of each signatory's knowledge and belief, as follows:

- (a) The sale of the Property is an "arm's length" transaction, between Seller(s) and Buyer(s) who are unrelated and unaffiliated by family, marriage, or commercial enterprise; The Buyer agrees not to sell the property within 30 days of closing of this sale. The Buyer agrees further not to sell the property within 90 calendar days of this sale for a price greater than 120 percent of the short sale price.
- (b) There are no agreements, understandings, contracts, or offers relating to the current sale or subsequent sale of the Property that have not been disclosed to the Servicer;
- (c) Except as disclosed to the Servicer, there are no agreements, understandings, or contracts between the Seller(s) and Buyer(s) that the Seller(s) will remain in the Property as a tenant or later obtain title or ownership of the Property.
- (d) Neither the Seller(s) nor the Buyer(s) will receive any funds or commissions from the sale of the Property except to the extent the Seller(s) receive a relocation assistance payment approved by the Servicer and reflected on the HUD-1 Settlement Statement;
- (e) All amounts to be paid to any person or entity, including holders of other liens on the Property, in connection with the short sale have been disclosed to and approved by the Servicer and will be reflected on the HUD-1 Settlement Statement;
- (f) Any person receiving relocation assistance is required to vacate the property as a condition of the sale. Further, the Seller(s) represent that all persons receiving relocation assistance (i) occupied the property as a principal residence on the date the Seller(s) submitted the request for short sale assistance to the Servicer, and (ii) are

Program Terms and Conditions 

either the Seller(s), a tenant, or a legal dependent, parent or grandparent of the Seller that occupied the property rent-free.

By signing below, I/we agree that all representations, warranties and statements made herein will survive the closing of the short sale transaction; and I/we represent that the information provided herein is true and accurate and authorize the Servicer to disclose such information to the U.S. Department of the Treasury or other government agency, Fannie Mae and/or Freddie Mac, and any of their respective agents, in connection with the Making Home Affordable program.

Andrew L. Drummer 5/9/13
 Seller Signature Date

Paul R. Berman 5/9/13
 Co-Seller's Signature Date

Printed Name

Printed Name

BTH
 Buyer Signature Date

Co-Buyer Signature Date

Printed Name

Printed Name

If you would like to speak with a counselor about this program, call the Homeowner's HOPE™ Hotline 1-888-995-HOPE (4673). The Homeowner's HOPE™ Hotline offers free HUD-certified counseling services and is available 24/7 in English and Spanish. Other languages are available by appointment.

If you have questions, please contact us directly between the hours of Monday through Friday 8:00 a.m. to 7 p.m. at 866-903-1053.

NOTICE TO SIGNATORIES

Be advised that by signing this document you understand that any documents and information you submit in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that: "Under penalty of perjury, all documents and information I have provided in connection with the Making Home Affordable Program, including the documents and information regarding eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sig tarp.gov. Mail can be sent to: Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



Please be advised that Wells Fargo Home Mortgage may be attempting to collect a debt and any information obtained may be used for that purpose. If you are currently in bankruptcy or your debt has been discharged in bankruptcy, Wells Fargo Home Mortgage is only exercising its rights against the property and is not attempting to hold you personally liable on the Note. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Wells Fargo Home Mortgage cannot dispense tax or legal advice. Please consult a tax advisor and/or attorney regarding any consequences associated with a short sale.

With respect to those loans secured by property located in the State of California, the state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

Ind



THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

April 29, 2013 — *received 5/6/13*

STEVEN E BRUMMER
11 WOODSTOCK CIR
CARSON CITY, NV, 89703

Re: SLS Loan Number: 1004023987

Property Address:
11 WOODSTOCK CIR
CARSON CITY, NV 89703

Short Sale Contingent Approval

Dear STEVEN E BRUMMER :

Specialized Loan Servicing LLC (SLS) has been authorized by the Investor to accept a "Short Sale" in connection with the above-referenced property, and release the lien secured by its Deed of Trust and release you from liability under your promissory note, contingent on the fulfillment of the conditions listed below:

1. Return of signed acknowledgement of the approval letter by fax.
2. Final HUD-1 Settlement Statement.

The minimum net proceeds approved of \$7,385.43 must be received in our office before close of business on June 28, 2013; however SLS will continue to make disbursements on the above-referenced property, for items such as taxes and insurance, which may increase the minimum net proceeds required, in which event SLS may send an updated approval letter reflecting the increased minimum net proceeds required to close. It is an agreement of this transaction that the borrower will be paid \$3,000.00 at closing through the HUD 1 Settlement Statement for their cooperation and assistance in listing and successfully marketing the property.

If you have not already done so, please send the requested documentation along with the name of the title company's closing agent and a contact number, so that we can make arrangements for direct payment of the proceeds to SLS. If any of the above requested documents and information as well as the minimum net proceeds are not received in this office by the dates given, this approval will be null and void and you will need to contact this office for updated approval. If you are a customer in bankruptcy, a written approval from your attorney acknowledging acceptance of these terms must be received in order to complete this process. Please return the approval letter to SLS with your signed documents. Any request for an extension to the above mentioned date will result in an increase in net proceeds to be paid to SLS of 1% of the contract price or \$2500.00 whichever is greater.

You will waive your rights to any unearned premiums for taxes and/or insurance and any escrow funds, overages for fees associated with this sale or property securing this loan or loans, which includes, but is not limited to, attorneys' fees, any and all pro-rations and escrow cushion. If you are a customer in bankruptcy, a written approval from your attorney acknowledging acceptance of these terms must be received in order to complete this process. Please return the approval letter to SLS with your signed documents.

Please be advised the acceptance of this short sale transaction is being made in reliance upon the information provided by you the debtor(s) in consideration for a short sale, including any and all financial representations regarding amounts and sources of income, other assets, and debt obligations of you the debtor(s).

At least 24 hours prior to closing, a copy of the final HUD-1 Settlement Statement must be faxed to the attention of the Customer Resolution Dept. for approval. If you become aware of any changes to the approved terms and the loan cannot close or fund, you should contact this office immediately.

APPROVED
Steven E. Brummer
John P. Brummer
BWA

BANKRUPTCY NOTICE - IF YOU ARE A CUSTOMER IN BANKRUPTCY OR A CUSTOMER WHO HAS RECEIVED A BANKRUPTCY DISCHARGE OF THIS DEBT, PLEASE BE ADVISED THAT THIS NOTICE IS TO ADVISE YOU OF THE STATUS OF YOUR MORTGAGE LOAN. THIS NOTICE CONSTITUTES NEITHER A DEMAND FOR PAYMENT NOR A NOTICE OF PERSONAL LIABILITY TO ANY RECIPIENT HEREOF, WHO MIGHT HAVE RECEIVED A DISCHARGE OF SUCH DEBT IN ACCORDANCE WITH APPLICABLE BANKRUPTCY LAWS OR WHO MIGHT BE SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE UNITED STATES BANKRUPTCY CODE. HOWEVER, IT MAY BE A NOTICE OF POSSIBLE ENFORCEMENT OF THE LIEN AGAINST THE COLLATERAL PROPERTY, WHICH HAS NOT BEEN DISCHARGED IN YOUR BANKRUPTCY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR CUSTOMER CARE CENTER AT 800-306-6057.

*The acceptance of this offer may have some tax implications. Please contact your tax advisor with any questions concerning this issue.

SLS Loan #: 1004023987

All seller proceeds from the sale must be made payable to Specialized Loan Servicing LLC in the form of a Cashier's Check and remitted immediately after closing to Specialized Loan Servicing LLC, 8742 Luccant Blvd., Suite 300, Highlands Ranch, CO 80129. Proceeds may also be wired to:

- Bank Name - Wells Fargo Bank
- Bank Address - 420 Montgomery Street San Francisco, CA 94104
- Account Number - 2000042928232
- Bank ABA Number - 121000248
- Account Name - SLS - Wire Clearing

Please reference your name, SLS Loan number and property address for all payments. (After full completion of this document, please fax all pages to: 720-241-7526.)

Borrower's Day time telephone number:
775 720-2589

Mailing Address:
11 WOODSTOCK CIRCLE

City:
CARSON CITY

State:
NV

Zip:
89703

My signature below acknowledges acceptance of the above terms and conditions.

Steven E. Brummer 5/4/13
STEVEN E BRUMMER Date