

Exhibit 1

T-Mobile LTE

2:16 PM

25%

< All Inboxes

214 Messages



Then you shouldn't have either but again the goal...

Lindsey Licari

7/1/18



I'm not famous and I'm not rich, you paid your deb...

Found in Important Mailbox



↩ **Bobby Antee**

7/1/18



Re:

[Details](#)

To: Lindsey Licari

Doesn't matter and I didnt know. I'm a first time buyer. I signed maybe 30 papers that day. You didnt want to come to the title company by your own choice u could have been right there next to me as we were going to become home owners. We we we. Not me! U have rights to everything u are my wife and I wouldn't let u lose on anything anyhow. U knew our game plan was to sell and upgrade I'm a year or so.

[See More](#)



↩ **Bobby Antee**

7/1/18



I could have called the cops on u and had u arrest...

Found in Gmail Sent Mailbox



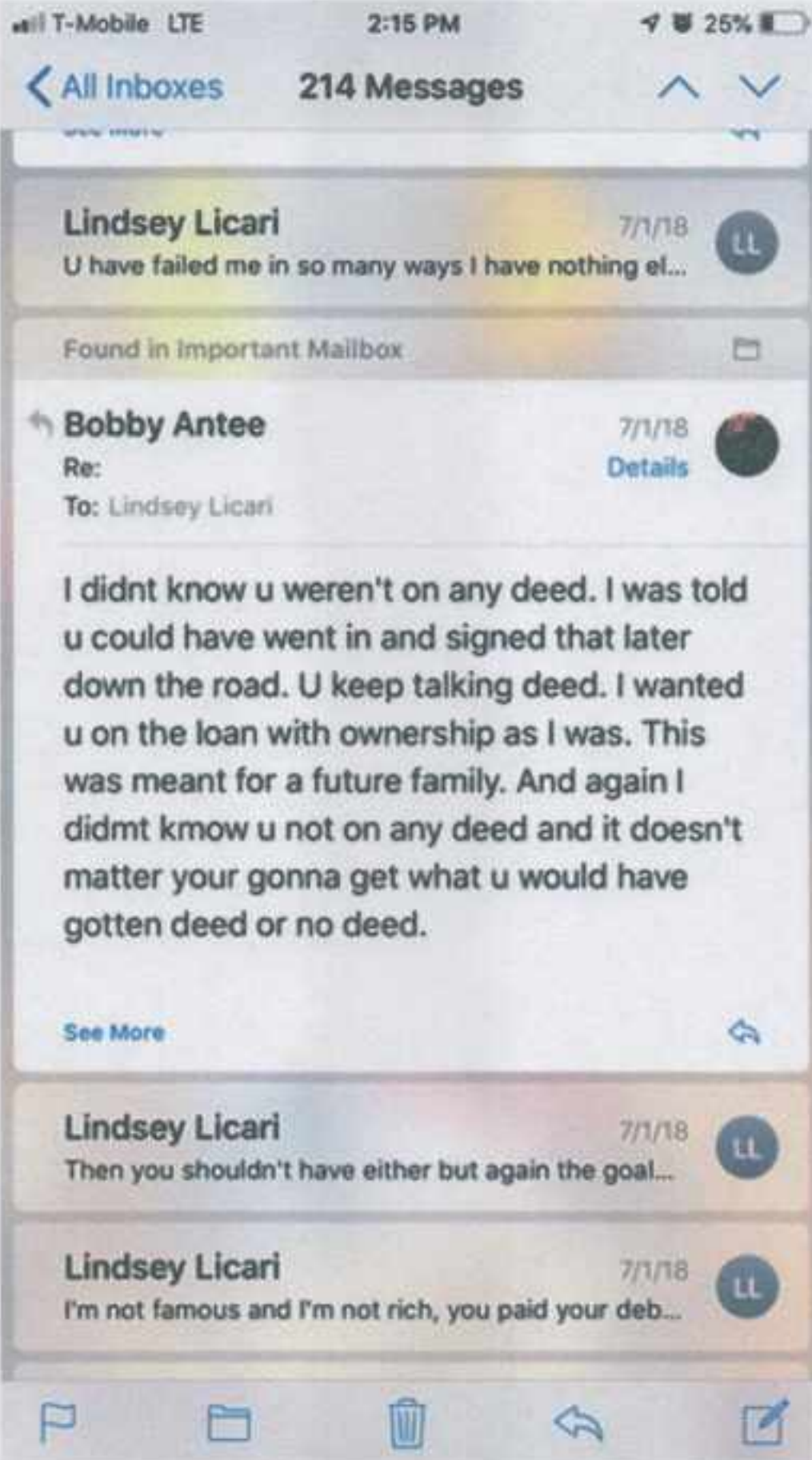


Exhibit 2

January 10, 2019

Lindsey Licari
9564 Scorpion Track Court
Las Vegas, NV 89178

RE: Ethics Case# 18374E - Lindsey Licari (formerly Antee) vs Linda Naw

Dear Ms. Licari:

The hearing in the above referenced matter scheduled on January 25, 2019, at 9:00 a.m. has been placed in abeyance pursuant to *National Association of REALTORS® Code of Ethics and Arbitration Manual*. The Greater Las Vegas Association of REALTORS® (GLVAR) is aware that that a criminal report has been filed with the Las Vegas Metropolitan Police Department arising from the same facts and allegations as raised in case 18374E.

Pursuant to Part Two, Section 13(e) and Section 19(D) of the *National Association of REALTORS® Code of Ethics and Arbitration Manual*; this matter shall be held in abeyance pending resolution of the criminal matter including litigation.

The parties are reminded that they have an affirmative duty to notify GLVAR not only of such filings with the Las Vegas Metropolitan Police Department, Secretary of State filings, and any other legal or administrative filings, but to notify GLVAR of the resolution of such matters.

Sincerely,

Ingrid Trillo

Ingrid Trillo
Professional Standards Department

Cc: Garrett R. Chase, Esq. and Michael C. Van, Esq. Shumway Van-(Respondent)
Logan G. Willson, Esq. Jennings & Fulton, LTD (Complainant)
David B. Sanders, Esq. – GLVAR General Counsel



GREATER LAS VEGAS ASSOCIATION OF REALTORS®
The Voice for Real Estate in Southern Nevada

6360 S. Rainbow Boulevard • Las Vegas, Nevada • 89118 • 702.784.5000 • FAX 702.784.5060



www.LasVegasRealtor.com

18343E – RESPONDENT DOCUMENTS

Form #E-3

Greater Las Vegas Association of REALTORS®
6360 South Rainbow Blvd., Las Vegas, NV 89118
702-784-5052

CASE NUMBER: 18343E

Reply (Ethics)

To the Professional Standards Committee of the

Greater Las Vegas Association of REALTORS®
Board or State Association

Filed November 20, 2018

Lindsey Antee

Linda Naw, ERA Brokers Consolidated

Complainant(s)

Respondent(s)

in a matter of alleged violation of the Code of Ethics or other membership duty as set forth in the bylaws of this Board.

Respondent(s) replies and substantiates such reply by the following facts and/or attached statement: see attached statement

This is true and correct to the best knowledge and belief of the undersigned. I (we) declare that to the best of my (our) knowledge and belief, the statements contained in this Reply are true and correct.

Boards or Associations of REALTORS® where I hold or have held membership in the preceding three (3) years:

Greater Las Vegas Association of REALTORS(R)

I understand that, if found in violation of the Code of Ethics or other membership duty, a respondent will be assessed an administrative processing fee of \$500.00.

Respondent(s):

Linda Naw, ERA Brokers Consolidated

Type/Print Name



Signature

2855 St. Rose Parkway, Henderson, Nevada 89052

Address

(702) 306-3587

Phone

Linda@nawrealestategroup.com

Email

Type/Print Name

Signature

Address

Phone

Email

RECEIVED NOV 20 2018 - LH

*Fee not to exceed \$500 and may not be assessed unless the Board of Directors has established policy to assess this fee against respondents found in violation of the Code of Ethics or other membership duty.

R-1

Greater Las Vegas Association of REALTORS®
6360 South Rainbow Blvd.
Las Vegas, NV 89118

CASE NUMBER: 18343E

Notice of Right to Challenge Tribunal Members*

Notice is given herewith to parties in the matter of Lindsey Antee vs. Linda Naw, ERA Brokers Consolidated an ethics/arbitration proceeding, that a party has a right to challenge the qualifications of any individual who may be appointed to serve on a Hearing Panel or the Board of Directors. A list of such individuals is provided below. If you wish to challenge the qualifications of any of the individuals listed who may be appointed to sit on the Tribunal, please indicate by checking the appropriate blank, and return this form or a copy of same with a letter (or enclosed Form #A-8, if preferred) to the (Professional Standards Committee Chairperson) (Professional Standards Administrator) explaining your reason ("cause") for challenge. If your reason is deemed sufficient to support your challenge, the individual challenged will not be appointed to the Tribunal. Pursuant to Section 27, Qualification for Tribunal, challenges must be filed with the Board within ten (10) days from the date the list of names is transmitted.

			BOD Appeal Process	
Brian Tod Barton	Tina Helleberg	Benjamin Ramirez	Christopher Bishop	Amber Diskin
Vandana Bhalla	Melissa Jones	Di Redman-Wolfgang	Janet Carpenter	Tim Kelly Kiernan
Honey Borla	Jean Sharon Jones	Linda Rheinberger	Krystal Sherry	Aldo M. Martinez
Kathryn Bovard	Patty Kelley	Bradford Roberts	Thomas Blanchard	Christopher McGarey
Teri Brenkus	Keith Kelley	Louise Rozich	David J. Tina	Mark Sivek
Rick Brenkus	Joan Kuptz	Donna Ruthe	Jillian Batchelor	Chantel Tilley
Damon Caldwell	Donald Lainer	Ronnie Schwartz	David Crete	Shyla Magee
Teresa Chapman	Patrick Leibovici	Carol Severe	Shawn Cunningham	
Elaine Christensen	Keith Lynam	Susan Sippel		
Rosilyn Cobb	Charles Martin	Nora Slagle		
Peggy Cook	Patrick Martino	Linda Stegall		
Charles Doty	Ashley McCormick	Roger Stein		
Candace Doyle	JC Melvin	Oana Sterlacci		
Ross Fabrizio	Eric Mendoza	David Tina		
Mina Farah	Michele Mittemiller	Tommy Uribe		
Deirdre Felgar	Fafie Moore	Cheryl A Van Elsis		
Britney Gaiten	Robert Morganti	Darryl Victorian		
Iddo Gavish	Eileen S. Pettengill	Susann Weisse		
Ernest Gonzales	Jacqueline Porter	Robyn Yates		
Danny Gennette	Dale E. Puhl			

_____ Challenge: _____ Yes _____ No

_____ Challenge: _____ Yes _____ No

_____ Challenge: _____ Yes _____ No

_____ Challenge: _____ Yes _____ No

_____ Challenge: _____ Yes _____ No

Linda Naw

Party's Name (Type/Print)



Party's Signature

11/20/18

Date

Party's Name (Type/Print)

Party's Signature

Date

R-2

Greater Las Vegas Association of REALTORS®
6360 South Rainbow Blvd., Las Vegas, NV 89118
702-784-5052

DATE: November 20, 2018

CASE NUMBER: 18343E

Challenge to Qualifications by Parties to Ethics Proceeding

I (we), as party to the matter in Lindsey Antee vs. Linda Naw, ERA Brokers Consolidated, hereby challenge the qualification of the following named individual(s) who may be appointed as a member(s) of the Tribunal* for the following reasons. (NOTE: Unsubstantiated challenges will be disregarded.)**

Panel Member Challenged: _____

Reason: _____

Panel Member Challenged: _____

Reason: _____

Panel Member Challenged: _____

Reason: _____

Type/Print Name of Party: Linda Naw

Signed:  Date: 11/20/2018

Type/Print Name of Party: _____

Signed: _____ Date: _____

Type/Print Name of Party: _____

Signed: _____ Date: _____

*Members of ethics Hearing Panels or the Board of Directors.

**Use additional pages as required to list additional challenges to the qualifications of individuals who have been or may be selected to serve as member(s) of a Tribunal in an ethics proceeding to which you are a party.

Greater Las Vegas Association of REALTORS®
6360 South Rainbow Blvd., Las Vegas, NV 89118
(702) 784-5052

DESIGNATION OF COUNSEL
(ETHICS)

DATE: 11/20/2018

CASE NUMBER: 18343E

COMPLAINANT(S):

Lindsey Antee

RESPONDENT(S):

Linda Naw, ERA Brokers Consolidated

v.

☐ *I do not wish to designate counsel at this time*

OR

☒ I, Linda Naw, do hereby designate the following counsel for representation in all aspects of these proceedings (please check one):

☒

Legal Counsel

☐

REALTOR® Counsel

Counsel Name:

Garrett R. Chase, Esq. and Michael C. Van, Esq.

Firm/Company Name:

Shumway Van

Address:

8985 S. Eastern Ave, Suite 100

Las Vegas, NV 89123

Phone:

() (702) 478-7770

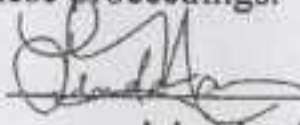
Email:

garrett@shumwayvan.com, michael@shumwayvan.com

The Greater Las Vegas Association of REALTORS® is requested to send copies of any and all future notices and other documents pertaining to this case to the above and the undersigned does hereby designate said counsel as his/her agent and spokesman in these proceedings.

Date: 11/20/2018

Signature:



Name (please print):

Linda Naw

Date:

Signature:

Name (please print):

Witnesses:

R-4

Greater Las Vegas Association of REALTORS®
6360 South Rainbow Blvd., Las Vegas, NV 89118
(702) 784-5052

CASE NUMBER: 18343E

**Respondent Linda Naw's Response to Appeal of Grievance Committee's
Dismissal of Ethics Complaint**

Ms. Linda Naw ("Ms. Naw"), of ERA Brokers Consolidated, by and through her counsel, the law firm of Shumway Van, hereby submits this statement in response to Lindsey Antee's ("Ms. Antee") Appeal of the Greater Las Vegas Association of Realtors ("GLVAR") Grievance Committee's Dismissal of Ms. Antee's Ethics Complaint. In her appeal statement, Ms. Antee has appealed the dismissal of her ethics complaint, which alleged violations of Articles 1, 9, 12, 13, and 16 of the National Association of Realtors' Code of Ethics and Standards of Practice (the "Code of Ethics"). Ms. Antee's appeal statement makes many false allegations about Ms. Naw as the basis for her disagreement with the Grievance Committee's decision. However, Ms. Antee's statements are not accurate or true. Furthermore, Ms. Naw fulfilled all of her obligations under the Code of Ethics. Therefore, and as discussed further below, the Grievance Committee's decisions dismissing Ms. Antee's complaint was well-founded and should be affirmed by this appellate panel.

Ms. Naw has already provided a detailed narrative of the transaction that is the subject of Ms. Antee's complaint and this appeal, in her response to Ms. Antee's complaint to the Real Estate Licensing Division (which was also dismissed entirely). Ms. Naw also provided documents, text messages, and a statement from Bobby Antee, in response to that complaint. Ms. Naw has attached that response as Exhibit A, along with the exhibits referenced therein (Exhibits #1-11), to this response packet and hereby reiterates and incorporates her statements and those documents in this response, as a statement of the facts underlying Ms. Antee's complaint and this appeal. Additionally, Ms. Naw has attached additional documents from the lender as

1 Exhibit B, discussed further below.

2 Ms. Antee's appeal statement accuses Ms. Naw of manipulating her into
3 signing gift letters, refusing to cancel the sale, taking her money, leaving Ms. Antee
4 off of the deed, and not disclosing fees or giving Ms. Antee an opportunity to review
5 "anything." But these accusations lack any support or evidence, and in fact, are
6 contradicted by the communications between Ms. Naw and Ms. Antee, as well as by
7 the actual purchaser in the subject transaction, Mr. Bobby Antee. In fact, it was the
8 lender in the transaction that requested the gift letters be executed by Ms. Antee, not
9 Ms. Naw. See Exhibit B. Ms. Naw only discussed the gift letters with Ms. Antee to
10 clarify what was being requested by the lender, after Ms. Antee and Mr. Antee did
11 not respond to the requests.

12 Regarding Ms. Antee's purported cancellation request, Ms. Antee had become
13 frustrated with the closing process and texted Ms. Naw on January 15, 2018, in a
14 group text conversation with her and Bobby Antee that she wanted to cancel because
15 the sale had not closed yet. See Exhibit 3 (Exhibit A). Yet when Ms. Naw said that
16 she would draft a cancellation, Bobby Antee stated that he and Ms. Antee only wanted
17 to cancel if they did not have keys by that upcoming Friday, January 19, 2018. See
18 Exhibit 4 (Exhibit A). Ms. Naw worked diligently with Bobby and Lindsey Antee, as
19 well as with the lender and seller, and closed the sale by January 19, 2018, which is
20 when Bobby and Lindsey Antee picked up keys and recorded the deed for the
21 property. See Exhibits 5-8 (Exhibit A). Ms. Naw also informed both Bobby and
22 Lindsey Antee that they could cancel after extending the closing, if they wanted.

23 Ms. Antee's accusations that Ms. Naw didn't disclose fees, or give her an
24 opportunity to review the documents, are also contradicted by the correspondences
25 between the parties, which demonstrate that Ms. Antee had ample time and
26 opportunity to review all aspects of the sale. Finally, Ms. Antee's accusation that Ms.
27 Naw violated the ethics rules by not putting Ms. Antee on the deed is completely
28 unwarranted. First, Ms. Naw had nothing to do with the decision to only list Bobby

1 Antee on the deed, as this decision was from the lender's instruction to title.
2 Furthermore, Ms. Antee willingly signed the title documents at the time of closing
3 without raising any concerns about Bobby being on title. See Exhibit 8 (Exhibit A).
4 Finally, as Ms. Antee was married to Mr. Antee, who does appear on the deed, she
5 had and has an interest in the property regardless of whether she appears on the
6 deed, and in fact, is currently in sole possession of the property, upon information and
7 belief. As such, the fact that Bobby Antee is the only party listed on the deed has not
8 had any impact on Ms. Antee's interest in or enjoyment of the property. Ms. Naw was
9 not responsible for the way that the deed was vested, and this cannot demonstrate
10 any violation of the Code of Ethics by Ms. Naw.

11 Ms. Antee alleged violations of Articles 1, 9, 12, 13, and 16 of the Code of Ethics.
12 But none of Ms. Antee's baseless accusations demonstrate any actual violation of any
13 Article, nor does Ms. Antee specify any particular violation. Article 1 requires realtors
14 to protect and promote the interests of their clients, which Ms. Naw did consistently
15 throughout the transaction that is the subject of this appeal. Article 9 requires that
16 realtors assure that all agreements are clear, and provided to their clients, which
17 again, Ms. Naw did in this case as is demonstrated by the correspondences between
18 the parties. Article 12 requires realtors to be honest and truthful. Again, Ms. Naw
19 was always honest with Ms. Antee, as demonstrated by the texts and emails between
20 the parties. Article 13 prohibits the unauthorized practice of law, and Article 16
21 prohibits conduct that is inconsistent with an exclusive representation agreement.
22 Not even Ms. Antee's accusations suggest any violation of either of these Articles, and
23 indeed, no such violation occurred.

24 Ms. Antee brings this appeal based entirely on groundless accusations, and
25 broad citation to five separate Articles of the Code of Ethics. The communications and
26 correspondences, as well as the statements of Ms. Naw and Mr. Antee demonstrate
27 that Ms. Naw diligently and loyally fulfiller her obligations to both Mr. Antee and
28 Ms. Antee. Accordingly, for these reasons, and those discussed in Ms. Naw's

SHUMWAY VAN
8985 South Eastern Avenue, Suite 100
Las Vegas, Nevada 89123
Telephone: (702) 478-7770 Facsimile: (702) 478-7779

1 statements attached hereto as Exhibit A, this appellate panel should deny Ms.
2 Antee's appeal and affirm the decision of the Grievance Committee dismissing Ms.
3 Antee's ethics complaint entirely.

4
5 Dated November 20, 2018.

6
7 

8 Garrett R. Chase, Esq.
9 Nevada Bar No. 14498
10 SHUMWAY VAN
11 8985 South Eastern Avenue
12 Suite 100
13 Las Vegas, Nevada 89123
14 Telephone: (702) 478-7770
15 Facsimile: (702) 478-7779
16 garrett@shumwayvan.com
17 Attorney for Linda Naw
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Exhibit A

Antee vs. Naw
Case No. 2018-910

July 12, 2018

Re: Lindsey Antee Complaint

9564 Scorpion Track

Close of Escrow: January 19, 2018

Lindsey (Liciari) Antee was referred to me in November 2017 to assist in purchasing a home. I knew of her from social media and knew that she had just lost her son to cancer. From the time I met Lindsey and Bobby Antee, I took an immediate liking to them. They were easy going and appeared to be a loving, happy couple. While showing homes to Lindsey and Bobby, I asked Lindsey how she was able to make such a big decision on buying a home since her son just recently died; she explained to me that she cannot stay in their apartment as it was too painful. I truly empathized with her and wanted to get them into a home as soon as possible. Everything was great until towards the last week of the transaction. Lindsey did a complete 180 and became a different person then I had met.

During the process, I knew they had a lot of frustrations/confusions with closing and the lender. This was nothing new. It was normal transaction headaches that we deal with. It was nothing out of the ordinary. I had to make a few calls to clear up the confusion and then things were fine again. (See exhibit#_1_) You can see here that I answered her text specifically on December 24, 2017 and told her a possible closing of "the 12th", her text to me on January 4th was that "...we should have closed by now". I called her immediately after my appointment to clear this up as I had no idea why she would think we should be closed. It was January 15th when things change in the transaction and Lindsey was threatening an attorney on the lender.

In my response, I have also attached my proof in group texts with Lindsey and Bobby Antee, as well as a letter from Bobby Antee, the husband of Lindsey Antee.

Working with Bobby:

First, I want to address the "predatory" transaction about me working with Bobby to use her money and purchase the home without her on the deed. This claim is the most ludicrous amongst the rest of her claim. I never knew Bobby Antee until Lindsey introduced him to me when we were previewing houses. Even though Bobby was the only client on the loan, I had more of a relationship with Lindsey and worked with her throughout the beginning of the transaction. When I had to make a call, I would call Lindsey as Bobby was at work. Our conversations were in a group message between the 3 of us. They were married there was no reason for me to believe that they were not communicating. The final week of the transaction, I worked mainly with Bobby as Lindsey was no longer corresponding to me, but everything was in the group text between the 3 of us. No reason for me to believe Lindsey was unaware of anything.

Lenders document request/Gift Letter:

(See exhibit #_2_)

This is lenders guidelines and request, nothing to do with me. I was helping them get their documents to the lender so that we could close on the house they wanted to buy. Lindsey was the "gifter" of the down payment and Bobby was the borrower. If the monies used for the purchase is NOT in the

purchaser's bank account for 90+ days; the lender require that wherever the money is obtained, it must be a "gift" and the "gifter" must sign the gift letter for the purchaser (name on purchase contract). This is monies that include paying off debts that the lender requires, down payment, etc. There were 3 gift letters that Lindsey had to sign according to the lender; 1) for paying off Bobby's car 2) for paying Bobby's two credit cards and 3) down payment and closing costs.

Lindsey complained that she told me and Bobby that she was willing to spend \$50,000 for the house. This is correct, she did, and I went out and helped them find a home that was within their budget as she had told me. It was them that went against my suggestion and agreed to purchase a home \$6000 higher than what they wanted to spend (See exhibit 9 in Bobby Antee's letter). I suggested to look at a home down the street since the seller was asking too much money but they both declined and said they loved the house. As far as the debts that was required to be paid off, had nothing to do with me. I am unsure of the details of this. I only helped facilitate providing the documents request towards the end. I never asked about how much debts Bobby had. This is not information I am privilege too and it's none of my business.

When they texted me of the first complaint about the lender, I called the lender to find out what was going on. The lender forwards me emails after emails of their request from Bobby and Lindsey to provide. It was clear to me that my buyers were ignoring and resisting the lender. They were very upset with the lender for requesting these documents. I knew they didn't understand the lending process, so I called Lindsey numerous times to explain and helped them get the letter of explanations for deposits and bank statements. (FYI- Letters of explanations were for random deposits that Bobby had made to his accounts and transfers of money from Lindsey's account. I have told them to not make any random deposits or transfers without asking the lender as it will create chaos with their loan when I met with them to go over the process. The lender also advised me that they told Bobby and Lindsey the same thing)

January 12, 2018

There were no signs of her having second thoughts about buying when I spoke with her. She was anxious to be in their home and was being cooperative with me. She was just frustrated with the lender/lending process. This was the point where I began being the source of communication between lender and buyers. They were pressuring me to close on the house, but they weren't cooperating with the lender. All the lender was requesting was explanations of deposits in Bobby's account and signed gift letter(s). This is very easy to provide but with clients resisting, it made this simple task extremely difficult. I kept having to reiterate what they had to do. We couldn't move forward without the documents the lender requested. I did my job above and beyond to help these clients so that they could get in their home.

Week of closing:

On Monday January 15, 2018, I called Lindsey as I knew she was upset through her text (see exhibit #_3_) When I spoke with her, Lindsey was angry and frustrated and threatened to sue the mortgage company. She demanded speaking to the underwriter in which I told her was not possible (I knew this to be true, but I still verified it with the lender). She kept telling me this wasn't true and her "attorney" told her otherwise, so I provided her the number to the COO of Valley West Mortgage and The Closing Disclosure so that her "attorney" may contact them (see exhibit # 4_). She was upset

with the lender for asking for too much paperwork and claims they kept asking for the same things they had already submitted. She just wanted to close on the house. I explained to her it wasn't the lender or myself delaying their closing. It was them not cooperating with the lender, but I understand that this whole process can be so confusing. She appeared concerned about where she was going to live because they had to move out of their apartment, so I also explained that we were just days away from closing and that I can help them find a place to go. I also told them to ask their apartment if they could stay a few more days. At this point, I was really confused and wondered what the real reason was for her upset as few days earlier she was excited and cooperative. At the end of the conversation, Lindsey said she wanted to cancel. I followed her demand and started to draft cancellation. I followed up with a text to her and Bobby shortly after our conversation and advised them I was drafting the cancellation (see #_4_).

Bobby Antee responded back that if they don't have keys by Friday, they will turn in the cancellation. I am again now confused. I thought that maybe they were angry and just making threats to cancel but they really didn't want too. I went on to explain via our group text that to keep moving forward I would have to send them over an extension of escrow. I also went on to explain why we needed this as they did not understand. I then tried to call Bobby, in case my text was confusing but got no answer, so I texted him again. He confirmed for me to keep moving on with the loan, so this was exactly what I instructed the lender to do. I also informed them that if they wanted to cancel after the extension is signed, they still can. We then worked to complete the lender's request, so we could close by Friday. I had no reason to believe that he and Lindsey was not in communication together as everything was all communicated through our group text (See #_5_) From this point on, the only communication I had from Lindsey was when she sent me the gift letter via text, day before signing.

Signing/Deed:

On Tuesday January 16, 2018, I texted the group message that I needed to set up signing for them both. (See #_6_) Bobby responded that Lindsey was out of town, so I offered to send a mobile notary, but he said she would be back by midnight, so I went on to set up their signing for 10am the following day. We were still in need of the gift letter to be faxed to the lender, but Bobby advised me that Lindsey was trying to send me the gift letter, so I texted her to follow up and asked for a picture, so I can send to lender. She responded with the photo (See #_7_). This was the only communication I had with her since Monday January 15th. It was only Bobby responding to all requests from lender. I assumed she no longer wanted to deal with it and put him in charge. Lindsey did not have to sign the gift letter(s) nor continued to cooperate with the lenders request if she truly wanted to cancel. Since she was cooperating and at the instructions of Bobby, her husband; everyone moved forward.

Wednesday January 17, 2018

Signing day comes and Bobby texts me that Lindsey was not feeling well and did not want to go to the signing so again I tried to accommodate and asked if they wanted me to send a notary to the apartment. Bobby showed up to signing alone. Right before the signing, Lindsey sent Bobby a letter that if they were to divorce, he would agree to pay her back \$75,000. Bobby was confused and upset. He told me he loved his wife and he's not divorcing her, so he signed the letter. Lindsey knew that Bobby was at the signing for the house. In her complaint, she claims that Bobby and I knew she was "mentally not ok" but clearly, she was sane enough to draft a letter of repayment from him. She was also sane enough to go to the bank to wire the down payment and walk into the title company to sign the deed. Bottom line is if

she was that uncomfortable, she should never have wired the funds after the fact and go into title to sign the quit claim deed.

I thought Lindsey's behavior was due to her grieving her son's death and that the move was hard on her. Even though she told me it was too painful to be in that same apartment, I could understand how difficult it would be to move as well. I never once thought that she didn't want the house. After Bobby signed the closing documents, he was given wire instructions for the down payment. To close on the house, Lindsey would have to wire the down payment and still go into to title and sign the deed. Since Lindsey was not communicating with me, I had no idea when she went to title to sign nor when she wired the funds until the escrow officer emailed me the update. I never called/text to pressure her to wire funds or go in to sign the deed. This was up to Bobby and her to complete the process at this point.

Lindsey also made another claim that she dropped off the check to title (it was wired) and asked title where she is to sign but they just took her check and said she didn't have to sign anything. This is a lie. See attached exhibit # 8 of the deed and the letter from the title company stating that Lindsey signed the quit claim deed with the notary on January 17, 2018. Lindsey has always known that she needed to sign off on the deed. I had explained this many time through text, in person and via phone. See exhibit # 1 Pg. 2.

According to Bobby's letter (See exhibit # 9), he has no problem adding her to the deed, but they are now in the middle of a divorce and the attorneys are handling their property. Since they were married when it was purchased, the property belonged to them both whether she is on title or not. There was no malicious planning to use her money to purchase a home without her on it. They were told the instructions, they just didn't listen. Lindsey claims "she made it clear" she wanted to be on title. We never had this conversation ever HOWEVER we wouldn't need too. Whenever a married couple purchases a home together and the other spouse can't be on the loan, I explain to them the title process so that they are aware that they both will need to be available to sign at closing. But just like the whole purchasing/loan process, everything falls on deaf ears and gets lost. How buyers take title is not my job as a REALTOR® to determine nor am I in charge of making sure someone is on title. This is what the title company is for and this is what they review with the clients at signing. Because Lindsey cannot be on the loan, she cannot initially be on the deed/title. This is a lender's insurance/title guideline not mine. They would have to go to sign another quit claim deed after closing to add her to the home. Even though she is quit claimed off the deed at closing, because they are married; community property law still applies. In conclusion, there was zero harm done to her by her not being on the deed initially as no matter what, she still owns 50% of that home. She basically entered a failed marriage and now wants a refund for everything.

Tuesday June 26, 2018

Lindsey claimed that she called me to "confront" me and that my response was "I sold Bobby a home not you". This is a lie...again. We never spoke. She texted me about the deed and threatened to sue me. Please see the attached exhibit # 10 with my response. I was so upset at the fact she was threatening suit out of nowhere again that I initially thought she wrote that "I bought a home with Bobby WITHOUT her knowledge" so I responded with "I did not buy a home with Bobby without your knowledge, Bobby and you purchased a home..." I stayed professional and kept it short, I knew there was no reasoning with her. I have followed her for a while on social media and I wasn't going to be one of her victims that she rants and slander. Sure enough, within an hour, she took to social media to

Antee vs. Naw
Case No. 2018-910

slander/lie about me and have her followers attack me (See exhibit# 11) I advised my broker immediately of what had transpired this day.

Additional Evidence

I knew my clients didn't understand the process especially with the lending part of it. Just like how Lindsey stopped her communication with me, Bobby and Lindsey both stopped communication with the lender, so I was the middle man trying to help the process and staying in communication with everyone. I knew they wanted the house. It was my job to see them through. No matter how much I explained the process and held their hands through, they just didn't get it. I tried on two separate occasions to bring them both in and explained the process again, but they declined and said they were fine (See exhibit _12_)

If you need additional information from the lender or the title company, below is their contact info.

Valley West Mortgage- Drew Levy (702) 531-4909

~~Stewart Title- Nikki Bott (702) 331-6900~~

Sincerely,



Linda Naw

R⁵-14

EXHIBIT 1

Linda Naw | ERA Brokers Consolidated

Evidence
Antee vs. Naw

P-15

Vetizon 2:26 PM 75%
Lindsey
Mon Dec 24 5:41 PM Dec 24, 2017

Hey, so where are we at in the process, aren't we pass ten days?

Hi Lindsey, I'm sorry I can't give you a more definitive answer right now. We are still in the process of reviewing the documents and we are working to get everything sorted out as quickly as possible. I will get back to you as soon as I have more information.

Ok, how long should we expect that to take? Do we have another move in date since he agreed to close early? Sorry we are excited

Hi Lindsey, I'm sorry I can't give you a more definitive answer right now. We are still in the process of reviewing the documents and we are working to get everything sorted out as quickly as possible. I will get back to you as soon as I have more information. I'm hoping we can close you by the 12th. I know it's not that much earlier but by the time they agreed to let us close earlier it was a little late. We are working to get everything sorted out as quickly as possible.



R-14

Verizon 2:26 PM 76%
Lindsey

O ok great, but he will come in to sign the last paperwork right?



Ok sounds good we will be patient then



Hey I hope your doing well, I'm getting kind of worried about the loan it should have closed already.



Jan 4

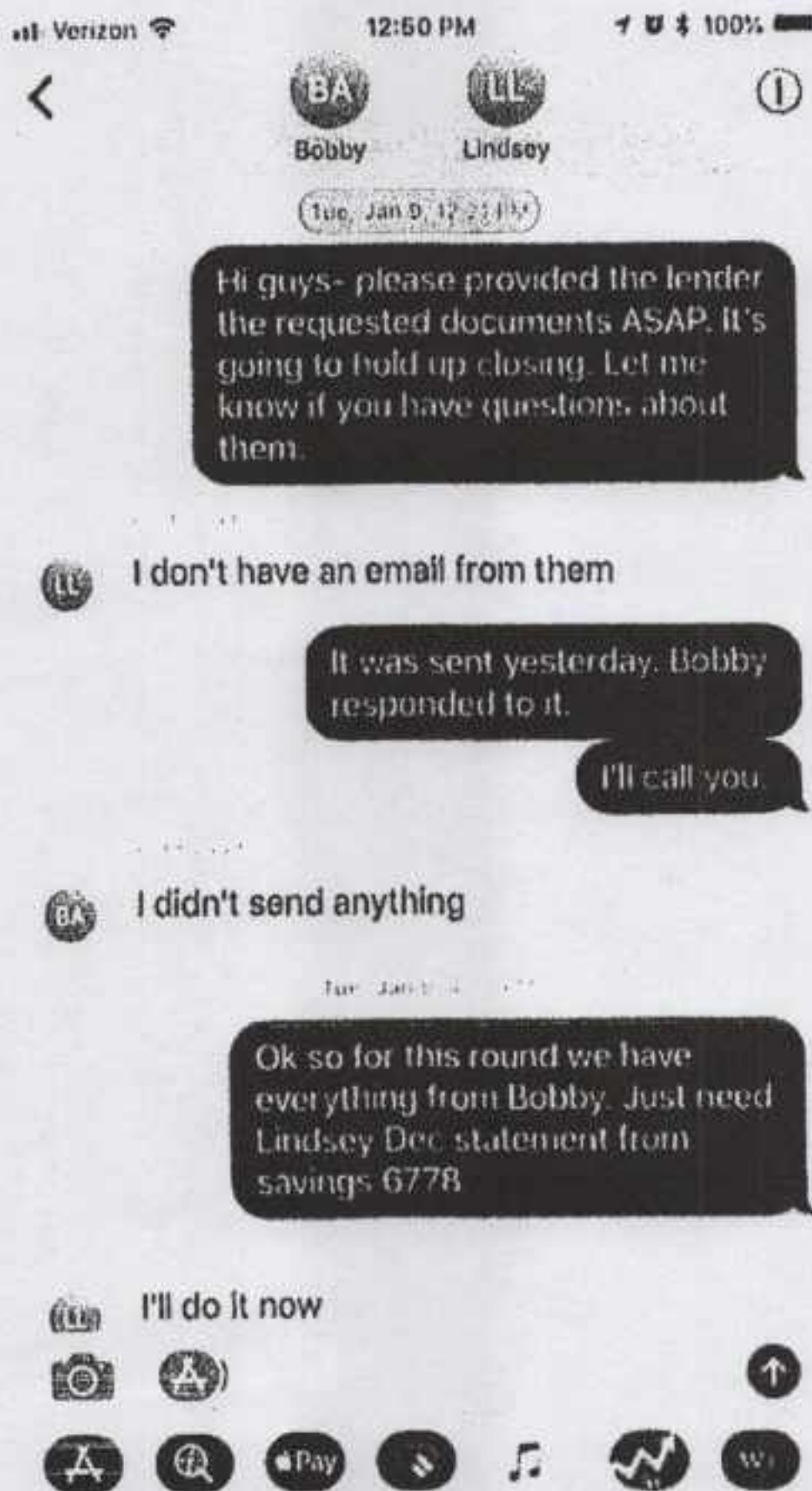
She said we should be closed although I explained in the previous text that the 12th would be earliest.

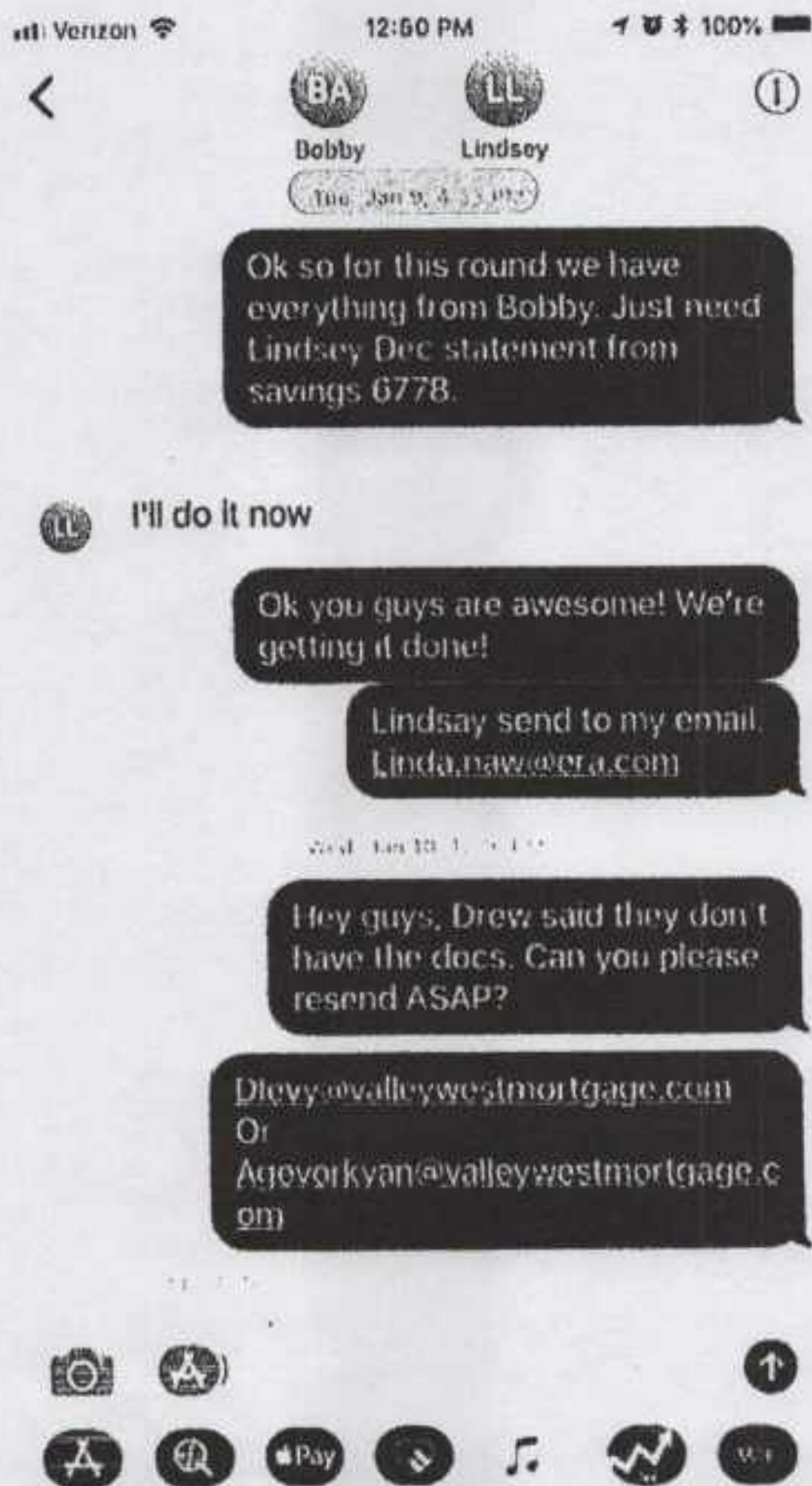
EXHIBIT 2

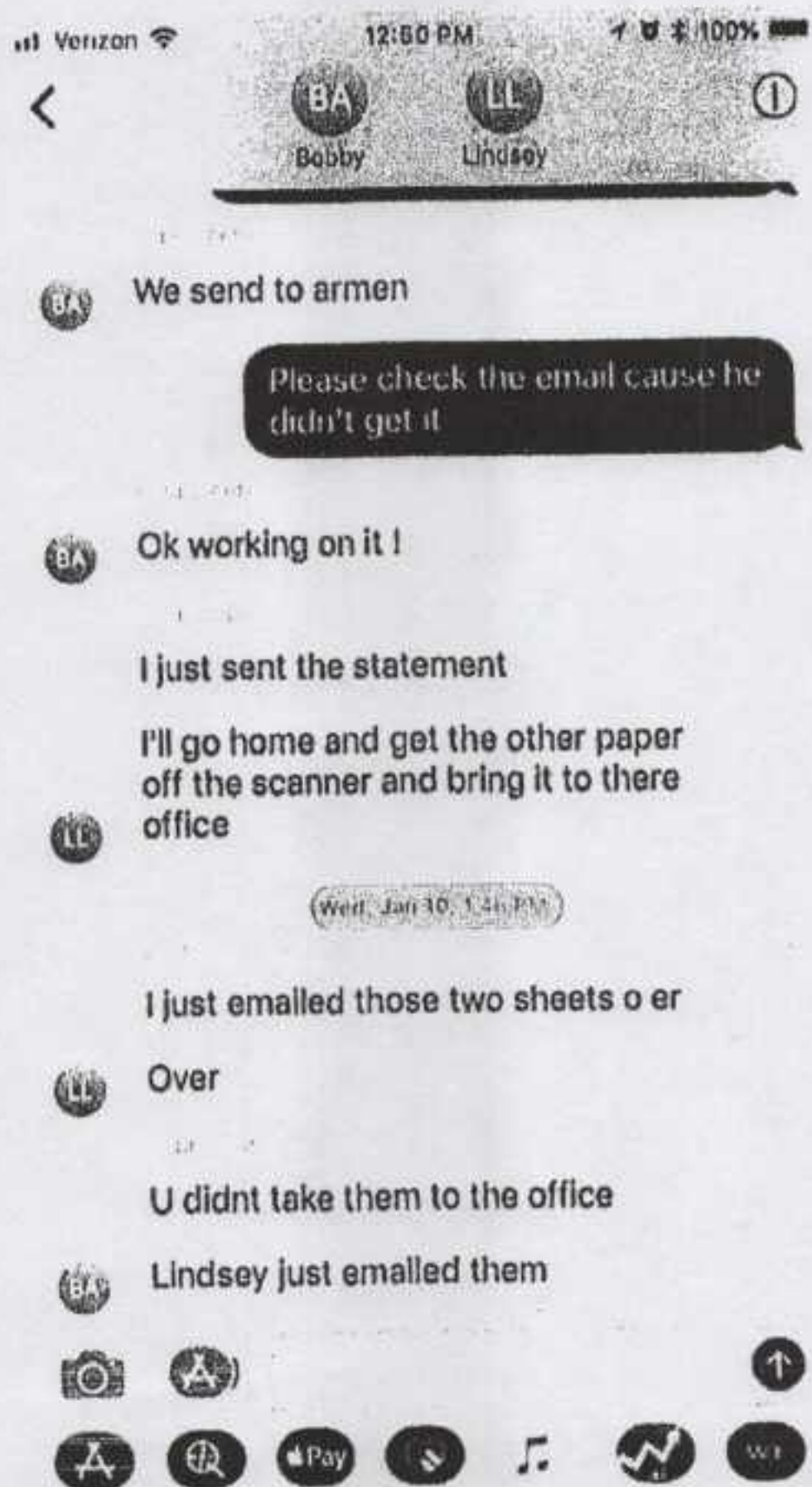
Linda Naw | ERA Brokers Consolidated

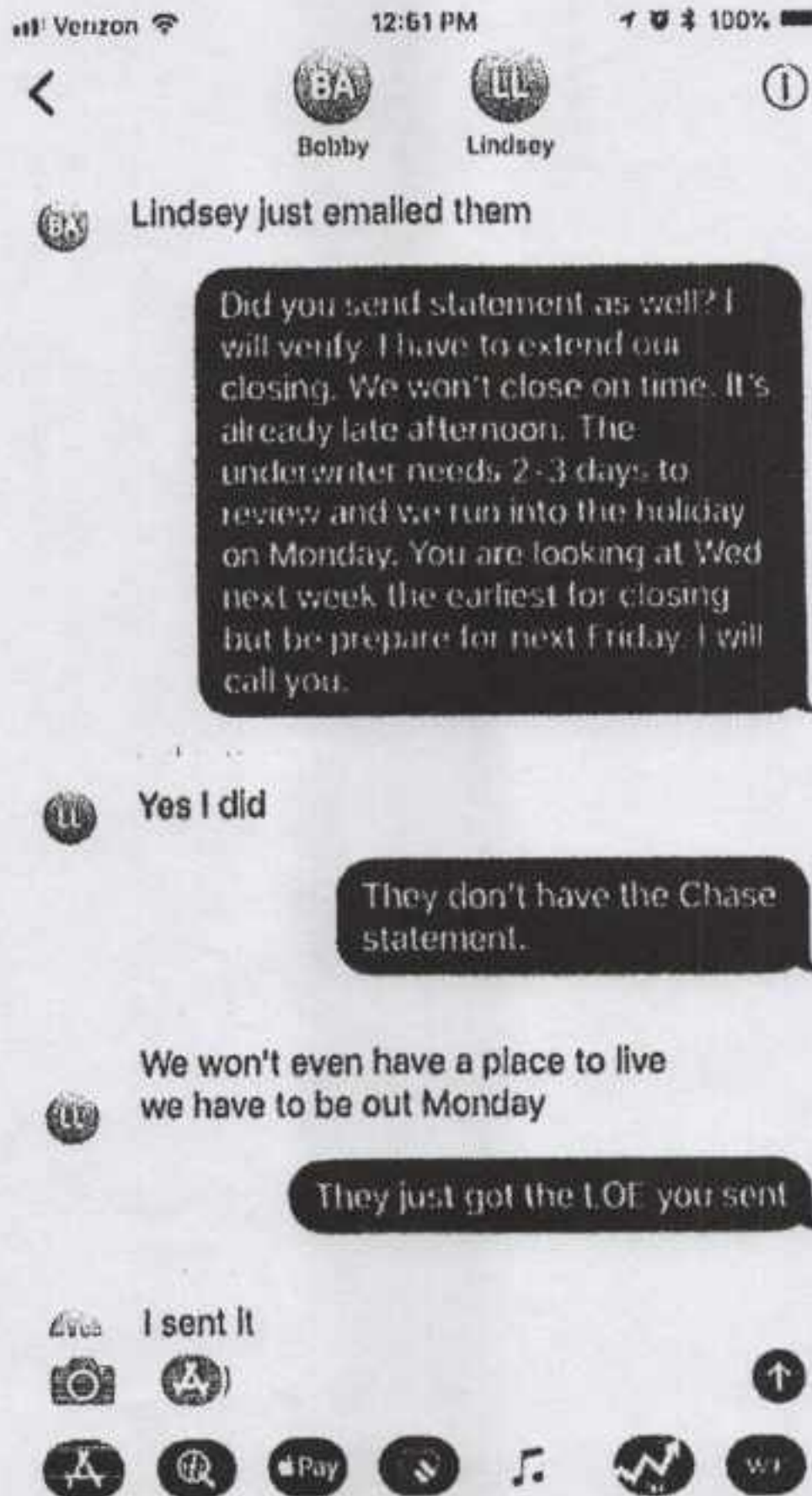
Evidence
Antee vs. Naw

P-18

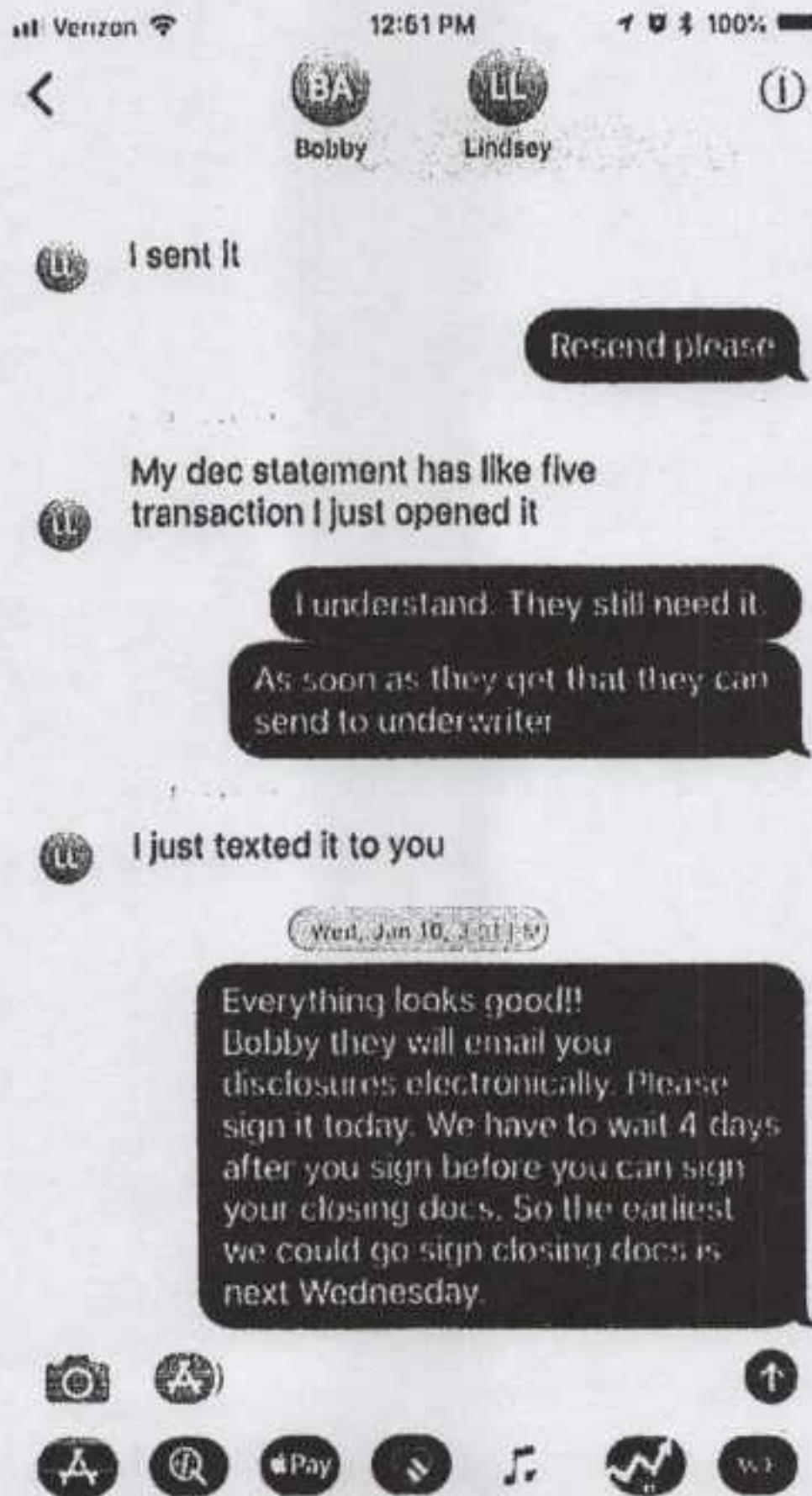








P-22



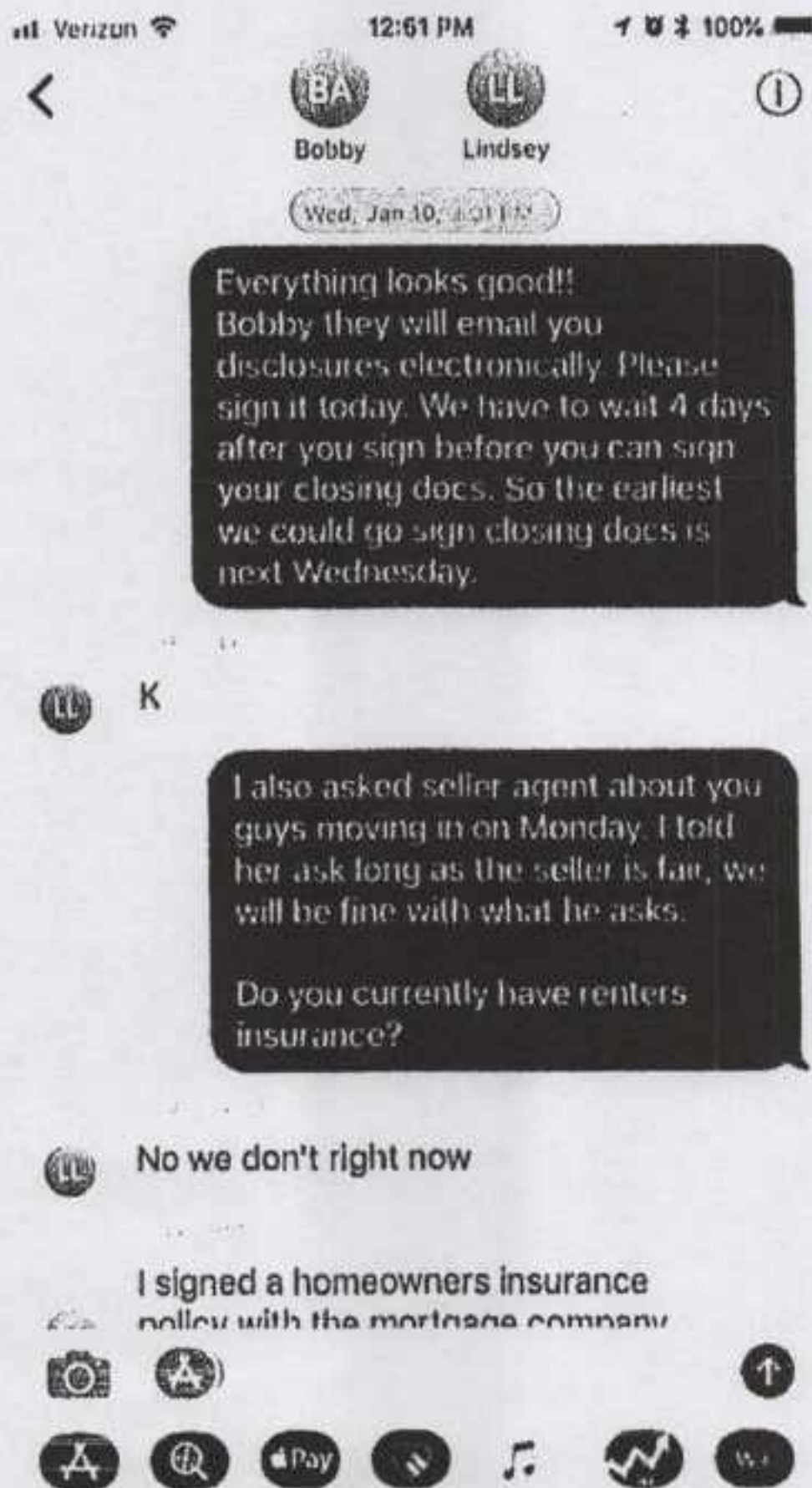
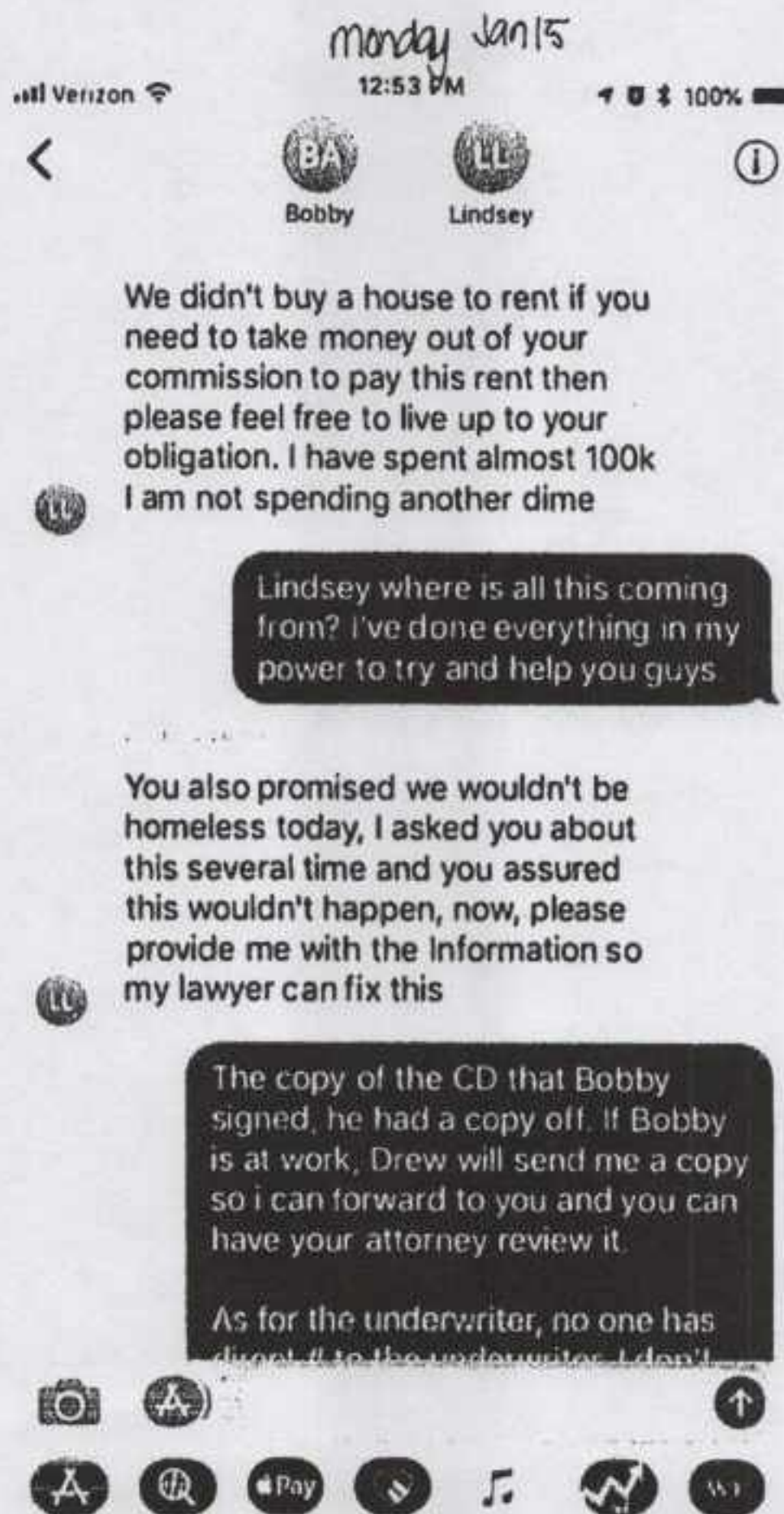


EXHIBIT 3

Linda Naw | ERA Brokers Consolidated

Evidence
Antee vs. Naw

R-25



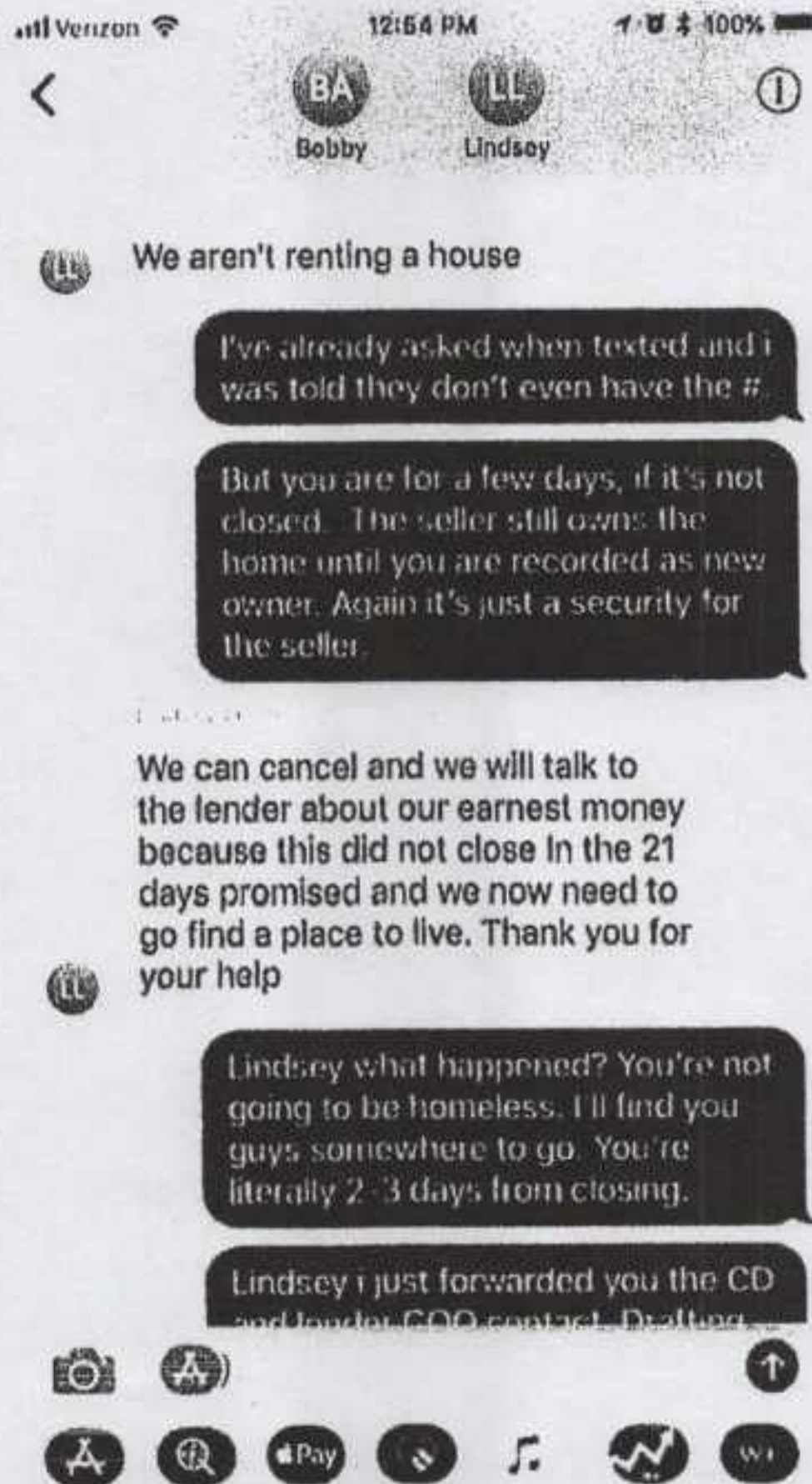
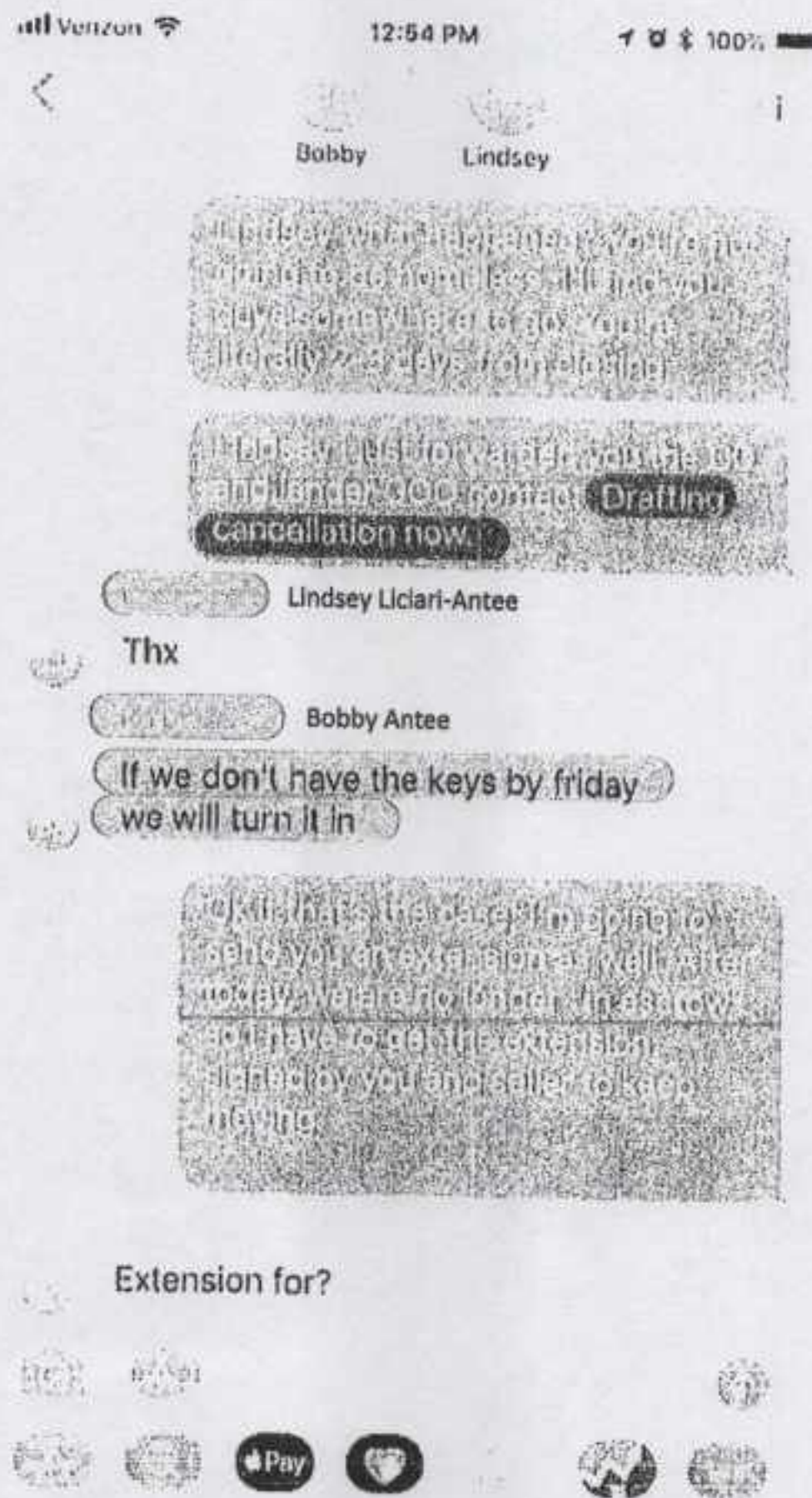


EXHIBIT 4

Linda Naw | ERA Brokers Consolidated

Evidence
Antee vs. Naw

P-28



Linda Naw

From: Linda Naw
Sent: (Monday, January 15, 2018 12:07 PM)
To: (lindseyLicari14@aol.com)
Cc: bobbyantee@gmail.com
Subject: FW: Bobby Antee CD
Attachments: Bobby Antee CD.pdf

Lindsey- attached is the Closing Disclosure that Bobby signed. Below is the phone # for the lender that your attorney can contact.

Valley West Mortgage
(702) 696-9900
Contact: COO JR

Kind Regards,

Linda Naw, 2017 President of the Women's Council of Realtors®



2855 St Rose Parkway Suite 100 Henderson, NV 89052
D (702) 306-3587 F (702) 933-9046
Linda@NawRealEstateGroup.com | LindaNaw.com

Assistant: Marie Mickelson
D (702) 966-6018 | Marie@NawRealEstateGroup.com

See how Women's Council of REALTORS® can help you serve your client better. Join us today at wcr.org

I am an advocate for funding more money to childhood cancer research. Join me in giving these children a chance for tomorrow. Donate today to Combat for a Cure Foundation"
www.combatforacure.org



Combat for a Cure Foundation is officially a proud research partners with St Baldrick's Foundation.

From: Drew Levy [mailto:dlevy@valleywestmortgage.com]
Sent: Monday, January 15, 2018 11:58 AM
To: Linda Naw <Linda@NawRealEstateGroup.com>
Subject: Bobby Antee CD

Hi Linda,
Attached is a copy of Bobby Antee's CD. As previously discussed, these are not the final title fees. Fees are subject to change.

Please let me know if you have any further questions.



Drew Levy
Call Center Supervisor

VALLEY WEST MORTGAGE

9580 West Sahara Avenue, Suite 200 | Las Vegas, NV 89117
Tel (702) 696-9900 ext: 107 | Toll Free (888) 931-9444 | Fax (702) 436-2400

[website](#) | [map](#) | [email](#)

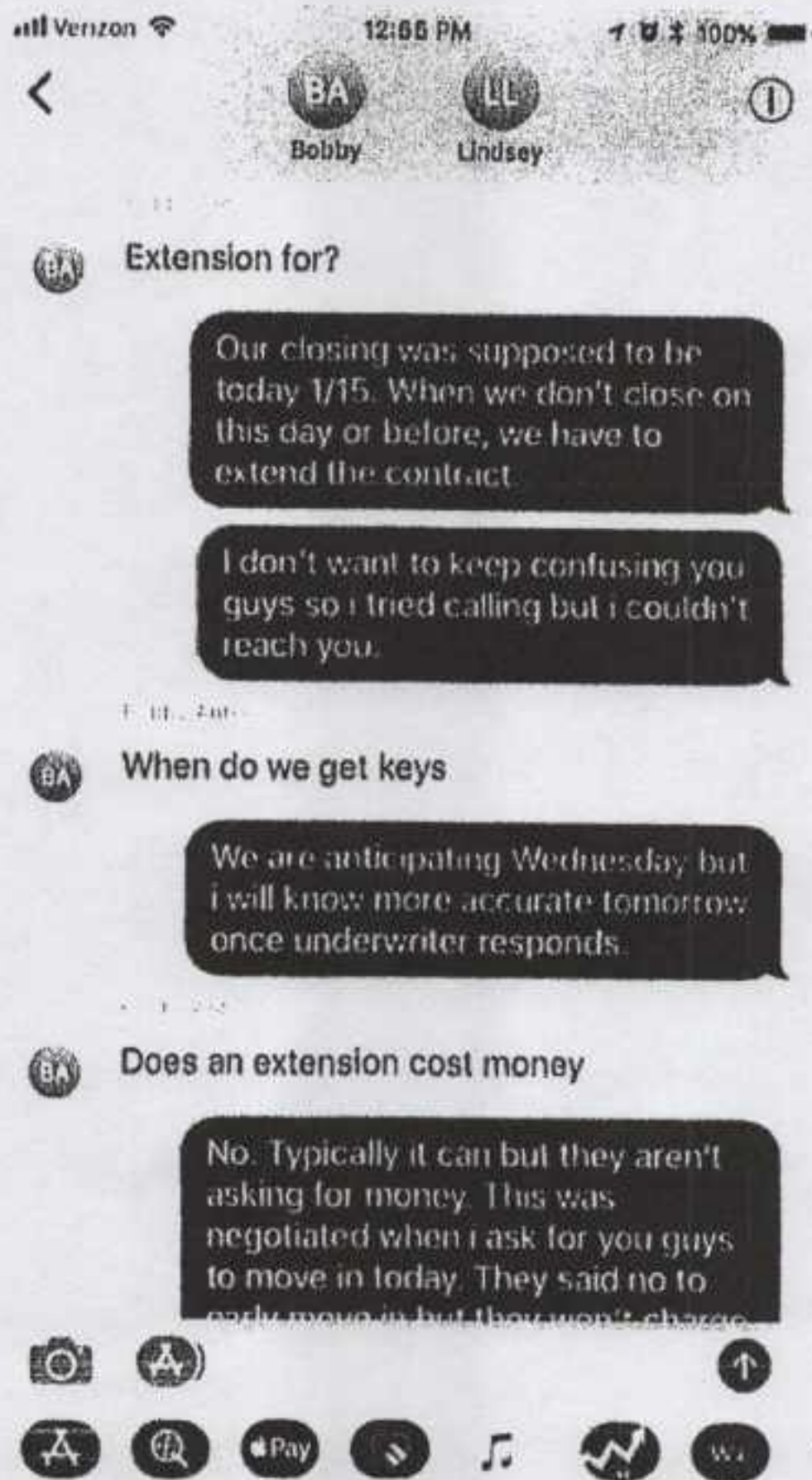


MORTGAGES WITHOUT OBSTACLES

► **Get a Quote**

NMLS company number: 65506 | [Send Me Files Securely!](#)

Confidentiality Note: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Valley West Mortgage or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession.



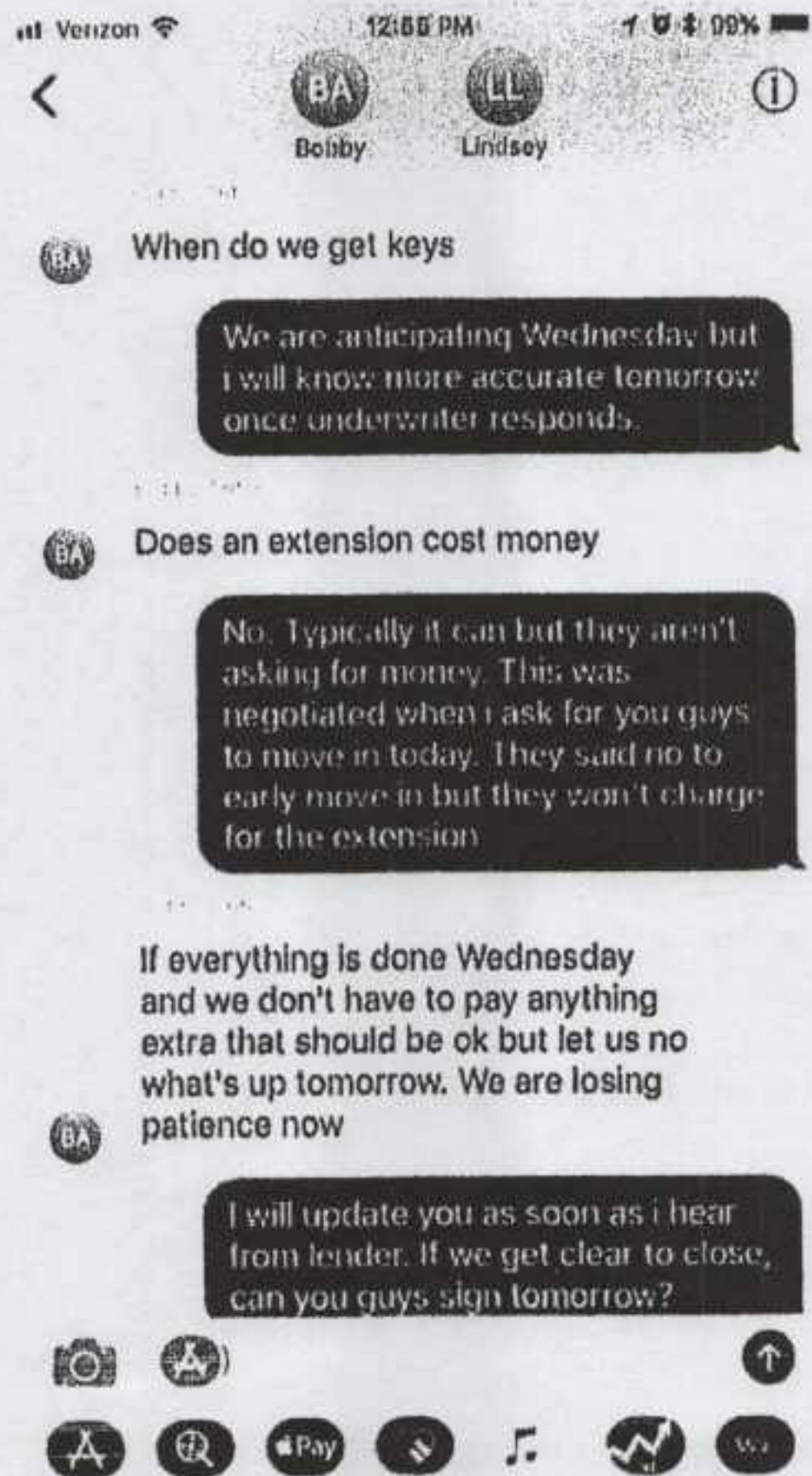
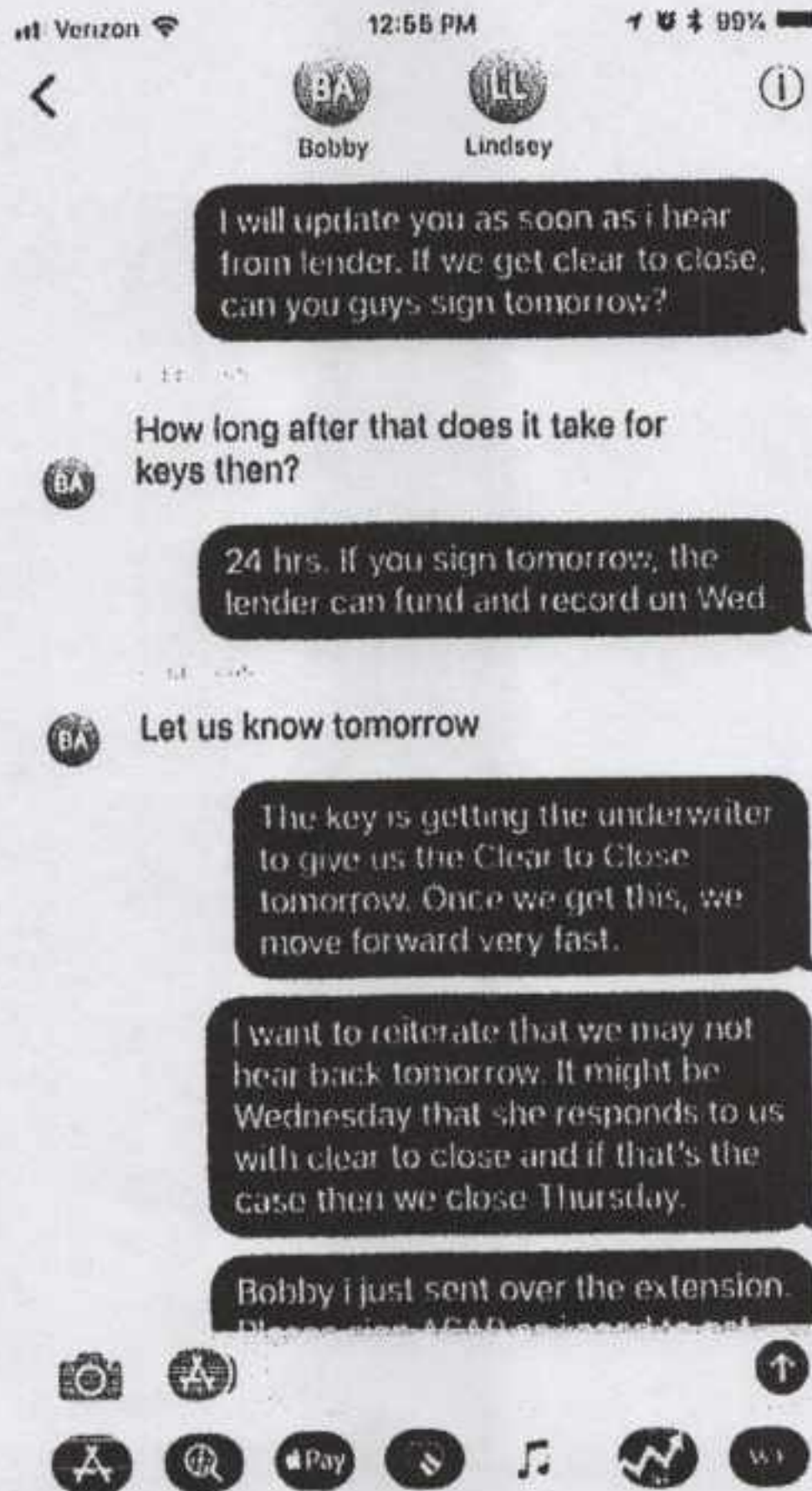


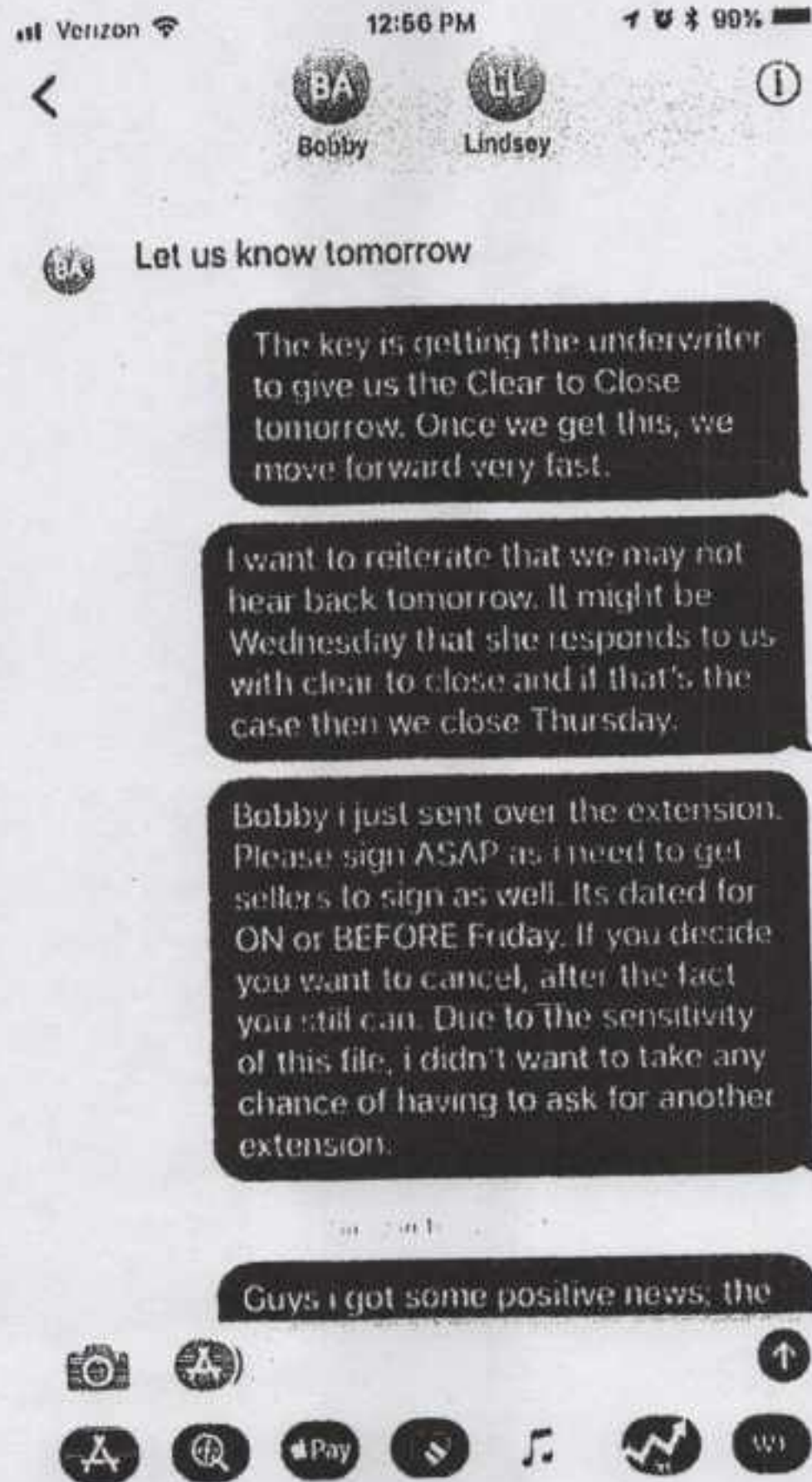
EXHIBIT 5

Linda Naw | ERA Brokers Consolidated

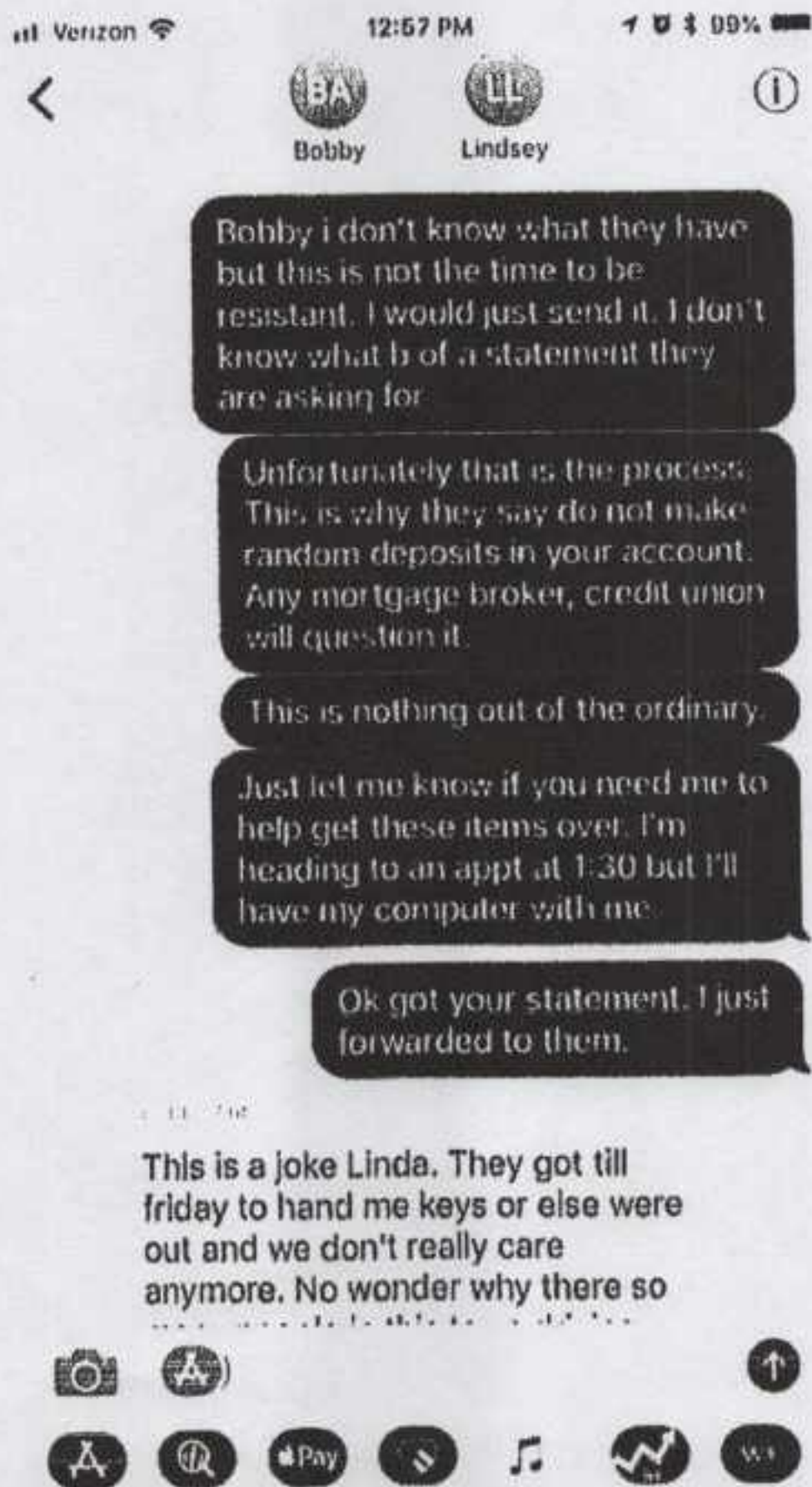
Evidence
Antee vs. Naw

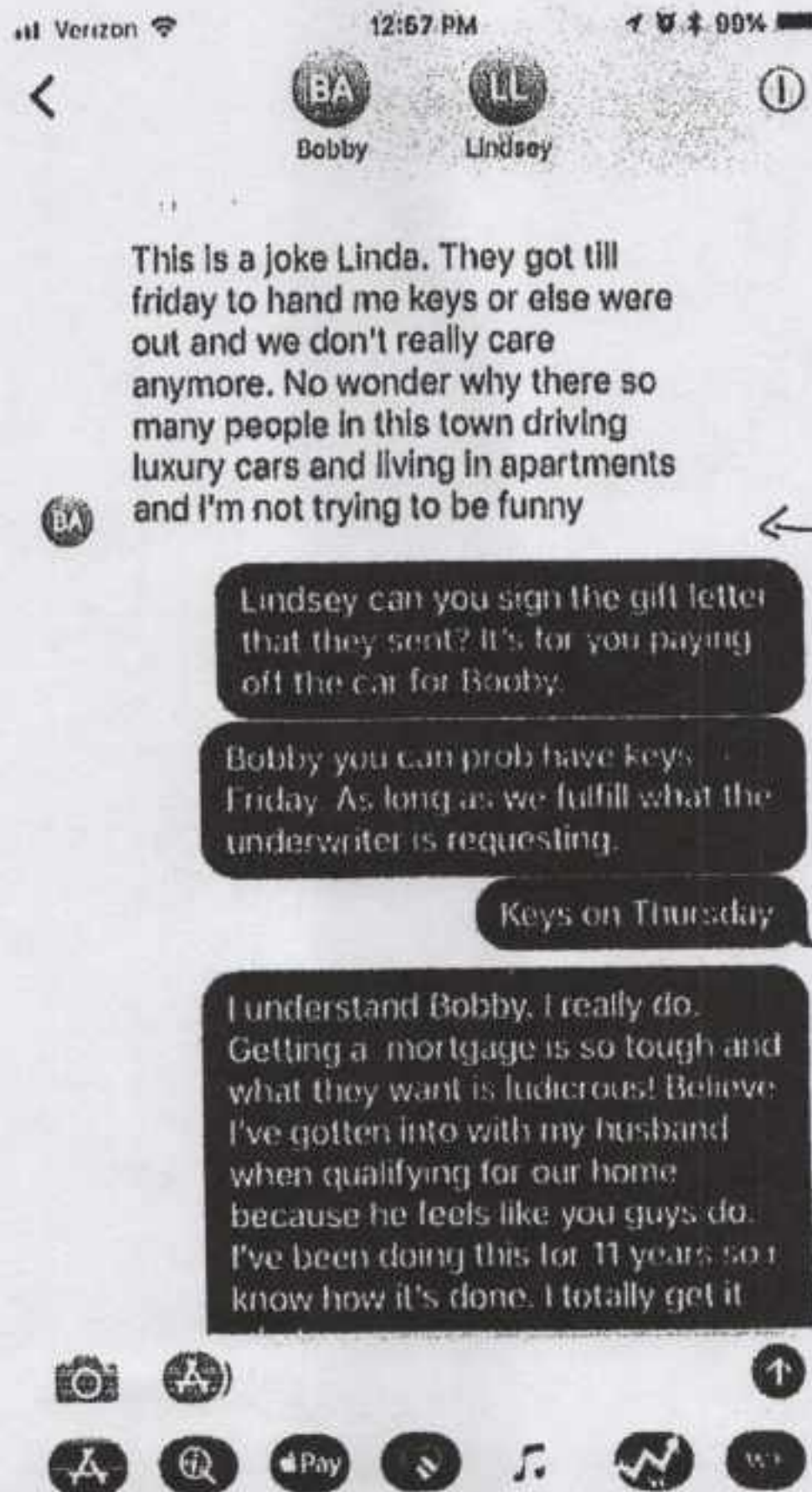
R-34











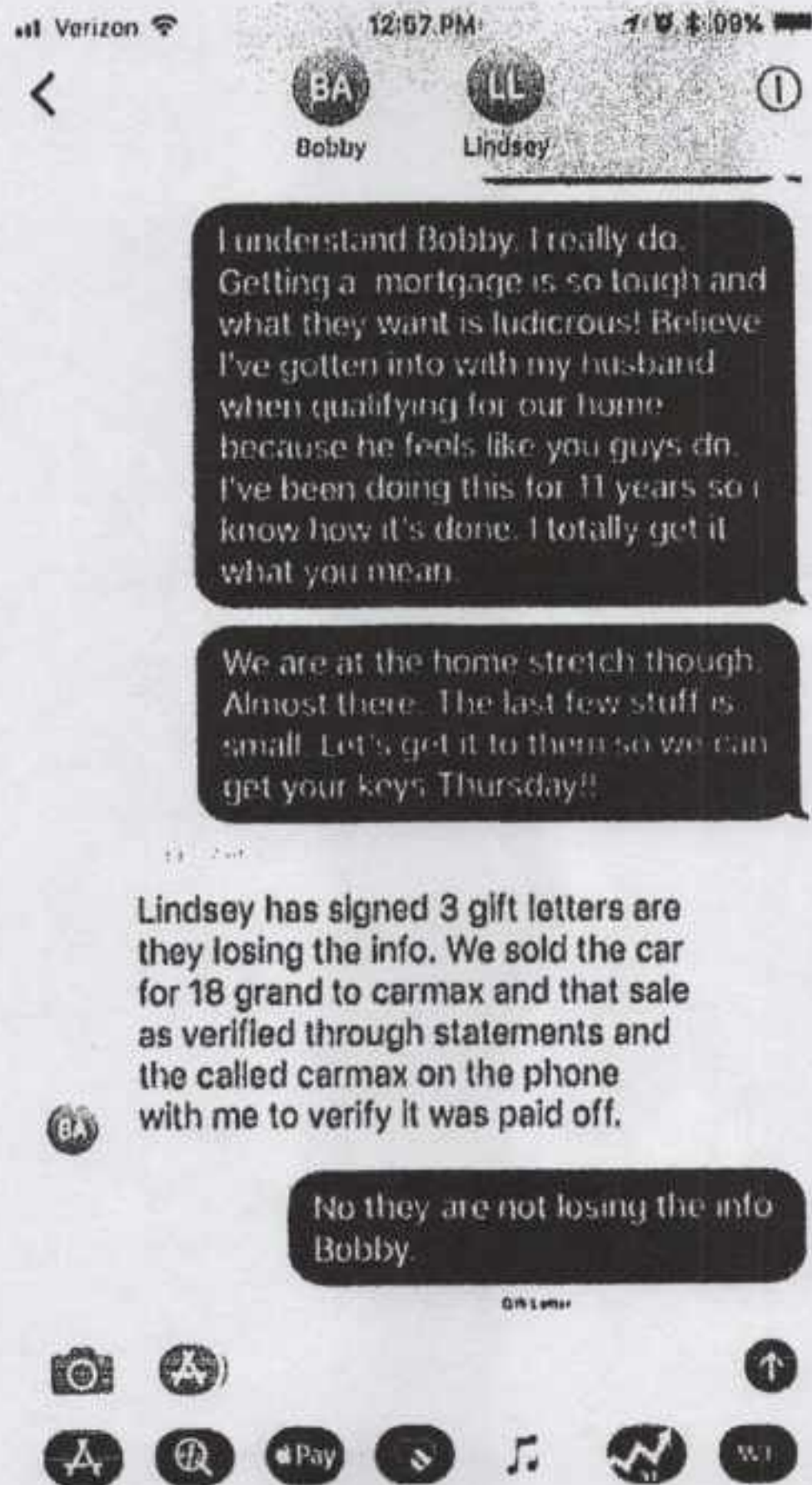
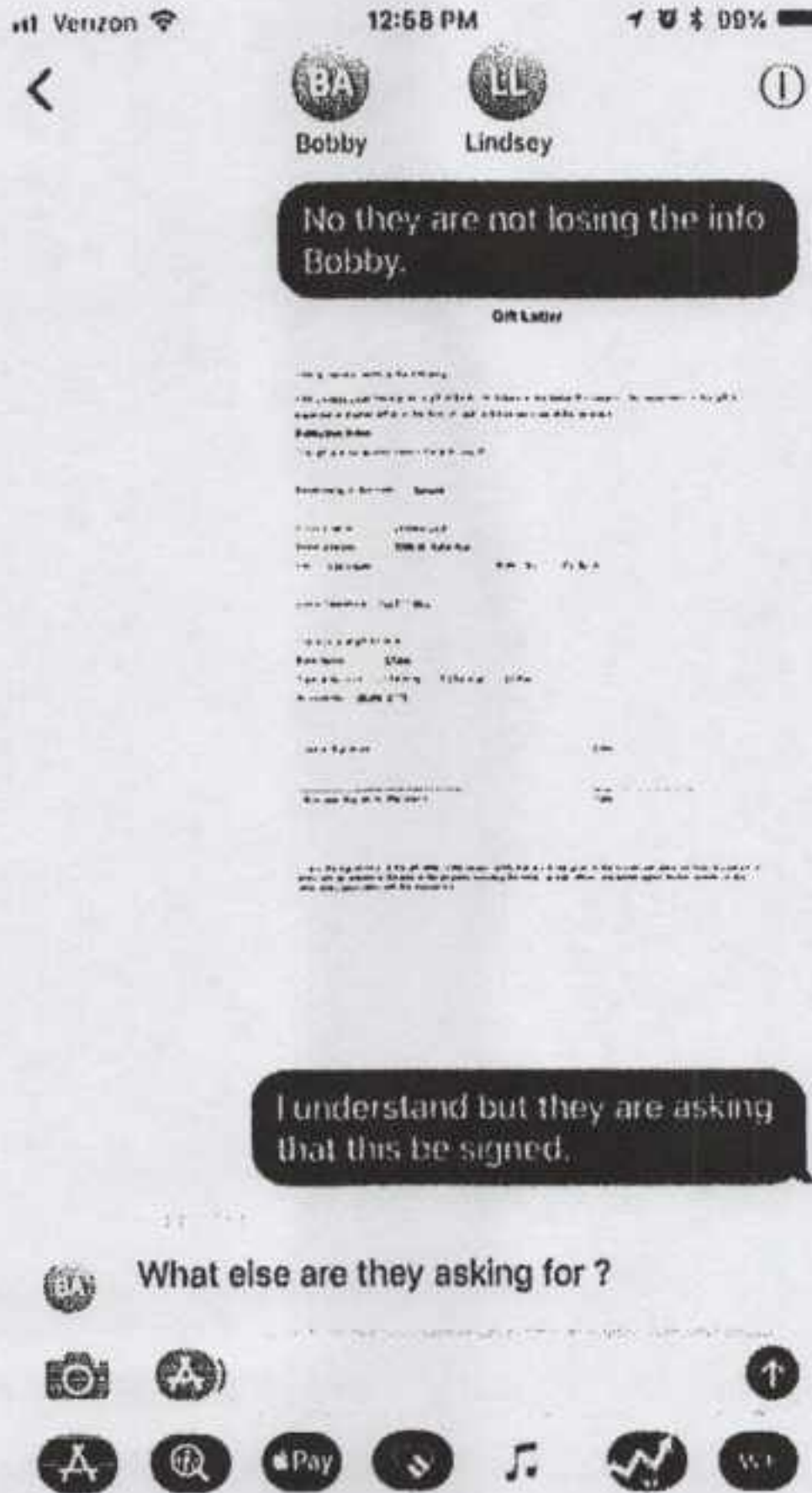


Exhibit #5



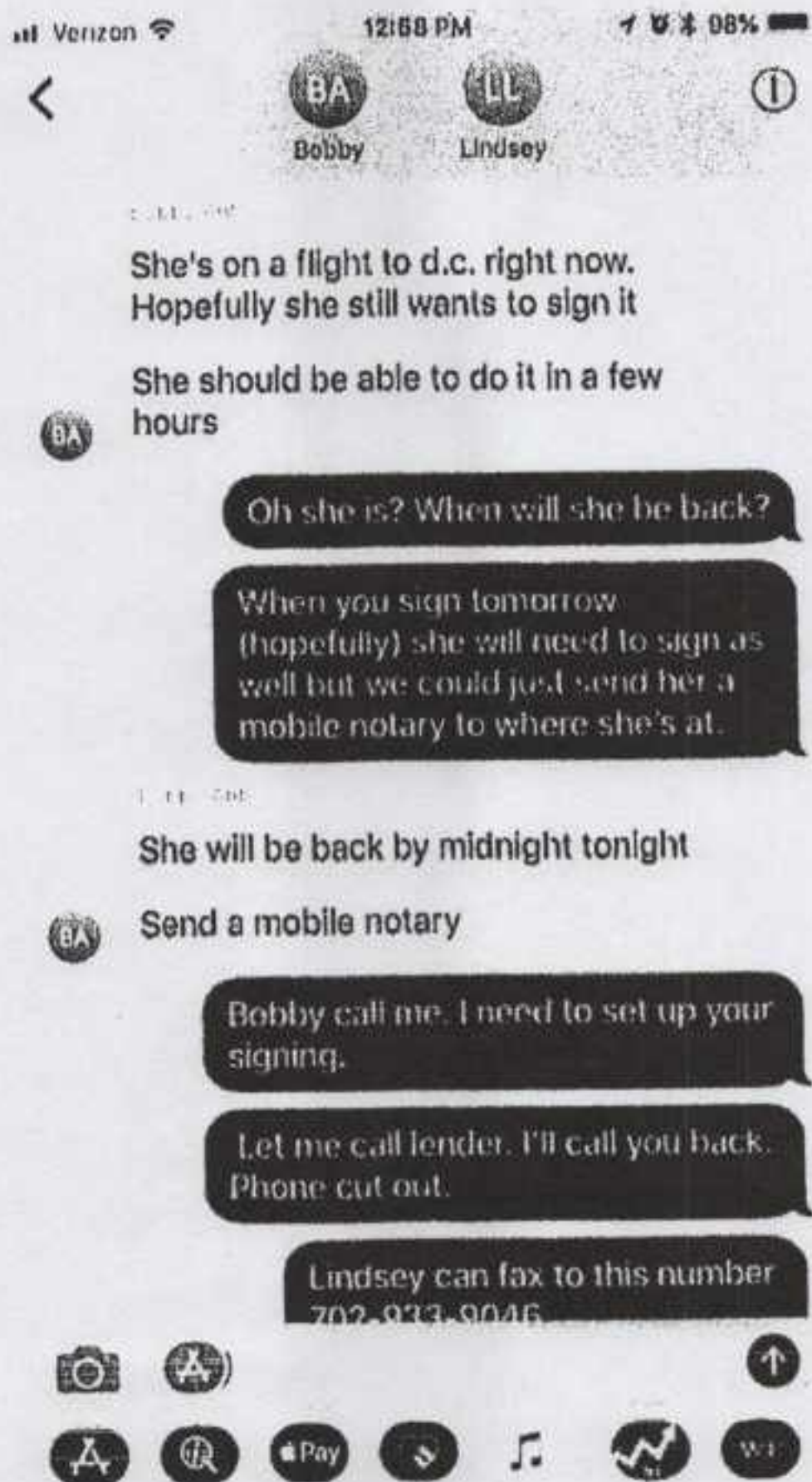
R-41

EXHIBIT 6

Linda Naw | ERA Brokers Consolidated

Evidence
Antee vs. Naw

R-42



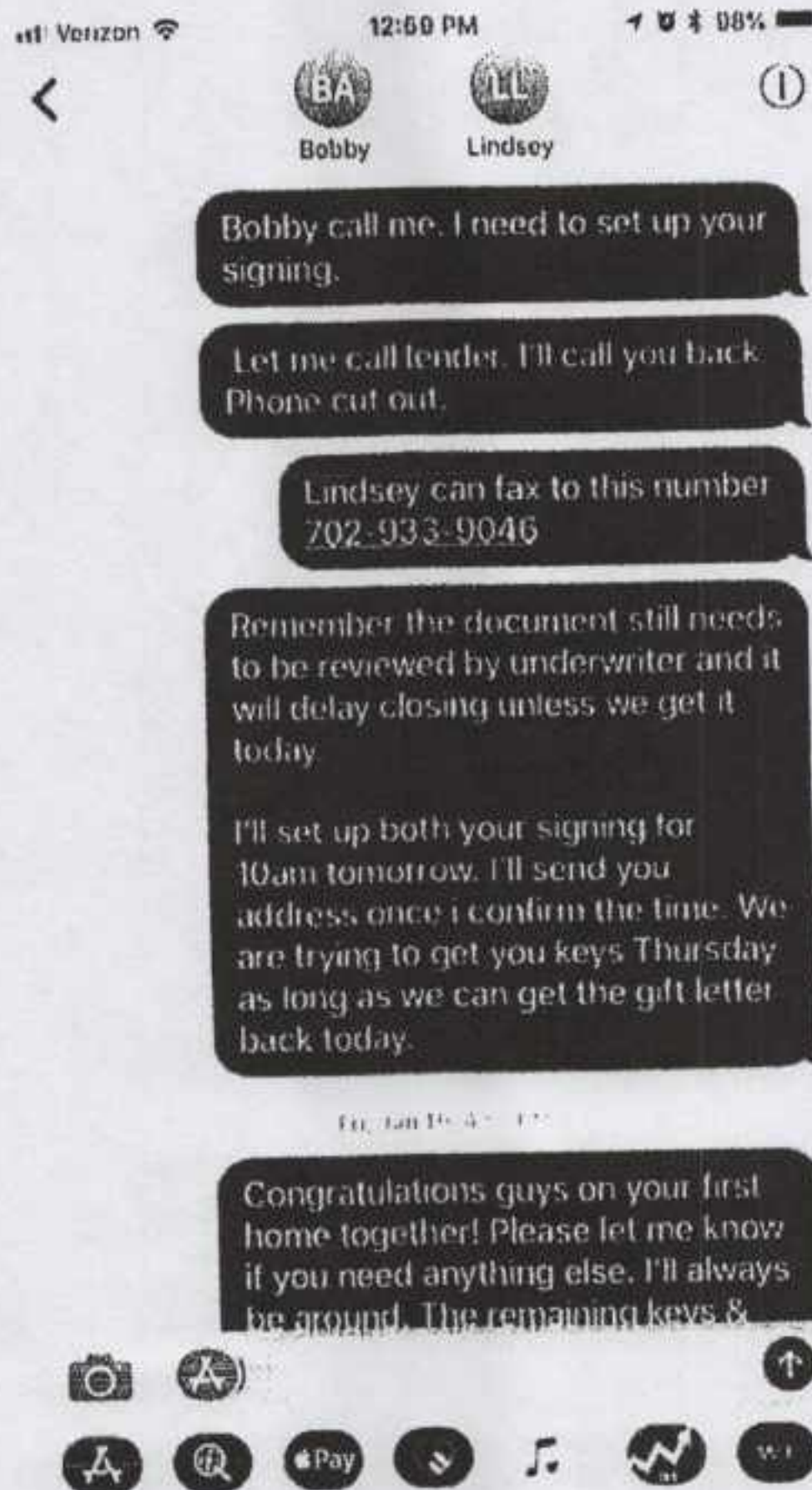


EXHIBIT 7

Linda Naw | ERA Brokers Consolidated

Evidence
Antee vs. Naw

P-45

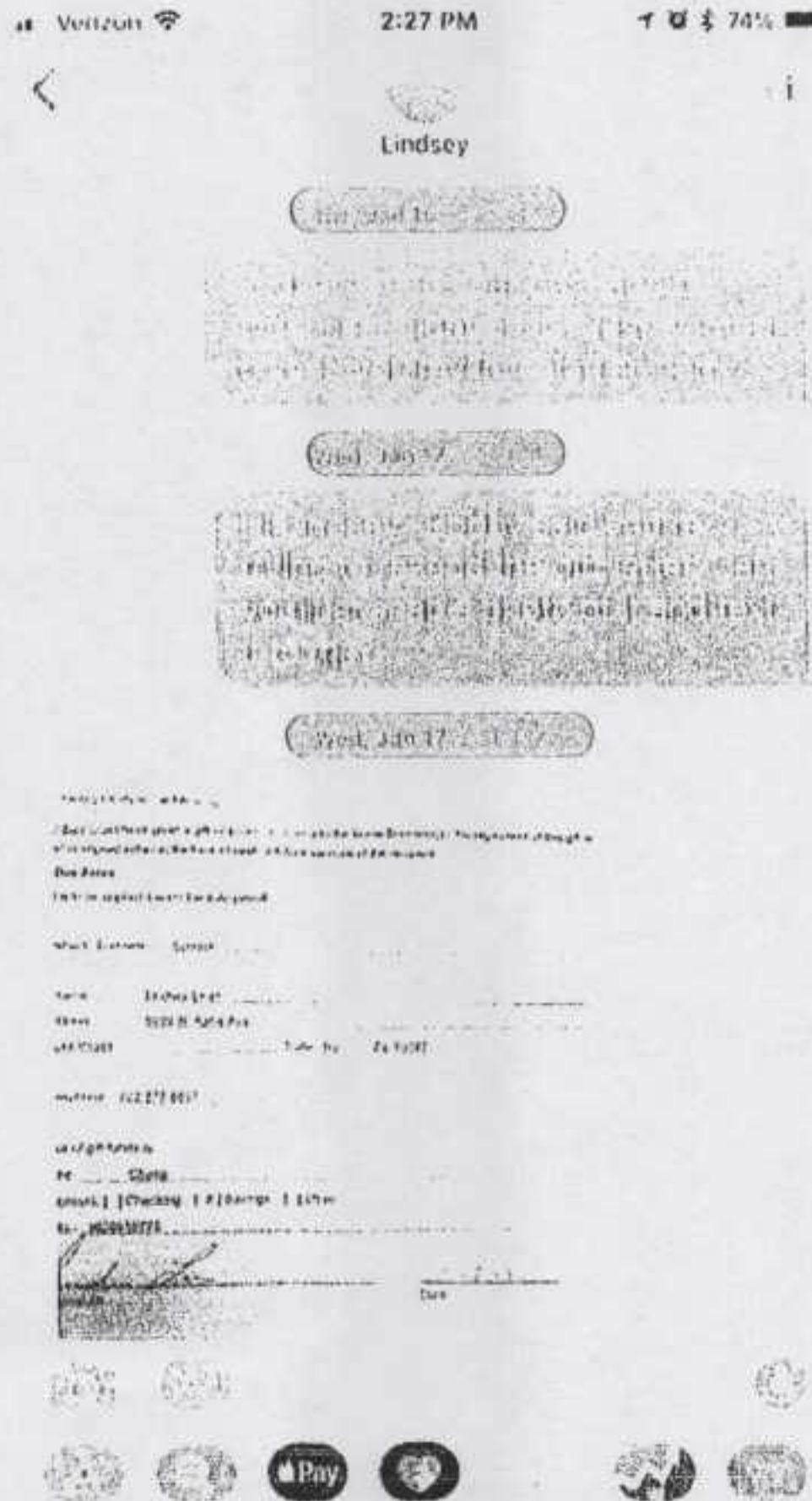


EXHIBIT 8

Linda Naw | ERA Brokers Consolidated

Evidence
Antee vs. Naw

R-47

Inet #: 20180119-0001324

Fees: \$40.00

RPTT: \$0.00 Ex #: 006

01/19/2018 12:06:10 PM

Receipt #: 3301102

Requestor:

NATIONAL TITLE COMPANY

Recorded By: OSA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Ofc: ERECORD

A.P.N. # 176-20-413-076
Escrow No. 17009321-003-NB1
R.P.T.T. Exempt #5

Recording Requested By:

National Title Co.

Mail Tax Statements To: *Same as below*
When Recorded Mail To:

Bobby Dee Antee
9564 Scorpion Tract Ct
Las Vegas, NV 89178

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged,

Lindsey Licarl spouse of grantee

does hereby Grant, Bargain, Sell and Convey to

Bobby Dee Antee a married man as his sole and separate property

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

FOR LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

SUBJECT TO:

1. Taxes for fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.
3. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

The undersigned, by his/her execution of this Deed, does hereby acknowledge and agree that he/she shall forever relinquish any and all rights, title and interest he/she may have had in and to the subject property by means of Community Property Law.

See page 2 for signatures of Grantor(s) and Notary Acknowledgment

Escrow No. 17009321-003-NB1
Grant, Bargain, Sale Deed...Continued

Dated this 17 day of January, 2018

Lindsey Licari
Lindsey Licari

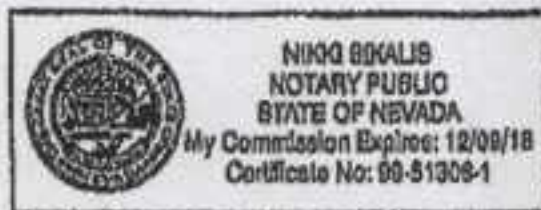
State of Nevada

County of Clark

This instrument was acknowledged before me on 1/17/18

by: Lindsey Licari

Signature: [Signature]
Notary Public



Escrow No. 17009321-003-NBI

EXHIBIT "A"
Legal Description

Parcel One (1):

Lot Seventy Six (76) in Block Five (5) of SOUTH MOUNTAIN LOT "B", as shown by map thereof on file in Book 123 of Plats, Page 55, in the Office of the County Recorder of Clark County, Nevada.

Parcel Two (2):

A non-exclusive easement for ingress, egress, use, 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).

EXHIBIT 9

Bobby Antee Letter

Linda Naw | ERA Brokers Consolidated

Evidence
Antee vs. Naw

R-51

July 17, 2018

To whom to may concern,

My name is Bobby Antee. I am writing this letter to let you know my experience with our realtor Linda Naw against the false claims of my wife Lindsey Antee. Lindsey and I was referred to Linda through a friend of the foundation Aydens Army of Angels. From the beginning, Linda took us around to look at homes all over Las Vegas. She had so much patience with us, helping with whatever were looking for in the price range we could afford and answering any questions we had. We ended up finally finding a home we liked and thought it be great for us. The seller wanted more money than what it was listed for and Linda advised us to just keep looking as they were asking for too much but we wanted the house even though it was more than we initially planned on spending so she helped us get our offer accepted and we were happy!

As first-time buyers going through the home buying process was a long and frustrating experience with all the paperwork that was asked from the lender. My wife knew she couldn't be on the loan due to her credit but she was the one that was putting the down payment. On paper I don't make a lot of income because I'm a tipped employee so we knew we had put a huge down payment. I was only qualified for \$200k and the house was \$256k. The plan was to buy our starter home and stay in it for 2 years so she can file her bankruptcy then we would move into something more spacious. This was our plan. We decided to invest in a home rather then pay \$20k in rent to an apartment.

The mortgage company after running my credit said that I would have to sell my car in order to get qualified. Then right before the closing they told us that we had to pay off my student loans and 2 credit cards which came out a little 11k. My car was upside down \$4000 which my wife paid off. The student loans came out of the down payment from the house. Lindsey had to sign multiple gift letters for the money she gave me for the house. It was very frustrating on our end but this had nothing to do with Linda. She was great in being an assistant and answering questions. She had to step in and help us get all the correct paperwork to the lender so we could close on our home.

The week of closing Lindsey was starting to get worried because the mortgage company hadn't called us with our approval and kept asking us for the same statement and gift letters. So she told me to deal with it. I told her to be patient that we were getting the house and not to worry so much. Linda and I communicated about our loan and closing through our group text until the end. Lindsey can't say she knew nothing about this. I went into the title company alone because she didn't want to go. Linda told us that we both needed to sign regardless if Lindsey was on the loan or not because we were married. She said she can send Lindsey a mobile notary. While I was there at the signing she sent me a contract for repayment of \$75K for the down payment and my debts if we were to get divorce. I don't know where she came up with \$75K. The total down payment and my debt repayment was a total of \$65k plus the car of \$4000. This made me feel very weird and confused to why my new wife would send me such a letter. In my mind and heart I knew Lindsey was my wife and I wasn't going to divorce her. In my mind I took vows and I would fight through all our issues no matter what so I signed her demand to pay her back. After I signed the paperwork for the house, I took the wire instruction to her office and told her that we would be homeowners all we had to do was wire the 62k over the bank. I left the wire instructions with her and I went to work. She later texted me and said its done. She went on her own to the bank. If she didn't want the house, she shouldn't have wired the money. After Lindsey wired the money, Linda checked on us to see how we were doing. I told her we weren't doing good so she told me

that we could still change our mind and cancel but she wouldn't be able to save our earnest money. I made the decision to keep moving forward.

We are currently going through a divorce right now and I am moved out of the home we bought. Lindsey is making outrageous claims and slandering me and Linda on social media. She's telling people that Linda and I were working together to buy the house with her money without putting her on the deed, like we were out to scam her. I barely knew Linda when we were buying the house I was doing what my wife and I had planned together! Because of her posts, her followers were sending me death threats and harassing me. Lindsey has even gone as far as to delete all text messages from my phone during the time we were buying the house because she knows she is lying. She knows that her and I agreed to do this together. I don't understand her problem with the deed. We are married and that house is ours. Although I didn't put the down payment, I am the only person paying all the bills with the house. Linda explained to me that all we need to do is go to the title company and do a quit claim to add her to the deed. If we were to stay married, I would have no problem going to add her name to the deed but everything is now being handled through my attorney. Linda isn't the only person Lindsey has had an issue with. She's has had issues and complaints with her son's doctors, her family, make a Wish foundation, St Jude etc. She's even had an issue with a cancer family she was supposed to be helping. It's all on her facebook page. If you have any questions in regards to my letter please call me at 702-578-5372.

Bobby Antee

A handwritten signature in black ink, appearing to be 'Bobby Antee'. The signature is stylized, with a large 'B' and 'A' followed by a horizontal line and a loop.

EXHIBIT 10

Linda Naw | ERA Brokers Consolidated

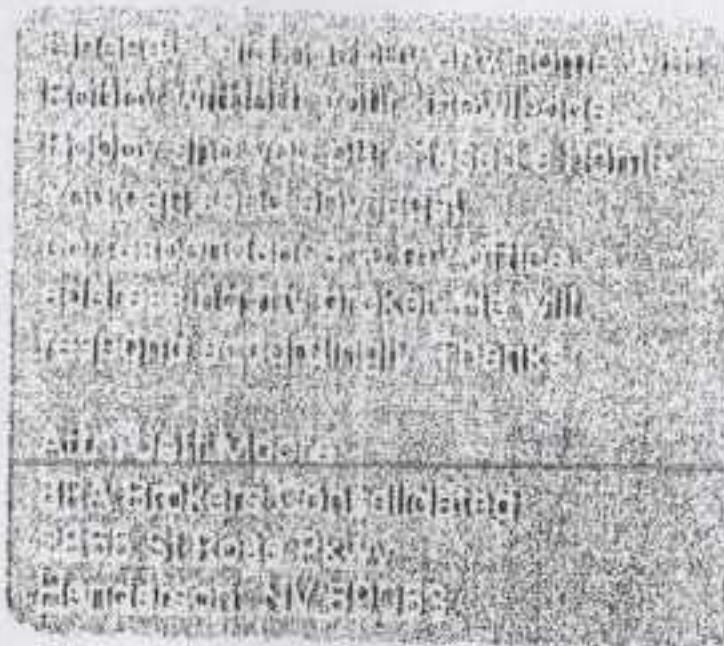
Evidence
Antee vs. Naw

R-54

Verizon 2:28 PM 74%
Lindsey

June 26, 2018

I see you and Bobby bought this house without me on the deed while we were married without my knowledge and with my money. I will be reporting you and filing a suit



I definitely will and no I have every message you sent and you will be



R-55

EXHIBIT 11

Linda Naw | ERA Brokers Consolidated

Evidence
Antee vs. Naw

R-56

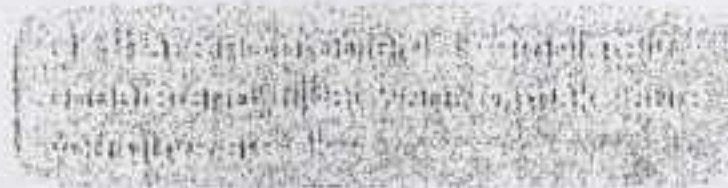
Verizon 2:27 PM 75%



Lindsey

Mon Jan 2 10:05 AM

Good morning, I'm so sorry about Bobby, he is just excited and frustrated but he will be fine. I explained things to him and I don't think he wants to meet. We can just wait until we are ready to sign paperwork to meet

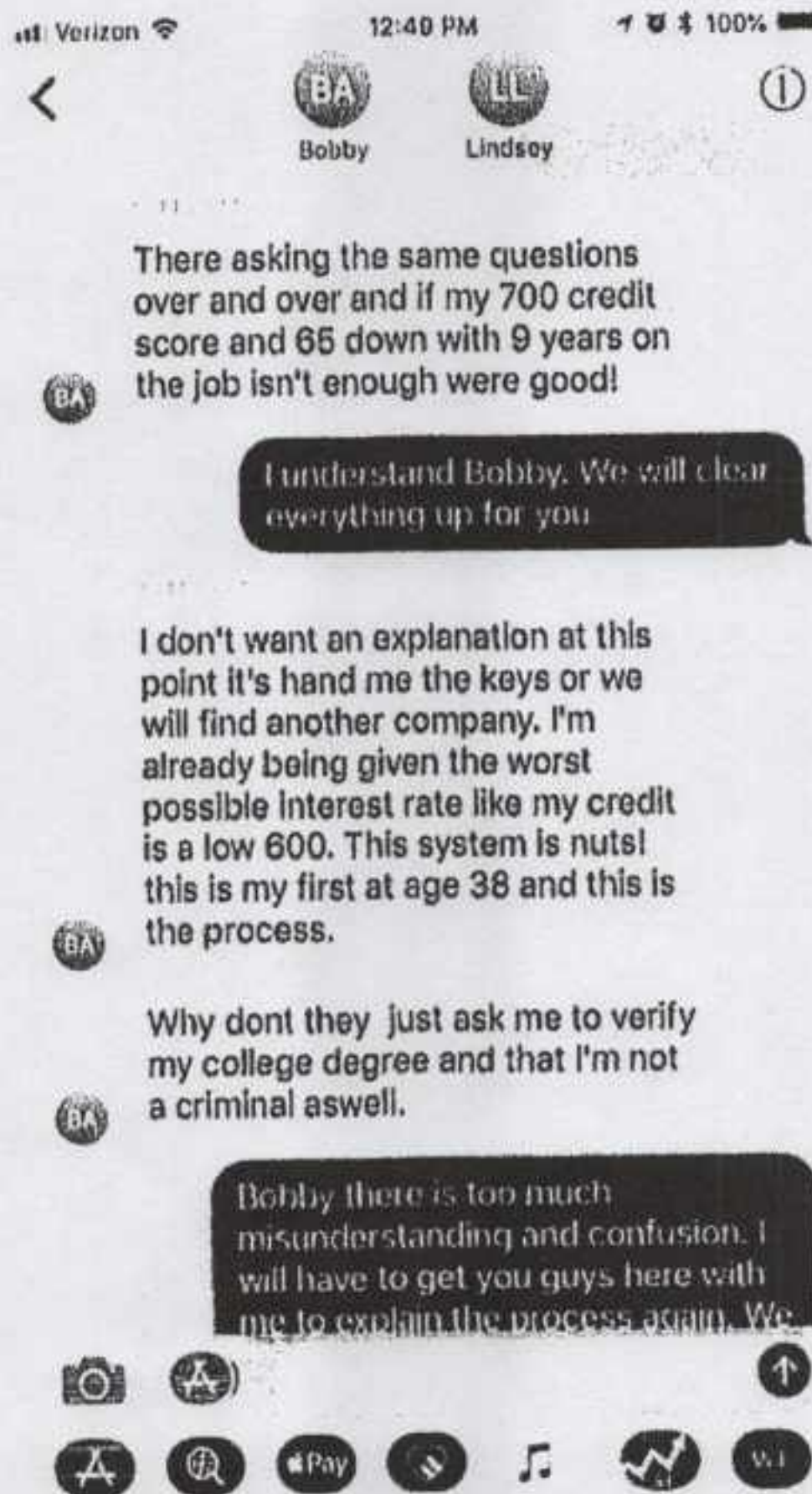


Yea we are fine

Was interrupted by your video call
Please from 11:00 to 11:30



R-57



R-58

Verizon 12:40 PM 100%

BA Bobby LL Lindsey

Bobby there is too much misunderstanding and confusion. I will have to get you guys here with me to explain the process again. We are scheduled to close 1/15/18 but due to 1/15 landing on holiday it will be either 1/12 or 1/16

They keep asking my about the same deposits everyday! I've given all of the paperwork several times. Now there asking about my tips I deposit with source. So I'm gonna have to get signatures from my guests now?

I understand:) we will get it handled.

Hi guys- please provided the lender the requested documents. ASAP. It's going to hold up closing. Let me know if you have questions about them.



R-59

Exhibit B

Exhibit B

R-60

Garrett R. Chase

Subject: FW: Home Loan - Docs Needed ---ANTEE-NAW Case
Attachments: Gift Letter \$4060.pdf; LOE _ Large Deposit \$15,200 BofA xx1099.pdf
Importance: High

From: Armen Gevorkyan <AGevorkyan@valleywestmortgage.com>
Sent: Tuesday, January 16, 2018 12:47 PM
To: Bobby Antee <bobbyantee@gmail.com>; Lindsey Licari <lindseylicari14@gmail.com>
Cc: Drew Levy <dlevy@valleywestmortgage.com>; Linda Naw <Linda@NawRealEstateGroup.com>
Subject: Re: Home Loan - Docs Needed
Importance: High

Hello,

The underwriter is requesting the following items below. I have attached the two forms that just needs to be signed and dated. Also need the December BofA statement for Savings acct [REDACTED] Please provide them as soon as possible so that we can submit the docs back to the underwriter. Thank You

1. BORROWER TO PROVIDE A FULLY EXECUTED GIFT LETTER FOR GIFT FUNDS IN THE AMOUNT OF \$4,060. USED FOR AUTO PAYOFF. GIFT LETTER MUST INCLUDE THE GIFT DONORS NAME, ADDRESS, TELEPHONE NUMBER, RELATIONSHIP TO BORROWER, THE AMOUNT OF GIFT AND VERIFY THAT REPAYMENT IS NOT REQUIRED. (attached)
2. BORROWER TO DOCUMENT AND SOURCE FUNDS FOR THE DEPOSIT OF \$15,200. ON 11 /17 /17 TO BOFA [REDACTED] (attached)
- 3.) BORROWER TO PROVIDE MORE RECENT, ADDITIONAL AND CONSECUTIVE BANK STATEMENTS FOR BOFA ACCOUNT ENDING IN [REDACTED] REQUIRED TO SUPPORT WITHDRAW OF FUNDS ON 12/22/17 OF \$11,000. (We need the December BofA Statement for Savings acct [REDACTED] from 11/28/2017 to 12/28/2017. The latest BofA Statement we have is through 11/27/2017.)

(Please note that any additional large deposits will need an explanation and to be sourced)



Armen Gevorkyan
Loan Coordinator

VALLEY WEST MORTGAGE

9580 West Sahara Avenue, Suite 200 | Las Vegas, NV 89117
Tel (702) 696-9900 | Toll Free (888) 931-9444 | Fax (702) 438-2400

[website](#) | [map](#) | [email](#)



MORTGAGES WITHOUT OBSTACLES

► Get a Quote

NMLS company number: 65506

Confidentiality Note: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Valley West Mortgage or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession.

R-61

Gift Letter

I/We do hereby certify to the following:

I/We Lindsey Licari have given a gift of \$4060.00 dollars to the below Borrower(s). No repayment of this gift is expected or implied either in the form of cash or future services of the recipient.

Bobby Dee Antee

This gift is to be applied toward the auto payoff:

Relationship to Borrower: Spouse

Donor's name: Lindsey Licari

Street address: [REDACTED]

City: Las Vegas State: NV Zip: 89147

Donor Telephone: [REDACTED]

The source of gift funds is:

Bank Name: Chase

Type of Account: ☐ Checking ☒ Savings ☐ Other

Account No.: [REDACTED]

* Donor Signature

Date

* Borrower Signature (Recipient)

Date

* Upon the signature(s) of this gift letter, I/We hereby certify that any funds given to the homebuyer were not from any person or entity with an interest in the sale of the property including the seller, or loan officer, real estate agent, broker, builder, or any other entity associated with this transaction.

0-107

Please provide an explanation for large deposit?

11/17/2017 - \$15,200 Bank of America account [REDACTED]?

This was a cash deposit.

Bobby Antee

Sign and Date

P-63

Garrett R. Chase

To: Linda Naw
Subject: RE: Need Letter of Explanations for Deposits and Source --ANTEE -NAW case

From: Armen Gevorkyan <AGevorkyan@valleywestmortgage.com>
Sent: Tuesday, January 9, 2018 1:30 PM
To: Linda Naw <Linda@NawRealEstateGroup.com>
Cc: Drew Levy <dlevy@valleywestmortgage.com>
Subject: FW: Need Letter of Explanations for Deposits and Source

Hi Linda,
Here is the initial email that I sent over to Bobby and Lindsey yesterday requesting the attached forms to be complete.



Armen Gevorkyan
Loan Coordinator

VALLEY WEST MORTGAGE

9580 West Sahara Avenue, Suite 200 | Las Vegas, NV 89117
Tel (702) 696-9900 | Toll Free (888) 931-9444 | Fax (702) 436-2400

[website](#) | [map](#) | [email](#)



MORTGAGES WITHOUT OBSTACLES ▶ **Get a Quote**

NMLS company number: 65506

Confidentiality Note: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Valley West Mortgage or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession.

From: Armen Gevorkyan
Sent: Monday, January 08, 2018 12:29 PM
To: 'Bobby Antee' <bobbyantee@gmail.com>; 'Lindsey Licari' <lindseylicari14@aol.com>
Cc: Drew Levy <dlevy@valleywestmortgage.com>
Subject: RE: Need Letter of Explanations for Deposits and Source

Hello,
The underwriter is requesting Letter of Explanations for the deposits in the Bank of America and One Nevada Accounts and the source. Please see attached LOE's to be completed and provide source of deposits. Since the BofA and One Nevada credit cards were paid off prior to closing this is why they are asking for the explanations for the deposits and the source of the funds.

R-64



Armen Gevorkyan
Loan Coordinator

VALLEY WEST MORTGAGE

9580 West Sahara Avenue, Suite 200 | Las Vegas, NV 89117
Tel (702) 696-9900 | Toll Free (888) 931-9444 | Fax (702) 436-2400

[website](#) | [map](#) | [email](#)



MORTGAGES WITHOUT OBSTACLES

► Get a Quote

NMLS company number: 65506

Confidentiality Note: The information contained in and transmitted with this communication is strictly confidential, is intended only for the use of the intended recipient, and is the property of Valley West Mortgage or its affiliates and subsidiaries. If you are not the intended recipient, you are hereby notified that any use of the information contained in or transmitted with the communication or dissemination, distribution, or copying of this communication is strictly prohibited by law. If you have received this communication in error, please immediately return this communication to the sender and delete the original message and any copy of it in your possession.

From: Bobby Antee [<mailto:bobbyantee@gmail.com>]

Sent: Monday, January 08, 2018 9:48 AM

To: Armen Gevorkyan <AGevorkyan@valleywestmortgage.com>

Subject: Paid off in full

R-65

Provide explanation for the following deposits and source in One Nevada Accounts:

12/26/2017 – Deposits of \$199, \$47.00, \$258, \$21 in Primary Shares Account?

12/27/2017 and 12/28/2017 – Deposits of \$230, \$25, and \$145 In Primary Shares Account?

12/14/2017 – Deposit of \$3,000 in Free Checking Account?

11/17/2017 – Deposits of \$5000, \$5000, \$900 in Primary Shares Account?

Bobby Antee

Sign and Date

P-666

Provide an explanation for the following deposits and source in Bank of America Accounts:

12/29/2017 – Deposit of \$1,200 in Bank of America Account?

12/22/2017 – Deposit of \$11,000 in Bank of America Account?

11/30/2017 – Deposit of \$1,400 in Bank of America Account?

11/20/2017 – Deposit of \$15,200 in Bank of America Savings Acct [REDACTED] ?

Bobby Antee

Sign and Date

R-67

Exhibit 3



Linda N >

iMessage
Nov 20, 2017, 4:20 PM

Hi Lindsey!

Just making sure you have received
my emails :)

I did, I will sign them all tonight, but
I'm running behind so I will have to
come in tomorrow

This is Linda btw 😊

Lol ok thanks I did get it, sorry I
thought it was the insurance guy

I figured you thought i was someone
else. Let me know if you have
questions. I'm looking forward to
working with you on your new home
and mainly the foundations ❤️

Ok great I'm very excited about this
connection



iMessage



Exhibit 4

Handwriting Expert, LLC

Curt Baggett

Expert Document Examiner

908 Audelia Road, Suite 200-245

Richardson, Texas 75081

Phone: 972.644.0285

Fax: 972.644.5233

cbhandwriting@gmail.com

www.ExpertDocumentExaminer.com

Questioned Document Examiner Letter

Subject: Lindsey Licari

Date: May 30, 2020

I have examined five (5) documents with the six (6) known signatures of Lindsey Licari. For the purpose of this examination I have labeled these exhibits 'K1' through 'K5'.

Today I have compared the signatures of Lindsey Licari on the 'K' documents to the Lindsey Licari signature on the questioned document, identified herein as 'Q1', to determine if the author of the Lindsey Licari signature on the 'K' documents was the same person who authored the name of Lindsey Licari on the questioned document: **GRANT, BARGAIN, SALE DEED in the State of Nevada, County of Clark, Escrow No. 17009321-003-NB1, dated January 17, 2018** and purportedly signed by Lindsey Licari.

An examination of handwriting includes establishing patterns of writing habits to help identify the author. Handwriting is formed by repeated habits of writing by the author, which are created by neuro-pathways established in the brain. These neuro-pathways control muscular and nerve movement for writing, whether the writing done is by the hand, foot or mouth.

In support of my opinion, I have included an excerpt from *Handwriting Identification, Facts and Fundamentals* by Roy A. Huber and A.M. Headrick (CRC Press LLC, 1999, pp 50-51) wherein the leading forefathers of document examination in the USA agree that one significant difference in the fundamental structure of a writing compared to another is enough to preclude common authorship:

[Ordway] Hilton stated: "It is basic axiom of identification in document problems that a limited number of basic differences, even in the face of numerous strong similarities, are controlling and accurately establish nonidentity."

[Wilson R.] Harrison made similar comments: "...the fundamental rule which admits of no exception when handwritings are being compared...is simple - whatever features two specimens of handwriting may have in common, they cannot be considered to be of common authorship if they display but a single consistent dissimilarity in any feature which is fundamental to the structure of the handwriting, and whose presence is not capable of reasonable explanation."

[James V.P.] Conway expressed the same theme when he wrote: "A series of fundamental agreements in identifying individualities is requisite to the conclusion that two writings were authored by the same person, whereas a single fundamental difference in an identifying individuality between two writings precludes the conclusion that they were executed by the same person."

and finally,

[Albert S.] Osborn and others have generally agreed that despite numerous similarities in two sets of writings, a conclusion of identify cannot be made if there is one or more differences in fundamental features of the writings.

Based upon thorough analysis of these items, and from an application of accepted forensic document examination tools, principles and techniques, it is my professional expert opinion that **a different person authored the name of Lindsey Licari on the questioned document. Someone did indeed forge the signature of Lindsey Licari on the questioned document, 'Q1'.**

I am willing to testify to this fact in a court of law and I will provide exhibits to the Court showing that I had sufficient data and that my opinion is correct. My Curriculum Vitae is attached and incorporated herein by reference.

Respectfully submitted,



Curt Baggett

The above Letter of Opinion was sworn and subscribed before me by Curt Baggett this 30th day of May, 2020.

State of Texas

County of Dallas

§
§
§
§
§


Notary Public - State of Texas



Handwriting Expert, LLC

Curt Baggett

Expert Document Examiner
908 Audelia Road, Suite 200-245
Richardson, Texas 75081
Phone: 972.644.0285
Fax: 972.644.5233
chhandwriting@gmail.com
www.ExpertDocumentExaminer.com

Questioned Document Examiner Letter

Subject: Lindsey Licari

Date: May 30, 2020

I have examined five (5) documents with the six (6) known signatures of Lindsey Licari. For the purpose of this examination I have labeled these exhibits 'K1' through 'K5'.

Today I have compared the signatures of Lindsey Licari on the 'K' documents to the Lindsey Licari signature on the questioned document, identified herein as 'Q1', to determine if the author of the Lindsey Licari signature on the 'K' documents was the same person who authored the name of Lindsey Licari on the questioned document: **GRANT, BARGAIN, SALE DEED in the State of Nevada, County of Clark, Escrow No. 17009321-003-NB1, dated January 17, 2018** and purportedly signed by Lindsey Licari.

An examination of handwriting includes establishing patterns of writing habits to help identify the author. Handwriting is formed by repeated habits of writing by the author, which are created by neuro-pathways established in the brain. These neuro-pathways control muscular and nerve movement for writing, whether the writing done is by the hand, foot or mouth.

In support of my opinion, I have included an excerpt from *Handwriting Identification, Facts and Fundamentals* by Roy A. Huber and A.M. Headrick (CRC Press LLC, 1999, pp 50-51) wherein the leading forefathers of document examination in the USA agree that one significant difference in the fundamental structure of a writing compared to another is enough to preclude common authorship:

[Ordway] Hilton stated: "It is basic axiom of identification in document problems that a limited number of basic differences, even in the face of numerous strong similarities, are controlling and accurately establish nonidentity."

[Wilson R.] Harrison made similar comments: "...the fundamental rule which admits of no exception when handwritings are being compared...is simple - whatever features two specimens of handwriting may have in common, they cannot be considered to be of common authorship if they display but a single consistent dissimilarity in any feature which is fundamental to the structure of the handwriting, and whose presence is not capable of reasonable explanation."

[James V.P.] Conway expressed the same theme when he wrote: "A series of fundamental agreements in identifying individualities is requisite to the conclusion that two writings were authored by the same person, whereas a single fundamental difference in an identifying individuality between two writings precludes the conclusion that they were executed by the same person."

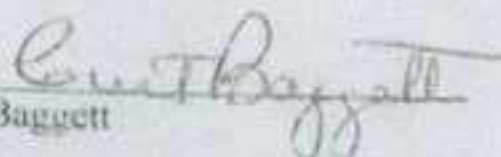
and finally,

[Albert S.] Osborn and others have generally agreed that despite numerous similarities in two sets of writings, a conclusion of identify cannot be made if there is one or more differences in fundamental features of the writings.

Based upon thorough analysis of these items, and from an application of accepted forensic document examination tools, principles and techniques, it is my professional expert opinion that **a different person authored the name of Lindsey Licari on the questioned document. Someone did indeed forge the signature of Lindsey Licari on the questioned document, 'Q1'.**

I am willing to testify to this fact in a court of law and I will provide exhibits to the Court showing that I had sufficient data and that my opinion is correct. My Curriculum Vitae is attached and incorporated herein by reference.

Respectfully submitted,


Curt Baggett

The above Letter of Opinion was sworn and subscribed before me by Curt Baggett this 30th day of May, 2020.

State of Texas

County of Dallas

§
§
§
§



Notary Public - State of Texas



Exhibit NS

Inst #: 20160119-0001324

Fee: \$48.00

RPTT: \$0.00 Ex #: 006

01/19/2016 12:06:10 PM

Receipt #: 3301182

Requestor:

NATIONAL TITLE COMPANY

Recorded By: OBA Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Src: ERECORD

Of: ERECORD

A.P.N. # 176-20-413-076
Escrow No. 17009321-003-NB1
R.P.T.T. Exempt #5

Recording Requested By:

National Title Co.

Mall Tax Statements To: *Same as below*
When Recorded Mail To:

Bobby Dee Antee
9564 Scorpion Trail Ct
Las Vegas, NV 89178

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged,

Lindsey Licari spouse of grantee

does hereby Grant, Bargain, Sell and Convey to

Bobby Dee Antee a married man as his sole and separate property

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

FOR LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

SUBJECT TO:

1. Taxes for fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.
3. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

The undersigned, by his/her execution of this Deed, does hereby acknowledge and agree that he/she shall forever relinquish any and all rights, title and interest he/she may have had in and to the subject property by means of Community Property Law.

See page 2 for signatures of Grantor(s) and Notary Acknowledgment

1-17-18
ODE
Exhibit
Q1

QCOSP (CSP Rev. 07/23/14)

R-49

Exhibit 88

Escrow No. 17009321-001-N711
Grant, Mortgage, Sale Deed... Continued

Dated this 17 day of January, 2018

Lindsay L. Cari
Lindsay L. Cari

← Q1

State of Nevada

County of Clark

This instrument was acknowledged before me on

1/17/18

by: Lindsay L. Cari

Signature:

M. Soto
Notary Public



Questioned
Signature
Page

1-17-18
QDE
Exhibit
Q1

QCUSP (DRI Rev. 07/24/14)

R-49

12. Tax Deduction. (☒ check all that apply)

- ☒ The Plaintiff should claim the following children as dependents for tax purposes every year: (insert child(ren)'s names): Ayden Satoshii Brown
- ☐ The Defendant should claim the following children as dependents for tax purposes every year: (insert child(ren)'s names): _____
- ☐ The tax deduction should alternate, with Plaintiff claiming the child(ren) in (☒ check one) ☐ even / ☐ odd years, and Defendant claiming the child(ren) the other years.
- ☐ The tax deduction should be allocated per federal law.

13. Birth Certificate / Name Change. (☒ check all that apply)

- ☒ The child's birth certificate should not be changed.
- ☐ The child's birth certificate should be changed to state that (name) _____ is the father of the child.
- ☐ The child's name should be changed to (name) _____

Plaintiff requests:

1. That the Court grant the relief requested in this Complaint; and
2. For such other relief as the Court finds to be just and proper.

DATED this (day) 29 day of (month) January, 2015. K1A2

Submitted By: (your signature) Lindsey LiCarri
(print your name) Lindsey LiCarri

VERIFICATION

Under penalty of perjury, I declare that I am the Plaintiff in the above-entitled action; that I have read the foregoing Complaint and know the contents thereof; that the pleading is true of my own knowledge, except for those matters therein contained stated upon information and belief, and that as to those matters, I believe them to be true.

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

DATED this (day) 29 day of (month) January, 2015. K1B2

Submitted By: (your signature) Lindsey LiCarri
(print your name) Lindsey LiCarri

K1A + K1B

1-29-15 QDE Exhibit

- 1 2. Molesting, harassing, stalking, disturbing the peace of or committing an assault or
2 battery on the person of the other party or any child, step-child or any other relative of the
3 parties.
4 3. Removing any child of the parties then residing in the State of Nevada with an intent
5 or effect to deprive the court of jurisdiction as to the child without the prior written
6 consent of all the parties or the permission of the court.
7

8 STEVEN D. GRIERSON
9 CLERK OF THE COURT

10 By: *Diane Sead* JAN 29 2015
11 Deputy Clerk DISTRICT COURT (Date)
12 DIANE SEAD
13 Family Court and Services Center
14 601 North Pecos Road
15 Las Vegas, Nevada 89101

16 Regional Justice Center
17 200 Lewis Street
18 Las Vegas, Nevada 89101

19 Submitted By:

20 *Sundee Luceri*
21 Signature
22
23
24
25

← K2

1-29-15
QDE
Exhibit
K2

Reservation Date: Monday, January 26, 201512:00Reservation Information For: Lindsey Liari

The management at Ovation would like to extend a warm welcome to you.
You will find the following information helpful in expediting your move.

Your new address will be 1350 W. Horizon Ridge Pkwy 1121, Bldg # 11 Henderson, NV 89012

Move in date:	<u>1/27/2015</u>	Base Rent:	<u>\$1,109.00</u>
Lease end date:	<u>4/21/2016</u>	Pet Rent:	<u>N/A</u>
Floor Plan:	<u>3U</u>	Utilities:	<u>\$57.00</u>
Parking Space:	<u>123</u>	Garage	<u>N/A</u>
Garage/ft:	<u>N/A</u>	Total Each Month:	<u>\$ 1,166.00</u>
Carpet Color:	<u>N/A</u>		
Floor Level	<u>upstairs</u>		

For your home you will need the following numbers:

Nevada Power: 402-5555
Southwest Gas: (877) 860-6020
Cox Cable: 979-6300
Telephone, Internet & Cable!!!

	Received:	Due:
Application Fee (Non Refundable)	\$ 50.00	
Redecoration/Holding Fee (Non Refundable)	\$ 350.00	N/A
Security Deposit (Refundable)	\$ -	N/A
Ovation Waiver Fee (Non Refundable)	\$ -	\$ 300.00
Pet Fee \$350.00 small or \$450.00 large (Non Refundable)	\$ -	N/A
Rent Due: From: <u>1/27</u> To: <u>1/31</u>	\$ -	\$ 179.00
Rent Due: next month February	\$ -	\$ 1,109.00
Pet Rent: From: _____ To: _____	\$ -	N/A
Gate / Garage Remote Deposit(s) (Refundable):	\$ -	\$ 35.00
Utility Charge From: <u>27-Jan</u> To: <u>28-Feb</u>	\$ -	\$ 66.00
	\$ -	
Amount Received	\$ 400.00	

Total Move In Costs:

Total Due Upon Move-In: (Cashiers Check or Money Order)

1. \$ \$ 1,689.00

Optional Payment: _____> Credit Card Payment

2. \$ \$ 1,740.25

- 8/ Payment upon move-in must be in one of the following forms: Cashiers Check or Money Order 1-26-15
2/3 Utilities (NVEnergy, SouthWestGas) must be put in resident name prior to move-in. QDE
3/3 Resident is responsible for payment of utilities with rent as stated in lease. Exhibit
4/3 All responsible parties must sign all applicable documents prior to keys being released. K3
5/3 I Understand the Redecoration Fee and Application fee is non-refundable

All applications are subject to management approval OAC. In the event that we are unable to approve your application, your redecorating/holding fee will be refunded, excluding the application fee. Should you choose to cancel your reservation, your redecorating/holding fee will only be refunded if cancellation is made within 24 hours of your reservation date.

Agent for Ovation Property Management

Applicant

Manager's Signature

Applicant

Page 1 of 1

(PA)
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
VOLUNTARY STATEMENT

Event #
131128 - 2644

THIS PORTION TO BE COMPLETED BY OFFICER

Specific Crime <u>Burglary</u>	Date Occurred <u>11/28/13</u>	Time Occurred <u>2:22</u>
Location of Occurrence <u>3132 N. Jones Blvd #2/105 LVN 8908</u>	Section/Beat <u>114</u>	City/County <input checked="" type="checkbox"/> City <input type="checkbox"/> County

Your Name (Last / First / Middle) <u>LICARL WINDSEY S</u>						Date of Birth <u>7/4/88</u>		Social Security #	
Race <u>Blk</u>	Sex <u>F</u>	Height <u>5'4</u>	Weight <u>155</u>	Hair <u>Brown</u>	Eyes <u>Brown</u>	Work Sched. (Hours) <u>Vary</u>	(Days Off) <u>Vary</u>	Business / School <u>Palace Station</u>	
Residence Address: (Number & Street) <u>3132 N Jones #105</u>				City <u>LV</u>	State <u>NV</u>	Zip Code <u>89108</u>	Res. Phone: <u>776-2331</u>		
Bus. (Locn) Address: (Number & Street)				City	State	Zip Code	Occupation		Depart Date (if visitor)
Best place to contact you during the day						Best time to contact you during the day		Can You Identify <input type="checkbox"/> Yes the Suspect? <input checked="" type="checkbox"/> No	

DETAILS I came home from work at 4pm everything was fine. I left my house at 5 and returned at 8. When I opened the door the alarm system was on the floor. I went back outside and called 911. I waited outside until the police came. I am missing a Samsung tablet, a Mac laptop, a mini ipad, a diamond bracelet. Two Marco watches. Seven diamond rings, three pairs of diamond earrings, Tiffany bracelet, a gold charm bracelet, a gold watch, a large white diamond ring, a heart diamond ring, diamond heart necklace with 3kt. I had 20k worth of jewelry and diamonds, watches.

Licarl Windsey
2/11/15

11-28-13 QDE R4
Exhibit

I HAVE READ THIS STATEMENT AND I AFFIRM TO THE TRUTH AND ACCURACY OF THE FACTS CONTAINED HEREIN. THIS STATEMENT WAS COMPLETED AT (LOCATION) S/A ON THE 28th DAY OF Nov AT 2013 (AM/PM) 11:00

Witness/Officer:

Witness/Officer:
LVMPD 85 (REV. 8-88)

[Signature]
PH 8295

[Signature]
SIGNATURE OF PERSON OWING STATEMENT

098
Declaration Control Number (DCN)

00 - 334794 - 00034 - 5

DO NOT MAIL THIS FORM TO FTB

Date Accepted

TAXABLE YEAR

2004 California e-file Return Authorization

FORM

8453

Your first name and initial

LINDSEY S LICARI

Last name

Your SSN or ITIN

If joint return, spouse's first name and initial

Last name

Spouse's SSN or ITIN

Present home address - number and street, PO Box, or rural route

10694 COURT ST APT 2

Apt. no.

PMB no.

Daytime telephone number

714-995-4323

City, town or post office, state, and ZIP Code

STANTON CA 90680-

Part I Tax Return Information (whole dollars only)

1 Refund or No Amount Due. (Form 540, line 66; Form 540 2EZ, line 24; Long Form 540NR, line 74; or Short Form 540NR, line 74)..... 1

2 Amount you owe. (Form 540, line 70; Form 540 2EZ, line 25; Long Form 540NR, line 76; or Short Form 540NR, line 75)..... 2 20.

Part II Settle Your Account Electronically

3 ☐ Direct Deposit of Refund

4 ☐ Electronic Funds Withdrawal 4a Amount

4b Withdrawal Date (MM/DD/YYYY)

Part III Make Estimated Tax Payments for Taxable Year 2005 These are not installment payments for the current amount you owe.

	First Payment Due 4/15/05	Second Payment Due 6/15/05	Third Payment Due 9/15/05	Fourth Payment Due 1/17/06
5 Amount				
6 Withdrawal date				

Part IV Banking Information (Have you verified your banking information? Incorrect information causes delays, which may cause penalties and interest.)

7 Routing number

8 Account number

9 Type of account:

☐ Checking

☐ Savings

Part V Declaration of Taxpayer(s)

I authorize my account to be settled as designated in Part II. I further authorize my estimated tax payments be withdrawn by electronic funds withdrawal as designated in Part III. I understand that the banking information I provided in Part IV will be used to complete any transactions designated in Part II or Part III. If I have filed a joint return, this is an irrevocable appointment of the other spouse as an agent to receive the refund or authorize an electronic funds withdrawal. Under penalties of perjury, I declare that the information I provided to my Electronic Return Originator (ERO), Transmitter, or Intermediate Service Provider, including my name, address and social security number (SSN) or individual taxpayer identification number (ITIN), the amounts shown in Part I above, and the banking information shown in Parts II-IV above, agrees with the information and amounts shown on the corresponding lines of my 2004 California income tax return. To the best of my knowledge and belief, my return is true, correct, and complete. If I am filing a balance due return, I understand that if the Franchise Tax Board (FTB) does not receive full and timely payment of my tax liability, I remain liable to the FTB for the full amount of my tax liability and any applicable interest and penalties. I authorize my return and accompanying schedules and statements to be transmitted to the FTB by my ERO, Transmitter, or Intermediate Service Provider. If the processing of my return or refund is delayed, I authorize the FTB to disclose to my ERO, Intermediate Service Provider, and/or the Transmitter the reason(s) for the delay or the date when the refund was sent.

Sign Here

Lindsey Licari
Your signature

Date

K5
Spouse's signature. If filing jointly, both must sign.

Date

For Privacy Act Notice, get form FTB 1131

It is unlawful to forge a spouse's signature.

Part VI Declaration of Electronic Return Originator (ERO) and Paid Preparer. See Instructions.

I declare that I have reviewed the above taxpayer's return and that the entries on form FTB 8453 are complete and correct to the best of my knowledge. If I am only an Intermediate Service Provider, I understand that I am not responsible for reviewing the taxpayer's return. I declare, however, that form FTB 8453 accurately reflects the data on the return. I have obtained the taxpayer's signature on form FTB 8453 before transmitting this return to the FTB. I have provided the taxpayer with a copy of all forms and information that I will file with the FTB, and I have reviewed all other requirements described in FTB Pub. 1345, 2004 e-file Handbook for Authorized e-file Providers and in FTB Pub. 1345A, 2004 e-file Handbook Supplement. I will keep form FTB 8453 on file for four years from the due date of the return or four years from the date the return is filed, whichever is later, and I will make a copy available to the FTB upon request. If I am also the paid preparer, under penalties of perjury, I declare that I have examined the above taxpayer's return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I make this declaration based on all information of which I have knowledge.

ERO Must Sign	ERO's signature	Date	Check if also paid preparer	Check if self-employed	ERO's SSN/PTIN
	<i>[Signature]</i>	01/19/2005	<input type="checkbox"/>	<input checked="" type="checkbox"/>	P00432527
	Firm's name (or yours if self-employed) and address	RAPID TAX 2622 W LINCOLN AVE SUITE 109 ANAHEIM CA			
		FEIN 47-0852021 ZIP Code 92801-			
Paid Preparer Must Sign	Paid preparer's signature	Date	Check if self-employed	Paid preparer's SSN/PTIN	
	<i>[Signature]</i>		<input type="checkbox"/>	P00432527	
	Firm's name (or yours if self-employed) and address	RAPID TAX 2622 W LINCOLN AVE SUITE 109 ANAHEIM CA			
		FEIN 47-0852021 ZIP Code 92801-			

For Privacy Act Notice, get form FTB 1131.

1-19-05 QBE Exhibit K5

FTB 8453 C2 (2004)

CURT BAGGETT

Expert Document Examiner

908 Audelia Road, Suite 200-245, Richardson, TX 75081

Phone: 972.644.0285 - Fax: 972.644.5233

cbhandwriting@gmail.com

www.ExpertDocumentExaminer.com

Curt Baggett is a leading handwriting expert in the United States. He is also a skilled authority in document examination and as an expert witness and he has completed over 5,000 cases. Mr. Baggett has examined documents and/or testified in court cases as a handwriting expert in all 50 states, Washington, D.C., the Bahamas, Brazil, Canada, Chile, England, Ireland, Mexico, Pakistan, Puerto Rico, Thailand and New Zealand, Korea, China, Australia and Denmark.

The U.S. Department of Justice, the State of Arizona, State of Arkansas, the State of California, Louisiana Public Defender Board, and the State of Texas have retained him. Mr. Baggett has appeared as a handwriting expert on WOLF-BLITZER-CNN; CHARLES GIBSON-ABC, INSIDE EDITION, CBS Network Radio, CBS, CNBC, CNN, FOX, JUDGE ALEX, TEXAS JUSTICE and GOOD MORNING TEXAS and was a consultant as a forensic document examiner for a number one television show, "CSI: Crime Scene Investigation". Mr. Baggett is the co-author of "The Handwriting Certification Home Study Course" and "How To Spot a Forgery" and has been a guest on various other television and radio programs discussing handwriting and forensic document examination.

Mr. Baggett once held the position as Dean of the School of Forensic Document Examination at Handwriting University. In addition to lecturing and teaching document examination, Mr. Baggett has analyzed handwriting for over 40 years. He has been qualified as an expert witness in Justice of the Peace, Municipal, District, State, U.S. District, and Federal Bankruptcy Courts, Eastern Caribbean Supreme Court, High Court of Tynwald British Isles and the Provincial Courts of Canada.

His education and training in document examination and psychology include: U.S. Army, Military Police Officer's School; B.A. and M.Ed., McNeese State University, Lake Charles, Louisiana; and post-graduate studies at the University of Houston, Houston, Texas.

Curt Baggett's library is extensive and includes literature on questioned document examination, forensic handwriting analysis, behavior profiling, and statement analysis.

Laboratory equipment used for examination consists of a Stereo Star Zoom American Optical 7x - 30x twin microscope; Micronta illuminated 30x microscope; stereo microscope S/ST series; universal DigiScoping adapter; numerous magnifying devices; protractor and metric measuring devices; Pentax ME camera; Pentax macro 1.4, 50mm flat copy lens; overhead projector; light table, and transparencies.

Curt Baggett's Education and Training in Handwriting and Document Examination Include:

An in person two-year apprenticeship with Dr. Ray Walker as a handwriting expert and questioned document examiner. Dr. Walker's qualifications have been affirmed in the Court of Appeals, Fifth District of Texas at Dallas, and had historical rulings in his favor. A leading authority in the field of handwriting analysis and document examination, Dr. Walker is the author of The Questioned Document Examiner and the Justice System.

The American Bureau of Document Examiners certifies Mr. Baggett. He also has a certificate of completion from the American Institute of Applied Science.

Lectures, Conferences, and Classes Attended:

2004 School of Forensic Document Examination's Annual Conference, Dallas, Texas
Attended classes taught by Reed Hayes, QDE, Katherine Koppenhaver, QDE, Bill Koppenhaver, QDE

2004 School of Forensic Document Examination's Teleclass Curriculum
Examination of Anonymous Writing by Reed Hayes, QDE
Document Examination Terminology by Don Lehew, QDE
Notary Public by Don Lehew, QDE
Advanced Forgery Identification by Don Lehew, QDE
Instructor

2005 School of Forensic Document Examination's Annual Conference, Dallas, Texas
Attended the following lectures, in addition to general sessions:
Tremors and line Quality taught by Reed Hayes, QDE
Demonstrative Evidence taught by Katherine Koppenhaver, QDE, Bill Koppenhaver, QDE
Photography through microscopes by David Babb, QDE
Paper and Watermarks by John McGuire, QDE
Lecturer

2005 School of Forensic Document Examination's Teleclasses
Natural Variation taught by Reed Hayes, QDE
The Discrimination of Handwriting by Don Lehew, QDE
Procedures for Examining Signatures by Don Lehew, QDE
Courtroom Procedures and Roles by Don Lehew, QDE
Instructor

2006 School of Forensic Document Examination's Annual Conference, Dallas, Texas
Attended the following lectures, in addition to general sessions:
Deposition and Cross Examinations by Dr. Richard Frazier, QDE
Medical Problems Affecting handwriting by Dr. Richard Frazier, QDE
Legal Issues for Document Examiners by Dr. Richard Frazier, QDE
Deposition and Cross Examinations by Dr. Richard Frazier, QDE
Health Factors Affecting Handwriting by Dr. Joe Alexander, QDE
Prescription Forgery and Medical Crimes by Diane King, Lecturer

2007 Handwriting University Annual Conference, Dallas, Texas
Trainer and Instructor

2007 School of Forensic Document Examination's Teleclasses
Instructor - Handwriting Basics and Exemplars
Instructor - Multiple Classes on Case Studies and Examinations

2008 Handwriting University Annual Conference, Las Vegas, Nevada
Trainer and Instructor

2009 School of Forensic Document Examination's Live Teleclasses
Attended a variety of classes taught by Robert Baier, QDE, Police Instructor

2009 Handwriting University Annual Conference, Las Vegas, Nevada
Critical Incident Stress: Statement Analysis and Interview v. Interrogation by Faith Wood

Forensic Document Examination Application by Robert Baier, QDE, Police Instructor
Trainer and Instructor for Introduction to Forensic Document Examination

2010 Handwriting University Annual Conference, Las Vegas, Nevada

Advanced Statement Analysis by Faith Wood

Identity Theft and Prevention by Robert Baier, QDE, Police Instructor
Trainer and Instructor for Introduction to Forensic Document Examination

2010 Speaker – "Introduction to the Science of Handwriting and Forensic Document Examination", Clear
Lake High School

2011 Lecturer and Instructor, "How to Spot a Forgery", Denver Elections Division, Denver, Colorado

2012 Lecturer and Instructor, "How to Spot a Forgery", Denver Elections Division, Denver, Colorado

2012 Speaker – "How to Avoid a Forgery", Military Order of Purple Hearts Annual Meeting, Dallas,
Texas

2013 Speaker – "Introduction to the Science of Handwriting and Forensic Document Examination";
Appointment as Guest Lecturer and Consultant by Stefanie Page, Instructor, Forensic Science
Department, Jesuit College Preparatory School of Dallas

2013 Speaker – "Introduction to the Science of Handwriting and Forensic Document Examination", Irma
Lerma Rangel Young Women's Leadership School, Dallas, Texas

2016 Speaker – Handwriting University International Handwriting Conference in Las Vegas, NV (Sept.)

2018 Instructor via written presentation at the 18th Wroclaw Symposium of Questioned Document
Examination at University of Wroclaw in Poland June 6-8, 2018

Past and Present Memberships

American College of Forensic Examiners International
American Legion
Center of Forensic Profiling
Forensic Expert Witness Association
IMS Expert Services
Military Order of World Wars
National Questioned Document Association
Sheriff's Association of Texas
Texas Police Association
Veterans of Foreign Wars
World Federation of Handwriting Experts
National Association of Distinguished Professionals
SEAK-Expert Witness Resources

Published Articles and Books

Ethics for Experts
Handwriting Certification Course
How to Help Attorneys With Your Case
How to Spot a Forgery
Taking the Witness Stand

**CURT BAGGETT
FORENSIC DOCUMENT EXAMINER
SUMMARY OF CASES**

I have been qualified or appointed and/or accepted by a State or by the Court as an Expert and/or have testified in trial or by deposition or made an appearance from 2013 through April 2020 in the following cases and/or cities.

April 20, 2020	In the 347 th Judicial District Court, Nueces County, Texas Cause No. 2019DCV-2377-H / MO, JHO, MO, AO, RO, AG & JMO VS. Joe A. Ortiz & Maria Elena O. Valenzuela Huseman Law Firm, PLLC; Atty. Paul Dodson for Joe A. Ortiz Oral DEPOSITION of Curt Baggett taken via Zoom Video Conference
February 26, 2020	Probate Court No. 1, Tarrant County Courthouse in Fort Worth, TX 76196 No. 2019-PR01032-1 / Judge Chris Ponder / PH: 817-884-1200 In the Estate of Albert George Schaefer, Deceased Atty. James Pratz for George Schaefer Oral DEPOSITION of Curt Baggett taken in Bedford, TX by Atty. Benjamin Sauer
January 21, 2020	In the Supreme Court of the Commonwealth of the Bahamas, Nassau, Bahamas Common Law and Equity Division / No. 2018/CLE/gen/00517 Bernard C. Bain VS. Florinda Robins / Justice Keith Thompson Michael W. Horton, Esq. for Bernard Bain Curt Baggett Approved as Expert by Court and Testified via Skype.
January 6, 2020	In the Third Judicial District Court, Union Parish, Farmerville, Louisiana 71241 No. 46540 / Judge Thomas W. Rogers / 2 nd floor, Courtroom 2 318-368-3055 Betty Jean Glosson Hill VS. Tina Hill Conley and the Unopened Succession of Dwayne Hill, specifically decedent Dwayne Hill Atty. Barry Dowd for DeCarlos Hill Curt Baggett Approved as Expert by Court and Testified.
December 16, 2019	In the Probate Court No. 2, Harris County, Houston, TX 77002 Cause No. 473646 / Judge Michael Newman PH: 832-927-1402 Estate of Jim Howard Warren, Deceased Atty. for Richard Crain, Defendant (Contestant of Will): Jimmy Walker Curt Baggett Approved as Expert by Court and Testified for Defendant.
December 5, 2019	In the 16 th Judicial Circuit Court, Macomb County, Mt. Clemens, Michigan File No. 2014-6592 DO/IV-D: 913207057 / Chief Judge James M. Biernat Reynolds, Kenya Williams VS. Carlton Reynolds Curt Baggett Approved as Expert by Court and Testified via Video / Computer.
December 2, 2019	In the 418 th Judicial District Court, Montgomery County, Conroe, TX 77301 No. 1812-16596-CV / Judge Tracy A. Gilbert / PH: 936-538-3618 In the Matter of Natali M. Ormiston and Fred Ormiston and in the interest of Ava Ormiston / Atty. for Natalie: Cheryl Ellsworth Jahani Curt Baggett Appearance only. Judge ordered mediation. Case Settled same day.

Curt Baggett – Expert Document Examiner

November 4, 2019 In the 3rd Judicial District Court, Parish of Union, Farmerville, Louisiana 71241
Case No. 46540 / Betty Jean Closson Hill VS. No. 46,540 Tina Hill Conley and The
Unopened Succession of Dwayne Hill, Specifically Decedent, Dwayne Hill
Judge Thomas W. Rogers, Courtroom 2, 2nd floor / Atty. for De Carlos Hill: Barry W.
Dowd. **Curt Baggett Appearance only. Case continued to 1-6-20.**

October 25, 2019 In the 294th Judicial District Court, Van Zandt County, Canton, Texas 75103
Cause No. 13-00076 / Judge Chris Martin / Court PH: 903-567-7555
Shawn Davis VS. Donnie Rae Thompson, Sr. / Atty. for Plaintiff: Brian Richardson
Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)

October 24, 2019 In the 11th Judicial Circuit Court, Circuit Civil Division, Miami-Dade County, FL
Case No. 16-023775 CA 32 / Moise Lamour, Plaintiff VS. Mount Sinai Medical
Center of Florida, Inc. and Dr. Michael T. Dailey, Defendants
Atty. Benjamin Korn for Moise Lamour
DEPOSITION of Curt Baggett taken in Dallas, TX by Atty. Brandon

October 21, 2019 In the Terrebonne Parish Court, Houma, Louisiana 70360 / PH: 985-868-5660
No. 024003 / Judge Randall Bethancourt, Division E
Atty. Gregory Schwab for Darlene Williams (Dorothy Stripling Triggs)
Curt Baggett Approved as Expert by Court and Testified.

October 17, 2019 In the 269th Civil Court, Harris County, Houston, TX 77002
moved to the 127th District Civil Court / Case No. / Judge R.K. Sandill
Able Castro VS. Larry Gomez / Atty. Mike Monks for Defendant
Curt Baggett Approved as Expert by Court and Testified.

October 11, 2019 In the 39th Judicial District Court, Stonewall County, Texas
Cause No. 1908 / The State of Texas vs. Colton Kimmel / Judge Shane Hadaway
**Curt Baggett Appointed and Retained by Order of the Court as an Independent
Expert for Colton Kimmel**

October 4, 2019 In the Superior Court of Arizona, Maricopa County, Phoenix, AZ 85003
CV 2018-004234 / Judge Sherry Stephens / Courtroom 712
Jon C. Clark VS. Jennifer A. Clark / Atty. for Plaintiff: Cheri L. McCracken
**Curt Baggett Approved as Expert by Court and Testified for Plaintiff. Judge ruled
in favor of Curt's Client, Plaintiff Jon Curtis Clark**

September 17, 2019 Hearing In the United States of America Southern District of Ohio Western Division
Case No. 1:17-cr-117 / Honorable Judge Michael Barrett / Cincinnati, OH 45202
USA, Plaintiff VS. Qian Williams, Defendant / Atty. for Defendant: Richard Monahan
Court Appointed Curt Baggett as Expert and Curt Testified (for Defendant)

September 9, 2019 In the Parish of DeSoto, Mansfield, Louisiana 71052
Docket No. 79,877-A / Judge Amy B. McCartney, 2nd floor
Verlene Buckley VS. Eliza Buckley / Atty. Rita K. Bacot for Verlene Buckley
Curt Baggett Approved as Expert by Court and Testified (for Plaintiff) and won.

Curt Baggett – Expert Document Examiner

July 30, 2019 In the Probate Court No. 1, Tarrant County, Fort Worth, Texas
Cause No. 2017-PR02025-1 / Judge Christopher W. Ponder / Room 260A
In the Estate of Edgar Allen Meredith / Atty. Morgan Burkhart for Jessica Meredith
Curt Baggett Appearance only. Case Postponed.

July 25, 2019 In Cass County Probate Court, Linden, Texas 75563
Case No. D.O. 087 / Judge Donald Dowd / PH: 903-756-7511
Probate Hearing for Mae Frances Blick Bausley / Atty. J. Michael Brock for Lancelot
Bausley / **Curt Baggett Approved as Expert by Court and Testified (for
Lancelot Bausley). Curt won case for client and Judge ruled in favor of Lancelot
Bausley.**

July 23, 2019 In the 23rd Judicial District Court, Parish of Ascension, Gonzales, Louisiana 70737
Probate No. 18.573 Div A / Judge Jason Verdigets / PH: 225-621-8500
Succession of Robert E. Henry / Atty. Lana Ourso Chaney for Walter Smith
Curt Baggett Approved as Expert by Court and Testified.

June 26, 2019 In Philadelphia City Hall, Courtroom 414 on 4th floor, Philadelphia, PA 19107
Case: 1560 PR of 2017 / Judge George Overton / PH: 215-686-1776
Re: Estate of Regina t. Haber / Atty. Thomas Cunningham for Jeanieann Ferrari
Curt Baggett Appearance only.

May 13, 2019 In the 16th Judicial Circuit Monroe County Court, Florida 33070
Case No. 17-CA-000618 P / Judge Louis M. Garcia / PH: 305-292-3423
Bank of America, N.A. VS. Alina, Arlene & Ada Rodriguez
Atty. for Arlene Rodriguez, Omar Arcia Ph: 954-437-9066
**Curt Baggett Approved as Expert by Court and Testified. Judge ruled favorable to
Curt's client, Defendant Arlene Rodriguez.**

April 17, 2019 In the Galveston County Courthouse, Galveston, Texas 77550
Case No. 15-CV-1044 / Judge Patricia Grady / PH: 409-762-8621 / Jury Trial
James A. Green and Prince Ella Green V. Signora Lynch
Attorney for Greens, Plaintiffs: Andres Arguello PH: 281-884-3960
**Curt Baggett Approved as Expert by Court and Testified. After Curt's testimony,
Judge ruled favorable to Curt's client, Plaintiffs Prince Ella & James Albert Green.**

April 16, 2019 In the Circuit Court of Cook County, Illinois County Department, Chancery Division
No. 09 CH 12423 / Judge Sanjay T. Tailor / 20th floor / 312-603-4181
Elite Financial Investments, Inc., Plaintiff VS. Melissa Sweiss, Defendant
Attorney for Tom Kaput, Plaintiff: Lee Jacobson (312) 600-5038 / 773-343-3889
**Curt Baggett Approved as Expert by Court and Testified. Judge ruled favorable to
Curt's client.**

April 9, 2019 In the First Judicial District Court of Caddo Parish, Louisiana
Number 608, 673-B / Charles Lively Byrd, Jr., Independent Executor of the
Succession of Joe Edmondson Fortson VS. Carol M. Cotton and Benjamin Patrick
Cotten. Atty. for Carol & Benjamin Cotten: Richard E. Hiller, Esq.
**Curt Baggett Approved as an Expert following a Daubert Hearing - Appearance.
CASE SETTLED favorable to Curt's client.**

Curt Baggett – Expert Document Examiner

April 5, 2019	In the Superior Court of New Jersey Chancery Division – Family Part Middlesex County / Docket No.: FV-12-1003-19 / Kaitlin Guner, Plaintiff VS. Michael M. Satterfield, Defendant / Curt Baggett Appearance. CASE SETTLED favorable to Curt's client.
March 4, 2019	In the 44 th Civil Judicial District Court, Dallas County, Dallas, TX 75202 Cause No. DC-18-00202 / Judge Bonnie Lee Goldstein / 5 th floor Paul W. McCowan, Plaintiff VS. Santander Consumer USA Inc., et al, Defendant Curt Baggett Approved as Expert by Court following a Daubert Hearing and Testified. Continued from 10-5-18
February 18, 2019	Justice of the Peace, Precinct 3, Place 2 in Richardson, Texas 75080 Case Number: JS-1700561N / Judge Steven L. Seider / PH: 214-904-3042 Nam, Soon Lee, Plaintiff VS. H5C LLC, Defendant Atty. for Defendant: Selim Fiagome / Judge ruled in favor of Defendant Curt Baggett Approved as Expert by Court and Testified (for Defendant)
January 29, 2019	In The Probate Court 2 of Tarrant County, Fort Worth, Texas. 76196 No. 218-PR00332-2 / Judge Brooke Allen In The Estate of John Louis Wilson, Deceased Atty. Alex Tandy for Defendant, Twila Byard Curt Baggett Approved as Expert by Court following Daubert Hearing
November 16, 2018	In the Collin County Court at Law No. 4, McKinney, Texas 75071 Cause No. 004-01142-2018 / Judge David Rippel Drew Burgess, Petitioner VS. ASA Watkins, Collin County VSF, INC. & Safari Towing and Recovery, Co-Respondents / Attorney for Plaintiff: Bradley Voyles Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)
October 17, 2018	In the 11 th Judicial Circuit Court, Miami-Dade County, FL Case No. 2017-002035-CA-01 (11) Civil Division State Farm Mutual Automobile Insurance Company, Petitioner VS. Elba Barquero, individually, Respondents (Atty. for Respondent, Cam Justice) Oral DEPOSITION of Curt Baggett taken in Plano, TX by Atty. Joel Bernstein
October 16, 2018	In the Court of Common Pleas of Mercer County, Pennsylvania, Mercer, PA No. 2013-3437 / Senior Judge Paul F. Luty Jr. Nationstar Mortgage LLC, Plaintiff VS. Rebecca A. Crimone and Raymond S. Crimone, Defendants Pro Se – Jury Trial Curt Baggett Approved as Expert by Court and Testified (for Defendant)
October 5, 2018	In the 44 th Civil Judicial District Court, Dallas County, Dallas, TX 75202 Cause No. DC-18-00202 / Judge Bonnie Lee Goldstein / 5 th floor Paul W. McCowan, Plaintiff VS. Santander Consumer USA Inc., et al, Defendant Curt Baggett made appearance at Hearing for Plaintiff – Judge dismissed Defendant's Motion to disqualify Curt Baggett as an Expert. Continued to 3-4-19

Curt Baggett – Expert Document Examiner

- September 18, 2018 In the 17th Judicial District Court of Tarrant County, Ft. Worth, TX 76196
No. 017-283888-16 / Judge Melody Wilkinson / PH: 817-884-1567 / 3rd floor
Ting Phetsalod, Plaintiff VS. Bounpanh Khounsaknarath, et al, Defendant
Attorney for Plaintiff, Rocky D. Crocker
Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)
- September 6, 2018 In the 6th NH Circuit Court – Probate Division, Concord, New Hampshire
Docket No. 317-2017-EQ-00967
Jonathan S. Stankatis Revocable Trust, As Amended
Atty. for Jonathan S. Stankatis Revocable Trust: Robert D. Hunt, Esq.
Oral **DEPOSITION** of Curt Baggett taken in Plano, TX by Atty. Kevin M. O'Shea
- September 4, 2018 In the 4th Judicial Circuit Court of Duval County Div. FM-C Room 742
Case No. / Judge John I. Guy / Jacksonville, FL 32202
Esther L. Ash, Pro Se
Court Testimony by Affidavit and **APPEARANCE** by Curt Baggett
- August 27, 2018 Hearing in the United States of America Southern District of Ohio Western Division
Case No. 1:17-cr-117 / Honorable Judge Michael Barrett / Cincinnati, OH 45202
USA, Plaintiff VS. Qian Williams, Defendant / Atty. for Defendant: Bill Gallagher
Court Appointed Curt Baggett as Expert and Curt Testified (for Defendant)
- August 23, 2018 In the 73rd Judicial District Court of Bexar County, San Antonio, Texas 78205
No. 2017C118687 /
Christie Martinez-Encinas, et al, Plaintiff VS. Connie M. Mercado, Defendant
Atty. for Defendant: David Conrad Beyer
Order signed by Judge to Disallow QDE Expert Wendy Carlson's Testimony for Plaintiff
Curt Baggett Court Appearance Only for Hearing. Trial scheduled for 11-5-18.
- August 21, 2018 In the 325th Judicial District Associate Court of Tarrant County, Ft. Worth, TX 76196
No. 325-625377-17 / Judge Lori L. DeAngelis 5th floor
In the Matter of the Marriage of Ronald Wayne Hice, Jr. and Jessica Doris Hice
Atty. Andrew Howard & Atty. Ronald Harden for Jessica Hice
Curt APPEARED, and opposition attorney admitted to the court that Curt was right
that the Notary falsified the document because she never saw or administered the
oath to the signer.
- August 9, 2018 In the United States Middle District Court of Florida, Jacksonville Division
Case No. 3:17-00348-CIV-HES/MCR / Benjamin Michael DuBay, Plaintiff VS.
Stephen King; Media Rights Capital; Imagine Entertainment; Sony Pictures
Entertainment; Marvel Entertainment; Simon & Schuster, Defendants
Attorney for Plaintiff: Rob Cook, Esq in St. Augustine, FL
Oral **DEPOSITION** of Curt Baggett taken in Dallas, TX by Atty. Vincent Cox
- July 30, 2018 **Curt Baggett APPOINTED by Dept. of Justice, Federal Bureau of Prisons**
RE: 18875078, Buholtz, Kenneth for Buholtz Analysis
System Document Number T5141754 / United States Treasury

Curt Baggett – Expert Document Examiner

July 27, 2018	In the 160 th Judicial District Court of Dallas County, Texas Cause No. DC-17-11515 / Eva Shiells, Plaintiff VS. Ryan Hamilton, Mathew Hamilton, and American General Life Insurance, Defendants Attorney for Eva Shiells (wife of attorney): Theodore Shiells Attorney for Defendants: Atty. Lauren Cadillac represented at Depo by Atty. Willie Joseph for Defendants / Oral DEPOSITION of Curt Baggett taken at George Allen Courts Building, Court 5B by Attorney Theodore Shiells
July 5, 2018	In the Circuit Court of Cook County, Illinois / County Department-Chancery Division Case No. 2015 CH 02216 / Sherry Spellers, Plaintiff VS. Metropolitan Life Insurance Co., et al, Defendant taken at Hyatt Place, Dallas, TX 75243 Eric M. White, Atty. for Plaintiff via cell phone / Phyllis Y. Price, Atty. for Defendant Oral DEPOSITION of Curt Baggett taken in Dallas, TX by Atty. Phyllis Price. Trial set for Sept. 10 th & 11 th , 2018 / CASE SETTLED on 9-10-18.
July 3, 2018	In the Superior Court of the State of Arizona, Count of Maricopa in Phoenix, Arizona Case No.: CV 2015-013305 / Judge Margaret R. Mahoney / PH: 602-506-0387 Juan Thomas, Plaintiff, Pro Se VS. B.H. Madera At Metro LLC & Morrison, Ekre, & Bart Management Services, Inc. / Curt Baggett Approved as Expert by Court and Testified (for Plaintiff) via SKYPE on Computer
July 1, 2018	COURT APPOINTED In the United State of America Southern District of Ohio Western Division / Case No. 1:17-cr-117 / Honorable Judge Michael Barrett USA, Plaintiff VS. Qian Williams, Defendant Bill Gallagher, Attorney for Defendant Order from Judge Barrett to Appoint Curt Baggett as Handwriting Expert
June 27, 2018	In the 17 th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301 Case No. CACE15018890 / Judge Barry Stone / Courtroom 4150, 4 th floor US Bank Nat. Assn., Plaintiff VS. Derelle W. Bunn, Defendant Attorney Mark Klein for Defendant Oral DEPOSITION of Curt Baggett taken in Courtroom
June 12, 2018	In the 15 th Judicial Circuit Court of Palm Beach County, West Palm Beach, FL 33401 Case No.: 2018-CA-000154 / Judge Dana M. Santino / PH: 561-355-2431 Joshua Blanchard, Trustee, Plaintiff VS. John LeBeau; Unknown Tenant, Defendant Atty. Labeed A. Choudhry for Defendant / Room 6A, 6 th floor Judge Dismissed in favor of Defendant Curt Baggett Approved as Expert by Court and Testified (for Defendant)
June 6, 2018	In the 24 th Judicial District Court of Victoria County, Texas 77902 Cause No. 16-10-80111-A / Court PH: 361-575-0581 Warren V. Alkek VS. Gary Branfman Attorney Charlie J. Cilfone for Plaintiff Court Ruled in favor of Plaintiff, Warren Alkek Curt Baggett Approved as Expert by Court and Testified (for Plaintiff)

Curt Baggett – Expert Document Examiner

- May 29, 2018 For the 24th Judicial District Court of Victoria County, Texas 77902
Cause No. 16-10-80111-A
Warren V. Alkek VS. Gary Branfman
Attorney Charlie Cilfone for Plaintiff
Oral and Videotaped **DEPOSITION** of Curt Baggett at the offices of Werner Law Group in Victoria, Texas
- May 23, 2018 In the Superior Courts of the Cordele Judicial Circuit, State of Georgia
Fitzgerald, GA / 2nd floor
Case No. / Judge David Hobby
Atty. Kyle C. Cook for Estate of McDonald
Curt Baggett Approved as Expert by Court and Testified
- May 17, 2018 In the 55th District Civil Court of Harris County, Houston, Texas 77002
Cause No. 2016-40009 / Judge Jeff Shadwick / 9th floor PH: 832-927-2650
Fajardo, Miguel VS. Hernandez, Francisca Aida and Miguel
Attorney for Plaintiff, Louis A. McWherter / **Court Appearance Only**. When Curt showed up to testify, Defendant admitted to forgery and so stipulated in court.
- April 19, 2018 In the 17th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301
Case No. 14-018936 / Judge Joel Lazarus / Courtroom 14160, 14th floor
HSBC Bank USA, Plaintiff V. Cary O. Lopez; Camille Lopez; et al, Defendants
Diana Ho-Yen, Esq. Attorney for Defendants / **Curt Testified**.
- April 18, 2018 In the 17th Judicial Circuit Court of Broward County, Ft. Lauderdale, FL 33301
Case No. 14-008519 CF 10A / Judge Ernest A. Kollra / Courtroom 5750, 5th floor
State of Florida, Plaintiff V. John B. Robinson, Defendant
JURY Trial / Court PH: 954-831-7721 / Bruce Ratloff, Esq. Atty. for Defendant
Curt Baggett Approved as Expert by Court and Testified (for Defendant).
- April 10 & 11, 2018 In the 422nd Court of Kaufman County / 100 W. Mulberry, Kaufman, Texas 75142
Case No. 99505-422 / Tracy Gray V. Dennis Jones / Visiting Judge Martin Lowry
Atty. Elizabeth Alvarez for Tracy Gray
Curt Baggett Approved as Expert by Court and Testified (for Judicial Candidate Tracy Gray). Baggett's testimony helped the court rule for a Special Election and Tracy Gray won 2,253 to 1,849.
- April 5, 2018 In the 301st Judicial District Court of Dallas County, Dallas, Texas
No. DF-1614244 / Judge Mary Brown
In the Matter of the Marriage of Dawn Weeks Spalding and Stephen G. Spalding
Oral **DEPOSITION** of Curt Baggett recorded at Office of Robert Wood, Esq.,
Atty. for Steve Spalding / 6688 N. Central Expy. #1000, Dallas TX 75206
- March 29, 2018 International Chamber of Commerce / International Court of Arbitration
ICC Case 22192/RD/MK Jack J. Grynberg (U.S.A.) and RSM Production Corporation (U.S.A.), Claimants V. Rodeo Resources, L.P. (U.S.A.) and Jim Ford (U.S.A.), Respondents / Arbitration Hearing at Office of Gary McGowan, 5009 Caroline St., Suite 100, Houston, TX 77004
Attorneys E. F. Mano DeAyala and Andrew C. Wright for Respondents

Curt Baggett – Expert Document Examiner

Curt Baggett Approved as Expert by Court and Testified (for Respondents).

March 26, 2018 And Feb. 26, 2018	In the 303 rd District Court, Dallas District Court, Dallas, Texas 75201 4 th floor Cause No. DF-17-18700 In the Matter of the Marriage of Patrice Dianne Jennison and Raymond Jennison / Judge Dennise Garcia Anthony Green, Esq for Raymond Jennison Curt Baggett Sworn in as Expert Witness on 2-26-18 and present to testify on 3-26-18. Case settled on 3-26-18 before Curt testified.
February 15, 2018	In the 95 th Judicial District Court of Dallas County, TX No. DC-17-16812 Marsha Lee, Executrix of the Estate of Josephine Dennis, Plaintiff VS. Brack Nelson and Herbert Harris, Defendants Attorney for Plaintiff: Michael E. Robinson Oral DEPOSITION – Curt testified in Plano, Texas – Collin County
February 12, 2018	Curt was Court Appointed and Court Approved as an Expert to render an opinion In the United States District Court of South Dakota Western Division United States of America, Plaintiff VS. Frank Gallardo, Defendant Case No. CR 15-50061 Expert Opinion Letter on signatures of Frank Thunder Hawk Gallardo Date: February 12, 2018
February 8, 2018	In the 15 th Judicial Circuit Court in Palm Beach County, WBP, FL 33401 Case No. 50-2009-CA-025627 (AF) / Judge Edward L. Artau PH: 561-355-2431 JP Morgan Chase Bank, Plaintiff VS. Yolette E. Sanguinetti, et al, Defendant Attys. For Defendant: Brian Korte & Daniel Bialczak - 9 th floor, Courtroom 9D Curt Baggett Approved as Expert by Court and Testified (for Defendant).
January 5, 2018	In the Probate Court of Dekalb County, State of Georgia Estate No. 2016-2288 / In the Estate of Jean Mitchell Jones, Deceased Thomas F. Jones, attorney for Jacqueline Woods Oral DEPOSITION (Curt testified via skype)
December 20, 2017 And Dec. 27, 2017	In the 418 th Judicial District Court of Montgomery County, Conroe, Texas 77301 Suite 217 / Court PH: 936-538-3618 Judge Tracy A. Gilbert / Associate Judge Scharlene R. Overstreet No. 17-03-04143 / In the Matter of the Marriage of Kathryn M. Danner and George Earl Danner / Robert Clements Atty. for Kathryn Danner Curt Baggett Approved as Expert by Court and Testified (for Kathryn Danner). Curt's client, Kathryn Danner won over 2 million dollars.
December 13, 2017	In the Justice of the Peace Court, Precinct 3, Place 1, Dallas County, TX Docket Number: JS-16-00417-A / Judge Al Cercone / PH: 214-321-4106 James Elbaor, Plaintiff VS. The Manning Group, Defendant Plaintiff's Atty. Matt McKool / Plaintiff won case. Curt Baggett Approved as Expert by Court and Testified (for Plaintiff).

Curt Baggett – Expert Document Examiner

- November 29, 2017 In the Department of Workforce Development Equal Rights Division
ERD Case No. CR 201503242 / EEOC Case No. 26G201600194C
Administrative Law Judge Alice DeLaO
819 N. 6th St. room 723, Milwaukee, WI 53203-1687
Client: Kelvin Goodwin
Curt Attended Mediation.
- October 17, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY
Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636
Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino
Atty. Gerald Slotnik for Michael Yovino / Continued from 7-31-17
Curt Baggett Approved as Expert by Court and Testified.
- October 3, 2017 In the Justice of the Peace Court Precinct 1, Place 2, Lancaster, TX
Case No. JS-1700096K / Judge Valencia Nash / PH: 972-228-2272
Paul McCowan, Pro Se Plaintiff VS. Santander Consumer USA, Defendant
Court Appearance Only.
- September 13, 2017 In the Court of Common Pleas, Ross County, Chillicothe, OH
Case No. 17CI000227 / Judge Scott W. Nusbaum / Court Ph: 740-702-3032
Todd Holdren et al, Plaintiff VS. Ingle-Barr, Inc. et al, Defendant
Plaintiff Attorney Mark A. Preston
Curt Baggett Approved as Expert by Court and Testified.
- August 11, 2017 In the Sixth Judicial Circuit of Pinellas County, St. Petersburg, Florida
Case No. 15 004281 CI 11 / Judge Pamela A.M. Campbell
Daisy Datin VS. Arty Joe's, Inc. / Courtroom E, 3rd floor
Defendant Attorney Jawdet I. Rubail / Non-Jury Trial
Case Continued from 7-27-17 / **Court Appearance only.**
Directed Verdict in Favor of Arty Joe's, Inc. before Curt was to take the stand as
Expert Witness for Arty Joe's, Inc.
- July 31, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY
Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636
Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino
Atty. Gerald Slotnik for Michael Yovino / Continued from 3-2-17
Curt Baggett Approved as Expert by Court and Testified. Continued to 10-17-17
- July 27, 2017 In the Sixth Judicial Circuit of Pinellas County, St. Petersburg, Florida
Case No. 15 004281 CI 11 / Judge Pamela A.M. Campbell
Daisy Datin VS. Arty Joe's, Inc. / Courtroom E, 3rd floor
Defendant Attorney Jawdet I. Rubail / Non-Jury Trial
Court Appearance only. Case Continued to 08-11-17
- July 14, 2017 In the 134th Judicial District Court of Dallas County, Dallas, Texas
George L. Allen, Sr. Courts Building, 6th Floor West (old)
Cause No. DC09-13760 Judge Dale Tillery / Court PH: 214-653-6995
Comerica Bank VS. Emmanuel Mainoo
Defendant Attorney Rachel Khirallah

Curt Baggett – Expert Document Examiner

Curt Baggett Approved as Expert by Court and Testified.

- June 20, 2017 In the Guadalupe County Court At Law, Seguin, Texas
Cause No. 2006-PC-0273 Judge Robin V. Dwyer / PH: 830-303-8869
In the Estate of Raymond Oatman Whipple, Jr., Deceased
Attorney John A. Mead - Jury Trial
Curt Baggett Approved as Expert by Court and Testified.
- June 15, 2017 In the 153rd District Court of Tarrant County, Ft. Worth, Texas 76196
Tom Vandergriff Civil Courts Building, 3rd floor – 100 N. Calhoun Street
Judge Susan Heygood McCoy PH: 817-884-2691
Case No.
Metro Mobile electronic LLC VS. Collie Duran
Defendant Attorney: Frank Newman, Jr., Esq.
Curt Baggett Approved as Expert by Court and Testified. Continued from 6-9-17
- June 15, 2017 In Dallas County Court at Law No. 2, Dallas, Texas
George L. Allen, Sr. Courts – 5th floor
Cause No. CC-17-01445-B Judge King Fifer
Rafael Rivera, Plaintiff VS. Nenidia Guillen Robles and all
other occupants, Defendants
Attorney for Defendant, Thomas Jackson
Curt Baggett Approved as Expert by Court and Testified.
- June 14, 2017 In the 431st Judicial District Court of Denton County, Denton, Texas
Cause No. 2011-70623-431 Judge Brody Shanklin
In the Matter of the Marriage of Farah Diba Deendar-Yacoob
And Tabrez Yacoob
Atty. Andrew Howard
Curt Baggett Approved as Expert by Court and Testified. Case Continued
- June 13, 2017 In the 322nd Judicial District Court of Tarrant County, Ft. Worth, Texas
No. 322-614688-17 Judge Nancy L. Berger
In the Matter of the Marriage of Maria Delgado Lopez Yammine
And Imad Joseph Yammine / **Court Appearance Only.**
Atty. Ryan Hardy NO SHOW by other attorney – CONTINUED to 9-20-17
- June 9, 2017 In the 153rd District Court of Tarrant County, Ft. Worth, Texas 76196
Tom Vandergriff Civil Courts Building, 3rd floor – 100 N. Calhoun Street
Judge Susan Heygood McCoy PH: 817-884-2691
Case No.
Metro Mobile electronic LLC VS. Collie Duran
Defendant Attorney: Frank Newman, Jr., Esq.
Curt Baggett Approved as Expert by Court and Testified. / Continued to 6-15-17
- May 26, 2017 In the 15th Judicial Circuit Court in Palm Beach County, WPB, FL 33401
JPMorgan Chase Bank, National Association Successor in Interest to Washington
Mutual Bank, Plaintiff V. Yolette E. Sanguinetti, et al, Defendants
Case No. 50-2009-CA-025627 (AF) / Court PH: 561-355-2431

Curt Baggett – Expert Document Examiner

Brian Korte, Esq. – Attorney for Defendants
Oral **DEPOSITION** (Curt Testified via Skype from Dallas, TX)

May 2, 2017 In the District Court Division, Rockingham County, North Carolina
14 CVD 1034 / Judge James Allen Grogan / PH: 336-634-6012
Robert Lance Hash, Sr., Plaintiff VS. Kristen E. Kovach, Defendant
Atty. H. Craig Farver for Defendant
Curt Baggett Approved as Expert by Court and Testified via Skype.

April 11, 2017 In the Tarrant County Court at Law No. 1 in Fort Worth, Texas 76196
Case: 2017-000668-1 / Judge Don Pierson / Court PH: 817-884-1457
TFHSP, LLP as Trustee V. Edgar Acosta and all occupants
4th Floor, Room 490 / Moses, Palmer, & Howell, LLP for Defendants
Appearance Only. Mediation Ordered by Judge.

March 2, 2017 In the New York Supreme Court in Kings County, Brooklyn, NY
Courtroom 461 / Judge Katherine A. Levine / PH: 347-404-9636
Case No. 5118215 LNT / Fredrick Rufrano V. Michael Yovino
Atty. Gerald Slotnik for Michael Yovino
Curt Baggett Approved as Expert by Court and Testified. Continued to 7-31-17

Feb. 24, 2017 In the Circuit Court of the Eleventh Judicial Circuit
for Dade County, Miami, Florida
US Bank NA V. The Estate of Orestes Guirola Et Al
Case No. 12-24740 CA / Job #: 2549280 PH: 817-456-3327
Attorneys Carlos D. Lerman & Steven Liberty
Oral **DEPOSITION** (Curt testified via Skype in Dallas, TX)

Feb. 2, 2017 In the Superior Court of Washington for King County, Seattle, WA
Case No. 15-2-03115-5 SEA / Hipps vs. Virginia Mason Medical Center
Clerk of Court PH: (206) 296-9300
Defendant Attorneys William J. Leedom & David M. Norman
BENNETT BIGELOW & LEEDOM P.S. | BBLLAW.COM
Oral **DEPOSITION** (Curt testified via Skype in Plano, TX)

January 4, 2017 In the 310th Judicial District Court, Harris County, Houston, Texas
Cause No. 2015-24273 / Judge Lisa Millard
Sylvia Jimenez Scott VS. Angel Fidencio Trevino
Atty. Duana Boswell-Loechel - Litigation Director- Lone Star Legal Aid
Curt Baggett Approved as Expert by Court and Testified

Oct. 20, 2016 In the Ninth Judicial Circuit Court, Orange County, Orlando, FL
Probate Division / Court Room 20A / Case Continued from 8-2-16.
Case No. 15-CP-1939 / Judge Jose R. Rodriguez
In Re: Estate of Donald Leroy Hall
Petitioner Attorney Daniel de Paz
Curt Baggett Approved as Expert by Court on 8-2-16 and Testified
via Skype from Richardson, TX

Curt Baggett – Expert Document Examiner

Sept. 8, 2016	In The Supreme Court of the Commonwealth of the Bahamas Ansbacher House, Nassau, Bahamas 2013/CLE/gen/007823 / Justice Ian Winder Clayton Hillgrove Taylor V. Bank of the Bahamas Attorney Arthur L. Minns Curt Baggett Approved as Expert by Court and Testified.
Aug. 10, 2016	In the 18 th District Court Johnson County, Cleburne, Texas Guinn Justice Center, Room 204, 3 rd floor Case No. FS0740 / Judge John Neill / PH: 817-556-6820 Def. Attorney Don W. Bonner / Jury Trial Curt Baggett Approved as Expert by Court and Testified.
Aug. 3, 2016	In the Probate Court No. 1 Dallas County, Dallas, Texas No. PR-13-968-1 Old Criminal Courts Building 2 nd floor Judge Brenda Hull Thompson / PH: 214-653-7236 Joe Davis Trial / Attorney Michael Todd Curt Baggett Approved as Expert by Court and Testified.
Aug. 2, 2016	In the Circuit County for Orange County, Orlando, FL Probate Division / Court Room 20A Case No. 15-CP-1939 / Judge Jose R. Rodriguez In Re: Estate of Donald Leroy Hall Petitioner Attorney Daniel de Paz Curt Baggett Approved as Expert by Court to testify on 10-20-16 via Skype. Case Continued to 10-20-16.
June 23, 2016	In the 201 st Judicial District, Travis County, Austin, Texas 345 th District Courtroom, 4 th floor, #412 PH: 512-854-9457 Cause No. D-1-FM-14-005909 / Judge Stephen Yelenosky In the Matter of the Marriage of Estela Trevino Dyer and Donald Edmund Dyer Attorneys Cristi Trusler & Rebekah Duke Jury Trial. Curt Baggett Approved as Expert by Court and Testified.
June 8, 2016	In the Supreme Court of the Commonwealth of the Bahamas Probate Side, No. 2015/PRO/cpr/00006 / Justice Ian Winder Eleanor Brennen v. Carlton McMinns Michael W. Horton, Esq. / Nassau, Bahamas Curt Baggett Approved as Expert by Court and Testified.
June 6, 2016	In the Supreme Court, Commonwealth of the Bahamas Family Division, No. 00145 / Madam Justice Rhonda Bain Steven Bernard D'Alewyn and Rosalyn Vanessa D'Alewyn Alexander P. Maillis II, Esq. / Nassau, Bahamas Curt Baggett Approved as Expert by Court and Testified.

Curt Baggett – Expert Document Examiner

June 2, 2016	In the Tarrant County Family Law Center / Ft. Worth, TX Case No. 360-5933-76-16 / Judge Cynthia Mendoza 360 th Court / Ph: 817-884-2720 Tanner J. Lippert V. Savannah Rhea Jeff Branch, Esq. Curt Baggett Approved as Expert by Court and Testified.
May 16, 2016	In the 18 th Judicial Circuit Court / Brevard County, Florida Case No. 2010 CA 033662 / Judge Lisa Davidson Moore Justice Center / Courtroom 2b / Ph: 321-617-7281 PNC V. Courtney Roberts Curt Baggett Approved as Expert by Court and Testified.
April 15, 2016	In The County Court at Law No. 1 / Tarrant County, Texas Cause No. 2014-000426-1 / Judge Don Pierson Court Clerk Ph: 817-884-2418 / 817-212-7074 David Hart v. Harley Davidson / Jack Peacock, Esq. Appearance. Case Continued.
April 13, 2016	Eighth Judicial District Court / Clark County, Las Vegas, Nevada Regional Justice Center / Ph: 702-671-4344 Case # P-15-086345-E / Judge (Commissioner) Wesley Yamashita Probate Estate of Wright, Charles Lowell / David C. Johnson, Esq. Curt Baggett Approved as Expert by Court and Testified.
February 10, 2016	In The Essex County Superior Court / Newark, New Jersey Case No. DC 010854-15 / Judge Frank Covello NJ Higher Education V. Manuel F. Ponte Jose B. Moreira, Esq. Law Firm Immediately after Judge Covello approved Curt Baggett to testify in his court, the opposition attorney settled.
January 14, 2016	In The Probate Court No. 1 of Dallas County, Texas Cause No. PR-15-03152-1 / Judge Brenda Hull Thompson Estate of David Clemmons, Deceased Susan M. Herndon, Esq.
December 17, 2015	Justice of the Peace, Precinct 3, Place 1 / Dallas, Texas Case # JS-1431021A / Judge Albert B. Cercone Carol M. Kam V. Western Surety / Pyke, David Appearance only.
December 15, 2015	Harris County 308 th Judicial District Court / Houston, Texas No. 2011-15816 / Associate Judge Alyssa Lemkuil Bishop V. Burroughs / Catherine Herrington Hale, Esq.
December 14, 2015	Cameron County Court at Law No 2 / Brownsville, Texas Judge Laura L. Betancourt Robert Robertson, Esq.

Curt Baggett – Expert Document Examiner

November 30, 2015	Woods County Courthouse / Alva, Oklahoma CF-2013-87 / Judge Justin Eilers The State of Oklahoma V. Michael Lynn Freeman Tim Pool, Esq. / Appearance only. Testimony filed.
November 19, 2015	In the County Court at Law No. 1 / Dallas County, Texas No. CC-15-04952-A / Judge D'Metria Benson Investors Mgs. Center V. John Dobbins
November 18, 2015	Court of Common Pleas in Franklin County, Ohio Case No. 14 JU 11807 / Magistrate Sanchez Criminal Division / State of Ohio V. Cassius Crome, Jr. Byron Potts, Esq. / Columbus, Ohio
November 13, 2015	The Circuit Court of Taney County / Branson, Missouri Estate No. 10AF-PR00229 / Division 1 Judge Tony Williams Regions Bank V. Ron Davis - Appearance only. Diana Brazeale, Esq. and Kelley Webb, Esq.
October 14, 2015	Harris County Civil Courts at Law #2, (Houston) Texas No. 947381 / Judge Theresa W. Chang Dixie Farm Texaco, Inc. V. Darinder Pal Singh, et al Carl A. Parker, Esq.
October 8, 2015	County Court at Law in Kerr County, Texas Cause No. CCL 15-3 / Judge Susan Harris In the Matter of the Estate of Antonio Ayala, Jr. Samira Mery Lineberger, Esq.
September 21, 2015	State of Texas V. Judge Alfred Isassi Case No. 15-CRF-0182 / Judge Robert Flores 105 th District Court of Kleberg County Texas (Kingsville) Eric Flores Esq. Attorney of Record
September 14, 2015	Circuit Court of Taney County, Missouri / Probate Division Page G. Schumacher Trust V. Regions Bank Estate No. 10AF-PR00229 Branson, Missouri / Ron Davis Attorney of Record Diana Brazeale, Esq. and Kelley Webb, Esq.
September 10, 2015	Court of Common Pleas in Franklin County, Ohio Criminal Division / State of Ohio V. Cassius Crome, Jr. Case No. 14 JU 11807 / Judge Preisse Byron Potts, Esq. / Columbus, Ohio
September 2, 2015	246 th District Court of Harris County, (Houston) Texas Case No. 2014-01759 / Judge Charley E. Prine, Jr. Zuralma Newson V. Frank Newsom Edmond N. O'Suji, Esq.

Curt Baggett – Expert Document Examiner

August 17, 2015	Appearance: Virginia In the Circuit Court of Orange CL 13000165 Judge Gaylord Fincus Robert Mayo, Plaintiff and Pro Se
August 12, 2015	Herman Lee Gibbons Case Lee and Roman Gibbons Client Dallas County Probate Court #3 Judge Margaret Jones Esq. Bryan Bethune Attorney of record
July 30, 2015	Betty Tillis Bankruptcy / Case No. 15-04059 Judge Michael D. Lynn Northern District of Texas / Fort Worth, Texas Andrew Dunlap Attorney of Record Curt Baggett Approved as Expert by Court and Testified for Betty Tillis Court ruled in favor of Curt's testimony for Betty Tillis
May 7, 2015	Judge Clay Poynor James Reed Level VS Jesse Sayles Level Attorney George R. Bienfang County court of law No. 2 / Case No 14-04-258 Wise County Richport, Texas
May 15, 2015	Deutsche Bank National Trust Company, As Trustee For American Home Mortgage Assets Trust 2006-6, Mortgage-Backed Pass- Through Certificates Series 2006-6 vs. Diane Mandel, et al. Judicial Officer James R. Thompson Case No. 2011-CA-055212 Twentieth Circuit Court, Lee County, Florida
March 27, 2015	Dakota Land and Cattle Company and DesLacs Valley Land Corp. V Jonathon Lochthowe Case # S1-2013-CV00456 / Judge Richard L. Hager North Central Judicial District / Ward County Court House 315 SE 3 rd St P.O Box 5005 / Minot, ND 58702
January 26, 2015	AET Enterprises Inc. vs. AET Enterprise, LLC Case No. CJ-2013-144 and Julie Pitts d/b/a AET Enterprise, LLC vs. The Coves et al., Case No. CJ-2013-145 Dale Marler and Mark Antinero Attorneys of Record 501 West 1 st Street Claremore, Oklahoma 74017
January 8, 2015	Elaine Lett Murphy Cause # 231-558967-14 / Judge Sullivan presiding Laurie Robinson R.N. Attorney of Record Arbitration Sisemore Law Firm Prenuptial Agreement and Property Dispute
December 8, 2014	Farrell v. Farrell et All Cause # G -2010-992-T/I

Curt Baggett – Expert Document Examiner

	Judge Dewayne Farrell Jackson, Mississippi Ross Barnett Attorney of Record
December 4, 2014	Mallard Point Golf Course Cause # 2013-449 Lonoke County Circuit Court / Lonoke Arkansas Judge Sandy Huckabee Jeff Moore Attorney of Record Fraudulent Conveyance Suit
November 6, 2014	Kenneth Bryson V Kenneth Allison 207 th District Court / Judge Bruce Boyer Comal County Courthouse New Braunfels, Texas David Conrad Beyer Attorney of Record
October 23, 2014	Arapahoe County Elections How To Spot A Forgery Lecture and Seminar Corene Henage Interim Deputy of Elections 5334 Prince Street Littleton, Colorado 80120
October 10, 2014	Olympia Alvarado Vs Maria Alvarado Wolters et al.; Cause No. 2013-CL-09746 150 th Judicial District Court Bexar County Texas John Mead Attorney of Record 210-710-0981
October 3, 2014	Leonardo Hernandez Cause # 314-CV-02818-P 95 th Judicial Court Dallas Texas Judge Ken Molberg Dallas County Court 600 Commerce Dallas, Texas Sara Scott Attorney of Record
September 29, 2014	Elaine Lett Murphy Laurie Robinson R.N. Attorney of Record Cause # 231-558967-14 / Judge Jesus Navarez 231 st Judicial Court Fort Worth, Texas
September 19, 2014	National Union Fire Insurance Company of Pittsburgh, PA Through its attorney of record Jeffrey R. Parsons Dallas, Texas Calvin Leavelle Deposition
September 18, 2014	Sate of Oklahoma County of Delaware Jay, Oklahoma Angela Girdner Deposition

Curt Baggett – Expert Document Examiner

Betty Cartwright Attorney of Record

September 17, 2014

Delaware County Court
Judge Berry Benney
13th Judicial District Court
Cause # PB-06-84
327 5th Street Jay Oklahoma
John Watermelon /Edna Sultzer

September 16, 2014

District Court of Gregg County
188th Judicial Court
Judge Daniel Brabham
Hope McPherson v. Johnnie Gunn, Carolyn Gunn and John C.
Gunn Cause # 2011-2012A

August 13, 2014

NY19879 Civil Court The City of New York
County of Richmond
Judge Teresa Cippoteal
Attorney of Record Gary Pillersdorf
Celina Pawlowska V.
New York City Transit Authority The Metropolitan Transportation
Authority and the City of New York

August 1, 2014

United States District Court for the District of Montana
Ahmed A. Al-Aissa V Sears, Roebuck and Co.
Law Office of Urgan, Alexander, Zadick and Higgins P.C.
Deposition

July 16, 2014

Surrogates Court of New York
Judge Diane A. Johnson
2 Johnson Street
Brooklyn, New York 11201
Cause # 2065/A-207
Respondent John James Rollins
in The Matter of the Proceeding of Raymond Rollins as
Administrator of the Estate of Pearl James

June 2, 2014

Surrogates Court of New York
Judge Diane A. Johnson
2 Johnson Street
Brooklyn, New York 11201
Cause # 2065/A-207
Respondent John James Rollins
in The Matter of the Proceeding of Raymond Rollins as
Administrator of the Estate of Pearl James

May 19, 2014

Cause No ESPR018476
Joanne Crew Probate

Curt Baggett – Expert Document Examiner

	In The Iowa Probate Court in and for Cedar County Judge Mike Lawson Tipton, Iowa
May 15, 2014	Cause No DC-13-290 Israel Garcia V Zulema Gonzalez A.K.A Zulema Morin In the District Court 229 th Judicial District Duval County, Texas Deposition
May 11, 2014	San Antonio, Texas No 2728; Cause No. 2012-CI-19200 Court 57 / Judge Phyllis Speedlin In the Matter of the Marriage of Gobel Attorney James E. Monnig
May 12, 2014	Cause DC-13-13137-D Leonardo Hernandez Garcia V. General Packaging Corp. Dallas County, Texas 95 th Judicial, District Arnold, Arnold, & Itkin LLP Paul Skrabanek
April 22, 2014	In the County Court at Law, Harris County, Texas Case No. 1035401 Angle Salon Corporation V. Dung Chau, Oanh Bui, Vi Phuong Pham D/B/A Pro Salon Defendants Attorney Allan Cease Deposition
April 14, 2014	George Risner V. Harris County Republican Party 269 District Court Harris County, Houston Case 2014-02621 / Judge Don Burgess Appeals Court Judge from Beaumont, Texas
March 10, 2014	The 42nd Judicial District of the Louisiana District Court Mansfield, Louisiana at the DeSoto Parish Annex Bldg. Judge Robert Burgess presiding Cause # 74275 In Succession Kattie Russell –vs.-Ben Russell Attorney of Record: Christopher Sices
March 5, 2014	Court of Common Place Harrison County, OH Case No. CVH 20130022 / Judge Lintons Lewis Jr. Sharon Stitt vs. Jamie
February 13, 2014	Eastern Caribbean Supreme Court Tortola British Virgin Islands Robert J. Tarlecky case

Curt Baggett – Expert Document Examiner

Attorney of Record: Bob W. Lentz

January 30, 2014	In the Circuit Court of the First Judicial Circuit Santa Rosa County, Florida Case No. 2011 CA 000054 Deposition Wells Fargo Bank, NA vs. Douglas Paul Perryman, Tricia Rene Simon / Attorney Farrar
January 22, 2014	In the Federal Court New Orleans, LA Hale Boggs Federal Building Docket Number 2013-0190 / Judge Bruce T. Smith United States Coast Guard vs. Nelson G. Hopper Attorney Bill Hidalgo (985) 249-5195
January 16, 2014	In the 138 th District Court Cameron County, Texas Cause No. 2012-DCL-4772-B / Judge Arturu C. Nelson Michelle Atkinson vs. Orlando Robles
January 10, 2014	In the 302 nd District Court Dallas County, Texas Cause No. 1200649-V / Judge Tena Callahan In the Interest of Elva Steele
January 9, 2014	In the Branch 1 Court Marathon County Cause No. 2013-SC-669 / Judge Jill Falstad Stanley Miller Estate vs. Diane Story, Wausau, Wisconsin Attorney Andrew Schmidt (715) 845-9621
December 16, 2013	Appeal Hearing State of Georgia Employment Commission Adam Carson vs. The State of Georgia Hearing Officer: Jacqueline Kennedy Dvorak
November 5, 2013	In the 224 th District Court Bexar County, Texas Kader Solomon v. Wael M. Sulieman Cause No. 2013-CI-06053 / Judge Larry Noll
October 31, 2013	In the 251 st District Court Randall County, Texas Cause No. 63,887-C Lawrence Schaeffer and Estelle Archer: Plaintiffs, Counter-Defendants v. David Allison and Austin Equity Investor: Ltd., Defendants, Counter-Plaintiffs and Richard K. Archer: Intervenor and Eileen Allison: Intervenor

Curt Baggett – Expert Document Examiner

October 4, 2013	In the 219 th District Court Collin County, Texas Cause No. 219-02861-2013 Ex Parte V. Allison Moore / Judge Scott. J. Becker
October 2, 2013 Sparta, Tennessee Attorney Doug Fields	In the Chancery Court White County, Tennessee Cause No. 2012-CV-39 Robinson V. Robinson / Judge Ronald Thurman
August 27, 2013 Attorney Dantone, Frank	In the Chancery Court Washington County, Mississippi Cause No. 20120419 / Judge Franklin S. Thackston
July 23, 2013 Attorney Walter L. Taylor	In the 20 th Judicial District Milam County, Texas Shannon Farr v. Terry Nevitt Farr, et al. Cause No. CV-35-208 / Judge John W. Youngblood
July 19, 2013 Attorney Noaman Azhar	U. S. Department of Justice, Executive Office for Immigration Review Dallas County, Texas In the Matter of Md. Rafiqul Islam Khan in Removal Proceedings Case No. A-203-278-078 / Judge Robert Wayne Kimball
July 8, 2013	Taverna v. Fonseca Miami Dade County, Florida Judge Rosa I. Rodriguez
June 17, 2013	In the County Court In and For Broward County Florida Myriam Etienne v. Hope Health Career Institute Case No. 11-11558 / Judge Luis H. Schiff
June 7, 2013 Attorney William H. Davie II	In the Small Claims Division of the County Court In and For Clay County, Florida Tiffany Raye Gaskell v. Alexandra Bethany Crystal Day Case No. 2012-SC-000157
May 13, 2013 Attorney Jim Erwin	Thirteenth Judicial Circuit Court County of Pickens, South Carolina James Earl Shivers v. Mary Eugena Shivers Case No. 2008-DR-39-253 / Judge Alvin Johnson
April 30, 2013 Attorney Andres Reyes	County Court at Law 1 Webb County, State of Texas In the Estate of Rosa Maria Mares, Deceased Case No. 2012PB5000008-L1 / Judge Alvino Ben Morales

Curt Baggett – Expert Document Examiner

April 22, 2013

Attorney Cyndi Nahas

** Court Appointed Expert*

March 23, 2013

Attorneys Fred Koenke and
Scott Collier

February 11, 2013

Attorney Robert C. Allen

Collin County, State of Texas

State of Texas v. Allison Faye Moore

File No. 416-81602-2012

Judge Chris Oldner

19th Judicial District Court

Parish of East Baton Rouge

State of Louisiana

State of Louisiana v. Dominique Smith

No. 08-08-0005 / Judge Anthony J. Marabella

Circuit Court for Escambia County

Probate Division, State of Florida

In Re: Estate of Erma Averhart

File No. 1972-CP-3767 / Judge J. Scott Duncan

Exhibit 5

Inst #: 20180119-0001325
Fees: \$40.00
01/19/2018 12:06:10 PM
Receipt #: 3301102
Requestor:
NATIONAL TITLE COMPANY
Recorded By: OSA Pgs: 18
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

When recorded, return to:
Valley West Corporation DBA Valley West Mortgage
Attn: Post Closing
9580 West Sahara Avenue
Suite 200
Las Vegas, NV 89117
888-931-9444

MAIL TAX STATEMENT TO: Bobby Dee Antee
62 East Serene Avenue #316, Las Vegas, NV 89123

APN #: 176-20-413-076

Title Order No.: 17009321-003-NB1
Escrow No.: 17009321-003-NB1
LOAN #: 0077725141

[Space Above This Line For Recording Data]

DEED OF TRUST

MIN 1005806-0000004831-7

MERS PHONE #: 1-888-679-6377

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 January 16, 2018, together with all Riders to this document.

(B) "Borrower" is BOBBY DEE ANTEE, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY.

Borrower is the trustor under this Security Instrument.



LOAN #: 0077725141

(C) "Lender" is Valley West Corporation DBA Valley West Mortgage.

Lender is a Nevada Corporation,
under the laws of Nevada.

organized and existing
Lender's address is

9580 West Sahara Avenue, Suite 200, Las Vegas, NV 89117.

(D) "Trustee" is National Title Company.

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

(F) "Note" means the promissory note signed by Borrower and dated **January 16, 2018.**
The Note states that Borrower owes Lender **TWO HUNDRED FOUR THOUSAND EIGHT HUNDRED AND NO/100** Dollars
(U.S. \$204,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic

Payments and to pay the debt in full not later than **February 1, 2048.**

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

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

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

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

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

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

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

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

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



LOAN #: 0077725141

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

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

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction] of Clark

[Name of Recording Jurisdiction]:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
APN #: 176-20-413-076

which currently has the address of 9564 Scorpion Track Court, Las Vegas,

[Street] [City]

Nevada 89178

("Property Address"):

[Zip Code]

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



LOAN #: 0077725141

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



LOAN #: 0077725141

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



LOAN #: 0077725141

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



LOAN #: 0077725141

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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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 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



provided 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



LOAN #: 0077725141

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 Lenders' 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.



LOAN #: 0077725141

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.

BA Dee 11/17/18 (Seal)
BOBBY DEE ANTEE DATE

State of NEVADA
County of CLARK

This instrument was acknowledged before me on
(date) by BOBBY DEE ANTEE (name(s) of person(s)).

1-17-2018

(Seal, if any)



Melanie Treanor

(Signature of notarial officer)

Title (and rank):

notary

Lender: Valley West Corporation DBA Valley West Mortgage
NMLS ID: 65506
Loan Originator: Vatche Saatdjian
NMLS ID: 69363



Order No. 17009321-003-NB1

Exhibit A
LEGAL DESCRIPTION

Parcel One (1):

Lot Seventy Six (76) in Block Five (5) of SOUTH MOUNTAIN LOT "B", as shown by map thereof on file in Book 123 of Plats, Page 55, in the Office of the County Recorder of Clark County, Nevada.

Parcel Two (2):

A non-exclusive easement for ingress, egress, use, 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).

LOAN #: 0077725141
MIN: 1005806-0000004831-7

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 16th day of January, 2018 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 Valley West Corporation DBA Valley West Mortgage, a Nevada Corporation

(the "Lender")
of the same date and covering the Property described in the Security Instrument and located at: 9564 Scorpion Track Court, Las Vegas, NV 89178.

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 COVENANTS, CONDITIONS AND RESTRICTIONS

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

(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



LOAN #: 0077725141

Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

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

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 ensure 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



LOAN #: 0077725141

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 PUD Rider.


BOBBY DEE ANTEE

11/17/18

(Seal)
DATE



Exhibit 6

NATIONAL TITLE CO.

8915 S. Pease Road, Unit 20A, Henderson, NV 89074
Phone: (702) 873-7020 • Fax: (702) 446-8353

WIRING INSTRUCTIONS

Bank Name: Nevada State Bank
Bank Address: 1921 N. Rainbow Blvd
Las Vegas, NV 89108
Routing Number: 122400779
SWIFT Code: ZFNBUS55
Account Name: National Title Co. Trust Account
Account Number: 980723803

No where on this
paper did I know I
wouldn't be on title
or 8k in loans was
part of this

Please reference the escrow number in the reference segment of your wire transfer.

The escrow number is: 17009321
Escrow Officer Name: Nikki Bott
Property Address: 9564 Scorpion Track Ct., Las Vegas, NV 89178

PLEASE NOTE: ACH (Automated Clearing House) transfers are not accepted and will be automatically returned to sender, possibly delaying the close of escrow.

\$ 62,261.08

Exhibit 59



Senior Escrow Officer

Email: mchojalsam@ntc.com

Phone: (702) 433-0999

10 years of escrow experience, all in Las Vegas
15 year resident of Las Vegas
Highly experienced in resale, refinance, Rep and short sales

Maria Chojalsam-Ardaya
Senior Escrow Officer



Escrow Officer

Email: escrow@ntc.com

Phone: (702) 433-0999

Experienced in a wide variety of Residential Transactions
20 year resident to Las Vegas, Nevada
Downtown Branch
Orgullosamente Sirviendo a la Comunidad Latina
NAHREP Member

Frances Quiles
Escrow Officer



Escrow Officer

Email: fquiles@ntc.com

Phone: (702) 433-0999

Henderson Local and Proud Graduate of UNLV with a BS in
Business Administration and an Emphasis in Economics.
18 years of Escrow Experience in Nevada
Versed in Residential Resale, Short Sale, Refinance and
Commercial Transactions

Exhibit 59

Nikki Scales Boff
Senior Escrow Officer



Escrow Officer

Email: boffn@nationaltitle.com

Phone: (714) 473-7023

17 years Escrow Experience
3 year resident to Nevada
Short Sale/Residential
Resale/REO/Refinance/Commercial/Bulder

Mandy Singer
Escrow Officer



Escrow Officer

Email: singermandy@nationaltitle.com

Phone: (972) 482-7023

Spanish Speaking
Experienced in Short Sale/Refinance/Residential Resale
Transactions/REO/Hard Money/New Builder
Raised in The Las Vegas Valley
14 years of title and escrow experience

Lorena Marquez
Escrow Officer



BARBARA K. CEGAVSKE
Secretary of State
101 North Carson Street, Suite 3
Carson City, Nevada 89701-3714
(775) 684-5708
Website: www.nvsos.gov

Application for Appointment as a Notary Public

☒ Resident
☐ Non-Resident
☒ Renewal

ABOVE SPACE IS FOR OFFICE USE ONLY

Signature Instructions: Include your full last name and your original signature. Use this signature on all notarial acts.

I enclose the payment in the amount of \$35.00 payable to the Secretary of State. I understand this fee is a non-refundable processing fee. I declare under penalty of perjury that information provided on this form is true and correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X

[Handwritten Signature]

Nikki Sikalis

Applicant Signature

Print your name exactly as you want your name to appear on the appointment

PERSONAL INFORMATION

1. Legal Name of Applicant:

First: Nikki Middle: Last: Sikalis Suffix:

2. Mailing Address in Nevada*: If P.O. Box, section 3 MUST be completed

Street Address or P.O. Box: 8915 S. Pecos Rd. Suite 20A City: Henderson Nevada: 89074 Zip Code

*NOTE: If mailing address is the employer address, section 10 MUST be completed.

3. Residence Address:

Street Address: 54 Precipice Ct. City: Henderson State: NV Zip Code: 89002

4. Daytime Telephone: (Include Area Code) 702-331-6900 ☒ Work ☐ Home ☐ Cell

5. Date of Birth: 03/27/1974 (mm/dd/yyyy) 6. Mother's Maiden Name: Sutherland

7. Email Address: nikki.bott@stewart.com 8. Non-Resident State: (if applicable)

GENERAL INFORMATION

9. Is this a requirement of your employment? Yes - provide employer information in section 10. ☒ Yes ☐ No

10. Employer Name: Stewart Title Company Telephone: (Include Area Code) 702
Street Address or P.O. Box: 8915 S. Pecos Rd. Suite 20A City: Henderson Nevada: 89074 Zip Code

11. County where Bond is filed pursuant to NRS 240.030(1)d: Clark County
The above county is: ☒ a) County of residence ☐ b) County of employment of non-resident*

*Non-resident applicants must submit appropriate affidavits with this form

QUALIFYING QUESTIONS

12. Are you a United States Citizen? Yes - go to question 14 No - MUST complete question 13 ☒ Yes ☐ No

13. If not a U.S. Citizen, are you lawfully admitted for permanent residence?
Yes - complete document verification request and submit with application Alien Registration Number: ☐ Yes ☐ No

14. Have you ever had an appointment as a notary public revoked or suspended in this state or any other state or territory of the U.S.? ☐ Yes ☒ No

15. Have you ever been convicted of a crime of moral turpitude? Yes - documentation proving that your civil rights have been restored MUST be attached or your application will be rejected ☐ Yes ☒ No

16. Have you ever been a Nevada Notary? Yes - complete a) and b) ☒ Yes ☐ No
a) Notary Number: 99-51306-1 b) Expiration Date: 12/9/18

17. Have you enrolled in and successfully completed the MANDATORY Notary Training online course of study pursuant to NRS 240.018? Yes - complete a), b) and attach evidence of class attendance ☒ Yes ☐ No
a) Class Date: 10/10/2018 (mm/dd/yyyy) b) Class Time: 11:55am

C20181121-0227



Office of the County Clerk

Lynn Marie Goya
County Clerk
Commissioner of Civil Marriages

Jim Pierce
Assistant County Clerk

FILING NOTICE

State of Nevada }
County of Clark } SS:

Pursuant to the requirements of NRS 240.030, I do hereby certify to the Secretary of State that

NIKKI SIKALIS

has filed the following documents in the Office of the County Clerk in order to obtain an appointment
as a **Notary Public** in and for the State of Nevada:



Oath of Office taken on: November 14, 2018

Bond, if required. Effective date: December 09, 2018

In witness whereof I have hereunto set my hand this 16th day of November, 2018

LYNN MARIE GOYA
COUNTY CLERK

BY:

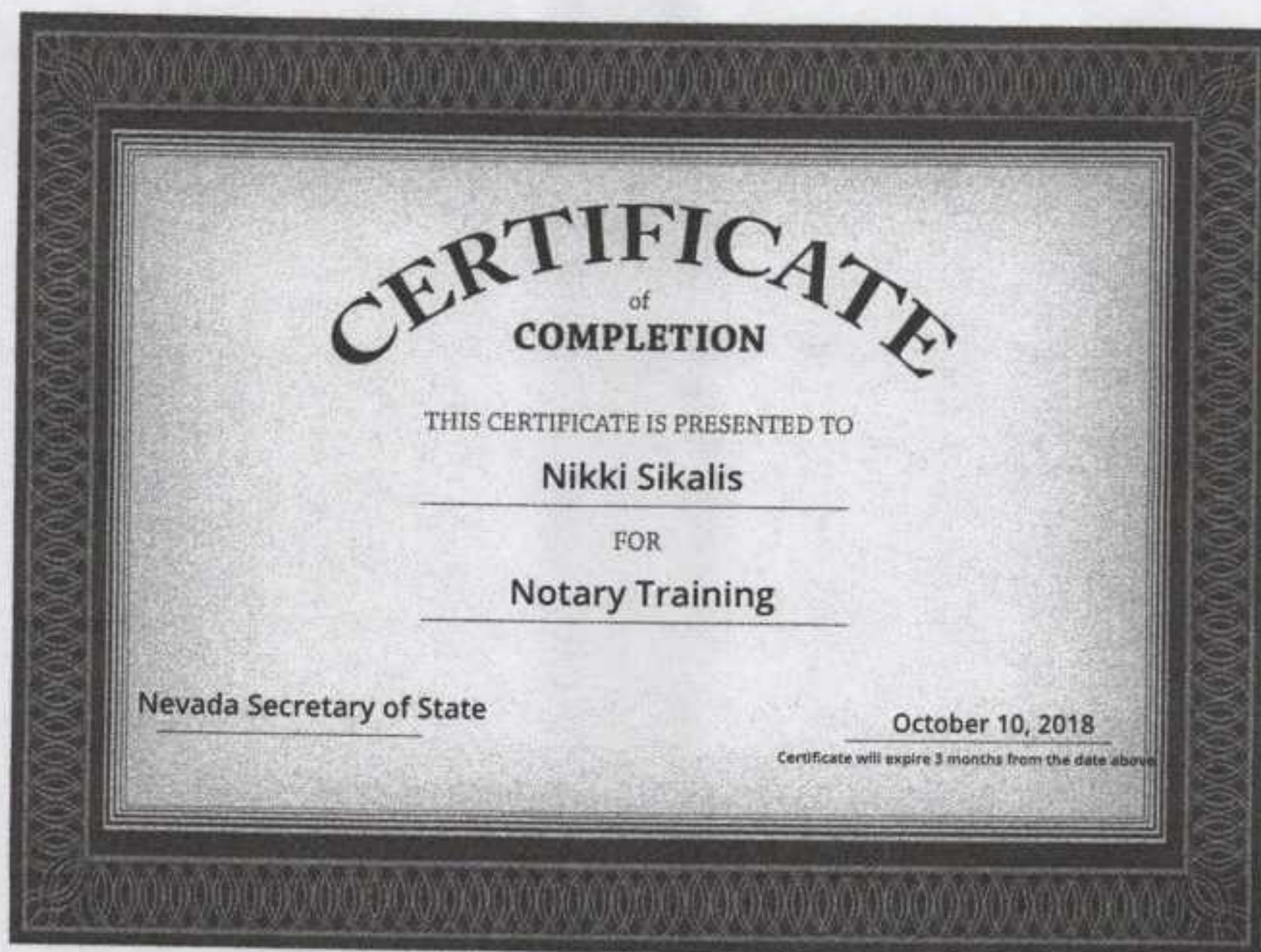
A handwritten signature in cursive script, appearing to read "Amy Huff", is written over a horizontal line.

Amy Huff

Deputy County Clerk

Ex-Officio Clerk of:

Board of County Commissioners - Clark County Board of Equalization
Clark County Liquor and Gaming Board - Mt. Charleston Fire Protection District
Clark County Water Reclamation District Board of Trustees - Clark County Debt Management Commission



~~10/1/2019 10:15 AM~~**VIOLATIONS HISTORY****NIKKI SIKALIS****Notary Public Name:****VIOLATIONS HISTORY DETAILS**

Action ID	Action Date	Source	Action	Action Reason	Due Date	Fine	Comment	UserID
	04/03/2019	N/A	Violation	Journal not in compliance,		\$250.00	NO JOURNAL ENTRY, EDP; 4-16-19 PD IN FULL, EDP	EDellaPi

Page 1 of 1, records 1 to 1 of 1

[Back](#)[Return to Search](#)

~~Wednesday, June 3, 2020 11:15 AM~~**PAYMENT HISTORY**


NIKKI SIKALIS

Notary Public Name:

99-51306-1

Commission:

PAYMENT HISTORY DETAILS

Transaction Date	Work Order Number	Payment Method	Amount	UserID	Notes
04/17/2019	ON20190417-0023 (/WorkOrderSearch/WorkOrderDetails? workOrderNumber=ON20190417- 0023)		\$45.00	Nikki Sikalis	

Page 1 of 1, records 1 to 1 of 1

[Back](#) [Return to Search](#)

Notary
Record

Wednesday, June 3, 2020

NOTARY PUBLIC SEARCH

NOTARY COMMISSION PROFILE

☐ CAP☐ PUBLIC INFORMATION☐ PASSED BACKGROUND CHECK

Notary Public Name:

NIKKI SIKALIS

Commission:

99-51306-1

Email Address:

NIKKI.BOTT@STEWART.COM

Alien Registration Number:

Notary Public Legal Name:

Non-Resident State:

☒ Home Phone: (702) 293-0005☒ Cell: (702) 373-9713☒ Work: (702) 331-6900

CURRENT APPOINTMENT INFORMATION

Clark County

County:

12/09/2018

Bond Effective Date:

12/09/2022

Commission Expiration Date:

ADDRESS INFORMATION ☐ NON-RESIDENT

54 PRECIPICE CT, HENDERSON, NV 89002

Residence Address:

STEWART TITLE COMPANY

Employer Name:

GENUITY2APP 10.128.248.200

<https://esos.sos-ad.nv.gov/NotarySearch/GetNotaryProfileDetailsBack>

8915 S PECOS RD STE 20A, HENDERSON, NV 89074

Mailing Address:

8915 S PECOS RD STE 20A, HENDERSON, NV 89074

Employer Address:

(702) 331-6900

Phone:

NOTARY STATUS

Active

Notary Status:

eNotary Status:

Unresolved Violation : ☒

PERSONAL

03/27/1974

Date of Birth:

SUTHERLAND

Mother's Maiden Name:

United States Citizen? ☒ Permanent Resident? ☐Notary appointment revocation/suspension in any state? ☐

SIGNATURE

Signature Type

Entry Date

View Signature

No records to view.

ELECTRONIC NOTARY INFORMATION

eNotary Designation:

eNotary Registration Start Date:

eNotary Service Provider:

eNotary Registration Expiration Date:

PREVIOUS COMMISSION HISTORY

Commission No	Notary Public Name	Reason Code	Commission Start Date	Expiration Date	Name Change Date
99-51306-1	NIKKI SIKALIS	Renewal	12/09/2018	12/09/2022	
99-51306-1	NIKKI SIKALIS	Renewal	12/09/2014	12/09/2018	
99-51306-1	BOTT, NIKKI	Name Change	12/09/2010	12/09/2014	04/10/2012
99-51306-1	BOTT, NIKKI	Active	12/09/2010	12/09/2014	
99-51306-1	NIKKI SIKALIS	No Restored Rights	12/09/2006	12/09/2010	

[< Previous](#)
[...](#)
[1](#)
[2](#)
[...](#)
[Next >](#)
 Page 1 of 2, records 1 to 5 of 10
 [Go to Page](#)

PREVIOUS ENOTARY HISTORY

Commission No	Notary Designation	Commission Start Date	Expiration Date	Type Change Date
---------------	--------------------	-----------------------	-----------------	------------------

No records to view.

[Correspondence History](#)
[Filing History](#)
[Violation History](#)
[Payment History](#)
[Note History](#)

[Back](#)
[Back to Notary Search](#)

1-15-19

Notary's Name: NIKKI SIKALIS

Date Closed: _____

Paid Fine: _____

Address: _____

Suspended: _____

Revoked: _____

Notary's Appointment Number: 99-51306-1

Notary's Appointment Date: 12-9-18

Violation: ALLEGED FORGED QUIT CLAIM DEED

COMPLAINANT LINDSEY L. CARI

Action Taken:

- (1) 1-15-18 RCD COMPLAINT FROM LINDSEY L. CARI
CONTACTED HER TO EMAIL COMPLAINT LETTER
- (2) _____
- (3) 1-19 SENT JOURNAL REQUEST FED EX
- (4) DELIVERED 1/18
- (5) 31218 LEFT MESSAGE WITH NIKKI

Notes: COMPLAINT TURNED OVER TO NOTARY FROM
SANDY IN COMPLIANCE

Supervisor - Norma Spaeth - 702-873-7020
43 VIOLATION LETTER SENT

lake
mead
branch

Conclusion: 41619 PD IN FULL - CLOSING LETTER EMAILED

3-15-19 TALKED TO NORMA - NO JOURNAL

ENTRY - SENDING LETTER. RCD LETTER FROM
PGI

3-15-19 RCD LETTER FROM NIKKI WITH
EXPLANATION

3-27-19 CONTACTED COMPLAINT AND TOLD HER
WE WERE REVIEWING HER COMPLAINT

3-15 RCD RESPONSE FROM NIKKI

\$250.00
Violation
Cam

BARBARA K. CEGAUSKE
Secretary of State

STATE OF NEVADA

SCOTT W. ANDERSON
Chief Deputy Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada



DIANA J. FOLEY
Deputy Secretary for Securities

CRAIG S. KOZENIESKY
Deputy Secretary for Operations

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

OFFICE OF THE
SECRETARY OF STATE

This letter was emailed On 4/19/2019

April 19, 2019

Dear Ms. LiCari:

Please be advised that The Secretary of State's office has resolved the complaint filed on January 15, 2019, against Nikki Sikalis.

Her journal was found out of compliance with notarial law according to NRS Chapter 240.120. She was assessed a civil penalty for duty to maintain contents.

If we can be of further assistance, please feel free to contact our office.

Thank you,

Elena DellaPietra

Notary Division

Office of Nevada Secretary of State Barbara K. Cegauske

202 North Carson Street

Carson City, NV 89701

Office: 775-684-5729

NEVADA STATE CAPITOL
101 N. Carson Street, Suite 3
Carson City, Nevada 89701-3714

MEYERS ANNEX
COMMERCIAL RECORDINGS
302 N. Carson Street
Carson City, Nevada 89701-4201

LAS VEGAS OFFICE
2250 Las Vegas Blvd. North, Suite 400
North Las Vegas, NV 89030

NVSOS.GOV

Acknowledgment

I hereby acknowledge that I am in receipt of the notice of violation and agree to the terms outlined therein. I understand that failure to pay the fine will result in my file being referred to the Attorney General's office for collection and that my notary appointment will be automatically suspended.

Signed: _____

Date: _____

Print Name: _____

Return this acknowledgement and remit your fine payment no later than April 17, 2019 to:

Nevada Secretary of State, Notary Division
202 North Carson Street
Carson City, Nevada, 89701

If you would like to pay by credit card, please use the enclosed Credit Card Checklist and submit along with the signed acknowledgment.

RECEIVED

APR 16 2019

Secretary of State

4/16/19
OK 483
Edp

C20190416-0758

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
Deputy Secretary
for Commercial Recordings

OFFICE OF THE
SECRETARY OF STATE**Commercial Recordings Division**

202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

NIKKI SIKALIS

NV

Job: C20190416-0758

April 16, 2019

Special Handling Instructions:
4-16-19 PD IN FULL, EDP

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Notary Fine			1	\$250.00	\$250.00
Total					\$250.00

Payments

Type	Description	Amount
Check	Check #483	\$250.00
Total		\$250.00

Credit Balance: \$0.00

Job Contents:

NIKKI SIKALIS

NV

BARBARA K. CEGAUSKE
Secretary of State

STATE OF NEVADA



SCOTT W. ANDERSON
Chief Deputy Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada

DIANA J. FOLEY
Deputy Secretary for Securities

CRAIG S. KOZENIESKY
Deputy Secretary for Operations

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

WAYNE THORLEY
Deputy Secretary for Elections

OFFICE OF THE
SECRETARY OF STATE

April 3, 2019

Nikki Sikalis
Stewart Title
8915 So. Pecos RD Ste 20A
Henderson, NV 89074

Dear Ms. Sikalis:

The Secretary of State's office, Notary Division, is in receipt of documentation evidencing notarial errors completed by you, which did not comply with Nevada State notary law.

The act was incorrect for the following reason(s):

NRS 240.120(1d): Journal of notarial acts: Duty to maintain; contents;

...except as otherwise provided in subsection 3, the name and signature of the person whose signature is being notarized.

Civil Penalty \$250.00

As a result of the improper notarization(s), in accordance with 240.040(4), 240.1655(1)(b) the Secretary of State hereby imposes a civil penalty in the amount of Two Hundred Fifty Dollars (\$250.00).

Remittance of the fine should be sent to the Secretary of State, Notary Division, 202 North Carson Street, Carson City, Nevada, 89701, no later than April 17, 2019. Once you agree to pay this fine, failure to do so will result in your file being turned over to Collections and the automatic suspension of your notary appointment.

Additionally, by signing the enclosed copy of this letter, you are agreeing that if a future complaint is received by the Secretary of State's office concerning the same type of offense, the letter could be used as evidence to increase the amount of the civil penalty for the same violation.

NEVADA STATE CAPITOL
101 N. Carson Street, Suite 3
Carson City, Nevada 89701-3714

MEYERS ANNEX
COMMERCIAL RECORDINGS
202 N. Carson Street
Carson City, Nevada 89701-4201

LAS VEGAS OFFICE
2250 Las Vegas Blvd. North, Suite 400
North Las Vegas, NV 89030

nvsos.gov

BARBARA K. CEGAVSKE
Secretary of State

GAIL J. ANDERSON
Deputy Secretary for Southern Nevada

CRAIG S. KOZENIESKY
Deputy Secretary for Operations

WAYNE THORLEY
Deputy Secretary for Elections

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

SCOTT W. ANDERSON
Chief Deputy Secretary of State

DIANA J. FOLEY
Deputy Secretary for Securities

KIMBERLEY PERONDI
Deputy Secretary for Commercial Recordings

April 3, 2019

Nikki Sikalis
Stewart Title
8915 So. Pecos RD Ste 20A
Henderson, NV 89074

Dear Ms. Sikalis:

The Secretary of State's office, Notary Division, is in receipt of documentation evidencing notarial errors completed by you, which did not comply with Nevada State notary law.

The act was incorrect for the following reason(s):

NRS 240.120(1d): Journal of notarial acts: Duty to maintain; contents;

...except as otherwise provided in subsection 3, the name and signature of the person whose signature is being notarized.

Civil Penalty \$250.00

As a result of the improper notarization(s), in accordance with 240.040(4), 240.1655(1)(b) the Secretary of State hereby imposes a civil penalty in the amount of Two Hundred Fifty Dollars (\$250.00).

Remittance of the fine should be sent to the Secretary of State, Notary Division, 202 North Carson Street, Carson City, Nevada, 89701, no later than April 17, 2019. Once you agree to pay this fine, failure to do so will result in your file being turned over to Collections and the automatic suspension of your notary appointment.

Additionally, by signing the enclosed copy of this letter, you are agreeing that if a future complaint is received by the Secretary of State's office concerning the same type of offense, the letter could be used as evidence to increase the amount of the civil penalty for the same violation.

NEVADA STATE CAPITOL
101 N. Carson Street, Suite 3
Carson City, Nevada 89701-3714

MEYERS ANNEX
COMMERCIAL RECORDINGS
202 N. Carson Street
Carson City, Nevada 89701-4201

LAS VEGAS OFFICE
2250 Las Vegas Blvd. North, Suite 400
North Las Vegas, NV 89030

NVSOS.GOV

Acknowledgment

I hereby acknowledge that I am in receipt of the notice of violation and agree to the terms outlined therein. I understand that failure to pay the fine will result in my file being referred to the Attorney General's office for collection and that my notary appointment will be automatically suspended.

Signed: _____ Date: _____

Print Name: _____

Return this acknowledgement and remit your fine payment no later than April 17, 2019 to:

Nevada Secretary of State, Notary Division
202 North Carson Street
Carson City, Nevada, 89701

If you would like to pay by credit card, please use the enclosed Credit Card Checklist and submit along with the signed acknowledgment.

As a result of this violation, you are now required to take a notary training offered by the Nevada Secretary of State's office. The Secretary of State requires you take the class at as soon as possible to avoid further penalties. For class information, please go to <http://www.nvsos.gov/>.

Please notify us as soon as you complete the training

Please sign the enclosed acknowledgment accompanying this letter and remit both it and your civil penalty no later than April 17, 2019 to:


Nevada Secretary of State, Notary Division
202 North Carson Street
Carson City, Nevada 89701

If I can be of assistance, please contact me at (775) 684-5708.

Respectfully,

Barbara K. Cegavske
Secretary of State

By:


Lenora Mueller
Notary Administrator

Enclosures: Violation Resolution Instructions
Acknowledgment for signature
Credit Card Checklist

Exhibit 48

Exhibit 59

Inst #: 20180119-0001324
Fees: \$48.00
RPTT: \$0.00 Ex #: 006
01/19/2018 12:08:10 PM
Receipt #: 3301182
Requestor:
NATIONAL TITLE COMPANY
Recorded By: CBA Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

A.P.N. #	176-50-413-076
Exem No.	17003331-003-NB1
R.P.T.T.	Exempt #8
Recording Requested By:	
National Title Co.	
Mail Tax Statement To:	Same as below
When Recorded Mail To:	
Bobby Dee Astor	
2864 Scorpion Tract Ct	
Las Vegas, NV 89178	

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That for valuable consideration, the receipt of which is hereby acknowledged,

Lindsay Lioret spouse of grantee

does hereby Grant, Bargain, Sell and Convey to

Bobby Dee Astor a married man as his sole and separate property

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

FOR LEGAL DESCRIPTION, SEE ATTACHED EXHIBIT "A"

SUBJECT TO:

1. Taxes for fiscal year;
2. Reservations, restrictions, conditions, rights, rights of way and easements, if any of record on said premises.
3. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and any reversions, remainders, rents, issues or profits thereof.

The undersigned, by his/her execution of this Deed, does hereby acknowledge and agree that he/she shall forever relinquish any and all rights, title and interest he/she may have had in and to the subject property by means of Community Property Law.

See page 2 for signatures of Grantor(s) and Notary Acknowledgment

QCDEP (CSD) Rev. 07/2014

R-48⁷²

Exhibit #8

Exhibit No. 1000321-003-2011
Grant, Mortgage, Sale Deed...Continued

Dated this 17 day of January, 2018 ← Not my writing for the date

Lindsay L. Carr
Lindsay L. Carr

← Not my signature

← I also had no id that
said this name as of
12/26/17

State of Nevada

County of Clark

This instrument was acknowledged before me on

by: Lindsay L. Carr

Signature:

[Signature]
Notary Public



QCDSP (DR) Rev. 07/24/14

R-49 13

Exhibit 7

We are here

Thank you 😊 🧡

Lindsey I'm sending you 58 Homes





LN

Linda N >

Don't ever be sorry! I totally understand. So since they got appraisal back last Thursday, lender is finalizing your loan package to submit for final approval. This takes 3-5 days than they draw your signing docs. I'm hoping we can close you by the 12th. I know it's not that much earlier but by the time they agreed to let us close earlier, it was a lil late. We put a stop on the appraisal rush.

O ok great, but he will come in to sign the last paperwork right?

Yes once the loans docs are delivered at title, you both will have to go in to sign. You are not on the loan but since you guys are married you will need to sign the deed. Once you sign, we can close within 24 hrs.

Ok sounds good 😊 we will be patient then



iMessage



Exhibit 8



Linda N >

though.

Ok great

Jan 8, 2018, 5:45 PM

Lindsey - question: did you drop your maiden name or did you hyphen "Licari- Antee". Weird question sorry but there's a reason.

I dropped it

I just did that for Facebook

Ok got it :)

Jan 9, 2018, 8:14 AM

Good morning, I'm so sorry about Bobby, he is just excited and frustrated but he will be fine. I explained things to him and I don't think he wants to meet. We can just wait until we are ready to sign paperwork to meet



iMessage



Exhibit 9

Linda Naw

LN

I've already asked when texted and i was told they don't even have the #.

LN

But you are for a few days, if it's not closed. The seller still owns the home until you are recorded as new owner. Again it's just a security for the seller.

We can cancel and we will talk to the lender about our earnest money because this did not close in the 21 days promised and we now need to go find a place to live. Thank you for your help

Linda Naw

LN

Lindsey what happened? You're not going to be homeless. I'll find you guys somewhere to go. You're literally 2-3 days from closing.

LN

Lindsey i just forwarded you the CD and lender COO contact. Drafting cancellation now.

Exhibit 10



Linda N >

Jan 16, 2018, 6:33 PM

Lindsey i read your post about Ayden last night on IG. Just wanted to send you my love. I'm so sorry...

Jan 17, 2018, 1:05 PM

Hi Lindsey -Bobby said you're trying to resend the gift letter. Can you just snap a photo of it and text it to me?

Jan 17, 2018, 2:56 PM

Gift Letter

(We do hereby certify to the following:

(We Lindsey Loran have given a gift of \$4000.00 dollars to the below Borrower(s). No repayment of this gift is expected or implied either in the form of cash or future services of the recipient.

Bobby Dee Andes

This gift is to be applied toward the auto payoff.

Relationship to Borrower: Spouse

Donor's name: Lindsey Loran

Street address: 8800 W. Kane Ave

City: Las Vegas State: NV Zip: 89147

Donor Telephone: 702-577-5657

The source of gift funds is:

Bank Name: Chase

Type of Account: ☐ Checking ☒ Savings ☐ Other

Account No.: 3638916776

[Signature] 1-17-18



iMessage



Exhibit 11



Linda Naw, Las Vegas Real Estate Specialist-
ERA Brokers Consolidated

December 13, 2018 at 8:00 AM

STATEMENT RELEASE:

I've never had to write such a post like this but due to the seriousness of the accusations about me and my business floating around social media, I felt it appropriate to release this statement. Anyone who may have seen any false propaganda of me or my services please see below as I feel it necessary to clear the air with real truth and honesty (as much as I can post here).

A former customer of mine has been posting accusations about my services on social media and other web platforms. These accusations are very serious and libelous. They are no longer just someone writing lies and bad reviews. I have brought these posts, and the accusations within them, to the attention of my attorneys.

I maintain the highest level of professionalism with all my clients and have not violated any ethical standards or law. I'm am working on having this situation swiftly resolved, and to have the false accusations removed as soon as possible. At this time, it's not appropriate for me to say more about this unfortunate situation, but please know that these accusations are entirely false, and do not represent who I am.

My positive spin and advice to anyone that is going through something like this 😊

Unfortunately, there may be times when one's reputation comes under attack by rumor or gossip, giving one a false reality and giving others a wrong impression of what the real truth is. Thus, a rumor can go through society that has no basis of truth. If there is one thing you can always count on, it's the TRUTH, it will always surface so long as you aren't on the malicious and falsely slanderous side, you will be okay! Hold your integrity high always and never give in to groups or people that are otherwise. Make sure you understand the source of the rumor/data. These people have patterns of



Linda N >

Jun 26, 2018, 12:59 PM

I see you and Bobby bought this house without me on the deed while we were married without my knowledge and with my money. I will be reporting you and filing a suit

Lindsey I did not buy any home with Bobby without your knowledge. Bobby and you purchased a home. You can send any legal correspondence to my office addressing my broker. He will respond accordingly. Thanks.

Attn: Jeff Moore
ERA Brokers Consolidated
2855 St Rose Pkwy
Henderson, NV 89053

I definitely will and no I have every message you sent and you will be held accountable

This was predatory and you will



iMessage

