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17(b) Time of disclosures

1. *Consummation.* As a general rule, disclosures must be made before consummation of the transaction.

226.19 (a)(1)

1. *Time of Disclosures.* In a residential mortgage transaction subject to the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) the creditor shall make good faith estimates of the disclosures required by section 226.18 before consummation, or shall deliver or place them in the mail not later than three business days after the creditor receives the consumer's written application, whichever is earlier.

70. The execution of the Transactions on or about January 23, 2007, constituted the consummation of a consumer credit sale under TILA, 15 U.S.C. § 1602(g) and (h).

71. The Plaintiff never received the required TILA disclosures in a form he could review.

72. The Defendant violated well established Federal Law by failing to properly deliver all disclosures as required by TILA, RESPA and Regulation Z, 15 U.S.C. § 1638(b)(1); 12 U.S.C. § 2604; Reg. Z §§ 226.17, and 226.18.

73. The Plaintiff suffered actual damages as a result of the Defendant's failure to provide him with copies of its loan documents and TILA disclosures.

74. The Plaintiff was deprived of important financial information and was unable to make an informed decision about the credit provided him. As a result of failing to provide the Plaintiff with a copy of the retail installment contract prior to consummation, the Plaintiff was misled as to the true cost of his financing.

1 75. As a result of Defendant's breaches, the Plaintiff has retained the legal services of
2 attorneys and is entitled to recover reasonable attorneys' fees and costs of this litigation.

3 FIFTH CAUSE OF ACTION

4
5 (Preliminary and Permanent Injunctive Relief)

6 76. The Plaintiff repeats and re-alleges each and every allegation contained in
7 Paragraphs 1 through 75, inclusive, and incorporates same as though fully set forth herein.

8
9 77. The Defendant has unlawfully sought to enforce a promissory note through a
10 foreclosure on the Plaintiff's mortgage.

11
12 78. The Defendant's unlawful foreclosure has harmed, and threatens to harm
13 Plaintiff's credit rating and has required a stoppage of the Plaintiff's good faith efforts to cure
14 any deficiencies and modify the loans.

15
16 79. Compensatory damages to the Plaintiff for the foreclosure actions of the
17 Defendant will not be ascertainable if the foreclosure occurs before the Plaintiff's claims are
18 heard and would in any event be inadequate.

19
20 80. The real property at issue here is unique, and therefore, harm to Plaintiff's right to
21 possession of that real property is irreparable.

22
23 81. The Plaintiff will suffer irreparable harm as a result of a foreclosure sale on the
24 part of either of the Defendant.

25
26 82. The Plaintiff has a reasonable probability of success on the merits.

27
28 83. The Plaintiff is entitled to a temporary restraining order requiring the Defendant
29 to cease the foreclosure sale of the Property, and preventing Defendant from any further sale of
30 the Property.
31
32
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SIXTH CAUSE OF ACTION

(Declaratory Relief)

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2
3
4 84. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs
5 1 through 83, inclusive, and incorporates same as though fully set forth herein.

6
7 85. The Transactions between the parties set forth the respective rights and
8 obligations of the various parties.

9
10 86. The Plaintiff is entitled to a declaration from this Court that he was given an
11 unfair loan or loans; therefore, the Transactions should be rescinded and declared null and void.

12 87. The Court should declare that the loans are rescindable.

13
14 88. The Court should declare that the Defendant is liable for all damages inflicted by
15 its actionable conduct in providing the Plaintiff with unfair and deceptive Loans.

16
17 89. The Court should declare the value of the Plaintiff's TILA claims that may be
18 used for recoupment.

19
20 90. As a result of the Defendant's breaches, the Plaintiff has retained the legal
21 services of attorneys and is entitled to recover reasonable attorneys' fees and costs of this
22 litigation.

SEVENTH CAUSE OF ACTION

(Violation of The Fair Credit Reporting Act)

23
24
25
26
27 91. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs
28 1 through 90, inclusive, and incorporates same as though fully set forth herein.

1 92. At all relevant times in this lawsuit, the Defendant qualified as providers of
2 information to credit reporting agencies under the FCRA and reported negative marks against the
3 Plaintiff
4

5 93. The Defendant knew the Plaintiff was disputing the Transactions, yet the
6 Defendant made negative reports on the Plaintiff's credit report.
7

8 94. The Plaintiff is entitled to maintain a separate cause of action against the
9 Defendant for an award of damages in an amount to be proven at the time of trial for all
10 violations of FCRA which caused actual damage to the Plaintiff, including emotional distress
11 and humiliation, under 15 U.S.C. § 1681s-2(b).
12

13 95. The Plaintiff is entitled to recover damages from the Defendant for negligent
14 noncompliance under 15 U.S.C. § 1681c.
15

16 96. The Plaintiff is entitled to recover damages from the Defendant for making
17 negative reports under FCRA and RESPA.
18

19 97. The Plaintiff is entitled to an award of punitive damages against the Defendant for
20 willful non-compliance under 15 U.S.C. § 1681n(a)(2) in an amount to be proven at the time of
21 trial.
22

23 98. As a result of the Defendant's breaches, the Plaintiff has retained the legal
24 services of attorneys and is entitled to recover reasonable attorneys' fees and costs of this
25 litigation.
26

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EIGHTH CAUSE OF ACTION

(Defendant May Not Be The Owners Of The Note And Mortgage)

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2
3
4 99. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs
5 1 through 98, inclusive, and incorporates same as though fully set forth herein.

6
7 100. The Plaintiff believes that the Defendant may not be in possession of the note and
8 mortgage underlying the Transactions, and therefore lacks standing to foreclose on the note
9 pursuant to NRS § 104.3301.

10
11 101. The Defendant may not have standing to collect any moneys owed under the
12 Transactions. See *In re Foreclosure Cases*, Case No. 1:07-cv-02282-CAB (N.D.OH dated Oct.
13 31, 2007) (finding that without legal title to the residence, the lenders did not have standing to
14 pursue their claims).

15
16 102. The Plaintiff further believes that the Defendant is not able to reestablish the note
17 pursuant to NRS § 104.3301.

18
19 103. The Defendant may not be in possession of the original note, nor can it reestablish
20 it, and therefore is unable to foreclose as a matter of law.

21
22 104. As a result of the Defendant's breaches, the Plaintiff has retained the legal
23 services of attorneys and is entitled to recover reasonable attorneys' fees and costs of this
24 litigation.
25

NINTH CAUSE OF ACTION

(Breach of The Implied Covenant of Good Faith And Fair Dealing)

26
27
28
29 105. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs
30 1 through 104, inclusive, and incorporates same as though fully set forth herein.
31
32
33
34

1 106. The Defendant failed to act in good faith when dealing with the Plaintiff in
2 violation of NRS § 104.1304.

3 107. The Plaintiff is entitled to injunctive relief pursuant to NRS § 104.9625 for the
4 Defendant's failure to comply with the Nevada Revised Statutes.
5

6 108. Plaintiff is entitled to damages pursuant to NRS § 104.9625 for the Defendant's
7 failure to comply with the Nevada Revised Statutes.
8

9 109. Plaintiff has been harmed by the Defendant's failure to disclose and provide the
10 Plaintiff with market loans.
11

12 110. The Defendant breached the parties' agreement by failing to act in good faith and
13 give proper disclosures required by law.
14

15 111. The Defendant breached the parties' agreement by failing to act in good faith in
16 working out a loan modification.
17

18 112. As a result the Plaintiff has suffered injury including damages for pain and
19 suffering and emotional distress. The injuries are continuing in nature.
20

21 113. The amounts of the Plaintiff's damages are currently unknown and will be
22 established at trial.
23

24 114. As a result of Defendant's breaches, Plaintiff has retained the legal services of
25 attorneys and is entitled to recover reasonable attorneys' fees and costs of this litigation.
26

27 TENTH CAUSE OF ACTION

28 (Unjust Enrichment)

29 115. Plaintiff repeats and re-alleges each and every allegation contained in Paragraphs
30 I through 114, inclusive, and incorporates same as though fully set forth herein.
31
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1 116. The Defendant's collection of improperly charged fees resulted in its improper
2 collection of monies in excess of the loan's true cost.

3
4 117. The Defendant is therefore in possession of money that belongs to the Plaintiff
5 and has deprived Plaintiff of its possession, use, and enjoyment.

6
7 118. As a result of Defendant's breaches, Plaintiff has retained the legal services of
8 attorneys and is entitled to recover reasonable attorneys' fees and costs of this litigation.

9
10 PRAYER FOR RELIEF

11 WHEREFORE, the Plaintiff prays for judgment against the Defendant as follows:

- 12 1. For a temporary restraining order and a preliminary and permanent injunction
13 precluding the Defendant from foreclosing on the Plaintiff's mortgage.
14
15 2. For declaratory judgment stating the Defendant has no right to foreclose.
16
17 3. For compensatory damages in an amount in excess of \$10,000.00.
18
19 4. For consequential damages in an amount in excess of \$10,000.00.
20
21 5. For punitive damages in an amount in excess of \$10,000.00.
22
23 6. For attorney's fees and costs of suit.

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1 7. For such relief as the Court may deem just and appropriate.

2 Dated this 29th day of December, 2008.

3
4 THE SCHWARTZ LAW FIRM

5
6 
7 Samuel A. Schwartz, Esq.
8 Nevada Bar No. 10985
9 Nikoll Nikci, Esq.
10 Nevada Bar No. 10699
11 Schwartz Law Firm, Inc.
12 626 South Third Street
13 Las Vegas, Nevada 89101
14 Telephone: (702) 385-5544
15 Facsimile: (702) 385-2741
16 Attorneys for Plaintiff
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EXHIBIT A TO COMPLAINT

THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND.

Loan Number: 3070443 **0006773376** Date: DECEMBER 30, 2005
 Creditor: **UNIT MORTGAGE SOLUTIONS, INC.**
 Address: 5200 LANFERN BRIV BLVD., SUITE 400, NORTH HOLLYWOOD, CALIFORNIA 91601

Borrower(s): **IGOR TSYPLIN**
 Address: **8823 SIERRA LINDA DRIVE, LAS VEGAS, NEVADA 89147**

1. This statement is "x" see application:

ANNUAL PERCENTAGE RATE <small>The total cost of your credit as a yearly rate</small>	FINANCIAL CHARGE <small>The dollar amount the credit will cost you.</small>	Amount Financed <small>The amount of credit provided to you or on your behalf.</small>	Total of Payments <small>The amount you will have paid before you have made all payments as scheduled.</small>	<input type="checkbox"/> Total Debt Factor <small>The total cost of your credit as a percentage of your total payments of \$</small>
9.798 %	\$ 788,149.01	\$ 262,566.74	\$ 1,047,715.75	

PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payment **	When Payment Due Date	Number of Payments	Amount of Payment **	When Payment Due Date
36	1,573.77	02/01/06			
12	2,175.52	02/01/09			
12	2,393.51	02/01/10			
999	2,409.59	02/01/31			
1	215,004.26	01/01/36			

DEFERRED PAYMENTS: This applies for a deferred feature.
 VARIABLE RATE FEATURE: Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

INSURANCE: The following insurance is required to obtain credit:
 _____ Credit life insurance and credit disability Property insurance _____ Flood insurance _____ Private Mortgage Insurance
 You may obtain property insurance from any insurer that is acceptable to the Lender.

SECURITY: You are giving a security interest in **8823 SIERRA LINDA DRIVE, LAS VEGAS, NEVADA 89147**
 The goods or property being purchased _____ Real property you already own.

DELIC CHARGE: If payment is more than 15 days late, you will be charged 5.000 % of the payment.
PREPAYMENT: If you pay off early, you _____ will not have to pay a penalty.
 _____ will not be included in a refund of part of the finance charge.

REDEMPTION: Lender taking your property _____ may not be subject to conditions _____ may not assume the responsibility of your title on the original terms.
 The your account documents for any additional information about redemption, default, any required request in full before the scheduled date and prepayment extends and penalties.

APPROVAL TO EXTEND: If data and associated disclosures change the late payment the borrower are acceptable.
 Each of the undersigned acknowledges receipt of a complete copy of this disclosure. The disclosure does not constitute a contract or a commitment to lend.

Igor Tsyplin 01.03.06
 Applicant: IGOR TSYPLIN Date: _____
 Applicant: _____ Date: _____
 Applicant: _____ Date: _____
 Applicant: _____ Date: _____

** NOTE: Depositor shows there is not include your deposits for bank, investment, and property of third business.

FINANCIAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
 Regal Inc. Inc.

Lender: ~~CREDIT SOLUTIONS, INC.~~
 5200 LANFERN RD., SUITE 400
 NORTH HOLLYWOOD, CALIFORNIA 91601

Re: IGOR TSYVIN
 8823 SIERRA LINDA DRIVE
 LAS VEGAS, NEVADA 89147

Date: DECEMBER 30, 2005
 Loan Number: 387D453

Ref/Item #	ITEMIZATION OF AMOUNT FINANCED	
	• Amount given to you directly	\$
1001	• Amount paid to your account	
1004	Insurance Reserves	
	Tax Reserves	
1000	Other Reserves	
	Aggregate Adjustment	
	• Amount paid to others on your behalf:	
803	Appraisal Fee	
804	Credit Reporting Fee: to: MICHIGAN ENRICHED	15.00
803	Home Inspection Fee	
804	Document Preparation Fee	
1100	Notary Fee	
1100	Title Ins. Premium to: CHICAGO TITLE	641.00
1301	Recording Fee	
	ENDORSEMENT FEE to: Service Provider	200.00
	Loan Proceeds to: CHICAGO TITLE	\$361,900.45
	• AMOUNT FINANCED	\$ 262,566.74
	• Prepaid Finance Charge	\$ 3,681.26
	• Breakdown of Prepaid Finance Charge:	
801	Loan Origination Fee to: MICHIGAN	\$ 1,331.25
802	Loan Discount Fee	
808	Tax Service Fee	
	Prepaid Interest (-1 days)	
801	@ 6.750 % per annum	-49.24
802	Misc. Tax Premium	
1002	Misc. Ins. Reserves	
100	Origination Fee	
	DEFERRATION FEE to: CREDIT SOLUTIONS	505.00
	APPRAISAL FEE to: CREDIT SOLUTIONS	300.00
	HOME INSPECTION FEE to: MICHIGAN ENRICHED	15.00
	DOCUMENT PREP FEE to: MICHIGAN ENRICHED	15.00
	NOTARY FEE to: MICHIGAN ENRICHED	15.00
	TITLE INS. PREMIUM to: CHICAGO TITLE	641.00
	RECORDING FEE to: CHICAGO TITLE	15.00
	ENDORSEMENT FEE to: Service Provider	200.00
	Total Prepaid Finance Charge	\$ 3,681.26
	• Loan Amount	\$ 266,250.00

This item does not cover all items you will be required to pay in each of settlement, for example, deposits to cover for real estate taxes and insurance may be different. You may wish to inquire as to the amounts of such other items. You may be required to pay other additional amounts to be settled.

All amounts are estimates

The undersigned acknowledges receipt and reading a complete copy of this disclosure.
Igor Tsyvin 01.09.06

(Signature) _____ (Date) _____ (Signature) _____ (Date) _____
 (Signature) _____ (Date) _____ (Signature) _____ (Date) _____
 (Signature) _____ (Date) _____ (Signature) _____ (Date) _____

DEED FARM ESTIMATE OF SETTLEMENT EXPENSES

REAL TRUTH-IN-LENDING DISCLOSURE STATEMENT
 THIS IS BEFORE A CONTRACT HAS A COMMITMENT TO LOAN

Loan Number: 0070444 Date: DECEMBER 30, 2005
 Lender: ORBIT MORTGAGE SOLUTIONS, INC.
 Address: 5200 LAMARSHAIN BLVD., SUITE 400, NORTH HOLLYWOOD, CALIFORNIA 91601
 Borrower: IGOR TAYFEN
 Address: 8823 BIERBA LINDA DRIVE, LAS VEGAS, NEVADA 89147

Lines containing an "X" are applicable

ANNUAL PERCENTAGE RATE The rate of your loan as to paying out	FINANCIAL CHARGE The dollar amount the credit will cost you	Amount Financed The amount of credit provided to you net to your debit	Total of Payments The amount you will have paid after you have made all payments as scheduled	<input type="checkbox"/> Total Sales Price The total cost of your purchase as stated including your down payment if any
8.653 %	\$ 199,317.80	\$ 87,381.92	\$ 206,695.72	\$ N/A

PAYMENTS: Your payment schedule will be:

Number of Payments	Amount of Payment**	First Payment Due Date	Number of Payments	Amount of Payment**	Final Payment Due Date
359	650.62	02/01/06			
1	53,127.14	01/01/36			

DEMAND FEATURES: This obligation is a demand feature.

VARIABLE RATE FEATURES: Your loan contains a variable rate feature. Changes about the variable rate feature have been provided to you earlier.

DISBURSALS: The following amounts are required to obtain credit:
 Credit life insurance and credit disability Temporary financing _____
 You are giving a security interest in 8823 BIERBA LINDA DRIVE, LAS VEGAS, NEVADA 89147
 The goods or property being purchased _____
 Your property tax already paid _____

PREPAYMENT: If you pay more than 1.0% per year, you will be charged 5.00% of the payment.
 If you pay off early, you _____ will not be added to a refund of part of the finance charge.

CONFIRMATION: Lender buying your property _____ will not be added to a refund of part of the finance charge.

ASSIGNMENT: Lender may assign _____ will not be added to a refund of part of the finance charge.

ASSIGNMENT: Lender may assign _____ will not be added to a refund of part of the finance charge.

ASSIGNMENT: Lender may assign _____ will not be added to a refund of part of the finance charge.

APPROVAL: I, Igor Tayfen, 05-06
 Applicant: IGOR TAYFEN

Applicant: _____
 Applicant: _____
 Applicant: _____

NOTICE: Payment shown above does not take into account late fees, non-payment, and property or third liens.

REAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

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 www.orbitmortgage.com

EXHIBIT B TO COMPLAINT

01/19/2009 08:18 AM Chicago, Ill. 60606

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
DEPARTMENT OF HOUSING

Chicago Title
6310 N. Dearborn Ave., Ste. 100
Los Vegas, NV 89117

TYPE OF LOAN
 1. 30 Year Fixed Rate
 2. 15 Year Fixed Rate
 3. 5/1 ARM
 4. 3/1 ARM
 5. Other ARM
 6. Reverse Mortgage
 7. Loan Modification
 8. Other

DATE OF DISBURSEMENT
01/19/2009

Y. LOAN NUMBER
0000000000

NOTE: This form is required to give you a statement of actual business costs. It is not to be used for financial reporting purposes. It is not to be used for tax purposes. It is not to be used for legal purposes. It is not to be used for any other purpose.

ADDRESS OF BORROWER: 1818 N. Paulina St
Los Angeles, CA 90001
CITY/STATE: Los Angeles, CA

ADDRESS OF SELLER: 3032 Stone Lanes Drive
Los Vegas, NV 89147

NAME OF LENDER: Chase Mortgage Services, Inc.
2020 Lombard St., Suite 2000
San Francisco, CA 94133

PROPERTY LOCATION: 3032 Stone Lanes Drive
Los Vegas, NV 89147
Phone: 702-333-0900

THIS IS A LIMITED LIABILITY
FORM FOR THE PURPOSES OF THE
REAL ESTATE SETTLEMENT
ACT (RESA)

SELLER'S NAME: Chicago Title
BUYER'S NAME: 1818 N. Paulina St, Los Angeles, CA 90001

SELLER'S ADDRESS: 1818 N. Paulina St, Los Angeles, CA 90001

BUYER'S ADDRESS: 1818 N. Paulina St, Los Angeles, CA 90001

101. Contract Sales Price	354,000.00	101. Original Sales Price	354,000.00
102. Personal Property		102. Personal Property	
103. Adjustment Charges to Borrower (See 2000)	0.00	103. Adjustment Charges to Borrower (See 2000)	
104. ...		104. ...	
105. ...		105. ...	
106. ...		106. ...	
107. ...		107. ...	
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01/13/2009 09:12 AM

Chicago Title 2/3

Account: 0016007-000 8001

Description	Debit Amount	Credit Amount
Check Life Policy #12345, Inc. 2000 Lakeshore Blvd, 6000 North Hollywood, CA 91601, LA	500,000.00	
Check Mortgage Solutions, Inc. 2000 Lakeshore Blvd, 6000 North Hollywood, CA 91601, LA	50,000.00	
Total of New Loans	550,000.00	

Description	Debit Amount	Credit Amount
512. Processing Fee to Lender's Personal Services	20.00	
512. Application Fee to Lender's Personal Services	20.00	
514. Origination Fee (Flat) to Lender's Personal Services	44.75	
514. Underwriting Fee (Flat) to Check Mortgage Solutions, Inc.	20.00	
514. Processing Fee (Flat) to Lender's Personal Services	20.00	
517. Under Fee (Flat) to Check Mortgage Solutions, Inc.	20.00	
Total as shown on HUD Page 2 Line 8791.	1,074.75	

Description	Debit Amount	Credit Amount
510. History Showing in Every Year	20.00	
Total as shown on HUD Page 2 Line 8187.	20.00	

01/27/2009 09:11 AM

ESLONAS T1436 - 1/7

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Invoice Number: 00012007.548 1031

Payer's
D&B Company
Payroll Department
6100 Corporate Drive
Baltimore, MD 21208

Invoice: 001200

Description	Amount
Principal balance	348,000.00
Interest on P/L	1,281.00
Monthly Fee	17.00
Retention Fee	30.00
General	113.00
Total Paid	460,691.00

Total amount on HUD file 0006

460,691.00

EXHIBIT C TO COMPLAINT

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants must fill out this form as "Borrower" or "Co-Borrower" as applicable. Co-Borrower information may also be provided for the applicant's spouse or partner. This form is to be used as a basis for loan qualification and for the purpose of providing the "Borrower" with the "Borrower's" credit report. The information provided on this form will be used as a basis for loan qualification, but this or any information provided on this form does not constitute a loan offer. The information provided on this form is for the lender's use only and is not to be used for any other purpose. The information provided on this form is not to be used for any other purpose. The information provided on this form is not to be used for any other purpose.

If you are an applicant for joint credit, indicate and Co-Borrower each space that you intend to apply for joint credit (plus below):

1. Applicant Information
 Borrower: Jack & Susan
 Co-Borrower: _____

2. TYPE OF BORROWER AND TERMS OF PLAN
 Mortgage type: FHA Conventional Other (specify) _____
 ARM Reverse Other (specify) _____
 Lender Case Number: _____

3. PROPERTY AND COBorrower'S REQUIREMENT OF LOAN
 Address: 100-780 100-780 100-780 100-780 100-780
 Association type: Home Other (specify) _____
 Property type: Single Other (specify) _____

4. PURPOSE OF LOAN
 Purchase Construction Other (specify) _____
 Refinance Home equity Other (specify) _____
 Preparing to sell: Yes No

5. COBorrower'S INFORMATION
 Co-Borrower's Name (Print): _____
 Co-Borrower's Address (Print): _____
 Co-Borrower's City/State/Zip: _____

6. EMPLOYMENT AND INCOME
 Borrower's Name (Print): _____
 Borrower's Address (Print): _____
 Borrower's City/State/Zip: _____

7. COBorrower'S EMPLOYMENT AND INCOME
 Co-Borrower's Name (Print): _____
 Co-Borrower's Address (Print): _____
 Co-Borrower's City/State/Zip: _____

8. OTHER INFORMATION
 Other (specify): _____

Initial

Employer		U.S. EMPLOYMENT SECURITY SYSTEM		Employee	
Name & Address of Employer George Earl Blinn 47-61 Varian Blvd. Long Beach City, NY 11501	<input checked="" type="checkbox"/> Self-Employed U.S. on file # U.S. on file # U.S. on file #	Name & Address of Employer George Earl Blinn 47-61 Varian Blvd. Long Beach City, NY 11501	<input type="checkbox"/> Not Employed	U.S. on file # U.S. on file # U.S. on file #	<input type="checkbox"/> Not Employed
Business/Type of Business Urban Refurb	Business Phone (incl. area code) 916-288-2407	Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)
* Employed or Unemployed possible for those from state paying 67% recovery benefit and in state that use portable, transferable benefits					
Name & Address of Employer <input type="checkbox"/> Self-Employed	Name (Print)	Name & Address of Employer <input type="checkbox"/> Self-Employed	Name (Print)	Name (Print)	Name (Print)
Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self-Employed	Name (Print)	Name & Address of Employer <input type="checkbox"/> Self-Employed	Name (Print)	Name (Print)	Name (Print)
Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self-Employed	Name (Print)	Name & Address of Employer <input type="checkbox"/> Self-Employed	Name (Print)	Name (Print)	Name (Print)
Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self-Employed	Name (Print)	Name & Address of Employer <input type="checkbox"/> Self-Employed	Name (Print)	Name (Print)	Name (Print)
Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)	Business/Type of Business	Business Phone (incl. area code)

Other Monthly Income	Amount	De-Minorant	Year	Amount Monthly Housing Expenses	Present	Proposed
Spouse (incl. Divorce)	\$ 0.00			\$ 0.00		
Divorce						
Retirement						
Child/Spouse						
Child/Spouse/Child						
Net Rental Income	1,200.00		1,200.00			
Child/Spouse/Child and net state approved educational loans						
Total	\$ 1,200.00		\$ 1,200.00	\$ 0.00		\$ 1,200.00

* Self-Employed Unemployed: Copy for request for previous successful determination made on law reports and financial statements.
 Divorced from spouse: * If a divorce court support, or spousal maintenance income used as it be provided if the divorce is or is a divorce is not still necessary to have it established for reporting this form.

Emilio

VE. DETAILS OF TRANSACTIONS		DECLARATIONS	
1. Purchase price	\$ 100,000.00	1. Did you receive "cash" in any transaction through 1/31/08 that was not reported to the IRS?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Allowance for depreciation, repairs		2. Are there any outstanding judgments against you?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Land (if sold or sold separately)		3. Have you been making payments within the past 7 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Release of title to the land		4. Have you had property tax liens or other liens placed on the land?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Estimated profit	\$ 11,500.00	5. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Estimated closing costs	\$ 3,500.00	6. Have you directly or indirectly been involved in any way with the sale of the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. FIM, MIP, Funding Fee		7. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Estimated net borrower will pay		8. Have you directly or indirectly been involved in any way with the sale of the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Total cash paid (net of closing costs)	\$ 100,000.00	9. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Borrower's closing costs paid by seller		10. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. Other closing costs	\$ 14,000.00	11. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12. Less original purchase price, MIP, FIM, MIP, Funding Fee	\$ 80,000.00	12. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
13. PM, MIP, Funding Fee		13. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
14. Less interest paid in 2008	\$ 8,750.00	14. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15. Cash received (net of closing costs, MIP, FIM, MIP)	\$ 71,250.00	15. Are you a partner in a partnership?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

DECLARATION OF SELLER AND BUYER

I, the undersigned, hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief, and that I have not provided any false or misleading information in this application. I understand that if I provide any false or misleading information in this application, I may be liable for civil and criminal penalties, including fines and imprisonment, and I may be liable for the costs of the lender's investigation and legal fees. I understand that if I provide any false or misleading information in this application, I may be liable for the costs of the lender's investigation and legal fees. I understand that if I provide any false or misleading information in this application, I may be liable for the costs of the lender's investigation and legal fees.

SELLER'S SIGNATURE
 [Signature] _____ Date: _____

BUYER'S SIGNATURE
 [Signature] _____ Date: _____

PROPERTY INFORMATION

1. Address: _____

2. City: _____ State: _____ Zip: _____

3. County: _____

4. Parcel Number: _____

5. Assessor's Parcel Number: _____

6. Tax Map: _____

7. Zoning: _____

8. Year Built: _____

9. Number of Units: _____

10. Number of Bedrooms: _____

11. Number of Bathrooms: _____

12. Square Footage: _____

13. Lot Area: _____

14. Year Sold: _____

15. Reason for Sale: _____

SUMM

District Court
CLARK COUNTY, NEVADA

IGOR TSYPIN,

Plaintiff

CASE NO:
DEPT NO:

A578792

vs.

XX

LITTON LOAN SERVICING LP, DOE CORPORATIONS
I through X; and ROE ENTITIES XI through XX,

Defendant(s).

SUMMONS

NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE DEFENDANT: A civil Complaint has been filed by the plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:

a. File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of this Court.

b. Serve a copy of your response upon the attorney whose name and address is shown below.

2. Unless you respond, your default will be entered upon application of the plaintiff and this Court may enter a judgment against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.

3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.

Issued at direction of:


The Schwartz Law Firm
Samuel A. Schwartz, Esquire
Nevada Bar No. 10985
Nikoll Nikci, Esquire
Nevada Bar No. 10699
626 South Third Street
Las Vegas, Nevada 89101

EDWARD A. FRIEDLAND, CLERK OF THE COURT

By: LOVIE HAWKINS
DEPUTY CLERK
Regional Justice Center
200 Lewis Avenue
Las Vegas, Nevada 89155



Date

STATE OF _____

COUNTY OF _____

AFFIDAVIT OF SERVICE

_____, being duly sworn says: That at all times herein affiant was and is a citizen of the United States, over 18 years of age, not a party to or interested in the proceeding in which this affidavit is made. That affiant received _____ copy(ies) of the Summons and Complaint, _____

on the _____ day of _____, 2008, and served the same on the _____ day of _____, 2008, by:

(affiant must complete the appropriate paragraph)

1. delivering and leaving a copy with the defendant _____ at (state address) _____

2. serving the defendant _____ and leaving a copy with _____ by personally delivering and discretion residing at the defendant's usual place of abode located at: (state address) _____, a person of suitable age

(Use paragraph 3 for service upon agent, completing A or B)

3. serving the defendant _____ and leaving a copy at (state address) _____, by personally delivering

a. with _____ as _____ an agent lawfully designated by statute to accept service of process;

b. with _____ pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State.

4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

- _____ ordinary mail
- _____ certified mail, return receipt requested
- _____ registered mail, return receipt requested

addressed to the defendant _____ at the defendant's last known address which is (state address) _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2008.

Signature of person making service

NOTARY PUBLIC in and for said County and State

My Commission expires: _____
(SEAL)



CORPORATION SERVICE COMPANY

Handwritten signature
7 to copy

16773376
16773384
18877621

RECEIVED

JAN 17 2009

Litton Loan Servicing LP
Legal Department

null / ALL

Transmittal Number: 6286802
Date Processed: 01/02/2009

Notice of Service of Process

Primary Contact: Ann Kelley Esq.
Litton Loan Servicing, LP
4828 Loop Central Drive
Houston, TX 77081

Copy of transmittal only provided to: Chris Wyatt
Irena Ayala

Entity:	Litton Loan Servicing LP Entity ID Number 1689211
Entity Served:	Litton Loan Servicing LP
Title of Action:	Igor Teyplin vs. Litton Loan Servicing LP
Document(s) Type:	Summons/Complaint
Nature of Action:	Foreclosure
Court:	Clark District Court, Nevada
Case Number:	A578792
Jurisdiction Served:	Nevada
Date Served on CSC:	01/02/2009
Answer or Appearance Due:	20 Days
Originally Served On:	CSC
How Served:	Personal Service
Plaintiff's Attorney:	Samuel A. Schwartz 702-365-5544

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
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