1	Joel E. Tasca				
2	Nevada Bar No. 14124 Russell J. Burke				
3	Nevada Bar No. 12710 BALLARD SPAHR LLP				
4	100 North City Parkway, Suite 1750 Las Vegas, Nevada 89106				
5	Telephone: (702) 471-7000 Facsimile: (702) 471-7070				
6	tasca@ballardspahr.com burker@ballardspahr.com				
7	Attorneys for Plaintiff				
8	UNITED STATES DISTRICT COURT				
9	DISTRICT OF NEVADA				
10	JPMORGAN CHASE BANK, N.A.				
11		Case No. 2:16-cv-02779-JCM-GWF			
12	Plaintiff,	STIPULATION AND ORDER FOR			
13	VS.	LEAVE TO PERMIT JPMORGAN CHASE BANK, N.A. TO FILE FIRST AMENDED COMPLAINT			
14	SFR INVESTMENTS POOL 1, LLC, a	AMENDED COMPLAINT			
15	Nevada limited liability company; and MOUNTAIN'S EDGE MASTER ASSOCIATION, a Nevada non-profit				
16	corporation.				
17	Defendants.				
18					
19	Nevada limited liability company,				
20	Counter-Claimant,				
21	vs.				
22	JPMORGAN CHASE BANK, N.A.				
23	Counter-Defendant.				
24	SFR INVESTMENTS POOL 1, LLC., a				
25	Nevada limited liability company,				
26	Cross-Claimant,				
27	vs.				
28	SIU MING PANG, an individual,				

DMWEST #16802333 v1

1

### Cross-Defendant.

JPMorgan Chase Bank, N.A. ("Chase"), Mountain's Edge Master Association
("Master's Edge"), and SFR Investments Pool 1 ("SFR") (all parties together as the
"Parties"), by and through their respective counsel of record, in compliance with LR
7-1 and LR 15-1, hereby file this Stipulation and Order For Leave to Permit
JPMorgan Chase Bank, N.A. to File First Amended Complaint. The Parties
stipulate to the following:

9 1. Pursuant to the Scheduling Order (ECF No. 26), the deadline to amend
10 pleadings is September 5, 2017.

11 2. The Parties stipulate to permit Chase to file the Amended Complaint12 attached as Exhibit A.

13 3. Pursuant to the Amended Complaint, Chase seeks to add current non14 party Diamond Creek Homeowners' Association.

4. Upon information and belief, Diamond Creek Homeowners' Association
is the association that conducted the foreclosure sale giving rise to this lawsuit.

5. Chase's amended pleading is not made in bad faith, not made with adilatory motive, and timely made pursuant to the Scheduling Order.

19 6. Chase's amended pleading satisfies the liberal amendment standard
20 codified as Fed. R. Civ. P. 15(a).

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1	7. Good case exists to permit Chase to file its Amended Complaint.		
2	Dated: August 22, 2017.		
3	Dated: August 22nd, 2017	Dated: August 22nd, 2017	
4			
5	Ballard Spahr LLP	Wolf, Rifkin, Shapiro, Schulman & Rabkin, LLP	
6	ooor h. rasea, hsq.	By: <u>/s/ Gregory P. Kerr</u>	
7	NV Bar No. 14124 Russell J. Burke, Esq. NV Part 12710	Gregory P. Kerr, Esq. NV Bar No. 10383 2556 Fact Bussell Back, Second Floor	
8	NV Bar 12710 100 N. City Parkway, Suite 1750	3556 East Russell Road, Second Floor Las Vegas, Nevada 89120	
9	Las Vegas, NV 89106 <i>Attorneys for JPMorgan Chase Bank,</i> <i>N.A.</i>	<i>Attorneys for Mountain's Edge Master</i> <i>Association</i>	
10	Dated: August 22nd, 2017		
11	Kim Gilbert Ebron		
12	By: <u>/s/ Diana C. Ebron</u> Diana Cline Ebron, Esq.		
13	NV Bar No. 10580 7625 Dean Martin Drive, Suite 110		
14	Las Vegas, NV 89139 Attorneys for SFR Investments Pool 1,		
15	LLC		
16			
17	ORDER		
18	IT IS SO ORDERED:		
19	Xerres C. Mahan		
20	UNITED STATES DISTRICT JUDGE		
21	Dated August 24, 2017		
22			
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	DMWEST #16802333 v1	3	

Ballard Spahr LLP 100 North City Parkway, Suite 1750 Las Vegas, Nevada 89106-4617 (702) 471-7000

Case 2:16-cv-02779-JCM-GWF Document 39-1 Filed 08/22/17 Page 1 of 14

# EXHIBIT A

## EXHIBIT A

	Case 2:16-cv-02779-JCM-GWF Document 3	9-1 Filed 08/22/17	Page 2 of 14		
1 2 3 4 5 6 7 8	Joel E. Tasca Nevada Bar No. 14124 Russell J. Burke Nevada Bar No. 12710 BALLARD SPAHR LLP 100 North City Parkway, Suite 1750 Las Vegas, Nevada 89106 Telephone: (702) 471-7000 Facsimile: (702) 471-7070 tasca@ballardspahr.com burker@ballardspahr.com <i>Attorneys for Plaintiff</i>	DISTRICT COURT			
9	DISTRICT OF NEVADA				
10	JPMORGAN CHASE BANK, N.A.				
11	Plaintiff,	Case No. 2:16-cv-0	2779-JCM-GWF		
12		AMENDED COM	PLAINT		
13					
14	Nevada limited liability company;				
15 16 17	ASSOCIATION, a Nevada non-profit				
18					
19	Defendants.				
20	SFR INVESTMENTS POOL 1, LLC., a Nevada limited liability company,				
21	Counter-Claimant,				
22	vs.				
23	JPMORGAN CHASE BANK, N.A.				
24	Counter-Defendant.				
25	SFR INVESTMENTS POOL 1, LLC., a				
26 27	Nevada limited liability company,				
27 28	Cross-Claimant,				
	DMWEST #16733853 v2				

vs.
 SIU MING PANG, an individual,

I.

Cross-Defendant.

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Plaintiff JPMorgan Chase Bank, N.A. ("Chase"), by and through its counsel of record, Ballard Spahr LLP, hereby complains against SFR Investments Pool 1, LLC, Mountain's Edge Master Association, and Diamond Creek Homeowners' Association as follows:

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### THE PARTIES, JURISDICTION, AND VENUE

1. Chase is a national banking association headquartered in Ohio.

11 2. Upon information and belief, Defendant SFR Investments Pool I, LLC ("SFR") is a Nevada limited liability company, which is wholly owned by SFR 12Funding LLC, a Delaware limited liability company, which is wholly owned by a 13Canadian entity, Xieman LP. Xieman LP consists of partners Xieman Investments, 14Ltd., a Canadian corporation, and John Gibson, an individual who is a citizen of 15South Africa. See Nationstar Mortgage LLC v. Flamingo Trails No. 7 Landscape 16Maintenance Association, Inc., et al., Case no. 2:15-cv-01268-RFB-NJK at ECF No. 1718 50-1.

19 3. Upon information and belief, Defendant Mountain's Edge Master
20 Association ("Mountain's Edge") is a Nevada non-profit corporation.

4. Upon information and belief, Defendant Diamond Creek Homeowners'
Association ("Diamond Creek Homeowners' Association") is a Nevada non-profit
corporation.

5. This Court has subject matter jurisdiction over this matter pursuant to
28 U.S.C. § 1331 because this matter involves federal questions of constitutionality.

6. This Court also has subject matter jurisdiction over this matter
pursuant to 28 U.S.C. § 1332(a)(3) because there is complete diversity between
Chase and all Defendants and the amount in controversy exceeds \$75,000.

7. Venue is proper in this judicial district pursuant to 28 U.S.C. §§
 1391(b)(1)-(2) because SFR does business in this district; a substantial part of the
 events or omissions giving rise to these claims occurred in this district; and the
 property that is the subject of this action is situated in this district.

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8. This Court has personal jurisdiction over SFR because this lawsuit arises out of and is connected with SFR's purported purchase of an interest in real property located in Clark County, Nevada and, upon information and belief, SFR is a Nevada limited liability company.

9 9. This Court has personal jurisdiction over Diamond Creek Homeowners'
10 Association because this lawsuit arises out of and is connected with Diamond Creek
11 Homeowners' Association's purported sale of an interest in real property situated in
12 Clark County, Nevada.

13 10. This Court has personal jurisdiction over Mountain's Edge because
14 this lawsuit arises out of and is connected with Mountain's Edge's involvement with
15 real property situated in Clark County, Nevada.

16 11. Diamond Creek Homeowners' Association and Mountain's Edge are
17 joined as necessary parties pursuant to Fed. R. Civ. P. 19(a) even though there are
18 no causes of action alleged against either of them.

19

Ballard Spahr LLP 100 North City Parkway, Suite 1750 Las Vegas, Nevada 89106-4617 (702) 471-7000

### II. FACTUAL BACKGROUND

## 20

### A. Congress Authorizes the FHA Insurance Program

12. Congress created the Federal Housing Authority ("FHA") in 1934 and
the FHA became part of the Department of Housing and Urban Development
("HUD") in 1965.

13. Congress authorized HUD to insure privately-issued mortgages on
single family homes, commonly referred to as FHA insurance, to further its
congressional mandate to make decent housing available to all citizens. See 12
U.S.C. § 1709.

14. The congressional purpose of the FHA insurance program is to
 encourage private lenders to extend loans to borrowers that the lenders would
 otherwise find too risky—*i.e.*, to insure loans that private lenders extend to low to
 moderate income families. *See* 42 U.S.C. § 1441; 12 U.S.C. §§ 1701 & 1709.

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### B. <u>The Property and the Deed of Trust</u>

15. This action relates to the parties' rights and interests in certain real

7 property commonly described as 9491 Bighorn Point Court, Las Vegas, Nevada

8 89178; APN # 176-21-715-040 (the "Property"). The Property is legally described as

9 follows:

10 PARCEL ONE (1):

Lot Ninety-Nine (99) of amended final map of Mountains Edge 112 (a common interest community) as shown by map thereof on file in Book 124 of Plats, Page 97, in the Office of the County Recorder, Clark County, Nevada. Reserving therefrom a non-exclusive easement for ingress, egress and enjoyment in and to the common elements as delineated on said map referred to above and further described in the declaration of covenants, conditions, and restrictions for Mountains Edge Master Association recorded April 14, 2003 in Book 20030414 as Document No. 02089 and Diamond Creek Homeowners' Association recorded August 15, 2005 in Book 20050815 as Document No. 3118 of Official Records.

18 PARCEL TWO (2):

A non-exclusive easement for ingress, egress and enjoyment in and to the common elements as delineated on said map referred to above and further described in the declaration of covenants, conditions and restrictions for Mountains Edge Master Association recorded April 14, 2003 in Book 20030414 as Document No. 02089 and Diamond Creek Homeowners' Association recorded August 15, 2005 in Book 20050815 as Document No. 3118 of Official Records.

16. On or about February 26, 2008, a deed of trust (the "Deed of Trust"),
securing a loan (the "Pang Loan") was recorded as Book and Instrument number
20080229-001667 in the Official Records of the Clark County Recorder, showing Sui
Ming Pang as borrower, Universal American Mortgage Company as lender, Stewart

Title Company as trustee, and Mortgage Electronic Registration Systems, Inc. 1  $\mathbf{2}$ ("MERS") as nominee.

17. On or about April 24, 2012, an Assignment was recorded as Book and 3 Instrument number 20120434-0000026 in the Official Records of the Clark County 4 Recorder, assigning MERS' interest in the Deed of Trust as nominee to Chase.  $\mathbf{5}$ 

18. The Pang Loan is an FHA Loan and the Deed of Trust securing the 6 Pang Loan is therefore also federally insured. 7

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#### C. The HOA Foreclosure and SFR's Acquisition of the Property

9 19. Upon information and belief, on or about June 17, 2011, Alessi & Koenig, LLC ("Alessi & Koenig"), on behalf of Diamond Creek Homeowners' 10 Association, recorded a Notice of Delinquent Assessment Lien (the "Diamond Creek Homeowners' Association NOA") on the Property as Book and Instrument number 1220110617-0001949 in the Official Records of the Clark County Recorder. 13

1420.Upon information and belief, even though Alessi & Koenig intended to record the Diamond Creek Homeowners' Association NOA on behalf of Diamond 15Creek Homeowners' Association, the document itself identifies Diamond Creek 16 Community Association as the lien holder. 17

21.Upon information and belief, on or about September 8, 2011, Alessi & 18 19Koenig, on behalf of Diamond Creek Homeowners' Association, recorded a Notice of Default and Election to Sell Under Homeowners' Association Lien (the "Diamond 20Creek Homeowners' Association NOD") on the Property as Book and Instrument 2122number 20110908-0001969 in the Official Records of the Clark County Recorder.

22.Upon information and belief, even though Alessi & Koenig intended to 23record the Diamond Creek Homeowners' Association NOD on behalf of Diamond 24Creek Homeowners' Association, the document itself states it was recorded on 25behalf of Diamond Creek Community Association. 26

23.27On or about September 19, 2011, Mountain's Edge recorded a Notice of Delinquent Assessment Lien (the "Mountain's Edge NOA") on the Property as Book 28

and Instrument number 20110919-0001257 in the Official Records of the Clark 1  $\mathbf{2}$ County Recorder.

24.On or about January 30, 2012, Mountain's Edge recorded a Notice of 3 Default and Election to Sell Under Homeowners' Association Lien (the "Mountain's 4 Edge NOD") on the Property as Book and Instrument number 20120130-0002318 in  $\mathbf{5}$ the Official Records of the Clark County Recorder. 6

25.Upon information and belief, on or about November 5, 2012, Diamond Creek Homeowners' Association recorded a Notice of Sale (the "Diamond Creek Homeowners' Association NOS") on the Property as Book and Instrument number 20111105-0001150 in the Official Records of the Clark County Recorder.

26.Upon information and belief, even though Alessi & Koenig intended to record the Diamond Creek Homeowners' Association NOS on behalf of Diamond 12Creek Homeowners' Association, the document itself identifies Diamond Creek 13 Community Association as the association that would be conducting the association 14foreclosure sale. 15

Upon information and belief, Diamond Creek Homeowners' Association 1627.conducted the foreclosure sale on the Property (the "HOA Sale") on December 5, 172012.18

1928.Upon information and belief, SFR purchased the Property for approximately \$3,965.54 at the HOA Sale. 20

29.Upon information and belief, at the time of the HOA Sale, the fair 2122market value of the Property was at least \$114,000.

The sale price at the HOA Sale is grossly inadequate when compared 2330. to the debt on the Pang Loan and the fair market value of the Property at the time 24of the HOA Sale. 25

31. Upon information and belief, on or about December 10, 2012, Alessi & 26Koenig, on behalf of Diamond Creek Homeowners' Association, recorded a Trustee's 27

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Deed Upon Sale (the "Trustee's Deed") on the Property as Book and Instrument 1 number 20121210-0003657 in the Official Records of the Clark County Recorder.  $\mathbf{2}$ 

32. The Trustee's Deed identifies Diamond Creek Community Association 3 as the foreclosing beneficiary. 4

Upon information and belief, Alessi & Koenig mistakenly identified 33. Diamond Creek Community Association as the foreclosing beneficiary when the 6 actual foreclosing beneficiary for the HOA Sale was Diamond Creek Homeowners' Association.

9 34. The HOA Sale occurred before the Nevada Supreme Court issued its decision in SFR Investments Pool 1, LLC v. U.S. Bank, N.A., 130 Nev.\_\_\_\_, 334 P.3d 10 408 (2014). 11

35. The HOA Sale is void, voidable, or otherwise insufficient to extinguish 12the Deed of Trust because the sale was tainted by fraud, oppression, and/or 13 unfairness. 14

Upon information and belief, neither Diamond Creek Homeowners' 36. 1516 Association nor Alessi & Koenig provided proper notice of the Diamond Creek Homeowners' Association NOA, the Diamond Creek Homeowners' Association NOD, 17or the Diamond Creek Homeowners' Association NOS to Chase and/or the 18 19beneficiary under the Deed of Trust.

37. Neither the Diamond Creek Homeowners' Association NOA, the 20Diamond Creek Homeowners' Association NOD, nor the Diamond Creek 2122Homeowners' Association NOS identified what portion of the lien, if any, constituted a "super-priority" lien. 23

38. Neither the Diamond Creek Homeowners' Association NOA, Diamond 24Creek Homeowners' Association NOD, nor the Diamond Creek Homeowners' 2526Association NOS specified whether the relevant homeowners' association was foreclosing on the "super-priority" portion of its lien, if any, or under the non-"super-27priority" portion of the lien. 28

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39. A homeowners' association sale conducted pursuant to NRS Chapter
 116 must comply with all notice provisions as stated in NRS 116.31162 through
 3 NRS 116.21168.

4 40. Upon information and belief, neither Diamond Creek Homeowners'
5 Association nor Alessi & Koenig complied with all mailing and notice requirements
6 stated in NRS 116.31162 through NRS 116.31168.

7 41. The Trustee's Deed did not comply with NRS 116.31164(3)(a), which
8 states that "the person conducting the sale shall . . . deliver to the purchaser . . . a
9 deed without warranty which conveys to the grantee all title of the unit's owner to
10 the unit." See NRS 116.31164(3)(a).

42. The HOA Sale deprived Chase of its right to due process.

12 43. The HOA Sale resulted in an impermissible taking of Chase's property13 right and/or interest.

14 44. Upon information and belief, the current fair market value of the15 Property is approximately \$219,077.00.

45. The current unpaid principal balance on the Pang Loan is \$255,603.11

17 46. Upon information and belief, SFR maintains that it has an interest in18 the Property.

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### III. FIRST CLAIM FOR RELIEF

### (DECLARATORY RELIEF)

21 47. Chase repeats and re-alleges the preceding paragraphs as though fully22 set forth herein.

48. Pursuant to NRS 40.010, this Court has the power and authority todeclare Chase's rights and interests in the Property.

49. The FHA-insured Deed of Trust is a first secured interest on theProperty.

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50. Pursuant to the Supremacy Clause of the United States Constitution, 1 state laws are preempted when there is an actual conflict between state law and  $\mathbf{2}$ federal law, and NRS Chapter 116 et seq. conflicts with the federal FHA program. 3

51.Pursuant to the Supremacy Clause of the United States Constitution, a state law which stands as an obstacle to the accomplishment and execution of the full purposes and objectives of Congress is invalid.

52.NRS Chapter 116 *et seq.* stands as an obstacle to the full purposes and 7 objectives of the FHA Program. 8

9 53. Pursuant to the Supremacy Clause of the United States Constitution, the HOA Sale could not extinguish Chase's federally-insured Deed of Trust. 10

54.Chase is entitled to a determination from this Court, pursuant to 28 U.S.C. § 2201 and NRS 40.010, that the HOA Sale cannot extinguish Chase's federally-insured Deed of Trust and that any purported interest acquired by SFR 13through the Trustee's Deed is subject to Chase's federally-insured Deed of Trust.

Pursuant to the Property Clause of the United States Constitution, the 1555. 16HOA Sale, and SFR's subsequent interest in the Property, cannot extinguish the government's interest in the Property because only Congress has the power to 17dispose of federal government territory or property. 18

56.SFR claims an interest in the Property adverse to Chase.

57.Diamond Creek Homeowners' Association did not comply with NRS 20Chapter 116, including, without limitation, providing notice of the HOA Sale to 21Chase. 22

58.The SFR decision does not apply retroactively, and the HOA Sale did 23not extinguish Chase's first position deed of trust. 24

59. The HOA Sale is void due to the grossly inadequate sale price alone.

60. The HOA Sale is void due to the inadequate sales price plus the fraud, 26oppression, and/or unfairness that accompanied the HOA Sale. 27

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61. The HOA Sale denied Chase due process protected by the Fifth and 1  $\mathbf{2}$ Fourteenth Amendment of the United States Constitution.

3 62. For all the reasons set forth above in the General Allegations, Chase is entitled to a declaration from this Court, pursuant to NRS 40.010, that Chase's 4 interest is superior to the interest held by Defendants, if any, and all other parties.  $\mathbf{5}$ 

63. Chase has furthermore been required to retain counsel and is entitled 6 to recover reasonable attorneys' fees and costs. 7

#### IV. SECOND CLAIM FOR RELIEF

### (QUIET TITLE)

64. Chase repeats and re-alleges the preceding paragraphs as though fully 10set forth herein. 11

65. Pursuant to 28 U.S.C. § 2201 and NRS 40.010, this Court has the 12power to resolve the adverse claims in the Property. 13

1466. The federal government had an interest in the Property due to the Pang Loan and the federally-insured Deed of Trust. 15

1667. The FHA-insured Deed of Trust is a first secured interest on the 17Property.

Pursuant to the Supremacy Clause of the United States Constitution, 68. 18 19state laws are preempted where there is an actual conflict between state law and federal law, and NRS Chapter 116 *et seq.* conflicts with the federal FHA Program. 20

69. NRS Chapter 116 et seq. stands as an obstacle to the full purposes and 2122objectives of the FHA Program.

70. Pursuant to the Supremacy Clause of the United States Constitution, 23the HOA Sale could not extinguish Chase's federally-insured Deed of Trust. 24

71. Pursuant to the Property Clause of the United States Constitution, the 2526HOA Sale, and SFR's subsequent interest in the Property, cannot extinguish the federal government's interest in the Property. 27

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For all the reasons set forth above in the General Allegations, Chase is
 entitled to a declaration from this Court, pursuant to NRS 40.010, that Chase's
 interest is superior to the interest held by Defendants, if any, and all other parties.

4 73. SFR claims an interest in the Property that is adverse to Chase's5 interest.

6 74. Diamond Creek Homeowners' Association did not comply with NRS
7 Chapter 116, including, without limitation, providing notice of the HOA Sale to
8 Chase. The HOA Sale is void and should be rescinded on this basis.

9 75. The *SFR* decision does not apply retroactively, and the HOA Sale did
10 not extinguish Chase's first position Deed of Trust.

76. The HOA Sale is void due to the grossly inadequate sale price alone.

12 77. The HOA Sale is void due to the inadequate sale price plus fraud,13 oppression, and/or unfairness that accompanied the HOA Sale.

14 78. Further, the HOA Sale is void and should be rescinded on the basis15 that it denied Chase due process.

16 79. Chase has furthermore been required to retain counsel and is entitled17 to recover reasonable attorneys' fees and costs.

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### V. <u>THIRD CLAIM FOR RELIEF</u>

### (UNJUST ENRICHMENT)

20 80. Chase repeats and re-alleges the preceding paragraphs as though fully
21 set forth herein.

81. If it is determined that Chase's first position deed of trust has been
extinguished by the HOA Sale, then SFR has been unjustly enriched in that Chase
has continued to expend funds and resources to maintain and preserve the
Property, to the detriment of Chase, and contrary to the principles of fairness,
justice, and fair dealing.

27 82. Chase is entitled to recoup the reasonable amount of benefits obtained28 by SFR based on the theory of unjust enrichment.

83. Chase has furthermore been required to retain counsel and is entitled 1  $\mathbf{2}$ to reasonable attorneys' fees and costs.

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Ballard Spahr LLP 100 North City Parkway, Suite 1750 Las Vegas, Nevada 89106-4617 (702) 471-7000

#### VI. PRAYER

Wherefore, Chase prays for judgment against Defendants as follows:

1. For a declaration and determination that the HOA Sale did not extinguish Chase's interest in the Property; 6

2. 7 For a declaration and determination that the HOA Sale is void or 8 voidable;

9 3. For a preliminary and permanent injunction prohibiting SFR, its 10 successors, assigns, and agents from conducting any sale, transfer, or encumbrance 11 of the Property;

4. For a preliminary and permanent injunction requiring SFR, its 12successors, assigns, and agents to pay all taxes, insurance, and homeowners' 13association dues during the pendency of the action; 14

5. For a preliminary and permanent injunction requiring SFR, its 1516successors, assigns, and agents to segregate and deposit all rents generated from the Property with the Court or a Court-approved trust account over which SFR has 17no control during the pendency of the action; 18

196. If it is determined that Chase's first position deed of trust has been extinguished by the HOA Sale, for special damages in the amount of the fair market 20value of the Property or the unpaid balance of the Pang Loan and Deed of Trust, 2122whichever is greater, together with all amounts advanced by Chase, including, without limitation, amounts advanced for taxes, insurance, and maintenance of the 2324Property;

7. For all fees and costs of court incurred herein, including post-judgment 2526costs; and

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1	8. For any and all further relief deemed appropriate by this Court.		
2			
3	B E	BALLARD SPAHR LLP	
4	4 E	By: <u>/s/ Russell J. Burke</u> Joel E. Tasca	
5	5	Nevada Bar No. 14124	
6	3	Russell J. Burke Nevada Bar No. 12710	
7	7	BALLARD SPAHR LLP 100 North City Parkway, Suite 1750 Las Vegas, Nevada 89106	
8			
9	$\overline{\beta}$	Attorneys for JPMorgan Chase Bank, N.A.	
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