



**CITY OF HENDERSON  
REDEVELOPMENT AGENCY LOAN COMMITTEE  
SPECIAL MEETING AGENDA**

**Special Meeting  
Monday, July 11, 2011  
3:00 p.m.**

**City Hall  
Council Chambers Conference Room  
240 Water Street, First Floor  
Henderson, Nevada 89015**

**Notice to persons with special needs:** For those requiring special assistance or accommodation at the meeting, please contact 702-267-1515 or the Relay Nevada TTY telephone 7-1-1 at least 72 hours in advance of the meeting.

The Chairman reserves the right to hear agenda items out of order. All items are action items unless otherwise noted.

CITY OF HENDERSON WEB SITE ADDRESS: <http://www.cityofhenderson.com>

**I. CALL TO ORDER**

**II. CONFIRMATION OF POSTING AND ROLL CALL**

**III. ACCEPTANCE OF AGENDA**

**IV. ITEMS OF BUSINESS**

**1. REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN  
MODIFICATION FOR 115 MANGANESE (CHRISTIAN CURRY)**

Recommend approval of the Homeowners' Assistance Program Loan Modification for Christian Curry, 115 Manganese.

**2. REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN  
MODIFICATION FOR 239 FULLERTON AVENUE (JOE AND NAOMI GUERRA)**

Recommend approval of the Homeowners' Assistance Program Loan Modification for Joe and Naomi Guerra, 239 Fullerton Avenue.

**3. REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN  
MODIFICATION FOR 455 NATIONAL STREET (BECKY J. SWARTZBAUGH  
(DAFFER))**

Recommend approval of the Homeowners' Assistance Program Loan Modification for Becky J. Swartzbaugh (Daffer), 455 National Street.

**V. PUBLIC COMMENT**

Note: Items discussed under Public Comment cannot be acted upon at this meeting, but may be referred to a future agenda for consideration (NRS 241.020).

**VI. ADJOURNMENT**

**Agenda posted prior to 9:00 a.m. on June 29, 2011 at the following locations:**

City Hall, 240 Water Street, 1<sup>st</sup> Floor Lobbies (2)  
Multigenerational Center, 250 S. Green Valley Parkway  
Whitney Ranch Recreational Center, 1575 Galleria Drive  
Fire Station No. 86, 96 Via Antincendio



## REDEVELOPMENT AGENCY LOAN COMMITTEE AGENDA ITEM

SPECIAL MEETING

JULY 11, 2011

LC-001

<b>SUBJECT</b>	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 115 MANGANESE (CHRISTIAN CURRY)
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Recommend Approval

**Curry HAP Modification Staff Summary**  
**Loan Committee Meeting**  
**July 11, 2011**  
**4:00 pm Council Chambers Conference Room**

Property Address:	115 Manganese
Applicant:	Christian Curry
Proposed Used:	N/A
Redevelopment Area:	Downtown
City Zoning:	Residential with Redevelopment Overlay
Design Review Required:	N/A
Sign Permit Required:	N/A

The Loan Committee has the authority to restructure outstanding loans provided:

1. The principal amount owed at the time is not reduced;
2. Deferral of any payments cannot exceed six months;
3. The term is not being extended more than an additional 5 years and
4. The interest rate approved is not lower than two points above like Treasury.

Summary

The loan borrower (Mr. Curry) received a Homeowners' Assistance Program loan from the City of Henderson Redevelopment Agency in August 2007 for \$7,122.40. The original terms of the loan were 5 years at 3% interest with payments of \$127.98/month. The borrower made payments from inception until May 2011.

The borrower submitted a formal request for loan modification on June 6, 2011 (attached).

Staff is recommending that the principal and interest on the loan remain intact, but the payments be re-amortized on the outstanding loan balance of \$2,129.09 for an additional one year with two options for the Loan Committee to consider. Staff has spoken with the borrowers and they concur with the recommendation and stated they can support the payments at this time.

Scenario #1:

Defer payments four (4) months with payments beginning October 1, 2011 for \$91.50 and extending the note one additional year for a maturity of October 1, 2013.

Scenario #2:

Defer payments six (6) months with payments beginning December 1, 2011 for \$99.60/ month and extending the note one additional year for a maturity of October 1, 2011.

Staff would recommend either scenario. An amended note would need to be drafted and executed based on the scenario approved.

Please note:

1. The principal amount is not being reduced.
2. Payments are not being deferred.
3. The term is not being extended beyond 5 additional years.
4. The interest rate is the original rate.



# Memorandum

**ECONOMIC DEVELOPMENT/  
REDEVELOPMENT**

Bob Cooper, Manager  
702-267-1515  
fax 702-267-1503

TO: Christine Guerci-Nyhus, Acting City Attorney

FROM: Lisa Sich, Special Projects Accountant

DATE: June 14, 2011

SUBJECT: Original RDA HAP Loan Program – Curry

**Background:**

Staff received a letter and met with Christian Curry. Due to financial hardship, he is requesting a loan modification. His original loan was under the RDA HAP Loan program back in 2007.

A Deed of Trust was recorded (#20071212-0002215) on December 12, 2007 for the full amount of the loan, \$7,122.40. A subordination agreement was all recorded was also recorded (#20080324-0003068) on March 24, 2008 to facilitate a refinance with First Horizons Home Loans.

Mr. Curry has made all payment consistently on time until this June when he lost his job. He is requesting that payments be deferred four to six months and that the payment term be extended to reduce his payment to between \$91 to \$100 per month.

**Issues:**

1. Mr. Curry is requesting a loan modification due to financial hardship.

**Recommendation:**

1. Staff has prepared two scenarios for the Loan Committee to review as well as the Loan Committee agenda item.
2. Scenario #1 defers payments for four months with a payment amount beginning October 1, 2011 of \$91.50 with the loan maturing October 1, 2013 – one year beyond the original maturity date.
3. Scenario #2, defers payments six months with a payment amount beginning December 1, 2011 of \$99.60 with the loan maturing October 1, 2013 – one year beyond the original maturity date.
4. Staff will be presenting both scenarios to the Loan Committee for approval of one of the Scenarios or denial.
5. This will require a Note amendment; however, the original Note was done on the computerized version that staff does not have an amendment template for. CAO will need to provide the Note amendment or a template.

Please review and advise.

Monday, June 06, 2011

To Whom It May Concern,

I am writing to request a deferment and extension of my existing redevelopment loan through the City of Henderson. This month marks the 4<sup>th</sup> year I have been paying on my loan and have never once in that timeframe missed or been late on a payment. Unfortunately, last month I lost my job, and have since been doing everything possible to cut expenses and continue paying my bills on time. With no big breaks in sight, I am resorting to ask a few financiers to allow some sort of extension as I continue to look for work. My credit is everything to me, so the last thing I want is to jeopardize my blemish-free report. If I can work with the City to somehow extend my loan, thus lowering my monthly payment, and also to defer 4-6 payments, I would be so grateful. It is necessary to mention that I have every intension of paying the City back for the help they have given me in restoring my charming, little Townsite home.

I remember how thankful I was to have received the loan and grant in the first place. With it I was able to paint my house, put in a beautiful eco-friendly yard, and do other major renovations to my repo take-over. Though I am in the hole on my mortgage (as many, many other Nevadans are), I am still trudging away with hopes that in the not-to-distant future Henderson will be the thriving mecca it once was. Thank you for your consideration on the matter, and I hope to hear from you soon.

Sincere regards,

A handwritten signature in black ink, appearing to read 'Christian Curry', with a large, stylized flourish at the end.

Christian Curry

115 Manganese St.  
Henderson, NV 89015  
702-290-4250

Customer Number: 3021970  
Tax ID No: 88-6000720

City of Henderson Redevelopment Agency

*Original from  
Finance.*

**Christian T Curry**  
**115 Manganese**  
**Henderson, NV 89015**  
 Original Rate: 3.00%

3021970

Principal: 2092-0000-110200-H0011  
 Interest: 2092-1001-310000-H0011

Term: 5 Years  
 1st Payment Due: Sept 01, 2007  
 Payment Due on the First of Each Month

Payment #	Date	Rate	Loan Amt	P&I Payment	Principal	Interest	Extra Prin	Payment Date	Payment Amount	New Balance
				-	-	-	-			-
	Sept 07	3.00%	7,122.20	-	-	-	-			7,122.20
	Oct 07	3.00%		-	-	-	-			7,122.20
1	Nov 07	3.00%		127.98	110.17	17.81	-			7,012.03
2	Dec 07	3.00%		127.98	110.45	17.53	-			6,901.58
3	Jan 08	3.00%		127.98	110.73	17.25	-			6,790.85
4	Feb 08	3.00%		127.98	111.00	16.98	-			6,679.85
5	Mar 08	3.00%		127.98	111.28	16.70	-			6,568.57
6	Apr 08	3.00%		127.98	111.56	16.42	-			6,457.01
7	May 08	3.00%		127.98	111.84	16.14	-			6,345.17
8	Jun 08	3.00%		127.98	111.84	16.14	-			6,233.33
9	Jul 08	3.00%		127.98	112.40	15.58	-	7/11/2008	127.98	6,120.94
10	Aug 08	3.00%		127.98	112.68	15.30	-	8/14/2008	127.98	6,008.26
11	Sept 08	3.00%		127.98	112.96	15.02	-	9/15/2008	127.98	5,895.30
12	Oct 08	3.00%		127.98	112.96	15.02	-	10/14/2008	127.98	5,782.34
13	Nov 08	3.00%		127.98	113.24	14.74	-	11/13/2008	127.98	5,669.10
14	Dec 08	3.00%		127.98	113.52	14.46	-	12/12/2008	127.98	5,555.57
15	Jan 09	3.00%		127.98	113.81	14.17	-	1/13/2009	127.98	5,441.77
16	Feb 09	3.00%		127.98	114.09	13.89	-	2/12/2009	127.98	5,327.68
17	Mar 09	3.00%		127.98	114.66	13.32	-	3/11/2009	127.98	5,213.01
18	Apr 09	3.00%		127.98	114.95	13.03	-	4/14/2009	127.98	5,098.07
19	May 09	3.00%		127.98	115.23	12.75	-	5/13/2009	127.98	4,982.83
20	Jun 09	3.00%		127.98	115.52	12.46	-	6/16/2009	127.98	4,867.31
21	Jul 09	3.00%		127.98	115.81	12.17	-	7/15/2009	127.98	4,751.50
22	Aug 09	3.00%		127.98	116.10	11.88	-	8/14/2009	127.98	4,635.40
23	Sept 09	3.00%		127.98	116.39	11.59	-	9/14/2009	127.98	4,519.00
24	Oct 09	3.00%		127.98	116.68	11.30	-	9/16/2009	127.98	4,402.32
25	Nov 09	3.00%		127.98	116.97	11.01	-	11/17/2009	127.98	4,285.35
26	Dec 09	3.00%		127.98	117.27	10.71	-	12/14/2009	127.98	4,168.08
27	Jan 10	3.00%		127.98	117.56	10.42	-	1/13/2010	127.98	4,050.52
28	Feb 10	3.00%		127.98	117.85	10.13	-	2/16/2010	127.98	3,932.67
29	Mar 10	3.00%		127.98	118.15	9.83	-	3/16/2010	127.98	3,814.52
30	Apr 10	3.00%		127.98	118.44	9.54	-	4/14/2010	127.98	3,696.08
31	May 10	3.00%		127.98	118.74	9.24	-	5/12/2010	127.98	3,577.34
32	Jun 10	3.00%		127.98	119.04	8.94	-	6/14/2010	127.98	3,458.30
33	Jul 10	3.00%		127.98	119.33	8.65	-	7/12/2010	127.98	3,338.97
34	Aug 10	3.00%		127.98	119.63	8.35	-	8/9/2010	127.98	3,219.33
35	Sept 10	3.00%		127.98	119.93	8.05	-	9/7/2010	127.98	3,099.40
36	Oct 10	3.00%		127.98	120.23	7.75	-	10/12/2010	127.98	2,979.17
37	Nov 10	3.00%		127.98	120.53	7.45	-	11/15/2010	127.98	2,858.64
38	Dec 10	3.00%		127.98	120.83	7.15	-	12/13/2010	127.98	2,737.80
	Jan 11	3.00%		127.98	121.14	6.84	-	1/13/2011	127.98	2,616.67
1	Feb 11	3.00%		127.98	121.44	6.54	-	2/14/2010	127.98	2,495.23
2	Mar 11	3.00%		127.98	121.74	6.24	-	3/14/2011	127.98	2,373.49
3	Apr 11	3.00%		127.98	122.05	5.93	-	4/13/2011	127.98	2,251.44
4	May 11	3.00%		127.98	122.35	5.63	-	5/12/2011	127.98	2,129.09
5	Jun 11	3.00%		127.98	122.66	5.32	-			2,006.43
6	Jul 11	3.00%		127.98	122.96	5.02	-			1,883.47
7	Aug 11	3.00%		127.98	123.27	4.71	-			1,760.20
8	Sept 11	3.00%		127.98	123.58	4.40	-			1,636.62
9	Oct 11	3.00%		127.98	123.89	4.09	-			1,512.73

City of Henderson Redevelopment Agency

10	Nov 11	3.00%		127.98	124.20	3.78	-		1,388.53
11	Dec 11	3.00%		127.98	124.51	3.47	-		1,264.02
12	Jan 12	3.00%		127.98	124.82	3.16	-		1,139.20
13	Feb 12	3.00%		127.98	125.13	2.85	-		1,014.07
14	Mar 12	3.00%		127.98	125.44	2.54	-		888.63
15	Apr 12	3.00%		127.98	125.76	2.22	-		762.87
16	May 12	3.00%		127.98	126.07	1.91	-		636.80
17	Jun 12	3.00%		127.98	126.39	1.59	-		510.41
18	Jul 12	3.00%		127.98	126.70	1.28	-		383.70
19	Aug 12	3.00%		127.98	127.02	0.96	-		256.68
20	Sept 12	3.00%		127.98	127.34	0.64	-		129.34
21	Oct 12	3.00%		129.67	129.35	0.32	-		(0.00)
		Totals	7,122.20	7,680.49	7,122.20	558.29	-		

Scenario #1

Christian T Curry  
 115 Manganese  
 Henderson, NV 89015  
 Original Rate: 3.00%  
 Term: 5 Years

3021970

Principal: 2092-0000-110200-H0011  
 Interest: 2092-1001-310000-H0011

1st Payment Due: Sept 01, 2007  
 Payment Due on the First of Each Month

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1	Nov 07	3.00%		127.98	110.17	17.81	-			7,012.03
2	Dec 07	3.00%		127.98	110.45	17.53	-			6,901.58
3	Jan 08	3.00%		127.98	110.73	17.25	-			6,790.85
4	Feb 08	3.00%		127.98	111.00	16.98	-			6,679.85
5	Mar 08	3.00%		127.98	111.28	16.70	-			6,568.57
6	Apr 08	3.00%		127.98	111.56	16.42	-			6,457.01
7	May 08	3.00%		127.98	111.84	16.14	-			6,345.17
8	Jun 08	3.00%		127.98	111.84	16.14	-			6,233.33
9	Jul 08	3.00%		127.98	112.40	15.58	-	7/11/2008	127.98	6,120.94
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11	Sept 08	3.00%		127.98	112.96	15.02	-	9/15/2008	127.98	5,895.30
12	Oct 08	3.00%		127.98	112.96	15.02	-	10/14/2008	127.98	5,782.34
13	Nov 08	3.00%		127.98	113.24	14.74	-	11/13/2008	127.98	5,669.10
14	Dec 08	3.00%		127.98	113.52	14.46	-	12/12/2008	127.98	5,555.57
15	Jan 09	3.00%		127.98	113.81	14.17	-	1/13/2009	127.98	5,441.77
16	Feb 09	3.00%		127.98	114.09	13.89	-	2/12/2009	127.98	5,327.68
17	Mar 09	3.00%		127.98	114.66	13.32	-	3/11/2009	127.98	5,213.01
18	Apr 09	3.00%		127.98	114.95	13.03	-	4/14/2009	127.98	5,098.07
19	May 09	3.00%		127.98	115.23	12.75	-	5/13/2009	127.98	4,982.83
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21	Jul 09	3.00%		127.98	115.81	12.17	-	7/15/2009	127.98	4,751.50
22	Aug 09	3.00%		127.98	116.10	11.88	-	8/14/2009	127.98	4,635.40
23	Sept 09	3.00%		127.98	116.39	11.59	-	9/14/2009	127.98	4,519.00
24	Oct 09	3.00%		127.98	116.68	11.30	-	9/16/2009	127.98	4,402.32
25	Nov 09	3.00%		127.98	116.97	11.01	-	11/17/2009	127.98	4,285.35
26	Dec 09	3.00%		127.98	117.27	10.71	-	12/14/2009	127.98	4,168.08
27	Jan 10	3.00%		127.98	117.56	10.42	-	1/13/2010	127.98	4,050.52
28	Feb 10	3.00%		127.98	117.85	10.13	-	2/16/2010	127.98	3,932.67
29	Mar 10	3.00%		127.98	118.15	9.83	-	3/16/2010	127.98	3,814.52
30	Apr 10	3.00%		127.98	118.44	9.54	-	4/14/2010	127.98	3,696.08
31	May 10	3.00%		127.98	118.74	9.24	-	5/12/2010	127.98	3,577.34
32	Jun 10	3.00%		127.98	119.04	8.94	-	6/14/2010	127.98	3,458.30
33	Jul 10	3.00%		127.98	119.33	8.65	-	7/12/2010	127.98	3,338.97
34	Aug 10	3.00%		127.98	119.63	8.35	-	8/9/2010	127.98	3,219.33
35	Sept 10	3.00%		127.98	119.93	8.05	-	9/7/2010	127.98	3,099.40
36	Oct 10	3.00%		127.98	120.23	7.75	-	10/12/2010	127.98	2,979.17
37	Nov 10	3.00%		127.98	120.53	7.45	-	11/15/2010	127.98	2,858.64
38	Dec 10	3.00%		127.98	120.83	7.15	-	12/13/2010	127.98	2,737.80
39	Jan 11	3.00%		127.98	121.14	6.84	-	1/13/2011	127.98	2,616.67
40	Feb 11	3.00%		127.98	121.44	6.54	-	2/14/2010	127.98	2,495.23
41	Mar 11	3.00%		127.98	121.74	6.24	-	3/14/2011	127.98	2,373.49
42	Apr 11	3.00%		127.98	122.05	5.93	-	4/13/2011	127.98	2,251.44
43	May 11	3.00%		127.98	122.35	5.63	-	5/12/2011	127.98	2,129.09
0	Jun 11	3.00%		-	-	-	-			2,129.09
0	Jul 11	3.00%		-	-	-	-			2,129.09
0	Aug 11	3.00%		-	-	-	-			2,129.09
0	Sept 11	3.00%		-	-	-	-			2,129.09
44	Oct 11	3.00%		91.50	86.18	5.32	-			2,042.91
45	Nov 11	3.00%		91.50	86.39	5.11	-			1,956.52
46	Dec 11	3.00%		91.50	86.61	4.89	-			1,869.91
47	Jan 12	3.00%		91.50	86.83	4.67	-			1,783.09

48	Feb 12	3.00%		91.50	87.04	4.46	-		1,696.04
49	Mar 12	3.00%		91.50	87.26	4.24	-		1,608.78
50	Apr 12	3.00%		91.50	87.48	4.02	-		1,521.31
51	May 12	3.00%		91.50	87.70	3.80	-		1,433.61
52	Jun 12	3.00%		91.50	87.92	3.58	-		1,345.69
53	Jul 12	3.00%		91.50	88.14	3.36	-		1,257.56
54	Aug 12	3.00%		91.50	88.36	3.14	-		1,169.20
55	Sept 12	3.00%		91.50	88.58	2.92	-		1,080.63
56	Nov 12	3.00%		91.50	88.80	2.70	-		991.83
57	Dec 12	3.00%		91.50	89.02	2.48	-		902.81
58	Jan 13	3.00%		91.50	89.24	2.26	-		813.56
59	Feb 13	3.00%		91.50	89.47	2.03	-		724.10
60	Mar 13	3.00%		91.50	89.69	1.81	-		634.41
61	Apr 13	3.00%		91.50	89.91	1.59	-		544.49
62	May 13	3.00%		91.50	90.14	1.36	-		454.35
63	Jun 13	3.00%		91.50	90.36	1.14	-		363.99
64	Jul 13	3.00%		91.50	90.59	0.91	-		273.40
65	Aug 13	3.00%		91.50	90.82	0.68	-		182.58
66	Sept 13	3.00%		91.50	91.04	0.46	-		91.54
67	Oct 13	3.00%		91.77	91.54	0.23	-		(0.00)
			Totals	7,122.20	6,692.64	6,130.37	562.27	-	

Christian T Curry  
 115 Manganese  
 Henderson, NV 89015  
 Original Rate: 3.00%  
 Term: 5 Years  
 1st Payment Due: Sept 01, 2007  
 Payment Due on the First of Each Month

3021970

Principal: 2092-0000-110200-H0011  
 Interest: 2092-1001-310000-H0011

Scenario #2

Payment #	Date	Rate	Loan Amt	P&I Payment	Principal	Interest	Extra Prin	Payment Date	Payment Amount	New Balance
	Sept 07	3.00%	7,122.20	-	-	-	-			7,122.20
	Oct 07	3.00%		-	-	-	-			7,122.20
1	Nov 07	3.00%		127.98	110.17	17.81	-			7,012.03
2	Dec 07	3.00%		127.98	110.45	17.53	-			6,901.58
3	Jan 08	3.00%		127.98	110.73	17.25	-			6,790.85
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10	Aug 08	3.00%		127.98	112.68	15.30	-	8/14/2008	127.98	6,008.26
11	Sept 08	3.00%		127.98	112.96	15.02	-	9/15/2008	127.98	5,895.30
12	Oct 08	3.00%		127.98	112.96	15.02	-	10/14/2008	127.98	5,782.34
13	Nov 08	3.00%		127.98	113.24	14.74	-	11/13/2008	127.98	5,669.10
14	Dec 08	3.00%		127.98	113.52	14.46	-	12/12/2008	127.98	5,555.57
15	Jan 09	3.00%		127.98	113.81	14.17	-	1/13/2009	127.98	5,441.77
16	Feb 09	3.00%		127.98	114.09	13.89	-	2/12/2009	127.98	5,327.68
17	Mar 09	3.00%		127.98	114.66	13.32	-	3/11/2009	127.98	5,213.01
18	Apr 09	3.00%		127.98	114.95	13.03	-	4/14/2009	127.98	5,098.07
19	May 09	3.00%		127.98	115.23	12.75	-	5/13/2009	127.98	4,982.83
20	Jun 09	3.00%		127.98	115.52	12.46	-	6/16/2009	127.98	4,867.31
21	Jul 09	3.00%		127.98	115.81	12.17	-	7/15/2009	127.98	4,751.50
22	Aug 09	3.00%		127.98	116.10	11.88	-	8/14/2009	127.98	4,635.40
23	Sept 09	3.00%		127.98	116.39	11.59	-	9/14/2009	127.98	4,519.00
24	Oct 09	3.00%		127.98	116.68	11.30	-	9/16/2009	127.98	4,402.32
25	Nov 09	3.00%		127.98	118.97	11.01	-	11/17/2009	127.98	4,285.35
26	Dec 09	3.00%		127.98	117.27	10.71	-	12/14/2009	127.98	4,168.08
27	Jan 10	3.00%		127.98	117.56	10.42	-	1/13/2010	127.98	4,050.52
28	Feb 10	3.00%		127.98	117.85	10.13	-	2/16/2010	127.98	3,932.67
29	Mar 10	3.00%		127.98	118.15	9.83	-	3/16/2010	127.98	3,814.52
30	Apr 10	3.00%		127.98	118.44	9.54	-	4/14/2010	127.98	3,696.08
31	May 10	3.00%		127.98	118.74	9.24	-	5/12/2010	127.98	3,577.34
32	Jun 10	3.00%		127.98	119.04	8.94	-	6/14/2010	127.98	3,458.30
33	Jul 10	3.00%		127.98	119.33	8.65	-	7/12/2010	127.98	3,338.97
34	Aug 10	3.00%		127.98	119.63	8.35	-	8/9/2010	127.98	3,219.33
35	Sept 10	3.00%		127.98	119.93	8.05	-	9/7/2010	127.98	3,099.40
36	Oct 10	3.00%		127.98	120.23	7.75	-	10/12/2010	127.98	2,979.17
37	Nov 10	3.00%		127.98	120.53	7.45	-	11/15/2010	127.98	2,858.64
38	Dec 10	3.00%		127.98	120.83	7.15	-	12/13/2010	127.98	2,737.80
39	Jan 11	3.00%		127.98	121.14	6.84	-	1/13/2011	127.98	2,616.67
40	Feb 11	3.00%		127.98	121.44	6.54	-	2/14/2010	127.98	2,495.23
41	Mar 11	3.00%		127.98	121.74	6.24	-	3/14/2011	127.98	2,373.49
42	Apr 11	3.00%		127.98	122.05	5.93	-	4/13/2011	127.98	2,251.44
43	May 11	3.00%		127.98	122.35	5.63	-	5/12/2011	127.98	2,129.09
0	Jun 11	3.00%		-	-	-	-			2,129.09
0	Jul 11	3.00%		-	-	-	-			2,129.09
0	Aug 11	3.00%		-	-	-	-			2,129.09
0	Sept 11	3.00%		-	-	-	-			2,129.09
0	Oct 11	3.00%		-	-	-	-			2,129.09
0	Nov 11	3.00%		-	-	-	-			2,129.09
44	Dec 11	3.00%		99.60	94.28	5.32	-			2,034.81
45	Jan 12	3.00%		99.60	94.51	5.09	-			1,940.30
46	Feb 12	3.00%		99.60	94.75	4.85	-			1,845.55
47	Mar 12	3.00%		99.60	94.99	4.61	-			1,750.57
48	Apr 12	3.00%		99.60	95.22	4.38	-			1,655.34
49	May 12	3.00%		99.60	95.46	4.14	-			1,559.88
50	Jun 12	3.00%		99.60	95.70	3.90	-			1,464.18
51	Jul 12	3.00%		99.60	95.94	3.66	-			1,368.24
52	Aug 12	3.00%		99.60	96.18	3.42	-			1,272.06
53	Sept 12	3.00%		99.60	96.42	3.18	-			1,175.64
54	Nov 12	3.00%		99.60	96.66	2.94	-			1,078.98
55	Dec 12	3.00%		99.60	96.90	2.70	-			982.08
56	Jan 13	3.00%		99.60	97.14	2.46	-			884.93
57	Feb 13	3.00%		99.60	97.39	2.21	-			787.54
58	Mar 13	3.00%		99.60	97.63	1.97	-			689.91
59	Apr 13	3.00%		99.60	97.88	1.72	-			592.04
60	May 13	3.00%		99.60	98.12	1.48	-			493.92
61	Jun 13	3.00%		99.60	98.37	1.23	-			395.55
62	Jul 13	3.00%		99.60	98.61	0.99	-			296.94
63	Aug 13	3.00%		99.60	98.86	0.74	-			198.08
64	Sept 13	3.00%		99.60	99.10	0.50	-			98.98
65	Oct 13	3.00%		99.23	98.98	0.25	-			(0.00)
	Totals		7,122.20	6,598.74	6,043.22	555.52	-			

**NOTE**

LOAN NO.: 20070828DT

**AUGUST 28, 2007**  
*Date*

**HENDERSON**  
*City*

**NEVADA**  
*State*

**115 Manganese, Henderson, NV 89015**  
*Property Address*

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ **7,122.40** (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is **City of Henderson Redevelopment Agency Attn: Neighborhood Services**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

**2. INTEREST**

I will pay interest at a yearly rate of **3.000** %.

Interest will be charged on unpaid principal until the full amount of principal has been paid.

**3. PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ **127.98**

I will make my payments on the **1st** day of each month beginning on **NOVEMBER, 2007**

I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on **OCTOBER 01, 2012**, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at **City of Henderson Redevelopment Agency Attn: Neighborhood Services 240 Water Street, P.O. Box 95050, Henderson, Nevada 89009-5050** or at a different place if required by the Note Holder.

**4. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of **15** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000** % of my overdue payment, but not less than U.S. \$ **5.00** and not more than U.S. \$ **6.40**. I will pay this late charge only once on any late payment.

**(B) Notice From Note Holder**

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

**(C) Default**

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**5. THIS NOTE SECURED BY A DEED OF TRUST**

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated **AUGUST 28, 2007**, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

**NEVADA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT**

Initials:   
Form 3929



20071212-0002215

APN 179-18-310-108

④

When Recorded Please Mail To:  
City of Henderson, Neighborhood Services  
240 Water Street, PO Box 95050, MSC 132  
Henderson, NV 89009-5050

Fee: \$0.00  
N/C Fee: \$0.00  
12/12/2007 12:15:08  
T20070214699  
Requestor:  
HENDERSON CITY  
Debbie Conway DBX  
Clark County Recorder Pgs: 4

Please mail tax statement to:  
Christian T. Curry  
115 Manganese  
Henderson, NV 89015

**DEED OF TRUST**

This **DEED OF TRUST**, made this 28<sup>th</sup> day of August, 2007, between Christian T. Curry, herein called **TRUSTOR**, whose address is 115 Manganese, Henderson Nevada, the **CITY OF HENDERSON REDEVELOPMENT AGENCY**, herein called **TRUSTEE**, and the **CITY OF HENDERSON REDEVELOPMENT AGENCY**, herein named **BENEFICIARY**:

**WITNESSETH**, that Trustor **IRREVOCABLY** grants, transfers and assigns to Trustee in trust with power of sale, that property located in the City of Henderson, Clark County, Nevada, legally described as follows:

LOT THIRTEEN (13), IN BLOCK THIRTY-SIX (36), OF HENDERSON TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 42, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

more commonly known as 115 Manganese, Henderson, Nevada.

**TOGETHER WITH** all appurtenances in which Trustor has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

Deed of Trust  
115 Manganese  
APN 179-18-310-108

**TOGETHER WITH** the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the Trustee shall collect the same by any lawful means in the name of the Beneficiary,

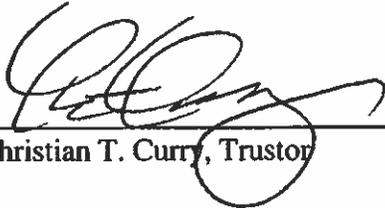
**FOR THE PURPOSE OF SECURING** (1) performance of the Loan Agreement executed by Trustor on the 28<sup>th</sup> day of August, 2007, and incorporated by reference herein; and (2) payment of any indebtedness evidenced by and accruing under said Loan Agreement, in the principal sum of SEVEN THOUSAND ONE HUNDRED TWENTY-TWO AND 40/100 DOLLARS (\$7,122.40), executed by Trustor in favor of Beneficiary, or order.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

By the execution of this Deed of Trust that those provisions included in the Loan Agreement executed by Trustor in Loan Number 20070828DT are each hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the Trustor or his successors will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

Deed of Trust  
115 Manganese  
APN 179-18-310-108

**THE UNDERSIGNED** Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder, be mailed to the authorized agent at the address herein set forth:

By:   
Christian T. Curry, Trustor

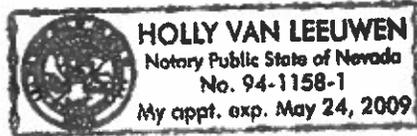
By: \_\_\_\_\_

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK        )

On this 28<sup>th</sup> day of August, 2007, before me, Holly Van Leeuwen the undersigned Notary Public, personally appeared Christian T. Curry, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.

  
NOTARY PUBLIC



.....  
.....  
.....

Deed of Trust  
115 Manganese  
APN 179-18-310-108

**CITY OF HENDERSON TRUSTEE:**

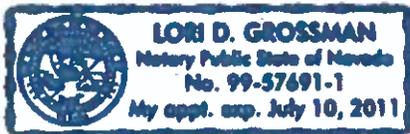
BY:   
Philip D. Speight, City Manager

**ATTEST:**

BY:   
Monica M. Simmons, CMC  
City Clerk

STATE OF NEVADA)  
COUNTY OF CLARK)  
This instrument was acknowledged  
before me on 9/11/07 by  
Philip D. Speight as City Manager  
of the City of Henderson.

  
Notary Public



STATE OF NEVADA)  
COUNTY OF CLARK)  
This instrument was acknowledged  
before me on 9/11/07 by  
Monica M. Simmons as City Clerk  
of the City of Henderson.

  
Notary Public



3  
APN No. 179-18-310-108

CG

20080324-0003068

**WHEN RECORDED MAIL AND  
SEND TAX STATEMENTS TO:**

THE CITY OF HENDERSON  
REDEVELOPMENT AGENCY  
240 Water Street, P.O. Box 95050  
Henderson, Nevada 89009-5050

Fee: \$22.00  
N/C Fee: \$25.00  
03/24/2008 14:09:55  
T20080049673  
Requestor:  
SOUTHWEST TITLE  
Debbie Conway JYB  
Clark County Recorder Pgs: 9

---

**SUBORDINATION AGREEMENT**

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS SUBORDINATION AGREEMENT (this "Agreement") is made and entered into effective as of \_\_\_\_\_, 2008, ("Effective Date") by the City of Henderson Redevelopment Agency, a public body, corporate and politic (the "Agency"), Christian T. Curry, an individual (the "Borrower"), and First Horizon Home Loans Corporation, a Division of First Tennessee Bank National-ISA OA (the "Senior Lender").

**RECITALS:**

A. Borrower has executed a deed of trust in favor of the Agency (the "Agency Deed of Trust"), which was recorded in the official records of the County Recorder of Clark County, Nevada (the "Official Records") on December 12, 2007 as Document No. 0002215, Book No. 20071212, which secures an indebtedness by Borrower in favor of the Agency in the amount of Seven Thousand One Hundred and Twenty-Two Dollars and Forty Cents (\$7,122.40) ("Agency Loan") and which encumbers the real property located at 115 Manganese Street in Henderson, Nevada and more particularly described in Exhibit A attached hereto (the "Property").

B. Borrower has executed a promissory note in favor of Senior Lender (the "Senior Note") dated as of the date hereof in the amount of One Hundred and Ninety Thousand Dollars

(\$190,000) (the "Senior Loan") which will be secured by a deed of trust in favor of Senior Lender (the "Senior Deed of Trust") dated as of the date hereof and recorded as an encumbrance on the Property in the Official Records.

C. As a condition precedent to providing the Senior Loan, Senior Lender requires that the Senior Deed of Trust be a lien or charge upon the Property, prior and superior to the Agency Deed of Trust, and that Agency subordinate the Agency Deed of Trust to the Senior Deed of Trust.

D. Agency, Senior Lender and Borrower intend that the Senior Deed of Trust shall be a lien or charge upon the Property prior and superior to the Agency Deed of Trust. Agency has agreed to subordinate and subject the Agency Deed of Trust to the lien and charge of the Senior Deed of Trust.

E. It is to the mutual benefit of the parties hereto that Senior Lender make the Senior Loan to Borrower, and Agency is willing that the Senior Deed of Trust shall, when recorded, constitute a lien or charge upon the Property which is prior and superior to the Agency Deed of Trust.

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, it is hereby declared, understood and agreed as follows:

1. The Senior Deed of Trust, and any modifications, renewals or extensions thereof, and any advances (including interest thereon) thereunder or secured thereby, shall be a lien or charge on the Property prior and superior to the Agency Deed of Trust, and the Agency Deed of Trust is hereby subjected, and made subordinate, to the lien or charge of the Senior Deed of Trust.

2. This Agreement shall be the sole and only agreement between the parties hereto with regard to the subordination of the Agency Deed of Trust to the lien or charge of the Senior Deed of Trust, and shall supersede and cancel any prior agreements to subordinate the Agency Deed of Trust to the Senior Deed of Trust.

3. Agency declares, agrees, and acknowledges that:

(a) Agency consents to all provisions of the Senior Note, the Senior Deed of Trust, and all other documents and agreements evidencing, securing or otherwise relating to the Senior Loan which have been submitted to the Agency for review.

(b) Agency intentionally subjects and subordinates the Agency Deed of Trust to the lien or charge upon the Property of the Senior Deed of Trust and understands that in reliance upon, and in consideration of, this subjection and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

4. In consideration of Agency's covenants and agreements contained herein, Senior Lender hereby covenants and agrees for the benefit of Agency that in the event of any default by Borrower under the Senior Note or Senior Deed of Trust, Senior Lender shall provide written notice of said default to the Agency contemporaneously with delivery to Borrower of the same. Such notice shall be delivered to the Agency within thirty (30) days after the date that Borrower defaults. Agency shall have the right, but not the obligation, to cure such default within ninety (90) days following Agency's receipt of the written notice, or if greater than ninety (90) days is needed to cure the default, such greater period as may be reasonably necessary provided the Agency diligently prosecutes the cure.

5. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties hereto.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

7. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

8. Formal notices, demands and communications between the parties shall be delivered (a) personally, (b) by nationally recognized overnight courier service, or (c) dispatched by U.S. first class registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth below. Such notices, demands and communications shall be deemed given three (3) days after mailing, the next business day after deposit with a nationally recognized overnight courier service, or immediately upon personal delivery.

Agency: City of Henderson Redevelopment Agency  
240 Water Street  
Henderson, Nevada, 89015  
Attention: Executive Director

Senior Lender: First Horizon Home Loans Corporation,  
a Division of First Tennessee Bank National-ISA OA  
P.O. Box 7481  
Springfield, OH 45501

Borrower: Christian T. Curry  
115 Manganese Street.  
Henderson, Nevada 89015

9. Each of the parties hereto will, whenever and as often as they shall be requested to do so by the other, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any and all such further instruments and documents as may be reasonably necessary to carry out the intent and purpose of this Agreement, and to do any and all further acts reasonably necessary to carry out the intent and purpose of this Agreement.

10. In the event any legal action is commenced by any party hereto concerning this Agreement or the rights and duties hereunder of any party hereto, whether such action be an action for damages, or for equitable or declaratory relief, the prevailing party in such litigation shall be entitled to, in addition to all other relief as may be granted by the court, reasonable sums as and for attorneys' fees in an amount to be set by the court.

11. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder.

12. This Agreement is solely for the benefit of Senior Lender and Agency and their respective successors and assigns, and except as expressly provided for herein, neither the Borrower nor any other person shall have any right, benefit, priority or interest under, or because of the existence of, this Agreement. This Agreement sets forth in full the terms of the agreement between Senior Lender and the Agency with respect to the subject matter hereof, and may not be modified or amended, nor may any rights hereunder be waived, except in a writing signed by Senior Lender and the Agency.

13. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

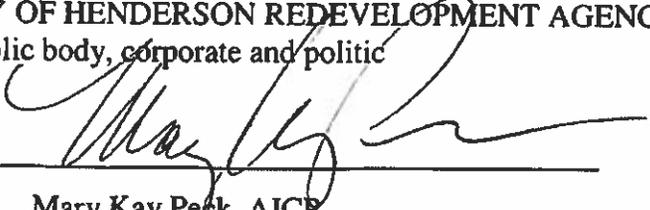
***SIGNATURES ON FOLLOWING PAGE.***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

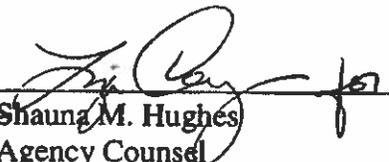
**AGENCY:**

CITY OF HENDERSON REDEVELOPMENT AGENCY,  
a public body, corporate and politic

By: \_\_\_\_\_

  
Mary Kay Peck, AICP  
Executive Director

**APPROVED AS TO FORM:**

  
Shauna M. Hughes  
Agency Counsel

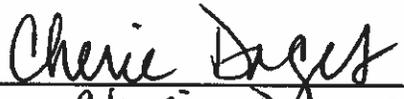
**SENIOR LENDER:**

FIRST HORIZON HOME LOANS CORPORATION,  
a Division of First Tennessee Bank National-ISA OA

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

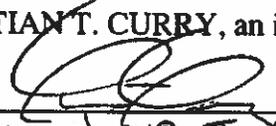
Title: \_\_\_\_\_

  
Cherie Dages  
Branch Manager

**BORROWER:**

CHRISTIAN T. CURRY, an individual

By: \_\_\_\_\_

  
Christian T. Curry

**SIGNATURES MUST BE NOTARIZED.**

Exhibit A

Property

Lot 13 in Block 36 of HENDERSON TOWNSITE, as shown by map thereof on file in Book 2, of Plats, Page 42, 42-A TO 42-O in the Office of the County Recorder of Clark County, Nevada









**REDEVELOPMENT AGENCY LOAN COMMITTEE  
AGENDA ITEM**

SPECIAL MEETING

JULY 11, 2011

LC-002

<b>SUBJECT</b>	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 239 FULLERTON AVENUE (JOE AND NAOMI GUERRA)
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Recommend Approval

**Guerra HAP Modification Staff Summary**  
**Loan Committee Meeting**  
**July 11, 2011**  
**4:00 pm Council Chambers Conference Room**

Property Address:	239 Fullerton Avenue
Applicant:	Joe and Naomi Guerra
Proposed Used:	N/A
Redevelopment Area:	Eastside
City Zoning:	Residential with Redevelopment Overlay
Design Review Required:	N/A
Sign Permit Required:	N/A

The Loan Committee has the authority to restructure outstanding loans provided:

1. The principal amount owed at the time is not reduced;
2. Deferral of any payments cannot exceed six months;
3. The term is not being extended more than an additional 5 years and
4. The interest rate approved is not lower than two points above like Treasury.

Summary

The loan borrowers (Mr. and Mrs. Guerra) received a Homeowners' Assistance Program loan from the City of Henderson in January 2009 for \$3,861.00. The original terms of the loan were 5 years at 3% interest with payments of \$69.38/month. The borrowers made payments from inception until March 2010. Payments were not made until February 2011 due to borrower's loss of employment.

The borrowers submitted a formal request for loan modification on March 1, 2011 (attached). Due to the fact that the program was in the process of being assigned from the City to the Agency, staff was unable to take action.

Staff is recommending that the principal and interest on the loan remain intact, but the payments be re-amortized on the outstanding loan balance of \$2,786.08 for an additional five years beginning July 1, 2011 with estimated payments of \$50/month. Staff has spoken with the borrowers and they concur with the recommendation and stated they can support the payments at this time.

Due to payments not being made for several months, as of May 19, 2011 the loan has accrued \$427.01 in penalties and interest and will continue to accrue late fees until the execution of the loan modification. Staff is recommending that all penalties on the original loan be waived up to \$600.

Please note:

1. The principal amount is not being reduced.
2. Payments are not being deferred.
3. The term is not being extended beyond 5 additional years.
4. The interest rate is the original rate.



# Memorandum

**ECONOMIC DEVELOPMENT /  
REDEVELOPMENT**

Bob Cooper, Manager  
702-267-1515  
fax 702-267-1503

TO: Christine Guerci-Nyhus, Acting City Attorney

FROM: Lisa Sich, Special Projects Accountant

DATE: June , 2011

SUBJECT: HAP Loan Program – Guerra

**Background:**

On December 8, 2008, Joe and Naomi Guerra of 239 Fullerton Avenue, requested a Homeowners' Assistance Loan.

There were two proposals in the file from Hanna Co. and Ruitter Construction. Ruitter Construction, the low bidder, was selected and the scope of work included:

1. Paint exterior walls
2. Install 16' steel garage door with opener
3. Install 6' white vinyl low-e patio slider
4. Install white vinyl low-e replacement windows (5)

Total \$ 6,830.00

Administrator's Break Down

Grants	\$ 2,286.00
Owner's Equity	\$ 683.00
Loan Amount	\$ 3,861.00

A check was received from Mrs. Guerra:

Ck#1233                      04/15/09                      \$ 748.00

A breakdown of the check indicates code 2604 - \$65.00 and code 2605 \$683.00.

A Deed of Trust was entered into on January 29, 2009 with Joe R. and Naomi L. Guerra and recorded on April 8, 2009 (instrument #20090408-0002122) for \$3,861.00. The APN was verified to be 179-08-515-013 and is correctly stated on the Deed of Trust.

A Note was also entered into on January 22, 2009 that was not recorded for \$3,861.00.

AMG received a loan set up form on January 29, 2009 stating a loan amount of \$3,861.00, 3% interest, 60 month term with payments to begin March 1, 2009.

On March 7, 2011, Neighborhood Services received a letter from Mr. and Mrs. Guerra describing their financial hardship. They also believed that their HAP loan was discharged through Chapter 7 Bankruptcy. Once they found out the loan was not discharged, they contacted

the loan administrator resulting in a letter requesting a loan modification. They are not asking for a lower principal amount or interest rate. They would like the late penalties and interest to be discharged and an extension of payment terms.

The borrower's were paying consistently from inception to May of 2010. To date they owe:

Penalties	\$ 330.50
Interest	\$ 96.51
Principal	\$2,786.08

**Issues:**

1. The Borrower's are experiencing a financial hardship due to unemployment.
2. The Borrower's are requesting a loan modification.

**Recommendation:**

1. Staff is recommending a loan modification of the principal amount owing, \$2,786.08 beginning July 1, 2011 through June 1, 2016 extending the loan two years and four months beyond the original maturity of February 1, 2014.
2. A Note amendment be prepared and executed.
3. Penalties and interest up to \$600 be waived.

Please review and advise.



City of Henderson (Loan)  
Redevelopment East Side D0801  
240 Water Street, MSC - 132  
P. O. 95050  
Henderson, NV 89009  
ATTN: Ned Madonia

03/01/2011

Mr. Madonia,

We are writing this letter to officially request a Loan Modification on our existing redevelopment loan with the City of Henderson.

**Reference**

ID # 8001  
Parcel Number 179-08-515-013  
Balance of \$3,011.08  
Customers; Joe R. and Naomi L. Guerra.  
Address; 239 Fullerton Ave.  
Henderson, NV 89015

We understand and acknowledge that we are responsible for the full repayment of the loan with the City of Henderson in which we are currently delinquent on. However we would like for the City of Henderson to consider a few circumstances when evaluating this loan modification request.

In November of 2008 my wife Naomi was laid off from her job with Tuscany Golf Course in the food and beverage department. She did not find employment again until April of 2010. She is currently employed with Quest Diagnostics.

During this financial hardship we did everything in our power to maintain a positive debt to income ratio for our family. We made drastic cuts in our family's living expense budget, as well as major changes in our family's life style. Unfortunately, due to the decrease in our house hold income, this ratio could not be maintained and we had no choice but to file Chapter 7 Bankruptcy in the later part of 2010.

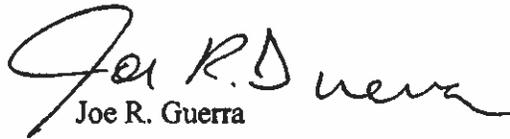
During the time period in which we were filing for bankruptcy, my wife and I were fine with making the payments to the City of Henderson for the redevelopment loan, but we were told by our lawyer, Patterson and Jennings Law Firm, that we could not pick and choose which loans/bills to omit or to include in the bankruptcy.

We were also lead to believe that the Redevelopment Loan with the City of Henderson was discharged once the Chapter 7 Bankruptcy had been granted. We did not realize that it had not been discharged until several months after the completion of the bankruptcy.

Once we were notified of the outstanding balance of \$3,011.08, I contacted the City of Henderson and am now requesting the following Redevelopment Loan Modification:

In no way are we asking for a lower principal or interest rate. All we ask, if possible, is that the late penalty charges be discharged, the original interest rate be maintained and that we may assume the original loan agreement monthly payments.

It would help our family, wife and 5 young boys out quiet a bit. I thank you for your time and consideration.

  
Joe R. Guerra

**NOTE**

LOAN NO.: GUE-12-08-060

JANUARY 22, 2009  
Date

HENDERSON  
City

NEVADA  
State

239 FULLERTON AVE, HENDERSON, NV 89015  
Property Address

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 3,861.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is CITY OF HENDERSON

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

**2. INTEREST**

I will pay interest at a yearly rate of 3.000 %.  
Interest will be charged on unpaid principal until the full amount of principal has been paid.

**3. PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ 69.38  
I will make my payments on the 1st day of each month beginning on MARCH, 2009

I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on FEBRUARY 01, 2014, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at CITY OF HENDERSON, DEPT. OF FINANCE  
240 WATER STREET, PO BOX 95050, HENDERSON, NV 89009-5050 or at a different place if required by the Note Holder.

**4. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment, but not less than U.S. \$ 5.00 and not more than U.S. \$ 3.47. I will pay this late charge only once on any late payment.

**(B) Notice From Note Holder**

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

**(C) Default**

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**5. THIS NOTE SECURED BY A DEED OF TRUST**

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated JANUARY 22, 2009, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

NEVADA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

S.A.B. N.H.A.  
Initials:  
Form 3929

**6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

**7. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

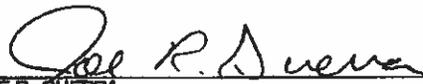
**8. GIVING OF NOTICES**

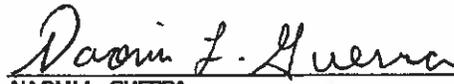
Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

**9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

  
\_\_\_\_\_  
JOE R. GUERRA (Seal)  
-Borrower

  
\_\_\_\_\_  
NAOMI L. GUERRA (Seal)  
-Borrower

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

[Sign Original Only]

20090408-0002122

APN 179-08-515-013

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

**When Recorded Please Mail To:**  
City of Henderson, Neighborhood Services  
240 Water Street, PO Box 95050, MSC 132  
Henderson, NV 89009-5050

(24)

04/08/2009 11:05:03  
T20090120498  
**Requestor:**  
NEIGHBORHOOD SERVICES HENDERSON CITY

Debbie Conway AEA  
Clark County Recorder Pgs: 4

**Please mail tax statement to:**  
Joe R. & Naomi L. Guerra  
239 Fullerton Ave  
Henderson, NV 89015-5254

**DEED OF TRUST**

This **DEED OF TRUST**, made this 29<sup>th</sup> day of January, 2009, between Joe R. & Naomi L. Guerra, herein called **TRUSTOR**, whose address is 239 Fullerton Ave, Henderson Nevada, the **CITY OF HENDERSON REDEVELOPMENT AGENCY**, herein called **TRUSTEE**, and the **CITY OF HENDERSON REDEVELOPMENT AGENCY**, herein named **BENEFICIARY**:

**WITNESSETH**, that Trustor **IRREVOCABLY** grants, transfers and assigns to Trustee in trust with power of sale, that property located in the City of Henderson, Clark County, Nevada, legally described as follows:

LOT TWELVE (12), IN BLOCK ONE (1), OF DESERT SHADOWS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 23 OF PLATS, PAGE 60, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

more commonly known as 239 Fullerton Ave., Henderson, Nevada.

**TOGETHER WITH** all appurtenances in which Trustor has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

Deed of Trust  
239 Fullerton Ave  
APN 179-08-515-013

**TOGETHER WITH** the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the Trustee shall collect the same by any lawful means in the name of the Beneficiary,

**FOR THE PURPOSE OF SECURING** (1) performance of the Loan Agreement executed by Trustor on the 29<sup>th</sup> day of January, 2009, and incorporated by reference herein; and (2) payment of any indebtedness evidenced by and accruing under said Loan Agreement, in the principal sum of THREE THOUSAND EIGHT HUNDRED SIXTY-ONE AND 00/100 DOLLARS (\$3,861.00), executed by Trustor in favor of Beneficiary, or order.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

By the execution of this Deed of Trust that those provisions included in the Loan Agreement executed by Trustor in Loan Number GUE-12-08-060 are each hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the Trustor or his successors will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

.....

Deed of Trust  
239 Fullerton Ave  
APN 179-08-515-013

**THE UNDERSIGNED** Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder, be mailed to the authorized agent at the address herein set forth:

By: Joe R. Guerra  
Joe R. Guerra, Trustor

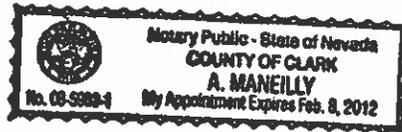
By: Naomi L. Guerra  
Naomi L. Guerra, Trustor

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK        )

On this 29<sup>th</sup> day of January, 2009, before me, A. Maneilly the undersigned Notary Public, personally appeared Joe R. & Naomi L. Guerra, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

A. Maneilly  
NOTARY PUBLIC



.....  
.....  
.....

Deed of Trust  
239 Fullerton Ave  
APN 179-08-515-013

**CITY OF HENDERSON TRUSTEE:**

BY: Mark T. Calhoun  
Mark T. Calhoun, PE  
Asst. City Manager

STATE OF NEVADA)  
COUNTY OF CLARK)  
This instrument was acknowledged  
before me on 2-23-09 by  
Mark T. Calhoun as Asst. City  
Manager of the City of Henderson.

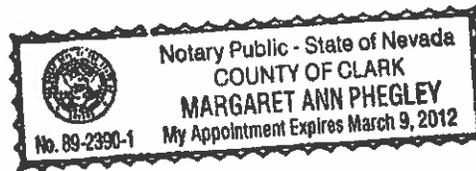


Diane M. Reinard  
Notary Public

**ATTEST:**

BY: Monica M. Simmons  
Monica Martinez Simmons, MMC  
City Clerk

STATE OF NEVADA)  
COUNTY OF CLARK)  
This instrument was acknowledged  
before me on 2-23-09 by  
Monica Martinez Simmons as  
City Clerk of the City of Henderson.



Margaret Ann Phegley  
Notary Public



2141 5th Avenue • San Diego, CA 92101 • 866-645-7711 • Reinstatement Line: 619-645-7711 x3704

### NOTIFICATION OF ELECTION TO MEDIATE

Date: 12/2/2009

T.S. No.: NV-09-323611-BM

Loan No.: 71045306

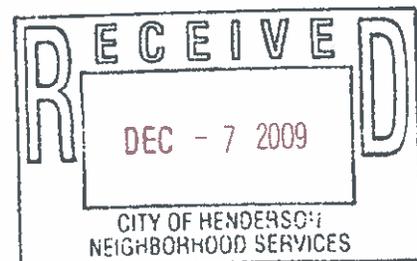
Real Property Address: 239 FULLERTON AVE  
HENDERSON, NV 89015

YOU AND EACH OF YOU please take notice that on 12/2/2009, the grantor or record title holder JOE R GUERRA, NAOMI L GUERRA has elected to enter into mandated mediation pursuant to NRS 107.080 et seq.

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

Rochelle Matkin

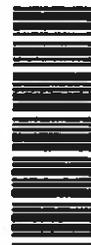
Affiant



**Quality Loan Service Corp.**  
2141 5th Avenue  
San Diego, CA 92101



7103 9628 5941 5044 1403



\*V002\*



NV-09-323611-BM  
CITY OF HENDERSON REDEVELOPMENT AGENCY  
C/O CITY OF HENDERSON, NEIGHBORHOOD SERVICES  
PO BOX 95050, MSC 132  
HENDERSON, NV 89009-5050



5416492

Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101



7103 9628 5943 4898 6695

*11-17-09 SPOKE W NAOMI  
THEY ARE DOING A MTG. MODIFICATION  
AND HAD TO GET BEHIND ON PAYMENT  
TO QUALIFY FOR MODIFICATION.*

*PAYMENTS TO US ARE CURRENT  
NAM*



\*RA05\*



NV-09-323611-BM  
CITY OF HENDERSON REDEVELOPMENT AGENCY  
C/O CITY OF HENDERSON, NEIGHBORHOOD SERVICES  
240 WATER STREET, PO BOX 95050, MSC 132  
HENDERSON, NV 89009-5050

## **Important Notice Regarding Alternatives to Foreclosure**

**THERE ARE ALTERNATIVES TO FORECLOSURE, BUT YOU MUST TAKE  
IMMEDIATE ACTION.**

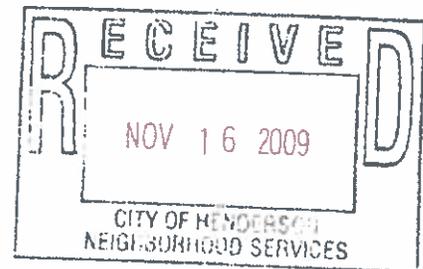
Hay alternativas para llevar acabo la ejecucion de hipoteca (foreclosure). Su prestador esta altamente interesado en discutir las opciones que le podra ayudar evitar la ejecucion de su hipoteca (foreclosure), pero necesita llamar a nuestra oficina inmediatamente para poder ayudarle con cualquier pregunta que tenga al respecto. Por favor llame a Quality Loan Service Corporation, el numero de telefono es 877-886-9757. Tenemos personas que hablan espanol y capacitadas para brindarle ayuda con su prestamo.

Your lender is very interested in discussing options that may help you avoid foreclosure, **BUT YOU MUST TAKE IMMEDIATE ACTION AND CALL TODAY.** Your lender may require certain financial information (attached) and may require access to the property to determine the property's value prior to qualifying you for these programs.

**(continued on reverse)**



5249450



GUE 12.08.060

**Quality Loan Service Corp.**  
**2141 5th Avenue**  
**San Diego, CA 92101**  
**619-645-7711**

Date: 11/9/2009

T.S. Number: NV-09-323611-BM  
Loan Number: 2000189641

### **DEBT VALIDATION NOTICE**

1. The enclosed document relates to a debt owed to:  
**Saxon Mortgage Services, Inc.**
2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of 11/2/2009 the total delinquency owed was **\$8,944.43**, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.
4. As of 11/9/2009, the amount required to pay the entire debt in full was the unpaid principal balance of **\$221,963.45**, plus interest from 6/1/2009, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call **619-645-7711**.
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

**WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION  
WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

**LENDER CONTACT INFORMATION**  
(Pursuant to Nevada Assembly Bill No. 361, Section 1)

**TS No. NV-09-323611-BM**

**Name:** Saxon Mortgage Services, Inc.

**Address:** 4708 Mercantile Drive North

Ft. Worth, TX, 76137

**Telephone No:** (800) 594-8422

Inst #: 200911020004261

Fees: \$67.00

N/C Fee: \$0.00

11/02/2009 03:08:26 PM

Receipt #: 114264

Requestor:

FIDELITY NATIONAL DEFAULT S

Recorded By: DBX Pgs: 4

DEBBIE CONWAY

CLARK COUNTY RECORDER

Assessors Parcel No(s): 179-08-515-013  
Recording requested by:

When recorded mail to:  
Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101  
619-645 7711

Space above this line for recorders use only  
Order # 090763916-NV-LPI

TS # NV-09-323611 BM  
Property Address: 239 FULLERTON AVE  
HENDERSON, NV 89015

**Notice of Breach and Default and of Election to Cause Sale of Real Property Under Deed of Trust**

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corp. is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated 6/8/2006, executed by **JOE R GUERRA AND NAOMI L GUERRA HUSBAND AND WIFE AS JOINT TENANTS**, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR EQUIFIRST CORPORATION A CORPORATION, as beneficiary, recorded 6/19/2006, as Instrument No. 20060619-0001803, in Book xxx, Page xxx of Official Records in the Office of the Recorder of CLARK County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$227,000.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of, and default in, the obligations for which such Deed of Trust: is security has occurred in that payment has not been made of:

The installments of principal and interest which became due on 7/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

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





Post-It and fax transmittal memo 7671 # of pages ▶	
To <u>KEITH DAVIS</u>	From <u>Ned Madonna</u>
Co. <u>AMG</u>	Co. <u>COH</u>
Dept.	Phone # <u>267-2024</u>
Fax # <u>796-8826</u>	Fax #

CITY OF HENDERSON  
240 Water Street  
P. O. Box 95050  
Henderson, NV 89009

## CITY OF HENDERSON NEIGHBORHOOD SERVICES

### LOAN SET-UP FORM

**TO:** Assignment Management Group  
**FROM:** Neighborhood Services

**DATE:** 1-29-09

**APN NUMBER:** 17908515013

**PROJECT NUMBER:** D0801

**FILE NUMBER:** GUE-12-08-060

**CUSTOMER NAME:** JOE GUERRA

**ADDRESS:** 239 FULLERTON

HENDERSON NV 89015

**PHONE #:** 702-565-3732

**LOAN AMOUNT:** \$ 3,861.00

**INTEREST RATE:** 3 % THREE THOUSAND EIGHT HUNDRED SIXTY ONE DOLLARS

**TERM:** 60 Months

**1<sup>ST</sup> PAYMENT DUE:** 3/01/2009

# Transmission Report

Date/Time 01 29 2009 09 40 36 a.m.  
 Local ID 1 7022672001  
 Local ID 2

Transmit Header Text  
 Local Name 1 Line 1  
 Local Name 2 Line 2

This document : Confirmed  
 (reduced sample and details below)  
 Document size : 8.5"x11"



Post-Net™ brand fax transmittal memo 7671		# of pages *	
To: <i>Kathy Davis</i>	From: <i>Ned Madhava</i>		
Cc: <i>AMA</i>	Cc: <i>COH</i>		
Dist:	Phone # <i>267-2024</i>		
Fax # <i>796-8826</i>	Fax #		

TY OF HENDERSON  
 240 Water Street  
 P. O. Box 95050  
 Henderson, NV 89009

## CITY OF HENDERSON NEIGHBORHOOD SERVICES

### LOAN SET-UP FORM

TO: Assignment Management Group  
 FROM: Neighborhood Services

DATE: 1-29-09  
 APN NUMBER: 17908515013  
 PROJECT NUMBER: D0801  
 FILE NUMBER: GUE-12-08-060

CUSTOMER NAME: Joe GUERRA  
 ADDRESS: 239 FULLERTON  
HENDERSON NV 89015  
 PHONE #: 702-565-3732  
 LOAN AMOUNT: \$ 3,861.00

INTEREST RATE: 3 % *THREE THOUSAND EIGHT HUNDRED SIXTY ONE DOLLARS*  
 TERM: 60 Months  
 1<sup>ST</sup> PAYMENT DUE: 3/01/2009

Total Pages Scanned 3

Total Pages Confirmed 3

No	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	312	7968826	09:37:32 a.m. 01-29-2009	00:02:14	3/3	1	EC	HS	CP14400

**Abbreviations**

- |                 |                  |                   |                         |
|-----------------|------------------|-------------------|-------------------------|
| HS Host send    | PL Polled local  | MP: Mailbox print | TU: Terminated by user  |
| HR Host receive | PR Polled remote | CP: Completed     | TS Terminated by system |
| WS Waiting send | MS Mailbox save  | FA: Fail          | G3 Group 3              |
|                 |                  |                   | EC Error Correct        |



# ASSESSMENT MANAGEMENT GROUP

Tuesday, June 14, 2011 | 9:38:00 AM

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Delinquencies & Foreclosures

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Tax Services

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## Parcel Detail Search Results

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**AMG assumes NO liability as to the accuracy of the data produced and published on this website.**

Amounts updated as of 6/13/2011 6:03:51 PM.

Parcel #	District #/AMG ID	Name	Status	Unbilled Principal
17908515013	D0801 / 8001	GUERRA JOE R & NAOMI L	ACTIVE	\$2,066.92

Situs & Legal Description	Original Assessment	***Payoff
239 , FULLERTON , AV DESERT SHADOWS PLAT BOOK 23 PAGE 60 LOT 12 BLOCK 1	\$3,861.00	N/A

### \*THIS PARCEL IS DELINQUENT

	Principal	Interest	*Penalty	Other	Total Due
<b>Current Due</b>	\$719.16	\$96.51	\$330.50	\$0.00	\$1,146.17
<b>**Estimated Next Installment</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Current Due and Payoff Amounts are valid to 7/1/2011.

\* Penalties are added monthly until the Total Due is paid in full.

\*\*Estimated installments are subject to change due to interest credits and/or other adjustments.

\*\*\* Payoff value is valid through the next Due Date, unless the parcel is delinquent. If the parcel is delinquent, contact AMG for a current payoff amount.

Payments must be received or postmarked on or before the payment due date.

Any payment received after the payment due date will be charged a non-prorated monthly penalty of \$40.78

**Mailing Date:** Monthly

**Make Checks Payable to:** CITY OF HENDERSON

**Due Dates:** 1st of each month

**Mail Payments to:** CITY OF HENDERSON  
240 WATER ST  
MSC - 111, HENDERSON NV  
89015

**Final Payment:** N/A

#### IMPORTANT NOTICE

Any property closing escrow 15 days (60 to 90 days for Reno and Washoe County) prior to the mailing date of the assessment bill or after the mailing date, MUST BE PAID FROM ESCROW. Assessment

[Print Page](#)

Transaction Detail for Parcel #17908515013 from 2/3/2009

Date	Description	Over	Principal	Interest	Ad/Cr	Other	Late	Total
2/3/2009	Installment Charges	\$0.00	\$59.73	\$12.55	\$0.00	\$0.00	\$0.00	\$72.28
2/25/2009	Payment Received - X Joe Guerra	\$0.00	(\$59.73)	(\$12.55)	\$0.00	\$0.00	\$0.00	(\$72.28)
3/4/2009	Installment Charges	\$0.00	\$59.88	\$9.50	\$0.00	\$0.00	\$0.00	\$69.38
3/24/2009	Payment Received - X J Guerra	\$0.00	(\$59.88)	(\$9.50)	\$0.00	\$0.00	\$0.00	(\$69.38)
4/6/2009	Installment Charges	\$0.00	\$60.03	\$9.35	\$0.00	\$0.00	\$0.00	\$69.38
4/23/2009	Payment Received - X J. Guerra	\$0.00	(\$60.03)	(\$9.35)	\$0.00	\$0.00	\$0.00	(\$69.38)
5/7/2009	Installment Charges	\$0.00	\$60.18	\$9.20	\$0.00	\$0.00	\$0.00	\$69.38
6/2/2009	Payment Received - X	\$0.00	(\$60.18)	(\$9.20)	\$0.00	\$0.00	\$0.00	(\$69.38)
6/8/2009	Installment Charges	\$0.00	\$60.33	\$9.05	\$0.00	\$0.00	\$0.00	\$69.38
7/2/2009	Payment Received - X	\$0.00	(\$60.33)	(\$9.05)	\$0.00	\$0.00	\$0.00	(\$69.38)
7/6/2009	Installment Charges	\$0.00	\$60.48	\$8.90	\$0.00	\$0.00	\$0.00	\$69.38
8/4/2009	Payment Received - X	\$0.00	(\$60.48)	(\$8.90)	\$0.00	\$0.00	\$0.00	(\$69.38)
8/6/2009	Installment Charges	\$0.00	\$60.63	\$8.75	\$0.00	\$0.00	\$0.00	\$69.38
9/9/2009	Payment Received - X	\$0.00	(\$60.63)	(\$8.75)	\$0.00	\$0.00	\$0.00	(\$69.38)
9/11/2009	Installment Charges	\$0.00	\$60.78	\$8.60	\$0.00	\$0.00	\$0.00	\$69.38
10/9/2009	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.47	\$3.47
10/9/2009	Installment Charges	\$0.00	\$60.93	\$8.45	\$0.00	\$0.00	\$0.00	\$69.38
10/14/2009	Payment Received - X	\$0.00	(\$69.38)	\$0.00	\$0.00	\$0.00	\$0.00	(\$69.38)
10/15/2009	Acct Adjustment - LPA AutoWaiver	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$3.47)	(\$3.47)
11/10/2009	Installment Charges	\$0.00	\$61.08	\$8.30	\$0.00	\$0.00	\$0.00	\$69.38
11/10/2009	Payment Received - X	\$0.00	(\$52.33)	(\$17.05)	\$0.00	\$0.00	\$0.00	(\$69.38)
12/1/2009	Payment Received - X	\$0.00	(\$61.08)	(\$8.30)	\$0.00	\$0.00	\$0.00	(\$69.38)
12/8/2009	Installment Charges	\$0.00	\$61.24	\$8.14	\$0.00	\$0.00	\$0.00	\$69.38
12/29/2009	Payment Received - X Guerra	\$0.00	(\$61.24)	(\$8.14)	\$0.00	\$0.00	\$0.00	(\$69.38)
1/11/2010	Installment Charges	\$0.00	\$61.39	\$7.99	\$0.00	\$0.00	\$0.00	\$69.38
1/25/2010	Payment Received - X	\$0.00	(\$61.39)	(\$7.99)	\$0.00	\$0.00	\$0.00	(\$69.38)
2/9/2010	Installment Charges	\$0.00	\$61.54	\$7.84	\$0.00	\$0.00	\$0.00	\$69.38
3/4/2010	Payment Received - X	\$0.00	(\$61.54)	(\$7.84)	\$0.00	\$0.00	\$0.00	(\$69.38)
3/9/2010	Installment Charges	\$0.00	\$61.70	\$7.68	\$0.00	\$0.00	\$0.00	\$69.38
3/29/2010	Payment Received - X	\$0.00	(\$61.70)	(\$7.68)	\$0.00	\$0.00	\$0.00	(\$69.38)
4/7/2010	Installment Charges	\$0.00	\$61.85	\$7.53	\$0.00	\$0.00	\$0.00	\$69.38
5/6/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.47	\$3.47
5/6/2010	Installment Charges	\$0.00	\$62.01	\$7.37	\$0.00	\$0.00	\$0.00	\$69.38
6/8/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.94	\$6.94
6/8/2010	Installment Charges	\$0.00	\$62.16	\$7.22	\$0.00	\$0.00	\$0.00	\$69.38
7/8/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.41	\$10.41
7/8/2010	Installment Charges	\$0.00	\$62.32	\$7.06	\$0.00	\$0.00	\$0.00	\$69.38
8/9/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.88	\$13.88
8/9/2010	Installment Charges	\$0.00	\$62.47	\$6.91	\$0.00	\$0.00	\$0.00	\$69.38
9/9/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.35	\$17.35
9/9/2010	Installment Charges	\$0.00	\$62.63	\$6.75	\$0.00	\$0.00	\$0.00	\$69.38
10/7/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.81	\$20.81
10/7/2010	Installment Charges	\$0.00	\$62.79	\$6.59	\$0.00	\$0.00	\$0.00	\$69.38
11/10/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.28	\$24.28
11/10/2010	Installment Charges	\$0.00	\$62.94	\$6.44	\$0.00	\$0.00	\$0.00	\$69.38
12/8/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.75	\$27.75
12/8/2010	Installment Charges	\$0.00	\$63.10	\$6.28	\$0.00	\$0.00	\$0.00	\$69.38
1/11/2011	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.22	\$31.22





## REDEVELOPMENT AGENCY LOAN COMMITTEE AGENDA ITEM

SPECIAL MEETING

JULY 11, 2011

LC-003

<b>SUBJECT</b>	REQUEST FOR A HOMEOWNERS ASSISTANCE PROGRAM LOAN MODIFICATION FOR 455 NATIONAL STREET (BECKY J. SWARTZBAUGH (DAFFER))
<b>PETITIONER</b>	Economic Development/Redevelopment Division of the City Manager's Office
<b>RECOMMENDATION</b>	Recommend Approval

**Swartzbaugh HAP Modification Staff Summary**  
**Loan Committee Meeting**  
**July 11, 2011**  
**4:00 pm Council Chambers Conference Room**

Property Address: 455 National Street  
Applicant: Becky J. Swartzbaugh (Daffer)  
Proposed Used: N/A  
Redevelopment Area: Downtown  
City Zoning: Residential with Redevelopment Overlay  
Design Review Required: N/A  
Sign Permit Required: N/A

The Loan Committee has the authority to restructure outstanding loans provided:

1. The principal amount owed at the time is not reduced;
2. Deferral of any payments cannot exceed six months;
3. The term is not being extended more than an additional 5 years and
4. The interest rate approved is not lower than two points above like Treasury.

Summary

The loan borrower (Ms. Swartzbaugh) received a Homeowners' Assistance Program loan from the City of Henderson in March 2009 for \$42,006.60. The original terms of the loan were 8 years at 3% interest with payments of \$489.62/month. The borrower made payments some type of payment. The borrower lost her job in January 2011 and also went through a divorce leaving her as the sole "bread winner" for herself and four children.

The borrower submitted a formal request for loan modification on April 4, 2011 (attached). Due to the fact that the program was in the process of being assigned from the City to the Agency, staff was unable to take action.

Staff is recommending that the principal and interest on the loan remain intact, but the payments be re-amortized on the outstanding loan balance of \$33,446.01 for an additional five years from the end of the original loan term with two options:

- |   |                              |
|---|------------------------------|
| 1. Fully amortize the loan with payments of | \$301.50/month               |
| 2. Short-Term reduction of payment          | \$250/month for 1 year       |
| Payments increase to                        | \$308 for the remaining life |

Staff has spoken with the borrower and she stated that the additional help in the short term would be very helpful, but can manage the higher payment of \$301.50 at this time. Due to the unusual economic situation of the borrower, the borrower is requesting that the accrued \$2,637.80 in penalties and interest be waived.

Since Ms. Swartzbaugh (Daffer) continues to make payments on the account, the amortization schedules may need to be adjusted upon approval by the Loan Committee with the appropriate option chosen. All required amended documents would need to be

drafted by the City Attorney's Office and executed to reflect the option approved and the current balance due at time of signing the documents.

Please note:

1. The principal amount is not being reduced.
2. Payments are not being deferred.
3. The term is not being extended beyond 5 additional years.
4. The interest rate is the original rate.



# Memorandum

**ECONOMIC DEVELOPMENT/  
REDEVELOPMENT**

Bob Cooper, Manager

702-267-1515

fax 702-267-1503

TO: Christine Guerci-Nyhus, Acting City Attorney

FROM: Lisa Sich, Special Projects Accountant

DATE: June 14, 2011

SUBJECT: HAP Loan Program – Swartzbaugh (Daffer)

**Background:**

On February 29, 2009, Becky and Daniel Swartzbaugh of 455 National Street, requested a Homeowners' Assistance Loan.

There were two proposals received from Hanna Co. and Ruiters Construction. Hanna Co., the low bidder, was selected with the following scope of work:

1. Roofing – remove existing and install new shingles
2. Windows – install low-E patio slider and existing windows
3. Wall/Roof Insulation – install cellulose insulation
4. Electrical – rewire home to code, install new main panel, ceiling fan
5. Drywall – install drywall
6. Mechanical System – new duct system and return
7. Kitchen Cabinets/Counter Tops – install new
8. Flooring – carpet and pad in all bedrooms, tile in bathroom, etc.
9. Plumbing – two new toilets

Project total	\$46,674.00
Administrator's Break Down:	
Grant	.00
Owners' Equity	\$ 4,667.40
Loan Amount	\$42,006.60

Change orders were processed:

May 21, 2009	#1	
Eliminate Kitchen Cabinets		\$ (4,320.00)
Eliminate Kitchen Counter Tops		\$ (1,060.00)
Eliminate Carpet		\$ (2,438.00)
Eliminate Tile		\$ (4,030.00)
	Total C/O #1	\$(11,848.00)

(Change order is signed by all parties: Swartzbaugh, Hanna, Ned Madonia and Doug Kuntz.)

June 10, 2009	#2	
Upgrade of sinks and faucets in bathrooms		\$ 425.00

(A note in the file states: Via phone msg on 6-10-10 Hanna Co paid by check – directly to Hanna Co.)

Documented payment requests in the file are:

05/06/09	Hanna	\$ 4,974.15
05/11/09	Hanna	\$ 4,917.00
04/15/09	Hanna	\$11,543.85
06/30/09	Hanna	\$ 5,985.42
07/16/09	Adorn Cabinetry	\$ 3,400.31
05/04/09	Budget Flooring	\$ 6,978.00
08/17/09	Hanna	\$ 8,856.50
	Total	\$46,655.23

A balance is indicated in the file of \$18.77 with a note dated 08/26/09 stating, “Check and update AMG.” It appears that the note should be reduced by \$18.77 or a check written in that amount to the Swartzbaugh’s should be remitted.

A copy of a check from the Swartzbaughs is in the file:

Ck#1690      03/16/09      \$4,667.40

(A check for the application fees was not found in the file.)

A Note was executed on March 19, 2009 in the amount of \$42,006.60 with 3% interest, payments beginning on May 1, 2009 and maturing on April 1, 2017.

A Deed of Trust was executed on March 25, 2009 and recorded on April 23, 2009 (instrument #20090423-0002395) in the amount of \$42,006.60.

Also recorded on August 4, 2009, is a Request for Notice of Default (#200908040000782).

An AMG Loan Set-Up form and fax receipt is in the file dated August 31, 2009 setting up the loan for \$42,006.60, interest rate of 3% and term of 60 months with first payment to begin on October 1, 2009. Another AMG Loan Set-up Form and fax receipt is in the file indicating “Modification” dated September 23, 2009 with a loan for \$42,006.60, interest rate of 3%, term of 96 months, with first payment beginning October 1, 2009.

**Issues:**

1. The loan administrator issued a note for 96 months outside of his authority. The program requires these notes to be issued up to 60 months (or five years).
2. A refund should be issued to the Swartzbaugh’s in the amount of \$18.77.
3. A letter was received in Neighborhood Services on April 4, 2011 requesting a loan modification. The request is to waive all late penalties and interest.

**Recommendation:**

1. Staff has prepared a Loan Committee agenda item with two options.

2. Option 1 would be to re-amortize the loan on the outstanding principal balance of \$33,851.00 with payments to begin on July 1, 2011 and extend the loan through April 1, 2022. Payment amount would be approximately \$301.50.
3. Option 2 would offer more temporary relief by re-amortizing the loan on the outstanding principal balance of \$33,851.00 with payments to begin on July 1, 2011 of \$250/month and then increase to approximately \$308 on July 12, 2012 through April 1, 2022. This would allow one year of extraordinary relief.
4. Ms. Swartzbaugh (Daffer) continues to pay on her loan, so the outstanding loan balance would need to be reviewed at the time of Loan Committee approval for final revised amortization schedule and any amendment documentation.
5. All penalties and interest to date be waived – this can be approved by the RDA Manager provided the June RDA Agenda item is approved.

Please review and advise.

Swartzbaugh (Daffer), Becky  
 455 National Street  
 Henderson, NV 89015  
 Original Rate: 3.00%  
 Term: 8 Years  
 1st Payment Due: July 1, 2011  
 Payment Due on the First of Each Month

Project: D0800  
 OPTION 1

Original loan was with NHS on 3/19/09 for \$42,006.60.  
 Due to unemployment and divorce, the client is struggling  
 to make payments and requested a loan modification on  
 4/4/11. Staff recommended that the principal balance due  
 \$33,851 be re-amortized and the term extended.

Payment #	Date	Rate	Loan Amt	P&I Payment	Principal	Interest	Extra Prin	Payment Date	Payment Amount	New Balance
	May 11	3.000%	33,851.00	-	-	-	-			33,446.01
	Jun 11	3.00%		-	-	-	-			33,446.01
1	Jul 11	3.00%		301.50	217.88	83.62	-			33,228.13
2	Aug 11	3.00%		301.50	218.43	83.07	-			33,009.70
3	Sept 11	3.00%		301.50	218.98	82.52	-			32,790.72
4	Oct 11	3.00%		301.50	219.52	81.98	-			32,571.20
5	Nov 11	3.00%		301.50	220.07	81.43	-			32,351.12
6	Dec 11	3.00%		301.50	220.62	80.88	-			32,130.50
7	Jan 12	3.00%		301.50	221.17	80.33	-			31,909.33
8	Feb 12	3.00%		301.50	221.72	79.78	-			31,688.15
9	Mar 12	3.00%		301.50	222.28	79.22	-			31,466.88
10	Apr 12	3.00%		301.50	222.84	78.66	-			31,244.04
11	May 12	3.00%		301.50	223.39	78.11	-			31,019.65
12	Jun 12	3.00%		301.50	223.95	77.55	-			30,796.25
13	Jul 12	3.00%		301.50	224.51	76.99	-			30,572.30
14	Aug 12	3.00%		301.50	225.07	76.43	-			30,347.79
15	Sept 12	3.00%		301.50	225.63	75.87	-			30,122.73
16	Oct 12	3.00%		301.50	226.19	75.31	-			29,897.09
17	Nov 12	3.00%		301.50	226.76	74.74	-			29,670.34
18	Dec 12	3.00%		301.50	227.32	74.18	-			29,443.01
19	Jan 13	3.00%		301.50	227.89	73.61	-			29,215.12
20	Feb 13	3.00%		301.50	228.46	73.04	-			28,986.66
21	Mar 13	3.00%		301.50	229.03	72.47	-			28,757.63
22	Apr 13	3.00%		301.50	229.61	71.89	-			28,528.02
23	May 13	3.00%		301.50	230.18	71.32	-			28,297.84
24	Jun 13	3.00%		301.50	230.76	70.74	-			28,067.08
25	Jul 13	3.00%		301.50	231.33	70.17	-			27,835.75
26	Aug 13	3.00%		301.50	231.91	69.59	-			27,603.84
27	Sept 13	3.00%		301.50	232.49	69.01	-			27,371.35
28	Oct 13	3.00%		301.50	233.07	68.43	-			27,138.28
29	Nov 13	3.00%		301.50	233.65	67.85	-			26,904.63
30	Dec 13	3.00%		301.50	234.24	67.26	-			26,670.39
31	Jan 14	3.00%		301.50	234.82	66.68	-			26,435.56
32	Feb 14	3.00%		301.50	235.41	66.09	-			26,200.15
33	Mar 14	3.00%		301.50	236.00	65.50	-			25,964.15
34	Apr 14	3.00%		301.50	236.59	64.91	-			25,727.56
35	May 14	3.00%		301.50	237.18	64.32	-			25,490.38
36	Jun 14	3.00%		301.50	237.77	63.73	-			25,252.61
37	Jul 14	3.00%		301.50	238.37	63.13	-			25,014.24
38	Aug 14	3.00%		301.50	238.96	62.54	-			24,775.27
39	Sept 14	3.00%		301.50	239.56	61.94	-			24,535.71
40	Oct 14	3.00%		301.50	240.16	61.34	-			24,295.55
41	Nov 14	3.00%		301.50	240.76	60.74	-			24,054.79
42	Dec 14	3.00%		301.50	241.36	60.14	-			23,813.43
43	Jan 15	3.00%		301.50	241.97	59.53	-			23,571.46
44	Feb 15	3.00%		301.50	242.57	58.93	-			23,328.89
45	Mar 15	3.00%		301.50	243.18	58.32	-			23,085.71
46	Apr 15	3.00%		301.50	243.79	57.71	-			22,841.93
47	May 15	3.00%		301.50	244.40	57.10	-			22,597.53
48	Jun 15	3.00%		301.50	245.01	56.49	-			22,352.52
49	Jul 15	3.00%		301.50	245.62	55.88	-			22,106.91
50	Aug 15	3.00%		301.50	246.23	55.27	-			21,860.67
51	Sept 15	3.00%		301.50	246.85	54.65	-			21,613.83
52	Oct 15	3.00%		301.50	247.47	54.03	-			21,366.36
53	Nov 15	3.00%		301.50	248.08	53.42	-			21,118.28
54	Dec 15	3.00%		301.50	248.70	52.80	-			20,869.57
55	Jan 16	3.00%		301.50	249.33	52.17	-			20,620.25

56	Feb 16	3.00%		301.50	249.95	51.55	-		20,370.30
57	Mar 16	3.00%		301.50	250.57	50.93	-		20,119.72
58	Apr 16	3.00%		301.50	251.20	50.30	-		19,868.52
59	May 16	3.00%		301.50	251.83	49.67	-		19,616.69
60	Jun 16	3.00%		301.50	252.46	49.04	-		19,364.23
61	Jul 16	3.00%		301.50	253.09	48.41	-		19,111.14
62	Aug 16	3.00%		301.50	253.72	47.78	-		18,857.42
63	Sept 16	3.00%		301.50	254.36	47.14	-		18,603.07
64	Oct 16	3.00%		301.50	254.99	46.51	-		18,348.07
65	Nov 16	3.00%		301.50	255.63	45.87	-		18,092.44
66	Dec 16	3.00%		301.50	256.27	45.23	-		17,836.17
67	Jan 17	3.00%		301.50	256.91	44.59	-		17,579.27
68	Feb 17	3.00%		301.50	257.55	43.95	-		17,321.71
69	Mar 17	3.00%		301.50	258.20	43.30	-		17,063.52
70	Apr 17	3.00%		301.50	258.84	42.66	-		16,804.68
71	May 17	3.00%		301.50	259.49	42.01	-		16,545.19
72	Jun 17	3.00%		301.50	260.14	41.36	-		16,285.05
73	Jul 17	3.00%		301.50	260.79	40.71	-		16,024.26
74	Aug 17	3.00%		301.50	261.44	40.06	-		15,762.82
75	Sept 17	3.00%		301.50	262.09	39.41	-		15,500.73
76	Oct 17	3.00%		301.50	262.75	38.75	-		15,237.98
77	Nov 17	3.00%		301.50	263.41	38.09	-		14,974.58
78	Dec 17	3.00%		301.50	264.06	37.44	-		14,710.51
79	Jan 18	3.00%		301.50	264.72	36.78	-		14,445.79
80	Feb 18	3.00%		301.50	265.39	36.11	-		14,180.41
81	Mar 18	3.00%		301.50	266.05	35.45	-		13,914.36
82	Apr 18	3.00%		301.50	266.71	34.79	-		13,647.64
83	May 18	3.00%		301.50	267.38	34.12	-		13,380.26
84	Jun 18	3.00%		301.50	268.05	33.45	-		13,112.21
85	Jul 18	3.00%		301.50	268.72	32.78	-		12,843.49
86	Aug 18	3.00%		301.50	269.39	32.11	-		12,574.10
87	Sept 18	3.00%		301.50	270.06	31.44	-		12,304.04
88	Oct 18	3.00%		301.50	270.74	30.76	-		12,033.30
89	Nov 18	3.00%		301.50	271.42	30.08	-		11,761.88
90	Dec 18	3.00%		301.50	272.10	29.40	-		11,489.78
91	Jan 19	3.00%		301.50	272.78	28.72	-		11,217.01
92	Feb 19	3.00%		301.50	273.46	28.04	-		10,943.55
93	Mar 19	3.00%		301.50	274.14	27.36	-		10,669.41
94	Apr 19	3.00%		301.50	274.83	26.67	-		10,394.58
95	May 19	3.00%		301.50	275.51	25.99	-		10,119.07
96	Jun 19	3.00%		301.50	276.20	25.30	-		9,842.87
97	Jul 19	3.00%		301.50	276.89	24.61	-		9,565.98
98	Aug 19	3.00%		301.50	277.59	23.91	-		9,288.39
99	Sept 19	3.00%		301.50	278.28	23.22	-		9,010.11
100	Oct 19	3.00%		301.50	278.97	22.53	-		8,731.14
101	Nov 19	3.00%		301.50	279.67	21.83	-		8,451.46
102	Dec 19	3.00%		301.50	280.37	21.13	-		8,171.09
103	Jan 20	3.00%		301.50	281.07	20.43	-		7,890.02
104	Feb 20	3.00%		301.50	281.77	19.73	-		7,608.25
105	Mar 20	3.00%		301.50	282.48	19.02	-		7,325.77
106	Apr 20	3.00%		301.50	283.19	18.31	-		7,042.58
107	May 20	3.00%		301.50	283.89	17.61	-		6,758.69
108	Jun 20	3.00%		301.50	284.60	16.90	-		6,474.08
109	Jul 20	3.00%		301.50	285.31	16.19	-		6,188.77
110	Aug 20	3.00%		301.50	286.03	15.47	-		5,902.74
111	Sept 20	3.00%		301.50	286.74	14.76	-		5,616.00
112	Oct 20	3.00%		301.50	287.46	14.04	-		5,328.54
113	Nov 20	3.00%		301.50	288.18	13.32	-		5,040.38
114	Dec 20	3.00%		301.50	288.90	12.60	-		4,751.46
115	Jan 21	3.00%		301.50	289.62	11.88	-		4,461.84
116	Feb 21	3.00%		301.50	290.35	11.15	-		4,171.49
117	Mar 21	3.00%		301.50	291.07	10.43	-		3,880.42
118	Apr 21	3.00%		301.50	291.80	9.70	-		3,588.62
119	May 21	3.00%		301.50	292.53	8.97	-		3,296.09
120	Jun 21	3.00%		301.50	293.26	8.24	-		3,002.84
121	Jul 21	3.00%		301.50	293.99	7.51	-		2,708.84
122	Aug 21	3.00%		301.50	294.73	6.77	-		2,414.11



City of Henderson Redevelopment Agency

Swartzbaugh (Daffer), Becky  
 455 National Street  
 Henderson, NV 89015  
 Original Rate: 3.00%  
 Term: 8 Years  
 1st Payment Due: July 1, 2011  
 Payment Due on the First of Each Month

Project: D0800  
 OPTION 2

Original loan was with NHS on 3/19/09 for \$42,006.60.  
 Due to unemployment and divorce, the client is struggling  
 to make payments and requested a loan modification on  
 4/4/11. Staff recommended that the principal balance due  
 \$33,851 be re-amortized and the term extended.

Payment #	Date	Rate	Loan Amt	P&I Payment	Principal	Interest	Extra Prin	Payment Date	Payment Amount	New Balance
	May 11	3.000%	33,851.00	-	-	-	-			33,446.01
	Jun 11	3.00%		-	-	-	-			33,446.01
1	Jul 11	3.00%		250.00	166.38	83.62	-			33,279.63
2	Aug 11	3.00%		250.00	166.80	83.20	-			33,112.82
3	Sept 11	3.00%		250.00	167.22	82.78	-			32,945.61
4	Oct 11	3.00%		250.00	167.64	82.36	-			32,777.97
5	Nov 11	3.00%		250.00	168.06	81.94	-			32,609.92
6	Dec 11	3.00%		250.00	168.48	81.52	-			32,441.44
7	Jan 12	3.00%		250.00	168.90	81.10	-			32,272.54
8	Feb 12	3.00%		250.00	168.90	81.10	-			32,103.65
9	Mar 12	3.00%		250.00	169.74	80.26	-			31,933.91
10	Apr 12	3.00%		250.00	170.17	79.83	-			31,763.74
11	May 12	3.00%		250.00	170.59	79.41	-			31,593.15
12	Jun 12	3.00%		250.00	170.59	79.41	-			31,422.56
13	Jul 12	3.00%		307.80	228.82	78.98	-			31,193.74
14	Aug 12	3.00%		307.80	229.24	78.56	-			30,964.50
15	Sept 12	3.00%		307.80	229.82	77.98	-			30,734.68
16	Oct 12	3.00%		307.80	230.39	77.41	-			30,504.29
17	Nov 12	3.00%		307.80	231.54	76.26	-			30,272.76
18	Dec 12	3.00%		307.80	232.12	75.68	-			30,040.64
19	Jan 13	3.00%		307.80	232.70	75.10	-			29,807.94
20	Feb 13	3.00%		307.80	233.28	74.52	-			29,574.66
21	Mar 13	3.00%		307.80	233.86	73.94	-			29,340.80
22	Apr 13	3.00%		307.80	234.45	73.35	-			29,106.35
23	May 13	3.00%		307.80	235.03	72.77	-			28,871.31
24	Jun 13	3.00%		307.80	235.62	72.18	-			28,635.69
25	Jul 13	3.00%		307.80	236.21	71.59	-			28,399.48
26	Aug 13	3.00%		307.80	236.80	71.00	-			28,162.68
27	Sept 13	3.00%		307.80	237.39	70.41	-			27,925.29
28	Oct 13	3.00%		307.80	237.99	69.81	-			27,687.30
29	Nov 13	3.00%		307.80	238.58	69.22	-			27,448.72
30	Dec 13	3.00%		307.80	239.18	68.62	-			27,209.54
31	Jan 14	3.00%		307.80	239.78	68.02	-			26,969.76
32	Feb 14	3.00%		307.80	240.38	67.42	-			26,729.39
33	Mar 14	3.00%		307.80	240.98	66.82	-			26,488.41
34	Apr 14	3.00%		307.80	241.58	66.22	-			26,246.83
35	May 14	3.00%		307.80	242.18	65.62	-			26,004.65
36	Jun 14	3.00%		307.80	242.79	65.01	-			25,761.86
37	Jul 14	3.00%		307.80	243.40	64.40	-			25,518.47
38	Aug 14	3.00%		307.80	244.00	63.80	-			25,274.46
39	Sept 14	3.00%		307.80	244.61	63.19	-			25,029.85
40	Oct 14	3.00%		307.80	245.23	62.57	-			24,784.62
41	Nov 14	3.00%		307.80	245.84	61.96	-			24,538.78
42	Dec 14	3.00%		307.80	246.45	61.35	-			24,292.33
43	Jan 15	3.00%		307.80	247.07	60.73	-			24,045.26
44	Feb 15	3.00%		307.80	247.69	60.11	-			23,797.57
45	Mar 15	3.00%		307.80	248.31	59.49	-			23,549.27
46	Apr 15	3.00%		307.80	248.93	58.87	-			23,300.34
47	May 15	3.00%		307.80	249.55	58.25	-			23,050.79
48	Jun 15	3.00%		307.80	250.17	57.63	-			22,800.62
49	Jul 15	3.00%		307.80	250.80	57.00	-			22,549.82
50	Aug 15	3.00%		307.80	251.43	56.37	-			22,298.40

City of Henderson Redevelopment Agency

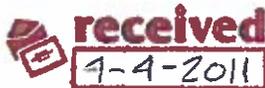
51	Sept 15	3.00%		307.80	252.05	55.75	-		22,046.34
52	Oct 15	3.00%		307.80	252.68	55.12	-		21,793.66
53	Nov 15	3.00%		307.80	253.32	54.48	-		21,540.34
54	Dec 15	3.00%		307.80	253.95	53.85	-		21,286.39
55	Jan 16	3.00%		307.80	254.58	53.22	-		21,031.81
56	Feb 16	3.00%		307.80	255.22	52.58	-		20,776.59
57	Mar 16	3.00%		307.80	255.86	51.94	-		20,520.73
58	Apr 16	3.00%		307.80	256.50	51.30	-		20,264.23
59	May 16	3.00%		307.80	257.14	50.66	-		20,007.09
60	Jun 16	3.00%		307.80	257.78	50.02	-		19,749.31
61	Jul 16	3.00%		307.80	258.43	49.37	-		19,490.88
62	Aug 16	3.00%		307.80	259.07	48.73	-		19,231.81
63	Sept 16	3.00%		307.80	259.72	48.08	-		18,972.09
64	Oct 16	3.00%		307.80	260.37	47.43	-		18,711.72
65	Nov 16	3.00%		307.80	261.02	46.78	-		18,450.70
66	Dec 16	3.00%		307.80	261.67	46.13	-		18,189.03
67	Jan 17	3.00%		307.80	262.33	45.47	-		17,926.70
68	Feb 17	3.00%		307.80	262.98	44.82	-		17,663.72
69	Mar 17	3.00%		307.80	263.64	44.16	-		17,400.07
70	Apr 17	3.00%		307.80	264.30	43.50	-		17,135.77
71	May 17	3.00%		307.80	264.96	42.84	-		16,870.81
72	Jun 17	3.00%		307.80	265.62	42.18	-		16,605.19
73	Jul 17	3.00%		307.80	266.29	41.51	-		16,338.90
74	Aug 17	3.00%		307.80	266.95	40.85	-		16,071.95
75	Sept 17	3.00%		307.80	267.62	40.18	-		15,804.33
76	Oct 17	3.00%		307.80	268.29	39.51	-		15,536.04
77	Nov 17	3.00%		307.80	268.96	38.84	-		15,267.08
78	Dec 17	3.00%		307.80	269.63	38.17	-		14,997.45
79	Jan 18	3.00%		307.80	270.31	37.49	-		14,727.14
80	Feb 18	3.00%		307.80	270.98	36.82	-		14,456.16
81	Mar 18	3.00%		307.80	271.66	36.14	-		14,184.50
82	Apr 18	3.00%		307.80	272.34	35.46	-		13,912.16
83	May 18	3.00%		307.80	273.02	34.78	-		13,639.14
84	Jun 18	3.00%		307.80	273.70	34.10	-		13,365.44
85	Jul 18	3.00%		307.80	274.39	33.41	-		13,091.06
86	Aug 18	3.00%		307.80	275.07	32.73	-		12,815.98
87	Sept 18	3.00%		307.80	275.76	32.04	-		12,540.22
88	Oct 18	3.00%		307.80	276.45	31.35	-		12,263.77
89	Nov 18	3.00%		307.80	277.14	30.66	-		11,986.63
90	Dec 18	3.00%		307.80	277.83	29.97	-		11,708.80
91	Jan 19	3.00%		307.80	278.53	29.27	-		11,430.27
92	Feb 19	3.00%		307.80	279.22	28.58	-		11,151.05
93	Mar 19	3.00%		307.80	279.92	27.88	-		10,871.12
94	Apr 19	3.00%		307.80	280.62	27.18	-		10,590.50
95	May 19	3.00%		307.80	281.32	26.48	-		10,309.18
96	Jun 19	3.00%		307.80	282.03	25.77	-		10,027.15
97	Jul 19	3.00%		307.80	282.73	25.07	-		9,744.42
98	Aug 19	3.00%		307.80	283.44	24.36	-		9,460.98
99	Sept 19	3.00%		307.80	284.15	23.65	-		9,176.83
100	Oct 19	3.00%		307.80	284.86	22.94	-		8,891.98
101	Nov 19	3.00%		307.80	285.57	22.23	-		8,606.41
102	Dec 19	3.00%		307.80	286.28	21.52	-		8,320.12
103	Jan 20	3.00%		307.80	287.00	20.80	-		8,033.12
104	Feb 20	3.00%		307.80	287.72	20.08	-		7,745.40
105	Mar 20	3.00%		307.80	288.44	19.36	-		7,456.97
106	Apr 20	3.00%		307.80	289.16	18.64	-		7,167.81
107	May 20	3.00%		307.80	289.88	17.92	-		6,877.93
108	Jun 20	3.00%		307.80	290.61	17.19	-		6,587.32
109	Jul 20	3.00%		307.80	291.33	16.47	-		6,295.99
110	Aug 20	3.00%		307.80	292.06	15.74	-		6,003.93
111	Sept 20	3.00%		307.80	292.79	15.01	-		5,711.14
112	Oct 20	3.00%		307.80	293.52	14.28	-		5,417.62

City of Henderson Redevelopment Agency

113	Nov 20	3.00%		307.80	294.26	13.54	-		5,123.36
114	Dec 20	3.00%		307.80	294.99	12.81	-		4,828.37
115	Jan 21	3.00%		307.80	295.73	12.07	-		4,532.64
116	Feb 21	3.00%		307.80	296.47	11.33	-		4,236.18
117	Mar 21	3.00%		307.80	297.21	10.59	-		3,938.97
118	Apr 21	3.00%		307.80	297.95	9.85	-		3,641.01
119	May 21	3.00%		307.80	298.70	9.10	-		3,342.32
120	Jun 21	3.00%		307.80	299.44	8.36	-		3,042.87
121	Jul 21	3.00%		307.80	300.19	7.61	-		2,742.68
122	Aug 21	3.00%		307.80	300.94	6.86	-		2,441.74
123	Sept 21	3.00%		307.80	301.70	6.10	-		2,140.04
124	Oct 21	3.00%		307.80	302.45	5.35	-		1,837.59
125	Nov 21	3.00%		307.80	303.21	4.59	-		1,534.38
126	Dec 21	3.00%		307.80	303.96	3.84	-		1,230.42
127	Jan 22	3.00%		307.80	304.72	3.08	-		925.70
128	Feb 22	3.00%		307.80	305.49	2.31	-		620.21
129	Mar 22	3.00%		307.80	306.25	1.55	-		313.96
130	Apr 22	3.00%		314.75	313.97	0.78	-		(0.00)
			Totals	33,851.00	17,774.40	13,696.70	4,077.70	-	

HAP

TO WHOM IT MAY CONCERN,



MY NAME IS BECKY J SWARTZBAUGH. I LIVE AT 455 NATIONAL ST HENDERSON NEVADA. I RECENTLY HAD MY HOME REDONE THROUGH YOUR NEIGHBORHOOD SERVICE PROGRAM. HOWEVER AT THIS TIME IM NOT ABLE TO CATCH UP ON THE LATE PAYMENTS AND I AM TRYING VERY HARD TO KEEP PAYING THE PAYMENTS. I LOST MY JOB IN JANURARY OF 2011 AND MY HUSBAND HAS LEFT OUR FAMILY. LEAVING ME WITH FOUR KIDS AND AN EMPTY BANK ACCOUNT. IF THERE ANY WAY POSSIBLE THAT YOU COULD HELP ME .. I AM NOT ABLE TO MAKE ANY OF THE ENDS MEET AT THIS TIME AND DESPERATLY TRYING .. THANKYOU

BECKY J SWARTZBAUGH

A handwritten signature in black ink that reads "Becky J Swartzbaugh". The signature is written in a cursive, flowing style.

**NOTE**

LOAN NO.: SWA-02-09-106

MARCH 19, 2009  
Date

HENDERSON  
City

NEVADA  
State

456 NATIONAL STREET, HENDERSON, NV 89015  
Property Address

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 42,006.60 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is CITY OF HENDERSON

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

**2. INTEREST**

I will pay interest at a yearly rate of 3.000 %.  
Interest will be charged on unpaid principal until the full amount of principal has been paid.

**3. PAYMENTS**

I will pay principal and interest by making payments each month of U.S. \$ 492.72  
I will make my payments on the 1st day of each month beginning on MAY, 2009  
I will make these payments every month until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. If, on APRIL 01, 2017, I still owe amounts under this Note, I will pay all those amounts, in full, on that date.

I will make my monthly payments at CITY OF HENDERSON, DEPT. OF FINANCE  
240 WATER STREET, PO BOX 95050, HENDERSON, NV 89009-5050 or at a different place if required by the Note Holder.

**4. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any of my monthly payments by the end of 11 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment, but not less than U.S. \$ 5.00 and not more than U.S. \$ 24.64. I will pay this late charge only once on any late payment.

**(B) Notice From Note Holder**

If I do not pay the full amount of each monthly payment on time, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or, if it is not mailed, 10 days after the date on which it is delivered to me.

**(C) Default**

If I do not pay the overdue amount by the date stated in the notice described in (B) above, I will be in default. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(D) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back for all of its costs and expenses to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**5. THIS NOTE SECURED BY A DEED OF TRUST**

In addition to the protections given to the Note Holder under this Note, a Deed of Trust, dated MARCH 19, 2009, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Deed of Trust describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note.

NEVADA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

Initials *DS*  
Form 3929

**6. BORROWER'S PAYMENTS BEFORE THEY ARE DUE**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in a letter that I am doing so. A prepayment of all of the unpaid principal is known as a "full prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment."

I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates or changes in the amounts of my monthly payments unless the Note Holder agrees in writing to those delays or changes. I may make a full prepayment at any time. If I choose to make a partial prepayment, the Note Holder may require me to make the prepayment on the same day that one of my monthly payments is due. The Note Holder may also require that the amount of my partial prepayment be equal to the amount of principal that would have been part of my next one or more monthly payments.

**7. BORROWER'S WAIVERS**

I waive my rights to require the Note Holder to do certain things. Those things are: (A) to demand payment of amounts due (known as "presentment"); (B) to give notice that amounts due have not been paid (known as "notice of dishonor"); (C) to obtain an official certification of nonpayment (known as a "protest"). Anyone else who agrees to keep the promises made in this Note, or who agrees to make payments to the Note Holder if I fail to keep my promises under this Note, or who signs this Note to transfer it to someone else also waives these rights. These persons are known as "guarantors, sureties and endorsers."

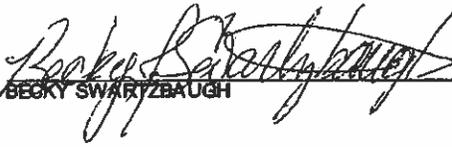
**8. GIVING OF NOTICES**

Any notice that must be given to me under this Note will be given by delivering it or by mailing it by certified mail addressed to me at the Property Address above. A notice will be delivered or mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3 above. A notice will be mailed to the Note Holder at a different address if I am given a notice of that different address.

**9. RESPONSIBILITY OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note. Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note (as described in Section 7 above) is also obligated to keep all of the promises made in this Note.

  
BECKY SWARTZBAUGH

(Seal)  
-Borrower

  
DANIEL SWARTZBAUGH

(Seal)  
Borrower

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

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

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

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

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

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

[Sign Original Only]

20090423-0002395

APN 179-17-411-084

4

When Recorded Please Mail To:  
City of Henderson, Neighborhood Services  
240 Water Street, PO Box 95050, MSC 132  
Henderson, NV 89009-5050

Fee: \$0.00  
N/C Fee: \$0.00  
04/23/2009 11:24:04  
T20090139893

Requestor:  
HENDERSON CITY

Debbie Conway AEA  
Clark County Recorder Pgs: 4

Please mail tax statement to:  
Becky Swartzbaugh  
455 National St  
Henderson, NV 89015

**DEED OF TRUST**

This **DEED OF TRUST**, made this 25<sup>th</sup> day of March, 2009, between Becky Swartzbaugh, herein called **TRUSTOR**, whose address is 455 National Street, Henderson Nevada, the **CITY OF HENDERSON REDEVELOPMENT AGENCY**, herein called **TRUSTEE**, and the **CITY OF HENDERSON REDEVELOPMENT AGENCY**, herein named **BENEFICIARY**:

**WITNESSETH**, that Trustor **IRREVOCABLY** grants, transfers and assigns to Trustee in trust with power of sale, that property located in the City of Henderson, Clark County, Nevada, legally described as follows:

LOT EIGHTY-SIX (86), IN BLOCK SEVEN (7), OF HENDERSON #2 SUB, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 3 OF PLATS, PAGE 65, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA

more commonly known as 455 National St, Henderson, Nevada.

**TOGETHER WITH** all appurtenances in which Trustor has any interests including water rights benefiting said realty, represented by shares of a company or otherwise; and

Deed of Trust  
455 National St  
APN 179-17-411-084

**TOGETHER WITH** the rents, issues and profits thereof, reserving the right to collect and use the same, except during some default hereunder, in which event the Trustee shall collect the same by any lawful means in the name of the Beneficiary,

**FOR THE PURPOSE OF SECURING** (1) performance of the Loan Agreement executed by Trustor on the 25<sup>th</sup> day of March, 2009, and incorporated by reference herein; and (2) payment of any indebtedness evidenced by and accruing under said Loan Agreement, in the principal sum of FORTY-TWO THOUSAND SIX AND 60/100 DOLLARS (\$42,006.60), executed by Trustor in favor of Beneficiary, or order.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

By the execution of this Deed of Trust that those provisions included in the Loan Agreement executed by Trustor in Loan Number SWA-02-09-106 are each hereby incorporated herein by reference and made a part hereof as though fully set forth herein at length; that the Trustor or his successors will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property obligations and parties set forth in this Deed of Trust.

.....

Deed of Trust  
455 National St  
APN 179-17-411-084

**THE UNDERSIGNED** Trustors request that a copy of any Notice of Default and of any Notice of Sale hereunder, be mailed to the authorized agent at the address herein set forth:

By: *Becky Swartzbaugh*  
Becky Swartzbaugh, Trustor

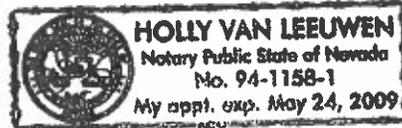
By: \_\_\_\_\_

STATE OF NEVADA            )  
  ) ss.  
COUNTY OF CLARK         )

On this 25<sup>th</sup> day of March, 2009, before me, Holly Van Leeuwen the undersigned Notary Public, personally appeared Becky Swartzbaugh, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

*Holly Van Leeuwen*  
NOTARY PUBLIC



.....  
.....  
.....

Deed of Trust  
455 National St  
APN 179-17-411-084

**CITY OF HENDERSON TRUSTEE:**

BY: *Mark T. Calhoun*  
Mark T. Calhoun, P.E.  
Acting City Manager

STATE OF NEVADA)  
COUNTY OF CLARK)  
This instrument was acknowledged  
before me on 4-8-09 by  
Mark T. Calhoun as Acting City Manager  
of the City of Henderson.

*Diane M. Reinard*  
Notary Public



**ATTEST:**

BY: *Monica Martinez Simmons*  
Monica Martinez Simmons, MMC  
City Clerk

STATE OF NEVADA)  
COUNTY OF CLARK)  
This instrument was acknowledged  
before me on 4-8-09 by  
Monica Martinez Simmons as  
City Clerk of the City of Henderson.

*Margaret Ann Phegley*  
Notary Public



Inst #: 200908040000782  
Fees: \$0.00  
N/C Fee: \$0.00  
08/04/2009 11:08:38 AM  
Receipt #: 1847  
Requestor:  
HENDERSON CITY  
Recorded By: BGN Pgs: 1  
DEBBIE CONWAY  
CLARK COUNTY RECORDER

APN # 179-17-411-084

When recorded return to:  
City of Henderson  
Neighborhood Services, MSC 132  
PO Box 95050  
Henderson, NV 89009-5050

### REQUEST FOR NOTICE OF DEFAULT

The Undersigned does hereby declare that the City of Henderson has an interest in, or lien, or charge upon the real property described in the Deed of Trust previously recorded in the Office of the County Recorder, County of Clark, on the 22<sup>nd</sup> day of February, 2006 Document No. 20060222.01791.

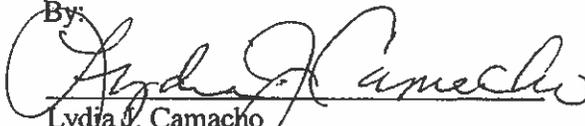
The Deed of Trust is between the following parties:

Beneficiary: Countrywide Home Loans Inc.  
Trustor: Becky J. Daffer (Swartzbaugh)

Notices of Default are to be sent to:

**City of Henderson**  
**Neighborhood Services, MSC 132**  
**PO Box 95050**  
**Henderson, NV 89009-5050**

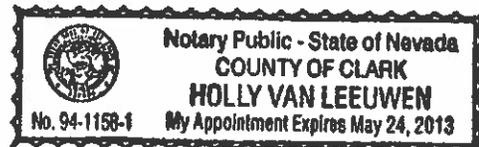
Dated this 30<sup>th</sup> day of July, 2009

By:   
Lydia J. Camacho  
Housing Rehabilitation Specialist

State of Nevada     )  
                                  ) ss  
County of Clark    )

On this 30<sup>th</sup> day of July, 2009, before me, Holly Van Leeuwen, personally appeared Lydia J. Camacho, personally known to me to be the person whose name is subscribed to this instrument, and acknowledged that she executed it.

  
Notary Public





Post-It brand fax transmittal memo 7671 # of pages >	
To <u>KEITH DAVIS</u>	From <u>Ned Madonia</u>
Co. <u>AMG</u>	Co. <u>COH</u>
Dept.	Phone # <u>267-2024</u>
Fax # <u>796-8826</u>	Fax #

CITY OF HENDERSON  
 240 Water Street  
 P. O. Box 95050  
 Henderson, NV 89009

Modification

## CITY OF HENDERSON NEIGHBORHOOD SERVICES

### LOAN SET-UP FORM

TO: Assignment Management Group  
 FROM: Neighborhood Services

DATE: 23 SEPTEMBER 2009

APN NUMBER: 17917411084

PROJECT NUMBER: D0800

FILE NUMBER: SWA-02-09-106

CUSTOMER NAME: BECKY SWARTZBAUGH - DAFFER

ADDRESS: 455 NATIONAL

HENDERSON NV 89015

PHONE #: 586-2710

LOAN AMOUNT: \$ 42,006.<sup>60</sup>

FOURTY TWO THOUSAND SIX DOLLARS  
 AND SIXTY CENTS

INTEREST RATE: 3 %

TERM: 96 Months

1<sup>ST</sup> PAYMENT DUE: OCTOBER 1, 2009

PLEASE Modify THE LOAN TERM ABOVE FROM 60 TO 96 MONTHS  
 P+I PAYMENT APPROX \$492.<sup>72</sup> I WILL HAVE THEM MAKE ~~THIS~~  
 A PAYMENT IN THIS AMOUNT BY 10-1-09 WITH THE  
 BILL THEY HAVE RECEIVED Thank you Ned

CC. TERRI JONES

# Transmission Report

Date/Time  
Local ID 1  
Local ID 2

09-23-2009 02:38:02 p.m.  
702-267-2223

Transmit Header Text  
Local Name 1 City of Henderson Fire Dept  
Local Name 2 Line 2

This document : Confirmed  
(reduced sample and details below)  
Document size : 8.5"x11"



Post-It™ brand fax transmittal memo 7571		Page 1 of 1	
To: <u>KEITH DAVIS</u>	From: <u>Ned Madonna</u>	CC: <u>COH</u>	Phone #: <u>267-2024</u>
Dept: <u>BMA</u>	Fax #: <u>796-8826</u>		

CITY OF HENDERSON  
240 Water Street  
P. O. Box 95050  
Henderson, NV 89009

*Modification*

## CITY OF HENDERSON NEIGHBORHOOD SERVICES LOAN SET-UP FORM

TO: Assignment Management Group  
FROM: Neighborhood Services

DATE: 23 SEPTEMBER 2009

APN NUMBER: 17917411084

PROJECT NUMBER: D0800

FILE NUMBER: SWA-02-09-106

CUSTOMER NAME: BECKY SWARTZBAUGH - DAFFER

ADDRESS: 155 NATIONAL

HENDERSON NV 89015

PHONE #: 586-2710

LOAN AMOUNT: \$ 42,006.<sup>60</sup>  
FOURTY TWO THOUSAND SIX DOLLARS AND SIXTY CENTS

INTEREST RATE: 3 %

TERM: 96 Months

1<sup>ST</sup> PAYMENT DUE: OCTOBER 1, 2009

*PLEASE MODIFY THE LOAN TERM ABOVE FROM 60 TO 96 MONTHS  
PTI PAYMENT APPROX \$492.70 I WILL HAVE THEM MAKE ~~THE~~  
A PAYMENT IN THIS AMOUNT BY 10-1-09 WITH THE  
BILL THEY HAVE RECEIVED THANK YOU Ned  
CC. TARRI LINES*

Total Pages Scanned : 1

Total Pages Confirmed : 1

No.	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	199	+	02:36:53 p.m. 09-23-2009	00:00:38	1/1	1	EC	HS	CP14400

**Abbreviations:**

HS: Host send  
HR: Host receive  
WS: Waiting send

PL: Polled local  
PR: Polled remote  
MS: Mailbox save

MP: Mailbox print  
CP: Completed  
FA: Fail

TU: Terminated by user  
TS: Terminated by system  
RP: Report

G3: Group 3  
EC: Error Correct



Post-It <sup>®</sup> and fax transmittal memo 7671	# of pages > 1
To <u>KEITH DAVIS</u>	From <u>Ned Madonia</u>
Co. <u>AMG</u>	Co. <u>COH</u>
Dept.	Phone # <u>267-2024</u>
Fax # <u>796-8826</u>	Fax #

CITY OF HENDERSON  
240 Water Street  
P. O. Box 95050  
Henderson, NV 89009

## CITY OF HENDERSON NEIGHBORHOOD SERVICES

### LOAN SET-UP FORM

**TO:** Assignment Management Group  
**FROM:** Neighborhood Services

**DATE:** 31 AUGUST 2009

**APN NUMBER:** 17917411084

**PROJECT NUMBER:** D0800

**FILE NUMBER:** SWA-02-09-106

**CUSTOMER NAME:** BECKY & DANIEL SWARTZBAUGH

**ADDRESS:** 455 NATIONAL

HENDERSON NV 89015

**PHONE #:** 586-2710

**LOAN AMOUNT:** \$ 42,006.<sup>60</sup>

FOURTY TWO THOUSAND SIX DOLLARS  
AND SIXTY CENTS

**INTEREST RATE:** 3 %

**TERM:** 60 Months

**1<sup>ST</sup> PAYMENT DUE:** OCTOBER 1, 2009

# Transmission Report

Date/Time 08-31-2009  
 Local ID 1 7022672001  
 Local ID 2

08:31:41 a.m.

Transmit Header Text  
 Local Name 1 Line 1  
 Local Name 2 Line 2

This document : Confirmed  
 (reduced sample and details below)  
 Document size : 8.5"x11"



Post-It™ brand fax transmittal memo 7571		# of pages > 1
To: <u>KEITH DAVIS</u>	From: <u>Ned Madonia</u>	
Co: <u>AMA</u>	Co: <u>COH</u>	
Dept:	Phone # <u>267-2024</u>	
Fax # <u>796-8826</u>	Fax #	

CITY OF HENDERSON  
 240 Water Street  
 P. O. Box 95050  
 Henderson, NV 89009

## CITY OF HENDERSON NEIGHBORHOOD SERVICES LOAN SET-UP FORM

**TO:** Assignment Management Group  
**FROM:** Neighborhood Services

**DATE:** 31 AUGUST 2009  
**APN NUMBER:** 17917411084  
**PROJECT NUMBER:** D0800  
**FILE NUMBER:** SWA-02-09-106

**CUSTOMER NAME:** BECKY & DANIEL SWARTZBAUGH  
**ADDRESS:** 455 NATIONAL  
HENDERSON NV 89015  
**PHONE #:** 586-2710  
**LOAN AMOUNT:** \$ 42,006.<sup>60</sup>  
FOURTY TWO THOUSAND SIX DOLLARS  
AND SIXTY CENTS  
**INTEREST RATE:** 3 %  
**TERM:** 60 Months  
**1<sup>ST</sup> PAYMENT DUE:** OCTOBER 1, 2009

Total Pages Scanned 2

Total Pages Confirmed 2

No	Job	Remote Station	Start Time	Duration	Pages	Line	Mode	Job Type	Results
001	268	+	08:29 27 a.m. 08-31-2009	00 01 36	2/2	1	EC	HS	CP14400

**Abbreviations**

HS: Host send	PL: Polled local	MP: Mailbox print	TU: Terminated by user
HR: Host receive	PR: Polled remote	CP: Completed	TS: Terminated by system
WS: Waiting send	MS: Mailbox save	FA: Fail	G3: Group 3
			EC: Error Correct



# ASSESSMENT MANAGEMENT GROUP

Tuesday, June 14, 2011 | 3:17:48 PM

Home page

About AMG

Notice of Sale

Important Dates

Payment Addresses

Delinquencies & Foreclosures

Parcel Detail Search

FAQ

Tax Services

Contact AMG

## Parcel Detail Search Results

Login

**AMG assumes NO liability as to the accuracy of the data produced and published on this website.**

Amounts updated as of 6/13/2011 6:03:51 PM.

Parcel #	District #/AMG ID	Name	Status	Unbilled Principal
17917411084	D0800 / 8002	DAFFER BECKY J	ACTIVE	\$33,040.01

Situs & Legal Description	Original Assessment	***Payoff
000455 , NATIONAL , ST HENDERSON #2 SUB PLAT BOOK 3 PAGE 65 LOT 86 BLOCK 7	\$42,006.60	N/A

**\*THIS PARCEL IS DELINQUENT**

	Principal	Interest	*Penalty	Other	Total Due
<b>Current Due</b>	\$406.00	\$1,386.40	\$1,251.40	\$0.00	\$3,043.80
<b>**Estimated Next Installment</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Current Due and Payoff Amounts are valid to 7/1/2011.

\* Penalties are added monthly until the Total Due is paid in full.

\*\*Estimated installments are subject to change due to interest credits and/or other adjustments.

\*\*\* Payoff value is valid through the next Due Date, unless the parcel is delinquent. If the parcel is delinquent, contact AMG for a current payoff amount.

Unbill prin 33040.01  
Prin 406 -  
33446.01

Payments must be received or postmarked on or before the payment due date.

Any payment received after the payment due date will be charged a non-prorated monthly penalty of \$89.62

**Mailing Date:** Monthly

**Make Checks Payable to:** CITY OF HENDERSON

**Due Dates:** 1st of each Month

**Mail Payments to:** CITY OF HENDERSON  
240 WATER ST  
MSC - 111, HENDERSON NV  
89015

**Final Payment:** N/A

**IMPORTANT NOTICE**

Any property closing escrow 15 days (60 to 90 days for Reno and Washoe County) prior to the mailing date of the assessment bill or after the mailing date, **MUST BE PAID FROM ESCROW**. Assessment bills are only mailed once prior to the due date. Assessment bills are mailed to the current owner of

[Print Page](#)

Transaction Detail for Parcel #17917411084 from 8/31/2009								
Date	Description	Over	Principal	Interest	Ad/Cr	Other	Late	Total
8/31/2009	Installment Charges	\$0.00	\$649.79	\$108.52	\$0.00	\$0.00	\$0.00	\$758.31
10/9/2009	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.92	\$37.92
10/9/2009	Installment Charges	\$0.00	\$386.23	\$103.39	\$0.00	\$0.00	\$0.00	\$489.62
11/2/2009	Payment Received - X	\$0.00	(\$1,036.02)	(\$211.91)	\$0.00	\$0.00	(\$37.92)	(\$1,285.85)
11/10/2009	Installment Charges	\$0.00	\$387.19	\$102.43	\$0.00	\$0.00	\$0.00	\$489.62
12/8/2009	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.48	\$24.48
12/8/2009	Installment Charges	\$0.00	\$388.16	\$101.46	\$0.00	\$0.00	\$0.00	\$489.62
1/11/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.96	\$48.96
1/11/2010	Installment Charges	\$0.00	\$389.13	\$100.49	\$0.00	\$0.00	\$0.00	\$489.62
2/9/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$73.44	\$73.44
2/9/2010	Installment Charges	\$0.00	\$390.10	\$99.52	\$0.00	\$0.00	\$0.00	\$489.62
3/9/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.92	\$72.92
3/9/2010	Installment Charges	\$0.00	\$391.08	\$98.54	\$0.00	\$0.00	\$0.00	\$489.62
3/9/2010	Payment Received - X Daffer	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
3/29/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
4/7/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.41	\$72.41
4/7/2010	Installment Charges	\$0.00	\$392.06	\$97.56	\$0.00	\$0.00	\$0.00	\$489.62
4/26/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
5/6/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71.89	\$71.89
5/6/2010	Installment Charges	\$0.00	\$393.04	\$96.58	\$0.00	\$0.00	\$0.00	\$489.62
5/26/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
6/8/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$71.37	\$71.37
6/8/2010	Installment Charges	\$0.00	\$394.02	\$95.60	\$0.00	\$0.00	\$0.00	\$489.62
6/28/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
7/8/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70.85	\$70.85
7/8/2010	Installment Charges	\$0.00	\$395.01	\$94.61	\$0.00	\$0.00	\$0.00	\$489.62
7/27/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
8/9/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70.33	\$70.33
8/9/2010	Installment Charges	\$0.00	\$395.99	\$93.63	\$0.00	\$0.00	\$0.00	\$489.62
8/30/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
9/9/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69.81	\$69.81
9/9/2010	Installment Charges	\$0.00	\$396.98	\$92.64	\$0.00	\$0.00	\$0.00	\$489.62
9/27/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
10/7/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$69.29	\$69.29
10/7/2010	Installment Charges	\$0.00	\$397.98	\$91.64	\$0.00	\$0.00	\$0.00	\$489.62
10/28/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
11/10/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.77	\$68.77
11/10/2010	Installment Charges	\$0.00	\$398.97	\$90.65	\$0.00	\$0.00	\$0.00	\$489.62
11/24/2010	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
12/8/2010	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$68.25	\$68.25
12/8/2010	Installment Charges	\$0.00	\$399.97	\$89.65	\$0.00	\$0.00	\$0.00	\$489.62
1/3/2011	Payment Received - X	\$0.00	(\$500.00)	\$0.00	\$0.00	\$0.00	\$0.00	(\$500.00)
1/11/2011	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.73	\$67.73
1/11/2011	Installment Charges	\$0.00	\$400.97	\$88.65	\$0.00	\$0.00	\$0.00	\$489.62
1/31/2011	Payment Received - X	\$0.00	(\$410.65)	(\$89.35)	\$0.00	\$0.00	\$0.00	(\$500.00)
2/10/2011	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.22	\$67.22
2/10/2011	Installment Charges	\$0.00	\$401.97	\$87.65	\$0.00	\$0.00	\$0.00	\$489.62
2/24/2011	Payment Received - X	\$0.00	(\$401.97)	(\$98.03)	\$0.00	\$0.00	\$0.00	(\$500.00)

Swartzbaugh (Daffer), Becky  
 455 National Street  
 Henderson, NV 89015  
 Original Rate: 3.00%  
 Term: 8 Years  
 1st Payment Due: July 1, 2011  
 Payment Due on the First of Each Month

Project: D0800  
 OPTION 1

Original loan was with NHS on 3/19/09 for \$42,006.60.  
 Due to unemployment and divorce, the client is struggling  
 to make payments and requested a loan modification on  
 4/4/11. Staff recommended that the principal balance due  
 \$33,851 be re-amortized and the term extended.

Payment #	Date	Rate	Loan Amt	P&I Payment	Principal	Interest	Extra Prin	Payment Date	Payment Amount	New Balance
	May 11	3.000%	33,851.00	-	-	-	-			33,446.01
	Jun 11	3.00%		-	-	-	-			33,446.01
1	Jul 11	3.00%		301.50	217.88	83.62	-			33,228.13
2	Aug 11	3.00%		301.50	218.43	83.07	-			33,009.70
3	Sept 11	3.00%		301.50	218.98	82.52	-			32,790.72
4	Oct 11	3.00%		301.50	219.52	81.98	-			32,571.20
5	Nov 11	3.00%		301.50	220.07	81.43	-			32,351.12
6	Dec 11	3.00%		301.50	220.62	80.88	-			32,130.50
7	Jan 12	3.00%		301.50	221.17	80.33	-			31,909.33
8	Feb 12	3.00%		301.50	221.17	80.33	-			31,688.15
9	Mar 12	3.00%		301.50	222.28	79.22	-			31,465.88
10	Apr 12	3.00%		301.50	222.84	78.66	-			31,243.04
11	May 12	3.00%		301.50	223.39	78.11	-			31,019.65
12	Jun 12	3.00%		301.50	223.39	78.11	-			30,796.25
13	Jul 12	3.00%		301.50	223.95	77.55	-			30,572.30
14	Aug 12	3.00%		301.50	224.51	76.99	-			30,347.79
15	Sept 12	3.00%		301.50	225.07	76.43	-			30,122.73
16	Oct 12	3.00%		301.50	225.63	75.87	-			29,897.09
17	Nov 12	3.00%		301.50	226.76	74.74	-			29,670.34
18	Dec 12	3.00%		301.50	227.32	74.18	-			29,443.01
19	Jan 13	3.00%		301.50	227.89	73.61	-			29,215.12
20	Feb 13	3.00%		301.50	228.46	73.04	-			28,986.66
21	Mar 13	3.00%		301.50	229.03	72.47	-			28,757.63
22	Apr 13	3.00%		301.50	229.61	71.89	-			28,528.02
23	May 13	3.00%		301.50	230.18	71.32	-			28,297.84
24	Jun 13	3.00%		301.50	230.76	70.74	-			28,067.08
25	Jul 13	3.00%		301.50	231.33	70.17	-			27,835.75
26	Aug 13	3.00%		301.50	231.91	69.59	-			27,603.84
27	Sept 13	3.00%		301.50	232.49	69.01	-			27,371.35
28	Oct 13	3.00%		301.50	233.07	68.43	-			27,138.28
29	Nov 13	3.00%		301.50	233.65	67.85	-			26,904.63
30	Dec 13	3.00%		301.50	234.24	67.26	-			26,670.39
31	Jan 14	3.00%		301.50	234.82	66.68	-			26,435.56
32	Feb 14	3.00%		301.50	235.41	66.09	-			26,200.15
33	Mar 14	3.00%		301.50	236.00	65.50	-			25,964.15
34	Apr 14	3.00%		301.50	236.59	64.91	-			25,727.56
35	May 14	3.00%		301.50	237.18	64.32	-			25,490.38
36	Jun 14	3.00%		301.50	237.77	63.73	-			25,252.61
37	Jul 14	3.00%		301.50	238.37	63.13	-			25,014.24
38	Aug 14	3.00%		301.50	238.96	62.54	-			24,775.27
39	Sept 14	3.00%		301.50	239.56	61.94	-			24,535.71
40	Oct 14	3.00%		301.50	240.16	61.34	-			24,295.55
41	Nov 14	3.00%		301.50	240.76	60.74	-			24,054.79
42	Dec 14	3.00%		301.50	241.36	60.14	-			23,813.43
43	Jan 15	3.00%		301.50	241.97	59.53	-			23,571.46
44	Feb 15	3.00%		301.50	242.57	58.93	-			23,328.89
45	Mar 15	3.00%		301.50	243.18	58.32	-			23,085.71
46	Apr 15	3.00%		301.50	243.79	57.71	-			22,841.93
47	May 15	3.00%		301.50	244.40	57.10	-			22,597.53
48	Jun 15	3.00%		301.50	245.01	56.49	-			22,352.52
49	Jul 15	3.00%		301.50	245.62	55.88	-			22,106.91
50	Aug 15	3.00%		301.50	246.23	55.27	-			21,860.67
51	Sept 15	3.00%		301.50	246.85	54.65	-			21,613.83
52	Oct 15	3.00%		301.50	247.47	54.03	-			21,366.36
53	Nov 15	3.00%		301.50	248.08	53.42	-			21,118.28
54	Dec 15	3.00%		301.50	248.70	52.80	-			20,869.57
55	Jan 16	3.00%		301.50	249.33	52.17	-			20,620.25

56	Feb 16	3.00%		301.50	249.95	51.55	-		20,370.30
57	Mar 16	3.00%		301.50	250.57	50.93	-		20,119.72
58	Apr 16	3.00%		301.50	251.20	50.30	-		19,868.52
59	May 16	3.00%		301.50	251.83	49.67	-		19,616.69
60	Jun 16	3.00%		301.50	252.46	49.04	-		19,364.23
61	Jul 16	3.00%		301.50	253.09	48.41	-		19,111.14
62	Aug 16	3.00%		301.50	253.72	47.78	-		18,857.42
63	Sept 16	3.00%		301.50	254.36	47.14	-		18,603.07
64	Oct 16	3.00%		301.50	254.99	46.51	-		18,348.07
65	Nov 16	3.00%		301.50	255.63	45.87	-		18,092.44
66	Dec 16	3.00%		301.50	256.27	45.23	-		17,836.17
67	Jan 17	3.00%		301.50	256.91	44.59	-		17,579.27
68	Feb 17	3.00%		301.50	257.55	43.95	-		17,321.71
69	Mar 17	3.00%		301.50	258.20	43.30	-		17,063.52
70	Apr 17	3.00%		301.50	258.84	42.66	-		16,804.68
71	May 17	3.00%		301.50	259.49	42.01	-		16,545.19
72	Jun 17	3.00%		301.50	260.14	41.36	-		16,285.05
73	Jul 17	3.00%		301.50	260.79	40.71	-		16,024.26
74	Aug 17	3.00%		301.50	261.44	40.06	-		15,762.82
75	Sept 17	3.00%		301.50	262.09	39.41	-		15,500.73
76	Oct 17	3.00%		301.50	262.75	38.75	-		15,237.98
77	Nov 17	3.00%		301.50	263.41	38.09	-		14,974.58
78	Dec 17	3.00%		301.50	264.06	37.44	-		14,710.51
79	Jan 18	3.00%		301.50	264.72	36.78	-		14,445.79
80	Feb 18	3.00%		301.50	265.39	36.11	-		14,180.41
81	Mar 18	3.00%		301.50	266.05	35.45	-		13,914.36
82	Apr 18	3.00%		301.50	266.71	34.79	-		13,647.64
83	May 18	3.00%		301.50	267.38	34.12	-		13,380.26
84	Jun 18	3.00%		301.50	268.05	33.45	-		13,112.21
85	Jul 18	3.00%		301.50	268.72	32.78	-		12,843.49
86	Aug 18	3.00%		301.50	269.39	32.11	-		12,574.10
87	Sept 18	3.00%		301.50	270.06	31.44	-		12,304.04
88	Oct 18	3.00%		301.50	270.74	30.76	-		12,033.30
89	Nov 18	3.00%		301.50	271.42	30.08	-		11,761.88
90	Dec 18	3.00%		301.50	272.10	29.40	-		11,489.78
91	Jan 19	3.00%		301.50	272.78	28.72	-		11,217.01
92	Feb 19	3.00%		301.50	273.46	28.04	-		10,943.55
93	Mar 19	3.00%		301.50	274.14	27.36	-		10,669.41
94	Apr 19	3.00%		301.50	274.83	26.67	-		10,394.58
95	May 19	3.00%		301.50	275.51	25.99	-		10,119.07
96	Jun 19	3.00%		301.50	276.20	25.30	-		9,842.87
97	Jul 19	3.00%		301.50	276.89	24.61	-		9,565.98
98	Aug 19	3.00%		301.50	277.59	23.91	-		9,288.39
99	Sept 19	3.00%		301.50	278.28	23.22	-		9,010.11
100	Oct 19	3.00%		301.50	278.97	22.53	-		8,731.14
101	Nov 19	3.00%		301.50	279.67	21.83	-		8,451.46
102	Dec 19	3.00%		301.50	280.37	21.13	-		8,171.09
103	Jan 20	3.00%		301.50	281.07	20.43	-		7,890.02
104	Feb 20	3.00%		301.50	281.77	19.73	-		7,608.25
105	Mar 20	3.00%		301.50	282.48	19.02	-		7,325.77
106	Apr 20	3.00%		301.50	283.19	18.31	-		7,042.58
107	May 20	3.00%		301.50	283.89	17.61	-		6,758.69
108	Jun 20	3.00%		301.50	284.60	16.90	-		6,474.08
109	Jul 20	3.00%		301.50	285.31	16.19	-		6,188.77
110	Aug 20	3.00%		301.50	286.03	15.47	-		5,902.74
111	Sept 20	3.00%		301.50	286.74	14.76	-		5,616.00
112	Oct 20	3.00%		301.50	287.46	14.04	-		5,328.54
113	Nov 20	3.00%		301.50	288.18	13.32	-		5,040.36
114	Dec 20	3.00%		301.50	288.90	12.60	-		4,751.46
115	Jan 21	3.00%		301.50	289.62	11.88	-		4,461.84
116	Feb 21	3.00%		301.50	290.35	11.15	-		4,171.49
117	Mar 21	3.00%		301.50	291.07	10.43	-		3,880.42
118	Apr 21	3.00%		301.50	291.80	9.70	-		3,588.62
119	May 21	3.00%		301.50	292.53	8.97	-		3,296.09
120	Jun 21	3.00%		301.50	293.26	8.24	-		3,002.84
121	Jul 21	3.00%		301.50	293.99	7.51	-		2,708.84
122	Aug 21	3.00%		301.50	294.73	6.77	-		2,414.11

123	Sept 21	3.00%		301.50	295.46	6.04	-		2,118.65
124	Oct 21	3.00%		301.50	296.20	5.30	-		1,822.45
125	Nov 21	3.00%		301.50	296.94	4.56	-		1,525.50
126	Dec 21	3.00%		301.50	297.69	3.81	-		1,227.82
127	Jan 22	3.00%		301.50	298.43	3.07	-		929.39
128	Feb 22	3.00%		301.50	299.18	2.32	-		630.21
129	Mar 22	3.00%		301.50	299.92	1.58	-		330.28
130	Apr 22	3.00%		331.11	330.28	0.83	-		0.00
		Totals	33,851.00	18,090.00	14,081.78	4,008.22	-		

3/8/2011	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.70	\$66.70
3/8/2011	Installment Charges	\$0.00	\$402.98	\$86.64	\$0.00	\$0.00	\$0.00	\$489.62
3/28/2011	Payment Received - X	\$0.00	(\$402.98)	(\$97.02)	\$0.00	\$0.00	\$0.00	(\$500.00)
4/7/2011	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.18	\$66.18
4/7/2011	Installment Charges	\$0.00	\$403.98	\$85.64	\$0.00	\$0.00	\$0.00	\$489.62
4/26/2011	Payment Received - X	\$0.00	(\$403.98)	(\$96.02)	\$0.00	\$0.00	\$0.00	(\$500.00)
5/10/2011	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.66	\$65.66
5/10/2011	Installment Charges	\$0.00	\$404.99	\$84.63	\$0.00	\$0.00	\$0.00	\$489.62
6/1/2011	Payment Received - X	\$0.00	(\$404.99)	(\$95.01)	\$0.00	\$0.00	\$0.00	(\$500.00)
6/7/2011	Late Penalty	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65.14	\$65.14
6/7/2011	Installment Charges	\$0.00	\$406.00	\$83.62	\$0.00	\$0.00	\$0.00	\$489.62

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