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**STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF MORTGAGE LENDING**

In re:

Ricky Allen Horner,

Respondent.

**ORDER TO CEASE AND DESIST, NOTICE OF INTENT TO REVOKE  
MORTGAGE AGENT LICENSE, NOTICE OF INTENT TO IMPOSE  
FINES AND NOTICE OF RIGHT TO REQUEST HEARING**

The licensing and regulation of mortgage brokers and mortgage agents in the State of Nevada is governed by Chapter 645B of the Nevada Revised Statutes ("NRS") and Chapter 645B of the Nevada Administrative Code ("NAC"). The State of Nevada, Department of Business and Industry, Division of Mortgage Lending (the "Division") has the general duty to exercise supervision and control over mortgage brokers and mortgage agents, as well as mortgage broker and mortgage agent activity. See, NRS 645B.060(1), NRS 645B.670 and NRS 645B.690. Pursuant to that authority, the Division makes the following Factual Allegations, Violations of Law, and Order, as follows:

**FACTUAL ALLEGATIONS**

1. Kemper Mortgage, Inc. ("Kemper") is an Illinois corporation. On July 21, 2005, Kemper was issued a mortgage broker license (License No. 1931) pursuant to Chapter 645B of NRS. Kemper operated within the State of Nevada as a licensed mortgage broker until its license expired on June 30, 2008, for failure to renew. See, NRS 645B.050(1). The Division currently classifies Kemper's license as closed.

2. On November 10, 2005, Ricky Allen Horner ("Respondent") was issued a mortgage agent license (License No. 34228) by the Division pursuant to Chapter 645B of NRS.

3. Respondent was affiliated with, or employed by, Kemper as a licensed mortgage

1 agent from November 10, 2005, to October 13, 2006, when Respondent's affiliation with, or  
2 employment by, Kemper terminated.

3 4. On November 10, 2007, Respondent's mortgage agent license expired for failure to  
4 renew. See, NRS 645B.430(1). The Division currently classifies Respondent's license as  
5 closed.

6 5. Based upon information and belief, at relevant times herein mentioned, Elite  
7 Financial Consultant ("Elite Financial") was and is a mortgage lending institution which held  
8 itself out, and continues to hold itself out, as engaging in or carrying on the business of a  
9 mortgage broker pursuant to Chapter 645B of NRS.  
10

11 6. Based upon information and belief, at relevant times herein mentioned, Respondent  
12 held himself out, and continues to hold himself out, as being a mortgage agent licensed by  
13 the Division pursuant to Chapter 645B of NRS and affiliated with, or employed by, Elite  
14 Financial.

15 7. On July 23, 2007, the Division received a written complaint ("Complaint") from an  
16 individual, RA ("Complainant"), through an officer of the Henderson Police Department,  
17 alleging, among other things, that:

18 a. In 2006, Complainant applied for an equity loan with Respondent, a  
19 mortgage agent with Kemper, to take cash out of her home;

20 b. Complainant was 69 years old at the time of the transaction;

21 c. Complainant also asked Respondent to assist her in opening a bank account  
22 so that she could deposit the cash-out loan proceeds and establish an automatic monthly  
23 withdrawal to pay the monthly mortgage payment;  
24

25 d. When the loan closed on or about July 14, 2006, unbeknownst to  
26 Complainant, rather than open a new bank account, Respondent simply added Complainant's  
27 name to his personal account;  
28

1 e. Since then, the approximately \$30,000.00 in cash-out loan proceeds that  
2 Complainant received is gone and her home is on the verge of foreclosure due to non-  
3 payment of monthly payments despite having her mortgage payment deducted each month  
4 from the account;

5 f. Complainant had no knowledge that money was going to Respondent's  
6 account for his personal use and, because of this, Complainant is out over \$38,000.00 in  
7 past-due payments, late charges, overdraft fees, etc.

8 g. Not having the loan money impacted Complainant financially;

9 h. Complainant only receives a fixed income of \$800 per month; and

10 i. Without the money there to make her payments, it is impossible for  
11 Complainant to maintain her way of living.  
12

13 8. In response to the Division and to law enforcement officials, Respondent stated, in  
14 writing, his alleged version of events as follows:

15 a. While Respondent was working for Kemper, Complainant contacted  
16 Respondent, inquiring if there was any way to save her home;

17 b. Complainant advised Respondent that she was relying on Social Security  
18 and Welfare;

19 c. Respondent gathered Complainant's information and moved forward with the  
20 loan;  
21

22 d. At loan closing, Respondent was informed that, "...we did not have an  
23 Escrow Account for (Complainant's) funds to be deposited into...." Further, Complainant  
24 "...felt that it would be better for her to put the funds in (Respondent's) account and add  
25 (Complainant's) name on it. Also to set up direct withdrawal from the account of the funds  
26 needed to pay the mortgage payment...then (Respondent) mentioned to (Complainant) that  
27 (Respondent) wanted (Complainant) to replenish the account as if (Complainant) were  
28

1 making the payment herself...;

2 e. Approximately one year later, Kemper told Respondent that he "...was being  
3 fired for trying to solicit company employees to open up (his) own company...."

4 f. Respondent had a mortgage to pay, food to put on the table for children in his  
5 home, and creditors to whom he owed monies. So, "without hesitation (Respondent) went  
6 over to see (Complainant)...and asked (Complainant) if (he) could borrow funds from the  
7 account until (he) started making money again...(Complainant) mentioned to (Respondent),  
8 'as long as you replace it that (sic) it would be fine....'"

9  
10 9. Pursuant to NRS 645B.060, the Division is charged with conducting "...such  
11 investigations as may be necessary to determine whether any person has violated any  
12 provision of this chapter, a regulation adopted pursuant to this chapter or an order of the  
13 Commissioner...." See, NRS 645B.060(2)(c).

14 10. Pursuant to NRS 645B.060, the Division is further charged with conducting  
15 "...such other investigations, periodic or special audits, investigations and hearings as may be  
16 necessary for the efficient administration of the laws of this State regarding mortgage brokers  
17 and mortgage agents...." See, NRS 645B.060(2)(e).

18  
19 11. Pursuant to NRS 645B.610, if a person properly files a complaint with the Division,  
20 the Division is further charged with investigating "...each violation alleged in the complaint..."  
21 and the Division "...shall determine from the investigation whether there is reasonable cause  
22 to believe that the person committed the alleged violation...." See, NRS 645B.610(1), (3).

23 12. Pursuant to NRS 645B.900, unless a person is exempt from Chapter 645B of NRS  
24 and complies with exemption requirements, "(i)t is unlawful for any person to offer or provide  
25 any of the services of a mortgage broker or mortgage agent or otherwise to engage in, carry  
26 on or hold himself out as engaging in or carrying on the business of a mortgage broker or  
27 mortgage agent without first obtaining the applicable license issued pursuant to this  
28

1 chapter....”

2 13. Pursuant to NRS 645B.450, “(a) person licensed as a mortgage agent pursuant to  
3 the provisions of NRS 645B.410 may not be associated with or employed by more than one  
4 mortgage broker at the same time.” See, NRS 645B.450(1).

5 14. After receiving the above-described Complaint regarding Respondent, the Division  
6 conducted an investigation of the allegations in question. This investigation revealed, among  
7 other things, that:

8 a. The Division has never issued a mortgage broker license to Respondent  
9 pursuant to Chapter 645B of NRS;

10 b. The Division has never issued a mortgage broker license to Elite Financial  
11 pursuant to Chapter 645B of NRS;

12 c. At relevant times herein mentioned, in relation to the Complaint of RA,  
13 Respondent was affiliated with, or employed by, Kemper, a licensed mortgage broker;

14 d. At relevant times herein mentioned, on multiple occasions, Respondent  
15 offered or provided unlicensed mortgage broker services, as follows:

16 (i) Commencing in or around June 2006 to date, Respondent, on his  
17 Elite Financial website, [www.elitefinancialconsultant.com](http://www.elitefinancialconsultant.com), held himself out, and continues to  
18 hold himself out, as engaging in or carrying on the business of a mortgage broker licensed  
19 pursuant to Chapter 645B of NRS, as evidenced by his advertisement, a true and correct  
20 copy of which is attached hereto as **Exhibit “A”** and incorporated herein by reference as  
21 though set forth in full;

22 (ii) As part of his written response to the Division, Respondent submitted  
23 a business card, a true and correct copy of which (except the redacted re line) is attached  
24 hereto as **Exhibit “B”** and incorporated herein by reference as though set forth in full,  
25 wherein Respondent is identified as a financial consultant with Elite Financial; and  
26  
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1 (iii) In or around July 2006, Respondent interviewed Complainant in  
2 connection with a refinance loan and prepared and provided to Complainant a 1003 Uniform  
3 Residential Loan Application ("1003"), a true and correct copy of which (except Complainant's  
4 redacted name, signature and Social Security number) is attached hereto as **Exhibit "C"** and  
5 incorporated herein by reference as though set forth in full;

6 e. On the 1003 which he prepared, Respondent misrepresented Complainant's  
7 income as \$4,800.00 in pension income per month and Social Security income of \$3,300.00  
8 per month (for a total of \$8,100.00 per month) when, in fact, Complainant's fixed income was  
9 \$1,187.00 per month from her pension and Social Security income;  
10

11 f. Rather than assisting Complainant in opening a bank account so that she  
12 could deposit the cash-out loan proceeds and establish an automatic monthly withdrawal to  
13 pay the monthly mortgage payment, Respondent took Complainant to his financial institution,  
14 Silver State Schools Credit Union ("SSSCU") where he and Complainant opened the following  
15 two joint sub-accounts under Respondent's primary Member Share Account No. 0000149286,  
16 as reflected on the Membership Application, a true and correct copy of which (except  
17 Respondent's redacted Social Security number) is attached hereto as **Exhibit "D"** and  
18 incorporated herein by reference as though set forth in full:  
19

20 (i) A joint share account opened on July 12, 2006; and

21 (ii) A joint certificate of deposit account ("joint CD account") opened on  
22 July 19, 2006, as evidenced by the Sub Account/Change Card and Ownership Information  
23 Changes, a true and correct copy of which (except Respondent's redacted Social Security  
24 number and Complainant's redacted Social Security number, name and signature) is attached  
25 hereto as **Exhibit "E"** and incorporated herein by reference as though set forth in full;  
26

27 g. Complainant's approximately \$37,017.64 in cash-out loan proceeds were  
28 wired to the joint share account on July 13, 2007, as evidenced by a Wire Transfer Order, a

1 true and correct copy of which (except Complainant's redacted name) is attached hereto as  
2 **Exhibit "F"** and incorporated herein by reference as though set forth in full;

3 h. Respondent transferred \$2,000.00 of the approximately \$37,017.64 cash-out  
4 loan proceeds to his SSSCU personal checking account and continued transferring funds to  
5 his personal checking account for his own use until April 2, 2007, when he withdrew the last  
6 of the funds and closed the account;

7 i. The joint CD account opened on July 19, 2006, was funded by a separate  
8 \$500.00 deposit made by Complainant. The joint CD account remained open, accumulating  
9 interest, until Respondent closed the account on April 9, 2007, transferring the balance of  
10 \$517.68 to his SSSCU personal checking account;

11 j. In his August 14, 2007, written response to the Division, Respondent admitted  
12 to setting up the joint accounts under his primary SSSCU account and admitted to "borrowing"  
13 monies from the accounts due to financial difficulties he began having after being terminated  
14 from Kemper;  
15

16 k. Of the approximately \$37,017.64 in cash-out loan proceeds wired to SSSCU,  
17 approximately \$9,185.00 was used to make payments on Complainant's loan;

18 l. On or about April 17, 2007, Complainant received a notice of default and  
19 notice of intent to foreclose on her home ("NOD") from Specialized Loan Servicing, LLC. At  
20 that time, Complainant became aware that Respondent had, between July 2006 and April  
21 2007, periodically withdrawn funds from the above-referenced accounts for his own use until  
22 both accounts reflected a zero balance and Respondent had closed them. A true and correct  
23 copy of the NOD is attached hereto as **Exhibit "G"** and incorporated herein by reference as  
24 though set forth in full.  
25

26 15. Pursuant to NRS 645B.690, "(i)f a person offers or provides any of the services of  
27 a mortgage broker or mortgage agent or otherwise engages in, carries on or holds himself out  
28

1 as engaging in or carrying on the business of a mortgage broker or mortgage agent and, at  
2 the time...(t)he person was required to have a license pursuant to this chapter and the person  
3 did not have such a license...the Commissioner shall impose upon the person an  
4 administrative fine of not more than \$10,000 for each violation and if the person has a license,  
5 the Commissioner shall revoke it....” See, NRS 645B.690(1)(a).

6 16. Pursuant to NRS 645B.670, “(f)or each violation committed by a mortgage agent,  
7 the Commissioner may impose upon the mortgage agent an administrative fine of not more  
8 than \$10,000, may suspend, revoke or place conditions upon his license, or may do both, if  
9 the mortgage agent, whether or not acting as such...(i)s grossly negligent or incompetent in  
10 performing any act for which he is required to be licensed pursuant to the provisions of this  
11 chapter...(h)as made a material misrepresentation in connection with any transaction  
12 governed by this chapter...(h)as failed to account for or to remit any money of a client within a  
13 reasonable time after a request for...remittal...(h)as commingled the money...of a client with  
14 his own or has converted the money...to his own use...(h)as engaged in any other conduct  
15 constituting a deceitful, fraudulent or dishonest business practice...(h)as repeatedly violated  
16 the policies and procedures of the mortgage broker with whom he is associated or by whom  
17 he is employed; or...(h)as violated any provision of this chapter, a regulation adopted  
18 pursuant to this chapter or an order of the Commissioner or has assisted or offered to assist  
19 another person to commit such a violation.” See, NRS 645B.670(3)(a), (b), (f), (g), (h), (i), (j).

22 17. Pursuant to NAC 645B.340, “...if a person engages in an activity in violation of the  
23 provisions of this chapter or chapter 645B of NRS, the Commissioner may issue an order to  
24 the person directing the person to cease and desist from engaging in the activity. See, NAC  
25 645B.340(1).

26 ///

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**VIOLATIONS OF LAW**

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After investigating this matter, it has been determined that:

a. Commencing in or around June 2006 to date, Respondent engaged, and continues to engage, in multiple instances of unlicensed mortgage broker activity, in violation of NRS 645B.900;

b. Respondent was grossly negligent or incompetent in offering, and placing Complainant in, the subject loan product with monthly mortgage payments which bear no reasonable relationship to the true state of Complainant's finances, in violation of NRS 645B.670(3)(a);

c. Respondent made material misrepresentations in holding himself out as engaging in or carrying on the business of a mortgage broker without a license to do so, in violation of NRS 645B.670(3)(b);

d. Respondent failed to account for the approximately \$37,017.64 in cash-out loan proceeds wired to SSSCU and has failed to remit to Complainant the balance of the loan proceeds (other than the approximately \$9,185.00 used to make payments on Complainant's loan), in violation of NRS 645B.670(3)(f);

e. Respondent commingled Complainant's cash-out loan proceeds with his own money and converted the same to his own use, in violation of NRS 645B.670(3)(g);

f. In preparing the 1003, Respondent fraudulently inflated Complainant's purported income, in violation of NRS 645B.670(3)(h); and

g. By the above-mentioned conduct, Respondent engaged in deceitful, fraudulent or dishonest business practices, in violation of NRS 645B.670(3)(h).

**ORDER**

**NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS,** pursuant to NRS 622.080 and NAC 645B.340, after having determined that Respondent

1 engaged in activities for which Respondent has not received a license or certificate of  
2 exemption, in violation of Chapter 645B of NRS, that **RESPONDENT IMMEDIATELY CEASE**  
3 **AND DESIST** from the following activities:

- 4 1. Conducting any and all unlicensed mortgage broker activity in the State of Nevada;
- 5 and
- 6 2. Advertising for and soliciting mortgage broker business within the State of Nevada.

7 **IT IS FURTHER ORDERED**, pursuant to NAC 645B.340(4), that upon filing a verified  
8 petition with the Division within **thirty (30) days** of receipt of this Order to Cease and Desist,  
9 Respondent shall be entitled to a hearing with regard to the contents of this Order to Cease  
10 and Desist. Respondent is advised, however, that the provisions of this Order to Cease and  
11 Desist are effective immediately upon Respondent being served therewith, whether or not  
12 Respondent requests a hearing.

13 **NOTICE TO RESPONDENT:** If you request a hearing, you are specifically informed  
14 that you have the right to appear and be heard in your defense, either personally or through  
15 your counsel of choice at your own expense. At the hearing, if one is timely requested, the  
16 Division will call witnesses and present evidence against you. You have the right to respond  
17 and to present relevant evidence and argument on all issues involved. You have the right to  
18 call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any  
19 matter relevant to the issues involved.

20 If the Division prevails at any hearing, it may request that attorney's fees and costs be  
21 awarded pursuant to NRS 622.400.

22 **IT IS FURTHER ORDERED**, pursuant to NRS 645B.750, that upon written application  
23 to the Division within **twenty (20) days** of the date of this Order, Respondent shall be entitled  
24 to a hearing with regards to the contents of this Order referenced below. At that hearing the  
25 Division will seek to:  
26  
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# **EXHIBIT “A”**

Elite Financial Consultant Specializing in LAS VEGAS Mortgages, LAS VEGAS Home Loans, LAS VEGAS Second Mortgages, LAS VEGAS Debt Consolidation

# Elite Financial Consultant

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\*First

\*Last

\*E-mail

\*Phone

\*Type of Loan

\*Loan Amount

\*Credit

\*Total Monthly Expenses

\*Total Monthly Income

A representative will contact you soon.

\* required

**Elite Financial Consultant**

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- Flexible programs
- Fast and easy processing
- **Very Competitive Interest Rates**
- Own your home in less than 12 years  
 ....(Ask me how)
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- Apply Online Now

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- Health Insurance
- Life Insurance
- Medicare
- Retirement Accounts
- Apply Online Now

**Insurance Quick Application**

We also specialize in affordable and customized insurance:

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- Life
- Long Term Care
- Medical Supplement
- and other flexible programs

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- Lower your payment?
- Get cash out?
- Lower your rate?

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1706 NIGHT SHADOW AVE NORTH LAS VEGAS NV 89031 Email: rk.homer@earthlink.net  
Elite Financial Consultant  
MORTGAGE #34228/ INSURANCE #53535

Mortgage Broker Marketing by Superior Internet Solutions

# **EXHIBIT “B”**

# ELITE FINANCIAL CONSULTANT

**Elite Financial Consultant**  
Finding ways to save you Money

2020 Regatta Dr Ste 102  
Las Vegas NV 89128

702-553-1080  
702-553-1081  
R.homer@eefinancial.com  
www.eefinancial.com

**Rick Homer**  
Financial Consultant



Date: 8/14/2007
To: Tony
Company: Mortgage Lending Division
Fax Number: 702-486-0785
From: Rick Homer
Re:
Number of pages including cover: 4
Comments: <i>If you would contact me at 702-553-1080 with any future concerns or questions.</i>

# **EXHIBIT “C”**

# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when: (1) the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or (2) the income or assets of the Borrower's spouse or other person who has community property rights, pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

Borrower		Borrower		Borrower	
<b>TYPE OF MORTGAGE AND TERMS OF LOAN</b>					
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
Amount \$	136,000	Interest Rate	11.750%	No. of Months	360/360
Amortization Type:		<input type="checkbox"/> Fixed Rate	<input type="checkbox"/> Other (explain)	<input checked="" type="checkbox"/> ARM (Type) 2/28	

<b>II. PROPERTY INFORMATION AND PURPOSE OF LOAN</b>			
Subject Property Address (Street, city, state, & ZIP)			No. of Units
1320 SPAGUE ST, Henderson, NV 89015 County: Clark			Year Built
Legal Description of Subject Property (attach description if necessary)			
SEE TITLE			

Purpose of Loan		Property will be:	
<input type="checkbox"/> Purchase	<input type="checkbox"/> Construction	<input checked="" type="checkbox"/> Primary Residence	<input type="checkbox"/> Secondary Residence
<input checked="" type="checkbox"/> Refinance	<input type="checkbox"/> Construction Permanent	<input type="checkbox"/> Other (explain):	<input type="checkbox"/> Investment
Complete this line if construction or construction-permanent loan.			
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot
\$	\$	\$	\$
Complete this line if this is a refinance loan.			
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance
1996	\$ 61,500	\$ 98,000	Cash-Out/Debt Consolidation
Title will be held in what Name(s)		Manner in which Title will be held	
RUTH A ALFORD		Single Woman	
Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		Estate will be held in:	
Equity from Subject Property		<input checked="" type="checkbox"/> Free Simple <input type="checkbox"/> Escrowhold (show expiration date)	

<b>Borrower</b>		<b>III. BORROWER INFORMATION</b>		<b>Co-Borrower</b>	
Borrower's Name (include Jr. or Sr. if applicable)		Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)	
RUTH A ALFORD		RUTH A ALFORD		RUTH A ALFORD	
Social Security Number	Home Phone (incl. area code)	DOB (month/yyyy)	Yes, School	Social Security Number	Home Phone (incl. area code)
702-415-5489	03/16/1937	16			
<input type="checkbox"/> Married	<input checked="" type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower)	<input type="checkbox"/> Married	<input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower)
	no, 0 ages	no		no	ages
Present Address (street, city, state, ZIP)		<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent	12 No. Yes.	Present Address (street, city, state, ZIP)	
1320 SPAGUE ST Henderson, NV 89015					
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address	

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yes.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yes.
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yes.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yes.

**IV. EMPLOYMENT INFORMATION**

Borrower		Co-Borrower	
Name & Address of Employer <b>RETIRED</b>	<input checked="" type="checkbox"/> Self Employed	Name & Address of Employer	<input type="checkbox"/> Self Employed
Yes, on this job		Yes, on this job	
Yes, employed in this line of work/profession		Yes, employed in this line of work/profession	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
If employed in current position for less than two years or if currently employed in more than one position, complete the following:			
Name & Address of Employer	<input type="checkbox"/> Self Employed	Name & Address of Employer	<input type="checkbox"/> Self Employed
Dates (from-to)		Dates (from-to)	
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Name & Address of Employer	<input type="checkbox"/> Self Employed
Dates (from-to)		Dates (from-to)	
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Name & Address of Employer	<input type="checkbox"/> Self Employed
Dates (from-to)		Dates (from-to)	
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer	<input type="checkbox"/> Self Employed	Name & Address of Employer	<input type="checkbox"/> Self Employed
Dates (from-to)		Dates (from-to)	
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

**V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION**

Gross Monthly Income	Borrower		Total	Combined Monthly Housing Expense	Present		Proposed	
	Borrower	Co-Borrower			Present	Proposed		
Basic Empl. Income*	\$	\$	\$	Rent	\$			
Overtime				First Mortgage (P&I)	733.00	\$	1,527.50	
Bonuses				Other Financing (P&I)				
Commissions				Hazard Insurance			30.00	
Dividends/Interest				Real Estate Taxes			98.74	
Net Rental Income				Mortgage Insurance				
Other (check complete the table below if this income is derived from a business)				Homeowner Assn. Dues				
				Other:				
<b>Total</b>	<b>\$ 8,100.00</b>		<b>\$ 8,100.00</b>	<b>Total</b>	<b>\$ 733.00</b>		<b>\$ 1,656.24</b>	

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: **Notice:** Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repayment of this loan.

FIC	Monthly Amount
B PENSION	\$ 4,800.00
B SOCIAL SECURITY	3,300.00

*R. H. S.*

**VI ASSETS AND LIABILITIES**

This Statement and any applicable supporting schedules may be completed jointly by both applicant and guarantor. If their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis, separate Statements and Schedules are required. If the Co-Borrower Section was completed above by an applicant and guarantor or other person, this Statement and supporting schedules need be completed by that person or other person also.

Completed  Jointly  Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		Monthly Payment & Months Left to Pay	Unpaid Balance
Description			Name and address of Company		\$ Payment/Months	\$
Cash deposited toward purchase held by:		\$	COUNTRYWIDE 450 AMERICAN ST SIMI VALLEY, CA 93065			
<i>List checking and savings accounts below</i>			Acct. no. [REDACTED]		(733) /34	102,724
Name and address of Bank, S&L, or Credit Union			Name and address of Company		\$ Payment/Months	\$
			CREDITBURCEN POB 29299 LAS VEGAS, NV 89126		542	542
Acct. no.	\$		Acct. no. [REDACTED]		\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Name and address of Company			
			CMRE FINANCE 3075 E IMPERIAL HW BREA, CA 92821		510	510
Acct. no.	\$		Acct. no. 7710EPM3147031362		\$ Payment/Months	\$
Name and address of Bank, S&L, or Credit Union			Name and address of Company			
			CREDITBURCEN POB 29299 LAS VEGAS, NV 89126		199	199
Acct. no.	\$		Acct. no. [REDACTED]		\$ Payment/Months	\$
Stocks & Bonds (Company name/number/ description)	\$		Name and address of Company			
			COASTOCOAST 101 HODENCAMP RD THOUSAND OAKS, CA 91360		100	180
Life insurance net cash value	\$		Acct. no. C2C10RES011667204		\$ Payment/Months	\$
Face amount \$			Name and address of Company			
Subtotal Liquid Assets	\$		CREDITBURCEN POB 29299 LAS VEGAS, NV 89126		76	76
Real estate owned (enter market value from schedule of real estate owned)	\$	281,957	Acct. no. [REDACTED]		\$	
Vested interest in retirement fund	\$		Name and address of Company			
Net worth of business (or) owned (attach financial statement)	\$		Alimony/Child Support/Spousal Maintenance Payments Owed to:			
Automobiles owned (make and year)	\$		Job Related Expense (child care, union dues, etc.)		\$	
Other Assets (itemize)	\$		Total Monthly Payments		\$	
<b>Total Assets a.</b>		<b>\$ 281,957</b>	<b>Not Worth (a minus b) =&gt;</b>		<b>\$ 177,726</b>	<b>Total Liabilities b. \$ 104,231</b>

**Schedule of Real Estate Owned** (if additional properties are owned, use continuation sheet)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Loans	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc	Net Rental Income
1320 SPAGUE ST Henderson, NV 89015	SFR	\$ 281,957	\$ 98,000	\$	\$ 733	SINCLUDED	\$
<b>Totals</b>		<b>\$ 281,957</b>	<b>\$ 98,000</b>	<b>\$</b>	<b>\$ 733</b>	<b>\$</b>	<b>\$</b>

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):  
 Alternate Name: \_\_\_\_\_ Creditor Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

VII. DETAILS OF TRANSACTION	
a. Purchase price	\$
b. Alterations, improvements, repairs	
c. Land (if shown separately)	
d. Refinance (incl. debts to be paid off)	104,231.00
e. Estimated prepaid items	1,783.21
f. Estimated closing costs	12,534.00
g. PMI, MIP, Funding Fee	
h. Discount (if Borrower will pay)	1,958.00
i. Total cash (add items a through h)	120,498.21
j. Subordinate financing	
k. Borrower's closing costs paid by Seller	
l. Other Credits (explain)	
m. Loan amount (exclude PMI, MIP, Funding Fee (include))	156,000.00
n. PMI, MIP, Funding Fee (include)	
o. Loan amount (add m & n)	156,000.00
p. Cash from/to Borrower (subtract), k, l & o from i)	-35,501.79

### VIII. DECLARATIONS

If you answer "Yes" to any questions a through l, please use continuation sheet for explanation.

	Borrower		Co-Borrower	
	Yes	No	Yes	No
a. Are there any outstanding judgments against you?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have you had property foreclosed upon or given title or deed in lieu thereof within 7 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Are you a party to a lawsuit?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<small>(If the lender includes a lien on a second mortgage loan, FHA loan, home improvement loan, manufactured home, manufactured mobile home, any mortgage, second mortgage, deed in lieu of foreclosure, etc., please disclose, including date, name and address of lender, FHA or VA case number, if any, and reasons for the action.)</small>				
f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<small>(If Yes, specify date of default and the party being defaulted.)</small>				
g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Is any part of the down payment borrowed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Are you a copayor or co-signer on a loan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Are you a U.S. citizen?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
k. Are you a permanent resident alien?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
l. Do you intend to occupy the property as your primary residence?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<small>(If Yes, provide the address of the home.)</small>				
m. Have you had an ownership interest in a property in the last three years?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<small>(1) What type of property did you own: principal residence (PR), second home (SH), or investment property (IP)?</small>				
<small>(2) How did you hold title to the home: solely by yourself (S), jointly with your spouse (SP), or jointly with another person (JP)?</small>				

### IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date and facts reported; my signature and that any intended or intended misrepresentation of the information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon my information; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed in lieu of mortgage on the property described in this application; (3) the property will not be used for any illegal or prohibited purposes; (4) all statements made in this application are made for the purpose of obtaining residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, processors, servicers, successors and assigns may continue to rely on the information contained in this application, and I am obligated to amend and supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have available to such delinquency, report my name and address information to one or more consumer reporting agencies; (9) ownership of the Loan, and the administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" contains my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding verbal and video recordings), or my facsimile transmission of this application containing a signature of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

Each of the undersigned hereby acknowledges that any copies of the Loan, its servicers, successors and assigns, only verify or reverify information contained in this application or contain any information or data relating to the Loan, for any business purpose through any source, including a person related to this application or a consumer reporting agency.

Borrower's Signature: **X** Date: **7-7-06** Co-Borrower's Signature: **X** Date: \_\_\_\_\_

### INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under federal regulations, the lender is required to note the information on the basis of visual observation and assume if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b> <input type="checkbox"/> Do not wish to furnish this information.	<b>CO-BORROWER</b> <input type="checkbox"/> Do not wish to furnish this information.
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input checked="" type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> White
Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

To be Completed by Interviewer:  
 The application was taken by: **Ricky Hornor**  
 Interviewer's Name (print or type)  
 Signature: *[Signature]* Date: **7/4/2006**  
 Name and Address of Interviewer's Employer:  
**Kemper Mortgage, Inc.**  
**7251 Amigo Street, Suite 100**  
**Las Vegas, NV 89119**  
**(H) 702-405-4000**  
**(F) 702-407-8206**

### Continuation Sheet/Residential Loan Application

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

<b>Borrower:</b>	<b>Agency Case Number:</b>
<b>Co-Borrower:</b>	<b>Lender Case Number:</b>

Borrower		IV. EMPLOYMENT INFORMATION				Co-Borrower	
Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)		
		Monthly Income \$			Monthly Income \$		
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)			
Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)		
		Monthly Income \$			Monthly Income \$		
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)			
Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)		
		Monthly Income \$			Monthly Income \$		
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)			
Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)	Name and Address of Employer	<input type="checkbox"/> Self Employed	Dates (from-to)		
		Monthly Income \$			Monthly Income \$		
Position/Title/Type of Business	Business Phone (incl. area code)		Position/Title/Type of Business	Business Phone (incl. area code)			

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature:

X

Date:

7-7-08 X

Co-Borrower's Signature:

Date:

# **EXHIBIT “D”**



# Membership Application

Member Account Number:	0000149286		Member Eligibility:	Family Members
Type of Ownership:	<input checked="" type="checkbox"/> Individual	<input type="checkbox"/> Joint	<input checked="" type="checkbox"/> Head of Household	<input type="checkbox"/> Other Family Member
Account Opened:	<input checked="" type="checkbox"/> Share Savings	<input type="checkbox"/> Share Certificate	<input type="checkbox"/> Checking	
	REGULAR SHARE - ADULT			
Services Selected:	<input type="checkbox"/> ATM/Debit Card	<input type="checkbox"/> VISA/VISA Gold	<input type="checkbox"/> Auto Transfer	<input type="checkbox"/> Auto Transfer to Other
			<input type="checkbox"/> Direct Deposit	



Primary Account Holder			
Last Name: <u>Horner</u>		Social Security Number:	
<u>Ricky</u>	<u>Allen</u>	<u>04/19/67</u>	
First	Middle	Date of Birth	<input type="checkbox"/> Own <input type="checkbox"/> Rent
<u>1706 Night Shadow Ave</u>			
Street Address			
<u>N Las Vegas</u>	<u>NV</u>	<u>89031</u>	
City	State	Zip Code	
<u>702-639-6617</u>	<u>1401245091</u>	<u>BLUE1114</u>	
Home Phone Number	Driver's License No. & State	Mother's Maiden Name	
<u>Kemper Mortgage</u>			
Employer Name		Monthly Income	
<u>702-495-4022</u>			
Work Phone Number	Extension		
E-Mail Address		E-Mail Address	

Joint Account Holder			
Last Name:		Savings	Certificate
		Social Security Number:	
<u></u>	<u></u>	<u></u>	<u></u>
First	Middle	Date of Birth	<input type="checkbox"/> Own <input type="checkbox"/> Rent
<u></u>			
Street Address			
<u></u>	<u></u>	<u></u>	
City	State	Zip Code	
<u></u>	<u></u>	<u></u>	
Home Phone Number	Driver's License No. & State	Mother's Maiden Name	
<u></u>			
Employer Name		Monthly Income	
<u></u>			
Work Phone Number	Extension		
E-Mail Address		E-Mail Address	

Joint Account Holder		Savings	Certificate	Checking
Last Name:		Social Security Number:		
First	Middle	Date of Birth		
Street Address		Own		Rent
City		State	Zip Code	
Home Phone Number	Driver's License No. & State		Mother's Maiden Name	
Employer Name		Monthly Income		
Work Phone Number	Extension			
E-Mail Address		E-Mail Address		

Joint Account Holder		Savings	Certificate	Checking
Last Name:		Social Security Number:		
First	Middle	Date of Birth		
Street Address		Own		Rent
City		State	Zip Code	
Home Phone Number	Driver's License No. & State		Mother's Maiden Name	
Employer Name		Monthly Income		
Work Phone Number	Extension			
E-Mail Address		E-Mail Address		

Joint Account Holder		Savings	Certificate	Checking
Last Name:		Social Security Number:		
First	Middle	Date of Birth		
Street Address		Own		Rent
City		State	Zip Code	
Home Phone Number	Driver's License No. & State		Mother's Maiden Name	
Employer Name		Monthly Income		
Work Phone Number	Extension			
E-Mail Address		E-Mail Address		

## TIN CERTIFICATION AND BACKUP WITHHOLDING INFORMATION

By signing below, I certify, in accordance with the IRS W-9 instructions provided by the Credit Union and under penalties of perjury, that the Social Security number (SSN)/taxpayer identification number (TIN) shown is my/the correct identification number and I am NOT, unless designated below, subject to backup withholding because I have not been notified that I am subject to backup withholding as a result of a failure to report all dividends or interest, or because the IRS has notified me that I am no longer subject to backup withholding.

I am subject to backup withholding

I am not a United States citizen or resident (complete W-8 form)

Exempt

### SIGNATURES

By signing below, you certify that the information on this Membership Application is complete, true, and submitted for the purpose of obtaining the accounts and services requested. You agree: (a) that the Credit Union can use credit reporting agencies or otherwise verify the information on this Membership Application for the purpose of extending credit or services to you or reviewing or collecting a credit account of yours; (b) that the Credit Union can tell others about its credit experience with you and obtain information from others about your credit history and performance. If you request, the Credit Union will tell you the name and address of any credit reporting agency from which it received a credit report on you. By signing below, you agree to the terms of the following Agreements applicable to the Accounts and Services Requested.

- **Membership and Account Agreement.** You acknowledge receipt of and agree to the terms and conditions of the Membership and Account Agreement, Truth-in-Savings Rate and Fee Schedule, Funds Available Policy Disclosure, if applicable, and to any amendment the Credit Union makes from time to time which are incorporated herein. You also pledge to us and grant a security interest in all your shares and deposits in the Credit Union including future additions, as security for advances under the Open End Credit Plan and Credit Card Agreement.
- **Overdraft Loan Agreement.** If an Overdraft Loan Account is requested and provided, you acknowledge receipt of and agree to the terms of the Open End Credit Plan Disclosures and Credit Agreement.
- **Credit Card Agreement.** If a Credit Card Account is requested and provided to you, you acknowledge receipt of and agree to the terms of the Credit Card Agreement which governs your Credit Card account.
- **Electronic Funds Transfer Agreement.** If an access card or Electronic Funds Transfer (EFT) Service is requested and provided, you acknowledge receipt of and agree to the terms of the Electronic Funds Transfer Agreement.

The Internal Revenue Service does not require your consent to any provision of this Account Card other than the certifications required to avoid backup withholding.

<b>Primary Account Holder:</b>	
 Ricky Allen Horner	Date
<b>Joint Account Holder:</b>	Date

# **EXHIBIT “E”**



# SUB ACCOUNT/CHANGE CARD

Member Number: 0000149286 Type of Ownership: \_\_\_\_\_  
 Account Type: \_\_\_\_\_ Account Type: \_\_\_\_\_  
 Type of Change: \_\_\_\_\_ Type of Change: \_\_\_\_\_

I/WE AUTHORIZE THE CREDIT UNION TO MAKE AND ACCEPT THE FOLLOWING CHANGES TO MY/OUR ACCOUNTS:  
 Primary Name: RICKY HORNER SSN: \_\_\_\_\_ Phone: 702-286-5648  
 Address: 7251 Amigo Street Ste. 100 City, State, Zip: LAS VEGAS NV 89119  
 ID Number: \_\_\_\_\_ Birthday: 04/19/67 MMN: BLUE1114

\_\_\_\_\_

Joint Member: \_\_\_\_\_ SSN: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 ID Number: \_\_\_\_\_ Birthday: --/-- MMN: \_\_\_\_\_

Joint Member: \_\_\_\_\_ SSN: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 ID Number: \_\_\_\_\_ Birthday: --/-- MMN: \_\_\_\_\_

Joint Member: \_\_\_\_\_ SSN: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_  
 ID Number: \_\_\_\_\_ Birthday: --/-- MMN: \_\_\_\_\_

Account Designations: \_\_\_\_\_ Designate Specific Account(s): \_\_\_\_\_  
 Beneficiary/POD Payee: \_\_\_\_\_ Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ SSN: \_\_\_\_\_ Birthday: --/--

Silver State Schools Credit Union  
 P.O. Box 12037  
 Las Vegas, Nevada 89112-0037  
 (702) 733-8820 Toll Free 1-800-357-9654

**AUTHORIZATION**

**I/We agree that the changes in this application card amend the previously signed Account Card and are subject to the terms and conditions on the Membership and Account Agreement, Truth-in-Savings Rate and Fee Schedule, and Funds Availability Policy Disclosure, if applicable, and to any amendment the Credit Union makes from time to time which are incorporated herein. I/We acknowledge receipt of a copy of the Agreements and Disclosures applicable to the accounts and services requested above. If an access card or EFT service is requested and provided, I/We agree to the terms of and the acknowledge receipt of the Electronic Funds Transfer Agreement.**



Signature

07/19/2006

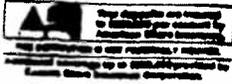
Date



Signature

07/19/2006

Date



**SILVER STATE SCHOOLS  
CREDIT UNION**  
P.O. Box 12037  
Las Vegas, NV 89112-0037



**SUBSEQUENT ACTIONS**

We authorize the Credit Union to make and accept the following changes to my/our accounts:

TYPE OF CHANGE (Please indicate the type of change and complete only the information that affects the change.)

Member/Owner Information	<input type="checkbox"/> CHANGE	Joint Owner(s) Information	<input type="checkbox"/> ADD	<input type="checkbox"/> CHANGE	<input type="checkbox"/> REMOVE
Agent	<input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> REMOVE	POD/Trust Beneficiary	<input type="checkbox"/> ADD	<input type="checkbox"/> CHANGE	<input type="checkbox"/> REMOVE
Other	<input type="checkbox"/> ADD <input type="checkbox"/> CHANGE <input type="checkbox"/> REMOVE	Account Type/Services	<input checked="" type="checkbox"/> ADD	<input type="checkbox"/> CHANGE	<input type="checkbox"/> REMOVE

**OWNERSHIP INFORMATION CHANGES**

Member/Owner <u>Rich Howard</u>	Member No. <u>149296</u>
Street <u>1206 Nighthawk St</u>	SSN/IT
City/State/Zip <u>North Las Vegas NV 89041</u>	Driver's Lic. No. <u>4401245891</u>
Home Phone <u>702 256-5612</u>	Date of Birth <u>02/19/1967</u>
<input type="checkbox"/> Listed <input checked="" type="checkbox"/> Unlisted	Password <u>[REDACTED]</u>
Work Phone <u>702 256-5614</u>	Employment <u>Engineering</u>
E-mail <u>pluraj@comcast.net</u>	

The account(s) is a Joint Account  With Survivorship  Without Survivorship

Joint Owner: If required by the Credit Union, removal of a Joint Account Owner requires consent of all owners, and we will hold Credit Union harmless for actions regarding account access. The removed joint account owner(s) relinquishes ownership interest including any membership share in the account(s) set forth on the reverse side. This relinquishment does not affect my/our obligation on any loan accounts.

Joint Owner	SSN/IT
Street <u>1320 Spangula St.</u>	Driver's Lic. No. <u>1800476831</u>
City/State/Zip <u>Henderson</u>	Date of Birth <u>3/16/1987</u>
Home Phone (702) <u>538-9423</u>	Password <u>[REDACTED]</u>
Work Phone ( ) _____	E-mail _____

Joint Owner	SSN/IT
Street _____	Driver's Lic. No. _____
City/State/Zip _____	Date of Birth _____
Home Phone ( ) _____	Password _____
Work Phone ( ) _____	E-mail _____

ACCOUNT DESIGNATION

Payable on Death (POD)/Trust Account

Beneficiary/POD Payee \_\_\_\_\_ Beneficiary/POD Payee \_\_\_\_\_

Street \_\_\_\_\_ Street \_\_\_\_\_

City/State/Zip \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Agency Print Name of Agent \_\_\_\_\_  
Signature \_\_\_\_\_ (date) \_\_\_\_\_

Other \_\_\_\_\_  See Account Authorization Card

ACCOUNT TYPE

Share/Savings SO2

Share Draft/Checking \_\_\_\_\_

Money Market \_\_\_\_\_

Share Certificate \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

ACCOUNT SERVICES

Overdraft Protection (indicate transfer priority below) \_\_\_\_\_

ATM Card \_\_\_\_\_

Debit Card \_\_\_\_\_

Audio Response \_\_\_\_\_

PC Access/Internet Banking \_\_\_\_\_

AUTHORIZATION

I/We agree that the changes on this Card amend the previously signed Account Card and are subject to the terms and conditions of the Membership and Account Agreement, Truth-in-Savings Disclosure, and Funds Availability Policy Disclosure, if applicable, and to any amendment the Credit Union makes from time to time which are incorporated herein. I/We acknowledge receipt of a copy of the Agreements and Disclosures applicable to the accounts and services requested above. If an access card or EFT service is requested and provided, I/we agree to the terms of and acknowledge receipt of the Electronic Funds Transfer Agreement.

DEPOSIT INSURANCE AGREEMENT

By Signing below, I/we understand the following disclosure statement: This institution is not federally insured, and if the institution fails, the Federal Government does not guarantee that depositors will get back their money.

X [Signature] 7/12/06  
Signature Date

X [Signature] 7/12/06  
Signature Date

X \_\_\_\_\_  
Signature Date

X \_\_\_\_\_  
Signature Date

CREDIT UNION USE ONLY

See Account Authorization Card

See Insurance Beneficiary Card

Date of Membership 7/12/06 Opened/App'd by [Signature] Member Verification \_\_\_\_\_

Credit Report

Check Verify 62-13

PIN Request

Access Card

Audio Response

PC Access/Internet Banking

# **EXHIBIT “F”**

# Wire Transfer Order

Number: 10819

*First American Title Insurance Company Lenders Advantage*

File No.: 116-2280375	Issued By: Laura Seralbe
PR: 32884 - Nevada Region	Issued Date/Time: 07/13/2006 03:39:18 PM
Office: 116 - 116 - Lenders Advantage (184)	Transmission Date/Time:
Officer: Laura Seralbe	Amount: \$37,817.64

## ORIGINATOR

Account Number 153791216598	Bank Name U.S. Bank -
Information 2280375	

## RECEIVING BANK

ABA Number 322484265	Bank Name Silver State Schools Credit Union
Bank Address	

## BENEFICIARY

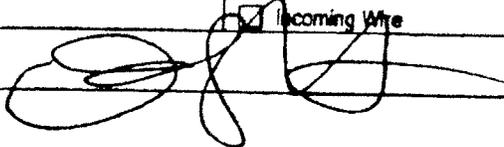
Account Number 14928602	Beneficiary Name
Beneficiary Address 1320 Spague Street; Henderson, NV 89015	
Additional Information cashout proceeds	
Advice	

## CUSTOMER AUTHORIZATION

_____ Signature	_____ Signature
_____ Printed Name and Title	_____ Printed Name and Title

## BANK USE ONLY

Fund Held/Credit	Credit Code	CALLBACK	
Available Funds		Name	Initials
Fees		Method of Payment	
<input type="checkbox"/> Analysis	<input type="checkbox"/> Charge To Account	<input type="checkbox"/> Debit Account Number	<input type="checkbox"/> Check Received
<input type="checkbox"/> Waived	<input type="checkbox"/> Included in Check	<input checked="" type="checkbox"/> Incoming Wire	<input type="checkbox"/> Other
SPECIAL INSTRUCTIONS/NOTES			



# **EXHIBIT “G”**

07-09071

04/17/07

1002263561

0140129 000000206 (P)SC N2 0068405

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**In accordance with the Fair Debt Collection Practices Act, you are hereby given notice of the following:**

1. Although you are not required to pay the total debt (or balance) of the account prior to its maturity or acceleration, federal law requires Specialized Loan Servicing to provide you with the amount of the debt. As of 04/17/07, the amount of the unpaid principal balance is \$156,000.00. This letter is in no way intended as a payoff statement and you must not rely upon this letter for purposes of paying off your mortgage.
2. Specialized Loan Servicing LLC is the current creditor to whom the debt is owed. If you request in writing within 30 days after you receive this notice, we will provide you with the name and address of the original creditor if different than the current creditor.
3. Unless within 30 days after you receive this notice you dispute the validity of the debt or a portion thereof, the debt will be assumed to be valid. If you notify us in writing within 30 days after you receive this notice that you dispute the debt or a portion thereof, we will obtain and mail to you verification of the debt.
4. Please be advised that we are attempting to collect a debt and any information obtained will be used for that purpose.

If you are a customer in bankruptcy or a customer who has received a bankruptcy discharge of this debt, please be advised that this letter constitutes neither a demand for payment of the captioned debt nor a notice of personal liability to any recipient hereof who might have received a discharge of such debt in accordance with applicable bankruptcy laws or who might be subject to the automatic stay of Section 362 of the United States Bankruptcy Code.

If you believe that you are entitled to the benefits as outlined in the Servicemembers' Civil Relief Act, you should promptly provide us with evidence of your active duty status.

Specialized would like you to be aware that if you are unable to make payments or resume payments within a reasonable period of time due to a reduction in your income resulting from a loss or reduction in your employment, you may be eligible for Homeownership Counseling. Please contact the HUD toll free number (800) 569-4287 to obtain a list of HUD approved nonprofit organizations serving your area.

If you have any questions, regarding this letter, please contact Specialized Loan Servicing, LLC at 800-315-4757 Monday through Friday, from 7:00 a.m. to 7:00 p.m. (MT). TDD number - 800-268-9419 Monday through Friday, from 8:00 a.m. to 5:00 p.m. (MT)

Specialized requests that all payments be made in certified funds, cashier's check or money order(s) payable to and mailed to Specialized Loan Servicing LLC, Attention: Customer Assistance Department to one of the below addresses. (always include Loan Number with your payment):

**VIA Regular Mail**

Specialized Loan Servicing, LLC  
190 Box 105219  
Atlanta, GA 30348-5219

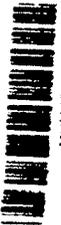
**VIA Over Night Address**

Specialized Loan Servicing, LLC  
8742 Lucant Blvd, Suite 300  
Highlands Ranch, CO 80129

**VIA Western Union Quick Collect**

Code City: PAYSIS  
Code State: CO  
Reference: Loan Number

The matters discussed herein are of extreme importance. We trust you will give them appropriate attention.  
SPECIALIZED LOAN SERVICING, LLC  
Customer Assistance Department



**CERTIFICATE OF SERVICE**

**I certify that I am an employee of the State of Nevada, Department of Business and Industry, Division of Mortgage Lending, and that on February 23, 2009, I deposited in the U.S. mail, postage prepaid via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing, ORDER TO CEASE AND DESIST, NOTICE OF INTENT TO REVOKE MORTGAGE AGENT LICENSE, NOTICE OF INTENT TO IMPOSE FINE AND NOTICE OF RIGHT TO REQUEST HEARING for RICKY ALLEN HORNER, addressed as follows:**

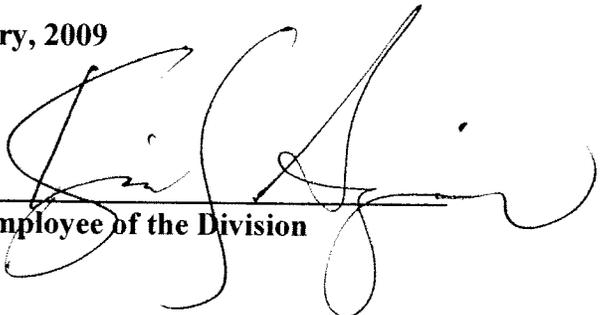
**Ricky Allen Horner  
1706 Night Shadow  
North Las Vegas, NV 89031**

**Certified Receipt Number: 7006 2760 0000 0875 8950**

**Ricky Allen Horner  
5600 E. Russell Rd  
Las Vegas, NV 89122**

**Certified Receipt Number: 7006 2760 0000 0875 9254**

**DATED this 23rd day of February, 2009**

**By:   
Employee of the Division**