1	STATE OF NEVADA
2	DEPARTMENT OF BUSINESS AND INDUSTRY
3	DIVISION OF MORTGAGE LENDING
4	In re:
5	Castro Enterprise, Jose Castro and
6	Angeles Castro
7	Respondents.
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9 10	ORDER TO CEASE AND DESIST, NOTICE OF INTENT TO ORDER RESTITUTION.
10	NOTICE OF INTENT TO IMPOSE FINE, AND NOTICE OF RIGHT TO REQUEST HEARING
12	
13	The licensing and regulation of loan modification consultants, foreclosure consultants
14	and other persons providing 'covered services' as defined in Nevada Revised Statutes
15	("NRS") 645F.310 in the State of Nevada is governed by Chapter 645F of NRS and is also
16	governed by the permanent regulation R052-09 promulgated pursuant thereto (the
17	"Regulation"). The State of Nevada, Department of Business and Industry, Division of
18	Mortgage Lending (the "Division") has the general duty to exercise supervision and control
19	over covered service providers, foreclosure consultants and loan modification consultants.
20	See Chapter 645F of NRS and the Regulation. Pursuant to that authority, the Division makes
21	the following Factual Allegations, Violations of Law, and Order, as follows:
22	FACTUAL ALLEGATIONS
23	1. Based upon information and belief, at all relevant times herein mentioned,
24	Castro Enterprise (hereinafter "Castro") was and is a corporation organized and existing under
25 26	the laws of the State of Nevada with an office located at 1040 E. Sahara Ave., Suite 102, Las
26	Vegas, Nevada 89104 Currently, Castro's status with the Nevada Secretary of State is
27	
	"active."
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2. On approximately November 25, 2009, Castro submitted to the Division an application for a license as a covered service provider ("independent licensee"), identified as Application File No. 3490, pursuant to Chapter 645F of NRS of the Regulation.

3. Subsequently, the Division issued a "welcome letter" to Castro, advising that Castro was authorized during the licensing process to conduct the 'covered service' activities for which it had applied.

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4. On approximately May 21, 2010, the Division sent a letter to Castro itemizing multiple deficiencies in its application and instructing Castro to correct the deficiencies and submit the items enumerated in the Division letter within 30 days.

5. Castro failed to respond to the letter of May 21, 2010 or correct the deficiencies and submit the enumerated items.

6. As a result of Castro's failure to correct and submit the itemized deficiencies in its application within 30 days, the Division sent Castro a letter on approximately June 22, 2010, via certified mail, which:

a. Advised Castro that (i) its application for a license as a covered service
 provider "is deemed abandoned," pursuant to the Regulation; and (ii) its "authorization to
 continue to conduct business is cancelled, effective immediately;" and

b. Instructed Castro to "(i) cancel all contracts with homeowners and refund
 all homeowners moneys [Castro] was holding in trust to the homeowners, or (ii) obtain the
 written consent of the homeowners to transfer their files, moneys and contracts to another
 bonded independent licensee, HUD approved counseling service or other entity exempt from
 Chapter 645F. In either event, [Castro] was required to provide written documentation to the
 Division of the actions [Castro] has taken within ten (10) days of this letter..."

7. Castro failed to comply with the provisions of the June 22, 2010 letter.

8. On approximately July 21, 2010, Castro submitted to the Division an application

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for a license as a covered service provider ("independent licensee"), identified as Application File No. 3598, pursuant to Chapter 645F of NRS of the Regulation. The Division currently classifies Castro's license as "pending license application."

9. Based upon information and belief, at all relevant times herein mentioned, Jose A. Castro (hereinafter "Jose") was and still is the 100% owner of Castro, and conducted, and continues to conduct, activities on its behalf as a loan modification consultant, foreclosure consultant or covered service provider.

10. On approximately November 25, 2009, Jose submitted to the Division an application for a license as a covered service provider ("associated licensee"), identified as Application File No. 47038, pursuant to Chapter 645F of NRS of the Regulation. The Division currently classifies Jose's application as "withdrawn-application abandoned."

11. Based upon information and belief, at all relevant time herein mentioned, Angeles Castro (hereinafter "Angeles") was affiliated with, or employed by, and continues to be affiliated with, or employed by Castro, and conducted, and continues to conduct, activities on its behalf as a loan modification consultant, foreclosure consultant or covered service provider.

12. On approximately November 25, 2009, Angeles submitted to the Division an application for a license as a covered service provider ("associated licensee"), identified as Application File No. 47048, pursuant to Chapter 645F of NRS of the Regulation. The Division currently classifies Angeles' application as "license application pending."

13. Based upon information and belief, at all relevant times herein mentioned, Castro, Jose and Angeles (hereinafter collectively "Respondents") advertised services as, provided services of, engaged in, carried on or held themselves out as engaging in or carrying on, and continue to advertise services as, provide services of, engage in, carry on or hold themselves out as engaging in or carrying on, the activities of a loan modification consultant,

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foreclosure consultant or covered service provider.

14. Based upon information and belief, and at all relevant times herein mentioned, Complainant XC (hereinafter "Complainant") was the owner of certain real property located on Perryville Ave, Las Vegas, Nevada 89106 (hereinafter "Property").

15. On approximately September 3, 2010, the Division received a written complaint from Complainant (hereinafter "Complaint") alleging, among other things, that:

a. Between approximately November 1, 2009 and December 15, 2009, Complainant paid Respondents a total of Two Thousand Dollars and No Cents (\$2,000.00), and entered into a "Service Agreement" with Castro Enterprise (a true and correct copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference as though set forth in full) to negotiate the modification of his mortgage loan secured by the Property and/or to keep the property from being foreclosed;

b. From approximately November 2009 to August 2010, Respondents offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant and/or prevent the Property from going to foreclosure, or to provide other covered services, as defined in NRS 645F.310, for Complainant;

c. Respondents failed to provide the loan modification or covered service provider services for which Complainant had paid Respondents;

d. When Respondents failed to provide the loan modification or covered services for which Complainant paid Respondents, Complainant requested a full refund on or about June 18, 2010; and

e. To date, Respondents have not refunded the Two Thousand Dollars and No Cents (\$2,000.00) owed Complainant.

16. Pursuant to the Regulation, "[w]hether or not a complaint has been filed, the Commissioner may investigate a licensee or other person if, for any reason, it appears

that...[t]he licensee or other person is offering or providing any of the services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaging in, carrying on or holding himself out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without being appropriately licensed or exempt from licensing pursuant to the provisions of this chapter or chapter 645F of NRS...." See Section 105(1)(b) of the Regulation.

17. Pursuant to NRS 645F.310, "covered service" includes, without limitation:

1. Financial counseling, including, without limitation, debt counseling and budget counseling; 2. Receiving money for the purpose of distributing it to creditors in payment or partial payment of any obligation secured by a mortgage or other lien on a residence in foreclosure; 3. Contacting a creditor on behalf of a homeowner; 4. Arranging or attempting to arrange for an extension of the period within which a homeowner may cure a default and reinstate an obligation pursuant to a note, mortgage or deed of trust; 5. Arranging or attempting to arrange for any delay or postponement of the time of a foreclosure sale; 6. Advising the filing of any document or assisting in any manner in the preparation of any document for filing with a bankruptcy court; and 7. Giving any advice, explanation or instruction to a homeowner which in any manner relates to the cure of a default in or the reinstatement of an obligation secured by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the obligation, or the postponement or avoidance of a foreclosure sale.

18. Pursuant to the Regulation, "[a] person shall not advertise services as, provide any of the services of, act as or conduct business as a covered service provider, foreclosure consultant or loan modification consultant or otherwise engage in, carry on or hold himself out as engaging in or carrying on the activities of a covered service provider, foreclosure consultant or loan modification consultant unless the person has a license as a covered service provider, foreclosure consultant or loan modification consultant, as applicable, issued pursuant to this chapter and chapter 645F of NRS." See Section 17 of the Regulation.

19. Pursuant to the Regulation, "[i]t is unlawful for any person to provide or offer to provide any of the services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise to engage in, carry on or hold himself out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without first obtaining the applicable license issued pursuant to this chapter and chapter 645F of NRS, unless the person" is exempt from licensing and complies with the requirements for that exemption. <u>See</u> Section 102 of the Regulation.

20. After receiving the Complaint regarding Respondents, the Division conducted an investigation which revealed, among other things, that:

a. From approximately November 2009 through August 2010, Respondents offered to provide, or provided, for compensation, services to obtain a mortgage loan modification for Complainant and/or offered to provide, or provided, other covered services, as defined in NRS 645G.310, for Complainant;

b. Respondents failed to provide the services for which Complainant XC paid Respondents Two Thousand Dollars and No Cents (\$2,000.00) (the "Restitution Amount");

c. Respondents continue to advertise services as, provide the services of, act as or conduct business as a covered service provider, foreclosure consultant or loan modification consultant or otherwise engage in, carry on or hold themselves out as engaging in or carrying on the activities of a covered service provider, foreclosure consultant or loan modification consultant as evidenced by information on Respondent's website at <u>www.castroenterprise.com</u> (a true and correct copy of which is attached hereto as **Exhibit** "**B**" and incorporated herein by reference as though set forth in full);

d. Respondents continue to advertise services as, provide the services of,

act as or conduct business as a covered service provider, foreclosure consultant or loan modification consultant or otherwise engage in, carry on or hold himself out as engaging in or carrying on the activities of a covered service provider, foreclosure consultant or loan modification consultant as was verified by Division Investigators ("DK") and ("AG) by a site visit on October 8, 2010, to the office location of Castro Enterprises located at 1040 E. Sahara Ave., Suite 102, Las Vegas, Nevada 89104;

e. Castro failed to comply with the Division's letter of June 22, 2010 advising Castro its application for a license covered service provider "is deemed abandoned," and Castro was to cease conducting business effective immediately but instead continued to engage in, carry on or hold itself out as engaging in or carrying on the activities of a covered service provider, foreclosure consultant or loan modification consultant as evidenced by the communication Castro faxed to GMAC Mortgage Services on behalf of Complainant on August 2, 2010 (a true and correct copy of which is attached hereto as **Exhibit "C"** and incorporated herein by reference as though set forth in full);

f. Neither Respondent Castro, Jose, nor Angeles has been issued a license by the Division as a loan modification consultant, foreclosure consultant or covered service provider (whether as an independent licensee or associated licensee), pursuant to Chapter 645F of NRS and the Regulation; and

g. At all relevant times herein mentioned, neither Castro, Jose, nor Angeles was or is exempt from the licensing requirements of Chapter 645F of NRS and the Regulation.

21. Pursuant to the Regulation, "[f]or each violation committed by a person who engages in an activity for which licensure as a covered service provider, foreclosure consultant or loan modification consultant is required under this chapter and chapter 645F of NRS, without regard to whether the person is licensed under this chapter and chapter 645F of NRS, the Commissioner may impose upon the person an administrative fine of not more than

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\$10,000...if the person...[d]oes not conduct business in accordance with law or has violated any provision of this chapter or chapter 645F of NRS or any order of the Commissioner...[or] [has offered or provided any services prescribed under this chapter or chapter 645F of NRS requiring licensure and the person did not have such a license and was not exempt from licensing at the time the person engaged in the activities...." <u>See</u> Sections 103(3)(c) and (w) of the Regulation.

22. Pursuant to the Regulation, "[a] person who engages in an activity for which licensure as a covered service provider, foreclosure consultant or loan modification consultant is required under this chapter and chapter 645F of NRS, without regard to whether the person is licensed under this chapter and chapter 645F of NRS, may be required by the Commissioner to pay restitution to any person who has suffered an economic loss as a result of a violation of the provisions of this chapter or chapter 645F of NRS...." <u>See</u> Section 103(2) of the Regulation.

23. Pursuant to the Regulation, "[i]f a person engages in an activity in violation of the provisions of this chapter or chapter 645F of NRS or an order of the Commissioner, the Commissioner may issue an order directing the person to cease and desist from engaging in the activity." *See* Section 108(1) of the Regulation.

VIOLATIONS OF LAW

After investigation, the Division determined that, at all relevant times since June 22, 2010, Respondents, and each of them, offered or provided services of a covered services provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered services provider, foreclosure consultant or loan modification consultant without having been issued a license by the Division and without being exempt from licensing pursuant to the provisions of Chapter 645F of NRS or the Regulation, in violation of Chapter 645F of NRS and

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Section 17, 103(3)(c) and 105(1)(b) of the Regulation.

<u>ORDER</u>

NOW, THEREFORE, THE COMMISSIONER OF THE DIVISION HEREBY ORDERS, pursuant to Chapter 645F of NRS and Section 108(1) of the Regulation, after having determined that Respondents offered or provided services of a covered service provider, foreclosure consultant or loan modification consultant or otherwise engaged in, carried on or held themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant or loan modification consultant without having been issued a license by the Division and without being exempt from licensing, in violation of Chapter 645F of NRS and the Regulation, that **RESPONDENTS, AND EACH OF THEM, IMMEDIATELY CEASE AND DESIST** from the following activities:

1. Advertising for and/or soliciting covered services, foreclosure consultant and/or loan modification consultant business in the State of Nevada without having first received a license from the Division to conduct such activities; and

2. Offering or providing any of the services of a covered service provider, foreclosure consultant and/or loan modification consultant, or otherwise engaging in, carrying on or holding themselves out as engaging in or carrying on the business of a covered service provider, foreclosure consultant and/or loan modification consultant in the State of Nevada for which they have not received a license from the Division to conduct such activities.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 108(4) of the Regulation, that upon filing a verified petition with the Division within **twenty (20) days** of receipt of this Order to Cease and Desist, Respondents, and each of them, shall be entitled to a hearing with regard to the contents of this Order to Cease and Desist. Each Respondent is advised, however, that the provisions of this Order to Cease and Desist are effective

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immediately upon such Respondents being served therewith, whether or not such Respondents request a hearing.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 103(2) of the Regulation, that Respondents immediately (a) cancel all open or pending contracts, if any, with homeowners and refund to such homeowners all moneys collected by Respondents from such homeowners or (b) obtain the written consent of the homeowners to transfer their files, moneys and contracts to a licensed, bonded independent licensee, HUD-approved counseling service or other entity exempt from Chapter 645F of NRS.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 103(2) of the Regulation that Respondents refund the sum of Two Thousand Dollars and No Cents (\$2,000.00), the Restitution Amount, to Complainant XC.

IT IS FURTHER ORDERED, pursuant to Chapter 645F of NRS and Section 113(2) of the Regulation that upon written application to the Division within **twenty (20) days** of the date of this Order, Respondents, and each of them, shall be entitled to a hearing with regards to the contents of this Order referenced hereafter. At that hearing the Division will seek to impose an administrative fine against Respondents, jointly and severally, in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), payable to the Division on account of Respondents' violations of Chapter 645F of NRS and the Regulation, the Division's investigative costs in the amount of Seven Hundred Eight Dollars and No Cents (\$708.00), the Restitution Amount, as well as the Division's attorney's fees, if any, incurred herein, to be proven at the hearing.

NOTICE TO RESPONDENTS: If you request a hearing, you are specifically informed
 that you have the right to appear and be heard in your defense, either personally or through
 your counsel of choice at your own expense. At the hearing, if one is timely requested, the
 Division will call witnesses and present evidence against you. You have the right to respond

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1	and to present relevant evidence and argument on all issues involved. You have the right to					
2	call and examine witnesses, introduce exhibits and cross-examine opposing witnesses on any					
3	matter relevant to the issues involved.					
4	All notices to the Division must be sent by U.S. Postal Service or private carrier or					
5	delivery service to:					
6 7 8	Commissioner Division of Mortgage Lending 7220 Bermuda Road, Suite A Las Vegas, NV 89119					
9 10	Should Respondents, or either of them, not timely request a hearing within twenty (20)					
11	days of the date of this Order, the Division will enter a Final Order in this matter against					
12	Respondents, as required by Section 113(2) of the Regulation. The Division's Final Order will					
13	require payment by Respondents, jointly and severally, of the administrative fine, the					
14	Division's investigative costs, the Restitution Amount, and the Division's attorney's fees, within					
15	thirty (30) days of the entry of the Final Order.					
16	Dated this day of February, 2011.					
17 18	State of Nevada Department of Business and Industry Division of Mortgage Lending					
19 20						
20 21	By:					
22	Joseph L. Waltuch, Commissioner					
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EXHIBIT A

Castro Enterprise 2980 Klinger Circle Suite "B" Las Vegas NV 89121 Tel: (702) 672-1051 Fax: (702) 431-0393

**SERVICE ** AGREEMENT **

The Amount of fees you agree to pay CASTRO ENTERPRISE is not fixed by Nevada Law, and is negotiable between you and CASTRO ENTERPRISE. You may be able to obtain the same services at no cost from a housing counselor or by doing them yourself.

The Service to whom you agree and shall be provided to you are:

- 1. Financial counseling, including, without limitation, debt counseling and budget counseling.
- 2. Contacting a Creditor on your Behalf.
- 3. Arranging or attempting to arrange for any delay or postponement of the time of a foreclosure sale.
- 4. Advising the filing of any document and assisting you in any manner in the preparation of any document with the filing with your mortgage servicer.
- 5. Giving you the explanation or instruction to in which in any manner relates to the cure of a default in or the reinstatement of an obligation secured by a mortgage or other lien on the residence in foreclosure, the full satisfaction of the obligation, or the postponement or avoidance of a foreclosure sale.
- 6. Prevent or Postpone a Foreclosure sale;
- 7. Obtain any forbearance from any mortgagee or beneficiary of a deed of trust.
- 8. Assist you to exercise the right of reinstatement provided in the legal documents (were applicable).
- 9. Obtain any waiver of an acceleration clause contained ion any prommissory note or contract secured by a mortgage on a residence in foreclosure or included in a mortgage or deed of trust.
- 10. Assist you in foreclosure or loan default a loan or advance in Money.
- 11. Avoid or ameliorate the impairment of the homeowners credit resulting from the recording of a notice of default or the conduct of a foreclosure sale.
- 12. Save your home from foreclosure and or Assist you to obtain a foreclosure re conveyance.
- 13. A change in a payment amount
- 14. A change in a loan amount
- 15. A loan forbearance.
- 16. A change in the loan maturity.
- 17. A change in the interest rate.

Page 1 of 2

LAS VEGAS	NV	89106	I

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Third Party Authorization and Agreement to Release

Account Number:
TERESA C. DUENAS
XOCHITL CORTES
Property Address: LAS VEGAS NV 89106
I do hereby authorize GMAC Mortgage, LLC(my lender/mortgage servicer) to release or otherwise provide to
Angeles Castro of <u>Casho Enterprise</u> in his/her capacity as Name Of <u>Casho Enterprise</u> in his/her capacity as
Relationship (if applicable) Phone #
public and non-public personal financial information contained in my loan account which may include, but is not limited to; loan balances, final payoff statement, loan status, payment history, payment activity, and/or property information.
We, the lender/mortgage servicer, will take reasonable steps to verify the identity of the 3 rd party authorized above, but will have no responsibility or liability to verify the true identity of the requestor when he/she asks to discuss my account or seeks information about my account. Nor shall we, the lender/mortgage servicer, have any responsibility or liability for what the requestor may do with the information he/she obtains concerning my account.
I do hereby indemnify and forever hold harmless the lender/mortgage servicer, from all actions and causes of actions, suits, claims, attorney fees, or demands against the lender/mortgage servicer which I and/or my heirs may have resulting from the lender/mortgage servicer discussing my loan account and/or providing any information concerning my loan account to the above named requestor or person identifying themselves to be that requestor.
If you agree to this Authorization and the terms of the Release as stated above, please sign, date, and fax this form to 866-501-1610.
NOTE: No information concerning your account will be provided until we have received this executed document. The authorization needs to be in the name of an individual (not a company) and a form needs to be completed for each authorized individual. All parties on the Mortgage
must sign.
12-15-69
Printed Customer Name Date

Qustomer Signature

Customer Signature

Date

You have the right to rescind without penalty or obligation a contract at any time before midnight of the third business day after the date on which YOU sign this service agreement. Expiration Date: 12 - 04 - 09 at 7:00 amon.

You may cancel a contract upon written notification at any time after the expiration of the rescission period.

Schedule of Fee's

1.	Consultation	\$ Free
2.	Collection of documents and application	\$ 500.00
3.	Financial & Expense Work Sheet	\$ 500.00
4.	Approval of Complete Documentation	\$ 500.00
5.	Offer from Servicer	\$ 500.00
6.	Total Cost and or Fee's	\$ 2000.00

Whom which will be paid and agreed to pay as follows;

\$ 1,000.00 (One thousand dollars) At the initiation of Services to cover Collection of Documents, Applications, and Financial & Expense Work Sheet, and or at this date 12 - 1 - 69.

The 2nd part of \$ 1,000.00 (One thousand dollars) the Scheduled Service Fee's a total of 14 days and or on this date 12 - 15 09.

We will provide a full refund of all compensation paid by you for phases of the services not fully performed.

If Fee's are not paid in full on the time of the scheduled service dates **CASTRO ENTERPRISE** holds the right to cancel service unless otherwise agreed in a other date not specified.

Höme Owner |2 - 1 - 0 9 Date:

Castro Enterprise	
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CASTRO ENTERPRISE

1040 E Sahara Suite 102				
Ins Vegas NV 89104				
-	702 610 0392			
FAX	702 489 2418			

FAX COVER SHEET

Io: <u>GMAC Martine Services</u> From: Angeles Casiro

</ Name:_

702-610 0397 Date: 8-2-10

Loan No: 030/427/0171 Pages: 5

Department: Loss Mitigation - Re: Loan Modification

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I.as Veges JNV 89104	
CHONE: 702 610 0-392	,
EAX: 702 489 2418	•
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To: GMAC Mortgage Sources From: A	ngeles Castro
To: <u>GMAC Montanue Sorvices</u> From: <u>A</u> Chiertí Fax: <u>I-8/1/- 709 - 4744</u> Name:	/ 0
Phone: 702-610-0397 Date: 8	
Loan No: 030/727/0171 Pages:	5
Department: Loss Mitigation - Re: Loa	n Modification
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EXHIBIT C

Castro Enterprise

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Home

Since 2008, **Castro Enterprise** has been working closely with homeowners to help them work through the challenge of upside down housing loans and growing debt. We are glad to provide a multitude of solutions to help you keep your home. Whether your home's value is upside down or you are behind on payments, we have the knowledge and experience to help. Other services we provide include loan modification and assisting with new home loan purchases. Facing mounting housing debt can be stressful and hard, but **Castro Enterprise** will work with you to overcome these challenges and help you stay in your home. Our services are available in English or Spanish. Call us today for more information or a free consultation.



Castro Enterprise 1040 E Sahara Ave., Suite 140 Las Vegas, NV 89104

Hours of Operation: Monday – Friday, 9 a.m. to 5 p.m.; Saturday, 9 a.m. to 2 p.m.; Closed Sunday

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Services
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Sign In



Call today and receive a **free consultation**!

702-425-3997



Contact Us

As housing costs continue to rise and home debt grows, you can't afford not to call **Castro Enterprise** as soon as possible and have their home loan specialists begin working on helping you save your house. No matter what your home type or loan amount is our staff can start working with you to reconcile loans and debt and put you on the path toward financial stability. Call our office today to find out more about how we can help you, our rates and availability.

Castro Enterprise 1040 E Sahara Ave., Suite 140

Las Vegas, NV 89104 Phone: **702-425-3997** Fax: 702-489-5238 Hours of Operation: Monday – Friday, 9 a.m. to 5 p.m.



CHECK

Saturday, 9 a.m. to 2 p.m. Closed Sunday



Castro Enterprise

1040 E Sahara Ave., Suite 140 Las Vegas, NV 89104 Phone: 702-425-3997 • Fax: 702-489-5238 Hours of Operation: Monday – Friday, 9 a.m. to 5 p.m.; Saturday, 9 a.m. to 2 p.m.; Closed Sunday

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