

ASSEMBLY BILL NO. 388—ASSEMBLYMAN OHRENSCHALL

MARCH 21, 2011

Referred to Committee on Judiciary

SUMMARY—Revises provisions relating to real property. (BDR 9-568)

FISCAL NOTE: Effect on Local Government: No.
Effect on the State: No.

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EXPLANATION – Matter in *bolded italics* is new; matter between brackets [omitted material] is material to be omitted.

AN ACT relating to real property; revising provisions governing the exercise of the power of sale under a deed of trust concerning owner-occupied real property; providing civil remedies for failure to comply with certain provisions governing the exercise of the power of sale under a deed of trust concerning owner-occupied real property; providing civil penalties; and providing other matters properly relating thereto.

Legislative Counsel’s Digest:

1 Under existing law, the trustee under a deed of trust concerning owner-
2 occupied housing has the power to sell the property to which the deed of trust
3 applies, subject to certain restrictions. (NRS 107.080, 107.085, 107.086) **Sections**
4 **4-22** of this bill establish additional restrictions on the trustee’s power of sale with
5 respect to owner-occupied housing which are based on Senate Bill No. 729 of the
6 current session of the California Legislature, as amended. **Section 23** of this bill
7 provides that these additional restrictions apply only to a notice of default and
8 election to sell which is recorded on or after July 1, 2011.

9 **Section 13** prohibits the recording of a notice of default and election to sell
10 unless reasonable and good faith efforts have been made to evaluate the borrower
11 for all available alternatives to the exercise of the trustee’s power of sale. **Section**
12 **14** prohibits the recording of a notice of default and election to sell until the trustee,
13 beneficiary or authorized agent complies with certain requirements regarding
14 contact with, or attempts to contact, the borrower. Under **section 15**, if an eligible
15 borrower requests, either orally or in writing, a loan modification, a notice of
16 default and election to sell may not be recorded unless the borrower’s application
17 has been reviewed in good faith and a decision has been rendered on that
18 application. **Sections 17 and 19** require a declaration of compliance to be recorded
19 with the notice of default and election to sell and **section 17** provides a form for
20 that declaration. **Section 18:** (1) authorizes a borrower to bring a civil action to



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21 enjoin a trustee's sale, to void a trustee's sale and to recover a specified amount of
22 damages and reasonable attorney's fee and costs under certain circumstances; (2)
23 authorizes the Attorney General to obtain civil penalties for violations of the
24 provisions of this bill; and (3) provides that a violation of the provisions of this bill
25 by a person which is licensed in this State is deemed to be a violation of the law
26 governing that license.

27 Additionally, **section 19:** (1) requires a life-of-loan accounting containing
28 certain information to be included with the copy of the notice of default and
29 election to sell which is mailed to the borrower; and (2) prohibits the recording of a
30 notice of sale if the borrower has entered into a contract to sell the property which
31 has been approved by the lender or the borrower has requested approval of such a
32 contract but the lender has not yet approved or disapproved the sale.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 **Section 1.** (Deleted by amendment.)

2 **Sec. 2.** (Deleted by amendment.)

3 **Sec. 3.** (Deleted by amendment.)

4 **Sec. 4.** Chapter 107 of NRS is hereby amended by adding
5 thereto the provisions set forth as sections 5 to 18, inclusive, of this
6 act.

7 **Sec. 5.** *As used in sections 5 to 18, inclusive, of this act,*
8 *unless the context otherwise requires, the words and terms defined*
9 *in sections 6 to 11, inclusive, of this act have the meanings*
10 *ascribed to them in those sections.*

11 **Sec. 6.** *“Authorized agent” means an agent designated by a*
12 *trustee or beneficiary to act on behalf of the trustee or beneficiary.*

13 **Sec. 7.** *“Beneficiary” means the beneficiary of a deed of*
14 *trust which concerns owner-occupied housing.*

15 **Sec. 8.** *“Borrower” means the grantor of a deed of trust*
16 *which concerns owner-occupied housing or the person who holds*
17 *the title of record.*

18 **Sec. 9.** *“Mortgage servicer” means a person responsible for*
19 *the day-to-day management of a mortgage loan account,*
20 *including, without limitation, collecting and crediting periodic*
21 *loan payments, handling any escrow account or enforcing*
22 *mortgage loan terms either as the holder of the loan note or on*
23 *behalf of the holder of the loan note.*

24 **Sec. 10.** *“Owner-occupied housing” has the meaning*
25 *ascribed to it in NRS 107.086.*

26 **Sec. 11.** *“Trustee” means the trustee under a deed of trust*
27 *which concerns owner-occupied housing.*

28 **Sec. 12. 1.** *In addition to the requirements of NRS 107.085*
29 *and 107.086, the exercise of the power of sale pursuant to NRS*
30 *107.080 with respect to any trust agreement which concerns*



1 *owner-occupied housing is subject to the provisions of sections 5*
2 *to 18, inclusive, of this act.*

3 *2. The provisions of sections 5 to 18, inclusive, of this act*
4 *apply only to a deed of trust under a trust agreement which*
5 *concerns owner-occupied housing.*

6 **Sec. 13.** *1. A trustee, beneficiary or authorized agent shall*
7 *not record a notice of default and election to sell pursuant to*
8 *subsection 3 of NRS 107.080 unless the trustee, beneficiary or*
9 *authorized agent makes reasonable and good faith efforts to*
10 *evaluate the borrower for all available loss mitigation options to*
11 *avoid foreclosure.*

12 *2. This section must not be construed to require a trustee,*
13 *beneficiary or authorized agent to act in a manner inconsistent*
14 *with the terms of any applicable contract for the servicing of the*
15 *loan at issue.*

16 **Sec. 14.** *1. Except as otherwise provided in this section, a*
17 *trustee, beneficiary or authorized agent shall not record a notice*
18 *of default and election to sell pursuant to subsection 3 of NRS*
19 *107.080 until:*

20 *(a) Thirty days after initial contact is made with the borrower*
21 *as required by subsection 2 or 30 days after satisfying the*
22 *requirements of subsection 5; and*

23 *(b) If applicable, the requirements of section 15 of this act*
24 *have been satisfied.*

25 *2. Except as otherwise provided in subsection 6, a beneficiary*
26 *or its authorized agent shall contact the borrower in person or by*
27 *telephone to assess the borrower's financial situation and to*
28 *explore options to avoid the exercise of the trustee's power of sale*
29 *pursuant to NRS 107.080. During the initial contact, the*
30 *beneficiary or its authorized agent shall advise the borrower that*
31 *he or she has the right to request a subsequent meeting and, if*
32 *requested, the beneficiary or its authorized agent shall schedule*
33 *the meeting to occur within 14 days. The assessment of the*
34 *borrower's financial situation and the discussion of the options to*
35 *avoid the exercise of the trustee's power of sale may occur during*
36 *the initial contact or at the subsequent meeting scheduled for that*
37 *purpose. In either case, the beneficiary or its authorized agent*
38 *shall provide to the borrower the toll-free telephone number made*
39 *available by the United States Department of Housing and Urban*
40 *Development to find a housing counseling agency certified by that*
41 *Department and, if the borrower may be eligible for a loan*
42 *modification, a deadline for the borrower to submit an initial*
43 *application for a loan modification which must not be earlier than*
44 *45 days after the initial contact.*



1 3. *The loss mitigation personnel of the beneficiary or its*
2 *authorized agent may participate by telephone during any contact*
3 *required by this section.*

4 4. *A borrower may designate, in writing, a housing*
5 *counseling agency certified by the United States Department of*
6 *Housing and Urban Development, an attorney or any other*
7 *advisor to discuss with the beneficiary or its authorized agent, on*
8 *the borrower's behalf, the borrower's financial situation and*
9 *options for the borrower to avoid the exercise of the trustee's*
10 *power of sale. Contact with a person or agency designated by a*
11 *borrower pursuant to this subsection satisfies the requirements of*
12 *subsection 2. A loan modification or workout plan offered to a*
13 *person or agency designated by a borrower pursuant to this*
14 *subsection is subject to approval by the borrower.*

15 5. *Subject to the requirements of section 15 of this act and*
16 *except as otherwise provided in subsection 6, even if the*
17 *beneficiary or its authorized agent has not contacted the borrower*
18 *as required by subsection 2, a notice of default may be recorded*
19 *pursuant to subsection 3 of NRS 107.080 if the beneficiary or its*
20 *authorized agent has taken all the following actions:*

21 (a) *The beneficiary or its authorized agent has mailed by*
22 *registered or certified mail, return receipt requested and with*
23 *postage prepaid, to the borrower a letter which includes:*

24 (1) *The toll-free telephone number made available by the*
25 *United States Department of Housing and Urban Development to*
26 *find a housing counseling agency certified by that Department;*
27 *and*

28 (2) *If the borrower may be eligible for a loan modification,*
29 *a deadline for the submission of an initial application for a loan*
30 *modification which must not be earlier than 45 days after the date*
31 *of the letter mailed pursuant to this paragraph or 45 days after the*
32 *date on which the beneficiary or its authorized agent made initial*
33 *contact with the borrower pursuant to subsection 2, whichever is*
34 *earlier.*

35 (b) *After mailing the letter required by paragraph (a), the*
36 *beneficiary or its authorized agent has attempted to contact the*
37 *borrower by telephone at least 3 times at different hours and on*
38 *different days. Telephone calls made pursuant to this paragraph*
39 *must be made to the primary telephone number of the borrower*
40 *which is on file with the beneficiary. The beneficiary or its*
41 *authorized agent satisfies the requirements of this paragraph if it*
42 *determines, after attempting contact pursuant to this paragraph,*
43 *that the primary telephone number of the borrower on file and any*
44 *secondary telephone numbers on file have been disconnected.*



1 (c) *If the borrower does not respond within 2 weeks after the*
2 *beneficiary or its authorized agent has satisfied the requirements*
3 *of paragraph (b), the beneficiary or its authorized agent has*
4 *mailed to the borrower, by registered or certified mail, return*
5 *receipt requested and with postage prepaid, a letter which includes*
6 *the information required by paragraph (a).*

7 (d) *The beneficiary or its authorized agent provides a means*
8 *for the borrower to contact the beneficiary or its authorized agent*
9 *in a timely manner, including, without limitation, a toll-free*
10 *telephone number that will provide access to a live representative*
11 *during business hours.*

12 (e) *The beneficiary or its authorized agent posts a prominent*
13 *link on its Internet website, if any, to the following information:*

14 (1) *Options that may be available to borrowers who are*
15 *unable to afford their mortgage payments and who wish to avoid*
16 *the exercise of the trustee's power of sale, and instructions to such*
17 *borrowers advising them on steps to take to explore those options.*

18 (2) *A list of financial documents the borrower should*
19 *collect and be prepared to present to the beneficiary or its*
20 *authorized agent when discussing options for avoiding the*
21 *exercise of the trustee's power of sale.*

22 (3) *A toll-free telephone number for borrowers who wish to*
23 *discuss with the beneficiary or its authorized agent options for*
24 *avoiding the exercise of the trustee's power of sale.*

25 (4) *The toll-free telephone number made available by the*
26 *United States Department of Housing and Urban Development to*
27 *find a housing counseling agency certified by that Department.*

28 6. *The requirements of subsections 1, 2 and 5 do not apply if*
29 *the borrower:*

30 (a) *Has surrendered the property as evidenced by either a letter*
31 *confirming the surrender or delivery of the keys to the property to*
32 *the trustee, beneficiary or authorized agent;*

33 (b) *Has contracted with a person whose primary business is*
34 *advising persons who have decided to leave their homes on how to*
35 *extend the foreclosure process and avoid their contractual*
36 *obligations to beneficiaries; or*

37 (c) *Has filed a petition pursuant to Title 11 of the United States*
38 *Code and the bankruptcy court has not entered an order closing or*
39 *dismissing the petition or granting relief from a stay of the*
40 *trustee's sale.*

41 **Sec. 15. 1.** *Except as otherwise provided in this section, if*
42 *an eligible borrower requests an application for a loan*
43 *modification, either orally or in writing, not later than 90 days*
44 *after the date on which the obligation became delinquent or not*
45 *later than 45 days after the beneficiary or its authorized agent*



1 *makes initial contact with the borrower pursuant to section 14 of*
2 *this act, whichever is later, the trustee, beneficiary or authorized*
3 *agent shall not record a notice of default and election to sell*
4 *pursuant to subsection 3 of NRS 107.080 unless and until it has,*
5 *in good faith, reviewed the application, rendered a decision on the*
6 *application and sent the borrower a denial explanation letter as*
7 *required by section 16 of this act.*

8 *2. If a borrower requests a loan modification, either orally or*
9 *in writing, by the deadline described in subsection 1, but does not*
10 *initially submit all the documentation or information the*
11 *beneficiary or its authorized agent requires to consider the*
12 *borrower for a loan modification, the beneficiary or its authorized*
13 *agent shall provide the borrower with a written notice that:*

14 *(a) Lists any supplemental documentation or information*
15 *required; and*

16 *(b) Includes the deadline for providing that documentation or*
17 *information, which must not be earlier than 30 calendar days*
18 *from the date on which the borrower receives the notice.*

19 *3. Except as otherwise provided in this subsection, if a*
20 *borrower requests a loan modification, either orally or in writing,*
21 *within 15 days after receiving a copy of the notice of default and*
22 *election to sell as required by subsection 3 of NRS 107.080 and*
23 *submits a completed application for a loan modification within 15*
24 *days after receiving application instructions from the mortgage*
25 *servicer or any other application deadline communicated in*
26 *writing by the mortgage servicer, whichever is later, the trustee,*
27 *beneficiary or authorized agent shall not record a notice of sale*
28 *pursuant to subsection 5 of NRS 107.080 until at least 10 business*
29 *days after it has, in good faith, reviewed the application, rendered*
30 *a decision on the application and sent the borrower a denial*
31 *explanation letter in accordance with section 16 of this act. This*
32 *subsection does not apply if a borrower applied for a loan*
33 *modification before the notice of default and election to sell was*
34 *recorded pursuant to subsection 3 of NRS 107.080 and the trustee,*
35 *beneficiary or authorized agent satisfied the requirements of*
36 *sections 16 and 17 of this act.*

37 *4. If the mortgage servicer has signed a Making Home*
38 *Affordable Servicer Participation Agreement with the Federal*
39 *National Mortgage Association or is otherwise required to review*
40 *the borrower's loan under the guidelines of the federal Making*
41 *Home Affordable Modification Program, compliance with*
42 *applicable rules of that program regarding deadlines and*
43 *timeframes for the borrower to submit and complete an*
44 *application for a loan modification satisfy the requirements of this*
45 *section while that program remains in effect.*



1 **5. The provisions of this section must not be construed:**

2 (a) *To require a mortgage servicer to perform services in a*
3 *manner inconsistent with the terms of any applicable contract for*
4 *the servicing of the loan at issue.*

5 (b) *To diminish in any way the obligations of a trustee,*
6 *beneficiary or authorized agent that has signed a Making Home*
7 *Affordable Servicer Participation Agreement with the Federal*
8 *National Mortgage Association or is otherwise required to review*
9 *a loan under the guidelines of the federal Making Home*
10 *Affordable Modification Program.*

11 **6. The requirements of this section do not apply if:**

12 (a) *The borrower has surrendered the property as evidenced by*
13 *either a letter confirming the surrender or delivery of the keys to*
14 *the property to the trustee, beneficiary or authorized agent; or*

15 (b) *The beneficiary or its authorized agent does not offer any*
16 *loan modifications.*

17 **Sec. 16. 1. If a borrower who requests a loan modification,**
18 *either orally or in writing, is denied either a permanent loan*
19 *modification or a trial period plan through the federal Making*
20 *Home Affordable Modification Program, the beneficiary or its*
21 *authorized agent shall mail to the borrower by certified mail, not*
22 *later than 10 business days following the denial, a denial*
23 *explanation letter that states the reason or reasons for the denial.*

24 **2. If an application for a loan modification is denied because**
25 *the borrower failed to provide all required documents or*
26 *information by the applicable deadline set forth in subsection 2 of*
27 *section 15 of this act, the denial explanation letter mailed*
28 *pursuant to subsection 1 must:*

29 (a) *Indicate the deadline for the submission of the documents*
30 *or information;*

31 (b) *List the documents or information that were not provided;*
32 *and*

33 (c) *State that the application for a loan modification was*
34 *denied for that reason.*

35 **3. If the borrower submits all required written application**
36 *materials for a loan modification by the applicable deadline as set*
37 *forth in subsection 2 or 3 of section 15 of this act and the*
38 *application is denied, the denial explanation letter must include:*

39 (a) *The date on which the beneficiary or its authorized agent*
40 *received the final materials required to complete its review of the*
41 *borrower's application for a loan modification.*

42 (b) *The date on which the beneficiary or its authorized agent*
43 *made the decision to deny the borrower's application for a loan*
44 *modification.*



1 (c) *If the beneficiary or its authorized agent was required to*
2 *consider the borrower for a loan modification under the*
3 *guidelines of the federal Making Home Affordable Modification*
4 *Program, the information required to be provided in the borrower*
5 *notice described in the most current version of the Making Home*
6 *Affordable Program Handbook for Servicers of Non-GSE*
7 *Mortgages and any subsequent amendments thereto.*

8 (d) *The reason or reasons the borrower did not qualify for a*
9 *loan modification, including, as applicable:*

10 (1) *If the denial is based on any investor guideline or*
11 *restriction on loan modifications, a description of the guideline or*
12 *restriction that resulted in the denial with a copy of the applicable*
13 *provision in the pooling and servicing agreement or other*
14 *controlling document evidencing that guideline or restriction;*

15 (2) *If the denial is based on the borrower's income or*
16 *expenses, the income and expense figures used to determine the*
17 *borrower's qualification for a loan modification, including,*
18 *without limitation, the borrower's gross and net monthly income,*
19 *property taxes and hazard insurance premiums;*

20 (3) *If the denial is based on a determination that the net*
21 *present value of the income stream expected from the modified*
22 *loan is not greater than the net present value of the income stream*
23 *that is expected from the loan without modification, all the inputs,*
24 *assumptions and calculations used to make that determination;*
25 *and*

26 (4) *If applicable, a finding that the borrower was previously*
27 *offered a loan modification but failed to successfully make*
28 *payments under the terms of the loan modification.*

29 (e) *The name and contact information of the holder of the note*
30 *for the borrower's loan.*

31 (f) *A description of alternatives to avoid the exercise of the*
32 *trustee's sale other than a loan modification for which the*
33 *borrower may be eligible, if any, including, without limitation,*
34 *other loan modification programs, a short sale, a deed in lieu of a*
35 *trustee's sale or a forbearance, and a list of the steps the borrower*
36 *must take to be considered for those options. If the borrower has*
37 *already been approved for another alternative to the exercise of*
38 *the trustee's sale, information necessary to participate in or*
39 *complete the alternative should be included.*

40 (g) *Contact information which the borrower may use to reach*
41 *the beneficiary or its authorized agent to discuss the reasons for*
42 *the denial of the loan modification.*

43 4. *If a borrower is denied a loan modification and the*
44 *beneficiary or its authorized agent sends a denial explanation*
45 *letter pursuant to this section, the trustee, beneficiary or*



1 *authorized agent may record a notice of default and election to sell*
2 *pursuant to subsection 3 of NRS 107.080 even if the borrower*
3 *initiates a dispute relating to the denial and the dispute has not yet*
4 *been resolved.*

5 **Sec. 17. 1.** *After satisfying the requirements of sections 15*
6 *and 16 of this act, as applicable, a mortgage servicer shall take the*
7 *following action to initiate the process of exercising the trustee's*
8 *power of sale pursuant to NRS 107.080:*

9 *(a) Compile in one place a record demonstrating that the*
10 *initial contact required by subsection 2 of section 14 of this act has*
11 *occurred or the requirements of subsection 5 of section 14 of this*
12 *act have been satisfied. The record must:*

13 *(1) Include the dates and times of, and addresses and*
14 *telephone numbers used for, the contact or attempted contacts*
15 *with the borrower, as well as a record of the good faith efforts*
16 *undertaken pursuant to sections 13 and 15 of this act; and*

17 *(2) After the recording of a notice of default and election to*
18 *sell pursuant to subsection 3 of NRS 107.080, be made available to*
19 *the borrower within 10 business days after a written request for*
20 *the record by the borrower; and*

21 *(b) Transmit to the trustee or its authorized agent a declaration*
22 *of compliance that is signed on behalf of the mortgage servicer by*
23 *a natural person having personal knowledge of the facts stated in*
24 *the declaration, or by a natural person with authority to bind the*
25 *mortgage servicer, who certifies that the declaration is based on*
26 *records which were made in the regular course of business at or*
27 *near the time of the events recorded. The declaration of*
28 *compliance must be included as part of, or attached to, every*
29 *notice of default and election to sell which is recorded pursuant to*
30 *subsection 3 of NRS 107.080. A notice of default and election to*
31 *sell which does not include the declaration of compliance*
32 *described in this paragraph is void.*

33 **2.** *The declaration of compliance described in paragraph (b)*
34 *of subsection 1 must be in substantially the following form:*

35
36 **DECLARATION OF COMPLIANCE**

37
38 **I. BORROWER CONTACT**

39
40 **A. ()** *This loan is not subject to section 14 of this act*
41 *pursuant to subsection 6 of section 14 of this act.*

42 *If item (I)(A) is checked, no further information*
43 *regarding borrower contact is required. If item (I)(A) is not*
44 *checked, complete item (I)(B).*



1 *B. () This loan is subject to section 14 of this act, and*
2 *the beneficiary or authorized agent has complied with the*
3 *requirements of section 14 of this act by satisfying the*
4 *applicable contact or due diligence requirements described*
5 *in subsection 2 or 3 of section 14 of this act. If checked,*
6 *insert the date that the applicable borrower contact*
7 *requirements were completed here:*

8
9 **II. FORECLOSURE AVOIDANCE REVIEW**

10
11 *A. () This loan is not subject to section 15 of this act*
12 *pursuant to (check all that apply):*

13 *() Paragraph (a) of subsection 6 of section 15 of this*
14 *act.*

15 *() Paragraph (b) of subsection 6 of section 15 of this*
16 *act.*

17 *() Section 12 of this act.*

18
19
20 *If item (II)(A) is checked, no further information*
21 *regarding borrower solicitation efforts is required. If item*
22 *(II)(A) is not checked, complete item (II)(B).*

23
24 *B. () This loan is subject to section 15 of this act (check*
25 *only one):*

26
27 *() The borrower was evaluated for a loan modification,*
28 *was not approved, and the beneficiary or authorized agent*
29 *sent the borrower a denial explanation letter in compliance*
30 *with the requirements of subsection 3 of section 16 of this*
31 *act.*

32 *() The borrower did not submit all required written*
33 *application materials by the applicable deadline, and the*
34 *beneficiary or authorized agent sent the borrower a denial*
35 *explanation letter in compliance with the requirements of*
36 *subsection 2 of section 16 of this act.*

37 *() The borrower did not initiate an application for a*
38 *loan modification by the applicable deadline.*

39 *() The borrower was offered a HAMP trial period plan,*
40 *but did not accept the trial period plan or did not complete*
41 *the plan.*

42 *() The borrower was offered a permanent loan*
43 *modification, but the borrower did not accept the*
44 *modification offered.*



1 () The borrower was offered and accepted a permanent
2 loan modification, but did not comply with the terms of the
3 modification.

4 () The borrower communicated to the beneficiary or
5 authorized agent that he or she does not intend to apply for
6 loan modification.

7
8 **III. PROOF OF OWNERSHIP**

9
10 () Attached is a copy of the note and all assignments
11 and endorsements of the note, along with a declaration
12 attesting to the existence and possession of the original note
13 as well as all the assignments and endorsements, and
14 certifying ownership of the mortgage and the right to
15 foreclose.

16
17 () The trustee, beneficiary or any of their authorized
18 agents are not reasonably able to obtain possession of
19 the note and/or all assignments and endorsements
20 thereof. Attached is a declaration of lost note that complies
21 with the requirements of paragraph (b) of subsection 3 of
22 NRS 107.080.

23 **Sec. 18. 1. If the trustee, beneficiary or authorized agent**
24 **records a notice of sale pursuant to subsection 5 of NRS 107.080:**

25 (a) Without completing an evaluation of a timely completed
26 application for a loan modification;

27 (b) Before the borrower's deadline for requesting and applying
28 for a loan modification; or

29 (c) Without sending a denial explanation letter that materially
30 complies with section 16 of this act,

31 ↳ the borrower may seek an order in any court having
32 jurisdiction to enjoin the exercise of the trustee's power of sale
33 with respect to the property until any of these requirements not
34 previously satisfied are satisfied.

35 **2. If:**

36 (a) The trustee, beneficiary or authorized agent records a
37 notice of default and election to sell pursuant to subsection 3 of
38 NRS 107.080:

39 (1) Without completing its evaluation of the borrower's
40 timely completed application for a loan modification;

41 (2) Before the borrower's deadline for requesting and
42 applying for a loan modification; or



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1 (3) Without sending a denial explanation letter that
2 materially complies with section 16 of this act;

3 (b) The trustee, beneficiary or authorized agent causes the
4 property at issue to be sold at a trustee's sale pursuant to NRS
5 107.080; and

6 (c) The property at issue is sold to a bona fide purchaser at a
7 trustee's sale pursuant to NRS 107.080,

8 ↳ the borrower may recover in a civil action which must be
9 commenced within 1 year following the trustee's sale the greater
10 of treble actual damages or statutory damages in the amount of
11 \$15,000, plus reasonable attorney's fees and costs.

12 3. If:

13 (a) The trustee, beneficiary or authorized agent records a
14 notice of default and election to sell pursuant to subsection 3 of
15 NRS 107.080:

16 (1) Without completing its evaluation of the borrower's
17 timely completed application for a loan modification;

18 (2) Before the borrower's deadline for requesting and
19 applying for a loan modification; or

20 (3) Without sending a denial explanation letter that
21 materially complies with section 16 of this act;

22 (b) The trustee, beneficiary or authorized agent causes the
23 property at issue to be sold at a trustee's sale pursuant to NRS
24 107.080; and

25 (c) Before commencement of an action pursuant to this
26 subsection, the property at issue is sold by the trustee, beneficiary
27 or authorized agent to a bona fide purchaser after a trustee's sale
28 at which the trustee, beneficiary or authorized agent acquired title
29 to the property,

30 ↳ the borrower may recover in a civil action which must be
31 commenced within 1 year following the trustee's sale the greater
32 of treble actual damages or statutory damages in the amount of
33 \$15,000, plus reasonable attorney's fees and costs. If the trustee,
34 beneficiary or authorized agent had actual notice of the
35 borrower's claim under this subsection before selling the property
36 to a bona fide purchaser, the borrower is entitled to recover
37 statutory damages in the amount of \$20,000 in addition to other
38 damages recoverable under this subsection.

39 4. If the trustee, beneficiary or authorized agent:

40 (a) Records a notice of default and election to sell pursuant to
41 subsection 3 of NRS 107.080:

42 (1) Without completing its evaluation of the borrower's
43 timely completed application for a loan modification;

44 (2) Before the borrower's deadline for requesting and
45 applying for a loan modification; or



1 (3) Without sending a denial explanation letter that
2 materially complies with section 16 of this act;

3 (b) Causes the property at issue to be sold at a trustee's sale
4 pursuant to NRS 107.080; and

5 (c) Acquired title to the property at the trustee's sale but has
6 not sold the property to a bona fide purchaser,

7 ↳ the borrower may, within 1 year following the trustee's sale,
8 bring an action to void the trustee's sale, to enjoin the recording of
9 any further notice of sale until at least 30 days after any
10 requirement of sections 5 to 18, inclusive, of this act not previously
11 satisfied is satisfied and for reasonable attorney's fees and costs.

12 5. If the mortgage servicer fails to cause the declaration of
13 compliance required by section 17 of this act to be included with,
14 or attached to, a notice of default and election to sell which is
15 recorded pursuant to subsection 3 of NRS 107.080, the borrower
16 may recover from the mortgage servicer statutory damages of not
17 less than \$1,500 but not more than \$10,000, plus reasonable
18 attorney's fees and costs. If the mortgage servicer records, or
19 causes to be recorded, a materially false declaration of
20 compliance, a borrower may recover from the mortgage servicer
21 statutory damages of not less than \$10,000 but not more than
22 \$25,000, plus attorney's fees and costs. For the purposes of this
23 subsection, the declaration of compliance is not false if it lists any
24 incorrect dates for the date that the requirements described in the
25 declaration were completed, unless the mortgage servicer
26 knowingly included the wrong date on the declaration.

27 6. A beneficiary or mortgage servicer is not civilly liable
28 under subsections 2, 3 and 4 if, before commencement of an
29 action by the borrower and not later than 180 days after the date
30 of the trustee's sale pursuant to NRS 107.080:

31 (a) The trustee, beneficiary or authorized agent:

32 (1) Voluntarily rescinds the trustee's sale before filing an
33 unlawful detainer action against the borrower;

34 (2) Provides a written notice of that rescission to the
35 borrower not later than 3 days after the rescission;

36 (3) Lists in the notice the steps the beneficiary or mortgage
37 servicer will take before recording any further notice of sale;

38 (4) Materially complies with any requirements of sections 5
39 to 18, inclusive, of this act that were not previously satisfied not
40 later than 30 days before recording any further notice of sale; and

41 (5) Sends the borrower a written communication stating
42 that the beneficiary or mortgage servicer will not file an unlawful
43 detainer action against the borrower before completing the steps
44 set forth in the letter; or



1 ***(b) The trustee, beneficiary or authorized agent refrains from***
2 ***filing an unlawful detainer action against the borrower until at***
3 ***least 30 days after the beneficiary or mortgage servicer:***

4 ***(1) Materially complies with all the applicable requirements***
5 ***of sections 5 to 18, inclusive, of this act that were not previously***
6 ***satisfied and sends the borrower a written communication***
7 ***informing the borrower of the actions taken and the outcome of***
8 ***those actions, including, without limitation, any reason for the***
9 ***denial of a loan modification, if applicable; and***

10 ***(2) Sends the borrower a written communication stating the***
11 ***steps that were taken and the outcome, including, without***
12 ***limitation, any reason for the denial of a loan modification, if***
13 ***applicable. If the beneficiary or mortgage servicer determines that***
14 ***the borrower qualifies for a loan modification, it shall rescind the***
15 ***trustee's sale and offer the borrower the loan modification.***

16 ***7. A borrower shall not have any cause of action under this***
17 ***section for any failure or error that is technical or de minimis in***
18 ***nature.***

19 ***8. A mortgage servicer, trustee, beneficiary or authorized***
20 ***agent who violates a provision of sections 5 to 18, inclusive, of this***
21 ***act is liable, in addition to any other penalty or remedy that may be***
22 ***provided by law, to a civil penalty of not more than \$10,000 for***
23 ***each violation and not more than \$25,000 for each violation***
24 ***involving the recording of a false or fraudulent declaration of***
25 ***compliance pursuant to section 17 of this act, which may be***
26 ***recovered by civil action on complaint of the Attorney General. All***
27 ***money collected as civil penalties pursuant to this section must be***
28 ***deposited in the State General Fund.***

29 ***9. A trustee, beneficiary or authorized agent who is licensed***
30 ***by this State and who violates any provision of sections 5 to 18,***
31 ***inclusive, of this act shall be deemed to have violated the law***
32 ***governing that person's license and is subject to enforcement***
33 ***action by the licensing agency.***

34 **Sec. 19.** NRS 107.080 is hereby amended to read as follows:

35 107.080 1. Except as otherwise provided in NRS 107.085
36 and 107.086, ***and sections 5 to 18, inclusive, of this act,*** if any
37 transfer in trust of any estate in real property is made after
38 March 29, 1927, to secure the performance of an obligation or the
39 payment of any debt, a power of sale is hereby conferred upon
40 the trustee to be exercised after a breach of the obligation for which
41 the transfer is security.

42 2. The power of sale must not be exercised, however, until:

43 (a) Except as otherwise provided in paragraph (b), in the case of
44 any trust agreement coming into force:



1 (1) On or after July 1, 1949, and before July 1, 1957, the
2 grantor, the person who holds the title of record, a beneficiary under
3 a subordinate deed of trust or any other person who has a
4 subordinate lien or encumbrance of record on the property has, for a
5 period of 15 days, computed as prescribed in subsection 3, failed to
6 make good the deficiency in performance or payment; or

7 (2) On or after July 1, 1957, the grantor, the person who
8 holds the title of record, a beneficiary under a subordinate deed of
9 trust or any other person who has a subordinate lien or encumbrance
10 of record on the property has, for a period of 35 days, computed as
11 prescribed in subsection 3, failed to make good the deficiency in
12 performance or payment;

13 (b) In the case of any trust agreement which concerns owner-
14 occupied housing as defined in NRS 107.086, the grantor, the
15 person who holds the title of record, a beneficiary under a
16 subordinate deed of trust or any other person who has a subordinate
17 lien or encumbrance of record on the property has, for a period that
18 commences in the manner and subject to the requirements described
19 in subsection 3 and expires 5 days before the date of sale, failed to
20 make good the deficiency in performance or payment;

21 (c) The beneficiary, the successor in interest of the beneficiary
22 or the trustee first executes and causes to be recorded in the office of
23 the recorder of the county wherein the trust property, or some part
24 thereof, is situated a notice of the breach and of the election to sell
25 or cause to be sold the property to satisfy the obligation; and

26 (d) Not less than 3 months have elapsed after the recording of
27 the notice.

28 3. The 15- or 35-day period provided in paragraph (a) of
29 subsection 2, or the period provided in paragraph (b) of subsection
30 2, commences on the first day following the day upon which the
31 notice of default and election to sell is recorded in the office of the
32 county recorder of the county in which the property is located and a
33 copy of the notice of default and election to sell is mailed by
34 registered or certified mail, return receipt requested and with
35 postage prepaid to the grantor or, to the person who holds the title of
36 record on the date the notice of default and election to sell is
37 recorded, and, if the property is operated as a facility licensed under
38 chapter 449 of NRS, to the State Board of Health, at their respective
39 addresses, if known, otherwise to the address of the trust property.
40 The notice of default and election to sell must:

41 (a) Describe the deficiency in performance or payment and may
42 contain a notice of intent to declare the entire unpaid balance due if
43 acceleration is permitted by the obligation secured by the deed of
44 trust, but acceleration must not occur if the deficiency in
45 performance or payment is made good and any costs, fees and



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1 expenses incident to the preparation or recordation of the notice and
2 incident to the making good of the deficiency in performance or
3 payment are paid within the time specified in subsection 2. ~~[-and]~~

4 (b) *If the property is owner-occupied housing as defined in*
5 *NRS 107.086, include, or have attached to it, the declaration*
6 *of compliance required by section 16 of this act and proof of*
7 *ownership of the note secured by the deed of trust. Proof of*
8 *ownership of the note must include a copy of the note secured by*
9 *the deed of trust, evidence of all assignments and endorsements of*
10 *the deed of trust and the note secured by the deed of trust and a*
11 *declaration which attests to the existence and possession of the*
12 *note secured by the deed of trust and to all assignments and*
13 *endorsements of that note and certifies ownership of the deed of*
14 *trust and the right to exercise the trustee's power of sale. If this*
15 *proof cannot be located, the trustee, beneficiary or authorized*
16 *agent shall include with, or attach to, the notice of default and*
17 *election to sell a declaration signed either by a natural person*
18 *having personal knowledge of the facts stated within, or by a*
19 *natural person with authority to bind the trustee, beneficiary or*
20 *authorized agent, who certifies that the declaration is based upon*
21 *records that were made in the regular course of business at or*
22 *near the time of the events recorded, including the following:*

23 (1) *Facts sufficient to show that the trustee, beneficiary or*
24 *authorized agent has the right to enforce the note secured by the*
25 *deed of trust;*

26 (2) *A statement that the person cannot reasonably obtain*
27 *possession of the note and a description of the reasonable efforts*
28 *made to obtain the note; and*

29 (3) *A description of the terms of the note and any riders*
30 *attached thereto, including, without limitation:*

31 (I) *The date on which the note was executed;*

32 (II) *The parties to the note;*

33 (III) *The principal amount of the loan;*

34 (IV) *The amortization period of the loan;*

35 (V) *The initial interest rate of the loan and, if*
36 *applicable, the initial date and the frequency of any adjustments to*
37 *the interest rate, and the index and margin used to calculate the*
38 *interest rate at the time of any scheduled adjustment; and*

39 (VI) *The expiration date of any interest-only period, if*
40 *applicable.*

41 ↪ *This paragraph must not be construed in derogation of the*
42 *parties' rights established under NRS 104.3309 or any similar*
43 *right established under the law of this State.*



1 (c) If the property is a residential foreclosure, comply with the
2 provisions of NRS 107.087.

3 4. *If the property is owner-occupied housing as defined in*
4 *NRS 107.086, the copy of the notice of default and election to sell*
5 *which is mailed to the grantor or the person who holds the title of*
6 *record pursuant to subsection 3 must include:*

7 (a) *An accounting of all payments made on the obligation*
8 *secured by the deed of trust from the close of escrow to the date on*
9 *which the notice of default and election to sell is recorded*
10 *pursuant to subsection 3 in the form of a spreadsheet showing all*
11 *account activity;*

12 (b) *An itemization and description of all late fees, late charges,*
13 *appraisal fees, property inspection fees, forced placed insurance*
14 *charges, legal fees and recoverable advances charged on the*
15 *obligation secured by the deed of trust and an explanation of the*
16 *reason for such charges;*

17 (c) *A copy of all interest rate adjustment notices and the two*
18 *most recent escrow analysis notices sent to the grantor or the*
19 *person who holds the title of record; and*

20 (d) *A breakdown of the current escrow charges which*
21 *indicates how the charges are calculated and the reason for any*
22 *increase in the charges within the preceding 24 months, and any*
23 *shortage or surplus in the escrow account in the past three years.*

24 5. The trustee, or other person authorized to make the sale
25 under the terms of the trust deed or transfer in trust, shall, after
26 expiration of the 3-month period following the recording of
27 the notice of breach and election to sell, and before the making of
28 the sale, give notice of the time and place thereof by recording the
29 notice of sale and by:

30 (a) Providing the notice to each trustor, any other person entitled
31 to notice pursuant to this section and, if the property is operated as a
32 facility licensed under chapter 449 of NRS, the State Board of
33 Health, by personal service or by mailing the notice by registered or
34 certified mail to the last known address of the trustor and any other
35 person entitled to such notice pursuant to this section;

36 (b) Posting a similar notice particularly describing the property,
37 for 20 days successively, in three public places of the township or
38 city where the property is situated and where the property is to be
39 sold;

40 (c) Publishing a copy of the notice three times, once each week
41 for 3 consecutive weeks, in a newspaper of general circulation in the
42 county where the property is situated; and

43 (d) If the property is a residential foreclosure, complying with
44 the provisions of NRS 107.087.



1 *↪ A notice of sale may not be recorded pursuant to this subsection*
2 *if the grantor or the person who holds the title of record has*
3 *entered into a contract to sell the property and the beneficiary of*
4 *the deed of trust has approved the sale or the grantor or the person*
5 *who holds the title of record has requested the beneficiary's*
6 *approval of the sale but the beneficiary has not yet approved or*
7 *disapproved the sale.*

8 ~~[5.]~~ 6. Every sale made under the provisions of this section
9 and other sections of this chapter vests in the purchaser the title of
10 the grantor and any successors in interest without equity or right of
11 redemption. A sale made pursuant to this section may be declared
12 void by any court of competent jurisdiction in the county where the
13 sale took place if:

14 (a) The trustee or other person authorized to make the sale does
15 not substantially comply with the provisions of this section or any
16 applicable provision of NRS 107.086 and 107.087 ~~[4.]~~ *and sections 5*
17 *to 18, inclusive, of this act;*

18 (b) Except as otherwise provided in subsection ~~[6.]~~ 7, an action
19 is commenced in the county where the sale took place within 90
20 days after the date of the sale; and

21 (c) A notice of lis pendens providing notice of the pendency of
22 the action is recorded in the office of the county recorder of the
23 county where the sale took place within 30 days after
24 commencement of the action.

25 ~~[6.]~~ 7. If proper notice is not provided pursuant to subsection 3
26 or paragraph (a) of subsection ~~[4.]~~ 5 to the grantor, to the person who
27 holds the title of record on the date the notice of default and election
28 to sell is recorded, to each trustor or to any other person entitled to
29 such notice, the person who did not receive such proper notice may
30 commence an action pursuant to subsection ~~[5.]~~ 6 within 120 days
31 after the date on which the person received actual notice of the sale.

32 ~~[7.]~~ 8. The sale of a lease of a dwelling unit of a cooperative
33 housing corporation vests in the purchaser title to the shares in the
34 corporation which accompany the lease.

35 ~~[8.]~~ 9. After a sale of property is conducted pursuant to this
36 section, the trustee shall:

37 (a) Within 30 days after the date of the sale, record the trustee's
38 deed upon sale in the office of the county recorder of the county in
39 which the property is located; or

40 (b) Within 20 days after the date of the sale, deliver the trustee's
41 deed upon sale to the successful bidder. Within 10 days after the
42 date of delivery of the deed by the trustee, the successful bidder
43 shall record the trustee's deed upon sale in the office of the county
44 recorder of the county in which the property is located.



1 ~~9.] 10.~~ If the successful bidder fails to record the trustee's
2 deed upon sale pursuant to paragraph (b) of subsection ~~8.] 9,~~ the
3 successful bidder:

4 (a) Is liable in a civil action to any party that is a senior
5 lienholder against the property that is the subject of the sale in a sum
6 of up to \$500 and for reasonable attorney's fees and the costs of
7 bringing the action; and

8 (b) Is liable in a civil action for any actual damages caused by
9 the failure to comply with the provisions of subsection ~~8.] 9~~ and for
10 reasonable attorney's fees and the costs of bringing the action.

11 ~~10.] 11.~~ The county recorder shall, in addition to any other
12 fee, at the time of recording a notice of default and election to sell
13 collect:

14 (a) A fee of \$150 for deposit in the State General Fund.

15 (b) A fee of \$50 for deposit in the Account for Foreclosure
16 Mediation, which is hereby created in the State General Fund. The
17 Account must be administered by the Court Administrator, and the
18 money in the Account may be expended only for the purpose of
19 supporting a program of foreclosure mediation established by
20 Supreme Court Rule.

21 ➔ The fees collected pursuant to this subsection must be paid over
22 to the county treasurer by the county recorder on or before the fifth
23 day of each month for the preceding calendar month, and, except as
24 otherwise provided in this subsection, must be placed to the credit of
25 the State General Fund or the Account as prescribed pursuant to this
26 subsection. The county recorder may direct that 1.5 percent of the
27 fees collected by the county recorder be transferred into a special
28 account for use by the office of the county recorder. The county
29 treasurer shall, on or before the 15th day of each month, remit the
30 fees deposited by the county recorder pursuant to this subsection to
31 the State Controller for credit to the State General Fund or the
32 Account as prescribed in this subsection.

33 ~~11.] 12.~~ The beneficiary, the successor in interest of the
34 beneficiary or the trustee who causes to be recorded the notice of
35 default and election to sell shall not charge the grantor or the
36 successor in interest of the grantor any portion of any fee required to
37 be paid pursuant to subsection ~~10.]~~

38 ~~12.] 11.~~

39 **13.** As used in this section, "residential foreclosure" means the
40 sale of a single family residence under a power of sale granted by
41 this section. As used in this subsection, "single family residence":

42 (a) Means a structure that is comprised of not more than four
43 units.

44 (b) Does not include any time share or other property regulated
45 under chapter 119A of NRS.



1 **Sec. 20.** NRS 107.084 is hereby amended to read as follows:

2 107.084 It is unlawful for a person to willfully remove or
3 deface a notice posted pursuant to subsection ~~4~~ 5 of NRS 107.080,
4 if done before the sale or, if the default is satisfied before the sale,
5 before the satisfaction of the default. In addition to any other
6 penalty, any person who violates this section is liable in the amount
7 of \$500 to any person aggrieved by the removal or defacing of the
8 notice.

9 **Sec. 21.** NRS 107.087 is hereby amended to read as follows:

10 107.087 1. In addition to the requirements of NRS 107.080,
11 if the sale of property is a residential foreclosure, a copy of the
12 notice of default and election to sell and the notice of sale must:

13 (a) Be posted in a conspicuous place on the property not later
14 than 3 business days after the notice of default and election to sell or
15 the notice of sale is recorded pursuant to NRS 107.080; and

16 (b) Include, without limitation:

17 (1) The physical address of the property; and

18 (2) The contact information of the trustee or the person
19 conducting the foreclosure who is authorized to provide information
20 relating to the foreclosure status of the property.

21 2. In addition to the requirements of NRS 107.084, the notices
22 must not be defaced or removed until the transfer of title is recorded
23 or the property becomes occupied after completion of the sale,
24 whichever is earlier.

25 3. A separate notice must be posted in a conspicuous place on
26 the property and mailed, with a certificate of mailing issued by the
27 United States Postal Service or another mail delivery service, to any
28 tenant or subtenant, if any, other than the grantor or the grantor's
29 successor in interest, in actual occupation of the premises not later
30 than 3 business days after the notice of the sale is given pursuant to
31 subsection ~~4~~ 5 of NRS 107.080. The separate notice must be in
32 substantially the following form:

33
34 NOTICE TO TENANTS OF THE PROPERTY
35

36 Foreclosure proceedings against this property have started,
37 and a notice of sale of the property to the highest bidder has
38 been issued.

39
40 You may either: (1) terminate your lease or rental agreement
41 and move out; or (2) remain and possibly be subject to
42 eviction proceedings under chapter 40 of the Nevada Revised
43 Statutes. Any subtenants may also be subject to eviction
44 proceedings.



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1 Between now and the date of the sale, you may be evicted if
2 you fail to pay rent or live up to your other obligations to the
3 landlord.

4
5 After the date of the sale, you may be evicted if you fail to
6 pay rent or live up to your other obligations to the successful
7 bidder, in accordance with chapter 118A of the Nevada
8 Revised Statutes.

9
10 Under the Nevada Revised Statutes eviction proceedings may
11 begin against you after you have been given a notice to quit.

12
13 If the property is sold and you pay rent by the week or
14 another period of time that is shorter than 1 month, you
15 should generally receive notice after not less than the number
16 of days in that period of time.

17
18 If the property is sold and you pay rent by the month or any
19 other period of time that is 1 month or longer, you should
20 generally receive notice at least 60 days in advance.

21
22 Under Nevada Revised Statutes 40.280, notice must generally
23 be served on you pursuant to chapter 40 of the Nevada
24 Revised Statutes and may be served by:

25 (1) Delivering a copy to you personally in the presence of
26 a witness;

27 (2) If you are absent from your place of residence or usual
28 place of business, leaving a copy with a person of suitable age
29 and discretion at either place and mailing a copy to you at
30 your place of residence or business; or

31 (3) If your place of residence or business cannot be
32 ascertained, or a person of suitable age or discretion cannot
33 be found there, posting a copy in a conspicuous place on the
34 leased property, delivering a copy to a person residing there,
35 if a person can be found, and mailing a copy to you at the
36 place where the leased property is.

37
38 If the property is sold and a landlord, successful bidder or
39 subsequent purchaser files an eviction action against you in
40 court, you will be served with a summons and complaint and
41 have the opportunity to respond. Eviction actions may result
42 in temporary evictions, permanent evictions, the awarding of
43 damages pursuant to Nevada Revised Statutes 40.360 or some
44 combination of those results.



1 Under the Justice Court Rules of Civil Procedure:

2 (1) You will be given at least 10 days to answer a
3 summons and complaint;

4 (2) If you do not file an answer, an order evicting you by
5 default may be obtained against you;

6 (3) A hearing regarding a temporary eviction may be
7 called as soon as 11 days after you are served with the
8 summons and complaint; and

9 (4) A hearing regarding a permanent eviction may be
10 called as soon as 20 days after you are served with the
11 summons and complaint.
12

13 4. As used in this section, "residential foreclosure" has the
14 meaning ascribed to it in NRS 107.080.

15 **Sec. 22.** NRS 459.646 is hereby amended to read as follows:

16 459.646 1. A person who, without participating in the
17 management of a parcel of real property, holds or is the beneficiary
18 of evidence of title to the property primarily to protect a security
19 interest in the property is not a responsible party with respect to a
20 release of a hazardous substance on the property if:

21 (a) The owner of the property is relieved from liability under
22 NRS 459.610 to 459.658, inclusive, with respect to the release;

23 (b) The owner or holder of evidence of title did not cause the
24 release; and

25 (c) The owner or holder of evidence of title does not participate
26 actively in decisions concerning hazardous substances on the
27 property.

28 2. A lender to a prospective purchaser who has filed an
29 application to participate in the program pursuant to NRS 459.634
30 or a lender who forecloses his or her security interest in property
31 pursuant to NRS 40.430 to 40.450, inclusive, or 107.080 to 107.110,
32 inclusive, *and sections 5 to 18, inclusive, of this act* and within a
33 reasonable period after the foreclosure, not to exceed 2 years, sells,
34 transfers or conveys the property to a prospective purchaser who has
35 filed an application to participate in the program pursuant to NRS
36 459.634 is not a responsible party solely as a result of:

37 (a) Foreclosing a security interest in the property; or

38 (b) Making a loan to the prospective purchaser if the loan:

39 (1) Is to be used for acquiring property or removing or
40 remediating hazardous substances on property; and

41 (2) Is secured by the property that is to be acquired or on
42 which is located the hazardous substances that are to be removed or
43 remediated.



- 1 **Sec. 23.** The amendatory provisions of sections 4 to 22,
2 inclusive, of this act apply only with respect to trust agreements
3 which concern owner-occupied housing, as defined in NRS 107.086,
4 for which a notice of default is recorded on or after July 1, 2011.
5 **Sec. 24.** This act becomes effective on July 1, 2011.

