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Attorney for Secured Creditor,

BSI FINANCIAL SERVICES, INC., servicing agent for NSP LA TRUST c/o HMC ASSETS, LLC as Administrator of the Trust, successor in interest to Bayview Loan Servicing LLC

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In Re:

DON HOLBROOK and

LAURIE HOLBROOK,

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25 26 UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

Bk Case No.: 11-27072-led

Chapter 11

Debtors. Honorable Laurel E. Davis

FIFTEEN (15) DAY NOTICE RE: BREACH AND FAILURE TO COMPLY WITH TERMS OF THE POST-CONFIRMATION AMENDED STIPULATION RE: TREATMENT OF BSI FINANCIAL SERVICES, INC'S CLASS 1-A CLAIM UNDER DEBTORS' CONFIRMED CHAPTER 11 PLAN OF REORGANIZATION

Debtors have failed to remit payments in accordance with the Post-Confirmation Amended
Stipulation Re: Treatment of BSI Financial Services, Inc.'s Class 1-A Claim Under Debtors' Confirmed
Chapter 11 Plan of Reorganization; and Vacating Automatic Stay ("Stipulation"). Said Stipulation was approved by an Order entered on September 11, 2014 (docket entry #249), which is attached hereto as

Exhibit "A".

On or about October 3, 2002, Debtor Don Holbrook, for valuable consideration, made, executed, and delivered to First Arizona Savings, FSB ("FAS") an Adjustable Rate Note in the principal sum of \$173,000.00 ("Note"). On or about October 3, 2002, Debtor Don Holbrook made, executed and

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delivered to FAS a Deed of Trust (the "Deed of Trust") granting FAS a security interest in the Property. The Deed of Trust was recorded on October 8, 2002, in the Official Records of Mohave County, State of Arizona, as instrument no. 2002068417. FAS transferred its beneficial interest in the Note and Deed of Trust to Bayview by Assignment recorded on March 12, 2012. Bayview transferred its beneficial interest to NSP LA TRUST c/o HMC ASSETS, LLC ("NSP") by Assignment recorded on October 16, 2013. BSI Financial Services, Inc. is the servicing agent for NSP.

The property subject to the first trust deed obligation held by NSP is generally described as 2230 N Palo Verde Blvd, Lake Havasu City, AZ. Pursuant to the Fourth Amended Proof of Claim filed by Secured Creditor on August 19, 2015 (Claim #5), Debtors were due and owing for \$20,333.81 in prepetition arrears and a total claim of \$163,163.07.

Pursuant to the Stipulation entered into with BSI Financial Services, Inc., as servicing agent for NSP ("Secured Creditor"), Debtors agreed that Secured Creditor's secured claim will be in the amount of \$163,163.07. Debtors were required to tender regular monthly principal and interest payments of \$757.90 each to Secured Creditor in a timely manner commencing with the September 1, 2014 payment. The Stipulation provides that Debtors will be responsible for making direct payments for ongoing taxes and property insurance.

Pursuant to the Stipulation, the automatic stay was vacated effective with the confirmation of Debtors' Chapter 11 Plan on March 3, 2014.

In case of a default on the Stipulation, the Stipulation provides that Secured Creditor shall provide written notice via *certified mail* to Debtor at 9200 Dalmahoy Place, Las Vegas, NV 89145, and to Debtor's attorney of record, Thomas E. Crowe, at 2830 S. Jones Blvd. #3, Las Vegas, NV 89146, indicating the nature of default. If Debtors fail to cure the default with certified funds after passage of fifteen (15) calendar days from the date the instant written notice is placed in the mail by Secured Creditor, its agents, or its attorney, Secured Creditor will be able to proceed to foreclose its security interest in the subject property under the terms of the Note and the Deed of Trust, and pursuant to applicable state law. Secured Creditor may thereafter commence any action necessary to obtain complete possession of the Subject Property without further notice, order, or proceeding of this Court.

The Stipulation provides that in the event the Debtors default under the Stipulation, Debtors will also be required to tender \$100.00 for each default letter (or notice) submitted in order to cure the default.

Attached as Exhibit "B" to this Notice is a history of all payments received from Debtors since the first payment due date of September 1, 2014. To date, Debtors are currently due and owing for the March 2015, April 2015, and May 2015 monthly principal and interest payments of \$757.90 each. Debtors are in default of their Stipulation as they have failed to make payments during the months of September 2014, April 2015 and May 2015. The amount required to bring the loan current as of the date of this Notice pursuant to the Stipulation, is \$2,373.70, which constitutes the breach. This amount of \$2,373.70 includes three (3) payments of \$757.90 each for the months of March 2015, April 2015, and May 2015, and \$100.00 for preparing the instant Notice.

The amount currently due to Secured Creditor, which includes the attorney's fee in the amount of \$100.00 as provided in the Order, is \$2,373.70. Debtor must tender one (1) check of CERTIFIED

FUNDS ONLY in the amount of \$2,373.70, and made payable to BSI Financial Services, Inc. The payment made payable to BSI Financial Services, Inc shall be sent via certified mail and delivered to:

Edward G. Schloss Law Corp., 3637 Motor Avenue, Suite 220, Los Angeles, CA 90034, and must be received within 15 days of the date of this Notice.

IF SAID PAYMENT IS NOT REMITTED ON OR BEFORE THAT DATE TO THE

ADDRESS INDICATED, Secured Creditor may submit an Order to the Court to allow it to commence
foreclosure proceedings on the subject property generally described as a 2230 N Palo Verde Blvd, Lake

Havasu City, AZ. If Counsel represents the Debtors, please note that under the Supreme Court Rules of
the State of Nevada, undersigned counsel are absolutely PROHIBITED from speaking directly with the
Debtors in regard to this Breach. The Debtors should contact his or her attorney for any advice on curing
this default. If the Debtors believe this default to be in error, then the Debtors MUST have their attorney
contact undersigned counsel prior to the deadline for payment or an Order may be entered against you.

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Undersigned counsel are not at liberty to make additional deals with the Debtors on restructuring the payments beyond what has already been agreed to. If the Debtors have any questions on this matter, the Debtors must contact their ATTORNEY. Submitted by: Dated: May 27, 2015 Tiffany & Bosco, PA /s/ Gregory L. Wilde Gregory L. Wilde (Bar No. 4417) 212 S. Jones Blvd. Las Vegas, Nevada 89107 Phone: (702)258-8200 Fax: (702)258-8787 \\Schloss2003\law files\DRB\DRB.NV11.BLS.Holbrook.B23784.NOBreach.docx

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En 17/14/07:55:19 Page 2 of 9 Case 11-27072-led Doc 249 1 GREGORY L. WILDE NV Bar No. 004417 Tiffany and Bosco P.A. 212 South Jones Blvd. 3 Las Vegas, Nevada 89107 Telephone: (702) 258-8200 Fax: (702) 258-8787 nvbk@tblaw.com 5 Attorneys for Secured Creditor BSI FINANCIAL SERVICES, INC., servicing agent for NSP LA TRUST c/o HMC ASSETS, LLC as Administrator of the Trust, successor in interest to Bayview Loan Servicing, LLC 8 9 UNITED STATES BANKRUPTCY COURT 10 **DISTRICT OF NEVADA - LAS VEGAS DIVISION** 11 BK No.: 11-27072-led In re 12 Chapter 11 DON HOLBROOK and 13 LAURIE HOLBROOK, POST-CONFIRMATION AMENDED 14 Debtor(s). STIPULATION RE: TREATMENT OF BSI FINANCIAL SERVICES, INC.'s 15 CLASS 1-A CLAIM UNDER DEBTORS' **CONFIRMED CHAPTER 11 PLAN OF** REORGANIZATION; AND VACATING 16 **AUTOMATIC STAY** 17 Continued Confirmation Hearing-Date: January 8, 2014 Time: 2:00 p.m. 18 19 Place: Courtroom 1 20 HONORABLE LAUREL E. DAVIS 21 22 This Amended Stipulation is entered into by and between Secured Creditor, BSI 23 FINANCIAL SERVICES, INC., servicing agent for NSP LA TRUST c/o HMC ASSETS, LLC 24 as Administrator of the Trust, successor in interest to Bayview Loan Servicing, LLC ("Secured 25 Creditor"), its assignees and/or successors in interest, by and through its attorneys of record 26

Gregory L. Wilde of Tiffany & Bosco P.A., and Don Holbrook and Laurie Holbrook, the Debtors and Debtors-In-Possession herein ("Debtors"), by and through their attorneys of record

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Thomas E. Crowe. This Court had already approved a Stipulation between Secured Creditor and Debtors, by an Order entered on March 12, 2014 (docket entry #239). The purpose of the instant *Amended* Stipulation is to correct the amounts owed to Secured Creditor that listed in the previous Stipulation, as these amounts were based on a Proof of Claim that incorrectly listed the amounts due to Secured Creditor.

The property which is the subject of this matter is commonly known as 2230 N. Palo Verde Blvd., Lake Havasu City, Arizona, 86404 (hereinafter the "Subject Property").

On or about October 3, 2002, Debtor Don Holbrook, for valuable consideration, made, executed, and delivered to First Arizona Savings, FSB ("FAS") an Adjustable Rate Note in the principal sum of \$173,000.00 (the "Note"). The original maturity pursuant to the Note is November 1, 2032.

On or about October 3, 2002, Debtor Don Holbrook made, executed and delivered to FAS a Deed of Trust (the "Deed of Trust") granting FAS a security interest in the Property. The Deed of Trust was recorded on October 8, 2002, in the Official Records of Mohave County, State of Arizona, as instrument no. 2002068417.

On or about October 31, 2011, Debtors filed the instant bankruptcy case, Case No. 11-27072-lbr, a voluntary petition under Chapter 11 of the United States Bankruptcy Code.

Subsequently, FAS transferred their beneficial interest in the Note and Deed of Trust by Assignment to Secured Creditor's predecessor in interest, Bayview Loan Servicing, LLC ("Bayview") recorded on March 12, 2012. Bayview subsequently transferred its beneficial interest in the Note and Deed of Trust to BOF II, 2011-2NPL, LLC by assignment recorded October 16, 2013. Secured Creditor received its beneficial interest in the subject deed of trust by Assignment recorded on October 16, 2013.

Secured Creditor is the holder of Class 1-A oversecured claim pursuant to Debtors' proposed Eighth Modified chapter 11 Plan. Debtors had proposed in their Chapter 11 Plan to pay

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regular monthly payments, and escrow components commencing March 2013. However, Debtors fell behind in their monthly payments to Secured Creditor, as had been proposed in their Plan. Subsequent to the commencement of this bankruptcy case, and at the time of the January 8, 2014 confirmation hearing, the Debtors had fallen behind on their regular monthly mortgage payments to Secured Creditor, as set forth in the pleadings entitled Fifteen Day Notice of Declaration RE Breach of Debtors' Eighth Modified Chapter 11 Plan of Reorganization and Objection to Confirmation of Debtors' Eighth Modified Plan of Reorganization, each filed by Secured Creditor at the time of the January 8, 2014 confirmation hearing.

Debtors requested that Secured Creditor add delinquent monthly plan payments to the loan balance as well as Secured Creditor's attorneys' fees, and adjust the scheduled amortization of the Note to permit Debtors to meet their obligations in full and in a timely manner, which has resulted in a Stipulation between Secured Creditor and Debtors.

On February 20, 2014, Secured Creditor filed a *Third Amended* Proof of Claim, which provided that Debtor was due and owing for \$38,555.46 in *pre-petition* and *post-petition* arrears and a total claim of \$170,745.93 as of February 5, 2014. On March 3, 2014, the Court entered an Order *confirming* Debtors' Chapter 11 Plan (docket entry #237).

Secured Creditor and Debtors previously entered into a Stipulation with respect to the treatment of Secured Creditor's loan, which was filed with the Court on March 10, 2014 (docket entry #238) ("Original Stipulation"). The Court approved said Stipulation by an Order entered on March 12, 2014 (docket entry #239). However, after entering into the Original Stipulation and after the filing of the *Third Amended* Proof of Claim, Secured Creditor reviewed the loan and has now revised those figures used in the *Third Amended* Proof of Claim, and has determined that Debtors owed less to Secured Creditor than the amounts set forth in the *Third Amended* Proof of Claim.

loan, Secured Creditor filed a Fourth Amended Proof of Claim on August 19, 2014, which

To provide for the correct amounts that are actually due and owing on Secured Creditor's

and owing to Secured Creditor pursuant to the Fourth Amended Proof of Claim

provides that as of July 31, 2014, Debtor was due and owing for \$20,333.81 in pre-petition and post-petition arrears and for a new total claim of \$163,163.07. The parties are hereby entering into the instant amended Stipulation, so that the Stipulation provides for the correct amounts due

THE PARTIES STIPULATE AS FOLLOWS:

- 1. Secured Creditor and Debtors agree that the instant *amended* Stipulation will modify the previous Stipulation entered by the parties and approved by the Court by an Order entered on March 12, 2014 (docket entry #239).
- Debtors agree that the current unpaid principal balance of \$142,840.54 due on the Note of as July 31, 2014, shall be increased by \$20,322.53; this \$20,322.53 amount includes the current amount of unpaid installments, interest, late charges, fees and costs, and, if applicable, and any advances for unpaid property taxes and/or insurance premiums. The \$20,322.53 added to the unpaid principal balance of \$142,840.54 results in a new total unpaid secured claim owed to Secured Creditor of \$163,163.07. Said amount of \$20,322.53 includes the past due interest owed in the amount of \$10,946.35, late charges in the amount of \$1,364.94, post petition attorneys' fees of \$5,409.00, and escrow shortage in the amount of \$2,602.24. Secured Creditor shall now have a secured claim in the amount of \$163,163.07 (\$142,840.54+\$20,322.53=163,163.07) (the "Secured Claim").
- 3. Effective May 1, 2014 to October 31, 2014, Debtors' rate of interest will be 2.875%. The interest rate may change on November 1, 2014 and every twelve (12) months thereafter (the "Change Date"). During the remainder of the term, the lowest interest rate will not fall below 2.75% and the highest rate will not exceed 11.875%. Debtors will pay the amount

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of the new monthly payment beginning on the first monthly payment date after the Change Date

until the amount of the monthly payment changes again.

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The new maturity date will be February 1, 2039, on which date any unpaid 4. interest and all other sums due shall be paid in full.

- 5. Debtors shall tender regular monthly principal interest, and escrow payments to Secured Creditor pursuant to the Secured Claim. Effective with Debtors' payment due September 1, 2014, Debtors' monthly principal and interest payment component only will initially be \$757.90. This payment amount may change in accordance with the terms of the subject Note and Deed of Trust and in accordance with Paragraph 2 above. Said monthly payments commencing September 1, 2014 shall be made payable and delivered directly to Creditor, BSI Financial Services, Inc. located at P.O. Box 660605, Dallas, TX 75266.
- Effective February 1, 2014, Debtors will be responsible for making direct 6. payments for ongoing property taxes and property insurance for the subject property. Debtors must remain current on property insurance and property taxes for the subject property.
- Except as otherwise expressly provided herein, all remaining terms of the Note 7. and Deed of Trust shall govern the treatment of Secured Creditor's Secured Claim.
- 8. The automatic stay was vacated effective with the confirmation of Debtors' Chapter 11 Plan on March 3, 2014, and is not in effect on the date of this Stipulation.
- In the event of any future default on any of the above-described provisions of this 9. Stipulation, Secured Creditor shall provide written notice via certified mail to Debtor at 9200 Dalmahoy Place, Las Vegas, NV 89145, and to Debtor's attorney of record, Thomas E. Crowe, at 2830 S. Jones Blvd. #3, Las Vegas, NV 89146, indicating the nature of default. If Debtors fail to cure the default with certified funds after passage of fifteen (15) calendar days from the date said written notice is placed in the mail by Secured Creditor, its agents, or its attorney, Secured Creditor may proceed to foreclose its security interest in the Subject Property under the terms of

the Note and the Deed of Trust, and pursuant to applicable state law. Secured Creditor may thereafter commence any action necessary to obtain complete possession of the Subject Property without further notice, order, or proceeding of this Court.

- 10. In the event the Debtors default under this Stipulation and Secured Creditor forwards a 15-day letter to Debtors, Debtors shall also be required to tender \$100.00 for each default letter submitted in order to cure the default.
- of the payments shall constitute, or be deemed to be, a waiver of any of Secured Creditor's rights or claims under the Note and Deed of Trust or applicable law, or a cure of any default by Debtors under the Note and Deed of Trust. Except as expressly adjusted by this Stipulation, all of the covenants, agreements, stipulations, and conditions in the Note and Deed of Trust remain unmodified and in full force and effect.
- 12. At the request of the Secured Creditor, its assignees and/or successors in interest, the Debtors shall execute such documents and instruments as are necessary to reflect the Debtor Don Holbrook as the borrower of the Secured Claim, and to modify the terms of the obligation to conform with the provisions of the this Stipulation.
- 13. The terms of this Stipulation shall be incorporated into the Debtors' confirmed Chapter 11 Plan, and any changes to the original treatment of Secured Creditor's claim set forth in the confirmed chapter 11 Plan will change in accordance with the terms of this agreement.
- 14. In the event the Debtors' case is dismissed or converted to any other chapter under Title 11 of the United States Bankruptcy Code, Secured Creditor shall retain its lien in the full amount due under the Note and Deed of Trust, and the automatic stay shall be terminated without further notice, order, or proceeding of the court.
 - 15. The Bankruptcy Court shall retain exclusive jurisdiction over the subject matter of

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1. Okimilation in order to resolve any dispu	te in connection with the rights and duties specified
il .	
2 hereunder.	g, Secured Creditor shall vote for acceptance in favor
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of the Debtors' Chapter 11 Plan.	
5	MECarre
Dated: September, 2014	The PROME ESO
	Attended the Debtors Don Holbrook and
8	Ladridity
9	Hater
Dated: September 9, 2014	GREGORY L. WINDE, ESQ.
11	Attorney for Secured Creditor BSI Financial Servicing, Inc., its assignees and/or successors in
12	interest
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14 ZASISAStipulations Light Stip 2230 Hollyrook BSI & Order 7	(revised). AMENDED, doex
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1	ALTERNATIVE METHOD re: RULE 9021:			
2	In accordance with Local Rule 9021, counsel submitting this document certifies that the			
3	order accurately reflects the court's ruling and that (check one):			
5	The court waived the requirements of approval under LR 9021.			
6	No Party appeared at the hearing or filed an objection to the motion.			
7	XXX I have delivered a copy of this proposed order to all counsel who appeared at the			
8	hearing, and any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below [list			
9	each party and whether the party has approved or disapproved, or failed to respond to the document]:			
10	I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to			
11	the form or content of the order.			
12	Secured Creditor and Debtors' Attorney Approve			
13	Me Cime			
14 15	THOMAS E. CROWE, ESQ. THOMAS E. CROWE PROFESSIONAL			
16	LAW CORPORATION			
17	2830 S. Joues Blvd #3 Las Vegas, Nevada 89146			
18	Attorney for the Debtors			
19				
20	Z:\SIS\Stipulations\Ioint Stip 2230 Holbrook BSI & Order 7 (revised).AMENDED.doex			
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POST-PETITION PAYMENT HISTORY RE: SEPTEMBER 11, 2014 ORDER ON AMENDED STIPULATION OF DON HOLBROOK AND LAURIE HOLBROOK

Bk. No. 11-27072-lbr Case Filed: 10/31/2011

*Pursuant to the Post-Confirmation Amended Stipulation Re: Treatment of BSI Financial Services, Inc.'s Class 1-A Claim Under Debtor's Confirmed Chapter 11 Plan of Reorganization ("Stipulation"), which was approved by an Order entered on September 11, 2014, Debtors were required to make principal and interest payments of \$757.90 each, commencing on September 1, 2014.

<u>Date</u> <u>Received Post</u>	Amount Received	Applied to:
10/17/14	\$798.65	09/01/2014
11/11/14	\$798.65	10/01/2014
12/08/14	\$798.65	11/01/2014
01/05/15	\$798.65	12/01/2014
03/24/15	\$798.65	01/01/2015
03/24/15	\$798.65	02/01/2015

^{***}Debtors failed to make any post-petition monthly mortgage payments pursuant to the Stipulation during the months of September 2014, April 2015, and May 2015. Debtors are currently due and owing for the March 2015 through and including the May 2015 monthly mortgage payment.

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TIFFANY & BOSCO, P.A.
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    Gregory L. Wilde, Esq.
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 4
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 5
    Attorney for Secured Creditor,
 6
    BSI FINANCIAL SERVICES, INC., servicing agent for
    NSP LA TRUST c/o HMC ASSETS, LLC as Administrator
 7
    of the Trust, successor in interest to Bayview Loan Servicing LLC
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 9
                             UNITED STATES BANKRUPTCY COURT
                                     DISTRICT OF NEVADA
10
                                                  Bk Case No.: 11-27072-led
    In Re:
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    DON HOLBROOK and
                                                  Chapter 11
12
    LAURIE HOLBROOK,
13
                                                  Honorable Laurel E. Davis
       Debtors.
14
                                   CERTIFICATE OF MAILING
15
           On May 27, 2015, I served the following document(s):
     1.
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           FIFTEEN (15) DAY NOTICE RE: BREACH AND FAILURE TO COMPLY WITH TERMS
17
           OF THE POST-CONFIRMATION AMENDED STIPULATION RE: TREATMENT OF BSI
           FINANCIAL SERVICES, INC'S CLASS 1-A CLAIM UNDER DEBTORS' CONFIRMED
18
           CHAPTER 11 PLAN OF REORGANIZATION
19
           I served the above-named document(s) by the following means to the persons as listed below:
     2.
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           a. ECF System (You must attach the "Notice of Electronic Filing", or list all persons and
22
     addresses and attach additional paper if necessary)
23
    ///
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    ///
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    ///
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    ///
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☑ b. United States mail, postage fully prepaid (CERTIFIED MAIL) (List persons and addresses. Attach additional paper if necessary) **ATTORNEY FOR DEBTORS: DEBTORS**: THOMAS E. CROWE DON HOLBROOK 2830 S. JONES BLVD. #3 LAURIE HOLBROOK LAS VEGAS, NV 89146 9200 DALMAHOY PLACE LAS VEGAS, NV 89145 (BY CERTIFIED MAIL) (BY CERTIFIED MAIL) I declare under penalty of perjury that the foregoing is true and correct. Signed on (date): May 27, 2015 \\Schloss2003\\aw files\DRB\DRB.NV11.BLS.Holbrook.B23784.NOBreach.docx