

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In Re:

Case No. 6:10-bk-07828-KSJ

Chapter 7

MARIA RENEE BALDERRAMA,

Debtor.

_____ /

CARLA P. MUSSELMAN, Trustee
of the Bankruptcy Estate of Maria
Renee Balderrama,

Adv. Proc. No. 6:10-ap-00245-KSJ

Plaintiff,

v.

DEUTSCHE BANK TRUST COMPANY
AMERICAS, in Trust for Residential Accredit
Loans, Inc. Mortgage Asset-Backed Pass-
Through Certificates, Series 2007-QH5,

Defendant.

_____ /

TRUSTEE'S RESPONSE TO DEFENDANT'S MOTION FOR SUMMARY JUDGMENT
AND
TRUSTEE'S CROSS MOTION FOR SUMMARY JUDGMENT

COMES NOW CARLA P. MUSSELMAN, the duly appointed Chapter 7 Trustee for the above-captioned bankruptcy case (the "Trustee"), and requests that the Court enter an order denying the *Defendant's Motion for Summary Judgment* (Doc. 40), and granting summary judgment in favor of the Trustee. In support thereof, the Trustee states as follows:

I. Summary

The central question in this case is whether DEUTSCHE BANK TRUST COMPANY AMERICAS, in Trust for Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QH5 (the "Defendant" or "Deutsche") ever acquired title to a

promissory note and mortgage executed by the Debtor (the “Note” and “Mortgage”) sufficient to convey standing to assert a secured claim to real property. The Trustee argues that the undisputed facts show that the operative instrument alleged to have conveyed title, the Allonge to the Note, is fatally flawed, and that the Note was never effectively transferred to the Defendant. The Defendant, in addition to attempting to explain the conflicting positions that it has taken through the course of this litigation, disagrees with the Trustee and asserts that it has standing to assert a secured claim against the real property.

The evidence refuting the Defendant’s claims and proving the Trustee’s case is clear and is demonstrable with a single piece of documentary evidence – the Allonge to the Note.

II. Procedural History and Conflicting Positions Taken by the Defendant

This case arises from the *Motion for Relief from Stay* (Main Case Doc. 22) (the “Motion for Relief”) filed in this bankruptcy case as to the Debtor’s real property located at 398 Tunbridge Drive, Rockledge, Florida 32955 (the “Property”). The Motion for Relief was filed by Aurora Loan Services (“Aurora”), and alleged that Aurora had standing to assert a secured claim against the Property. Aurora maintained in this Adversary that it was the party with standing when it filed its Answer (Doc. 5), and also when it filed its *Motion for Leave to File Amended Answer and Affirmative Defenses* (Doc. 13).

But Aurora was not in fact the owner and holder of the Note and Mortgage, and apparently did not have standing after all. Only after being pressed by the Trustee in discovery did Aurora admit in its *Answer and Affirmative Defenses to Plaintiff’s First Amended Complaint* (the “Answer to the Amended Complaint”) (Doc. 19) that it lacked standing. The Answer to the Amended Complaint states that the Motion for Relief “incorrectly stated that Aurora holds a security interest in the subject property, when, in fact, Aurora is actually a servicing agent for

Defendant which holds the secured interest.” The “actual” party with alleged standing was revealed the same day, when the same law firm that represented Aurora filed a Statement of Corporate Ownership on behalf of Deutsche Bank Trust Company Americas, in trust for Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QH5.¹

Between Aurora and the Defendant, three substantially different versions of the Note have been filed in this case. First, on August 16, 2010, when it filed the *Motion for Relief*, the Note included an Allonge executed twice by Amy Hawkins, but with no other executions (Main Case Doc. No. 22-2). Next, on February 24, 2011, the Defendant filed its *Response to Trustee’s Amended and Renewed Motion to Compel* (Doc. 25), which attached a second version of the Note lacking any Allonge at all. Finally, on August 1, 2011, the Defendant filed its *Motion for Summary Judgment* (Doc. 40), which attached a third copy of the Note including an Allonge showing the two Hawkins signatures from the August 2010 version, but now bearing a new additional endorsement by Judy Faber (“Faber”) as Vice President of Residential Funding Company, LLC (“RFC”).² To summarize:

<u>Date:</u>	<u>Allonge?</u>	<u>Endorsed By:</u>	<u>Significance:</u>
8/16/2010	Yes	Hawkins only	Never transferred to Defendant?
2/24/2011	No	n/a	Allonge never actually attached to the Note?

¹ Neither Aurora nor Deutsche have ever filed any document describing or evidencing the alleged servicing relationship or demonstrating any authority of Aurora to file pleadings in this or any other case on Deutsche’s behalf. Furthermore, Deutsche was never properly substituted as a party defendant in this action, although the Court allowed the Trustee to file an amended complaint naming Deutsche as the Defendant.

² Ms. Faber is a so-called “notorious robosigner” whose name, when Googled, returns a large number of results, discussion, and prior litigation.

8/1/2011 Yes Hawkins & Faber Faber’s stamp used to attempt to endorse the Allonge in July 2011?

In response to the Trustee’s discovery requests seeking to explain these contradictory documents, Defendant took the position that, by virtue of its bare possession of the original Note (which as of this writing still has not yet been produced to the Court), the Defendant should not be required to respond to the Trustee’s discovery. The Parties filed Memoranda, and on May 4, 2011, the Court issued its *Order Partially Granting and Partially Denying Trustee’s Motion to Compel* (Doc. 29).

III. The Problems with the Allonge

The Allonge is not authentic and, as such, cannot transfer any interest in the Note to Deutsche. According to the Motion for Summary Judgment (and more particularly, Exhibit A attached thereto, the *Affidavit of Judy Faber*, the “Faber Affidavit”), the Note in this case has allegedly been transferred (via the Allonge) as follows:

<u>Transferor</u>	<u>Patent Exec. Date</u>	<u>Alleged Exec. Date</u>
First National Bank of Arizona	unclear	n/a
First National Bank of Nevada	unclear	May 5, 2007
Residential Funding Co., LLC	unclear	May 30, 2007

The “Patent Execution Date” for all three endorsements is unclear, because none of them were dated on the face of the Allonge. The only information that is available regarding the actual date of execution of the endorsements comes from the Faber Affidavit’s allegations.

A. The Hawkins Transfers

The corporate officer purporting to transfer the note on behalf of both the first two entities (the First National Banks of Arizona and Nevada) is the same person: Amy Hawkins. Ms. Hawkins first executes as the Assistant Vice President of the First National Bank of Arizona, and then she executes as the Assistant Vice President of the First National Bank of Nevada.³ Mrs. Hawkins signature is inauthentic, as is more clearly described in the *Affidavit of Ann Mahony*, attached hereto as "Exhibit A". Mrs. Mahony, an expert Document Examiner, concludes that the entire document must be inauthentic because the signatures of Mrs. Hawkins are inauthentic.

Therefore, the Allonge, such as it is, is unable to convey any interest in the Note. The Court may rule as a matter of law that the defective Allonge makes the attempted transfer of the Note into the securitized trust void, and that Deutsche has no secured interest in the Property. Rather, Deutsche has, at best, an unsecured claim in the bankruptcy case (by virtue of holding the original Note, if that is in fact the case), and Deutsche has recourse against its title insurer or indemnity for any deficiency in its recovery.

However, the problems with the Allonge do not stop with the defective Hawkins endorsements. There are three significant additional problems with the Allonge: first, that the "signature" of Judy Faber is admitted by Deutsche to be a rubber stamp (literally), second, that Faber herself did not impress the stamp's mark on the Allonge and third, that the Allonge's alleged execution dates (the dates of transfer) are inconsistent with the documents that have been filed in this case.

³ The FDIC assumed control of both entities and sold their assets on July 25, 2008. A diligent search produced no record of Amy Hawkins. See FDIC records available online at: <http://www.fdic.gov/bank/individual/failed/fnbnv.html>.

B. The Faber Transfer was Invalid

Even if the Hawkins Transfer were valid to convey the loan from First National Bank of Nevada to RFC, the Faber Transfer was ineffective to convey the loan from RFC to Deutsche.

i. Faber Did Not Endorse the Allonge
(or, the “Rubber Stamp” problem)

Ms. Faber testified (in her affidavit) that she had authority to execute transfers for RFC pursuant to her status as a Director of that entity. See Faber Affidavit at ¶ 2. However, no evidence has been offered by the Defendant that Ms. Faber executed the endorsement on the Allonge. The carefully-worded Faber Affidavit states that *Ms. Faber* had authority, and that the endorsement “was effectuated” with her “knowledge, authorization, and approval, and it was [her] intent to cause the Note to be endorsed in this manner[.]” *Id.* at ¶ 9. Tellingly, the Affidavit fails to allege that Ms. Faber *stamped the Allonge*. Thus, the endorsement appears to be admitted to have been made by some other person, using a rubber stamp with a facsimile of Ms. Faber’s signature.

Therefore, Ms. Faber apparently *delegated* the use of the rubber stamp to some other individual. No evidence has been provided as to who this individual was, or evidencing that the stamper was authorized (like Ms. Faber) to execute transfers. It is equally questionable as to whether Ms. Faber had authority to delegate this responsibility to any other person.

If a person without authority applied the stamp of Judy Faber to the Allonge, then the endorsement is invalid to convey the loan from RFC to Deutsche. The Defendant has not proven that the stamper had authority, and the Trustee alleges that the stamper did not have authority.

ii. The Allonges Conflict with Faber's Testimony
(or, the "Double Allonge" problem)

Faber's Affidavit testimony is that the Allonge was transferred from RFC to Deutsche on May 30, 2007. The Trustee has argued that the Allonge was never properly transferred to Deutsche at all, and that an improper and ineffective attempt was made to correct the Allonge to make it *appear as though* it had been executed in 2007.

The Trustee's assertion rests on the copy of the Allonge that was filed with the Defendant's Motion for Relief from Stay (Main Case Doc. No. 22-2) (the "2010 Allonge").⁴ A copy of the "2010 Allonge" is attached hereto as "Exhibit B". The 2010 Allonge lacks the endorsement of Judy Faber. In fact, the first time that anyone involved in this case saw the endorsement of Faber is when in 2011 the Defendant filed the new, improved version of the Allonge in its Motion for Summary Judgment in this Adversary Proceeding - and only *after* the Trustee had already argued that the Allonge was ineffective to transfer the loan *because it lacked any endorsement into the Secured Trust*. That is, the new Allonge helpfully remedied the arguments that the Trustee was making at that time.

Therefore, there is a question of fact as to how the 2007 Allonge (the "2007 Allonge") came to be, and how the 2010 Allonge came to be, and how Aurora Loan Services obtained in 2010 a copy of the Allonge *lacking* Faber's endorsement, if the Allonge was endorsed, as Faber testified in her affidavit, by Faber in May of 2007.

If the testimony in Faber's affidavit is true, then an image of the Allonge would have had to have been made during the 25 days between May 4, 2007 (when Hawkins allegedly endorsed the Allonge) and May 30, 2007 (when Faber allegedly added her endorsement). Then,

⁴ The Motion for Relief was originally filed in the name of Aurora Loan Services. Deutsche was not disclosed to be the alleged "real" owner of the loan until later in the case.

that image of the Allonge must have somehow been provided to Aurora Loan Services in 2010 to use in its state-court foreclosure case and for the purposes of relief from stay. To say the least, that particular hypothetical chain of events is difficult to imagine. The Defendant has offered no evidence to explain this inconsistency. The Trustee's assertion, that the Allonge was fabricated in 2010 to meet the needs of litigation, is more likely to be the correct explanation.

IV. Law Supporting the Trustee

Florida Statutes § 692.01 requires that any transfer of a corporation's interest in real property, including an assignment of a mortgage, be executed by a corporate officer. This is not a ministerial requirement but a substantive requirement of law. Cases interpreting the statute have strictly found that persons who were not authorized corporate officers could not transfer real property interests. For example:

The lease document was purportedly executed in behalf of the Bank by an assistant vice-president without subscribing witnesses. The Bank offered no proof that the Bank had authorized its assistant vice-president to execute a lease in its name. We agree with the trial court that an assistant vice-president is not a vice-president whose presumed authority to execute a lease for a bank is derived from Section 692.01.

Florida First Nat. Bank of Jacksonville v. Alfred DuPont et al, 350 So.2d 481, 483 (Fla. 1st DCA 1077) (holding that bank's assistant vice-president lacked authority and therefore the attempted transfer was void). Here, the Defendant has offered no proof of Amy Hawkins' authority, or who used Faber's stamp to make the Faber endorsement, or whether that unnamed person had any authority to do so that was cognizable under Section 692.01.

Even if the Defendant had offered proof that Hawkins and the Faber stamper had authority, there is an issue of timing of when the endorsements were made that would also be dispositive. In March of this year (2011), similar issues related to the date of endorsement of a note were considered in another case and adversary proceeding. *Densmore v. Litton Loan*

Servicing, L.P. (In re Densmore), 445 B.R. 307 (Bankr. D. Vt. 2011). In that case, the bankruptcy court concluded that post-petition endorsements are ineffective to convey standing:

Here, the document Litton has filed to enforce its rights under the Note and Mortgage is a proof of claim, rather than a complaint or motion, and **the seminal date for analysis and allowance of a proof of claim, including the question of standing, is the date the bankruptcy case was commenced.** See Official Form 10. Therefore the critical inquiry is whether Litton was the holder of the Note as of the date of the Debtor's bankruptcy filing. Since the date the Note was endorsed is a material fact essential to the determination of whether Litton is entitled to judgment as a matter of law, and since the record of undisputed material facts does not include any information about the date of the endorsement, summary judgment is not proper.

Id. at 312 (emphasis added). Here, the Trustee has disputed the Defendant's allegations as to whether the endorsements were timely made.

The Defendant's arguments that bare possession of a promissory note entitle it to a complete, perfected secured interest in the Debtor's property fails for several reasons. First, and perhaps most importantly, the Defendant has put all its eggs into the basket represented by the Note (so to speak). That is, by failing to make and record an assignment of mortgage, and relying completely on the negotiation of the note to equitably transfer the mortgage, the Defendant must now live or die by the effectiveness of the transfer of the note. If the note was not transferred effectively, then it is beyond argument that the mortgage could not have "followed" the improperly-transferred note.

To the extent that the Defendant argues that the bankruptcy estate in this case should not benefit from a "windfall" due to the failure to properly negotiate the note, this argument must fail as well. Florida's Fifth DCA recently considered just such an argument, and found that it is black-letter law that the party claiming a secured interest must prove it holds such interest, and cannot avoid providing the evidence of proper ownership by making an equitable appeal:

Incredibly, U.S. Bank argues that “[i]t would be inequitable for [Ms. Gee] to avoid foreclosure based on the absence of an endorsement to [it].” But that argument flies in the face of well-established precedent requiring the party seeking foreclosure to present evidence that it owns and holds the note and mortgage in question in order to proceed with a foreclosure action. See *Verizzo*, 28 So.3d at 978; *Philogene v. ABN Amro Mortg. Group Inc.*, 948 So.2d 45, 46 (Fla. 4th DCA 2006).

Gee v. U.S. Bank, 2011 WL 4645602 at *2 (Fla. 5th DCA 2011) (editorial marks in original).

Furthermore, the burden shifted to the Defendant to prove its standing once the Trustee challenged the validity of the endorsements on the Allonge:

When Ms. Gee denied that U.S. Bank had an interest in the Mortgage, ownership became an issue that U.S. Bank, as the plaintiff, was required to prove. See *Lizio*, 36 So.3d at 929; *Carapezza v. Pate*, 143 So.2d 346, 347 (Fla. 3d DCA 1962).

Id. The issue of authority of the endorser of the Allonge here is a material issue of fact, and the failure of the Defendant to prove such authority by a preponderance of the evidence may be ultimately dispositive:

As U.S. Bank failed to offer any proof of American Home's authority to assign the Mortgage, we conclude that it failed to establish its standing to bring the foreclosure action as a matter of law. See *Servedio v. U.S. Bank Nat'l Ass'n*, 46 So.3d 1105, 1107 (Fla. 4th DCA 2010) (explaining that plaintiff may submit evidence of assignment from payee to plaintiff or affidavit of ownership to prove its status as holder of note); see also *Khan v. Bank of Am., N.A.*, 58 So.3d 927, 928 (Fla. 5th DCA 2011) (holding that bank failed to establish it had standing to foreclose mortgage as matter of law where copy of note attached to amended complaint bore endorsement assigning note to another bank); *Verizzo*, 28 So.3d at 977 (finding genuine issue of fact as to whether bank owned and held note where record did not reflect assignment or endorsement of note to bank). Cf. *Isaac v. Deutsche Bank Nat'l Trust Co.*, 36 Fla. L. Weekly D727 (Fla. 4th DCA Apr.6, 2011) (holding that assignee of promissory note and mortgage adequately established its ownership of note and mortgage, as necessary to confer standing to bring foreclosure action, where assignee filed original note and mortgage, along with allonge payable to bearer, and affidavit from representative of successor in interest to previous assignee); *Taylor v. Deutsche Bank Nat'l Trust Co.*, 44 So.3d 618 (Fla. 5th DCA 2010) (holding that written assignment of promissory note and mortgage from nominee of original lender to bank was sufficient to confer upon bank authority to foreclose mortgage, even though nominee had no beneficial interest in note and note was not endorsed by original lender; mortgage gave nominee explicit power to enforce note by foreclosing note and nominee assigned that right to bank).

Id.

V. Conclusion

(or, the Trustee's Theory of the Case)

The Trustee intends to prove by a preponderance of the evidence that:

1. The Allonge was fabricated for the purpose of the Motion for Relief from Stay, and it was never executed by "Amy Hawkins." Her signature was copied from some other document and pasted onto the Allonge for the purposes of litigation in 2010. The Allonge was created years after the two entities purporting to effect the transfer had been liquidated by the FDIC.
2. The Allonge was created separately from the Note, because at the time the Allonge was created, the Note was physically somewhere else. This is why the Allonge was never permanently affixed to the Note until very recently (if at all), well into this litigation.
3. The Faber endorsement was stamped onto the Allonge in 2011, by someone other than Judy Faber, and possibly after Ms. Faber left the employment of RFC.

For all these factual reasons, the Allonge was never effective to convey any interest to Deutsche, and therefore, Deutsche is at best an unsecured creditor in this bankruptcy case. The Defendant has failed to prove that there are no material issues of fact such that it is entitled to judgment on the pleadings. Furthermore, the record evidence supports the Trustee's theory of the case, and the Defendant has not presented evidence refuting the Trustee's allegations. The

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Court should enter summary judgment for the Trustee and avoid the lien encumbering the Property so that the Property can be liquidated for the benefit of the unsecured creditors of the bankruptcy estate.

WHEREFORE, the Trustee respectfully requests that this Court enter an Order denying the Defendant's Motion for Summary Judgment, granting summary judgment in favor of the Trustee, and for all such further relief as the Court deems necessary and appropriate.

Dated this 21st day of October, 2011.

CHILDERSLAW 

Sixth Street Executive Center
1330 NW Sixth Street, Suite C
Gainesville, Florida 32601
tel 866.996.6104 fax 407.209.3870
net jchilders@smartbizlaw.com

/s/ Seldon J. Childers, Esq. .
Florida Bar No. 61112

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished this date electronically or by U.S. mail to Daniel A. Miller, Broad and Cassel, One North Clematis Street, Suite 500, West Palm Beach, FL 33401.

/s/ Seldon J. Childers, Esq. .
Florida Bar No. 61112

Exhibit A

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

In Re:

Case No. 6:10-bk-07828-KSJ
Chapter 7

MARIA RENEE BALDERRAMA,

Debtor.

Adv. Proc. No. 6:10-ap-00245-KSJ

CARLA P. MUSSELMAN, Trustee
of the Bankruptcy Estate of Maria
Renee Balderrama,

Plaintiff,

v.

AURORA LOAN SERVICES, LLC.,

Defendant.

AFFIDAVIT OF ANN MAHONY

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

BEFORE ME, the undersigned authority, personally appeared Ann Mahony who, being affirmed, deposes and says:

1. I am over eighteen years of age and not a party to this matter. If called by the court, I could and would testify competently and of my own knowledge as set forth herein.
2. I am a court qualified handwriting and questioned document examiner. I am a member of the following organizations: National Association of Document Examiners; Forensic Expert Witness Association, Northern California Fraud Investigators Association, American Society for Testing and Materials, Technical Advisory Service for Attorneys.

3. I have been certified through written, oral and case testing before a board through the National Association of Document Examiners.

4. I have performed questioned document and/or handwriting examination in more than 890 cases in my practice in handwriting and questioned document forensics since 1981.

5. I provide research assistance as well as expert testimony in the areas of forgery and fraud and document examination. My work includes but is not limited to: real estate and tax matters, patents, trademarks and copyrights, labor and employment law, trade regulations and customs, medical and insurance records, wills, trusts and estate matters and a variety of documents for banks and financial institutions.

6. I first qualified to give expert testimony on questioned documents in San Francisco Superior court in 1982. I first qualified to give expert testimony in Alameda County Superior Court in 1989. I first qualified to give expert testimony in these areas in Contra Costa County Superior Court in 1992. I first qualified to give testimony in these matters in Contra Costa County Municipal Court in 1989.

7. I have presented papers and/or lectures to: American Board of Forensic Examiners, National Association of Document Examiners, World Association of Document Examiners, Northern California Fraud Investigators Association, California Association of Police Training, State Bar of California, American Association of Legal Nurse Consultants, Pacific Bell, and Safeway Stores.

8. I have examined the document identified as: First National Bank of Nevada, Allonge to Note, with the questioned signature of Amy Hawkins.

9. My purpose in examining this document was to make a determination, if possible, as to the authenticity of the signature.

10. My examination consisted of a study and comparison of slant, speed, primary pressure, line quality, vertical and horizontal expansion and spatial ratios, size variations, artistic quality, general style characteristics, master patterns and personal variations, and specific letter formation.

11. My expert opinion formed after examination and study of the documents is: The two signatures are so closely aligned in all aspects as to be indistinguishable one from the other when examined via transparency overlay. There are no indications of a natural range of variation one expects to find when observing genuine signatures. Both signatures appear to have been created from a single master signature.

12. In addition, the second signature on the page shows remnants of a printed baseline which may be part of the original master from which these two signatures were copied. The baseline is clearly visible beneath the capital "A" in Amy, as well as the "Haw" in Hawkins. In other words, the second signature was not originally affixed to the page as a first generation signature, but rather was taken from a second, unidentified document, and affixed to the Allonge to Note.

13. Because the second signature is not original to the document, but taken from a second source and applied, this renders the authenticity of the document to be non-genuine. The signature may be a genuine signature (from another source) but the document itself is not.

14. As outlined in item #10, the first signature to appear on the page, located below "Pay to the Order of: First National Bank of Nevada appears to be a duplicate of the second signature on the page. Because neither of the signatures were applied as first generation signatures, original to the document, neither signature can be considered genuine.

15. I am prepared to demonstrate and identify each of the above listed discrepancies through testimony and graphic representations at trial or other proceeding if called to do so.

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

FURTHER AFFIANT SAYETH NAUGHT.

Ann Mahony
Ann Mahony, CDE

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On this 20th day of September, 2011, before me, personally appeared Ann Mahony who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument she is the person who executed the instrument.

I certify under penalty of perjury that the foregoing paragraph is true and correct. WITNESS my hand and official seal:



Marie B. Firl

Notary Signature

My commission expires: April 11, 2012

Exhibit B



1665 West Alameda Drive
Tempe, AZ 85282
Office (480) 224-8321 Fax (480) 224 - 8522

ALLONGE TO NOTE

LOAN NUMBER: [REDACTED]
BORROWER: Balderrama
IN THE AMOUNT OF: \$212,800.00

PAY TO THE ORDER OF:

FIRST NATIONAL BANK OF NEVADA

WITHOUT RECOURSE BY:

AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF ARIZONA

PAY TO THE ORDER OF:

WITHOUT RECOURSE BY:

AMY HAWKINS, ASSISTANT VICE PRESIDENT
FIRST NATIONAL BANK OF NEVADA