

IN THE SUPREME COURT OF THE STATE OF NEVADA

JUDITH M. TSAGRIS,  
Appellant,  
vs.  
WASHINGTON MUTUAL BANK, FA, A  
FOREIGN ENTITY; JPMORGAN  
CHASE BANK, N.A., A FOREIGN  
ENTITY; AND CALIFORNIA  
RECONVEYANCE COMPANY, A  
CALIFORNIA CORPORATION,  
Respondents.

No. 58443

FILED

JAN 17 2013

TRAGIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *Angerson*  
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal of a district court summary judgment in a quiet title action. Second Judicial District Court, Washoe County; Janet J. Berry, Judge.

Appellant's complaint alleged that no defendant owned or possessed the promissory note or deed of trust encumbering her property, and, therefore, no entity could foreclose on the deed of trust, and no entity had valid interests in her property. Thus, appellant contended that the existence of the purportedly invalid deed of trust was a cloud on her title, which she sought to quiet in her favor.

Nevada permits a person who claims an interest in real property to bring an action to extinguish adverse claims. NRS 40.010. In a quiet title action, the burden rests on the plaintiff to prove superior title, and the recorded title is presumed valid. Breliant v. Preferred Equities Corp., 112 Nev. 663, 669, 918 P.2d 314, 318 (1996); see also Yokeno v. Mafnas, 973 F.2d 803, 808 (9th Cir. 1992). Summary judgment is appropriate when there is no genuine issue of material fact, and thus, the moving party is entitled to judgment as a matter of law. Wood v. Safeway,

Inc., 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). To avoid summary judgment once the movant has properly supported the summary judgment motion, the nonmoving party may not rest upon general allegations and conclusions, but must instead set forth by affidavit or otherwise specific facts demonstrating the existence of a genuine issue of material fact for trial. NRC 56(e); Wood, 121 Nev. at 731, 121 P.3d at 1030-31. This court reviews summary judgments de novo. Wood, 121 Nev. at 729, 121 P.3d at 1029.

The appellate record shows that respondents' motion for summary judgment included copies of the deed of trust and promissory note, executed by appellant in favor of Washington Mutual Bank, F.A. The promissory note was endorsed in blank by Washington Mutual. Respondents also included a copy of the purchase and assumption agreement transferring the entirety of Washington Mutual's assets to respondent JPMorgan Chase Bank, N.A., and a copy of an assignment of the deed of trust from JPMorgan Chase, as successor in interest to Washington Mutual, to Deutsche Bank, transferring the deed of trust together with the note. The deed of trust, assignment, and assumption agreement were certified copies of publicly recorded documents. NRS 52.125; NRS 52.265; see also Barron v. Reich, 13 F.3d 1370, 1377 (9th Cir. 1994) (holding documents obtained from administrative agencies are subject to judicial notice as public records). The note was properly authenticated by declaration. NRS 53.045. Additionally, respondents produced a copy of appellant's deposition transcript in which appellant acknowledged that she had executed the promissory note and deed of trust

and had not satisfied the promissory note through repayment, conceding their authenticity.<sup>1</sup>

Based on the admissible documentary evidence and deposition testimony before the district court, we conclude that there were no genuine issues of material fact concerning the validity of the deed of trust and promissory note, and appellant's claim that she should have title in fee simple free of any lien therefore failed as a matter of law. Thus, we conclude the district court appropriately entered summary judgment in favor of respondents.

Appellant also challenges the district court's denial of her motion to amend her complaint to assert additional causes of action. A district court's decision on a motion for leave to amend will not be disturbed absent an abuse of discretion. University & Cmty. Coll. Sys. v. Sutton, 120 Nev. 972, 988, 103 P.3d 8, 19 (2004). Although leave to amend shall be freely given when justice requires, NRC 15(a), undue delay is a valid basis for denying leave to amend. Stephens v. Southern Nevada Music Co., 89 Nev. 104, 105-06, 507 P.2d 138, 139 (1973). Here, the district court found that the motion for leave to amend was filed after the


---

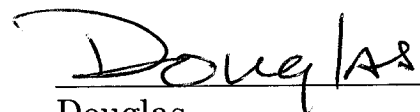
<sup>1</sup>On appeal, and in the summary judgment motion, both parties made arguments concerning foreclosure proceedings under NRS Chapter 107. But, appellant's complaint did not allege wrongful foreclosure or any violation of NRS Chapter 107, it merely sought to quiet title and, consequently, invalidate the deed of trust. Thus, only those arguments concerning the existence and validity of the deed of trust are relevant. Whether the proper entity sought to foreclose on the deed of trust is not before this court, and this court has rejected the theory that an improper or incomplete transfer of either the deed of trust or the promissory note destroys the security interest. Edelstein v. Bank of New York Mellon, 128 Nev. \_\_\_, \_\_\_, 286 P.3d 249, 260 (2012).

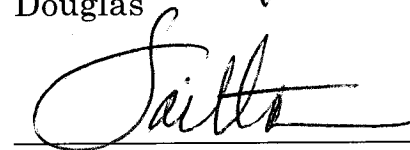
deadlines for discovery and dispositive motions had passed, after being continued twice, and concluded that this amounted to undue delay. We discern no abuse of discretion in the district court's decision to deny leave to amend.<sup>2</sup> Id.

Accordingly, we

ORDER the judgment of the district court AFFIRMED.

  
\_\_\_\_\_, J.  
Gibbons

  
\_\_\_\_\_, J.  
Douglas

  
\_\_\_\_\_, J.  
Saitta

cc: Hon. Janet J. Berry, District Judge  
Jill I. Greiner, Settlement Judge  
Terry J. Thomas  
Smith Larsen & Wixom  
Washoe District Court Clerk

---

<sup>2</sup>Because we affirm on these bases, we decline to reach the parties' other arguments.