

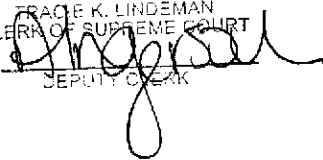
IN THE SUPREME COURT OF THE STATE OF NEVADA

MARY R. SEILER; AND FRED
BARTHOLOMEW, III,
Appellants,
vs.
JP MORGAN CHASE BANK, N.A.;
CHASE HOME FINANCE LLC;
NATIONWIDE CLEARING TITLE
A/K/A NATIONWIDE TITLE
CLEARING, INC.; CALIFORNIA
RECONVEYANCE COMPANY; AND
STEWART TITLE GUARANTY
COMPANY,
Respondents.

No. 61525

FILED

JAN 21 2014

TRACEE K. LINDEMAN
CLERK OF SUPREME COURT
BY 
DEPUTY CLERK

ORDER OF AFFIRMANCE

This is a proper person appeal from a district court summary judgment in a quiet title and tort action. Eighth Judicial District Court, Clark County; Timothy C. Williams, Judge.

Based upon the record on appeal and the arguments in appellants' proper person appeal statement, we conclude that the district court properly entered summary judgment in favor of all respondents. NRCP 56(c); *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005); *Winn v. Sunrise Hosp. & Med. Ctr.*, 128 Nev. ___, ___, 277 P.3d 458, 462 (2012) (treating a dismissal order as an order granting summary judgment when the district court considered evidence outside the pleadings).

It is undisputed that appellant Fred Bartholomew, III, obtained a loan from Washington Mutual in 2004 and that Bartholomew obtained a refinanced loan from Washington Mutual in 2006. The premise of appellants' complaint, however, appears to be that because Washington

Mutual allegedly sold the 2004 loan, Washington Mutual lacked the authority to extend a new loan to Bartholomew in 2006. This premise is without merit. Washington Mutual was free to offer Bartholomew a new, refinanced loan, just as Bartholomew was free to accept the new, refinanced loan. Nonetheless, appellants' complaint alleges that they were defrauded or otherwise wronged by respondents in connection with the 2004 loan.¹ Nothing in the record suggests as much, and appellants have failed to otherwise explain what harm they have suffered at the hands of respondents in connection with the 2004 loan.²


To the extent that appellants' complaint alleged that respondents engaged in misconduct with respect to the 2006 loan, these allegations are likewise unsupported. In particular, aside from appellants' unsubstantiated allegation, there is nothing in the record to suggest that Washington Mutual sold Bartholomew's 2006 loan before entering into FDIC receivership, or that Bartholomew's 2006 loan was otherwise not one of the assets that respondent JP Morgan Chase Bank, N.A., acquired

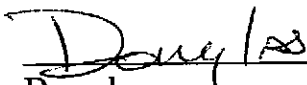
¹To the extent that appellants' claims are based on their belief that the May 2006 Deed of Full Reconveyance was "void," we agree with respondents' district court argument in this regard. Namely, even if this document were void, this would simply mean that the subject property remained encumbered by the 2004 deed of trust in addition to being encumbered by the 2006 deed of trust that was ultimately foreclosed upon.

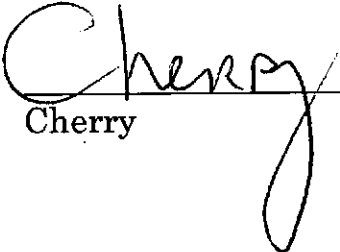
²Appellants acknowledge that the 2004 loan "was paid in full," presumably with the proceeds from the 2006 loan. Appellants do not contend that anyone—most importantly any of the respondents—has since sought to collect on the 2004 loan. For this reason and others, summary judgment was properly granted in favor of respondents JP Morgan Chase Bank, N.A., and California Reconveyance Company as to Bartholomew's claim for breach of contract.

from the FDIC. Moreover, as appellants did not allege that they paid off the 2006 loan or that Bartholomew was not in default on that loan, they had no basis upon which to maintain an action for quiet title or wrongful foreclosure. For this reason and others, the district court properly granted summary judgment as to these claims.³ We therefore

ORDER the judgment of the district court AFFIRMED.


_____, J.
Hardesty


_____, J.
Douglas


_____, J.
Cherry

cc: Hon. Timothy C. Williams, District Judge
Fred Bartholomew, III
Mary R. Seiler
Smith Larsen & Wixom
McDonald Carano Wilson LLP/Las Vegas
Gerrard Cox & Larsen
Eighth District Court Clerk

³Appellants' complaint likewise failed to articulate a viable cause of action for fraud against any of the respondents. *Cf. Barmettler v. Reno Air, Inc.*, 114 Nev. 441, 447, 956 P.2d 1382, 1386 (1998) (reciting the essential elements for a viable fraud claim, which include a defendant's misrepresentation to the plaintiff and the plaintiff's reliance on that misrepresentation).