

IN THE SUPREME COURT OF THE STATE OF NEVADA

901 CHOCTAW, LLC,
Appellant,
vs.
BANK OF AMERICA, N.A.,
SUCCESSOR BY MERGER TO BAC
HOME LOANS SERVICING, LP F/K/A
COUNTRYWIDE HOME LOANS
SERVICING, LP; AND CARRINGTON
MORTGAGE HOLDINGS, LLC,
Respondents.

No. 71224

FILED

NOV 19 2018

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER OF AFFIRMANCE

This is an appeal from a district court order granting summary judgment, certified as final under NRCP 54(b), in an action to quiet title. Eighth Judicial District Court, Clark County; Kerry Louise Earley, Judge. Reviewing the summary judgment de novo, *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005), we affirm.

We conclude that the district court correctly determined that respondent Bank of America cured the default as to the superpriority portion of the HOA's lien by tendering \$175.95 to the HOA's agent, which was accepted and which represented 9 months of assessments.¹ See *Horizons at Seven Hills Homeowners Ass'n v. Ikon Holdings, LLC*, 132 Nev. 362, 373, 373 P.3d 66, 72 (2016) (“[A] superpriority lien pursuant to NRS 116.3116(2) [(2011)] . . . is limited to an amount equal to nine months of common expense assessments.”). The tender of the defaulted superpriority portion of the HOA's lien cured the default as to that portion of the lien such

¹Although appellant suggests that there are questions of material fact regarding whether the tender was both made and accepted, the record contains unrefuted evidence that the tender was made and accepted.

that the ensuing foreclosure sale did not extinguish the first deed of trust. *Bank of America, N.A. v. SFR Investments Pool 1, LLC*, 134 Nev., Adv. Op. 72, 427 P.3d 113 (2018). Although appellant contends that Bank of America needed to record evidence of the tender and that appellant is protected as a bona fide purchaser, we recently rejected similar arguments. *Id.* at 119-121. Accordingly, the district court correctly determined that appellant took title to the property subject to the first deed of trust. We therefore

ORDER the judgment of the district court AFFIRMED.

Pickering, J.
Pickering

Gibbons J.
Gibbons

Hardesty, J.
Hardesty

cc: Hon. Kerry Louise Earley, District Judge
William C. Turner, Settlement Judge
Hafter Law
Akerman LLP/Las Vegas
Eighth District Court Clerk