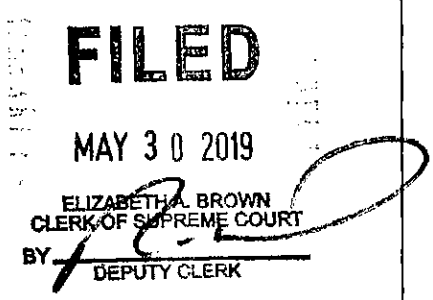
IN THE COURT OF APPEALS OF THE STATE OF NEVADA

SATICOY BAY LLC SERIES 10021 VIA TORO,
Appellant,
vs.
JPMORGAN CHASE BANK, N.A.,
Respondent.

No. 75583-COA



ORDER OF AFFIRMANCE

Saticoy Bay LLC Series 10021 Via Toro appeals from a district court order granting summary judgment in a quiet title action. Eighth Judicial District Court, Clark County; Richard Scotti, Judge.

The original owner of the subject property failed to make periodic payments to its homeowners' association (HOA). The HOA recorded a notice of delinquent assessment lien, and later, a notice of default and election to sell to collect on the past due assessments and other fees pursuant to NRS Chapter 116. Respondent JPMorgan Chase Bank, N.A., is the beneficiary on the first deed of trust recorded against the subject property. Saticoy Bay purchased the subject property at the HOA foreclosure sale, and then sought to quiet title in the district court.

Saticoy Bay claimed that the foreclosure sale extinguished JPMorgan's deed of trust encumbering the subject property. The parties filed cross-motions for summary judgment and the district court ruled in favor of JPMorgan, finding that the Federal Foreclosure Bar applied to

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protect the first deed of trust because JPMorgan was the servicer on the loan owned by the Federal Housing Finance Agency acting as conservator for Fannie Mae. Thus, Saticoy Bay took the instant property subject to the first deed of trust. This appeal followed.

This court reviews a district court's order granting summary judgment de novo. *Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005). Summary judgment is proper if the pleadings and all other evidence on file demonstrate that no genuine issue of material fact exists and that the moving party is entitled to judgment as a matter of law. *Id.* When deciding a summary judgment motion, all evidence must be viewed in a light most favorable to the nonmoving party. *Id.* General allegations and conclusory statements do not create genuine issues of fact. *Id.* at 731, 121 P.3d at 1030-31.

On appeal, Saticoy Bay argues that the Federal Foreclosure Bar does not apply because Fannie Mae is not a party to the litigation and there is no recording of Fannie Mae's interest in the property, nor any admissible evidence that JPMorgan was Fannie Mae's servicer. Pursuant to *Nationstar Mortgage, LLC v. SFR Investments Pool 1, LLC*, 133 Nev. 247, 396 P.3d 754 (2017), JPMorgan, as servicer on the loan, has standing to assert the Federal Foreclosure Bar on behalf of the FHFA and Fannie Mae. And the declarations and business records from JPMorgan, combined with the authorizations in the Fannie Mae Servicing Guide generally applicable to Fannie Mae's loan servicers, are sufficient to show that JPMorgan is authorized to assert the Federal Foreclosure Bar on Fannie Mae's behalf. *Cf. Berezovsky v. Moniz*, 869 F.3d 923, 932-33, 932 n.8 (9th Cir. 2017)

(determining similar evidence was sufficient to establish Freddie Mac's contractual authorization of its loan servicer in the absence of contrary evidence). Moreover, the recorded deed of trust itself states that it is a "Fannie Mae/Freddie Mac UNIFORM INSTRUMENT." In light of this publicly recorded language and the evidence mentioned above, we conclude that JPMorgan had standing to assert Fannie Mae's interest in the subject property. The publicly recorded language on the deed of trust identifying Fannie Mae's interest also undermines Saticoy Bay's arguments that consent to the foreclosure sale should be implied and that it did not have notice of the interest such that the equitable bona fide purchaser argument would prevail over the Federal Foreclosure Bar. *See Saticoy Bay LLC Series 6941 Christine View v. Fed. Nat'l Mortg. Ass'n*, 134 Nev., Adv. Op. No. 36, 417 P.3d 363, 368 (2018) (noting that a federal entity must affirmatively relinquish its protection of owned property) (citing *Berezovsky*, 869 F.3d at 929); *Shadow Wood Home Owners Ass'n v. N.Y. Cmty. Bancorp., Inc.*, 132 Nev. 49, 63-66, 366 P.3d 1105, 1114-16 (2016) (discussing how notice prior to sale of another competing interest would affect resolution of title disputes).

Therefore, under Nevada Supreme Court precedent, we determine there is no genuine issue of material fact that would prevent summary judgment in favor of JPMorgan asserting the Federal Foreclosure Bar protects the first deed of trust owned by Fannie Mae.[1] *See Christine*

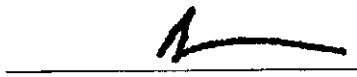
[1]To the extent Saticoy Bay raises additional arguments, we have reviewed them and the record and find them unpersuasive in light of our resolution here.

View, 134 Nev., Adv. Op. No. 36, 417 P.3d at 368 (holding that the Federal Foreclosure Bar preempted the Nevada statutes that allowed an HOA foreclosure to extinguish a first deed of trust). Accordingly, we

ORDER the judgment of the district court AFFIRMED.

_____, C.J.
Gibbons

_____, J.
Tao



_____, J.
Bulla

cc: Hon. Richard Scotti, District Judge
Law Offices of Michael F. Bohn, Ltd.
Smith Larsen & Wixom
Fennemore Craig P.C./Reno
Eighth District Court Clerk