IN THE COURT OF APPEALS OF THE STATE OF NEVADA

SATICOY BAY LLC SERIES 227 BIG HORN,
Appellant,
vs.
JPMORGAN CHASE BANK, N.A.,
Respondent.

No. 77420-COA

FILED

DEC 26 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY
DEPUTY CLERK

ORDER OF AFFIRMANCE

Saticoy Bay LLC Series 227 Big Horn (Saticoy Bay) appeals from a district court summary judgment in a quiet title action. Eighth Judicial District Court, Clark County; Kerry Louise Earley, Judge.

The original owner of the subject property failed to make periodic payments to his 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. Saticoy Bay purchased the property at the resulting foreclosure sale and filed the underlying action seeking, as relevant here, to quiet title. The beneficiary of the first deed of trust on the property, respondent JPMorgan Chase Bank, N.A. (JPMorgan), filed an answer and likewise counterclaimed for quiet title, among other things. The parties later filed cross-motions for summary judgment, and the district court ruled in favor of JPMorgan, finding that the Federal National

Mortgage Association (Fannie Mae) owned the deed of trust and the underlying loan, such that 12 U.S.C. § 4617(j)(3) (the Federal Foreclosure Bar) prevented the foreclosure sale from extinguishing the deed of trust. This appeal followed.

This court reviews a district court's order granting summary judgment de novo. *See 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.

A review of the record from the underlying proceeding reveals that no genuine issue of material fact exists and that JPMorgan is entitled to judgment as a matter of law. *Id.* at 729, 121 P.3d at 1029. Indeed, despite Saticoy Bay's assertions to the contrary, the Federal Housing Finance Agency (FHFA) was not required to participate as a party in this action for the Federal Foreclosure Bar to apply. *See Nationstar Mortg. LLC v. SFR Invs. Pool 1, LLC*, 133 Nev. 247, 248, 396 P.3d 754, 755 (2017) (holding that loan servicers have standing to assert the Federal Foreclosure Bar on a regulated entity's behalf). Moreover, we reject Saticoy Bay's argument that Fannie Mae was required to record its interest and have the deed of trust

assigned to it in order to avail itself of the Federal Foreclosure Bar. *See Daisy Tr. v. Wells Fargo Bank, N.A.*, 135 Nev., Adv. Op. 30, 445 P.3d 846, 849 (2019) (holding that a deed of trust need not be assigned to a regulated entity in order for it to own the secured loan—meaning that Nevada's recording statutes are not implicated—where the deed of trust beneficiary is an agent of the note holder).

Finally, we conclude that the testimony and business records produced by JPMorgan, including the authorizations in the Fannie Mae Servicing Guide generally applicable to Fannie Mae's loan servicers, were sufficient to prove Fannie Mae's ownership of the note and the agency relationship between Fannie Mae and JPMorgan in the absence of contrary evidence. *See id.* at 849-51 (affirming on similar evidence and concluding that neither the loan servicing agreement nor the original promissory note must be produced for the Federal Foreclosure Bar to apply). Accordingly, the district court properly concluded that the Federal Foreclosure Bar prevented extinguishment of the deed of trust and that Saticoy Bay took the property subject to it.[1] *See Saticoy Bay LLC Series 9641 Christine View v. Fed. Nat'l Mortg. Ass'n*, 134 Nev. 270, 273-74, 417 P.3d 363, 367-68 (2018)

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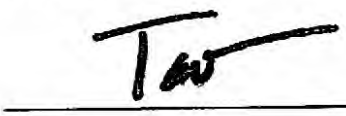
[1]Insofar as the parties raise arguments that are not specifically addressed in this order, we have considered them and conclude that they either do not provide a basis for relief or need not be reached given the disposition of this appeal.

(holding that the Federal Foreclosure Bar preempts NRS 116.3116 such that it prevents extinguishment of the property interests of regulated entities under FHFA conservatorship without affirmative FHFA consent). Thus, given the foregoing, we

ORDER the judgment of the district court AFFIRMED.[2]

_____, C.J.
Gibbons



_____, J.
Tao

_____, J.
Bulla

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

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[2]Although Saticoy Bay also presents argument with respect to an unjust enrichment counterclaim that JPMorgan asserted below, we do not address that argument because the district court dismissed that counterclaim, such that Saticoy Bay is not aggrieved. *See* NRAP 3A(a) (providing that only a party who is aggrieved by an appealable judgment may appeal from the judgment).