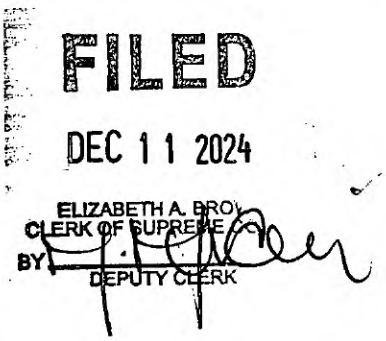
IN THE SUPREME COURT OF THE STATE OF NEVADA

RH KIDS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY,
Appellant,
vs.
LAKEVIEW LOAN SERVICING, LLC, A NATIONAL BANKING ASSOCIATION,
Respondent.

No. 87255



ORDER OF AFFIRMANCE

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

Appellant RH Kids, LLC sued respondent Lakeview Loan Servicing, seeking to quiet title and halt Lakeview's pending foreclosure of its deed of trust. RH Kids' complaint primarily alleged that Nationstar's deed of trust had been extinguished as a matter of law under NRS 106.240. That statute provides that a lien on real property is conclusively presumed to be discharged "10 years after the debt secured by the mortgage or deed of trust according to the terms thereof or any recorded written extension thereof become wholly due." NRS 106.240. According to RH Kids, the loan secured by Nationstar's deed of trust became "wholly due" on January 1, 2012, when the former homeowner first missed a payment on their loan. Thus, RH Kids argued, NRS 106.240 extinguished Lakeview's deed of trust

by January 1, 2022, such that the deed of trust was no longer enforceable. Lakeview moved for summary judgment, which the district court granted.

On appeal, RH Kids suggests that Lakeview's predecessor may have sent the former homeowner a notice of acceleration before the predecessor recorded the first notice of default. But RH Kids cites no authority for the proposition that sending a notice of acceleration makes a loan "wholly due" for purposes of NRS 106.240. And the argument is contrary to our decision in *LV Debt Collect, LLC v. Bank of New York Mellon*, 139 Nev., Adv. Op. 25, 534 P.3d 693 (2023). Namely, in *LV Debt Collect*, we held that recording a notice of default to institute nonjudicial foreclosure proceedings does not trigger NRS 106.240's 10-year time frame. *Id.* at 695. If recording a notice of default is insufficient to trigger NRS 106.240, it stands to reason that sending a letter before the notice of default, in and of itself, is also insufficient to trigger NRS 106.240. We therefore need not entertain RH Kids' suggestion that *LV Debt Collect* left open the possibility that a loan can become "wholly due" before its maturity date. Relatedly, we are not persuaded that the district court abused its discretion in denying RH Kids' request for an NRCP 56(d) continuance. *See Aviation Ventures, Inc. v. Joan Morris, Inc.*, 121 Nev. 113, 118, 110 P.3d 59, 62 (2005) (reviewing the decision to deny an NRCP 56(d) continuance for an abuse of discretion). Accordingly, we

ORDER the judgment of the district court AFFIRMED.

Stiglich, J.
Stiglich

Pickering, J.
Pickering

Parraguirre, J.
Parraguirre

cc: Hon. Nadia Krall, District Judge
Patrick N. Chapin, Settlement Judge
Hong & Hong
McCarthy & Holthus, LLP/Las Vegas
Eighth District Court Clerk