FILED
Jul 22 2026
ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

7505 JAVA SPARROW TRUST, A NEVADA TRUST, Appellant, vs. BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK, SUCCESSOR IN INTEREST TO JP MORGAN CHASE BANK, N.A. AS TRUSTEE FOR THE BEAR-STEARNS ALT-A TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-9, A DELAWARE CORPORATION, Respondent.	No. 90553-COA

ORDER OF AFFIRMANCE

7505 Java Sparrow Trust (JST), appeals from an amended district court order granting a motion for summary judgment and dissolving a preliminary injunction in an action to quiet title. Eighth Judicial District Court, Clark County; Jacqueline M. Bluth, Judge.

JST was the owner of a residential property and initiated an action to quiet title. In its complaint, JST raised several claims involving respondent Bank of New York Mellon (BoNYM), the beneficiary of a deed of trust encumbering the property. As relevant to this matter, JST alleged that the deed of trust had been extinguished as a matter of law under NRS 106.240, as it alleged more than ten years have passed since the debt secured by the deed of trust was accelerated. JST also presented several additional claims and sought declaratory and injunctive relief. The district court later entered a preliminary injunction, enjoining the trustee of the deed of trust from selling the property.

BoNYM later filed a motion for summary judgment, contending that there was no genuine dispute of material fact as to whether NRS 106.240 extinguished the deed of trust as none of the events alleged by JST triggered that statute. JST opposed the motion, arguing that there remained genuine disputes of material fact as to whether BoNYM's interest in the subject property was extinguished under NRS 106.240.

The district court issued a written order in which it concluded that there was no genuine dispute of material fact and BoNYM was entitled to summary judgment as a matter of law. The court ruled, as relevant to this matter, that the plain language of NRS 106.240 precluded events, such as the ones alleged by JST, from triggering the ten-year period under NRS 106.240.

JST thereafter filed a motion to alter or amend the district court's decision. The district court subsequently granted JST's motion and issued an amended order explaining it granted BoNYM's motion for summary judgment as to the NRS 106.240 claim and providing clarification that JST had voluntarily dismissed a claim under NRS Chapter 107 without prejudice. The district court also dissolved the preliminary injunction. This appeal followed.

On appeal, JST challenges the grant of summary judgment as to its NRS 106.240 claim, arguing there remain genuine disputes of material fact. In support of its argument, JST asserts that the terms of the deed of trust permitted acceleration of the loan; the lender indicated its intent to accelerate the loan secured by the deed of trust more than ten years ago; and because the loan was accelerated, the deed of trust that secured that debt was extinguished pursuant to NRS 106.240.

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 dispute 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 disputes of fact. *Id.* at 731, 121 P.3d at 1030-31.

Having considered the parties' arguments and the record before this court, we conclude no genuine disputes of material fact remain and the district court did not err by granting summary judgment in favor of BoNYM. JST's arguments are contrary to several decisions issued by the Nevada Supreme Court. *See LV Debt Collect, LLC v. Bank of N.Y. Mellon*, 139 Nev. 232, 236-37, 534 P.3d 693, 698 (2023) (explaining that recording a notice of default to institute nonjudicial foreclosure proceedings does not trigger NRS 106.240's 10-year time frame in part because of the statutory cure period); *ARNS Fund, LLC v. JPMorgan Chase Bank, N.A.*, No. 88661, 2025 WL 3251312, at *1 (Nev. Nov. 20, 2025) (Order Affirming in Part, Reversing in Part and Remanding) (stating that "merely defaulting on a loan or sending a letter informing the homeowner of their default [was] insufficient to trigger NRS 106.240" and rejecting an argument that the terms of the deed of trust rendered the debt wholly due when the borrower had the opportunity to cure the default); *see also 8933 Square Knot Tr. v. Bank of N.Y. Mellon*, No. 87301, 2024 WL 4523905, at *1 (Nev. Oct. 17, 2024) (Order Affirming in Part, Reversing in Part, and Remanding) ("[W]e are not persuaded that filing a bankruptcy petition rendered the former homeowner's loan 'wholly due' for purposes of NRS 106.240.").

As a result, we conclude that the undisputed facts demonstrate that the ten-year period under NRS 106.240 was not triggered by any events identified by JST. Therefore, JST fails to demonstrate that it is entitled to relief. Accordingly, we

ORDER the judgment of the district court AFFIRMED.[1]

Bulla, C.J.

Gibbons, J.

Westbrook, J.

cc: Hon. Jacqueline M. Bluth, District Judge
Hong & Hong
Troutman Pepper Hamilton Sanders LLP/Las Vegas
Eighth District Court Clerk

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[1]Insofar as the parties raise arguments that are not specifically addressed in this order, we conclude that they either do not present a basis for relief or need not be addressed.