FILED
Aug 17 2026
ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE SUPREME COURT OF THE STATE OF NEVADA

BCC, LLC,
Appellant,
vs.
WILMINGTON SAVINGS FUND SOCIETY, FSB,
Respondent.

No. 92021

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; Nadia Krall, Judge.

Having considered the parties' arguments and the record, we conclude that the district court correctly granted summary judgment for respondent Wilmington and against appellant BCC. *See Wood v. Safeway, Inc.*, 121 Nev. 724, 729, 121 P.3d 1026, 1029 (2005) (reviewing de novo a district court's decision to grant summary judgment).

BCC acknowledges that Wilmington's superpriority tender preserved its deed of trust and prevented the HOA's foreclosure sale from extinguishing the deed of trust. *See* NRS 116.31166(1) ("If the holder of the [first] security interest . . . satisfies the amount of the association's lien that is prior to its security interest not later than 5 days before the date of sale, the sale of the unit does not extinguish that security interest to any extent."); *Bank of Am., N.A. v. SFR Invs. Pool 1, LLC*, 134 Nev. 604, 607-11, 427 P.3d 113, 118-21 (2018) (recognizing that a superpriority tender prevents a first deed of trust from being extinguished by an HOA foreclosure sale). Nonetheless, BCC contends that Wilmington's foreclosure of its deed of trust was invalid because it was done within NRS 116.31166(3)'s 60-day redemption period. BCC also contends that Wilmington needed to make the $16,900 redemption payment before it could foreclose on its deed of trust.

We reject BCC's arguments. The statutory provisions BCC cites, NRS 116.3116(1)-(16) and NRS 116.31166(1)-(9), do not support BCC's contentions. Likewise, none of the cases cited by BCC support its contentions. Nor can we discern any public-policy rationale that would support BCC's contentions. *Cf. Tam v. Eighth Jud. Dist. Ct.*, 131 Nev. 792, 800, 358 P.3d 234, 240 (2015) (recognizing that statutes should be interpreted in a manner that is consistent with "reason and public policy" (citation modified)). BCC alludes to potential unfairness, in that it paid $16,900 for a property that it never actually owned. But BCC had notice of Wilmington's superpriority tender and its pending foreclosure sale when BCC chose to bid at the HOA foreclosure sale.

BCC is correct that NRS 116.31166(9) provides that "[a] deed containing the recitals set forth in subsection 8 is conclusive against the unit's former owner, his or her heirs and assigns, and all other persons." But we held in *Saticoy Bay LLC Series 133 McLaren v. Green Tree Servicing LLC*, 136 Nev. 728, 730-31, 478 P.3d 376, 378-79 (2020), that the conclusive deed recitals cannot undo a valid superpriority tender. We relatedly held that a superpriority tender preserves a deed of trust as a matter of law, such that equitable relief is not implicated in subsequent quiet-title litigation. *See id.* at 731, 478 P.3d at 379. To the extent that we have not specifically addressed BCC's other arguments, we are not persuaded that they warrant reversal. Accordingly, we

ORDER the judgment of the district court AFFIRMED.

Herndon, C.J.

Bell, J.

Stiglich, J.

cc: Hon. Nadia Krall, District Judge
Michele R. Pontoni
Wright, Finlay & Zak, LLP/Las Vegas
Eighth District Court Clerk