FILED
10/28/2026
ELIZABETH A. BROWN
CLERK OF SUPREME COURT

IN THE COURT OF APPEALS OF THE STATE OF NEVADA

NEVADA NEW BUILDS, LLC, A NEVADA LIMITED LIABILITY COMPANY, Appellant, vs. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE HOLDERS OF THE BEAR STEARNS ALT-A TRUST 2006-3, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-3, A NATIONAL BANKING ASSOCIATION, Respondent.	No. 90901-COA

ORDER OF AFFIRMANCE

Nevada New Builds, LLC (NNB), appeals from a district court order granting a motion for summary judgment in an action to quiet title. Eighth Judicial District Court, Clark County; Hon. Monica Trujillo, Judge.

NNB was the owner of a residential property and initiated an action to quiet title. In its complaint, NNB raised several claims involving respondent U.S. Bank National Association, the beneficiary of a deed of trust encumbering the property. As relevant to this matter, NNB alleged that the deed of trust had been extinguished as a matter of law under NRS 106.240, which it alleged was triggered by a notice of intent to accelerate the underlying debt in a letter sent to the original borrowers more than ten years ago. NNB also presented several additional claims and sought declaratory and injunctive relief.

U.S. Bank 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 NNB triggered

that statute. NNB opposed the motion, arguing that there remained genuine disputes of material fact as to whether U.S. Bank'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 U.S. Bank 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 NNB, from triggering the ten-year period under NRS 106.240. This appeal followed.

On appeal, NNB 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, NNB 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 dispute of material fact remains, and the district court did not err by granting summary judgment in favor of U.S. Bank.

NNB'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).

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 NNB. Therefore, NNB 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.

[1]Insofar as NNB raises 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. In addition, this court takes no action in regard to the notice filed by U.S. Bank informing this court of the death of opposing counsel.

cc: Hon. Monica Trujillo, District Judge
Hong & Hong
Maurice Wood
Troutman Pepper Hamilton Sanders LLP/Las Vegas
Nevada New Builds, LLC
Eighth District Court Clerk