



B 5 (Official Form 5) (12/07) – Page 2

Name of Debtor Leading Investments, LLC

Case No. \_\_\_\_\_

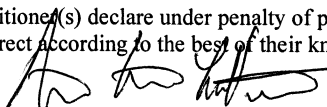
**TRANSFER OF CLAIM**

Check this box if there has been a transfer of any claim against the debtor by or to any petitioner. Attach all documents that evidence the transfer and any statements that are required under Bankruptcy Rule 1003(a).


**REQUEST FOR RELIEF**

Petitioner(s) request that an order for relief be entered against the debtor under the chapter of title 11, United States Code, specified in this petition. If any petitioner is a foreign representative appointed in a foreign proceeding, a certified copy of the order of the court granting recognition is attached.

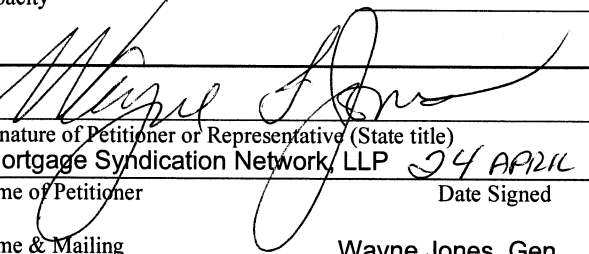
Petitioner(s) declare under penalty of perjury that the foregoing is true and correct according to the best of their knowledge, information, and belief.

x   
 Signature of Petitioner or Representative (State title)  
Arthur Lansky Levine 24 APRIL 09  
 Name of Petitioner Date Signed

Name & Mailing  
 Address of Individual Arthur Levine, 3161 E Warm Springs Rd #200  
 Signing in Representative LV NV 89120  
 Capacity

x  4-28-09  
 Signature of Attorney Date  
Brian E. Holthus, Esq., Jolley Urga et al.

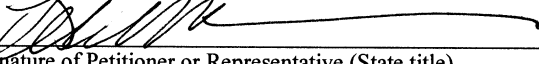
Name of Attorney Firm (If any)  
3800 Howard Hughes Pkwy #1600, LV NV 89169  
 Address  
(702) 699-7500  
 Telephone No.

x   
 Signature of Petitioner or Representative (State title)  
Mortgage Syndication Network, LLP 24 APRIL 09  
 Name of Petitioner Date Signed

Name & Mailing  
 Address of Individual Wayne Jones, Gen. Partner, 3161 E Warm Springs, #200, LV NV  
 Signing in Representative  
 Capacity

x \_\_\_\_\_  
 Signature of Attorney Date

Name of Attorney Firm (If any)  
 Address  
 Telephone No.

x   
 Signature of Petitioner or Representative (State title)  
 Name of Petitioner \_\_\_\_\_ Date Signed \_\_\_\_\_

Name & Mailing  
 Address of Individual Lee Medick  
 Signing in Representative 2616 Grassy Spring  
 Capacity Las Vegas, NV 89135

x \_\_\_\_\_  
 Signature of Attorney Date

Name of Attorney Firm (If any)  
 Address  
 Telephone No.

**PETITIONING CREDITORS**

Name and Address of Petitioner	Nature of Claim	Amount of Claim
Arthur Levine 3161 E Warm Springs #200 LV NV 89120	secured real estate loan	500,000.00
Mortgage Syndication Network 3161 E Warm Springs #200	unsecured pmt of service	21,450.00
Lee Medick 2616 Grassy Spring LV NV	Secured Real Estate Loan	400,000
Note: If there are more than three petitioners, attach additional sheets with the statement under penalty of perjury, each petitioner's signature under the statement and the name of attorney and petitioning creditor information in the format above.		Total Amount of Petitioners' Claims \$921,450.00

0 continuation sheets attached

**EXHIBIT "1"**

## EXHIBIT 1

Leading Investments, Inc. ("Leading Investments") is a Nevada corporation with its principal place of business at 10789 W. Twain Road, Las Vegas, Nevada.

Leading Investments owns an office building located at 10789 W. Twain Road, Las Vegas, Nevada (the "Twain Property").

Petitioning Creditor Mortgage Syndication Network, LLLP ("Mortgage Syndication") is an unsecured creditor of Leading Investments. Mortgage Syndication holds an unsecured claim of \$21,450, which consists of consulting expenses, travel expenses, copies, and due diligence relating to obtaining additional financing for Leading Investments.

Petitioning Creditor Arthur Lansky LeVine ("LeVine") is the holder of a promissory note executed by Leading Investments in the amount of \$500,000.00 secured by a third deed of trust on the Twain Property. The LeVine Note is in default.

Bank of Nevada, which holds a first deed of trust on the Twain Property, has commenced foreclosure proceedings. A Notice of Default and Election to Sell Under Trust Deed was recorded by Bank of Nevada on January 2, 2009.

Petitioning Creditor Lee Medick ("Medick") is the holder of a \$400,000.00 promissory note executed by Leading Investments secured by a fifth deed of trust on real property owned by Leading Investments (APN 125-34-410-058 and 125-34-410-068) located near the intersection of Lone Mountain and Pioneer Way (the "Lone Mountain Property"). Medick's promissory note is in default.

First Interstate Financial, LLC, which holds the first deed of trust of the Lone Mountain Property, has commenced foreclosure proceedings. A Notice of Default and Election to Sell Under Trust Deed was recorded by First Interstate Financial, LLC against the Lone Mountain Property on February 19, 2009.

**EXHIBIT "2"**

**EXHIBIT 2**

**DECLARATION OF ARTHUR LANSKY LEVINE**

1. I, Petitioning Creditor, Arthur Lansky LeVine, hereby submit this Declaration offered in support of the foregoing Involuntary Bankruptcy Petition.
2. This Declaration is based upon my personal knowledge.
3. I am presently the holder of a promissory note made by Leading Investments, Inc. (“Leading Investments”) and secured by a third deed of trust on an office building located at 10789 W. Twain Road, Las Vegas, Nevada (the “Twain Property”).
4. My claim in the amount of \$500,000.00 was assigned to me by Mortgage Syndication Network, LLLP (“Mortgage Syndication”). The background of the assignment, which demonstrates adequate consideration for the transfer, is as follows:
  - a. Leading Investments obtained the services of Mortgage Syndication as a broker in order to assist in seeking financing for a loan.
  - b. Mortgage Syndication, acting as a broker, secured my commitment to fund a loan to Leading Investments and thereafter prepared the documentation and opened escrow with Nevada Title Company.
  - c. On February 27, 2008, I funded a loan to Leading Investments by wire transferring funds from my personal account to Nevada Title Company Trust Account as evidenced by a wire transfer instruction, a true and correct copy of which is attached hereto as Exhibit 2-1.

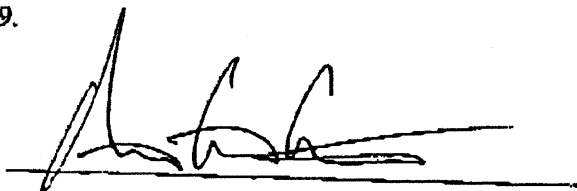
- d. On February 25, 2008 Leading Investments executed a Note Secured By Deed of Trust (the "Note") in favor of Mortgage Syndication, a true and correct copy of which is attached hereto as Exhibit 2-2.
- e. The Note is secured by a deed of trust (the "Deed of Trust") naming Mortgage Syndication as the beneficiary which was recorded against the Twain Property on February 28, 2008, a true and correct copy of which is attached hereto as Exhibit 2-3.
- f. Mortgage Syndication was named as the payee of the Note and the beneficiary of the Deed of Trust instead of myself, despite the fact that I funded the transaction and I was listed as the payee pursuant to the Loan Servicing Agreement dated February 25, 2008 (the "Servicing Agreement"), a true and correct copy of which is attached hereto as Exhibit 2-4.
- g. As of February 27, 2008 the Note should have been assigned from Mortgage Syndication to me, however this assignment was accidentally overlooked until an audit of the file raised the deficiency.
- h. To effectuate the intent of the parties, an allonge was signed by Mortgage Syndication (the "Allonge") transferring the Note to me, a true and correct copy of the Allonge is attached hereto as Exhibit 2-5.
- i. This transfer of the Note to me via the Allonge was completed to close the loop as it was always the intent of the parties that I would be the holder of the Note since I funded the loan and I was entitled to the payments pursuant to the Servicing Agreement.

TOTAL P.004

j. The Note was not transferred for the purpose of commencing this case.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 28 day of April, 2009.

A handwritten signature in black ink, appearing to read 'A. L. Levine', is written over a solid horizontal line.

ARTHUR LANSKY LEVINE

**EXHIBIT "2-1"**

# Wire Transfer Services

## Outgoing Wire Transfer Request

REVIEWED BY: C. G. [Signature]  
 DATE: 3/17/08



A customer or loan member, with the customer present, completes this form when requesting to send a wire. Outgoing wires can only be sent for Wells Fargo customers. Retain the original copy in the bank and provide a copy to the customer ensuring you give the customer the Agreement for Outgoing Wire Transfer Request (page 2 when form is accessed on-line & printed on the back of printed forms). Required information is noted with an asterisk. Note: Wells Fargo Wire Transfer Services will route wires based on correspondent banking relationships. See back (page 2) for explanations of the Mexican CLABE account, the SWIFT BIC, the International Routing Code (IRC) and the International Bank Account Number (IBAN).

\*Today's Date: 02/27/2008 \*Send Date (if not day submit wire after 4:30 CT, wire must hold if other than today or next day date): 02/27/2008

### 1. Originator's Information

\*Customer's Name: Arthur Lansky Levine \*Phone Number: 702-592-7511  
 \*Customer's Address, City, State, Zip Code: 2116 Rhonda Ter, Henderson, NV 89074  
 \*Transfer from Wells Fargo Bank 10 digit Account No. (Must be checking, savings, market rate or wholesale checking account): [Redacted] \*U.S. Dollar Wire Amount: 500000.00  
 International Wire only: When sending in foreign currency, please ensure the beneficiary's account accepts the designated currency.  
 Foreign Currency Type/Name (FX will be used unless specified otherwise): NA \*Currency Code (if known): NA \*Foreign Currency Amount: NA

### 2. Beneficiary/Recipient Information (This is the ultimate recipient of the wire transfer funds.)

\*Beneficiary/Recipient Name: Nevada Title Company Trust Account  
 \*Beneficiary Account Number, Mexican CLABE # or the International Bank Account Number (IBAN) where applicable: [Redacted]  
 Beneficiary Address, City, State, Zip Code: Not known  
 Information for the Beneficiary (invoice number, Purchase order number, etc.): Leading Investments Inc., a Nevada corporation Escrow No: 08-02-0577-KR Beneficiary Phone Number: NA

### 3. Beneficiary Bank Information (This is the financial institution where the beneficiary maintains their account.)

\*Beneficiary Bank RTN or SWIFT Bank Identifier Code (SWIFT BIC): 0260-0959-3 \*International Routing Code (IRC): NA  
 \*Beneficiary Bank Name: Bank of America  
 Beneficiary Bank Address, City, State, Zip, Country (optional information): Las Vegas, NV  
 Information for Beneficiary Bank (wires to Mexican banks require the CLABE account number in the Destination instructions to ensure correct payment): None

### 4. Intermediary Bank Information (This is a financial institution that the wire must pass through before reaching the final beneficiary bank.) This section is optional and not required for all wires. Please note that routing may be altered depending on Wells Fargo Bank's correspondent relationships.

Optional: \*Intermediary Beneficiary Bank RTN or SWIFT BIC: NA International Routing Code (IRC): NA  
 \*Intermediary Bank Name: NA \*Intermediary Bank Account No: NA  
 Intermediary Bank Address City, State, Zip, Country (optional information): NA  
 Information for Intermediary Bank: NA

### 5. Wire Fee & Customer Signature (Additional fees from intermediary and beneficiary banks may be charged to international transactions - see Fees Section on page 2 of this form.)

Wire Fee Amount (the Transfer From account will be charged the fee.) The region that houses the account being debited determines the fee amount. Use the fee information available through Teamworks and/or the Banker's Guide.  
 Do not use SWIFT for fee when account is not in your region. Additional fees may apply (see page 2 of this form).  
 My signature here indicates agreement to all of the information on this Outgoing Wire Transfer Request and to the terms and conditions on the second page of this request.  
 Wells Fargo Bank is authorized to rely on the information on this Request in making the requested funds transfer.  
 \*AU where the Originator's account is located: USA \*Fee Amount: \$30.00  
 \*Date: 02/27/2008

### 6. Bank Use Only -- Bank Approval -- Following MUST be completed for All outgoing wires

International Wire Foreign Currency Information  
 Rate: NA Contract # (required when \$15,000 or more U.S. \$): NA FX Trader Contact: NA  
 \*Wire Transaction FAS Number: FW 07400-058-408702 \*Name on ID used by customer: Arthur Lansky Levine  
 \*1st ID type, number, issued by State/Country & Expiration Date: NV DL 1800348662 issued 03/10/05 exp 03/01/09 \*2nd ID type, issued by State/Country & Expiration Date: [Redacted]  
 \*Initiated by and AU #: [Redacted] \*Token: [Redacted]  
 \*First Approval: [Signature] \*Second Approval (if applicable): [Signature]

### 7. Wires In Process (WIP)

\*When Customer's account is not debited, the WIP Account is funded by:  
 Paid by Check  Bank Draft  Paid through account other than checking, savings, MRA, FRS or Hogen. Reference Acct #: NA  
 Tax ID Type - 1)  NA (required when customer's account is not debited) Tax ID No. (if non citizen provide Alien ID #, Passport # & Country): NA  
 Social Security  TIN  Non-U.S. Citizen without TIN  Employer ID: NA

### 8. Exception Process - Bank to Complete following as required/needed

Verification of Originator (Telephone, Fax, written requests or business account validate the originator is an authorized signer & document below or attach supporting documentation)  
 Method of identification to verify requestor's authority to charge account for the wire: [Redacted] Caller's immediate phone number: [Redacted]  
 Reason paper cannot come into the bank: [Redacted] Caller's location:  Company  Home  Other: [Redacted]  
 Confirmation of Request (Banker calls customer for confirmation): [Redacted]  
 Phone # to call to verify request: [Redacted] Time of call to customer: [Redacted] Source used:  Bank Records  Telephone Directory  Other: [Redacted]  
 Name of person placing call: [Redacted] Customer Contact Name: [Redacted]  Customer  Other: [Redacted]  
 Telephone, Fax or Written Request Approvals: [Redacted]  Approved the transfer  Denied the transfer  
 Approver's Printed Name: [Redacted] Approver's Signature: [Signature] Date: [Redacted]

**EXHIBIT "2-2"**

**NOTE SECURED BY DEED OF TRUST  
(INSTALLMENT NOTE, INTEREST INCLUDED)**

re: Escrow No. 08-02-0577-KR  
Las Vegas, Nevada  
Date: February 25, 2008

\$ 500,000.00

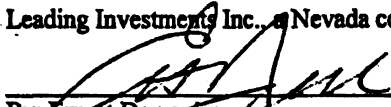
In installments as herein stated, for value received, the undersigned promise to pay to Mortgage Syndication or order at 3161 E. Warm Springs #200, Las Vegas, NV, or as directed, the sum of **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00)** with interest from the 27th day of February, 2008 on unpaid principal at the rate of 13.0000 per cent per annum, with no monthly principal and interest payable, until May 27th, 2008, at which time the remaining principal balance together with unpaid accrued interest shall become due and payable.


If the entire principal balance and all accrued interest is not paid in full by May 27th, 2008, the interest rate will increase to 18 % percent per annum, which shall continue until the unpaid principal balance and all accrued interest has been paid in full.

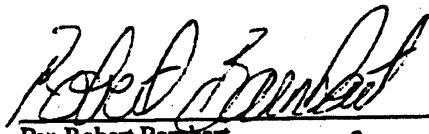
Should default be made in payment of any principal or interest or in performance of any obligation contained in Deed of Trust by which this note is secured, the whole sum of principal and interest shall become immediately due at the option of the holder hereof. Principal and interest payable in lawful money of the United States. If action be instituted in any Court to enforce any obligation secured by such Deed of Trust, undersigned promise to pay such sum as the court may fix as attorney's fees in said action. This Note is secured by a **DEED OF TRUST**, of even date herewith, to **NEVADA TITLE COMPANY**, a Nevada corporation, as Trustee.

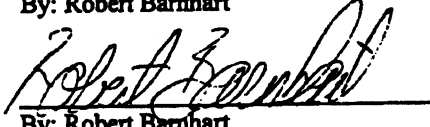
**IN WITNESS WHEREOF**, this instrument has been executed as of the date first written above.

Leading Investments Inc., a Nevada corporation

  
By: Ernest Domanico

  
By: Ernest Domanico  
The above signature represents an unconditional personal guarantee

  
By: Robert Barnhart

  
By: Robert Barnhart  
The above signature represents an unconditional Personal guarantee

**DO NOT DESTROY THIS NOTE: When paid, this Note with Deed of Trust securing Same must be surrendered to Trustee for cancellation before reconveyance will be made.**

**EXHIBIT "2-3"**

Ne

20080228-0000172

A.P.N.: 164-13-212-026

Escrow No.: 08-02-0577-KR

When recorded mail to:  
Mortgage Syndication  
3161 E. Warm Springs #200  
Las Vegas, NV

Handwritten initials

Fee: \$19.00  
N/C Fee: \$25.00

02/28/2008 09:15:22  
T20080033725

Requestor:  
NEVADA TITLE COMPANY

Debbie Conway STN  
Clark County Recorder Pgs: 6

### SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 25th day of February, 2008 between Leading Investments, Inc., a Nevada corporation, herein called GRANTOR OR TRUSTOR whose address is 10789 W. Twain Ave., Las Vegas, NV 89135, NEVADA TITLE COMPANY, a Nevada Corporation, herein called TRUSTEE, and Mortgage Syndication, herein called BENEFICIARY, Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND SIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Clark County, Nevada, described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO  
AND MADE A PART HEREOF AS EXHIBIT "A".

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. TOGETHER WITH the rents, issues and profits thereof, reserving the right to collect and use the same except during continuance of some default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of \$500,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of such additional sums as may hereafter be advanced for the account of Trustor or Assigns by Beneficiary with interest thereon.

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (16) inclusive of the Deed of Trust recorded in the Book and at the page, or Document No. of Official Records in the Office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

County	Doc.No.	Book	Page	County	Doc. #	Book	Page
Clark	413987	514					
Churchill	104132	34mtgs.	591	Lyon	88486	31mtgs.	
Douglas	24495	22	415	Mineral	76648	16mtgs.	534-537
Elko	14831	43	343	Nye	47157	67	163
Esmeralda	26291	3Hdeeds	138-141	Ormsby	72637	19	102
Eureka	39602	3	283	Pershing	57488	28	58
Humboldt	116986	3	83	Storey	28573	Rmtgs.	112
Lander	41172	3	758	Washoe	407205	734	221
Lincoln	41292	0.mtgs.	467	Wh. Pine	128126	261	331-344



EXHIBIT "A"

PARCEL ONE (1):

THAT PORTION OF LOT ONE (1) OF BLOCK "A" OF PARCEL 1 AT SUMMERLIN VILLAGE 14B, ON FILE IN BOOK 96, PAGE 86 OF PLATS, IN THE COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHWEST QUARTER (NW ¼) OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 59 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF TWAIN AVENUE AND TOWN CENTER DRIVE AS SHOWN ON THAT CERTAIN PLAT MAP ON FILE AT THE COUNTY RECORDER'S OFFICE IN BOOK 91, PAGE 62 OF PLATS;

THENCE NORTH 63°15'17" WEST, DEPARTING SAID CENTERLINE OF TOWN CENTER DRIVE AND ALONG THE CENTERLINE OF TWAIN AVENUE, 450.00 FEET TO THE NORTHEASTERLY CORNER OF SURVEY AREA 3 AS SHOWN ON THAT CERTAIN RECORD OF SURVEY ON FILE AT THE COUNTY RECORDER'S OFFICE IN FILE 139, PAGE 23 OF SURVEYS;

THENCE NORTH 52°24'33" WEST, DEPARTING SAID CENTERLINE AND ALONG THE NORTHEASTERLY BOUNDARY LINE OF SAID SURVEY AREA 3, A DISTANCE OF 317.19 FEET TO THE MOST NORTHERLY CORNER OF SAID SURVEY AREA 3, SAME BEING THE SOUTHWESTERLY CORNER OF SURVEY AREA 1 AS SHOWN ON SAID RECORD OF SURVEY;

THENCE DEPARTING SAID NORTHERLY CORNER AND ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID SURVEY AREA 3 THE FOLLOWING COURSES:

THENCE SOUTH 69°34'49" WEST, 119.19 FEET;

THENCE SOUTH 40°06'00" WEST, 192.28 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 49°54'00" EAST, DEPARTING SAID NORTHWESTERLY BOUNDARY LINE, 41.50 FEET;

THENCE SOUTH 40°06'00" WEST, 7.51 FEET;

THENCE SOUTH 57°43'04" EAST, 227.56 FEET;

THENCE SOUTH 32°17'01" WEST, 59.97 FEET;

THENCE NORTH 57°43'04" WEST, 74.45 FEET;

THENCE SOUTH 32°16'56" WEST, 172.74 FEET TO THE SOUTHWESTERLY BOUNDARY LINE OF SAID SURVEY AREA 3, SAME BEING THE NORTHEASTERLY RIGHT-OF-WAY OF CLARK COUNTY BELTWAY 215;

THENCE ALONG SAID SOUTHWESTERLY BOUNDARY LINE AND NORTHEASTERLY RIGHT-OF-WAY THE FOLLOWING COURSES:

THENCE NORTH 54°28'02" WEST, 68.56 FEET;

THENCE NORTH 53°34'09" WEST, 156.82 FEET TO THE SOUTHWESTERLY CORNER OF SAID SURVEY AREA 3;  
THENCE NORTH 40°06'00" EAST, DEPARTING SAID SOUTHWESTERLY CORNER AND NORTHEASTERLY RIGHT-OF-WAY AND ALONG THE NORTHWESTERLY BOUNDARY LINE OF SAID SURVEY AREA 3, A DISTANCE OF 232.73 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS LOT 3-F OF THAT CERTAIN RECORD OF SURVEY ON FILE IN FILE 160 OF SURVEYS, PAGE 88, RECORDED OCTOBER 17, 2006 IN BOOK 20061017 AS INSTRUMENT NO. 0004752, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA.

**PARCEL TWO (2):**

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, ACCESS AND OTHER PURPOSES AS SET FORTH IN THAT CERTAIN "DECLARATION OF RECIPROCAL ACCESS EASEMENT AGREEMENT", RECORDED JUNE 15, 2004 IN BOOK 20040615 AS INSTRUMENT NO. 04441, OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA, AND ANY AMENDMENTS THERETO.

**PARCEL THREE (3):**

EASEMENTS AS SET FORTH IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR SIENNA GARDENS PROFESSIONAL PLAZA" RECORDED NOVEMBER 21, 2006 IN BOOK 20061121 AS INSTRUMENT NO. 0002342, OF OFFICIAL RECORDS.

**DO NOT RECORD**

The following is a copy of provisions (1) to (16) inclusive, of the Deed of Trust, recorded in each county in Nevada, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being part other of as if set forth at length therein.

**To Protect the Security of This Deed of Trust, Trustor Agrees:**

1. To properly care for and keep said property in good condition and repair; not to remove or demolish any building thereon; to complete in good and workmanlike manner any building which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations requiring any alterations or improvements to be made thereon; not to commit or permit any waste thereof; not to commit suffer or permit any act to be done in or upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely proper manner, which, from the character or use of said property, maybe reasonable necessary, the specific enumeration's herein not excluding the general.
2. The Grantor agrees to pay and discharge all costs, fees and expenses of these Trusts, including costs of evidence of title and Trustee's fees in connection with sale, whether completed or not, which amounts shall become due upon delivery to Trustee of Declaration of Default and Demand for sale, as hereinafter provided.
3. The amount collected under any fire insurance policy shall be credited: first, to accrued interest; next to expenditures hereunder; and any remainder upon the principal, and interest shall thereupon cease upon the amount so credited upon principal provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Grantor, without liability upon the Trustee for such release.
4. The Grantor promises and agrees that if, during the existence of the Trust there be commenced or pending any suit or action affecting said conveyed premises, or any part thereof, of the title thereto, or if any adverse claim for or against said premises, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.
5. Any award of damages in connection with any condemnation for public use of or injury to any property or any part thereof is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.
6. Trustee shall be under no obligation to notify any party hereto of any pending sale hereunder or action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be named as defendant, unless brought by Trustee.
7. Acceptance by Beneficiary of any sum in payment of any indebtedness secured hereby, after the date when the same is due, shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums so secured or to declare default as herein provided for failure so to pay.
8. Trustee may, at any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the notes secured hereby for endorsement; and without affecting the personal liability of any person for payment of the indebtedness secured hereby for the effect of this Deed of Trust upon the remainder of said property; reconvey any part of said property, consent in writing to the making of any map or plan thereof; join in granting any easement thereon; or join in any extension agreement or subordination agreement in connection herewith.
9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, the Trustee shall reconvey without warranty the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto", and Trustee is authorized to retain this Deed of Trust and note.
10. (a) Should default be made by Grantor in payment of any indebtedness secured hereby and/or in performance of any agreement herein, then Beneficiary may declare all sums secured hereby immediately due by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and election to cause said property to be sold (which notice Trustee shall cause to be filed for record) and shall surrender to Trustee this Deed, the notes and all documents evidencing any expenditure secured hereby.  
(b) After three months shall have elapsed following recordation of any such notice of default, Trustee shall sell property at such time and at such place in the State of Nevada as the Trustee, in its sole discretion, shall deem best to accomplish the objects of these Trusts, having first given notice of such sale as then required by law. Place of sale may be either in the county in which the property to be sold, or any part thereof, is situated or at any office of the Trustee located in the State of Nevada.

(c) The Grantor, Pledgor and Mortgagor of the personal property herein pledged and/or mortgaged waives any and all other demands or notices as conditions precedent to sale of such personalty.

(d) Trustee may postpone sale of all, or any portion, of said property by public announcement at the time fixed by said notice of sale and may thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(e) At the time of sale so fixed, Trustee may sell the property so advertised or any part thereof, either as a whole or in separate parcels at its sole discretion, at public auction, to the highest bidder for cash in lawful money of the United States, payable at time of sale and shall deliver to such purchaser a deed conveying the property so sold but without covenant or warranty, express or implied, Grantor hereby agrees to surrender, immediately and without demand, possession of said property to such purchaser.

11. Trustee shall apply the proceeds of any such sale to payment of: expenses of sale and all charges and expenses of Trustee and of these Trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of ten percent (10%) per annum; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

12. The Beneficiary or assigns may, at any time, by instrument in writing appoint a successor or successors to the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by beneficiary, and recorded in the Office of the County Recorder of the County or Counties wherein said property is situated, shall be conclusive proof of the proper substitution of such successor or trustee, who shall have all the estate, powers, duties and trusts in the premises vested in or conferred on the original Trustee. If there be more than one Trustee, either may act alone and execute the Trusts upon the request of the Beneficiary and his acts shall be deemed to be the acts of all Trustees, and the recital in any conveyance executed by such sole trustee of such requests shall be conclusive evidence thereof, and of the authority of such sole Trustee to act.

13. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

14. Trustee accepts these trusts when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

15. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and the term Beneficiary shall include any further holder, including pledgees, of the note secured hereby.

16. Where not inconsistent with the above, the following covenants, No. 1;2 (\$ \_\_\_\_\_); 3;4 (the same as the note secured hereby) 5;6;7 (reasonable as determined by a court with jurisdiction);8; of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

**DO NOT RECORD**

**REQUEST FOR FULL RECONVEYANCE**

*to be used only when note has been paid*

To NEVADA TITLE COMPANY, Trustee:

Dated: \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust to cancel all evidences of indebtedness, secured by this Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

***Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.***

**EXHIBIT "2-4"**



# US LOAN SERVICING

## NOTE COLLECTIONS LOAN SERVICE INSTRUCTIONS

9670 W. Tropicana Avenue, Suite 100, Las Vegas, NV 89147  
(702) 362-1234 & FAX (702) 362-1010  
VISIT US @ WWW.USLS.BIZ

DATE: 02/25/08 ESCROW#: 08-02-0577KR ESCROW OFFICER: Kristin Ravalo/Shannon Smith

WE HEREWITH DEPOSIT WITH US LOAN SERVICING THE FOLLOWING AND INSTRUCT YOU TO DISBURSE PAYMENTS AS HEREIN DIRECTED.

**DOCUMENTS NEEDED: CHECK OFF BOXES BELOW IF DOCUMENTS ARE ATTACHED**

- |                                     |                                     |                                 |  |
|-------------------------------------|-------------------------------------|---------------------------------|--|
| Orig                                | Copy                                |                                 |  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | NOTE OR CONTRACT                | <i>ON LOANS WITH PRIOR LIENS OR "PASS THROUGH PAYMENTS", PLEASE INCLUDE:</i> |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | DEED OF TRUST/MORTGAGE          |  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | ESCROW INSTRUCTIONS (CERTIFIED) |  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | CLOSING STATEMENT               |  |

- COPY OF ORIGINAL DOCUMENTS  
 BENEFICIARY OR VOM STATEMENT

BUYER/SELLER MUST FURNISH THE ABOVE LISTED DOCUMENTS TO ENABLE USLS TO ESTABLISH A COLLECTION ACCOUNT.

**COLLECTION INFORMATION: PAYMENT STRUCTURE - ON RECEIVABLE (WRAP)**

INTEREST RATE <u>13.000%</u> PAID TO _____	P&I AMOUNT	\$ <u>0.00</u>
LATE CHARGE <u>5%</u> AFTER <u>15</u> DAYS	IMPOUNDS	\$ <u>0.00</u>
ALL DUE DATE <u>05/25/08</u>	BUYER'S MO. COLL. FEE	\$ <u>0.00</u>
1ST PAYMENT DUE DATE <u>05/25/08</u>	PASS-THROUGH PMT. AMT.	\$ <u>0.00</u>
ORIGINAL AMOUNT \$ <u>500,000.00</u>	TOTAL PAYMENT	\$ <u>0.00</u>

PAYMENTS ARE:  MONTHLY  QUARTERLY  SEMI-ANNUAL  ANNUAL  OTHER 90 Day balloon

**DISTRIBUTION INFORMATION: DISPOSITION OF PROCEEDS PAYABLES UNDERLYING LOANS OR SELLER DISTRIBUTION**

PAYEE #1: Arthur Lenkey LeVine TAX ID# 075-42-9984  
 ADDRESS: 2116 Rhonda Terrace LOAN# msn08021800  
Henderson Nevada ZIP 89074 PHONE# 702-896-5629  
 INTEREST RATE 13.000 % 1ST PMT DUE 05/25/08 P/I AMT \$516,250.01 IMPOUNDS \$0.00  
 \$ \_\_\_\_\_ PER PAYMENT UNTIL \$ 516,250.01 HAS BEEN PAID IN FULL.

PAYEE #2: \_\_\_\_\_ TAX ID# \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ LOAN# \_\_\_\_\_  
 \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE# \_\_\_\_\_  
 INTEREST RATE \_\_\_\_\_ % 1ST PMT DUE \_\_\_\_\_ P/I AMT \_\_\_\_\_ IMPOUNDS \_\_\_\_\_  
 \$ \_\_\_\_\_ PER PAYMENT UNTIL \$ \_\_\_\_\_ HAS BEEN PAID IN FULL.

PAYEE #3: \_\_\_\_\_ TAX ID# \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ LOAN# \_\_\_\_\_  
 \_\_\_\_\_ ZIP \_\_\_\_\_ PHONE# \_\_\_\_\_  
 INTEREST RATE \_\_\_\_\_ % 1ST PMT DUE \_\_\_\_\_ P/I AMT \_\_\_\_\_ IMPOUNDS \_\_\_\_\_  
 \$ \_\_\_\_\_ PER PAYMENT UNTIL \$ \_\_\_\_\_ HAS BEEN PAID IN FULL.

**PROPERTY INFORMATION: PLEASE FILL IN THIS SECTION BECAUSE IT IS NOT ALWAYS LISTED ON NOTE OR DEED**

ADDRESS: 10789 West Twain Avenue CITY: Las Vegas STATE: NV ZIP: 89135  
 LAND ONLY? \_\_\_\_\_ MOBILE HOME? No SFR? No OTHER? Commercial

**INSURANCE SECTION: FOR IMPOUNDED ACCOUNTS ONLY**

COMPANY: No Impounds AGENT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
 PHONE#: \_\_\_\_\_ PREMIUM: \_\_\_\_\_ DUE DATE: \_\_\_\_\_ COVERAGE \_\_\_\_\_ POLICY#: \_\_\_\_\_

**TAX SECTION: FOR IMPOUNDED ACCOUNTS ONLY**

ASSESSOR'S NAME: No Impounds ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ ST: \_\_\_\_\_  
 PARCEL#: \_\_\_\_\_ PAID TO: \_\_\_\_\_ NEXT DUE: \_\_\_\_\_  
 AMOUNTS: \_\_\_\_\_

**REALTOR SECTION: NOTICES TO REALTORS**

Buyers Agent: N/A Listing Agent: N/A  
 Company: \_\_\_\_\_ Company: \_\_\_\_\_  
 Phone #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Additional Instructions: \_\_\_\_\_



# US LOAN SERVICING

9670 W. Tropicana Avenue, Suite 100, Las Vegas, NV 89147  
(702) 362-1234 & FAX (702) 362-1010

## COLLECTION AGREEMENT & LOAN SERVICE INSTRUCTIONS

Seller and Buyer hereby collectively appoint US LOAN SERVICING, hereinafter referred to as "USLS", as their agent for the collection and servicing of the obligations deposited herein, hereinafter referred to as the "agreement".

- USLS agrees to perform the following services according to standard trade practices, receive and account for collections and to remit payments after deducting therefrom all authorized payments and fees or charges due USLS, submit yearly statements to both Buyer and Seller showing principal & interest including taxes paid, to furnish a monthly billing statement to the Buyer, and 1 (one) late notice only.
- USLS WILL NOT enforce the obligations deposited herein, and assumes responsibility only for disbursing funds as herein directed.
- Seller and Buyer agree to indemnify USLS, its agents, officers, employees or subsidiaries against any liability, costs, expenses or damage including attorney's fees and costs which may be incurred or suffered as a result of any claim or action arising out of, or in connection with the collection of the Agreement by USLS or in connection with any dispute between the Seller and Buyer under the Agreement, or in connection with conflicting claims to the agreement or any part thereof, or the proceeds therefrom, except as any such claim or action shall result from the gross negligence or willful misconduct of USLS.
- Seller, Buyer and USLS agree that the covenants and the terms herein contained shall extend to, and be obligatory upon the heirs, executors, administrators, successors, and assigns of all parties hereto.
- The Agreement contains the entire understanding between the parties hereto with respect to the subject matter covered herein, and the same may not be altered, amended or modified in any way except by another instrument in writing executed by the parties hereto.
- USLS at its option, may cancel this Agreement by returning all documents by registered mail and giving notice thereof by regular mail to buyer and seller.
- Seller, Buyer and USLS agree that this collection agreement shall continue in force unless terminated by collective termination instructions from both the Seller and Buyer or by USLS or until the Agreement serviced hereunder is fully collected. If Buyer and Seller agree to cancel this collection agreement there will be a \$85.00 CANCELLATION FEE.
- Any payment is accepted by USLS subject to the acceptance thereof by the payee (lender).
- USLS RESERVES THE RIGHT TO MAKE ADDITIONAL CHARGES OR INCREASES TO ALL APPLICABLE FEES WITH 30-DAY NOTICE.
- USLS shall, as part of its compensation, receive all ancillary income such as payoff fees, substitution fees and reinstatement fees.
- In the event USLS disburses funds and Borrowers draft (check) is for any reason not paid by the issuing bank, Sellers agree to immediately reimburse USLS or any sums so advanced. USLS reserves the right to hold funds until the Buyers draft has cleared or certified funds have been received. USLS holds remittances 7 days for local checks and 10 days for out of state checks and immediately disperses if cashier's checks or money orders are received. All dishonored checks are subject to a \$50.00 RETURN CHECK CHARGE, PAYABLE IN THE FUTURE WITH GOOD FUNDS ONLY AND ARE ALSO LIABLE FOR STOP PAYMENT AND UNDERLYING LENDER CHARGES. Payments in cash are not acceptable and must be in the form of a check, cashier's check, or money order.
- COLLECTION CLAUSE: "In the event any unpaid balance is placed for collections, with a 3<sup>rd</sup> party collections agency, and/or placed with an attorney to obtain judgment or otherwise satisfy payment of this account, a fee of 33% of the unpaid balance will be added to the total amount due. This amount shall be in addition to any other costs incurred directly or indirectly by USLS to collect amounts owed under this agreement such as court cost, sheriff/Deputable fees, and interest and late fees.
- Power of Attorney. Lender hereby appoints USLS as its true and lawful attorney-in-fact to do all things and take all actions on behalf of Lender necessary or convenient to effectuate this Agreement and its intent and to protect Lender's interests under any note, deed of trust, guaranty, security agreement or other document pertaining to any Loan. The powers granted hereunder include but are not limited to execution of demand for payoffs, Beneficiary statements of condition and authorization for reconveyance. No one shall be required to look further than this agreement for evidence of USLS's authority hereunder.
- I/we agree to pay the following service fees: Buyer's \_\_\_\_\_ Seller's \_\_\_\_\_ Seller 25 \_\_\_\_\_ Seller 35 \_\_\_\_\_ = Total \$\_\_\_\_\_  
Note: if in doubt, please call USLS for assistance in calculating either the set-up or servicing fee.
- This Agreement shall be governed and construed according to the laws of the State of Nevada, and shall be enforceable only by a Clark County, Nevada court of competent jurisdiction.

IN WITNESS HEREOF, the parties hereto have caused this instrument to be executed and accept the terms and conditions of the services provided herein:

<b>SET UP FEES:</b>		<b>ANNUAL</b>		<b>AMORTIZATION FEE/VOM</b>	
SETUP FEE (1 PAYEE)	\$ 75.00	IMPOUND ACCOUNT, ADD	\$ 7.00	MANUAL ADJUSTMENT FEE	\$ 25.00
EACH ADDTL. PAYEE	\$ 25.00	EACH ADDTLN CHECK, ADD	\$ 7.00	RE-ISSUE CHECK CHARGE	\$ 25.00
AID/CONTRACT	\$100.00	<b>ADDITIONAL SERVICE FEES</b>		STOP PAYMENT	\$ 25.00
SETUP WITH IMPOUNDS, ADD	\$ 25.00	RETURN CHECK CHARGE	\$ 50.00	CANCELLATION OF AGREEMENT	\$ 85.00
<b>SERVICE FEES</b>		REMINDER NOTICE /LATE NOTICE	\$ 10.00	REINSTATEMENT FEE / REOPEN	\$ 75.00
MONTHLY	\$ 7.00	DEFAULT LETTER	\$ 25.00	RESEARCH (PER HOUR)	\$ 50.00
QUARTERLY	\$ 21.00	MODIFICATION FEE	\$100.00	PAYOFF CLOSING FEE	\$ 85.00
SEMI-ANNUAL	\$ 42.00	ASSIGNMENT FEE	\$ 75.00	RECONVEYANCE / SATISFACTION	\$120.00
		FORCLOSURE OR DEMAND	\$ 60.00	STATEMENT FEE / ASSUMPTION	\$ 35.00

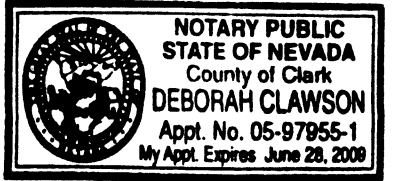
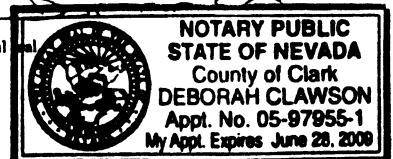
**BUYER (BORROWERS) NAME:** Ernest Domenico SS#: 108-40-0808  
**SELLER (LENDER) NAME:** Arthur Lumbly-LaVine SS#: 075-42-9084  
 Robert Barnhart SS#: 563-75-5800 Mortgage Syndication #26-0167914  
 EMAIL \* REQUIRED \* dwalinc@mortgageSyndication.com

(This is only to notify you of your deposit or receipt of payment, not for marketing purposes.)  
**PHONE:** 702-306-6737 **PHONE:** 702-202-3443  
**ADDRESS:** 10789 West Tropicana Avenue **ADDRESS:** 2116 Fremont Terrace 3161 E. Warm Springs #200  
**CITY:** Las Vegas **STATE:** NV **ZIP:** 89135 **CITY:** Henderson **STATE:** NV **ZIP:** 89120

STATE OF Nevada COUNTY OF Clark  
 On 02/25/08, before me, a notary public, in and for said County and State, personally appeared Ernest Domenico and Robert Barnhart  
 proven to me to be the person(s) who acknowledged that he executed the above instrument. WITNESS my hand and official seal.

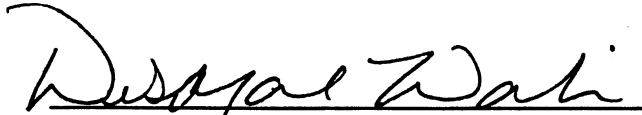
Notary Public: Deborah Clawson Official Seal  
 STATE OF Nevada COUNTY OF Clark  
 On 02/25/08, before me, a notary public, in and for said County and State, personally appeared Robert Barnhart  
 proven to me to be the person(s) who acknowledged that he executed the above instrument. WITNESS my hand and official seal.

Notary Public: Deborah Clawson Official Seal  
 STATE OF Nevada COUNTY OF Clark  
 On 02/25/08, before me, a notary public, in and for said County and State, personally appeared Ernest Domenico and Robert Barnhart  
 proven to me to be the person(s) who acknowledged that he executed the above instrument. WITNESS my hand and official seal.

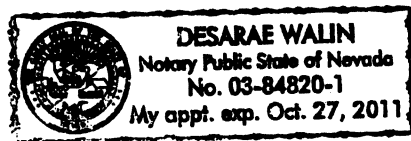


State of Nevada County of Clark

On 3/3/2008, before me, a notary public, in and for said county and state, personally appeared Wayne Jones proven to me to be the person (s) who acknowledged that \_ he \_ executed the attached instrument (Collection agreement & Loan Service Instructions). Witness my hand and official seal

  
Notary Public

Official Seal



**EXHIBIT "2-5"**

**ALLONGE**

THIS ALLONGE is attached to that certain Promissory Note for the principal sum of *Five Hundred Thousand and 00/100* Dollars (\$500,000.00) dated *February 25, 2008* executed by *Leading Investments, Inc., a Nevada corporation* ("Borrower"), in favor of *Mortgage Syndication* ("Assignor").

Pay to the order of *Arthur Lansky LeVine, a single man* ("assignee") on an "as is" and "with all faults" basis without recourse or representation or warranty of any kind, express or implied, any and all right, title and interest in and to that Certain Promissory Note in which this Allonge is attached.

This Document is to be retroactive to February 27, 2008.

Dated: *March 16, 2009*

**ASSIGNOR:**

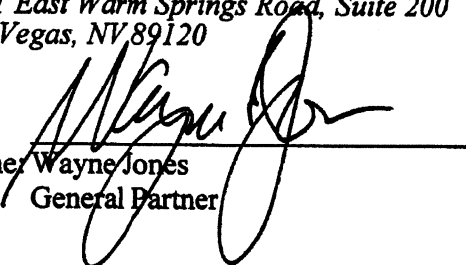
*Mortgage Syndication Network, LLLP*  
*3161 East Warm Springs Road, Suite 200*  
*Las Vegas, NV 89120*

 **COPY**

By:

Name: *Wayne Jones*

Its: *General Partner*



**EXHIBIT 3**

**DECLARATION OF WAYNE JONES**

1. I, Wayne Jones, hereby submit this Declaration offered in support of the foregoing Involuntary Bankruptcy Petition.
2. This Declaration is based upon my personal knowledge.
3. I am presently the General Partner of Mortgage Syndication Network, LLLP (“Mortgage Syndication”).
4. Prior to the transfer thereof, I was the previous holder of a promissory note made by Leading Investments, Inc. (“Leading Investments”) and secured by a third deed of trust on an office building located at 10789 W. Twain Road, Las Vegas, Nevada (the “Twain Property”).
5. The background and terms of the assignment, which demonstrate adequate consideration for the transfer, is as follows:
  - a. Leading Investments obtained the services of Mortgage Syndication as a broker in order to assist in seeking financing for a loan.
  - b. Mortgage Syndication, acting as a broker, secured a commitment from Arthur Lansky LeVine (“LeVine”) to fund a loan in the amount of \$500,000.00 to Leading Investments and thereafter prepared the documentation and opened escrow with Nevada Title Company.
  - c. On February 27, 2008, LeVine funded the loan to Leading Investments by wire transferring funds to Nevada Title Company Trust Account as evidenced by a

wire transfer instruction, a true and correct copy of which is attached hereto as Exhibit 2-1.

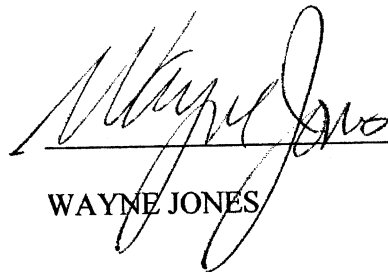
- d. On February 25, 2008 Leading Investments executed a Note Secured By Deed of Trust (the "Note") in favor of Mortgage Syndication, a true and correct copy of which is attached hereto as Exhibit 2-2.
- e. The Note is secured by a deed of trust (the "Deed of Trust") naming Mortgage Syndication as the beneficiary which was recorded against the Twain Property on February 28, 2008, a true and correct copy of which is attached hereto as Exhibit 2-3.
- f. Mortgage Syndication was named as the payee of the Note and the beneficiary of the Deed of Trust instead LeVine, despite the fact that LeVine funded the transaction and LeVine was listed as the payee pursuant to the Loan Servicing Agreement dated February 25, 2008 (the "Servicing Agreement"), a true and correct copy of which is attached hereto as Exhibit 2-4.
- g. As of February 27, 2008 the Note should have been assigned from Mortgage Syndication to LeVine, however this assignment was accidentally overlooked until an audit of the file raised the deficiency.
- h. To effectuate the intent of the parties, an allonge was signed by Mortgage Syndication (the "Allonge") transferring the Note to LeVine, a true and correct copy of the Allonge is attached hereto as Exhibit 2-5.
- i. This transfer of the Note to LeVine via the Allonge was completed to close the loop as it was always the intent of the parties that LeVine would be the holder of

the Note since LeVine funded the loan and LeVine was entitled to the payments pursuant to the Servicing Agreement.

- j. Mortgage Syndication simply acted as a broker in this transaction and never received any payments due under the Note.
- k. The Note was not transferred for the purpose of commencing this case.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

DATED this 28<sup>th</sup> day of April, 2009.

  
\_\_\_\_\_  
WAYNE JONES