

DOUGLAS COUNTY, NV

**2017-895599**

Rec:\$19.00

\$19.00 Pgs=6

**03/06/2017 03:34 PM**

FIRST AMERICAN TITLE RENO

KAREN ELLISON, RECORDER

**RECORDING REQUESTED BY:**

First American Title Co.  
5310 Kietzke Lane  
Reno, Nevada 89511

**WHEN RECORDED RETURN TO:**

First American Title Co.  
5310 Kietzke Lane  
Reno, Nevada 89511

APN: 1418-10-810-018

ORDER #:2515094-BM

Second Amended Order

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Title of Document

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or printed.

1 Case No. 05-CV-0322  
2 Dept. No. I

**RECEIVED**  
**FEB 24 2017**  
Douglas County  
District Court Clerk

**FILED**  
2017 FEB 24 AM 11:28  
BOBBIE R. WILLIAMS  
CLERK  
**K. WILFERT** DEPUTY

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5  
6 IN THE NINTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA  
7 IN AND FOR THE COUNTY OF DOUGLAS

8  
9 MARY ANN GUZY and  
10 CAROLINE GUZY ENGLE,  
11  
12 Plaintiffs,

13 vs.

14 ARBOR COMPANY, a California limited  
15 partnership; ARBOR COMPANY, a  
16 Nevada limited partnership; DARREL  
17 JAMES GUZY, SR.; MARCIA O. GUZY;  
18 DARRELL JAMES GUZY, JR.; PAMELA  
19 RAE GUZY; JOHN S. GUZY; MERRILL  
20 LYNCH PIERCE FENNER & SMITH,  
21 INC., dba MERRILL LYNCH & CO., INC.,  
22 a Delaware corporation; SRC  
23 COMPUTERS, INC., a Colorado  
24 corporation; and DOES 1-10,

25 Defendants.

**SECOND  
AMENDED  
ORDER**

26  
27 THIS MATTER comes before the Court upon Defendants' Emergency Motion to  
28 Extinguish Receiver's Liens and Authorize Defendants' Sale of the Glenbrook Property.  
On February 13, 2017, the Court held a telephone conference with the following participants:  
Scott Hillstrom, Esq., Dan Bowen, Esq. and Andrew Lewis, Esq. on behalf of defendants  
constituting the Arbor Parties, Cassandra Jones, Esq. on behalf of Plaintiff Mary Ann Guzy,  
and the Court Appointed Receiver Dotan Y. Melech and his counsel, Julie Sanpei, Esq.

1 After addressing the possibility of reaching a settlement, the Court heard arguments on  
2 the record regarding the emergency motion. Having reviewed all relevant pleadings and  
3 papers on file herein and having considered the arguments of the parties participating in the  
4 telephone conference, and good cause appearing, the Court entered an order now reduced to  
5 writing:  
6

7 1. The terms used in this Order have the meaning provided within the emergency  
8 motion.

9 2. Having sought authorization from the Court to move forward with the sale of the  
10 Glenbrook Property and the refinancing of the Johnson Street Property via motion, the Court  
11 now recognizes that both transactions referred to herein are being closed by First American  
12 Title Insurance Company and by two separate escrow officers within that firm who, along  
13 with its employees and representatives, are collectively referred to herein as the "Closer."  
14

15 3. Arbor Parties shall direct the Closer to complete the closing of the sale of the  
16 Glenbrook Property as set forth in the Purchase Agreement dated December 31, 2016, and  
17 appended to the emergency motion (the "Glenbrook Closing").  
18

19 4. Arbor Parties shall direct the Closer to complete the closing of the Financing of the  
20 Johnson Street Property as set forth in the JPMorgan Commitment Letter dated January 19,  
21 2017, and appended to the emergency motion (the "Johnson Street Closing").  
22

23 5. Arbor Parties shall direct the Closer to apply the proceeds from the Glenbrook  
24 Closing and the Johnson Street Closing as follows: First, to pay closing expenses as provided  
25 in closing statements for each Closing signed by D. James Guzy, Marcia O. Guzy and  
26 approved in writing by the Receiver; and, second, to pay-off existing secured debt against the  
27 Glenbrook Property and the Johnson Street Property to JPMorgan Chase Bank, NA.

28 6. Immediately after close of escrow, any and all remaining net proceeds from the

1 Glenbrook Closing and the Johnson Street Closing (collectively, "Net Proceeds") are to be  
2 deposited to the custody of the Receiver via wire transfer into that certain bank account in the  
3 name of "Arbor Receivership Trust Account" held by Bank of Nevada, Account No. \*\*\*9661  
4 (herein "Arbor Receivership Trust Account"). The Receiver is to provide the Closer with  
5 wiring instructions to which the Net Proceeds are to be wired by the Closer. The Arbor  
6 Parties and their counsel shall ensure that such transfer is completed in an orderly and timely  
7 fashion.  
8

9 7. The total Net Proceeds from the Glenbrook Closing and the Johnson Street Closing  
10 shall be the amount shown on the closing statements for each Closing as signed by D. James  
11 Guzy and Marcia O. Guzy and approved in writing by the Receiver. These amounts are  
12 roughly estimated to be approximately \$450,000.00 from the Glenbrook Closing and  
13 approximately \$1,550,000.00 from the Johnson Street Closing.  
14

15 8. Since it is a condition of both the Glenbrook and Johnson Street Closings that the  
16 judgment held by Mary Ann Guzy against the Arbor Parties is satisfied, the Court hereby  
17 deems Mary Ann Guzy's judgment satisfied when the Net Proceeds of both Closings have  
18 been received into the Arbor Receivership Trust Account; however, because the Arbor Parties  
19 have assured the Court that the two real estate transactions are being done with the intent to  
20 pay the judgment held by Mary Ann against the Arbor Parties, and to give credence to the  
21 above finding that said judgment is in fact satisfied, upon receipt of the Net Proceeds into the  
22 Arbor Receivership Trust Account, the Receiver is to distribute \$1,597,428.65 to Plaintiff  
23 Mary Ann Guzy, representing the principal and interest remaining due, as of March 6, 2017,  
24 on the 2008 Judgment issued and renewed in this matter and described above as held by Mary  
25 Ann Guzy against the Arbor Parties.  
26  
27

28 9. Since it is a condition of the Glenbrook Closing that all *Lis Pendens* be removed,

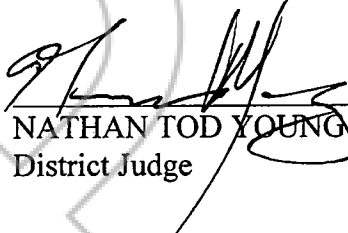
1 the *Lis Pendens* recorded as Document No. 2016-882764 on June 17, 2016 at 11:55 a.m. with  
2 the Douglas County Recorder against APN 1418-10-810-018 is hereby expunged.

3 10. D. James Guzy, Marcia O. Guzy, the Receiver and Mary Ann Guzy shall promptly  
4 supply and execute any documents reasonably requested by the Closer to ensure that the  
5 Glenbrook Closing and the Johnson Street Closing are timely concluded.  
6

7 11. No further disbursement of any nature whatsoever shall be made from the Arbor  
8 Receivership Trust Account except as authorized by subsequent order of this Court.

9 IT IS SO ORDERED.

10 Dated this 24 day of February, 2017.

11  
12   
13 NATHAN TOD YOUNG  
14 District Judge  
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1 Copies served by mail this 24 day of February, 2017, to:

2 Cassandra G. Jones, Esq.  
3 Heritage Law Group, P.C.  
4 1625 Highway 88, Suite 304  
5 Minden, NV 89423

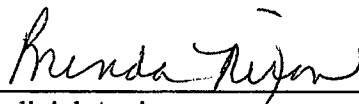
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24 Julie L. Sanpei, Esq.  
25 Bailus Cook & Kelesis, Ltd.  
26 517 South Ninth St.  
27 Las Vegas, NV 89101

  
Judicial Assistant

**CERTIFIED COPY**

The document to which this certificate is attached is a full, true and correct copy of the original in file and of record in my office.

DATE 3.1.17  
BOBBIE R. WILLIAMS Clerk of Court  
of the State of Nevada, in and for the County of Douglas,  
By Amanda Deputy