Name)			
Mailing Address)			
City, State, Zip Code)			
Telephone Number)			
Fax Number)			
E-mail Address)			
Defendant, In Proper Person			
EIGHTH JUDICIAL DISTRIC	CT COURT		
CLARK COUNTY, NEVADA			
,	Case No.:		
Plaintiff(s),	Dept. No.:		
VS.			
, Defendant(s)			
DEFENDANT'S ANSWER AND AFFIR	MATIVE DEFENSES		
Defendant (insert your name)	, appearin		
proper person, submits this Answer and Affirmative Defenses t	o Plaintiff's Complaint on file herein		
alleges and avers as follows:			
1. Defendant admits the allegations contained in the features of the second sec	ollowing numbered paragraphs in		
Plaintiff's Complaint (insert selected paragraph numbers from Plaintiff's Comp	laint):		
2. Defendant denies the allegations contained in the following numbered paragraphs in			
Plaintiff's Complaint (insert selected paragraph numbers from Plaintiff's Complaint):			
	City, State, Zip Code) Telephone Number) Fax Number) Fax Number) E-mail Address) Defendant, In Proper Person EIGHTH JUDICIAL DISTRIC CLARK COUNTY, NEV OPlaintiff(s), vs. Plaintiff(s), vs. Defendant(s). Defendant(s). Defendant(s). Defendant(s). Defendant (insert your name) proper person, submits this Answer and Affirmative Defenses t alleges and avers as follows: 1. Defendant admits the allegations contained in the fe Plaintiff's Complaint (insert selected paragraph numbers from Plaintiff's Comp		

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1	3. Defendant does not have knowledge or information sufficient to form a belief as to the truth				
2	of the allegations contained in the following numbered paragraphs in Plaintiff's Complaint and, therefore,				
3	denies them (insert selected paragraph numbers from Plaintiff's Complaint):				
4	·				
5	STANDING AND REAL PARTY IN INTEREST				
6	□ Plaintiff does not have standing to bring this action because Plaintiff does not have the right				
7	to enforce the Note.				
8	□ Plaintiff is not the real party in interest and, therefore, is unable to bring this action because				
9	Plaintiff cannot show a valid assignment of the beneficial interest under a Deed of Trust.				
10	AFFIRMATIVE DEFENSES				
11	□ <u>AFFIRMATIVE DEFENSE NO. 1</u>				
12	Estoppel / Failure of Contractual Condition Precedent: Invalid, Ineffective, or Otherwise				
13	Insufficient Notice of Right to Cure and Intent to Accelerate				
14	Defendant attempted to pay the mortgage but Plaintiff refused to accept payment. Plaintiff				
15	should be estopped from now saying that Defendant is delinquent.				
16	□ Plaintiff failed to provide Defendant with a Notice, Right to Cure and Intent to Accelerate				
17	that meets the requirements of Paragraph of the subject mortgage. As a result of Plaintiff's				
18	failure, Defendant was denied a good faith opportunity to avoid acceleration of the mortgage and this				
19	foreclosure action through loss mitigation, forbearance and/or other programs.				
20	□ AFFIRMATIVE DEFENSE NO. 2				
21	Estoppel / Failure of Contractual Condition Precedent: Plaintiff Failed to Comply with Applicable				
22	Loan Servicing Requirements				
23	Defendant affirmatively asserts that the subject loan is secured by and/or underwritten by				
24	Fannie May/Freddie Mac, the Federal Housing Authority (FHA), Veteran's Affairs (VA), or the USDA.				
25	□ Plaintiff failed to comply with its own specialized default loan servicing policies and				
26	practices and with the Fannie Mae/Freddie Mac default servicing guidelines, which presents an equitable				
27	defense to this mortgage foreclosure action.				
28	□ Plaintiff failed to comply with its own specialized default loan servicing policies and				
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1	practices and with the Federal Housing Authority (FHA), Veteran's Affairs (VA), or the USDA default					
2	servicing guidelines, which presents an equitable defense to this mortgage foreclosure action.					
3	□ <u>AFFIRMATIVE DEFENSE NO. 3</u>					
4	Estoppel / Failure of Contractual Condition Precedent: Plaintiff Failed to Comply with Its Duty to					
5	Review Defendant for a Loan Modification					
6	The subject loan is secured by and/or underwritten by a lender/servicer contractually					
7	obligated to follow the Making Home Affordable – HAMP program.					
8	□ <u>AFFIRMATIVE DEFENSE NO. 4</u>					
9	Illegality / Plaintiff Has and Continues to Add Illegal Charges to the Alleged Loan Balance					
10	□ Plaintiff has charged and/or collected payments from Defendant for property inspections,					
11	attorney fees, other fees, legal fees, foreclosure costs, assessments, advances, late fees and/or other					
12	charges that are not authorized by, or in conformity with, the terms of the subject note and mortgage.					
13	□ Plaintiff wrongfully added, and continues to unilaterally add, these illegal charges to the					
14	balance Plaintiff claims is due and owing under the subject note and mortgage.					
15	□ <u>AFFIRMATIVE DEFENSE NO. 5</u>					
16	Waiver / Breach of Agreement					
17	□ After the date of the original agreement, mortgage, or note, the parties modified the terms of					
18	the original agreement, mortgage, or note pursuant to a Trial Period Plan as follows:					
19						
20	(attach additional pages if necessary)					
21	Plaintiff has breached its agreement with Defendant by not converting the Trial Period Plan					
22	to a permanent modification per the guidelines.					
23	□ Defendant has not defaulted under the terms of the new agreement with Plaintiff.					
24	Plaintiff has breached the terms of the new agreement with Defendant as follows:					
25						
26	(attach additional pages if necessary)					
27	///					
28	///					
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1	□ AFFIRMATIVE DEFENSE NO. 6				
2	Unclean Hands				
3	□ Plaintiff comes to this Court with unclean hands and is prohibited by reason thereof from				
4	obtaining the equitable relief of foreclosure from this Court.				
5	□ Plaintiff's unclean hands result from, among other things:				
6	□ Plaintiff's improper acceleration of the subject mortgage and note;				
7	□ Plaintiff's failure to fulfill or perform all conditions precedent to the filing of this action;				
8	□ Plaintiff's failure to comply with the material terms of the subject mortgage and note,				
9	which it now seeks to accelerate and foreclose;				
10	□ Plaintiff's failure to comply with applicable requirements of federal law; and				
11	□ Plaintiff's ongoing/continuing addition of illegal/unauthorized charges to the alleged loan				
12	balance.				
13	□ AFFIRMATIVE DEFENSE NO. 7				
14	Violation of NRS 40.430				
15	□ Plaintiff has violated Nevada's "one action rule."				
16	Plaintiff has already attempted to recover for this debt and/or enforce the security agreement				
17	via a previous action in violation of NRS 40.430, specifically in Case No				
18	□ <u>AFFIRMATIVE DEFENSE NO. 8</u>				
19	Violation of NRS 14.010				
20	□ Plaintiff failed to file and record a Notice of Lis Pendens pursuant to NRS 14.010 and has,				
21	therefore, failed to meet statutory requirements necessary to maintain this action.				
22	☐ <u>AFFIRMATIVE DEFENSE NO. 9</u>				
23	Equitable Estoppel / Unconscionability				
24	$\Box$ As a matter of equity, this Court should refuse to foreclose this mortgage because				
25	acceleration of the note would be inequitable, unjust, and the circumstances of this case render				
26	acceleration unconscionable.				
27	WHEREFORE, Defendant prays that this Court dismiss Plaintiff's Complaint with prejudice or,				
28	3    in the alternative, as this Court deems just and proper,				

I						
1	(a) Refuse the acceleration and deny foreclosure unless and until such time as Plaintiff has					
2	demonstrated full and strict compliance with the obligations and performance of all conditions precedent					
3	imposed upon it;					
4	(b) Reduce the amount owed by Defendant by the amount of the damages Defendant has					
5	incurred as a result of Plaintiff's failure to perform and fulfill all contractual conditions precedent;					
6	(c) Order an accounting under the mortgage and note of all money collected and paid out by					
7	Plaintiff;					
8	(d) Order an accounting of all the money paid into the escrow account;					
9	(e) Order restoration and the return of any and all overpayments made by Defendants and					
10 11	improperly paid out by Plaintiff;					
11	(f) Reduce any amount owed by Defendant, if any, by the amount of the unauthorized charges					
12	and fees Plaintiff has wrongfully charged;					
13	(g) Otherwise deny the relief sought by Plaintiff in its Complaint;					
15	<ul><li>(h) Award Defendant its attorney fees and costs incurred herein;</li><li>(i) Order a loan modification adjusting the payment under the note to an affordable level for</li></ul>					
16						
17	Defendant;					
18	(j) Order the parties to attend a Nevada Foreclosure Mediation to resolve the issues presented in					
19	Plaintiff's Complaint; and					
20	(k) Award such other and further relief as the Court deems just and appropriate.					
21	DATED this day of, 20					
22	By: (Signature)					
23	(Print Name) Defendant, In Proper Person					
24						
25						
26						
27						
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1		ATE OF SERVICE				
2	I hereby certify that on the day of	·,	20, I			
3	served a true and correct copy of the foregoing Dl	EFENDANT'S ANSWER AND AFFIR	MATIVE			
4	DEFENSES, pursuant to NRCP 5(b), by depositing	ng for mailing in the United States mail	, with postage			
5	fully prepaid, an envelope containing the above-identified document at Las Vegas, Nevada, addressed to					
6	the following:					
7	(Insert name and address of Plaintiff's attorney:)					
8			_			
9			_			
10			_			
11			_			
12	(Insert name and address of attorney for any other party that has ap	peared in case:)				
13			_			
14			_			
15			_			
16			_			
17						
18			_			
19			_			
20			_			
21			_			
22	DATED this day of	, 20				
23	Drug or					
24	By: (Sign (Prin	ature) t Name)				
25						
26						
27						
28						
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