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1 CODE:1880  
2 Michael A. vinkus, State Bar No. 4708  
3 Walther, Ke Maupin, Oats,  
4 Cox & LeG  
5 3500 Lakesi Court, Suite 200  
6 P.O. Box 300  
7 Reno, Nevada 89520  
8 (775) 827-20

FILED

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RONALD A. LONGTIN, JR., CLERK  
By \_\_\_\_\_  
DEPUTY

9 Attorneys f Plaintiff  
10 FIRST NATIOL OF NORTH AMERICA, LLC  
11 a Michigan mited liability company

12 IN THE SECOND JUDICIAL DISTRICT COURT  
13 STATE OF NEVADA, WASHOE COUNTY

14 FIRST NATIOL OF NORTH AMERICA, )  
15 LLC, a Michan limited liability, )  
16 company, )

17 Plaintiff, )

18 v. )

CASE NO. CV01-01974

19 WESTERN SECITIES TRUST, a )  
20 Nevada busiss trust; PETER )  
21 AMUNDSON, lindividually and )  
22 as ExecutivTrustee of Western )  
23 Securities ust; MAILE )  
24 DROMIACK-AMDSON, individually )  
25 and as Seco Trustee of Western )  
26 Securities ust; RUSSELL FRED )  
BRASELTON, USTEE of the RF )  
BRASELTON TST; TITLE SERVICE )  
AND ESCROW MPANY, a Nevada )  
corporation ASSOCIATES FINANCIAL )  
SERVICES CPANY, INC., a )  
Delaware cporation; ALBERT AND )  
MOLLY RAKESAW, TRUSTEES of the )  
RAKESTRAW FILY TRUST; BRANDI )

DEPT. NO. 6

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1 MONK; HAVASEASING COMPANY, )  
 2 CONSULTING SERVICES, INC., a )  
 3 Nevada corporation; BYRON YOUNG; )  
 4 JOYCE YOUNG JAMES ROSE; and DOES )  
 5 1 through 1 inclusive, )  
 6 Defendants. )

STIPULATED JUDGMENT AND ORDER AND JUDGMENT

7 Plaintiff FIRST NATIONAL OF NORTH AMERICA, LLC, a Michigan  
 8 limited liability company ("FIRST NATIONAL"), by and through its  
 9 undersigned counsel, and Defendants WESTERN SECURITIES TRUST, a  
 10 Nevada business trust ("WST") and PETER AMUNDSON ("AMUNDSON"),  
 11 individually and as executive trustee of WST, in pro per, hereby  
 12 stipulate a consent that the Court enter a judgment in favor of  
 13 FIRST NATIONAL and against WST and AMUNDSON as follows:

FACTS GIVING RISE TO JUDGMENT

14  
 15  
 16 1. On August 24, 2001, FIRST NATIONAL filed its First  
 17 Amended Complaint ("Complaint"), a copy of which was served on  
 18 AMUNDSON. AMUNDSON accepts as true all factual allegations  
 19 concerning the conduct of AMUNDSON and WST, as set forth in detail  
 20 in the Complaint, all of which are hereby incorporated by this  
 21 reference to this Stipulated Judgment.

22 2. In summary format, some of the facts which occurred are  
 23 as follows: On or about June 26, 1998, the parties executed a  
 24 Commercial Loan and Servicing Agreement, with a revolving line of  
 25 credit of \$4,000. WST executed the Promissory Note and AMUNDSON  
 26

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1 executed a personal Guarantee. The purpose of the loan agreement  
2 was to provide working capital for WST to purchase real estate  
3 notes and land sale contracts. On some occasions, WST would  
4 purchase a note, which would be secured by a deed of trust on real  
5 property; on other occasions, WST would purchase a land sale  
6 contract. In either case, WST's interest was assigned as security  
7 to FIRST NATIONAL in exchange for monies being lent by FIRST  
8 NATIONAL to WST. As of August 23, 2000, the amount owed by WST to  
9 FIRST NATIONAL was \$454,963.63, plus interest at the default rate  
10 specified in the loan agreement, as well as attorney's fees and  
11 costs incurred in prosecution of this action.  
12

13 3. On many of the transactions entered into, WST and  
14 AMUNDSON committed fraud and obtained money under false pretenses.  
15 Specifically, as is set forth in detail in the Complaint, on a  
16 number of occasions, after making a collateral assignment of notes  
17 and deeds of trust or land installment contracts to FIRST NATIONAL,  
18 WST, through AMUNDSON, subsequently knowingly made fraudulent  
19 assignments of the same security interests to third parties;  
20 AMUNDSON knowingly submitted fraudulent opinions of value on  
21 properties, hereby causing FIRST NATIONAL to believe that the  
22 values of the security interests that it was lending money upon  
23 were substantially more than they actually were; AMUNDSON knowingly  
24 created fraudulent documentation which purported to show that FIRST  
25

1 NATIONAL h released its security interests in certain property;  
2 and AMUNDS knowingly provided fraudulent documentation to FIRST  
3 NATIONAL wch purported to show that AMUNDSON was the owner of  
4 certain prerty when he was not, as well as knowingly submitting  
5 a fraudule Preliminary Title Report to FIRST NATIONAL for a  
6 property wch did not exist. Each of these matters was known by  
7 AMUNDSON t be false. AMUNDSON nevertheless engaged in this  
8 conduct anade these representations to deceive FIRST NATIONAL so  
9 that FIRSTNATIONAL would provide AMUNDSON (through WST) with  
10 working catal and extend credit under the Commercial Loan and  
11 Servicing reement between them. FIRST NATIONAL was not aware  
12 that the cduct in which AMUNDSON engaged and the representations  
13 which he ma were false and, as a result, justifiably relied upon  
14 them as a bis for extending credit and lending money to WST. As  
15 a result ofts reliance on AMUNDSON's false and deceptive conduct  
16 and represecations, FIRST NATIONAL provided substantial monies to  
17 AMUNDSON, rough WST, which AMUNDSON and WST have failed or  
18 refused to pay.  
19

20 II. JUDGMENT

21 In setement of FIRST NATIONAL's claims against AMUNDSON and  
22 WST, the paies agree as follows:  
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A. Assignments

4. Apart of this Stipulated Judgment, AMUNDSON, on behalf of himself and WST, hereby agrees to execute whatever documents are necessary, including assignments and/or warranty deeds, in order to transfer to FIRST NATIONAL any and all interest which WST and/or AMUNDSON possess in the notes, deeds of trust, land sale contracts and properties for the following files which are described in FIRST NATIONAL's complaint: Lynch (described in paragraphs 34-43 of Complaint); Johnson (described in paragraphs 51-57 of Complaint); Havas (described in paragraphs 62-63 of Complaint); Conradt (described in paragraphs 64-66 of Complaint); and Cummings (described in paragraphs 76-80 of Complaint). Note that FIRST NATIONAL has determined that there is little or no value with respect to the Keeney, Monk and Baluyot files, and, thus, the parties are taking no action with respect to these files.

5. In the event that AMUNDSON fails or refuses to execute the documents required to be executed under paragraph 4, then after ten days notice sent to AMUNDSON's last known address at 1955 Kings Row, Reno, NV 89503, the parties agree that the Court shall be empowered to execute whatever documents are necessary to effectuate the transfers described in paragraph 4 above. Additionally, the parties agree that if this occurs, then the amount of the money portion of this Judgment shall be increased from \$250,000 to

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1 \$350,000, which is still less than the amount of FIRST NATIONAL's  
2 claim against AMUNDSON.

3 B. Key Judgment

4 6. A part of this Stipulated Judgment, the parties agree  
5 that Judgment is hereby entered in favor of FIRST NATIONAL, and  
6 against AMUNDSON and WST, jointly and severally, in the amount of  
7 \$250,000 (Two Hundred Fifty Thousand Dollars). Judgment shall  
8 immediately issue, with interest at Nevada's legal rate specified  
9 in NRS 17.0(2), from the date of execution of this Stipulated  
10 Judgment until satisfied, and FIRST NATIONAL shall have all rights  
11 of immediate execution.

12  
13 7. Judgment is being entered on all of FIRST NATIONAL's  
14 claims against AMUNDSON and WST, including FIRST NATIONAL's Fourth  
15 Claim for relief for punitive damages based upon fraud and  
16 misrepresentation. Further, since FIRST NATIONAL's claims against  
17 AMUNDSON are based upon fraud and obtaining money under false  
18 pretenses, it is agreed that FIRST NATIONAL's Judgment against  
19 AMUNDSON shall not be dischargeable in the event that AMUNDSON  
20 files for bankruptcy under any chapter of the Bankruptcy Code.  
21 Further, settlement of FIRST NATIONAL's claims against AMUNDSON  
22 shall in no way prohibit FIRST NATIONAL from pursuing a  
23 nondischargeability claim against AMUNDSON in bankruptcy  
24 proceedings; the Judgment entered herein, objecting to the entry  
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26

1 of a discharge, or asserting any other applicable rights of a  
2 creditor under the Bankruptcy Code or under state law to the extent  
3 authorized under the Bankruptcy Code or the Bankruptcy Court.

4 C. Assignment of Proceeds From AMUNDSON's Lawsuit Against  
5 Purdue Pharma, LP

6 8. AMUNDSON has represented to FIRST NATIONAL that he has a  
7 pending lawsuit against Purdue Pharma, LP. AMUNDSON has agreed to,  
8 and hereby does, assign to FIRST NATIONAL any proceeds which  
9 AMUNDSON will receive from settlement or litigation of that  
10 lawsuit, until the Judgment is satisfied. AMUNDSON agrees to  
11 execute whatever additional documents are necessary, if any, to  
12 effectuate this assignment. Further, the parties incorporate the  
13 provisions of paragraph 5 above, in full, in the event that  
14 AMUNDSON fails or refuses to execute the necessary additional  
15 assignment documents.

16 9. This assignment shall in no way affect FIRST NATIONAL's  
17 right to immediately execute on its Judgment herein.

18 D. Court Ordered Restitution

19 10. The parties anticipate that in AMUNDSON's criminal  
20 proceedings, the Court will order him to pay restitution to FIRST  
21 NATIONAL in the approximate amount of \$125,000. Any amounts paid  
22 under the Court Ordered Restitution shall reduce the amount owed by  
23 AMUNDSON and SET to FIRST NATIONAL on the Judgment entered herein.  
24 However, the Court Ordered Restitution shall in no way affect FIRST  
25

1 NATIONAL's right to immediately execute on its Judgment entered  
2 herein.

3 E. Waiver of Findings of Fact and Conclusions of Law

4 11. The parties expressly waive findings of fact and  
5 conclusions of law, and agree that an order and judgment shall be  
6 entered in this action as agreed to herein.

7 Dated this 14th day of November, 2002.

8 WALTHER, KEY MAUPIN, OATS,  
9 COX & GOY

10  
11 By: Michael J. Nivinskus  
12 Michael J. Nivinskus, Esq.  
13 Attorney for Plaintiff  
14 FIRST NATIONAL OF NORTH  
15 AMERICA, INC

Peter G. Amundson  
16 PETER G. AMUNDSON  
17 In Pro Per

18 WESTERN SECURITIES TRUST

19  
20 By: Peter G. Amundson  
21 PETER G. AMUNDSON  
22 Executive Trustee  
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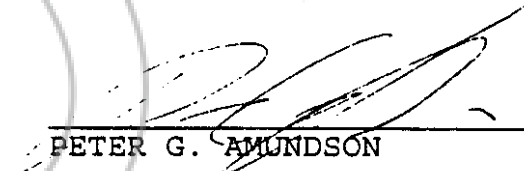
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VERIFICATION


STATE OF NADA )  
 ) ss:  
COUNTY OF SHOE )

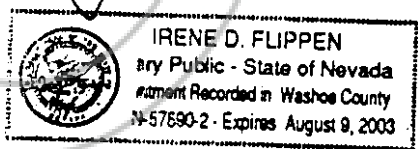
PETER AMUNDSON being first duly sworn, and under penalty of perjury, does and says:

That is a Defendant in the above-entitled action, both individual and as Executive Trustee of Western Securities Trust; that he hacedad the foregoing STIPULATED JUDGMENT, states that he knows the contents thereof; that the same is true of his own knowledge, except as to those matters therein stated upon information and belief, and as to those matters he believes them to be true; arthat he agrees to be bound by the Stipulated Judgment.

  
PETER G. AMUNDSON

Subscribed and sworn to before me  
this 14th da of November, 2002.

  
Notary Public



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ORDER AND JUDGMENT

The Crt, having reviewed and approved the Stipulated Judgment smitted by the parties, and good cause appearing therefor,

It is hereby ordered that the Judgment shall be entered in favor of Plntiff FIRST NATIONAL and against Defendants AMUNDSON and WST in e manner stipulated above.

Dated is 18 day of November 2002.

Brent Adams

\_\_\_\_\_  
DISTRICT JUDGE

CERTIFIED COPY

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

DATE: APR 10 2003  
RONALD A. LEBLANC, J.D., Clerk of the Second Judicial District Court, County of Washoe, Nevada

By [Signature] Deputy

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AFFIDAVIT OF MICHAEL A. NIVINSKUS, ESQ.

STATE OF NEVADA        )  
                                  )    ss.  
COUNTY OF WHOE        )

I, Micel A. Nivinskus, hereby swear under the penalties of perjury that the following assertions are true:

1. I am an attorney admitted to practice law in the State of Nevada (Neva State Bar Number 4708). I am one of the attorneys of record for plaintiff First National of North America, LLC, a Michigan limited liability company, in the above-entitled matter. I make this Affidavit in accordance with NRS 17.150(4) for recording this Stipulated Judgment and Order and Judgment in that matter. All representations made below are based upon information and belief.

2. The name of the Judgment Debtor is: Peter Gunnar Amundson.

3. The address of the Judgment Debtor is: 1955 Kings Row, Reno, Nevada 89503 or 2970 Roxbury Drive, Reno, Nevada 89523.

4. The Judgment Debtor's driver's license number is 4600486520 and issued in the State of Nevada.

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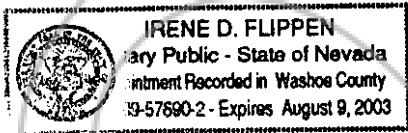
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5. Judgment Debtor's date of birth is: December 28, 1969.

*Michael Nivinskus*  
Michael A. Nivinskus

SUBSCRIBED and SWORN to before me this 23<sup>rd</sup> of April, 2003.

*Irene D. Flippen*  
NOTARY PUBLIC in and for said County and State.



|   |   |
|---|---|
| <p>RECORD REQUESTED BY AND MAIL TO:</p> <p>NAME: Michael A. Nivinskus, Esq.<br/>Walter, Key, Maupin,<br/>Oats, Cox &amp; LeGoy</p> <p>ADDRESS: P.O. Box 30000<br/>CITY/ST/ZIP: Reno, NV 89520</p> | <p>SPACE BELOW THIS LINE IS FOR RECORDERS USE ONLY</p> <p>BOOK <i>360</i> PAGE <i>372</i><br/>OFFICIAL RECORDS<br/>RECORDED AT THE REQUEST OF<br/><i>Walter Key Maupin Oats Cox</i><br/>2003 APR 25 PM 3:22</p> <p>EUREKA COUNTY NEVADA<br/>M.N. REBALEATI, RECORDER<br/>FILE NO. FEES <i>25<sup>00</sup></i></p> |
|---|---|