IN THE SUPREME COURT OF THE STATE OF NEVADA

MACKENSIE FAMILY, LLC, TRUSTEE OF THE KAREN 2606 TRUST,
Appellant,
vs.
JP MORGAN CHASE BANK, N.A.,
Respondent.

No. 85836

ORDER OF AFFIRMANCE

This is an appeal from a district court order granting a motion to dismiss a quiet title action. Eighth Judicial District Court, Clark County; Maria A. Gall, Judge.[1]

Appellant Mackensie Family, LLC (Mackensie) filed the underlying quiet title action against respondent JP Morgan Chase Bank, which is the deed of trust beneficiary securing the subject property. Mackensie sought a declaration that it holds title to the property free and clear of JP Morgan's deed of trust based on the recording of a 2010 notice of default. In particular, Mackensie contended that the notice of default rendered the loan secured by the deed of trust "wholly due" for purposes of NRS 106.240, such that the deed of trust was extinguished as a matter of law by 2020. Alternatively, Mackensie contended that NRS 104.3118 prohibited JP Morgan from bringing an action to enforce the promissory

[1]Pursuant to NRAP 34(f)(1), we have determined that oral argument is not warranted.

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note. JP Morgan moved to dismiss the complaint under NRCP 12(b)(5), which the district court granted.

We conclude that the district court correctly dismissed Mackensie's complaint. *See Buzz Stew, LLC v. City of N. Las Vegas*, 124 Nev. 224, 228, 181 P.3d 670, 672 (2008) (reviewing de novo a district court's dismissal of a complaint under NRCP 12(b)(5)). After briefing in this appeal was completed, this court decided *LV Debt Collect, LLC v. Bank of New York Mellon*, 139 Nev., Adv. Op. 25, 534 P.3d 693, 698 (2023), wherein we held that recording a notice of default cannot trigger NRS 106.240's 10-year time frame. Accordingly, Mackensie's primary basis for its quiet title claim fails.

Relatedly, we agree with the district court's conclusion that NRS 104.3118 is inapplicable here. That statute governs the time frame in which a person seeking to enforce a promissory note must bring an "action to enforce the obligation." Here, even if JP Morgan had instituted an action to enforce the note so as to implicate NRS 104.3118, it would not be prohibited from nonjudicially foreclosing on its deed of trust.[2] *See Facklam v. HSBC Bank USA*, 133 Nev. 497, 499, 401 P.3d 1068, 1070 (2017) ("For over 150 years, this court's jurisprudence has provided that lenders are not barred from foreclosing on mortgaged property merely because the statute

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[2]It is not apparent from the record that Mackensie is obligated to pay the note secured by JP Morgan's deed of trust, and we question Mackensie's standing to rely on NRS 104.3118. *Cf. Valley Bank of Nev. v. Ginsburg*, 110 Nev. 440, 446, 874 P.2d 729, 734 (1994) (recognizing that a party has standing when they are "aggrieved" by a district court's decision, which occurs "when either a personal right or right of property is adversely and substantially affected by a district court's ruling" (internal quotation marks omitted)).

of limitations for contractual remedies on the note has passed."). Accordingly, we

ORDER the judgment of the district court AFFIRMED.

Stiglich, C.J.

Lee, J.

Bell, J.

cc: Hon. Maria A. Gall, District Judge
Janet Trost, Settlement Judge
HOA Lawyers Group, LLC
Smith Larsen & Wixom
Fennemore Craig P.C./Reno
Arnold & Porter Kaye Scholer LLP/Washington DC
Eighth District Court Clerk