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Summary of Evans v. Samuels, 119 Nev. Adv. Op. No. 42

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Evans v. Samuels, 119 Nev. Adv. Op. No. 42 (Aug. 28, 2003)¹

Property – Liens – Judgment Liens

Summary

Appeal from a district court order granting summary judgment in a quiet title action.

Disposition/Outcome

Affirmed. A lien expires after six years from the date the judgment was docketed, unless renewed before expiration.

Factual and Procedural History

On September 23, 1983, Ingrid Sievert sold the property at issue to Kenneth Swanson. Joy R. Evans subsequently obtained a judgment against Sievert, which was recorded on August 3, 1984. On August 12, 1987, Swanson deeded the property back to Sievert, who then transferred her interest in the property to her daughter.

On October 30, 1991, Taylor and Britta Samuels and David and Kathleen Johnson purchased the property from Sievert's daughter. The title company executed a title search using the most recent preliminary title report, dated August 8, 1988. The title report listed Evans' judgment, but the title company determined that the lien had expired because Evans failed to renew the judgment within a six-year period, as required by NRS 17.150(2).²

Evans filed a request for a renewed judgment on April 10, 2000. The request was granted May 11, 2000. The Samuels then filed a complaint seeking to quiet title and requesting a permanent injunction. Judge Peter I. Breen of the Second Judicial District Court granted the Samuels' motion for summary judgment on the grounds that the lien had expired when Evans failed to renew the judgment with the six-year period.

Discussion

Evans contended that there is no requirement that a judgment must be renewed within the six-year period to prevent expiration and that the lien continued when Evans renewed the judgment in 2000.

The Nevada Supreme Court reasoned that the six-year period set forth in the statute would be meaningless if a lien were continued upon a renewal occurring after the expiration of the six-year period. The court held that the plain language of the statute provides that a lien continues for six years after the date the judgment is docketed and

¹ By Hilary Barrett

² NRS 17.150(2) states, in part, that a lien continues for six years after the date the judgment was docketed, and is continued each time a judgment is renewed.

expires if not renewed within the six-year period. Because Evans did not renew the judgment within the six-year period, the lien on the Samuels' property expired.

Conclusion

To prevent a lien from expiring, a judgment must be renewed within six-years of the date it was docketed.