

APN NO. 1318-09-811-017  
RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

**ASSET FORECLOSURE SERVICES, INC.**  
5900 Canoga Avenue, Suite 220  
Woodland Hills, CA 91367

Trustee's Sale No: NV-BVS-11011657

PROPERTY ADDRESS:  
617 HIGHWAY 50  
ZEPHYR COVE, NV 89448

110546675

DOC # 795832  
01/13/2012 01:30PM Deputy: SG  
OFFICIAL RECORD

Requested By:  
LSI Title Agency Inc.  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$219.00  
BK-112 PG-2447 RPTT: 0.00



### NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

**NOTICE IS HEREBY GIVEN** that DAVID B. SANDERS, ESQ., of the Hopp Law Firm located at 515 South 3<sup>rd</sup> Street, Las Vegas, Nevada 89101, IS THE DULY APPOINTED Trustee under a Deed of Trust dated 2/23/2007, executed by SCJ VENTURES, LLC, A NEVADA LIMITED LIABILITY COMPANY, as Trustor, to secure obligations in favor of GREENPOINT MORTGAGE FUNDING, INC., as Beneficiary, recorded 5/7/2007, as Instrument No. 0700654, and of Official Records in the office of the Recorder of DOUGLAS County, NEVADA. There is now owing upon the note secured by said Deed of Trust the sum of \$588,885.14 principal, with interest thereon from 6/1/2011. That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred as follows:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE 07/01/2011 TOGETHER WITH ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, LATE CHARGES AND FORECLOSURE FEES AND EXPENSES. ANY ADVANCES WHICH MAY HEREAFTER BE MADE; ALL OBLIGATIONS AND INDEBTEDNESSES AS THEY BECOME DUE AND CHARGES PURSUANT TO SAID NOTE AND DEED OF TRUST. THE BENEFICIARY MAY ELECT, IN ITS DISCRETION, TO EXERCISE ITS RIGHTS AND REMEDIES IN ANY MANNER PERMITTED UNDER THE NEVADA COMMERCIAL CODE, AS TO ALL OR SOME OF THE PERSONAL PROPERTY, FIXTURES AND OTHER GENERAL TANGIBLES AND INTANGIBLES MORE PARTICULARLY DESCRIBED IN THE DEED OF TRUST.

That by reason thereof, BAYVIEW LOAN SERVICING, LLC, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration and Demand for Sale, and has deposited with said duly appointed Trustee, such Deed of Trust and all the documents evidencing obligations secured thereby, and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

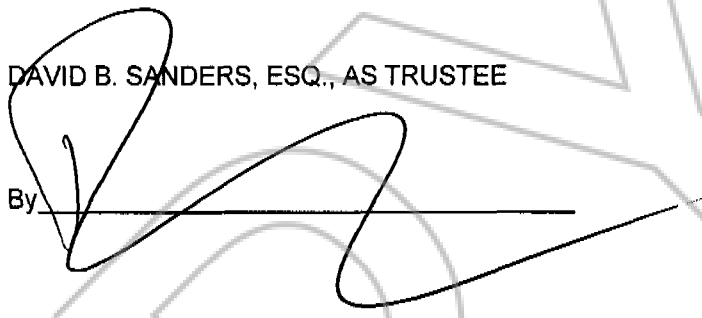
N.R.S. 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of the principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold.



To find out the amount you must pay, or to arrange for payment to stop the foreclosure or if your property is in foreclosure for any other reason, contact: **ASSET FORECLOSURE SERVICES**, whose address is 5900 Canoga Avenue, Suite 220, Woodland Hills, CA 91367, (877)237-7878.

Dated: 1/11/12

DAVID B. SANDERS, ESQ., AS TRUSTEE

By 

STATE OF Nevada

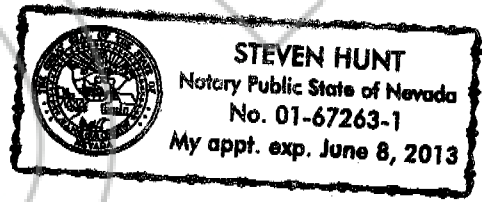
COUNTY OF Clark

On 1/11/12, before me, \_\_\_\_\_ personally appeared David B. Sanders, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
NOTARY PUBLIC





**Exhibit**  
**NRS 107.080 Compliance Affidavit**  
**Version 10/01/11 (issued 9/26/11)**

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE  
POWER OF SALE**

Property Owners:  
SCJ Ventures, LLC, A Nevada Limited  
Liability Company

Trustee Address:  
David B. Sanders, Esq.  
c/o The Hopp Law Firm, LLC  
515 3<sup>rd</sup> St.  
Las Vegas, NV 89101

Property Address:  
617 Highway 50  
Zephyr Cove, NV 89448

Deed of Trust Document Instrument  
Number  
0700654

STATE OF Florida )  
 ) ss:  
COUNTY OF Dade )

The affiant Alejandro Diaz, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or the authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2) (c):

1. The full name and business address of the trustee or the trustee's representative or assignee is:

David B. Sanders, Esq.

c/o The Hopp Law Firm, LLC 515 3<sup>rd</sup> St.,  
Las Vegas, NV 89101



The full name and business address of the current holder of the note secured by the Deed of Trust is:

Bayview Loan Servicing, LLC                      4425 Ponce DeLeon Blvd, 5<sup>th</sup> Floor, Coral Gable, FL 33146

The full name and business address of the current beneficiary of record of the Deed of Trust is:

Bayview Loan Servicing, LLC                      4425 Ponce DeLeon Blvd, 5<sup>th</sup> Floor, Coral Gable, FL 33146

The full name and business address of the servicers of the obligation or debt secured by the Deed of Trust is:

Bayview Loan Servicing, LLC                      4425 Ponce DeLeon Blvd, 5<sup>th</sup> Floor, Coral Gable, FL 33146

2. The full name and last known business address of the current and every prior known beneficiary of the Deed of Trust, is:

Bayview Loan Servicing, LLC                      4425 Ponce DeLeon Blvd, 5<sup>th</sup> Floor, Coral Gable, FL 33146

Greenpoint Mortgage Funding, Inc.                      4420 Rosewood Dr., #2550, Pleasanton, CA 94588

**(List additional known beneficiaries in the same format)**



3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust.
4. The trustee has the authority to exercise the power of sale under Chapter 107 of NRS with respect to the property encumbered by the Deed of Trust, pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the Deed of Trust.
5. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, a good faith estimate of fees imposed and to be imposed because of the default and the costs and fees charged to the debtor in connection with the exercise of the power of sale:
  - a. The amount of missed payments and interest in default is \$24,358.32.
  - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$699.50.
  - c. The principal amount secured by the Deed of Trust is \$588,885.14.
  - d. A good faith estimate of all fees imposed and to be imposed because of the default is \$2377.000.
  - e. A good faith estimate of the total costs and fees to be charged to the debtor in connection with the exercise of the power of sale is \$27,434.82.

6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

06/22/2009  
Date

0745716  
Document Instrument  
Number

Assignment of Deed of Trust  
Name of Document Conveying  
Interest of Beneficiary

**(List information regarding prior instruments in the same format)**



7. Following is the true and correct signature of the affiant:

Dated this 30<sup>th</sup> day of December, 2011

Affiant Name: Alejandro Diaz

Signed By: \_\_\_\_\_

Print Name: Alejandro Diaz

STATE OF Florida )

) ss:

COUNTY OF Dade )

On this 30<sup>th</sup> day of December, 2011, personally appeared before me, a Notary Public, in and for said County and State, Alejandro Diaz, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

*Wendy Logan*

NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

