



WHEN RECORDED MAIL TO:
Cooper Castle Law Firm, LLP
820 S. Valley View Blvd.
Las Vegas, NV 89107

T.S. No.: 12-01-38294-NV
Loan No.: 715529
APN: 1220-16-610-016
Title Report No.: 6449644
Property Address: 949 Arrowhead Drive, Gardenville, NV 89460

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SALE OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: THE COOPER CASTLE LAW FIRM, LLP, A MULTIJURISDICTIONAL LAW FIRM is the duly appointed Trustee under a Deed of Trust dated March 11, 2010, executed by Jose C Arcos, as Trustor in favor of Mortgage Electronic Registration Systems, Inc. (MERS), recorded on March 12, 2010 and recorded as. Instrument 760129 of Official Records in the office of the County recorder of Douglas County, Nevada securing, among other obligations:

One note(s) for the Original sum of \$214,795.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

The installment of Principal, Interest, impounds and late fees which became due October 1, 2011 together with all subsequent installments of principal, interest, impounds, late fees and foreclosure fees and expenses. Any advances which may hereafter be made. All obligations and indebtedness as they become due and charges pursuant to said Note and Deed of Trust.

That by reason thereof the present Beneficiary under such deed of Trust has executed and delivered to said duly appointed Trustee a substitution of trustee and a request for Sale of the security pursuant to the Deed of Trust and all 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.

NOTICE

You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 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 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. The Trustor may have the right to bring a court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.



STATE OF NEVADA FORECLOSURE
MEDIATION PROGRAM See Attached Instructions
ELECTION/WAIVER OF MEDIATION FORM

APN 1220-16-610-016 TS # 12-01-38294-NV Loan # 715529
PROPERTY ADDRESS 949 Arrowhead Drive, Gardenville, NV 89460
TRUSTEE The Cooper Castle Law Firm, LLP
DATE OF DOT March 11, 2010 Book/Pg/Inst Instrument 760129

ATTENTION: YOU MUST ACT WITHIN THIRTY (30) DAYS. IF NO ACTION IS TAKEN, THE FORECLOSURE MAY PROCEED

You have been served with an enclosed copy of Notice of Default and Election to Sell; which could result in the loss of your home.

The State of Nevada has created a mediation program for homeowners whose owner-occupied, primary residence is subject to foreclosure. Mediation is a process through which you and the lender meet with a neutral mediator to determine whether an agreement can be reached to cure any defaults in the loan or modify the terms of the loan to enable you to remain in your home. The mediator will be appointed by the Foreclosure Mediation Program Administrator. The mediator will **not** provide legal advice to either party. If you feel the need for legal representation, it is recommended that you consult an attorney concerning your rights and responsibilities and to assist you in the mediation.

Print Property Owner's Name _____ Print Co-owner's Name: _____
Mailing Address _____ Mailing Address: _____
Phone No: (____) _____ (Day) Phone No: (____) _____ (Day
(____) _____ (Evening) (____) _____ (Evening)
Email: _____ Email: _____

(Please list additional property owners on a separate sheet of paper)

PLEASE SELECT ONE OF THE CHOICES BELOW:

ELECTION OF MEDIATION - The undersigned hereby request[s] that mediation be scheduled to attempt to work out a resolution of the loan. (\$200.00 Money Order or Cashier's Check **must be enclosed**; see below)

You must include ALL the following with your election form:

- \$200 Money Order/Cashier's Ck Notice of Default Housing Affordability
- Financial Statement

Do you have an open Bankruptcy proceeding? _____ If so, date filed? _____

WAIVER OF MEDIATION - The undersigned is/are aware of the right to seek mediation but have determined that I/we do not want to proceed with mediation and hereby waive the right to do so.

The undersigned hereby certifies under the penalty of perjury that I/we are the owner[s] of the real property that is the subject of the pending foreclosure and occupy the real property as my/our primary residence.

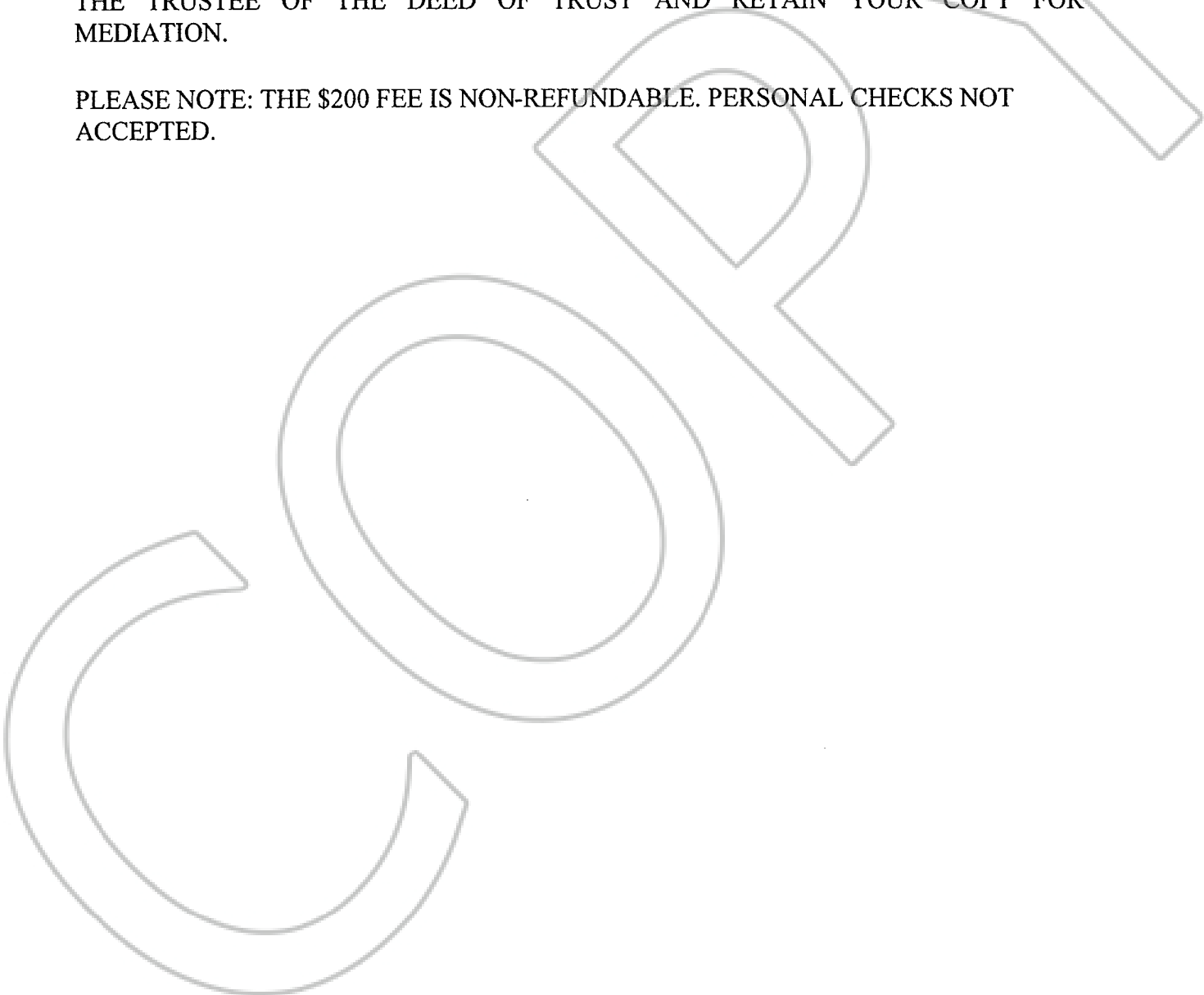
Signature of Property Owner _____ Date _____ Signature of Co-Owner _____ Date _____



IF YOU HAVE CHOSEN TO SEEK MEDIATION, YOU MUST SEND A MONEY ORDER OR CASHIER'S CHECK FOR \$200 PAYABLE TO: "STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM." THIS PAYMENT AND ALL FORMS MUST BE RETURNED TO THE PROGRAM ADMINISTRATOR WITHIN 30 DAYS OF RECEIVING THE NOTICE OF DEFAULT AND ELECTION TO SELL. FOR YOUR USE IN THIS PACKET ARE TWO UNSTAMPED, PREAMDRESSED ENVELOPES. SEND TO: 201 S. CARSON STREET, STE 277 B, CARSON CITY, NV 89701.

PLEASE COMPLETE TWO COPIES OF THIS FORM AND ALL OTHER REQUIRED FORMS AS STATED ABOVE, FORWARD THE ORIGINALS TO THE PROGRAM ADMINISTRATOR WITH THE \$200 PAYMENT, PLEASE ALSO SEND ONE COPY TO THE TRUSTEE OF THE DEED OF TRUST AND RETAIN YOUR COPY FOR MEDIATION.

PLEASE NOTE: THE \$200 FEE IS NON-REFUNDABLE. PERSONAL CHECKS NOT ACCEPTED.





STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM
INSTRUCTIONS FOR THE ELECTION/WAIVER OF MEDIATION FORM

To the Trustee:

You must fill out the top box on the Form including the Property Address, the Assessor's Parcel Number (APN), the Loan # and TS #, Dot #, Book/Page and instrument #. Please provide the homeowner with the Election/Waiver of Mediation, the Housing Affordability and the Financial Statement Forms as well as two preaddressed envelopes addressed to you (Trustee) and the Foreclosure Mediation Program (FMP) 201 S. Carson St, Ste 277B, Carson City, NV 89701.

To the Homeowner:

You are eligible to participate in this program if you:

1. **Have a recorded Notice of Default.**
2. If you do not have an open bankruptcy filed on or after July 1, 2009.
3. If you have been discharged from Bankruptcy or the court has ordered you into the FMP.
4. If this property is your **primary, owner occupied residential property**. Not a vacation, rental or other property where the homeowner does not live.

The ELECTION/WAIVER OF MEDIATION, the HOUSING AFFORDABILITY and the FINANCIAL STATEMENT and Notice of Default forms have been provided by the Trustee. You must complete the forms and send with your Election/Waiver of mediation form and a copy of the Notice of Default.

Print your name and mailing address in the spaces provided. Include your telephone numbers and your email addresses. If you have a co-owner, their name, address, phone numbers and email addresses must be included. This information will only be used for the mediation purposes.

In the designated location on the ELECTION/WAIVER OF MEDIATION form, you must select (with a check mark or "X") one of two choices. Select **ONLY** one:

1. "ELECTION OF MEDIATION" if you choose to enter into the Mediation Program; **OR**
2. "WAIVER OF MEDIATION" if you do not want to participate in the foreclosure Mediation Program.

If you choose to enter (Election of Mediation) into the Foreclosure Mediation Program:

You must then sign and date each form. **NOTE** that by signing the form you are certifying under penalty of perjury that you own and occupy the subject property as your primary residence. Using the preaddressed envelopes, one completed copy of the forms must be mailed to the Trustee of the deed of trust by certified mail, return receipt requested.

The original of the completed forms must be mailed in the preaddressed envelope (addressed to the Foreclosure Mediation Program Administrator). If you elect mediation, you must **include \$200.00 (cashiers check or money order ONLY) along with all required forms payable to:**

**State of Nevada Foreclosure Mediation Program
201 S Carson St. Ste 277B,
Carson City NV 89701**

The envelope addressed to the ADMINISTRATOR must be mailed **no later than 30 days** after receiving the forms and the Notice of Default from the Trustee. You will need to pay the postage for the mailings.

If you do not want to participate (Waiver of Mediation) in the Foreclosure Mediation Program

If you decide to waive your right to mediation, please send the Election/Waiver of Mediation form to the Trustee and the Administrator in the pre addressed envelopes. If you waive your right to mediation, please do not send the \$200.00.

Should you have any questions please contact us at (702) 486-9386 or Foreclosure@nvcourts.nv.gov .



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

Greater Nevada LLC dba Greater Nevada Mortgage Services
4070 Silver Sage Dr
Carson City, NV 89701

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

Greater Nevada Mortgage Services
4070 Silver Sage Dr
Carson City, NV 89701

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

Greater Nevada LLC dba Greater Nevada Mortgage Services
4070 Silver Sage Dr
Carson City, NV 89701

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

Mortgage Electronic Registration Systems, Inc.(MERS)
1818 Library St, Suite 300
Reston, VA 20190

Greater Nevada Mortgage Services
4070 Silver Sage Dr
Carson City, NV 89701

In addition to the named beneficiaries in recorded assignments of trust deed, additional transfers of the promissory note (if any) are referenced in the applicable MERS/MIN report (if any), and in endorsements and allonges to the promissory note (if any). These transfers are listed below or in the annexed report. Based on information and belief these note holders are reasonably known to have at one time possessed interest in the subject promissory note secured by the subject deed of trust.



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 \$5,590.44.
 - b. The amount of fees charged to the debtor in connection with the exercise of power of sale is \$1,562.09.
 - c. The principal amount secured by the Deed of Trust is \$209,992.89.
 - d. A good faith estimate of all fees imposed and to be imposed because of the default is to be determined.
 - 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 \$2,600.00 Estimate.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

Deed of Trust
Dated March 12, 2010
Instrument 760129

Assignment of Deed of Trust
Dated: August 25, 2011
Instrument 788614



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

Dated this 18 day of Jan, 2012.

Affiant Name: Jenny Casselman

Signed By: Jenny Casselman

Print Name: Jenny Casselman, VP Loan Servicing

STATE OF NEVADA _____)

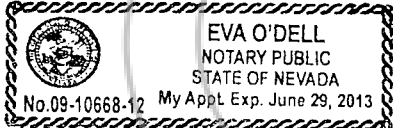
) ss:

COUNTY OF CARSON CITY _____)

On this 18 day of January, 2012, personally appeared before me, a Notary Public, in and for said County and State, Jenny Casselman, 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.

Eva O'Dell

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE





MILESTONES for 1002169-0000715529-3



Description	Date	Initiating Organization / User	Milestone Information
Foreclosure Status Update	09/27/2011	<u>1002169</u> Greater Nevada Mortgage Services Eva O'Dell	MIN Status: Active (Registered) Foreclosure Status: Reinstated or Modified (option 1) as iRegistration Quality Review: N
Foreclosure Status Update	08/09/2011	<u>1002169</u> Greater Nevada Mortgage Services Eva O'Dell	MIN Status: Active (Registered) Foreclosure Status: Foreclosure Pending (option 1), assigned to servicer Quality Review: N
Transfer Beneficial Rights - Option 1	03/18/2010	<u>1000130</u> Fannie Mae Batch User ID	MIN Status: Active (Registered) New Investor: 1000130 Fannie Mae Old Investor: 1002169 Greater Nevada Mortgage Services Batch Number: 7140928 Transfer Date: 03/17/2010
Registration	03/12/2010	<u>1002169</u> Greater Nevada Mortgage Services Heather Chavez	MIN Status: Active (Registered) Servicer: 1002169 Greater Nevada Mortgage Services

