

1220-22-310-084

Recording Requested By:
First American Title Insurance Company

DOC # 799995
03/30/2012 03:09PM Deputy: AR
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$246.00
BK-312 PG-8220 RPTT: 0.00



When Recorded Mail To:
First American Trustee Servicing Solutions,
LLC
6 Campus Circle, 2nd Floor
Westlake, TX 76262

APN: 1220-22-310-084
TS No. : NV1200239393
VA/FHA/PMI No.: 1705109963
TSG No. 6445450

NEVADA

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account into good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice). **YOU MAY HAVE A RIGHT TO PARTICIPATE IN THE STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM IF THE TIME TO REQUEST MEDIATION HAS NOT EXPIRED.**

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your note and deed of trust or mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required in the note and deed of trust or mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by you creditor.

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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:

**Fannie Mae ("Federal National Mortgage Association")
c/o First American Trustee Servicing Solutions, LLC
6 Campus Circle, 2nd Floor
Westlake, TX76262
877-276-1894**

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan.

Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale provided the sale is concluded prior to the conclusion of the foreclosure.

Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

NOTICE IS HEREBY GIVEN: That **First American Trustee Servicing Solutions, LLC** As Agent for the current beneficiary under a Deed of Trust dated **09/21/2007** executed by:

JOHN BENTON AND MICHELE R BENTON, HUSBAND AND WIFE,

as Trustor to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.** as Beneficiary, recorded **10/05/2007**, (as Instrument No.) **0710719**, (in Book) (Page) , of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST

Property Address: **670 LONG VALLEY RD, GARDNERVILLE NV 89460**

said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$251,500.00**

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 10/1/2011 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES. NOTHING IN THIS NOTICE SHALL BE CONSTRUED AS A WAIVER OF ANY FEES OWING TO THE BENEFICIARY UNDER THE DEED OF TRUST, PURSUANT TO THE TERMS OF THE LOAN DOCUMENTS..

This property is sold as-is. The lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirement under NRS 113.130 by purchasing at this sale and signing said receipt.

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That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent such 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.

Dated: **Mar 29, 2012**

**First American Trustee Servicing Solutions, LLC
6 Campus Circle, 2nd Floor
Westlake TX76262**

By: *DeeAnn Gregory*
(signature)
Name: **DeeAnn Gregory**
Title: *Service Manager*

**First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR
THAT PURPOSE.**

State of **TEXAS** }
County of **TARRANT** }§

On *March 29, 2012* before me **Holli H. Ogle** Notary Public, personally appeared **DeeAnn Gregory** personally known to me (or proved to me on the basis of satisfactory evidence) to be 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.

WITNESS my hand and official seal.

Signature: *Holli H. Ogle* (Seal)
Notary Public In and for said County and State

SEE ATTACHED DECLARATIONS



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NRS 107.080 Compliance Affidavit

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:
**JOHN BENTON AND MICHELE R
BENTON, HUSBAND AND WIFE**

Trustee Address:
**6 Campus Circle, 2nd Floor
Westlake, TX 76262**

Property Address:
**670 LONG VALLEY RD,
GARDNERVILLE NV 89460**

Deed of Trust Document Instrument Number:
0710719

STATE OF Oregon)
COUNTY OF Washington)

ss:

The affiant, Andrew Fry, attests, based on personal knowledge and under penalty of perjury, that I am an authorized representative of Seterus, Inc., the designated loan servicer for the current beneficiary of deed of trust.

I further attest, based on personal knowledge, personal review of documents which are of public record in the State of Nevada and/or personal review of business records 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:

**First American Trustee Servicing
Solutions, LLC**
Full Name

**6 Campus Circle, 2nd Floor
Westlake, TX 76262**
Street, City, County, State, Zip

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

**FANNIE MAE (FEDERAL NATIONAL
MORTGAGE ASSOCIATION)**
Full Name

**3900 WISCONSIN AVENUE NW
WASHINGTON, DC 20016-2892**
Street, City, County, State, Zip



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

**FANNIE MAE (FEDERAL NATIONAL
MORTGAGE ASSOCIATION)**
Full Name

**3900 WISCONSIN AVENUE NW
WASHINGTON, DC 20016-2892**
Street, City, County, State, Zip

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

SETERUS, INC.

**14523 SW MILLIKAN WAY, SUITE 200
BEAVERTON OR 97005**

**FANNIE MAE (FEDERAL NATIONAL
MORTGAGE ASSOCIATION)**

**3900 WISCONSIN AVENUE NW
WASHINGTON, DC 20016-2892**

Full Name

Street, City, County, State, Zip

2. The full name and last known business address of the current and every prior known beneficiary of the Deed of Trust, based on a review of documents of public record and personal review of business records, is:

Name: FEDERAL NATIONAL MORTGAGE ASSOCIATION
Last Known Address: 14221 DALLAS PARKWAY, SUITE 1000, DALLAS, TX 75254

Name: BANK OF AMERICA, N.A.
Last Known Address: 1800 TAPO CANYON ROAD MAIL ID #CA6-914-01-43, SIMI VALLEY, CA 93063

Name: Sierra Pacific Mortgage Company, Inc.
Last Known Address: 50 IRON POINT CIRCLE #200, FOLSOM, CA 95630-9938

Name: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.
Last Known Address: 1901 E VORHEES ST. STE C, DANVILLE, IL 61834

3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual possession and Seterus, Inc. has 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, as of the date of this Affidavit, 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:



- 5(a) The amount of missed payments and interest in default is \$ 10,952.94
- 5(b) The amount of fees and costs already charged to debtor in connection with the exercise of power of sale is \$180.00.
- 5(c) The unpaid principal amount of the debt secured by the Deed of Trust is \$273,121.86.
- 5(d) A good faith estimate of all fees imposed and to be imposed to the debtor because of the default, excluding the foreclosure fees and costs set forth in Paragraph 5(e), below, is
\$ 304.25
- 5(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 \$2,609.39.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:
- SEE EXHIBIT "A"**



EXHIBIT A

TS# NV1200239393/BENTON

SUBJECT DEED OF TRUST INFORMATION:

DEED OF TRUST DATED: 09/21/2007
DEED OF TRUST RECORDED: 10/05/2007, DOC #:0710719
DEED OF TRUST RE-RECORDED: NONE
ORIGINAL LOAN: 251,500.00

ORIGINAL TRUSTOR:
JOHN BENTON AND MICHELE R BENTON, HUSBAND AND WIFE

ORIGINAL BENEFICIARY:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.

ORIGINAL TRUSTEE:
GREENHEAD INVESTMENTS, INC. A CALIFORNIA CORPORATION

ASSIGNMENTS:

FROM: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. SOLELY AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS,

TO: FEDERAL NATIONAL MORTGAGE ASSOCIATION

RECORDED: 02/03/2012

AS INSTRUMENT/
BOOK & PAGE:796917/ BK-212 PG-706



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

Dated this 19 day of March, 2012

Affiant Name: Andrew Fry

Signed By: *Andrew Fry*

Print Name: Andrew Fry

Seterus, Inc. as servicer for Federal National Mortgage Association ("FNMA")

STATE OF Oregon)
) ss:
COUNTY OF Washington

On this 19 day of March, 2012, personally appeared before me, a Notary Public, in and for said County and State, Andrew Fry, 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.

NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

