

DOC # 805012
07/02/2012 03:27PM Deputy: AR
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$217.00
BK-712 PG-194 RPTT: 0.00



APN: 1022-16-001-114
WHEN RECORDED MAIL TO:
MILES, BAUER, BERGSTROM & WINTERS, LLP
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052
(702) 369-5960

TS No.: 12-NV0278
Order No.: 6761458

Pursuant to A.B. 140 section (4) property address is:
3675 GRANITE WAY
WELLINGTON, NV 89444

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS NO
SOCIAL SECURITY NUMBER CONTAINED IN THIS DOCUMENT

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

NOTICE IS HEREBY GIVEN THAT: JEREMY T. BERGSTROM, ESQ. is the duly appointed Trustee under a Deed of Trust dated April 18, 2008, executed by CAROL SULWAY, AN UNMARRIED WOMAN, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREATER NEVADA MORTGAGE SERVICES LIMITED LIABILITY COMPANY, recorded April 25, 2008, under Instrument no. 722199, of Official Records in the office of the County recorder of Douglas County, Nevada, securing, among other obligations.

Including ONE (1) NOTE(S) FOR THE ORIGINAL sum of \$94,900.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by GREATER NEVADA MORTGAGE SERVICES; 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 AND INTEREST WHICH BECAME DUE ON MARCH 1, 2012 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS AND ATTORNEY FEES, IF ANY.

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.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a written Declaration of Default and Demand for Sale and has deposited with said duly appointed Trustee 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.

If you are the borrower/homeowner whose principal residence is the subject of this notice, you may contact Greater Nevada Mortgage Services at 775-886-1928 to discuss the possibility of negotiating a loan modification;

You can contact your United States Department of Housing and Urban Development local housing counseling agency at Las Vegas Field Office, 300 S. Las Vegas Blvd., Suite 2900, Las Vegas, NV 89101-5833 at (702) 366-2100, Fax (702) 388-6244 to discuss options that may be available to you.

Please complete the attached "Mediation Request Statement Form" wherein you may indicate your election to enter into or waive mediation. Upon completion of this form, please return it to the trustee and to the court by certified mail, return receipt requested, not later than 30 days after you receive this notice. Enclosed is a self addressed envelope addressed to the trustee, and one envelope addressed to the Administrative Office of the Courts. If you waive your election to mediation or fail to return this form to the trustee by certified mail, the trustee will proceed with the foreclosure sale, and no mediation will be required.



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.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

MILES, BAUER, BERGSTROM & WINTERS, LLP
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052
Phone: (702) 369-5960
Fax: (702) 942-0411

Dated: June 28, 2012

MILES, BAUER, BERGSTROM & WINTERS, LLP

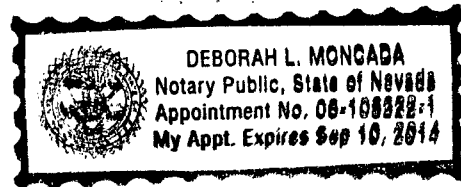
By: _____
Jeremy T. Bergstrom, Esq.

State of NEVADA
County of CLARK

On **June 28, 2012** before me, **Deborah L. Moncada**, Notary Public, personally appeared as **Jeremy T. Bergstrom, Esq.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Deborah L. Moncada* (Seal)
Notary Public in and for said County and State





A.P.N.: 1022-16-001-114
RECORDING REQUESTED BY:
MILES, BAUER, BERGSTROM & WINTERS, LLP

WHEN RECORDED MAIL TO:
MILES, BAUER, BERGSTROM & WINTERS, LLP
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052

TS No.: 12-NV0278
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THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS NO
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AFFIDAVIT IN SUPPORT OF NOTICE OF DEFAULT PURSUANT TO NRS 107.080

The Undersigned hereby states, based on personal knowledge and under the penalty of perjury, the following:

The deed of trust at issue herein was originally recorded on April 25, 2008 in the public records of Douglas County, Nevada as Instrument No. **2008-722199**. The original beneficiary was MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LENDER with a last known business address of P.O. Box 2026, Flint, MI 48501-2026. On May 29, 2012, the beneficial interest in the subject deed of trust was assigned to GREATER NEVADA MORTGAGE SERVICES with a last known business address of 4070 Silver Sage Drive, Carson City, NV 89701. This assignment to GREATER NEVADA MORTGAGE SERVICES was effectuated by way of the recording of an assignment of the deed of trust in the public records of Douglas County, Nevada on May 29, 2012 as Instrument No. 0803128.

The current holder of the note executed by CAROL SULWAY, AN UNMARRIED WOMAN, which note is secured by the real property located at 3675 Granite Way, Wellington, NV 89444, is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE SERVICES. The current beneficiary of the deed of trust securing the note with the real property located at 3675 Granite Way, Wellington, NV 89444, is GREATER NEVADA MORTGAGE SERVICES. The servicer of the note referenced above is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE SERVICES with an address of 4070 Silver Sage Drive, Carson City, NV 89701.

The Trustee, who has authority to exercise the power of sale against the real property located at 3675 Granite Way, Wellington, NV 89444, is

Jeremy T. Bergstrom, Esq.
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052



TS No.: 12-NV0278

The beneficiary of the deed of trust identified above, the successor in interest of the beneficiary or the Trustee identified above is in actual or constructive possession of the note secured by the deed of trust referenced above.

The Trustee identified above has the authority to exercise the power of sale with respect to the property located at 3675 Granite Way, Wellington, NV 89444 pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the deed of trust.

The amount in default on the note referenced above is \$3,471.64 PAST DUE as of June 25, 2012. The principal amount of the obligation or debt secured by the deed of trust is **\$84,434.44**. A good faith estimate of all fees imposed and to be imposed because of the default is to be determined. The estimated costs and fees charged to the debtor in connection with the exercise of the power of sale is \$3,000.00.

Dated: 6-25-12

GREATER NEVADA LLC, dba
GREATER NEVADA MORTGAGE SERVICES

By: Jenny Casselman
Jenny Casselman, Vice President of Loan Servicing

STATE OF NEVADA
COUNTY OF CARSON CITY

On 6-25-12 before me, **Eva O'Dell** Notary Public, personally appeared **Jenny Casselman**, personally known to me (or 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 NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Eva O'Dell (Seal)

