

DOC # 809134
09/14/2012 03:09PM Deputy: AR
OFFICIAL RECORD

Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$221.00
BK-912 PG-3397 RPTT: 0.00



APN No.(s): 1420-34-201-038
Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101
619-645-7711

TS No.: NV-12-507007-AB
Order No.: 6525604

Space above this line for recorders use only

Property Address: 2732 STEWART AVENUE, MINDEN, NV 89423-9242

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust.

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **7/5/2005**, executed by **THOMAS FRUTH, A MARRIED MAN**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR FIRST HORIZON HOME LOAN CORPORATION**, as beneficiary, recorded **7/15/2005**, as **Instrument No. 0649765**, of Official Records in the Office of the Recorder of **DOUGLAS County, Nevada** securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$200,250.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; 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 installments of principal and interest which became due on 8/1/2011, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current). Please see the attached Affidavit of Authority to Exercise the Power of Sale for further details about the deficiency in performance or payment. 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.

Pursuant to the attached Affidavit, the present Beneficiary under such Deed of Trust 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.



TS No.: **NV-12-507007-AB**
Notice of Default

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

**First Horizon Home Loans a division of First Tennessee Bank National Association
c/o Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101
619-645-7711**

To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact:

**Nationstar Mortgage LLC
Contact: MICHAEL STAPLETON
Department: Loss Mitigation Department
Phone: 469-549-3049
Toll Free: 888-850-9398**

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their toll-free hotline at **(800) 569-4287** or you can go to The Department of Housing and Urban Development (HUD) web site at **<http://portal.hud.gov/portal/page/portal/HUD/localoffices>**.

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.



TS No.: NV-12-507007-AB
Notice of Default

Dated: 9/13/12

Quality Loan Service Corporation, as Trustee

By: Elizabeth McNally, Assistant Secretary

State of: California)

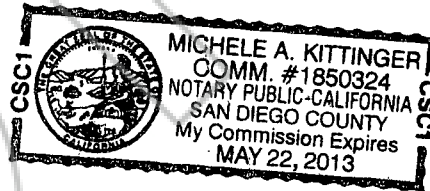
) ss.

County of: San Diego)

On 9.13.12 before me, Michele A. Kittinger a notary public, personally appeared **Elizabeth McNally**, 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. (Seal)



THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.



NRS 107.080 Compliance Affidavit

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

Property Owners:
THOMAS FRUTH

Trustee Address:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

Property Address:
2732 STEWART AVENUE
MINDEN, NV 89423-9242

Deed of Trust Document
Instrument No. 0649765

STATE OF TEXAS)
) ss:
COUNTY OF DENTON)

The affiant, Kara Jones, being first duly sworn upon oath, attest that I am an individual over the age of eighteen years and an employee of Nationstar Mortgage, LLC and am employed in the capacity of Limited Vice President. I have obtained personal knowledge of the information stated herein based upon my review of loan servicing records, and/or recorded documents or public records. I am familiar with the manner that the records are kept and maintained by employees of Nationstar Mortgage, LLC.

To the best of my knowledge, the following is true and accurate:

A. All records have been maintained in the ordinary course of business, updated at, or near the time of the events recorded and/or described therein;

B. First Horizon Home Loans a division of First Tennessee Bank National Association is the current beneficiary of the Deed of Trust or the authorized representative of the beneficiary of the deed of trust described above, and described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust");

C. Pursuant to NRS 107.080(c):

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

Quality Loan Service Corp., a
California Corporation

2141 5th Avenue, San Diego, San Diego
County, CA 92101



Full Name

Street, City, State, Zip

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

Nationstar Mortgage LLC

Full Name

350 Highland Drive, , Lewisville,
Denton County, TX 75067

Street, City, State, Zip

First Horizon Home Loans, a
division of First Tennessee Bank,
N.A.

Full Name

4000 Horizon Way, Irving, Dallas
County, TX 75063

Street, City, State, Zip

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

First Horizon Home Loans, a
division of First Tennessee Bank,
N.A.

Full Name

4000 Horizon Way, Irving, Dallas
County, TX 75063

Street, City, State, Zip

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

Nationstar Mortgage LLC

Full Name

350 Highland Drive, , Lewisville,
Denton County, TX 75067

Street, City, State, Zip

First Horizon Home Loans, a
division of First Tennessee Bank,
N.A.

Full Name

4000 Horizon Way, Irving, Dallas
County, TX 75063

Street, City, 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:

First Horizon Home Loan
Corporation

Full Name

4000 Horizon Way, Irving, Dallas
County, TX 75063

Street, City, State, Zip

Mortgage Electronic Registration
Systems, Inc. as Nominee for First
Horizon Home Loan Corporation

Full Name

1901 E. Voorhees Street, Suite C, Danville,
Vermillion County, IL 61834

Street, City, State, Zip



First Horizon Home Loans, a
division of First Tennessee Bank,
N.A.

Full Name

4000 Horizon Way, Irving, Dallas
County, TX 75063

Street, City, State, Zip

Mortgage Electronic Registration
Systems, Inc. as Nominee for First
Horizon Home Loans, a division of
First Tennessee Bank, N.A.

Full Name

1901 E. Voorhees Street, Suite C, Danville,
Vermillion County, IL 61834

Street, City, State, Zip

Federal National Mortgage
Association

Full Name

3900 Wisconsin Avenue, NW
Washington, DC 20016-2892

Street, City, State, Zip

3. The beneficiary, successor in interest of the beneficiary has actual or constructive possession of the note secured by the Deed of Trust.
4. The trustee has been authorized 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 (or the authorized representative of the same) and the current holder of the note secured by the Deed of Trust (or the authorized representative of the same).
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:

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I. ACTUAL

Original Principal Balance	\$200,250.00	
Current Unpaid Principal Balance		\$169,483.51
Amount of Missed Payment (PITI)	\$17,381.13	
13 Payments	\$1,337.01	
Interest Due:		\$11,033.07
Interest Rate 5.625% from 7/1/2011 to 7/31/2012 (13 months at \$794.45 per month)	\$10,327.85	
Interest Rate 5.625% from 8/1/2012 to 8/28/2012 (27 days at \$26.12 per diem)	\$705.21	

Actual Fees Charged

Late Fees	\$0.00
NSF Fees	\$0.00
Attorney's Fees	\$0.00
Foreclosure or Trustee Fees	\$0.00
Legal Costs	\$906.00
Title Costs	\$0.00
Recorder Costs	\$0.00
Appraisal or BPO Costs	\$0.00
Property Inspections Costs	\$24.00
Tax Advances (Non Escrow)	\$903.65
Insurance Advances (Non Escrow)	\$399.00
Escrow Shortage (Not included in Payments)	\$0.00
HOA Advances	\$0.00
Other	\$0.00
Suspense	(\$719.38)
Total	\$182,029.85

ESTIMATE

II. Good faith estimate of all fees and costs to be imposed by the beneficiary or its representative because of the default is \$8,400.00.

III. Good faith estimate of all fees and costs to be imposed by the Trustee or its representative because of the default is \$2,500.00.

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

Dated Date	Instrument No.	Name of Document Conveying Interest of Beneficiary
7/5/2005	Not Applicable	Promissory Note
7/11/2005	0649765	Deed of Trust
6/13/2012	804118	Corporate Assignment of Deed of Trust

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

Dated this 30 day of August, 2012.

Affiant Name: Kara Jones

Signed By: Kara Jones 8/30/12

Print Name: Kara Jones Limited VP

Nationstar Mortgage LLC as attorney-in-fact for First Horizon Home Loans a division of First Tennessee Bank National Association

STATE OF TEXAS)

) ss:

COUNTY OF DENTON)

On this 30th day of August, 2012, personally appeared before me, a Notary Public, in and for said County and State, Kara Jones, 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.

Patrick Openshaw
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

