

DOC # 810423
10/08/2012 01:06PM Deputy: PK
OFFICIAL RECORD

Requested By:
Stewart Title of Nevada Re
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$219.00
BK-1012 PG-1835 RPTT: 0.00



APN No.(s): 1220-08-410-006
Recording requested by:

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

1047989

TS No.: NV-12-513252-JB
Order No.: 120184949-NV-MSO
Property Address: 1019 ROCKY TER, GARDNERVILLE, NV 89460

Space above this line for recorders use only

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 **6/4/2010**, executed by **SALLY CHAPMAN WATTERS AND MARK A. WATTERS , WIFE AND HUSBAND, JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICKEN LOANS INC.**, as beneficiary, recorded **6/22/2010**, as Instrument No. **0765760**, in Book **0610 Page 4326** 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 **\$476,698.00**, 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 9/1/2011, 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. This amount is no less than \$45,890.03 as of 10/1/2012 and will increase until your account becomes current. 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 a written Declaration of Default and Demand for Sale and has declared and does hereby declare all sums



TS No.: **NV-12-513252-JB**
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:

**GMAC Mortgage, LLC
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:

**GMAC Mortgage, LLC
Contact: JOHN RAMER
Department: Loss Mitigation Department
Phone: 319-236-7421**

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-12-513252-JB
Notice of Default

Dated: 10/2/12

Quality Loan Service Corporation, as Trustee

By: Elizabeth McNally, Assistant Secretary

State of: California)

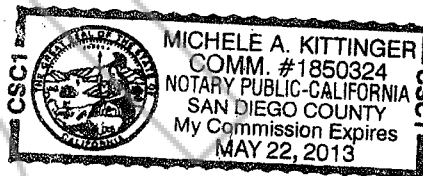
) ss.

County of: San Diego)

On 10.2.12 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:
MARK A. WATTERS, AND
SALLY CHAPMAN WATTERS

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

Property Address:
1019 ROCKY TER
GARDNERVILLE, NV 89460

Deed of Trust Document
Instrument No. 0765760

Lepketia Dukes, being of lawful age and being first duly sworn on oath,
under penalty of perjury, states and deposes as follows:

1. I am the Authorized Officer of GMAC Mortgage, LLC ("GMACM"), servicer for GMAC Mortgage, LLC, the current beneficiary under the Deed of Trust.
2. I make this affidavit based upon my personal knowledge, review of certain documents which are of public record in the State of Nevada and/or my review of GMACM's business records (collectively, "Records").
3. The full name and business address of the trustee's representatives or assignee is:

Full Name	Street, City, County, State, Zip
Quality Loan Service Corporation, A California Corporation	2141 5 th Avenue, San Diego, San Diego County, CA 92101

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

Full Name	Street, City, County, State, Zip
GMAC Mortgage, LLC	1100 Virginia Drive, Fort Washington, Montgomery County, PA 19034

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

Full Name	Street, City, County, State, Zip
GMAC Mortgage, LLC	1100 Virginia Drive, Fort Washington, Montgomery County, PA 19034

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

Full Name	Street, City, County, State, Zip
GMAC Mortgage, LLC	1100 Virginia Drive, Fort Washington, Montgomery County, PA 19034

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

Full Name	Address
Quicken Loans, Inc.	20555 Victor Parkway, Wayne County, Livonia, MI 48152
Mortgage Electronic Registration Systems, Inc., As Nominee For Quicken Loans, Inc.	1901 E. Voorhees Street, Suite C, Danville, Vermilion County, IL 61834
GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation	1100 Virginia Drive, Fort Washington, Montgomery County, PA 19034
Mortgage Electronic Registration Systems, Inc., As Nominee For GMAC Mortgage, LLC f/k/a GMAC Mortgage Corporation	1901 E. Voorhees Street, Suite C, Danville, Vermilion County, IL 61834
Ally Bank	1100 Virginia Drive, Fort Washington, Montgomery County, PA 19034
Mortgage Electronic Registration Systems, Inc., As Nominee For Ally Bank	1901 E. Voorhees Street, Suite C, Danville, Vermilion County, IL 61834
GMAC Mortgage, LLC	1100 Virginia Drive, Fort Washington, Montgomery County, PA 19034
Ginnie Mae	451 7th Street, SW, Room B-133 Washington, DC 20410

8. The beneficiary, the successor in interest of the beneficiary, or the trustee under the Deed of Trust has actual or constructive possession of the Note secured by the Deed of Trust.

9. 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).



10. According to the Records, as of 09/12/12, the following is the 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:

Missed payments and interest in default:	\$47,127.56
Fees and costs already charged in connection with the exercise of power of sale:	\$1,608.50
Unpaid principal amount of the debt secured by the Deed of Trust:	\$469,171.48
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 below:	TBD
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:	\$2,500.00
Suspense	0


11. 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
6/4/2010	Not Applicable	Promissory Note
6/4/2010	0765760	Deed of Trust
6/6/2012	804111	Corporate Assignment of Deed of Trust

The following is the true and correct signature of the affiant:

Affiant Signature:  9/13/12
 Print Name: Lepketia Dukes
 Title: Authorized Officer
 GMAC Mortgage, LLC

Sworn to and subscribed before me.
this 13 day of Sept, 2012


 Notary Public, State of Pennsylvania
 County of Montgomery
 Commissioned Name of Notary Public Johnathan D. Nitkiewicz
 My Commission Expires _____

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