

DOC # 810690
10/10/2012 03:09PM Deputy: SG

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-2905 RPTT: 0.00



APN No.(s): 112105515025
Recording requested by:

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

1044106

TS No.: NV-11-483151-CT

Space above this line for recorders use only

Order No.: 110552423-NV-GTO

Property Address: 14 SCOTT ST, GARDNERVILLE, NV 89410-5555

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 **6/16/2005**, executed by **JOSE MAGANA AND MARIA MAGANA**, HUSBAND AND WIFE, as Trustor, to secure certain obligations in favor of **WELLS FARGO BANK, N.A.**, as beneficiary, recorded **6/24/2005**, as **Instrument No. 0647813, Book 0605, Page 11618**, in ~~Book 0605 Page 11618~~ 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 **\$206,400.00**, 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 3/1/2011, 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-11-483151-CT
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:

**Wells Fargo Bank, NA
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:

**WELLS FARGO BANK
Contact: Chandra Tafolla
Department: Foreclosure Diversion Assistance Program
Toll Free: 1-800-662-5014
Email: Chandra.Tafolla@wellsfargo.com**

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-11-483151-CT
Notice of Default

Dated:

Quality Loan Service Corporation, as Trustee

10.4.12

Stephanie Fuentes

By: Stephanie Fuentes, Assistant Secretary

State of: California

) ss.

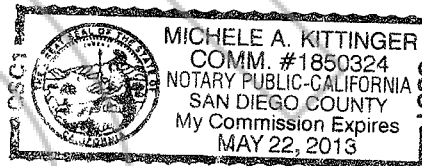
County of: San Diego

On 10.4.12 before me, Michele A. Kittinger a notary public, personally appeared **Stephanie Fuentes**, 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)

Michele Kittinger



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.



T.S. No: NV-11-483151-CT
APN: 112105515025

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL
[NRS § 107.080]

I, John Smith, am the Vice President Loan Documentation of Wells Fargo Bank, N.A. (hereinafter "Wells Fargo"), the current beneficiary of the subject Deed of Trust ("Current Beneficiary") or the authorized representative of the Current Beneficiary. The borrower(s) identified in subject Deed of Trust is/are, Jose Magana and Maria Magana. The subject Deed of Trust encumbers the real property located at 14 Scott Street, Gardnerville, NV 89410. This Affidavit is provided in support of the Notice of Default and Election to Sell.

The following facts are, except where otherwise indicated, true of my own personal knowledge based upon my personal review of business records of Wells Fargo which have been represented to me to be true by persons employed by Wells Fargo who have a business duty to Wells Fargo to accurately and completely make, take and maintain those records in the regular and ordinary course of their business duties. Where the following facts are not based on my personal knowledge, they are based on my personal review of documents which are of public record in the State of Nevada and/or documents created by third parties the accuracy of which Wells Fargo relies on in conducting its business of servicing mortgage loans.

- 1(a). The full name and business address of the current trustee of record for the deed of trust at issue is Quality Loan Service Corp., which is located at 2141 5th Ave., San Diego, CA 92101.
- 1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust at issue is Wells Fargo Bank, NA, which is located at 3476 Stateview Blvd., FT. Mill, SC 29715.
- 1(c). The full name and business address of the Current Beneficiary for the obligation or debt secured by the Deed of Trust at issue is Wells Fargo Bank, NA, which is located at 3476 Stateview Blvd., FT. Mill, SC 29715.
- 1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust at issue is Wells Fargo Bank, NA, which is located at 3476 Stateview Blvd., FT. Mill, SC 29715.



2. I further affirm that to the best of my knowledge, and from my review of the documents of public record, the full name and business address of each prior beneficiary of the Deed of Trust of which I am aware at issue is:

Name: Wells Fargo Bank N.A.

Last known address: PO BOX 10304, Des Moines, IA 50306-0304

Instrument: Deed of Trust recorded 06/24/2005 as Instrument number 0647813.

The other known prior beneficiaries (whether of record or not), if any, along with the date and manner of their acquisition of a beneficial interest in the Deed of Trust and their last known address, if any, are, to the best of my knowledge, set forth in Exhibit "A" hereto, if applicable, which is incorporated herein by this reference.

3. The Current Beneficiary, the successor in interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.

4. The current trustee under the Deed of Trust has the authority to exercise the power of sale with respect to the subject Deed of Trust pursuant to the instruction of the Current 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:

5(a). The total amount in default, as of 09/24/2012, is **\$28,265.65**.

5(b). As of 09/24/2012, the amount of fees and costs already charged to debtor because of the default is \$2,093.66. This amount is included in 5(a).

5(c). As of 09/24/2012, the unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently **\$190,094.95**.

5(d). As of 09/24/2012, as a good faith estimate, the amount of fees and costs to be imposed or charged to the debtor because of the default, excluding the foreclosure fees and costs set forth in Paragraph 5(e), below, will be \$400.00.

5(e). As a good faith estimate of the foreclosure fees and costs to be charged to the debtor in connection with the exercise of the power of sale under the Deed of Trust will be \$2,490.00.



6. To the best of my knowledge, and if an Exhibit "A" is attached, it contains the date, recordation number or other unique designation of the instrument that conveyed the interest of each beneficiary and a description of the instrument that conveyed the interest of each beneficiary.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on September 24, 20 12.

John Smith

John Smith-Vice President Loan Documentation
Wells Fargo Bank, NA
09-24-12

State of North Carolina
County of Mecklenburg

The foregoing instrument was sworn to and subscribed before me this 24th day of September, 2012, by John Smith, who is personally known to me.

Stacey T Daniel

Stacey T Daniel

NOTARY PUBLIC, State of North Carolina

My commission expires: 3-23-2017

