

DOC # 812153
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OFFICIAL RECORD

Requested By:

First American National De

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 10 Fee: \$223.00

BK-1112 PG-430 RPTT: 0.00



APN No.(s): 1220-18-001-014

Recording requested by:

When recorded mail to:

Cooper Castle Law Firm, LLP

5275 S. Durango Drive

Las Vegas, NV 89113

T.S. No.: 12-06-43607-NV

Order No.: 7386833-AJ

Property Address: 994 Highway 88, Gardnerville, NV 89460

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 **THE COOPER CASTLE LAW FIRM, LLP, A MULTIJURISDICTIONAL LAW FIRM** is either the original trustee or the duly appointed substituted Trustee under a Deed of Trust dated **March 21, 2008**, executed by **Melissa Wilson and Darin Oren**, as Trustor, to secure certain obligations in favor of **Mortgage Electronic Registration Systems, Inc (MERS)**, as beneficiary, recorded on **April 2, 2008** as Instrument: 720733 of Official Records in the office of the Recorder of **Douglas County, Nevada** securing, among other obligations including **NOTE(S) FOR THE ORIGINAL** sum of **\$192,400.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby 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 or that payment has not been made of:

The installment of principal and interest which became due on February 1, 2012 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.



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, 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 The Cooper Castle Law Firm, LLP
A MultiJurisdictional Law Firm
5275 S. Durango Drive
Las Vegas, Nevada 89113
(702) 435-4175 Telephone
(702) 877-7424 Facsimile

To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact: 800-850-4622.

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.

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T.S. No.: 12-06-43607-NV
Notice of Default

Dated: **October 25, 2012**

**THE COOPER CASTLE LAW FIRM, LLP, as Trustee
A Multi-Jurisdictional Law Firm**

By: Math DA
Matthew Dayton
Attorney at Law

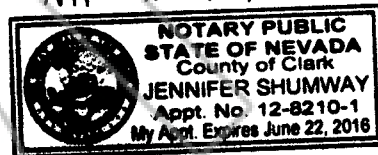
State of NEVADA } ss.
County of CLARK }

On October 25, 2012, personally appeared before me, Jennifer Shumway, a notary public, Matthew Dayton 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jennifer Shumway (Seal)



APPT-12-8210-1

exp. 06-22-2016

**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.



STATE OF NEVADA FORECLOSURE
MEDIATION PROGRAM See Attached Instructions
ELECTION/WAIVER OF MEDIATION FORM

APN 1220-18-001-014 TS # 12-06-43607-NV
PROPERTY ADDRESS 994 Highway 88, Gardnerville, NV 89460
TRUSTEE The Cooper Castle Law Firm, LLP
DATE OF DOT March 21, 2008 Book/Pg/Inst Instrument: 720733

ATTENTION: YOU MUST ACT WITHIN THIRTY (30) DAYS. IF NO ACTION IS TAKEN, THE FORECLOSURE MAY PROCEED

You have been served with an enclosed copy of Notice of Default and Election to Sell; which could result in the loss of your home.

The State of Nevada has created a mediation program for homeowners whose owner-occupied, primary residence is subject to foreclosure. Mediation is a process through which you and the lender meet with a neutral mediator to determine whether an agreement can be reached to cure any defaults in the loan or modify the terms of the loan to enable you to remain in your home. The mediator will be appointed by the Foreclosure Mediation Program Administrator. The mediator will **not** provide legal advice to either party. If you feel the need for legal representation, it is recommended that you consult an attorney concerning your rights and responsibilities and to assist you in the mediation.

Print Property Owner's Name _____
Mailing Address _____
Phone No: (____) _____ (Day)
(____) _____ (Evening)
Email: _____

Print Co-owner's Name: _____
Mailing Address: _____
Phone No: (____) _____ (Day)
(____) _____ (Evening)
Email: _____

(Please list additional property owners on a separate sheet of paper)

PLEASE SELECT ONE OF THE CHOICES BELOW:

ELECTION OF MEDIATION - The undersigned hereby request[s] that mediation be scheduled to attempt to work out a resolution of the loan. (\$200.00 Money Order or Cashier's Check **must be enclosed**; see below)

You must include ALL the following with your election form:

- \$200 Money Order/Cashier's Ck
- Notice of Default
- Housing Affordability
- Financial Statement

Do you have an open Bankruptcy proceeding? _____ If so, date filed? _____

WAIVER OF MEDIATION - The undersigned is/are aware of the right to seek mediation but have determined that I/we do not want to proceed with mediation and hereby waive the right to do so.

The undersigned hereby certifies under the penalty of perjury that I/we are the owner[s] of the real property that is the subject of the pending foreclosure and occupy the real property as my/our primary residence.

Signature of Property Owner _____ Date _____

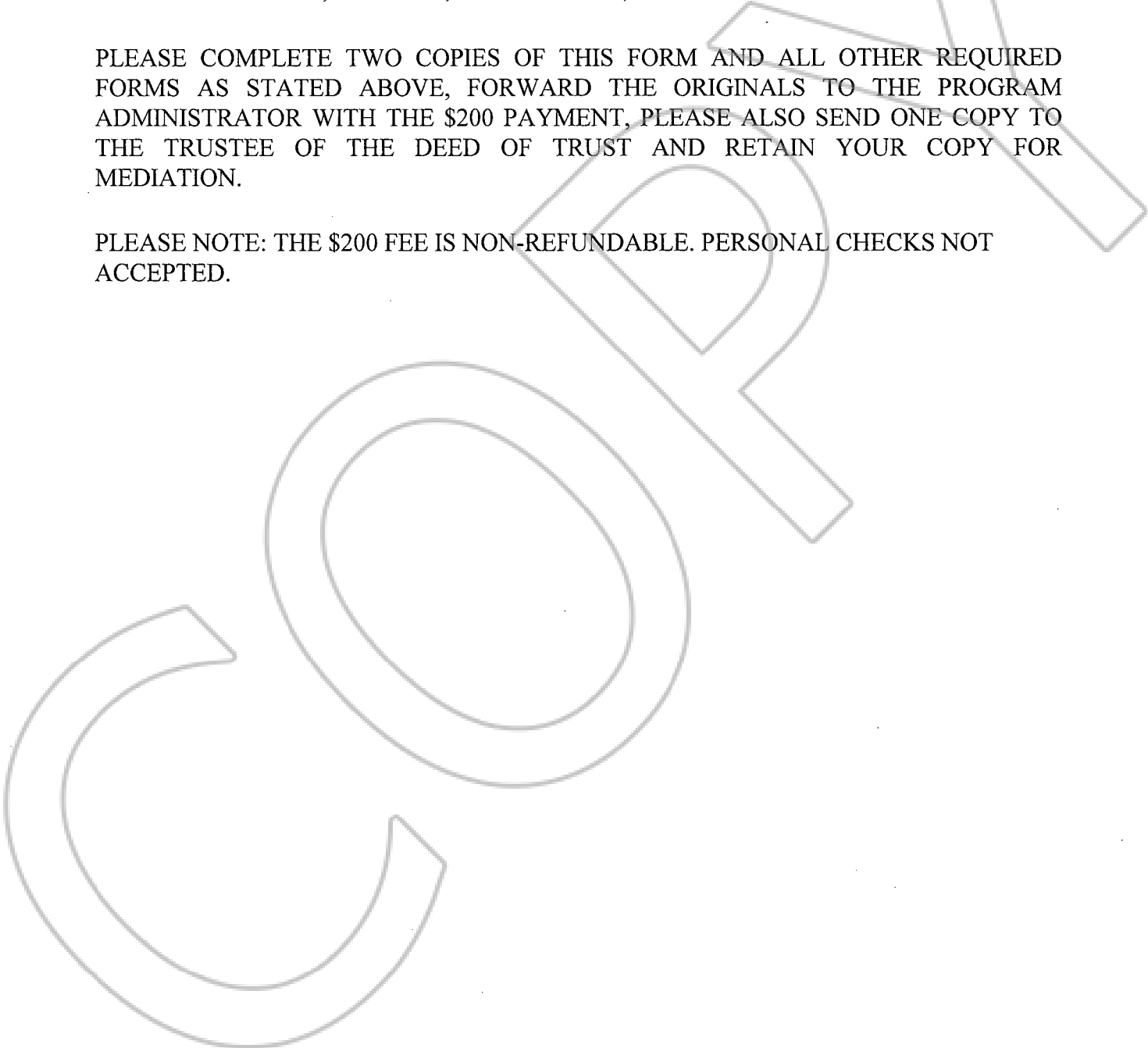
Signature of Co-Owner _____ Date _____



IF YOU HAVE CHOSEN TO SEEK MEDIATION, YOU MUST SEND A MONEY ORDER OR CASHIER'S CHECK FOR \$200 PAYABLE TO: "STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM." THIS PAYMENT AND ALL FORMS MUST BE RETURNED TO THE PROGRAM ADMINISTRATOR WITHIN 30 DAYS OF RECEIVING THE NOTICE OF DEFAULT AND ELECTION TO SELL. FOR YOUR USE IN THIS PACKET ARE TWO UNSTAMPED, PREAMDRESSED ENVELOPES. SEND TO: 201 S. CARSON STREET, STE 277 B, CARSON CITY, NV 89701.

PLEASE COMPLETE TWO COPIES OF THIS FORM AND ALL OTHER REQUIRED FORMS AS STATED ABOVE, FORWARD THE ORIGINALS TO THE PROGRAM ADMINISTRATOR WITH THE \$200 PAYMENT, PLEASE ALSO SEND ONE COPY TO THE TRUSTEE OF THE DEED OF TRUST AND RETAIN YOUR COPY FOR MEDIATION.

PLEASE NOTE: THE \$200 FEE IS NON-REFUNDABLE. PERSONAL CHECKS NOT ACCEPTED.





STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM
INSTRUCTIONS FOR THE ELECTION/WAIVER OF MEDIATION FORM

To the Trustee:

You must fill out the top box on the Form including the Property Address, the Assessor's Parcel Number (APN), the Loan # and TS #, Dot #, Book/Page and instrument #. Please provide the homeowner with the Election/Waiver of Mediation, the Housing Affordability and the Financial Statement Forms as well as two preaddressed envelopes addressed to you (Trustee) and the Foreclosure Mediation Program (FMP) 201 S. Carson St, Ste 277B, Carson City, NV 89701.

To the Homeowner:

You are eligible to participate in this program if you:

1. **Have a recorded Notice of Default.**
2. If you do not have an open bankruptcy filed on or after July 1, 2009.
3. If you have been discharged from Bankruptcy or the court has ordered you into the FMP.
4. If this property is your **primary, owner occupied residential property**. Not a vacation, rental or other property where the homeowner does not live.

The ELECTION/WAIVER OF MEDIATION, the HOUSING AFFORDABILITY and the FINANCIAL STATEMENT and Notice of Default forms have been provided by the Trustee. You must complete the forms and send with your Election/Waiver of mediation form and a copy of the Notice of Default.

Print your name and mailing address in the spaces provided. Include your telephone numbers and your email addresses. If you have a co-owner, their name, address, phone numbers and email addresses must be included. This information will only be used for the mediation purposes.

In the designated location on the ELECTION/WAIVER OF MEDIATION form, you must select (with a check mark or "X") one of two choices. Select **ONLY** one:

1. "ELECTION OF MEDIATION" if you choose to enter into the Mediation Program; **OR**
2. "WAIVER OF MEDIATION" if you do not want to participate in the foreclosure Mediation Program.

If you choose to enter (Election of Mediation) into the Foreclosure Mediation Program:

You must then sign and date each form. **NOTE** that by signing the form you are certifying under penalty of perjury that you own and occupy the subject property as your primary residence.

Using the preaddressed envelopes, one completed copy of the forms must be mailed to the Trustee of the deed of trust by certified mail, return receipt requested.

The original of the completed forms must be mailed in the preaddressed envelope (addressed to the Foreclosure Mediation Program Administrator). If you elect mediation, you must **include \$200.00 (cashiers check or money order ONLY) along with all required forms payable to:**

**State of Nevada Foreclosure Mediation Program
201 S Carson St, Ste 277B,
Carson City NV 89701**

The envelope addressed to the ADMINISTRATOR must be mailed **no later than 30 days** after receiving the forms and the Notice of Default from the Trustee. You will need to pay the postage for the mailings.

If you do not want to participate (Waiver of Mediation) in the Foreclosure Mediation Program

If you decide to waive your right to mediation, please send the Election/Waiver of Mediation form to the Trustee and the Administrator in the pre addressed envelopes. If you waive your right to mediation, please do not send the \$200.00.

Should you have any questions please contact us at (702) 486-9386 or Foreclosure@nvcourts.nv.gov .



NRS 107.080 Compliance Affidavit

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:
Melissa Wilson
Darin Oren

Trustee Address:
The Cooper Castle Law Firm, LLP
5275 S. Durango Dr.
Las Vegas, NV 89113

Property Address:
994 Highway 88
Gardnerville, NV 89460

**Deed of Trust Document Instrument
Number**
720733

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 ~~servicer for GMAC Mortgage, LLC~~ **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 or the trustee's representatives or assignee is:

The Cooper Castle Law Firm, LLP, 5275 S. Durango Dr., Las Vegas, NV 89113
Full Name Street, City, County, State, Zip

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

GMAC Mortgage, LLC
1100 Virginia Drive
Fort Washington, PA 19034

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



GMAC Mortgage, LLC
1100 Virginia Drive
Fort Washington, PA 19034

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

GMAC Mortgage, LLC
1100 Virginia Drive
Fort Washington, PA 19034

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

GMAC Mortgage, LLC fka GMAC Mortgage Corporation
1100 Virginia Drive
Fort Washington, PA 19034

Mortgage Electronic Registration Systems, Inc.
PO Box 2026
Flint, MI 48501-2026

Homecomings Financial, LLC fka Homecomings Financial Network, Inc.
8400 Normandale Lake Drive
Suite 350
Minneapolis, MN 55437

Ally Bank fka GMAC Bank
6985 Union Park Center Ste 435
Midvale, UT 84047

Federal National Mortgage Association
3900 Wisconsin Ave. NW
Washington DC 20016-2892

8. The beneficiary, successor in interest of the beneficiary, or trustee of 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 09/19/12, 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:

- a. Missed payments and interest in default is: \$10,907.20
- b. Fees and costs already charged in connection with the exercise of power of sale: \$190.75
- c. Unpaid principal amount of the debt secured by the Deed of Trust: \$187,175.29
- d. A good faith estimate of all fees imposed and to be imposed because of the default, excluding the foreclosure fees and costs set forth below: To be determined
- 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: \$3,025.00 (estimated)

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

<u>March 21, 2008</u>	<u>n/a</u>	<u>Promissory Note</u>
Date	Document Instrument Number	Name of Document Conveying Interest of Beneficiary
<u>March 21, 2008</u>	<u>720733</u>	<u>Deed of Trust</u>
Date	Document Instrument Number	Name of Document Conveying Interest of Beneficiary
<u>May 23, 2012</u>	<u>0803321</u>	<u>Assignment</u>
Date	Document Instrument Number	Name of Document Conveying Interest of Beneficiary

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

[Handwritten Signature] 9/20/12

Affiant Name: _____
Print name: **Lepketia Dukes**
Title: **Authorized Officer**
GMAC Mortgage LLC

Sworn to and subscribed before me.

this 20 day of SEPT, 2012

[Handwritten Signature]
Notary Public, State of **Pennsylvania**
County of **Montgomery**

Commissioned Name of Notary Public **Thomas J. Cunningham**

My commission Expires _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
THOMAS J. CUNNINGHAM, Notary Public
City of Philadelphia, Phila. County
My Commission Expires August 1, 2016