

DOC # 812941
11/15/2012 03:48PM Deputy: SG
OFFICIAL RECORD
Requested By:
Lawyers Title Default Serv
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$218.00
BK-1112 PG-4393 RPTT: 0.00

APN 1022-10-002-015

RECORDING REQUESTED BY:

LAWYERS TITLE COMPANY-

WHEN RECORDED MAIL TO:
TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA
92614



TS No. NV09002051-12-1

TO No. 08608833

Property Address: **3848 TOPAZ RANCH DRIVE, WELLINGTON, NV 89444**

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

NOTICE IS HEREBY GIVEN THAT: **MTC FINANCIAL INC. dba TRUSTEE CORPS** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of October 4, 2007, executed by JAMES E BOWERS, AN UNMARRIED PERSON, as Trustor, to secure obligations in favor of BANK OF AMERICA, N.A., as Beneficiary, recorded October 5, 2007 as Instrument No. 0710742 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$237,500.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON June 1, 2012 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED 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.



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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 the statutory period set forth in Section NRS 107.080, 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:

M&T Bank
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614
Phone No: 949-252-8300

Dated: November 13, 2012

TRUSTEE CORPS
as Duly Appointed Successor Trustee

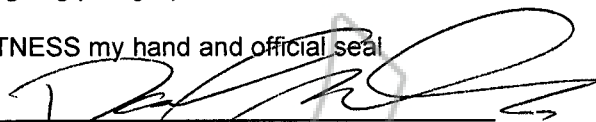

By: KAREN TALAFUS, Authorized Signatory

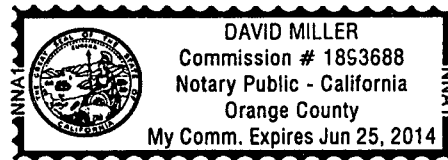
State of CALIFORNIA
County of ORANGE

On November 13, 2012 before me, David Miller Notary Public in and for said county, personally appeared KAREN TALAFUS 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


Notary Public



To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



TS No: NV09002051-12-1
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**AFFIDAVIT OF AUTHORITY IN SUPPORT OF
NOTICE OF DEFAULT AND ELECTION TO SELL
[NRS § 107.080]**

- 1) I, Alejandro Diaz, am a AVP.
I am over the age of 18 and competent to testify as to the matters stated herein. I execute this affidavit on behalf of Bayview Loan Servicing, LLC, as Attorney in Fact for M&T Bank as its representative.
- 2) In my capacity as AVP, I have access to M&T Bank's business files, documents and other business records, maintained in the ordinary course of regularly conducted business activity, including the business records for and relating to the servicing of mortgage loans. I make this affidavit on my personal knowledge based upon my personal review of those records and from my personal knowledge of how they are kept and maintained. The records are maintained by M&T Bank in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge. As to Bayview Loan Servicing, LLC, as Attorney in Fact for M&T Bank's business records that consist of documents created by third parties, M&T Bank relies on the accuracy of such records in conducting its business of servicing mortgage loans.
- 3) The borrower(s) identified in subject Deed of Trust is/are, JAMES E BOWERS, AN UNMARRIED PERSON. The subject Deed of Trust encumbers the real property located at 3848 TOPAZ RANCH DRIVE, WELLINGTON, NV 89444. This Affidavit is provided in support of the attached Notice of Default and Election to Sell.
- 4) The full name of the Trustee is MTC FINANCIAL INC. dba TRUSTEE CORPS located at 17100 Gillette Ave, Irvine, CA 92614.
- 5) The full name of the current holder of the Note secured by the Deed of Trust is M&T Bank located at 1 Fountain Plaza, Buffalo, NY 14203.
- 6) The full name of the current Beneficiary of record is M&T Bank located at 1 Fountain Plaza, Buffalo, NY 14203.
- 7) The full name of the servicer of the obligation or debt secured by the Deed of Trust is Bayview Loan Servicing, LLC, as Attorney in Fact for M&T Bank located at 4425 Ponce De Leon Blvd, Third Floor, Coral Gables, FL 33146.
- 8) The full name of the prior Beneficiary(ies) is/are:

BANK OF AMERICA, N.A. as nominee for BANK OF AMERICA, N.A.
Last known address: 275 S. Valencia Ave., Brea, CA 92823
- 9) 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.

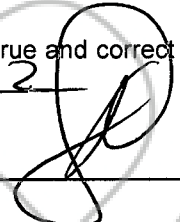


10) MTC FINANCIAL INC. dba TRUSTEE CORPS as Trustee has the authority to exercise the power of sale with respect to the property pursuant to the instruction of the Beneficiary of record and the current holder of the Note secured by the Deed of Trust.

11) The amount in default, as of the date of this Affidavit, is \$ 9,480.60. The amount of fees and costs already charged to Debtor because of the default is \$ 423.05. The unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently \$225,184.69. A good faith estimate of the amount of fees and costs to be imposed or charged to the Debtor because of the default, excluding the foreclosure sale fees and costs set forth in the next sentence, will be \$1,800.00. 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 \$835.00.

12) The instrument conveying the interest of each Beneficiary is set forth on the attached Exhibit "A".

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on 11-08, 2012



Signature

Alejandro Diaz


Name

AVP

Title

State of Florida
County of Miami-Dade

Alejandro Diaz, an officer of Bayview Loan Servicing, LLC, as Attorney in Fact for M&T Bank appeared before me, this 8th day of Nov, 2012, and after being duly sworn executed this Affidavit on its behalf.



Notary Public





NV09002051-12-1

EXHIBIT "A"

Subject Deed of Trust:

Recorded: October 5, 2007, as Instrument No. 0710742

Assignment of Deed of Trust:

Recorded: February 10, 2012, as Instrument No. 487274

Assignment of Deed of Trust:

Recorded: October 31, 2012, as Instrument No. 811967

