

DOC # 815407  
12/31/2012 11:05AM Deputy: AR  
OFFICIAL RECORD  
Requested By:  
LSI Title Agency Inc.  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$244.00  
BK-1212 PG-8165 RPTT: 0.00



**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 12-41479-WF-NV  
Title Order No. : 120338418-NV-GTO

APN: 1318-10-415-010

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST  
IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).**

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 09/03/2004, executed by SIMON J. STOKES AND KATHRYN M. STOKES, HUSBAND AND WIFE, as Trustor, to secure certain obligations in favor of WELLS FARGO BANK, N.A. as beneficiary recorded 09/10/2004 as Instrument No. 0623895 BK0904 PG03933 (or Book, Page) of the Official Records of DOUGLAS County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$420,000.00.**

**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 03/01/2012 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 fee's, 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) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.**



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While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Wells Fargo Bank, N.A.  
c/o National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)

Contact the following number to discuss Loan Modification Options: 800-678-7986

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 Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 670 RIVEN ROCK ROAD , ZEPHYR COVE NV 89448

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. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

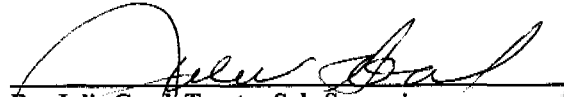


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**That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to duly appointed Trustee a written Declaration of Default and Demand for Sale, and has deposited with said duly appointed Trustee such Deed of Trust 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.**

**Dated : December 27, 2012**

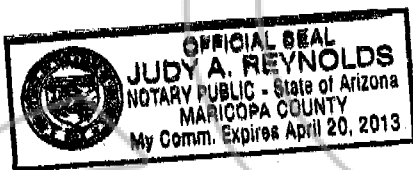
**National Default Servicing Corporation, As Trustee for Wells Fargo Bank, N.A.**

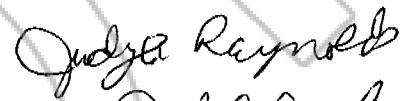
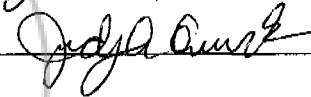
  
By: Julie Good, Trustee Sale Supervisor

State of: Arizona  
County of: Maricopa

On 12-27-12 before me, the undersigned, a Notary Public for said State, personally appeared Julie Good personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



  
Signature 

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**



T.S. No: 12-41479-WF-NV  
APN: 1318-10-415-010

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

I, Valencia D. Bush, am the Vice President Loan Documentation of Wells Fargo Bank, N.A. as servicing agent to U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Banc of America Funding Corporation 2005-D Trust (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, Simon J. Stokes and Kathryn M. Stokes. The subject Deed of Trust encumbers the real property located at 670 Riven Rock Road Zephyr Cove, Nevada 89448. 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 National Default Servicing Corporation, An Arizona Corporation, which is located at 7720 N. 16<sup>th</sup> Street, Suite 300, Phoenix, Arizona 85020.

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust at issue is U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Banc of America Funding Corporation 2005-D Trust C/O 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 U.S. Bank National Association, as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee for Banc of America Funding Corporation 2005-D Trust C/O 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: P.O. BOX 10304, DES MOINES, IA 503060304  
Instrument: Deed of Trust recorded on 09/10/2004 as Instrument number: 0623895

Name: US BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO WACHOVIA BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR BANC OF AMERICA FUNDING 2005-D  
Last known address: 4801 FREDERICA STREET, OWENSBORO, KY 42301  
Instrument: Assignment of Deed of Trust recorded on 04/12/2012 as Instrument Number 0800667.

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 12/17/2012, is \$20,679.12.

5(b). As of 12/17/2012, the amount of fees and costs already charged to debtor because of the default is \$997.28. This amount is included in 5(a).

5(c). As of 12/17/2012, the unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently \$393,001.47.

5(d). As of 12/17/2012, 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.

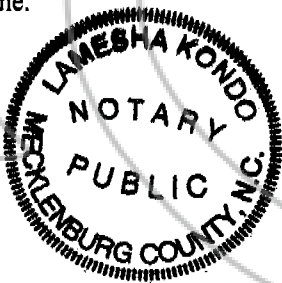
I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on December 17th, 2012.

*Valencia D. Bush*

Valencia D. Bush -Vice President Loan Documentation  
Wells Fargo Bank, NA  
12/17/12

State of North Carolina  
County of Mecklenburg

The foregoing instrument was sworn to and subscribed before me this 17th day of December, 2012, by Valencia D. Bush, who is personally known to me.



*Lamesha Kondo*  
Lamesha Kondo  
NOTARY PUBLIC, State of North Carolina  
My commission expires: 8/29/2017