

DOC # 819290
03/04/2013 03:16PM Deputy: AR
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$218.00
BK-313 PG-567 RPTT: 0.00

APN: 1320-30-713-012
RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

PITE DUNCAN, LLP
4375 Jutland Drive, Suite 200
San Diego CA 92117



5616465

The Undersigned Hereby Affirms That There Is No Social Security Number Contained In This Document.

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

T.S. No. 1331536-28

NOTICE IS HEREBY GIVEN: THAT CAL-WESTERN RECONVEYANCE CORPORATION, A California Corporation, 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 **September 19, 2005**

executed by **DANIEL NEISINGH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY** as Trustor, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC., ITS SUCCESSORS AND ASSIGNS** as Beneficiary, recorded **September 27, 2005**, under Instrument No. **0656106** in book **0905** page **10804**, of Official Records in the Office of the County Recorder of **DOUGLAS** County, Nevada describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

Securing, among other obligations, one note(s) for the original sum of **\$226,000.00** that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the below set out beneficiary; that a breach of, and default in the obligations for which said Deed of Trust is security has occurred in that payment has not been made of **Failure to pay the monthly payment due February 1, 2011 of principal and interest and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.**

The street address and other common designation, if any, of the real property described above is purported to be:

1668 W. MINDEN VILLAGE LOOP
MINDEN NV 89423

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



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

T.S. No. 1331536-28

NOTICE

You may have the right to cure the default herein and reinstate the obligation secured by such Deed of Trust above described. Section 107.080 NRS permits certain defaults to be cured upon the payment of the amounts required by that 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 107.080 NRS, the right of reinstatement will terminate and the property may thereafter be sold.

HUD approved local Counseling Agency: NEVADA LEGAL SERVICES, INC.
(800)323-8666

To determine if reinstatement is possible and the amount, if any, necessary to cure the default, contact: PENNYMAC MORTGAGE INVESTMENT TRUST HOLDINGS I, LLC

c/o PENNYMAC LOAN SERVICES, LLC
6101 CONDOR DRIVE
MOORPARK CA 93021

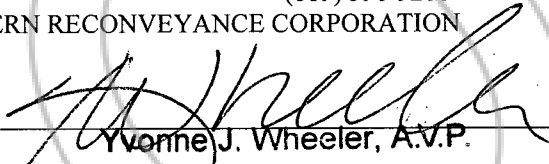
(866)545-9070

Loan Modification contact information: LOSS MITIGATION
(866)545-9070

For Foreclosure status, please contact: Cal-Western Reconveyance Corp.
525 East Main Street
P.O. Box 22004
El Cajon, CA 92022-9004
(619) 590-9200

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By


Yvonne J. Wheeler, A.V.P.

State of California
County of San Diego

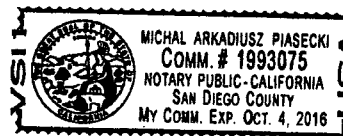
Michal Arkadiusz Piasecki

On MAR 01 2013 before me, Yvonne J. Wheeler, 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.

Signature



Date March 01, 2013
Ref. NEISINGH, DANIEL



Order No. 5616465



TS No: 1331536-28
APN: 1320-30-713-012

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

- 1) I, Justine Garcia, am a Default Specialist on behalf of PennyMac Loan Services, LLC. I am over the age of 18 and competent to testify as to the matters stated herein. I execute this affidavit on behalf of PennyMac Loan Services, LLC as Servicing Agent for PennyMac Mortgage Investment Trust Holdings I, LLC as its Loan Servicing representative.
- 2) In my capacity as Default Specialist, I have access to PennyMac Loan Services, LLC as Servicing Agent for PennyMac Mortgage Investment Trust Holdings I, LLC'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 PennyMac Loan Services, LLC 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 PennyMac Loan Services, LLC as Servicing Agent for PennyMac Mortgage Investment Trust Holdings I, LLC's business records that consist of documents created by third parties, PennyMac Loan Services, LLC 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, DANIEL NEISINGH, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY. The subject Deed of Trust encumbers the real property located at 1668 W. MINDEN VILLAGE LOOP, MINDEN, NV 89423. This Affidavit is provided in support of the attached Notice of Default and Election to Sell.
- 4) The full name of the Trustee is CAL-WESTERN RECONVEYANCE CORPORATION located at 525 EAST MAIN STREET, EL CAJON, CA 92020.
- 5) The full name of the current holder of the Note secured by the Deed of Trust is PennyMac Loan Services, LLC as Servicing Agent for PENNYMAC MORTGAGE INVESTMENT TRUST HOLDINGS I, LLC, located at 6101 Condor Drive, Suite 310, Moorpark, CA 93021.
- 6) The full name of the current Beneficiary of record is PENNYMAC MORTGAGE INVESTMENT TRUST HOLDINGS I, LLC, located at 6101 Condor Drive, Suite 310, Moorpark, CA 93021.
- 7) The full name of the servicer of the obligation or debt secured by the Deed of Trust is PennyMac Loan Services, LLC located at 6101 Condor Drive, Suite 200, Moorpark, CA 93021.
- 8) The full name of the prior Beneficiaries are:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR SIERRA
PACIFIC MORTGAGE COMPANY, INC., ITS SUCCESSORS AND ASSIGNS
Last known address: P.O. BOX 2026, FLINT, MI 48501-2026.



CITIMORTGAGE, INC.

Last known address: 1000 TECHNOLOGY DRIVE, MS 321, O'FALLON, MO 63368-2240.

PENNYMAC MORTGAGE INVESTMENT TRUST HOLDINGS I, LLC

Last known address: 6101 CONDOR DRIVE, Suite 310, MOORPARK, CA 92021

- 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) CAL-WESTERN RECONVEYANCE CORPORATION 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 \$ 23,051.20. The amount of fees and costs already charged to Debtor because of the default is \$ 298.00. The unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently \$113,802.90. 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 \$1,802.23. 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 \$2,782.11.
- 12) The instrument conveying the interest of each Beneficiary is set forth on the attached Exhibit "A".
- 13) If applicable, see attached MIN Report, Exhibit "B".

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on February 21st, 2013.

Justine Garcia
 Signature
Justine Garcia
 Name
Default Specialist
 Title

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me on this 21st day of February 2013, by Justine Garcia, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Christine M. Matsuura
Notary Public

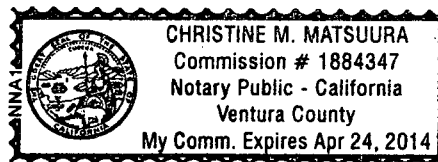




EXHIBIT "A"

Subject Deed of Trust: Dated 9/19/2005, Recorded 9/27/2005, as Instrument No. 0656106.

Assignment of Deed of Trust: Recorded 6/30/2011, as Instrument No. 785797.

Assignment of Deed of Trust: Dated 12/22/2011, Recorded 2/03/2012, as Instrument No. 796895.

