

DOC # 819502
03/07/2013 03:23PM Deputy: SD
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$220.00
BK-313 PG-1638 RPTT: 0.00



APN No.(s): 1420-33-312-010
Recording requested by:

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

TS No.: NV-13-540669-JB
Order No.: 7749009
Property Address: 2697 PONCHO COURT, MINDEN, NV 89423

Space above this line for recorders use only

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 **9/14/2006**, executed by **JOHN RUTLEDGE, AND FABIOLA RUTLEDGE, HUSBAND AND WIFE AS JOINT TENANTS**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC.**, as beneficiary, recorded **9/20/2006**, as **Instrument No. 0684826, Book 0906, Page 6633, in Book 0906 Page 6633** 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 **\$308,000.00**, 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 8/1/2012, 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.



TS No.: **NV-13-540669-JB**
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:

Green Tree Servicing LLC.
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:

Green Tree Servicing LLC
Contact: Michael Jansen
Department: Loss Mitigation Department
Toll Free: 800-352-7751

Attached hereto 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 following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, <http://www.washoecounty.us/seniorsrv/legal.htm>; and Southern Nevada Regional Housing Authority, 702-922-7052, <http://www.snrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <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.

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.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



TS No.: NV-13-540669-JB
Notice of Default

Dated:

Quality Loan Service Corporation, as Trustee

~~MS
MAR 6 2013~~

MAR 6 2013

Melissa Sherrer

By: Melissa Sherrer, Assistant Secretary

State of: California)

) ss.

County of: San Diego)

On MAR 6 2013 before me, CHARISSA MARIE DOREEN OLIVAS a notary public, personally appeared Melissa Sherrer, 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.

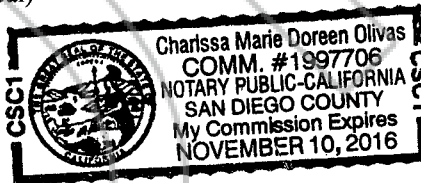
I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

[Handwritten Signature]

CHARISSA MARIE DOREEN OLIVAS





NRS 107.080 Compliance Affidavit

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

Property Owners:
JOHN RUTLEDGE, FABIOLA
RUTLEDGE

Trustee Address:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

Property Address:
2697 PONCHO COURT
MINDEN, NV 89423

Deed of Trust Document
Instrument No. 0684826

STATE OF Arizona)
) ss:
COUNTY OF Maricopa)

The affiant, Ruth Hernandez, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2) (c):

1. I have personal knowledge of Green Tree Servicing LLC's procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept by Green Tree Servicing LLC in the course of regularly conducted business activity; and it is the regular practice of Green Tree Servicing LLC to make such records. I have reviewed certain business records of Green Tree Servicing LLC concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Green Tree Servicing LLC as they have been kept by Green Tree Servicing LLC in the course of regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records.
2. The full name and business address of the trustee or the trustee's representative or assignee is:

Quality Loan Service Corp., a
California Corporation
Full Name

2141 5th Avenue, San Diego, San Diego
County, CA 92101
Street, City, County, State, Zip



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

<u>Green Tree Servicing LLC</u>	345 St. Peters Street
Full Name	1100 Landmark Tower
	St. Paul, Ramsey County, MN 55102
	Street, City, County, State, Zip

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

<u>Green Tree Servicing LLC</u>	345 St. Peters Street
Full Name	1100 Landmark Tower
	St. Paul, Ramsey County, MN 55102
	Street, City, County, State, Zip

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

<u>Green Tree Servicing LLC</u>	345 St. Peters Street
Full Name	1100 Landmark Tower
	St. Paul, Ramsey County, MN 55102
	Street, City, County, State, Zip

<u>Federal National Mortgage Association</u>	3900 Wisconsin Ave., NW, Washington
Full Name	D.C. 20016-2892
	Street, City, County, State, Zip

3. The full name and last known business address of the current and every prior known beneficiary of the Deed of Trust, based on a review of documents of public record and personal review of business records, is:

<u>Countrywide Home Loans, Inc.</u>	4500 Park Granada, Calabasas, Los Angeles
Full Name	County, CA 91302
	Street, City, State, Zip

<u>Mortgage Electronic Registration Systems, Inc., As Nominee For Countrywide Home Loans, Inc.</u>	1901 E. Voorhees Street, Suite C, Vermillion
Full Name	County, Danville, IL 61834
	Street, City, State, Zip

<u>Bank of America N.A.</u>	100 North Tryon St., Charlotte, Mecklenburg
Full Name	County, NC 28255
	Street, City, State, Zip



Mortgage Electronic Registration
Systems, Inc., As Nominee For Bank
of America, N.A.

Full Name

1901 E. Voorhees Street, Suite C, Vermillion
County, Danville, IL 61834

Street, City, State, Zip

Green Tree Servicing LLC

Full Name

345 St. Peters St., 1100 Landmark Tower, St.
Paul, Ramsey County, MN 55102

Street, City, State, Zip

Federal National Mortgage Association

Full Name

3900 Wisconsin Avenue NW Washington,
DC 20016-2892

Street, City, State, Zip

4. The beneficiary, successor in interest of the beneficiary has actual or constructive possession of the note secured by the Deed of Trust.
5. The trustee has the authority 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 and the current holder of the note secured by the Deed of Trust.
6. 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:
 - a. The amount in default, which includes missed payments and interest, advances, and late fees, as of the date of this Affidavit, is \$15507.04 .
 - b. The amount of fees and costs already imposed or charged to debtor because of the default Is 0.00 .
 - c. The unpaid principle amount of the obligation or debt secured by the Deed of Trust is currently \$286,225.52.
 - d. 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 V, below, will be \$363.00.
 - e. 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 \$2,500.00.
7. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

<u>9/14/2006</u> Date	<u>Not Applicable</u> Document Instrument Number	<u>Promissory Note</u> Name of Document Conveying Interest of Beneficiary
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9/14/2006
Date 0684826
Document Instrument Number

Deed of Trust
Name of Document Conveying
Interest of Beneficiary

10/16/2012
Date 811095
Document Instrument Number

Corporate Assignment of Deed of Trust
Name of Document Conveying
Interest of Beneficiary

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

Dated: 2-26-13

GREEN TREE SERVICING LLC

By: Ruth Hernandez, Assistant Vice President

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 26 day of February, 2013 by Ruth Hernandez, Assistant Vice President of Green Tree Servicing LLC, a Limited Liability Company, on behalf of the Company.

Notary for State of Arizona
818991
Commission expires: 3-4-14

