

DOC # 820550
03/22/2013 03:11PM Deputy: SG

OFFICIAL RECORD

Requested By:

Servicelink Irvine

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 5 Fee: \$218.00

BK-313 PG-6082 RPTT: 0.00



APN 1220-21-810-091

RECORDING REQUESTED BY:

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

TS No. NV09000040-12-1

TO No. 1070113

Commonly known as: 631 BLUEROCK ROAD, GARDNERVILLE, NV 89460

**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 April 14, 2005, executed by CARMEN ALVAREZ, AN UNMARRIED WOMAN as Trustor, to secure obligations in favor of SBMC the original Lender and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC as the original Beneficiary as nominee for Lender, its successors and/or assigns and recorded April 19, 2005 as Instrument No. 0642155 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 \$208,000.00 (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, 2010 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.



APN 1220-21-810-091

TS No. NV09000040-12-1

TO No. 1070113

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:

JPMorgan Chase Bank, National Association
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614
Phone No.: 949-252-8300

Dated: March 21, 2013

TRUSTEE CORPS
as Duly Appointed Successor Trustee

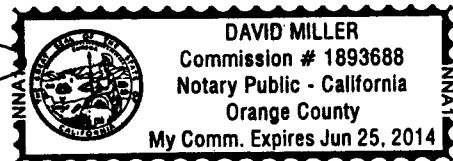
By: Amy Lemus, Authorized Signatory

State of CALIFORNIA
County of ORANGE

On March 21, 2013 before me, David Miller Notary Public in and for said county, personally appeared AMY LEMUS 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: NV09000040-12-1

APN: 1220-21-810-091

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

Borrowers Identified in Deed of Trust:
CARMEN ALVAREZ

Trustee Address:
17100 GILLETTE AVE
IRVINE, CA
92614

Property Address:
631 BLUEROCK ROAD
GARDNERVILLE, NV 89460

Deed of Trust Document
0642155

I, Keesha Smith, being first duly sworn, under penalty of perjury state as follows:

1. I am a Vice President of JPMorgan Chase Bank, National Association ("JPMC"), the current beneficiary of the deed of trust or the authorized representative of the current beneficiary. I am over the age of 18 and competent to testify as to the matters stated herein.
2. I have access to JPMC'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. Unless otherwise indicated, I make this affidavit on my personal knowledge based upon my personal review of those business records as well as the public records for the loan serviced by JPMC for the property listed above.
3. The full name and business address of the trustee for the Deed of Trust (identified in the caption above) is MTC FINANCIAL INC. dba TRUSTEE CORPS, located at 17100 Gillette Ave, Irvine, CA 92614.
4. The full name and address of the holder of the promissory note secured by the Deed of Trust is JPMorgan Chase Bank, National Association, located at 3415 Vision Drive, Columbus OH 43219.

JPMorgan Chase Bank, N.A. is the note holder and the loan servicer for the loan owned by "Federal Home Loan Mortgage Corporation".
5. The full name and business address of the beneficiary of the Deed of Trust is JPMorgan Chase Bank, National Association, located at 3415 Vision Drive, Columbus OH 43219.
6. The full name and business address of the servicer for the loan secured by the Deed of Trust is J.P. MORGAN CHASE BANK, N.A. located at 3415 Vision Drive, Columbus OH 43219.



TS No: NV09000040-12-1

APN: 1220-21-810-091

7. 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, and the instrument conveying the interest of each beneficiary is/are:
 - a. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, P.O. Box 2026, Flint, MI 48501-2026, as nominee for SBMC, 14761 CALIFA STREET, VAN NUYS, CA 91411. Deed of Trust was recorded on April 19, 2005 assigned record number Instrument No. 0642155
 - b. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, 700 KANSAS LANE, MC 8000, MONROE, LA 71203. Assignment of Deed of Trust conveying from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for SBMC, its successors and assigns to JPMORGAN CHASE BANK, NATIONAL ASSOCIATION was recorded on February 29, 2012 assigned record number Instrument No. 0798109

8. The 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 promissory note secured by the Deed of Trust.

9. The trustee under the subject Deed of Trust, 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 promissory note secured by the Deed of Trust.

10. The following is information regarding the amount in default, the principal amount secured by the Deed of Trust, and good faith estimates 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. Estimates of such fees are subject to change for a variety of reasons:
 - a. The amount in default, as of the date of this Affidavit, is \$ 41,864.76, which consists of the following:
 - i. Missed Principal and Interest Payments: \$ 36,826.76.
 - ii. Escrow Advance Balance: \$ 5,038.00.
 - iii. Suspense Balance Credits \$ -0-.

 - b. The total unpaid principal amount of the obligation or debt secured by the deed of trust, as of the date of this Affidavit, is \$ 207,963.41.

 - c. A good faith estimate of the amount of fees and costs that have been or are 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, is \$ 364.00.

 - d. A good faith estimate of the foreclosure fees and costs that have been or are to be charged to the debtor in connection with the exercise of the power of sale under the deed of trust is \$ 2,635.00, based on estimates provided by legal counsel.



TS No: NV09000040-12-1

APN: 1220-21-810-091

Dated this 2 day of March, 2013.

By: [Signature]
Signature

Name: Keesha Smith Vice President
Printed JPMorgan Chase Bank, NA

State of Ohio)
County of Franklin)ss.

Keesha Smith, an officer of JPMorgan Chase Bank, NA,
appeared before me this 2 day of MAR, 2013, and after being
duly sworn executed this Affidavit on its behalf.

[Signature]
Kenneth F. Higdon



KENNETH F. HIGDON
Notary Public, State of Ohio
My Commission Expires
March 26, 2013