

DOC # 820970
04/01/2013 12:58PM Deputy: AR
OFFICIAL RECORD

Requested By:
Stewart Title of Nevada Re
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$221.00
BK-413 PG-241 RPTT: 0.00



APN No.(s): 1220-03-311-042
Recording requested by:

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

01415-3668

TS No.: NV-12-528737-EV

Space above this line for recorders use only

Order No.: 120317561-NV-MSO

Property Address: 1293 WHITE ASH DRIVE, GARDNERVILLE, NV 89410

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 **11/29/2006**, executed by **LUKE REEVES, AN UNMARRIED MAN**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST HORIZON HOME LOAN CORPORATION**, as beneficiary, recorded **11/30/2006**, as **Instrument No. 0689788, Book 1106, Page 10897, in Book 1106 Page 10897** 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 \$262,360.00**, 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 6/1/2012, 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-12-528737-EV
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:

EverBank
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:

EverBank, as successor by merger to EverHome Mortgage CompanyCOMPANY
Contact: Al Conine
Department: Loss Mitigation Department
Phone: 866-839-7151

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.snvrha.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-12-528737-EV
Notice of Default

Dated: **MAR 27 2013** **Quality Loan Service Corporation, as Trustee**

By: **Silver De Vera, Assistant Secretary**

State of: California)

) ss.

County of: San Diego)

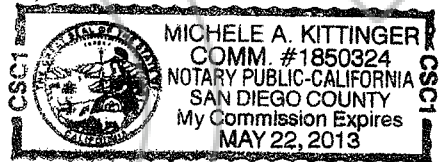
On 3/27/13 before me, Michele A. Kittinger a notary public, personally appeared **Silver De Vera**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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)

Michele A. Kittinger





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

I, E. Michele de Craen, am the Vice President of EverBank, 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, LUKE REEVES. The subject Deed of Trust encumbers the real property located at 1293 WHITE ASH DRIVE, GARDNERVILLE, NV 89410. This Affidavit is provided in support of the attached Notice of Default and Election to Sell.

The following facts are, except where otherwise indicated, true of my own personal knowledge. Where the following facts are not based on my personal knowledge, they are based on: (1) my personal review of documents which are of public record in the State of Nevada; and/or (2) my personal review of business records of the BENEFICIARY which have been represented to me to be true by persons employed by the BENEFICIARY who have a business duty to the BENEFICIARY to accurately and completely make, take and maintain those records in the regular and ordinary course of their business duties:

1(a). The full name and business address of the current trustee of record for the deed of trust at issue is Quality Loan Service Corp., which is located at 2141 5th Avenue, San Diego, San Diego County, CA 92101.

1(b). The full name and business address of the current holders of the Note secured by the Deed of Trust at issue are EverBank which is located at 301 W. Bay Street Jacksonville, FL. 32202.



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 EverBank which is located at 301 W. Bay Street Jacksonville, FL. 32202.

1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust at issue is EverBank which is located at 301 W. Bay Street Jacksonville, FL. 32202.

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: First Horizon Home Loan Corporation

Last known address: 4000 Horizon Way, Irving, TX 75063

Instrument: Deed of Trust recorded on 11/30/2006 as Instrument Number 0689788

Name: EverBank

Last known address: 301 W. Bay Street Jacksonville, FL. 32202.

Instrument: Assignment of Deed of Trust recorded on 10/02/2012 as Instrument Number 810137

Instrument: Duplicate Assignment of Deed of Trust recorded on 11/26/2012 as Instrument Number 0813381

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 amount in default, as of the date of this Affidavit, is \$ 11,280.28.

5(b). The amount of fees and costs already charged to debtor because of the default is \$ 4,409.79.

5(c). The unpaid principal amount of the obligation or debt secured by the Deed of Trust is currently \$240,784.50.

5(d). 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, is to be determined.

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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 \$2,500.00.

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 Mar 21, 2013.

E. Michele de Craen Vice President
Print Name/Title
E. Michele de Craen
Signature

State of: Florida
County of: Duval

On March 21, 2013 before me, Chantel Moon,

a Notary Public personally appeared E. Michele de Craen Who 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 the/she executed the same in their authorized capacity and that by his/her signature on the instrument the person or the entity upon behalf of the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct

WITNESS by hand and official seal.

(Notary Seal)

Chantel Moon
Signature
Chantel Moon

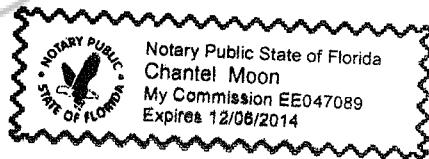




EXHIBIT A
(Beneficial Interest per MERS Milestone Report)

Original Deed of Trust

Deed of Trust dated 11/29/2006 recorded on 11/30/2006 as Instrument Number 0689788
Original Beneficiary: Mortgage Electronic Registration Systems, Inc. as nominee for
First Horizon Home Loan Corporation.

Milestone Report Transfer Date 12/13/2006 under Batch Number 4074838

Old Investor: First Horizon Home Loans, a division of First Tennessee Bank, N.A.
New Investor: Federal National Mortgage Association ("Fannie Mae")

