

DOC # 821050
04/02/2013 02:18PM Deputy: AR
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$219.00
BK-413 PG-600 RPTT: 0.00



APN: 1420-28-410-033

Recording requested by:

First American Title Ins Co.

When recorded mail to:
NORTHWEST TRUSTEE SERVICES, INC.
1421 E. Dyer Road, Suite 250
Santa Ana, CA 92705

File No. 7307.25206

MIN No. 100011520056784566

APN: 1420-28-410-033

The undersigned hereby affirms that there is no
Social Security number contained in this document.

6470909

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

NOTICE IS HEREBY GIVEN: That the undersigned 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 09/10/08, executed by **JUSTIN M HINEMAN AND KATHERINE D HINEMAN, HUSBAND AND WIFE**, as Trustor(s), to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR CITIMORTGAGE, INC.** as Beneficiary, recorded 09/12/08, as 729901, of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada, describing land therein as **more fully described in said Deed of Trust.**

Said obligations including (1) NOTE(S) FOR THE ORIGINAL sum of **\$224,043.00**, that the beneficial interest under such Deed of trust and the obligation secured thereby are presently held by the undersigned; 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 monthly installment of principal and interest which became due on 03/01/11, and all subsequent installments, together with late charges as set forth in said Note and Deed of Trust, advances, assessments and attorney fees. 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

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 same, 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.



File No: 7307.25206
Notice of Default

NOTICE

You may have the right to cure the default thereon 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 the statutory section without requiring payment of that portion of the principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, 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 find out the amount you must pay, or arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**CitiMortgage, Inc.
C/O Northwest Trustee Services, Inc.
1421 E. Dyer Road, Suite 250
Santa Ana, CA 97205
Telephone (714) 277-4888
Reinstatement and Pay-Off Request Line (866) 387-NWTS**

Dated: 04/02/13

Northwest Trustee Services, Inc., As Trustee

By:



Laura Salas, Authorized Signatory

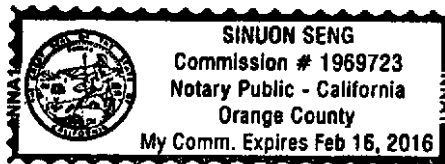
State of California
County of Orange

On 4-2-13 before me, Sinwon Seng the undersigned Notary Public in and for said county, personally appeared Laura Salas 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.

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





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

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.



APN : 1420-28-410-033
Foreclosure No.: 7307.25206
NRS 107.080 Compliance Affidavit

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE
[NRS § 107.080]

Property Owners:

JUSTIN M HINEMAN AND KATHERINE
D HINEMAN, HUSBAND AND WIFE

Trustee Address:

Northwest Trustee Services, Inc.
1241 E Dyer Road, Suite 250
Santa Ana, CA 92705

Property Address:

2846 ADA PL
MINDEN, NV 89423-8801

Deed of Trust Document Instrument
Number
729901

STATE OF MISSOURI

) ss:

COUNTY OF ST. CHARLES

COMES NOW W Rothermich, being first duly sworn, deposes and says:

1. I am employed as a Vice President - Document Control of CitiMortgage, Inc., the beneficiary of the Deed of Trust recorded as instrument number 729901, County of DOUGLAS, Nevada (the "Deed of Trust").

2. I am authorized to execute this Affidavit of Authority to Exercise the Power of Sale (this "Affidavit") on behalf of CitiMortgage, Inc.. The statements made in this Affidavit are based on my personal knowledge and under penalty of perjury, as required by NRS 107.080(2)(c).

3. In my capacity as a Vice President - Document Control, I have access to CitiMortgage, Inc. business records, including the business records for and relating to the loan made to the grantor of the Deed of Trust (the "Loan"). I make this Affidavit based upon my review of those records relating to the Loan and from my own personal knowledge of how they are kept and maintained. The loan records for the grantor of the Deed of Trust are maintained by CitiMortgage, Inc. 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. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

4. The full name and business address of the trustee or the trustee's representative or assignee is:

Northwest Trustee Services, Inc. 1241 E Dyer Road, Suite 250, Santa Ana, CA 92705



APN : 1420-28-410-033
Foreclosure No.: 7307.25206
NRS 107.080 Compliance Affidavit

11. 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 of missed payments and interest in default is \$37,240.40.
- b. The principal amount secured by the Deed of Trust is \$224,789.76.
- c. A good faith estimate of all fees imposed and to be imposed because of the default is \$1,170.77. This amount consists of a good faith estimate of the following fees imposed and anticipated to be imposed by the beneficiary as of the date of this Affidavit:

- i. Property inspections: \$337.09
- ii. Late Charges: \$833.68

The amount of fees ultimately imposed by Citi as a result of default may be more or less than the good faith estimate given above as a result of circumstances occurring after the date of the affidavit. The good faith estimate given above does not include a good faith estimate of the trustee's foreclosure fees and costs charged and to be charged to the debtor in connection with the exercise of the power of sale, which is estimated below.

- d. A good faith estimate of the total costs and fees to be charged to the debtor in connection with the exercise of the power of sale is \$ 4,000.00.

12. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

Instrument: **Deed of Trust** recorded on 09/12/2008 under Instrument Number 729901.

Instrument: **Assignment of Deed of Trust** recorded on 03/14/2011 under Instrument Number 779878.



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13. Following is the true and correct signature of the affiant. The affiant declares under penalty of perjury of the State of Nevada that the foregoing statements are true and correct.

W Rothermich

AFFIANT W Rothermich
Vice President - Document Control

Date: 3/28/13

Subscribed and sworn before me this 28th
day of March, 2013.

Notary Public in and for the
State of Missouri

County of St Charles

Notary Signature Tammi L. Bowlby

