

DOC # 821461  
04/11/2013 08:53AM Deputy: SD  
OFFICIAL RECORD

Requested By:  
Stewart Title of Nevada Re  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$219.00  
BK-413 PG-2868 RPTT: 0.00



APN No.(s): 1320-02-001-057  
Recording requested by:

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

01415-3941

TS No.: NV-12-538628-CL  
Order No.: 120405455-NV-MSO  
Property Address: 2533 LENA CT. 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 **10/2/2002**, executed by JOHN W. CROSBY AND BEZITA CROSBY, HUSBAND AND WIFE AS JOINT TENANTS., as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR OHIO SAVINGS BANK**, as beneficiary, recorded **10/7/2002**, as **Instrument No. 0554078, Book 1002, Page 0247X**, in **Book 1002 Page 0247X** 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 \$277,600.00**, 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:

\*2463

**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-12-538628-CL  
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:**

**JPMorgan Chase Bank, National Association  
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:**

**JP Morgan Chase Bank, N.A.  
Contact: David Qualls  
Department: Loss Mitigation Department  
Phone: 858-605-5022  
Email: David.Qualls@chase.com**

**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-12-538628-CL  
Notice of Default

Dated:

Quality Loan Service Corporation, as Trustee

APR 08 2013

By: Idalia Albarran, Assistant Secretary

State of: California

) ss.

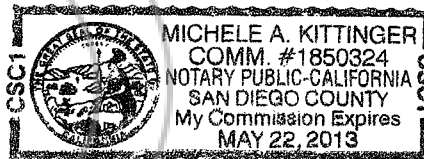
County of: San Diego

On 4/8/13 before me, Michele A. Kittinger a notary public, personally appeared **Idalia Albarran**, 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]**

Borrowers Identified in Deed of Trust:  
JOHN W. CROSBY  
BEZITA CROSBY

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

Property Address:  
2533 LENA CT.  
MINDEN, NV 89423

Deed of Trust Document:  
Instrument No. 0554078, Book 1002, Page  
02471

I, Kim Neal, 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 Quality Loan Service Corporation, a California Corporation, located at 2141 5<sup>th</sup> Avenue, San Diego, CA, 92101.
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, successor by merger to Chase Home Finance, LLC, located at 3415 Vision Drive, Columbus, OH. JPMorgan Chase Bank, N.A. is the note holder and the loan servicer for the loan owned by Federal National Mortgage Association.



5. The full name and business address of the beneficiary of the Deed of Trust is JPMorgan Chase Bank, National Association, successor by merger to Chase Home Finance, LLC, located at 3415 Vision Drive, Columbus, OH.
6. The full name and business address of the servicer for the loan secured by the Deed of Trust is JPMorgan Chase Bank, National Association, successor by merger to Chase Home Finance, LLC, located at 3415 Vision Drive, Columbus, OH.
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., as nominee for Ohio Savings Bank, FSB, PO Box 2026, Flint, MI 48501-2026 and 1801 East Ninth Street, #200, Cleveland, OH 44114 respectively. Original Deed of Trust recorded on 10/7/2002 as record number 0554078, Book 1002, Page 02471.
  - b. JPMorgan Chase Bank, National Association, successor by merger to Chase Home Finance, LLC, 700 Kansas Lane, MC8000, Monroe, LA 71203. Assignment of Deed of Trust conveying beneficial interest from Mortgage Electronic Registration Systems, Inc., as nominee for Ohio Savings Bank, FSB, to Chase Home Finance, LLC, recorded 1/28/2011 as record number 777818, Book 111, Page 6650. as well as a Corporate Assignment of Deed of Trust which also reflects the aforementioned conveyance of beneficial interest from Mortgage Electronic Registration Systems, Inc., as nominee for Ohio Savings Bank, to JPMorgan Chase Bank, National Association, recorded 11/29/2012 as record number 813535, Book 1112, Page 7267.
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 \$20561.41 which consists of the following:
  - i. Missed Principal and Interest Payments: \$ 13136.88
  - ii. Escrow Advance Balance: \$ 7424.53
  - iii. Suspense Balance Credits: \$ 0.00
- 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 \$ 229518.48
- 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 \$ 508.55
- 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 \$2,490.00, based on estimates provided by legal counsel.

Dated this 22<sup>nd</sup> day of March, 20 13

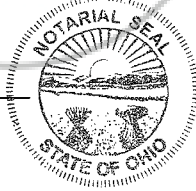
By: [Signature]  
Signature

Name: Kim Neal Vice President  
Printed JPMorgan Chase Bank, N.A.

State of Ohio )  
)ss.  
County of Franklin )

Kim Neal, an officer of JPMorgan Chase Bank, N.A., appeared before me this 22 day of March, 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