

DOC # 824356  
05/29/2013 10:34AM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
LSI Title Agency Inc.  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$219.00  
BK-513 PG-7227 RPTT: 0.00



**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 12-35898-JP-NV  
Title Order No. : 120408361-NV-GTO

APN: 1420-07-713-003

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

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION,** and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION** is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 01/13/2009, executed by DEREK R. MARLATT, DONNA MARLATT, HUSBAND AND WIFE, as Trustor, to secure certain obligations in favor of JPMORGAN CHASE BANK, N.A. as beneficiary recorded 01/14/2009 as Instrument No. 735797 BK 109 PG 2248 (or Book, Page) of the Official Records of DOUGLAS County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$216,836.00.

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 09/01/2012 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 fee's, 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) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.



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While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

JPMorgan Chase Bank, N.A.  
c/o National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)

Contact the following number to discuss Loan Modification Options: 866-550-5705

Attached hereto and incorporated herein by reference 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 Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 985 STARLEAF COURT , CARSON CITY NV 89705

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. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.



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That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated : May 22, 2013

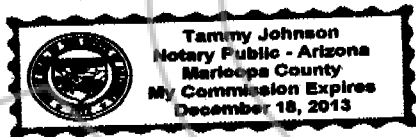
National Default Servicing Corporation, As Trustee for JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

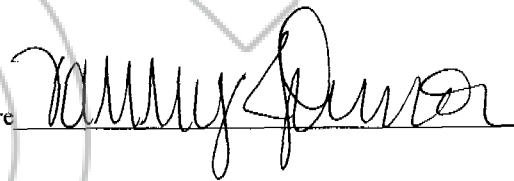
  
By: Julie Good, Supervisor

State of: Arizona  
County of: Maricopa

On 5-22, 2013, before me, the undersigned, a Notary Public for said State, personally appeared Julie Good personally known to me be (or 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.

WITNESS my hand and official seal,



Signature 

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**



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

Borrowers Identified in Deed of Trust  
DEREK R. MARLATT, DONNA  
MARLATT, HUSBAND AND WIFE

Trustee Address:  
7720 N. 16th Street, Suite 300  
Phoenix AZ 85020

Property Address:  
985 STARLEAF COURT  
CARSON CITY NV 89705

Deed of Trust Document Instrument  
Number  
735797

I, Susanna M. Froehlich, 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 National Default Servicing Corporation, located at 7720 N. 16th Street, Suite 300, Phoenix, AZ 85020.
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.
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 JPMorgan Chase Bank, National Association located at 3415 Vision Drive Columbus, OH 43219.



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. JPMORGAN CHASE BANK, N.A., 3415 Vision Drive Columbus, OH 43219. Deed of Trust was recorded on January 14, 2009 assigned record number 735797.
  
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 \$908.18, which consists of the following:
    - i. Missed Principal and Interest Payments: \$ 8618.19.
    - ii. Escrow Advance Balance: \$ 1132.49.
    - iii. Suspense Balance Credits \$ (52.50).
  
  - b. The unpaid principal amount of the obligation or debt secured by the deed of trust, as of the date of this Affidavit, is 205808.24.
  
  - 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 \$344.69.

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 \$4,030.00, based on estimates provided by legal counsel.

Dated this 15<sup>th</sup> day of March, 2013.

By: Susanna M. Froehlich  
Signature

Name: Susanna M. Froehlich Vice President  
Printed JPMorgan Chase Bank, NA

State of Ohio )  
County of Franklin )ss.

Susanna M. Froehlich, an officer of JPMorgan Chase Bank, NA, appeared before me this 15 day of Mar, 2013, and after being duly sworn executed this Affidavit on its behalf.

Andrew Hennick  
Andrew Hennick



ANDREW HENNICK  
Notary Public  
State of Ohio  
My Commission Expires 10-31-17