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05/31/2013 02:27PM Deputy: AR  
OFFICIAL RECORD

Requested By:  
Stewart Title of Nevada Re  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$220.00  
BK-513 PG-8533 RPTT: 0.00



APN No.(s): 1220-09-410-013  
Recording requested by:

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

01415-5113

TS No.: NV-12-508336-JB

Order No.: 120143241-NV-MSO

Property Address: 1244 PLEASANTVIEW DR, GARDNERVILLE, NV 89460

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 **5/9/2008**, executed by **KENNETH P. ROBERTS AND DINA E. ROBERTS , HUSBAND AND WIFE**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST UNIVERSAL LENDING LLC**, as beneficiary, recorded **5/27/2008**, as **Instrument No. 723931, Book 508, Page 6422, in Book 508 Page 6422** 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 **\$328,000.00**, 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 1/1/2012, 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-12-508336-JB  
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:**

**Flagstar Bank, FSB  
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:**

**FLAGSTAR CAPITAL MARKETS  
Contact: Phil Modzelewski  
Department: Loss Mitigation Department  
Phone: 248-312-6772  
Email: [Immediations@flagstar.com](mailto:Immediations@flagstar.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.

**Please be advised Quality Loan Service Corp. is not a debt collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction. Should a subsequent determination be made that this company is a debt collector as that term is defined within any act, then you are hereby notified that any information obtained will be used for the purpose of collecting a debt.**



TS No.: NV-12-508336-JB  
Notice of Default

Dated: **MAY 28 2013**

**Quality Loan Service Corporation, as Trustee**

By: **Hannah Adye, Assistant Secretary**

State of: **California**)

) ss.

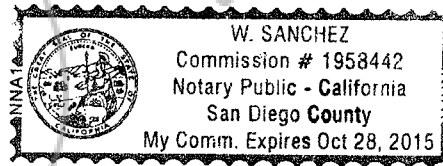
County of: **San Diego**)

On **MAY 28 2013** before me, **W. Sanchez** a notary public, personally appeared **Hannah Adye**, 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)

\_\_\_\_\_  
W. Sanchez





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

State of Michigan )  
)  
County of Oakland )

Sean Kelly, being duly sworn, states as follows:

1. I am over the age of eighteen and competent to make this Affidavit, which is provided in support of the attached Notice of Default and Election to Sell.

2. I am an employee of Flagstar Bank, FSB ("Flagstar"). I am duly authorized to make this Affidavit for Flagstar in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") and the holder of the note with **KENNETH P. ROBERTS, DINA E. ROBERTS** ("Borrower(s)"), which is secured by the real property located at **1244 PLEASANTVIEW DR., GARDNERVILLE, NV 89460-8647** (the "Subject Loan"). I have the personal knowledge required to execute this Affidavit, and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.

3. In the regular and ordinary course of business, it is Flagstar's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with how each document attached to this Affidavit was retrieved and compiled. I have personally reviewed each document attached to this Affidavit.

4. By way of background, Borrower(s) signed an adjustable rate promissory note, dated **5/9/2008**, for a loan in the principal sum of **\$328,000.00** in favor of the original lender, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST UNIVERSAL LENDING LLC** (the "Note"). Under the terms of the Note, the starting interest rate was **5.2500 %**, and thereafter adjusted as set forth in the Note, with interest currently accruing at the per diem rate set forth herein.

5. I am familiar with Flagstar's record-keeping practices for its physical receipt and possession of the original Note for the Subject Loan, which is tracked by the vault document management system. Upon Flagstar's physical receipt of the original Note, Flagstar placed a Tracking Bar Code, together with the Flagstar loan number and the address for the real property securing the Subject Loan, on each page of the original Note. The original Note is maintained in a vault at Flagstar. Flagstar's vault document management system evidences that Flagstar held possession of the original Note when it commenced the instant foreclosure action, and holds possession of the original Note as of the date of this Affidavit. I have reviewed the copy of the



Note attached to this Affidavit as **Exhibit 1**, and have confirmed that it is a true and correct copy of the original Note that is maintained at Flagstar.

6. To secure the Note, **KENNETH P. ROBERTS, DINA E. ROBERTS** granted a security interest in the subject property and signed a **Deed of Trust** (the "Security Instrument"), dated **5/9/2008**. Flagstar's Integrated Document Management system ("IDM") includes a true and correct copy of the publicly recorded Security Instrument, which is attached to this Affidavit as **Exhibit 2**. The Security Instrument was assigned to Flagstar by Assignment dated 4/18/2012. Attached as Exhibit 2-A is a true and correct copy of the Assignment to Flagstar, together with any preceding assignments.

7. The information stated in the vault document management system and IDM is recorded by Flagstar's employees at or near the time of the transaction by, or from information transmitted by, a person with knowledge of those transactions. Flagstar maintains the vault document management system and IDM in the regular and ordinary course of business, and regularly relies upon the accuracy of the information in those systems in the regular and ordinary course of business.

8. Based on my review of the IDM, Flagstar is the current holder of the Note secured by the Deed of Trust, and is in actual possession of the Note. Flagstar is also the current servicer for the Subject Loan, as well as the current Beneficiary under the Deed of Trust. Flagstar's business address is 5151 Corporate Drive, Troy, Michigan 48098.

9. I have reviewed certain documents of public record for the purposes of this Affidavit. Based on my review, the full name and business address of each prior beneficiary of the Deed of Trust, of which I am aware, is:

- a. Name: Mortgage Electronic Registration Systems, Inc., As Nominee For First Universal Lending LLC  
Last known address: 1901 E. Voorhees Street, Suite C, Vermillion County, Danville, IL 61834  
Instrument: Deed of Trust, recorded on 5/27/2008 as Instrument Number 723931
- b. Name: Flagstar Bank, FSB  
Last known address: 5151 Corporate Drive, Troy, Michigan 48098  
Instrument: Assignment, recorded on 4/30/2012 as Instrument Number 801593

True and correct copies of the foregoing publicly-recorded instruments are attached hereto as **Exhibit 3**.



The other known prior beneficiaries (whether of record or not), if any, along with the date and manner of their acquisition of a beneficial interest in the Deed of Trust and their last known address, if any, are, to the best of my knowledge, as follows:

- a. Name: Federal National Mortgage Association  
Last known address: 3900 Wisconsin Avenue NW Washington, DC  
20016-2892

10. The full name and business address of the current trustee of record for the Deed of Trust is **Quality Loan Service Corp., a California Corporation**, which is located at **2141 5th Avenue, San Diego, San Diego County, CA 92101**.

11. The current trustee under the Deed of Trust has the authority to exercise the power of sale with respect to the Deed of Trust pursuant to the instruction of the Flagstar as the current Beneficiary and the current holder of the Note secured by the Deed of Trust.

12. I am familiar with how Flagstar receives, processes and posts payments to the Subject Loan, and Flagstar's corresponding record-keeping practices maintained in its mortgage servicing platform ("MSP"). Flagstar's MSP evidences debit and credit transactions for the Subject Loan, which are recorded by Flagstar's employees at or near the time of the transaction by, or from information transmitted by, a person with knowledge of those transactions. Flagstar maintains the MSP in the regular and ordinary course of business and regularly relies upon the accuracy of the information in MSP in the regular and ordinary course of business.

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13. As indicated by the MSP, 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 Borrower(s) in connection with the exercise of the power of sale:

- a. The original principal amount of the Note secured by the Deed of Trust was **\$328,000.00**.
- b. The amount of missed payments and interest in default is **\$29,174.38**.
- c. The current principal amount of the Note secured by the Deed of Trust is **\$328,000.00**
- d. The amount of fees and costs already charged to Borrowers(s) because of the default is **\$8,907.61**.
- e. As a good faith estimate, the amount of fees and costs to be imposed or charged to Borrower(s) because of the default, excluding foreclosure fees and costs set forth in Paragraph 12(f) below, will be **TBD**.
- f. As a good faith estimate, the foreclosure fees and costs to be charged to Borrower(s) in connection with the power of sale under the Deed of Trust will be **\$ 2,500.00**.

14. All matters stated herein are true and correct, to the best of my knowledge and belief.

15. I make this Affidavit under oath, and subject to the applicable penalties for perjury.

FURTHER AFFIANT SAYETH NOT.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2013

Flagstar Bank, FSB

Notary's Signature

By: **Sean Kelly**

Printed Name

Its: **VICE PRESIDENT**

{Title}

Notary's Printed Name  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_, 20\_\_\_\_.

**EVELYN D MERRINA**  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires August 26, 2016  
Acting in the County of Oakland