

APN: 1022-18-001-012

WHEN RECORDED MAIL TO:

Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117

TS No.: 002311-NV
Loan No.: ***1503**

DOC # 827965
07/29/2013 02:27PM Deputy: PK
OFFICIAL RECORD
Requested By:
Servicelink Irvine
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$219.00
BK-713 PG-7263 RPTT: 0.00



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

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOME EQUITY CONVERSION DEED OF TRUST OR REVERSE MORTGAGE

NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP. is the duly appointed Trustee under a Deed of Trust dated 3/31/2008, executed by **ROY J. FUNEZ, AN UNMARRIED MAN**, as trustor in favor of **FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B.**, recorded 4/4/2008, under instrument no. **720873**, in book **408**, page **1206**, of Official Records in the office of the County recorder of **Douglas**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$544,185.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby 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 or that payment has not been made of:

THE BALANCE OF PRINCIPAL AND WHICH BECAME DUE ON 7/26/2012, ALONG WITH LATE CHARGES, FORECLOSURE FEES AND COSTS, ANY LEGAL FEES OR ADVANCES THAT HAVE BECOME DUE.

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 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.

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. 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.




Property Address: **1455 OLD HIGHWAY 395
GARDNERVILLE, NEVADA 89410**

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

OneWest Bank, FSB
2900 Esperanza Crossing
Austin, TX 78758
C/O Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117
Phone: 858-750-7600

Dated: 7/26/2013

CLEAR RECON CORP.

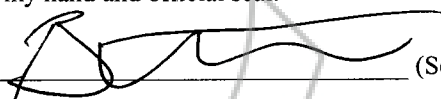
By: 
Kenneth W. Deede, Authorized Signature for Trustee

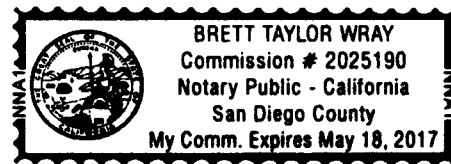
State of California }ss
County of San Diego }

On July 26, 2013 before me **Brett Taylor Wray** Notary Public, personally appeared **Kenneth W. Deede** 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.

Signature  (Seal)





I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

1(a). The full name and business address of the current trustee, or the current trustee's representative or the assignee is:

Clear Recon Corp.
Full Name

4375 Jutland Dr. Suite 200
San Diego, CA 92117
Street, City, County, State, Zip

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is:

OneWest Bank, FSB
Full Name

1 Banting
Irvine, CA 92618
Street, City, County, State, Zip

1(c). The full name and business address of the current beneficiary of record of the Deed of Trust is:

OneWest Bank, FSB
Full Name

1 Banting
Irvine, CA 92618
Street, City, County, State, Zip

1(d). The full name and business address of the servicer(s) of the obligation or debt secured by the Deed of Trust is:

Financial Freedom, a division of OneWest Bank.
Full Name

2900 Esperanza Crossing
Austin, TX 78758
Street, City, County, State, Zip

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust OR The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust is entitled to enforce the obligation or debt secured by the Deed of Trust.

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3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:

- a. The amount of payment required to make good the deficiency in performance or payment and avoid the exercise of the power of sale, and reinstate the terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement, unless reinstatement is not permitted under the terms of the reverse mortgage debt because of the nature of the obligor or borrower's default;
- b. The amount in default;
- c. The unpaid principal amount of the obligation or debt secured by the Deed of Trust;
- d. The amount of accrued interest and late charges, if any;
- e. A good faith estimate of the amount of fees imposed in connection with the exercise of the power of sale; and
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amounts due, as well as a recitation of the information contained herein.

4. A local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive the most current amounts due, as well as a recitation of the information contained herein, is (866) 727-4303.

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5. The following is information regarding each recorded assignment of the Deed of Trust and is based upon the direct, personal knowledge of the affiant, which the affiant acquired independently or by (1) a review of the business records described in paragraph 1 above, (2) information contained in the records of the recorder of the county in which the property is located, (3) a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS:

<u>12/08/2009</u>	<u>Doc 0755171 Book 1209 Page</u>	<u>Mortgage Electronic Registration Systems,</u>
Date	<u>1624</u>	<u>Inc. ("MERS"), a Delaware Corporation, its</u>
	Document Instrument Number	<u>successors or assigns, as nominee for</u>
		<u>Financial Freedom Acquisition LLC</u>
		Name of Assignee

<u>07/12/2013</u>	<u>Doc 827012 Book 713 Page</u>	<u>OneWest Bank, LLC</u>
Date	<u>2913</u>	Name of Assignee
	Document Instrument Number	

<u>07/19/2013</u>	<u>Doc 827412 Book 713 Page</u>	<u>OneWest Bank, FSB</u>
Date	<u>4696</u>	Name of Assignee
	Document Instrument Number	

Dated this JUL 23 2013 day of _____, 20____

One West Bank, FSB

Signed By: _____

Print Name: Melissa Alexander

State of Texas
County of Travis

Sworn to and subscribed before me on the _____ day of JUL 23 2013, _____, by
Melissa Alexander

(Personalized Seal)

Carla A. Hardin

Notary Public's Signature

