

DOC # 828916  
08/14/2013 02:09PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
Capital Title Company of N  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$218.00  
BK-813 PG-4047 RPTT: 0.00



WHEN RECORDED MAIL TO:  
Cooper Castle Law Firm, LLP  
5275 S. Durango Drive  
Las Vegas, NV 89113

T.S. No.: 12-06-44223-NV  
APN: 1121-05-515-031  
Property Address: 26 Scott Street, Gardnerville, NV 89410

10009137  
**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE  
SALE OF REAL PROPERTY UNDER DEED OF TRUST**

**NOTICE IS HEREBY GIVEN THAT:** THE COOPER CASTLE LAW FIRM, LLP, A MULTIJURISDICTIONAL LAW FIRM is the duly appointed Trustee under a Deed of Trust dated October 4, 2005, executed by Mindy Stevenson, as Trustor in favor of Mortgage Electronic Registration Systems, Inc. (MERS), as nominee for Academy Mortgage Corporation, its successors and assigns, recorded on October 5, 2005 and recorded as 0656983 of Official Records in the office of the County recorder of Douglas County, Nevada securing, among other obligations:

One note(s) for the Original sum of \$205,520.00, 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 installment of Principal, Interest, impounds and late fees which became due March 1, 2010 together with all subsequent installments of principal, interest, impounds, late fees and foreclosure fees and expenses. Any advances which may hereafter be made. All obligations and indebtedness as they become due and charges pursuant to said Note and Deed of Trust.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said duly appointed Trustee a substitution of trustee and a request for Sale of the security pursuant to the 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.



T.S. No.: 12-06-44223-NV  
APN: 1121-05-515-031


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

**PNC Bank, National Association**  
C/O The Cooper Castle Law Firm, LLP  
A MultiJurisdictional Law Firm  
5275 S. Durango Drive  
Las Vegas, Nevada 89113  
(702) 435-4175 Telephone  
(702) 877-7424 Facsimile

**BE ADVISED THAT THE COOPER CASTLE LAW FIRM, LLP A MULTIJURISDICTIONAL LAW FIRM MAY BE ACTING AS A DEBT COLLECTOR AND IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION PROVIDED BY YOU WILL BE USED FOR THAT PURPOSE.**

Dated: August 8, 2013

**THE COOPER CASTLE LAW FIRM, LLP**  
A Multi-Jurisdictional Law Firm

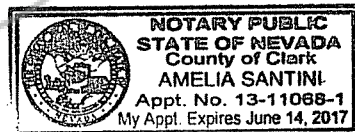
By:   
Justin Grim  
Attorney at Law

State of NEVADA } ss.  
County of CLARK }

On August 8, 2013, before me, Amelia Santini, Notary Public, personally appeared Justin Grim personally known to me (or 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.

WITNESS my hand and official seal.

Signature Amelia Santini (Seal)



Mindy Stevenson / 12-06-44223-NV



**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND  
ELECTION TO SELL**

**Borrowers Identified in Deed of Trust:**  
Mindy Stevenson

**Trustee Address:**  
The Cooper Castle Law Firm, LLP  
5275 S. Durango Dr.  
Las Vegas, NV 89113

**Property Address:**  
26 Scott Street, Gardnerville, NV 89410

**Deed of Trust Instrument Number:**  
0656983

STATE OF Pennsylvania )  
  ) ss:  
COUNTY OF Montgomery )

The affiant, Jaime M. Sperbeck, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am a/an Default Specialist of Ocwen Loan Servicing, LLC. I am duly authorized to make this Affidavit in my capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary"), or as the Servicer for the current beneficiary of the Deed of Trust.

2. I have the personal knowledge required to execute this Affidavit from my review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, my review of the records of the recorder of the county in which the property is located, and/or title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State. I 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 Ocwen Loan Servicing, LLC'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 the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

4. The full name and business address of the current trustee, which has been authorized to exercise the power of sale, is:

The Cooper Castle Law Firm, LLP



5275 S. Durango Dr.  
Las Vegas, NV 89113

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

PNC Bank, National Association  
249 Fifth, Pittsburgh, Pennsylvania 15222

6. The full name and business address of the current beneficiary of record of the Deed of Trust is:

PNC Bank, National Association  
249 Fifth, Pittsburgh, Pennsylvania 15222

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

Ocwen Loan Servicing, LLC  
1100 Virginia Drive, Suite 175  
Fort Washington, PA 19034

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

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by 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 containing the following information: (I) the amount of payment required to make good the deficiency in performance or payment, avoid the exercise of the power of sale and reinstate the underlying obligation or debt, as of the date of the statement; (II) the amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; and (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

10. The borrower or obligor may utilize the following toll-free telephone number to inquire about the default, obtain the most current amounts due, and receive a recitation of the information contained in this Affidavit: 800-850-4622.



11. Pursuant to my review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Date Recorded: 08/15/2012  
Record Number: 0807471  
Assignee Name: Residential Funding Company, LLC fka  
Residential Funding Corporation

Date Recorded: 05/16/2013  
Record Number: 823688  
Assignee Name: PNC Bank, National Association

Dated this 18 day of July, 2013.

The following is the true and correct signature of the affiant:

Affiant Signature: Jaime M. Sperbeck 7/18/13

Print Name: Jaime M. Sperbeck

Title: Authorized Signer  
Ocwen Loan Servicing, LLC, servicing  
agent for PNC Bank, National Association

Sworn to and subscribed before me.  
this 18 day of July, 2013

Lisa Howlin Thomas  
Notary Public, State of Pennsylvania  
County of Montgomery

Commissioned Name of Notary Public Lisa Howlin Thomas  
My Commission Expires May 8, 2016

