

DOC # 829980
09/03/2013 03:14PM Deputy: AR
OFFICIAL RECORD
Requested By:
First American National De
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: \$217.00
BK-913 PG-259 RPTT: 0.00



A.P.N.: 1320-32-713-019
WHEN RECORDED MAIL TO:
MILES, BAUER, BERGSTROM & WINTERS, LLP
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052
(702) 369-5960

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

TS No.: 13-NV0270
Order No.: 8330238

Pursuant to A.B. 140 section (4) property address is:
1179 COTTONWOOD ST. UNIT #1
GARDNERVILLE, NV 89410

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS NO
SOCIAL SECURITY NUMBER CONTAINED IN THIS DOCUMENT

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

NOTICE IS HEREBY GIVEN THAT: PATERNO C. JURANI, ESQ. is the duly appointed Trustee under a Deed of Trust dated March 25, 2009, executed by ROBERT M. ATEN, A WIDOWER, as trustor in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR GREATER NEVADA MORTGAGE SERVICES, recorded March 30, 2009, under Instrument No. 740469, of Official Records in the office of the County recorder of DOUGLAS County, Nevada, securing, among other obligations.

Including ONE (1) NOTE(S) FOR THE ORIGINAL sum of \$140,000.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by GREATER NEVADA MORTGAGE SERVICES; 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 AND INTEREST WHICH BECAME DUE ON April 1, 2013 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS AND ATTORNEY FEES, IF ANY.

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.

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.

If you are the borrower/homeowner whose principal residence is the subject of this notice, you may contact GREATER NEVADA MORTGAGE at [775-888-6999](tel:775-888-6999) to discuss the possibility of negotiating a loan modification;

You can contact your United States Department of Housing and Urban Development local housing counseling agency at Las Vegas Field Office, 300 S. Las Vegas Blvd., Suite 2900, Las Vegas, NV 89101-5833 at (702) 366-2100, Fax (702) 388-6244 to discuss options that may be available to you.



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Please complete the attached "Mediation Request Statement Form" wherein you may indicate your election to enter into or waive mediation. Upon completion of this form, please return it to the trustee and to the court by certified mail, return receipt requested, not later than 30 days after you receive this notice. Enclosed is a self addressed envelope addressed to the trustee, and one envelope addressed to the Administrative Office of the Courts. If you waive your election to mediation or fail to return this form to the trustee by certified mail, the trustee will proceed with the foreclosure sale, and no mediation will be required.

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, or in the case of owner-occupied housing, no later than 5 days before the date of sale, 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.

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

MILES, BAUER, BERGSTROM & WINTERS, LLP
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052
Phone: (702) 369-5960
Fax: (702) 942-0411

Dated: August 29, 2013


PATERNO C. JURANI, ESQ., AS TRUSTEE

By: 
Paterno C. Jurani, Esq.

State of NEVADA
County of CLARK

On August 29th, 2013 before me, Sara Simmons*, Notary Public, personally appeared as **Paterno C. Jurani, Esq.**, personally known to me (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 he executed the same in his authorized capacity, and that by his 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  (Seal)
Notary Public in and for said County and State





A.P.N.: 1320-32-713-019
RECORDING REQUESTED BY:
MILES, BAUER, BERGSTROM & WINTERS, LLP

WHEN RECORDED MAIL TO:
GREATER NEVADA MORTGAGE
4070 Silver Sage Dr.
Carson City, NV 89701

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AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE IN SUPPORT
OF NOTICE OF DEFAULT PURSUANT TO NRS 107.080

The Undersigned hereby states, under the penalty of perjury, based on direct, personal knowledge or on personal knowledge acquired by a 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, which business records meet the standards set forth in NRS 51.135, the following:

The current Trustee, who has authority to exercise the power of sale against the real property located at **1179 Cottonwood Street, Unit #1, Gardnerville, NV 89410**, is

Paterno C. Jurani, Esq.
2200 Paseo Verde Pkwy., Suite 250
Henderson, NV 89052

The current holder of the note executed by ROBERT M. ATEN, A WIDOWER, which note is secured by the real property located at 1179 Cottonwood Street, Unit #1, Gardnerville, NV 89410, is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE with a business address of 4070 Silver Sage Dr., Carson City, NV 89701. The current beneficiary of the deed of trust securing the note with the real property located at 1179 Cottonwood Street, Unit #1, Gardnerville, NV 89410, is GREATER NEVADA MORTGAGE with a business address of 4070 Silver Sage Dr., Carson City, NV 89701. The current servicer of the note referenced above is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE with a business address of 4070 Silver Sage Dr., Carson City, NV 89701.

The beneficiary of the deed of trust identified above, the successor in interest of the beneficiary or the Trustee identified above is in actual or constructive possession of the note referenced above or the beneficiary or its successor in interest or the trustee is entitled to enforce the obligation or debt secured by the deed of trust as the holder of the instrument, the nonholder in possession of the instrument with rights of the holder, or is entitled to enforce the instrument pursuant to a court order.

The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the deed of trust or the trustee, or an attorney representing any of the referenced persons, has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of (1) 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 terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement; (2) the amount in default;



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(3) the principal amount of the obligation or debt secured by the deed of trust; (4) the amount of accrued interest and late charges; (5) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; and (6) contact information for obtaining the most current amounts due including the local or toll-free telephone number that the borrower may call to receive most current amounts due and a recitation of the information in this affidavit.

The local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive information on the current amounts due and information contained in this affidavit is 800-526-6999.

The deed of trust at issue herein was originally recorded on March 30, 2009 as Instrument No. 740469 in the public records of DOUGLAS County, Nevada. The name of each assignee for each recorded assignment of the deed of trust is hereby stated pursuant to: the direct, personal knowledge of the affiant; or the personal knowledge which the affiant acquired by a 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; or information contained in the records of the recorder of the county in which the property is located; or the title guaranty or title insurance issued by a title insurer or title agent.

| Recorded Date | Recording Number | Name of Assignor (From) | Name of Assignee (To) |
|---------------|------------------|----------------------------|----------------------------------|
| 10/28/2010 | 773086 | MERS as Nominee for Lender | Greater Nevada Mortgage Services |

The beneficiary or its successor in interest or the servicer of the obligation or debt secured by the deed of trust has instructed the Trustee to exercise the power of sale with respect to the property located 1179 Cottonwood Street, Unit #1, Gardnerville, NV 89410.

Dated: 7-26-13

GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE

By: _____

Stacy Kennedy, Loan Services Manager

STATE OF NEVADA
COUNTY OF CARSON CITY

On 7-26-13 before me, Becky L. Butler Notary Public, personally appeared Stacy Kennedy, personally known to me (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 Becky L. Butler (Seal)

