

DOC # 830101  
09/05/2013 04:03PM Deputy: AR  
OFFICIAL RECORD  
Requested By:  
Servicelink Irvine  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$219.00  
BK-913 PG-918 RPTT: 0.00

APN: 1420-08-210-047

**WHEN RECORDED MAIL TO:**

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

TS No.: 004139-NV  
Loan No.: \*\*\*\*\*9909



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 **10/15/2004**, executed by **GERALD COHEN AND BARBARA COHEN, TRUSTEES OF THE GERALD JERRY AND BARBARA COHEN LIVING TRUST AGREEMENT DATED JULY 10, 2002**, as trustor in favor of **FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B.**, recorded **11/8/2004**, under instrument no. **0628693**, in book **1104**, page **3451**, 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 **\$385,500.00**, 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 5/10/2013, 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.



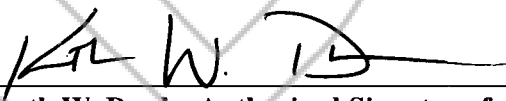
Property Address: **996 SUNNYCREST DRIVE  
CARSON CITY, NV 89705**

**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: 9/4/2013

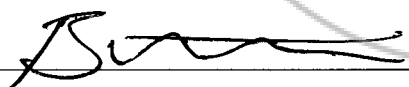
**CLEAR RECON CORP.**

By:   
**Kenneth W. Deede, Authorized Signatory for Trustee**

State of California }ss  
County of San Diego }

On **September 4, 2013** before me, **Brett Taylor Wray** Notary Public, personally appeared **Kenneth W. Deede** 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. 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)









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:

10/06/2009      0751773, Book 1009, Page      Mortgage Electronic Registration Systems,  
Date                      1042    Inc. ("MERS"), a Delaware Corporation, Its  
   Document Instrument Number                      Successors or Assigns, as Nominee for  
      Financial Freedom Acquisition LLC  
      Name of Assignee

07/30/2013      828066, Book 713, Page 7901      OneWest Bank, FSB  
Date                      Document Instrument Number                      Name of Assignee

Dated this \_\_\_\_\_ day of AUG 27 2013, 20\_\_\_\_.

One West Bank, FSB

Signed By: \_\_\_\_\_  
*[Handwritten Signature]*

Print Name: Melissa Alexander

State of Texas  
County of Travis

Sworn to and subscribed before me on the \_\_\_\_\_ day of AUG 27 2013, \_\_\_\_\_, by  
Melissa Alexander

(Personalized Seal)

*[Handwritten Signature]*  
Notary Public's Signature

