

DOC # 830598
09/16/2013 09:35AM Deputy: AR
OFFICIAL RECORD
Requested By:
Trustee Corps / Pacific Co:
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$218.00
BK-913 PG-2978 RPTT: 0.00

APN 1220-16-310-018

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
3571 Red Rock St., Ste B
Las Vegas, NV 89103



TS No. NV09000545-12-1S

TO No. 55011434

Commonly known as: 1271 REDWOOD CIR APT 2, GARDNERVILLE, NV 89460-8820

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

NOTICE IS HEREBY GIVEN THAT: MTC FINANCIAL INC. dba TRUSTEE CORPS is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of April 19, 2007, executed by NORMAN K WHITNEY, A MARRIED MAN AS HIS SOLE & SEPARATE PROPERTY as Trustor, to secure obligations in favor of COUNTRYWIDE HOME LOANS, INC. the original Lender and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as the original Beneficiary as nominee for Lender, its successors and/or assigns and recorded April 30, 2007 as Instrument No. 0700150 in Book 0407, on Page 9766 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$134,500.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON August 1, 2010 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED 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.



TS No. NV09000545-12-1S

TO No. 55011434

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 the statutory period set forth in Section NRS 107.080, 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:

BANK OF AMERICA, N.A.
c/o TRUSTEE CORPS
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No.: 949-252-8300

Dated: September 16, 2013

TRUSTEE CORPS
as Duly Appointed Successor Trustee

Phally Eng
By: Phally Eng, Authorized Signatory

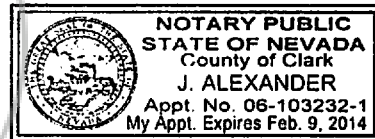
State of NEVADA
County of CLARK

This instrument was acknowledged before me on
2013, by PHALLY ENG.

September 16,

J. Alexander
Notary Public Signature

J. ALEXANDER
Printed Name



My Commission Expires: 2014

Trustee Corps may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



{26817582;1}

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

Borrowers Identified in Deed of Trust:

Trustee Address:

NORMAN K. WHITNEY

17100 Gillette Ave
Irvine, CA 92614

Property Address:

Deed of Trust Document Instrument Number:

1271 REDWOOD CIR APT 2
GARDNERVILLE, NV 89460-8820

0700150 Book 0407 Page 9766

STATE OF TEXAS)

COUNTY OF DALLAS) ss:

The affiant, STEPHEN ALLEN JOHNSON, being first duly sworn upon oath, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder; and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, and under penalty of perjury attests that I am an authorized representative of the beneficiary or trustee of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

I further attest, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder; and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, and under penalty of perjury, to the following information, as required by Section 107.080(2)(c) of the Nevada Revised Statutes:

1. I have personal knowledge of Bank of America, N.A.'s procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept by Bank of America, N.A. in the course of regularly conducted business activity; and it is the regular practice of Bank of America, N.A. to make such records. I have reviewed certain business records of Bank of America, N.A. concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Bank of America, N.A. as they have been kept by Bank of America, N.A. in the course of regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based solely on my review of those business records; information contained in the records of the county recorder; and the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada.



{26817582;1}

2. The full name and business address of the trustee or the trustee's representative or assignee is:

<u>MTC Financial Inc. dba Trustee Corps</u>	<u>17100 Gillette Ave</u>
Full Name	Street, City, State, Zip
	<u>Irvine, CA 92614</u>

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

<u>Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP</u>	<u>400 National Way</u>
Full Name	Street, City, State, Zip
	<u>CA6-919-01-09</u>
	<u>Simi Valley, CA 93065</u>

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

<u>Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP</u>	<u>400 National Way</u>
Full Name	Street, City, State, Zip
	<u>CA6-919-01-09</u>
	<u>Simi Valley, CA 93065</u>

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

<u>Bank of America, N.A.</u>	<u>400 National Way</u>
Full Name	Street, City, State, Zip
	<u>CA6-919-01-09</u>
	<u>Simi Valley, CA 93065</u>

3. The full name of every prior assignee under each recorded assignment of the deed of trust, is:

<u>BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP</u>
Full Name
<u>January 25, 2010</u>
Recordation Date
<u>757674</u>
Instrument Number

4. 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.

5. 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.



{26817582;1}

6. The beneficiary, its successor in interest or 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 of:

- a. The amount in default;
- b. 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;
- c. A good faith estimate of all fees imposed in connection with the exercise of power of sale;
- d. The principal amount of the obligation or debt secured by the Deed of Trust;
- e. The amount of accrued interest and late charges;
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (7) below.

7. The obligor or borrower of the obligation or debt may call 1-866-467-8090 to receive the most current amounts due and a recitation of the information contained in this affidavit.

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

Stephen A. Johnson

Signature

STEPHEN ALLEN JOHNSON

Print

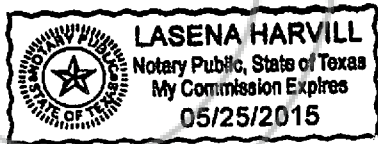
ASSISTANT VICE PRESIDENT

Title

SEPTEMBER 5, 2013

Date

SWORN TO and subscribed before me this 5 day of SEPTEMBER,
 2013, by STEPHEN ALLEN JOHNSON
 as an ASSISTANT VICE PRESIDENT of Bank of America, N.A.
 He/she () is personally known to me or (✓) produced drivers license
 as identification.



Lasena Harvill

Notary Public

My commission expires: 5/25/15