

DOC # 831168  
09/24/2013 01:41PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
Premier American Title  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$220.00  
BK-913 PG-5753 RPTT: 0.00



RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 13-31518-BA-NV  
Title Order No. : 61302351

APN: 1318-23-810-091

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST  
IMPORTANT NOTICE**

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION**, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 06/02/2009, executed by Lawrence Diegel, An Unmarried Man, And Pei-Ling Hwu, An Unmarried Woman, Both Single Persons, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Seattle Mortgage Company, A Washington Corporation, it's successors and assigns as beneficiary recorded 06/05/2009 as Instrument No. 744611 Book 609 Page 1926 (or Book, Page) of the Official Records of DOUGLAS County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$449,735.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of :

The installments of principal and interest which became due on 10/01/2011 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.



Notice of Default and Election to Sell Under Deed of Trust  
NDSC File No.: 13-31518-BA-NV  
Page 2

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but you must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Bank of America, N.A.  
c/o National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)

Contact the following number to discuss Loan Modification Options: (866) 445-7271 Ext. 5220  
[mediation.referrals@bankofamerica.com](mailto:mediation.referrals@bankofamerica.com)

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 196 JUNIPER DRIVE , STATELINE NV 89449

If you have any questions, you should contact a lawyer or the governmental agency which may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.



Notice of Default and Election to Sell Under Deed of Trust  
NDSC File No.: 13-31518-BA-NV  
Page 3

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated : 9-24, 2013

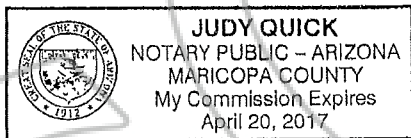
National Default Servicing Corporation, As Trustee for Bank of America, N.A.

Helen Rayburn  
By: Helen Rayburn, Trustee Sales Processor

State of: Arizona  
County of: Maricopa

On 9-24, 2013, before me, the undersigned, a Notary Public for said State, personally appeared Helen Rayburn personally known to me be (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 Judy Quick

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**





T.S. No: 13-31518-BA-NV

APN: 1318-23-810-091

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.

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

<u>National Default Servicing Corporation</u>	7720 N. 16th Street, Suite 300
Full Name	Phoenix AZ 85020
	Street, City, County, State, Zip

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

<u>Bank of America, National Association</u>	1800 Tapo Canyon Road
Full Name	Mail Code: CA6-914-01-65
	Simi Valley, CA 93063
	Street, City, County, State, Zip

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

<u>Bank of America, National Association</u>	1800 Tapo Canyon Road
Full Name	Mail Code: CA6-914-01-43
	Simi Valley, CA 93063
	Street, City, County, State, Zip

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>	1800 Tapo Canyon Road
Full Name	Mail Code: CA6-914-01-65
	Simi Valley, CA 93063
	Street, City, County, State, Zip



T.S. No: 13-31518-BA-NV  
APN: 1318-23-810-091

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

02/17/2012      797446      Bank of America N. A. successor by merger to  
BAC Home Loans Servicing, LP FKA Countrywide  
Home Loans Servicing, LP

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.

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.



T.S. No: 13-31518-BA-NV  
APN: 1318-23-810-091

- 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.
- 8. The following is the true and correct signature of the affiant:

Michael Heath

Signature

Michael D Heath

Print

Assistant Vice President (AVP)

Title

9/18/13

Date

SWORN TO and subscribed before me this 18<sup>th</sup> day of September, 20 13, by  
Michael D. Heath, as an AVP of  
 Bank of America, N.A.  he/she ( ) is personally known to me or  produced  
Driver's License as identification.

Ronald Hignutt

Notary Public

My commission expires: August 28, 2017

