APN No.(s): 1420-07-411-005 Recording requested by: First American Title Ins Co. When recorded mail to: Quality Loan Service Corporation 2141 5th Avenue San Diego, CA 92101 619-645-7711 DOC # 831382

09/27/2013 03:10PM Deputy: AR
OFFICIAL RECORD
Requested By:
First American National Deputy: American Nationa

TS No.: NV-13-593989-AL

Space above this line for recorders use only

Order No.: 8354517

Property Address: 3429 BASALT DRIVE, CARSON CITY, NV 89705

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That Quality Loan Service Corporation is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated 4/20/2007, executed by LISA L JOHNSON, AN UNMARRIED WOMAN, as Trustor, to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC, as beneficiary, recorded 4/30/2007, as Instrument No. 0700141, of Official Records in the Office of the Recorder of DOUGLAS County, Nevada securing, among other obligations including 1 NOTE(S) FOR THE ORIGINAL sum of \$101,500.00, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; 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 7/1/2010, 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's fees, 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. This amount owed will increase until your account becomes current. 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.

The present Beneficiary under such Deed of Trust 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.

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Notice of Default

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

BANK OF AMERICA, N.A. c/o Quality Loan Service Corporation 2141 5th Avenue San Diego, CA 92101 619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

Bank of America, N.A.

Contact:

ROSEMARY BARE

Department:

Loss Mitigation Department

Phone:

(800) 669-6650

Toll Free:

(800) 669-6650

Email:

Mediation referrals@countrywide.com

Attached hereto 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 following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Washoe County Dept. of Senior Services, 775-328-2592, http://www.washoecounty.us/seniorsrv/legal.htm; and Southern Nevada Regional Housing Authority, 702-922-7052, http://www.snvrha.org. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: http://portal.hud.gov/portal/page/portal/HUD/localoffices.

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.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Please be advised Quality Loan Service Corp. is not a debt collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction. Should a subsequent determination be made that this company is a debt collector as that term is defined within any act, then you are hereby notified that any information obtained will be used for the purpose of collecting a debt.

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Dated: SEP **2 6** 2013

Quality Loan Service Corporation, as Trustee

By: Rachel C. Hamburg, Assistant Secretary

State of: California)

) ss.

County of: San Diego)

9.26.13 JANETH SALAS AGUILAR before me, a notary public, C. Hamburg, who proved to me on the basis of personally appeared Rachel satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she hey executed the same in his fier 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.

aneth

(Seal)

JANETH SALAS AGUILAR

JANETH SALAS AGUILAF COMM. #1997798 NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires **NOVEMBER 11, 2016**

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

Borrowers Identified in Deed of Trust:

LISA L JOHNSON

Trustee Address:

Ouality Loan Service Corporation

2141 Fifth Avenue San Diego, CA 92101

Property Address: 3429 BASALT DRIVE CARSON CITY, NV 89705 Deed of Trust Document Instrument Number 0700141

STATE OF <u>Yenney Nama</u>)	\
COUNTY OF) Allegheny) ss:	
A Lividali.	first duly sworn upon
oath, based on personal knowledge following a review of (1) business	
regular course of business (2) information contained in the records of	f the county
recorder; and (3) the title guaranty or title insurance issued by a title i	insurer or title agent
authorized to do business in Nevada, and under penalty of perjury atte	ests that I am an
authorized representative of the beneficiary or trustee of the deed of the	rust described in the

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:

notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

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

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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:

Quality Loan Service Corporation

2141 Fifth Avenue, San Diego, CA 92101

Full Name

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:

Bank of America N.A., successor by merger to

BAC Home Loans Servicing, LP, fka

Countrywide Home Loans

Servicing, LP Full Name

7105 Corporate Drive, Plano, TX 75024

Street, City, County, State, Zip

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

Bank of America N.A., successor by merger to

BAC Home Loans Servicing, LP, fka

Countrywide Home Loans

Servicing, LP

7105 Corporate Drive, Plano, TX 75024

Full Name

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:

Bank of America N.A.

7105 Corporate Drive, Plano, TX 75024

Full Name

Street, City, County, State, Zip

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

BAC Home Loans Servicing, LP, fka

Countrywide Home Loans

Servicing, LP

Full Name

5/20/2011

Recordation Date

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783544	
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.
- 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.

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

Signature

Mondell Kelly
Print

Assistant Victor Arresident
Title

9 25 13

Date

SWORN TO and subscribed before me this 23rd day of September, 20 3, by

Monde | Kelly, as an Access aut Victores deat of Bank
of America, N.A. (He)she () is personally known to me or () produced (N) VEYS) CONCL
as identification.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Gretchen Marie Martin, Notary Public Kennedy Township, Allegheny County My Commission Expires January 11, 2014 Notary Public

My commission expires: |-1|-14