

DOC # 831382  
09/27/2013 03:10PM Deputy: AR  
**OFFICIAL RECORD**  
Requested By:  
First American National De  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$220.00  
BK-913 PG-7032 RPTT: 0.00



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

TS No.: NV-13-593989-AL

Order No.: 8354517

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

Space above this line for recorders use only

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.



TS No.: NV-13-593989-AL  
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.snrha.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.

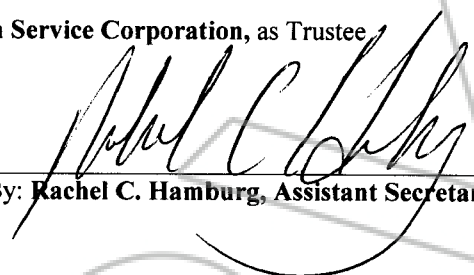
**Please be advised Quality Loan Service Corp. is not a debt collector as that term is defined pursuant to the Fair Debt Collection Practices Act within this jurisdiction. Should a subsequent determination be made that this company is a debt collector as that term is defined within any act, then you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



TS No.: NV-13-593989-AL  
Notice of Default

Dated: **SEP 26 2013**

Quality Loan Service Corporation, as Trustee

  
By: **Rachel C. Hamburg, Assistant Secretary**

State of: **California**)

) ss.

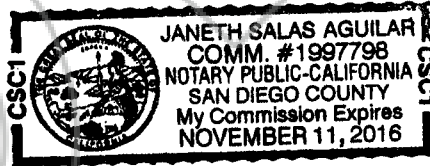
County of: **San Diego**)

On 9.26.13 before me, **JANETH SALAS AGUILAR** a notary public, personally appeared Rachel C. Hamburg, who 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. (Seal)

  
**JANETH SALAS AGUILAR**









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:

Mondell Kelly  
Signature

Mondell Kelly  
Print

Assistant Vice President  
Title

9/25/13  
Date

SWORN TO and subscribed before me this 23<sup>rd</sup> day of September, 20 13, by  
Mondell Kelly, as an Assistant Vice President of Bank  
of America, N.A.  He  she  is personally known to me or  produced drivers license  
as identification.

Gretchen Marie Martin

Notary Public

My commission expires: 1-11-14

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Gretchen Marie Martin, Notary Public  
Kennedy Township, Allegheny County  
My Commission Expires January 11, 2014