

DOC # 835594  
12/17/2013 10:35AM Deputy: AR  
OFFICIAL RECORD  
Requested By:  
Title365 Newport  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$219.00  
BK-1213 PG-2788 RPTT: 0.00

APN 1022-10-001-043

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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



TS No NV05000412-13-1  
Commonly known as: 3865 Sandstone Dr, Wellington, NV 89444

TO No. NV05000412-13-1

**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 December 30, 2008, executed by **EDMUND ENRIQUEZ AN UNMARRIED MAN**, as Trustor, to secure obligations in favor of **FINANCIAL FREEDOM SENIOR FUNDING CORPORATION** as original Beneficiary, recorded January 6, 2009 as Instrument No. 735364 in Book 109, on Page 468 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 \$315,000.00 (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 the balance of the principal sum which became due.

**THE SUBJECT DEED OF TRUST IS A REVERSE MORTGAGE THAT BECAME ALL DUE AND PAYABLE ON March 4, 2013 FOR ONE AND/OR MORE OF THE FOLLOWING BREACHES:**

- 1) WITHIN 30 DAYS OF THE DATE OF DEATH OF THE LAST SURVIVING BORROWER, BENEFICIARY HAS BEEN PRESENTED WITH SUFFICIENT EVIDENCE AND DOES HEREBY REPRESENT THAT TO THE BEST OF THEIR BELIEF AND KNOWLEDGE THE LAST SURVIVING BORROWER UNDER THE NOTE AND DEED OF TRUST IS DECEASED.**
- 2) ALL OF A BORROWER'S TITLE IN THE PROPERTY (OR HIS/HER BENEFICIAL INTEREST IN A TRUST OWNING ALL OR PART OF THE PROEPRTY) IS SOLD OR TRANSFERRED AND NO OTHER BORROWER RETAINS TITLE.**
- 3) THE PROPERTY CEASES TO BE THE PRINCIPAL RESIDENCE OF A BORROWER FOR REASONS OTHER THAN DEATH AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE OTHER BORROWER.**
- 4) AN OBLIGATION OF THE BORROWER UNDER SAID NOTE AND DEED OF TRUST WAS NOT PERFORMED.**

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

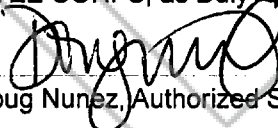
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 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:

OneWest Bank, FSB  
c/o Trustee Corps  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone: 949-252-8300 TS No: NV05000412-13-1


Dated: December 16, 2013

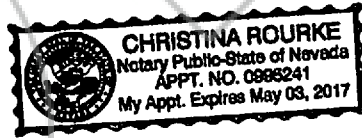
TRUSTEE CORPS, as Duly Appointed Successor Trustee

  
By: Doug Nunez, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on December 16,  
2013, by DOUG NUNEZ.

  
Notary Public Signature  
Christina Fourke  
Printed Name



My Commission Expires: 5/3/17

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.



TS No: NV05000412-13  
APN: 1022-10-001-043

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

Property Owners(s):

Trustee Address:

Edmund Enriquez

17100 Gillette Ave  
Irvine, CA 92614

Property Address:

Deed of Trust Document Instrument Number:

3865 Sandstone Dr  
Wellington, NV 89444

735364 Book 109 Page 468

STATE OF Texas )

COUNTY OF Travis )

ss:

The affiant, James Mosley, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or the authorized representative of the beneficiary or trustee, of the "reverse mortgage" deed of trust recorded as instrument number 735364 Book 109 Page 468

I am a(n) Assistant Secretary of OneWest Bank, FSB ("OneWest"). In the regular performance of my job functions, I am familiar with business records maintained by OneWest for the purpose of servicing mortgage loans and I have personal knowledge of the operation of and the circumstances surrounding the preparation, maintenance, and retrieval of records in OneWest's record keeping systems. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by OneWest. It is the regular practice of OneWest's mortgage servicing business to make these records. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by personally examining these business records.

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

1(a). The full name and business address of the current trustee, or the current trustee's representative or the assignee is:

MTC Financial Inc. dba Trustee Corps  
Full Name

17100 Gillette Ave  
Irvine, CA 92614  
Street, City, State, Zip



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1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is:

<u>OneWest Bank, FSB</u>	<u>2900 ESPERANZA CROSSING AUSTIN, TX 78758</u>
Full Name	Street, City, State, Zip

1(c). The full name and business address of the current beneficiary of record of the Deed of Trust is:

<u>OneWest Bank, FSB</u>	<u>2900 ESPERANZA CROSSING AUSTIN, TX 78758</u>
Full Name	Street, City, State, Zip

1(d). The full name and business address of the servicer(s) of the obligation or debt secured by the Deed of Trust is:

<u>Financial Freedom, a division of OneWest Bank, FSB</u>	<u>2900 ESPERANZA CROSSING AUSTIN, TX 78758</u>
Full Name	Street, City, State, Zip

2. 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 OR The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust is entitled to enforce the obligation or debt secured by the Deed of Trust.

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.



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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.

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:

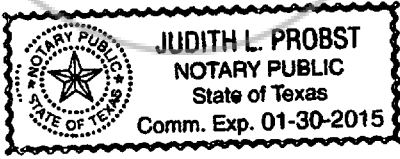
<u>01/06/2009</u>	<u>735364 Book 109 Page 468</u>	<u>FINANCIAL FREEDOM SENIOR FUNDING CORPORATION</u>
Date	Document Instrument Number	Name of Original Beneficiary
		<u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC</u>
<u>10/07/2009</u>	<u>0751875</u>	<u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC</u>
Date	Document Instrument Number	Name of Assignee
<u>11/15/2013</u>	<u>833956</u>	<u>ONEWEST BANK, FSB</u>
Date	Document Instrument Number	Name of Assignee

Dated this        day of        **DEC 10 2013**, 2013.

OneWest Bank, FSB  
Signed By: *James Mosley*  
Print Name: James Mosley

State of Texas  
County of Travis

Sworn to and subscribed before me this        day of        **DEC 10 2013**,  
2013 by *James Mosley*.



*Judith L. Probst*  
Notary Public's Signature



Borrower(s): **Enriquez, Edmund**  
Property Address: **3865 Sandstone Dr Wellington, NV 89444**

T.S No:

**DECLARATION OF COMPLIANCE**  
(SB321 Section11)

The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

1.  The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to SB 321 Section 11(1)(b).
2.  The mortgage servicer tried with due diligence to contact the borrower pursuant to SB 321 Section 11(5) in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since the due diligence requirements set forth in SB 321 Section 11(5) were satisfied.
3.  No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to SB 321 Section 3. The borrower is:
  - an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent;
  - an individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4.  The requirements set forth in SB 321 Section 11 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by SB 321 Section 7. (A residential mortgage loan as defined by SB 321 Section 7 is a loan primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086).

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Date: November 29, 2013

OneWest Bank, (d/b/a Financial Freedom, a division of  
OneWest Bank, FSB)

By: Ken Fleming

Title: Maturities Administrator