

DOC # 837994  
02/07/2014 02:25PM Deputy: PK  
OFFICIAL RECORD  
Requested By:  
LSI Title Agency Inc.  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$220.00  
BK-214 PG-1087 RPTT: 0.00



APN No.(s): 1122-00-002-030  
Recording requested by:

When recorded mail to:  
Quality Loan Service Corporation  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711

TS No.: NV-13-563047-JB  
Order No.: 130116714-NV-MSO  
Property Address: 1001 SPATTER CONE RD, WELLINGTON, NV 89444

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 **12/5/2006**, executed by **MARK MORGAN AND DAWN S MORGAN**, HUSBAND AND WIFE, as Trustor, to secure certain obligations in favor of **WELLS FARGO BANK, N.A.**, as beneficiary, recorded **12/18/2006**, as **Instrument No. 0691025, Book 1206, Page 6605**, 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 **\$230,000.00**, 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 2/1/2013, 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-13-563047-JB**  
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:**

**Wells Fargo Bank, 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:**

**WELLS FARGO BANK N.A.**  
**Contact:** Chandra Tafolla  
**Department:** Foreclosure Diversion Assistance Program  
**Toll Free:** 1-800-662-5014  
**Email:** Chandra.Tafolla@wellsfargo.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-13-563047-JB**  
Notice of Default

Dated: **FEB 06 2014**

**Quality Loan Service Corporation, as Trustee**

By: **Reina Isip, Assistant Secretary**

State of: **California**)

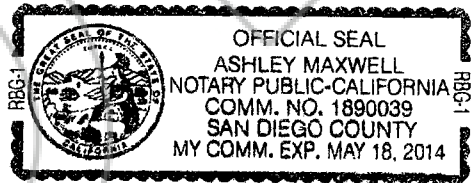
) ss.

County of: **San Diego**)

On **FEB 06 2014** before me, **Ashley Maxwell** a notary public,  
personally appeared **Reina Isip**, 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)

  
\_\_\_\_\_  
**Ashley Maxwell**





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

Full Name ("Beneficiary")	Street, City, State, Zip
Wells Fargo Bank, N.A.	3476 Stateview Blvd Fort Mill, SC 29715

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

Full Name	Street, City, State, Zip
Wells Fargo Bank, N.A.	3476 Stateview Blvd Fort Mill, SC 29715

7. Beneficiary, directly or through an agent, has possession of the Promissory Note.

8. Upon information and belief, the beneficiary, the trustee, the servicer of the obligation or debt secured by the Deed of Trust and/or an attorney representing the beneficiary, the trustee, or the servicer of the obligation or debt secured by the Deed of Trust, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) 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 underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where the obligor or borrower of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this Affidavit.

9. The borrower or obligor may utilize the following toll-free telephone number to inquire about the most current amounts due and receive a recitation of the information contained in this Affidavit: 866-605-0829.



10. Pursuant to my review of the relevant business records and/or the records of the county recorder where the subject real property is located and/or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
N/A	N/A	N/A	N/A

Tarra S. Singletary – Vice President Loan Documentation  
Wells Fargo Bank, NA  
12/02/13

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

The foregoing instrument was sworn to and subscribed before me this 2<sup>nd</sup> day of December, 2013, by Tarra S. Singletary, who is personally known to me.

Pa Choua Vang

PA CHOUA VANG  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
July 24, 2018

NOTARY PUBLIC, State of North Carolina

My commission expires: 7/24/2018



**NEVADA DECLARATION OF COMPLIANCE**  
**NV SB 321 (2013) Sec. 11**

Borrower(s): MARK MORGAN  
DAWN S MORGAN

Property Address: 1001 SPATTER CONE RD  
WELLINGTON NV 89444

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1.  The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and to explore options for the borrower to avoid foreclosure as required by SB 321 (2013) Sec. 11(2).
2.  The mortgage servicer has tried with due diligence to contact the borrower as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence.
3. The requirements of SB 321 (2013) Sec. 11 does not apply because:
  - a.  The mortgage servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
  - b.  The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
  - c.  The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is 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).
  - d.  Pursuant to SB 321 (2013) Sec. 7 because the property is not "owner-occupied" real property (as defined in N.R.S. § 107.086).
  - e.  The default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

Wells Fargo Bank, N.A.

By: Micaela D Hayes  
 Name: Micaela D Hayes  
 Title: VP of Loan Documentation  
 Date: 02/04/2014