

DOC # 840002

03/25/2014 01:16PM Deputy: PK

OFFICIAL RECORD

Requested By:

LSI Title Agency Inc.

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 7 Fee: \$220.00

BK-314 PG-4317 RPTT: 0.00



APN 1220-22-110-036

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

TS No. NV09003739-10-1

TO No. 100412315-NV-LPO

Commonly known as: 752 LONG VALLEY RD, GARDENERVILLE, NV 89460

**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 August 18, 2003, executed by **KEN J GONZALES AND SANDRA GONZALES HUSBAND AND WIFE**, as Trustor, to secure obligations in favor of **NATIONAL CITY MORTGAGE CO DBA ACCUBANC MORTGAGE** as original Beneficiary, recorded August 28, 2003 as Instrument No. 0588172 in Book 0803, on Page 16255 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 \$265,500.00 (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 payments which became due April 1, 2010 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

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:

PNC Bank, N.A., Successor in Interest to National City Real Estate Services, LLC SBM to
National City Mortgage, Inc. FKA National City Mortgage Co. DBA Accubanc Mortgage
c/o TRUSTEE CORPS
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300 TS No: NV09003739-10-1

Dated: March 24, 2014

MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee

By: Douglas Nunez, Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on March 24
2014, by DOUGLAS NUNEZ.

Notary Public Signature

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: NV09003739-10
APN: 1220-22-110-036

2(d). The full name and business address of the current servicer for the Loan is PNC Bank, National Association, which is located at 3232 Newmark Drive, Miamisburg, OH 45342.

3. PNC Bank is in either actual or constructive possession of the Note secured by the Deed of Trust.

4. PNC Bank has instructed the trustee to exercise the power of sale with respect to the property.

5. PNC Bank or the trustee has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:

5(a). 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;

5(b). The amount in default;

5(c). The principal amount of the obligation or debt secured by the Deed of Trust;

5(d). The amount of accrued interest and late charges;

5(e). A good faith estimate of all fees imposed in connection with the power of sale; and

5(f). Contact information for obtaining the most current amounts due and a toll-free telephone number that 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.

6. Based on my review of PNC Bank's business records as described in paragraph 1, the original beneficiary of the Deed of Trust was National City Mortgage Co dba Accubanc Mortgage. Based on my review of PNC Bank's business records as described in paragraph 1, the Deed of Trust was subsequently assigned as follows: NONE.

7. The obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at 800-367-9305.

8. Following is the true and correct signature of the affiant.



TS No: NV09003739-10
APN: 1220-22-110-036

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on January 23, 2014.

Angela Boddie
Print Name/Title Authorized Signer
Angela Boddie
Signature

State of OHIO
County of MONTGOMERY

Subscribed and sworn to before me this 23 day of January, 2014.

Keisha Albert
Notary Public

My Commission expires August 29, 2017



KEISHA ALBERT
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 29, 2017
Recorded in
Montgomery County



**DECLARATION OF MORTGAGE SERVICER
(NRS § 107 (SB 321/HOBR Sec. 11(6)))**

Borrower(s): KEN J GONZALES AND SANDRA GONZALES HUSBAND AND WIFE
Mortgage Servicer: PNC Bank, National Association
Property Address: 752 LONG VALLEY RD, GARDENERVILLE, NV 89460
Trustee Sale No.: NV09003739-10-1

The undersigned, an Authorized Signer of PNC Bank, National Association (PNC), based on my review of PNC s business records, declares as follows.

PNC contacted the borrower by telephone or in-person on the following date:

During PNC s contact with the borrower(s) on the listed date, PNC did all of the following: (1) advised the borrower that he or she has the right to request a subsequent meeting that, if requested, must be scheduled within 14 calendar days after the request, (2) assessed the borrower s financial situation and explored modification options, and (3) provided the toll free number made available by the United States Department of Housing and Urban Development for purposes of requesting a certified housing counselor.

At least thirty days have passed since _____

Handwritten mark resembling a stylized 'P' or 'D' with a checkmark.

PNC has tried with due diligence to contact the borrower(s), but did not make contact with the borrower(s).

PNC s due diligence included PNC sending a letter to the borrower(s) by first-class mail on 10-10-2013.

PNC also sent a letter to the borrower by certified mail, return receipt requested, on 1-30-2014.

Both the first-class mail and certified mail letters included a statement to the borrower of his or her right to discuss foreclosure prevention alternatives and provided the toll free number made available by the United States Department of Housing and Urban Development for purposes of requesting a certified housing counselor.

At least thirty (30) calendar days have passed since 1-30-2014.

Subsequent to mailing the first-class letter described in the preceding paragraph, PNC attempted to contact the borrower(s) by telephone by calling all telephone numbers the borrower(s) gave PNC consent to call on the following dates and times:

- 11-21-2013 Tel Residence unable to CM 8:21pm
- 11-20-2013 Tel Residence unable to CM 8:15pm EST
- 10-16-2013 Tel Residence 4pm on Recorder 7:52pm



[] Subsequent to mailing the first-class letter, PNC attempted to contact the borrower(s) by telephone by calling all telephone numbers the borrower(s) gave PNC consent to call, but the number(s) did not connect because the line(s) were disconnected.

- The financial institution on whose behalf the foreclosure is being brought, reports to PNC that it is an institution regulated by the State of Nevada that foreclosed on 100 or fewer real properties which constitute owner-occupied housing as defined in NRS § 107.086 during the institution's immediately preceding annual reporting period.
- The loan was not made for personal, family, or household residential purposes.
- Borrower(s) surrendered the property and confirmed his/her surrender in writing and/or delivered the keys to the property to PNC, the Trustee, or their agents authorized to receive such documentation and/or keys.

In light of the foregoing, as indicated by the checked boxes, PNC, the mortgage servicer of the loan, authorizes the trustee to submit a Notice of Default.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

PNC Bank, National Association

Dated: 3-10-2014

By: *Angela Boddie*

Name (Print): Angela Boddie

Title (Print): Authorized Signer