

DOC # 840317
03/28/2014 02:45PM Deputy: AR
OFFICIAL RECORD
Requested By:
LSI Title Agency Inc.
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$221.00
BK-314 PG-5538 RPTT: 0.00



Recording requested by:
LSI Title Company
When Recorded Mail To:
**BARRETT DAFFIN FRAPPIER TREDER &
WEISS, LLP**
15000 Surveyor Boulevard, Suite 500
Addison, Texas 75001-9013
APN #: 1318-23-710-033
Property Address:
380 SHERWOOD DRIVE
STATELINE, NEVADA 89449



DFF20120159902634

Space above this line for Recorder's use only

The undersigned hereby affirms that there is no social security number contained in this document (Per NRS 239B.030)

Trustee Sale No. : 20120159902634

Title Order No.: 120282160

IMPORTANT NOTICE
NOTICE OF BREACH AND ELECTION TO SELL UNDER
DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP is the duly appointed Trustee, under a Deed of Trust dated 05/24/2004, executed by GREGORY L WILLIAMS AND SHARON L WILLIAMS, as Trustor to secure certain obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) under a Deed of Trust, Recorded on 05/28/2004 as Instrument No. 0614709, Book No. 0504 and Page No. 15747 of Official Records in the office of the County recorder of DOUGLAS County, State of Nevada securing, among other obligations, one (1) note(s) for the Original sum of \$437,500.00.

That a breach of the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 5/1/2012 AND ALL SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES, IF ANY.

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.

NOTICE

You may have the right to cure the default herein and reinstate the obligation secured by said Deed of Trust above



**IMPORTANT NOTICE
NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST**

Trustee Sale No. : **20120159902634**

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described. Section 107.080 NRS permits certain defaults to be cured upon the payments 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 statutory period set forth in section 107.080 NRS, the right of reinstatement will terminate and the property may thereafter be sold.

Pursuant to the attached Affidavit, 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.

HUD approved local Counseling Agency: HOUSING OF NEVADA
(877)649-1335

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, contact:

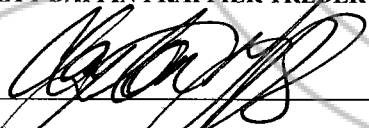
ONEWEST BANK N.A.
c/o BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
15000 Surveyor Boulevard, Suite 500
Addison, Texas 75001-9013
(855) 286-5901

To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact;

ONEWEST BANK N.A.
Attn: Brad Brumley
2900 ESPERANZA CROSSING
AUSTIN, TX 78758
512-250-3708

DATE: 3/27/2014

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP



If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan.

Clayton Goff, Associate Attorney



**IMPORTANT NOTICE
NOTICE OF BREACH AND ELECTION TO SELL UNDER DEED OF TRUST**

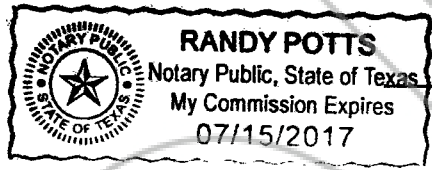
Trustee Sale No. : 20120159902634

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State of Texas
County of Dallas

Before me, Randy Potts, on this day personally appeared Clyden Goff, known to me (or proved to me on the oath of 1 or through (description of identity card or other document)) to be the person whos name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of 3, 2014.



Randy Potts
Notary Public's Signature



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Trustee Address:

15000 Surveyor Boulevard
Addison, TX 75001

Property Address:
380 Sherwood Drive
Stateline, NV 89449

Deed of Trust Document Instrument
Number
0614709

STATE OF Texas)
COUNTY OF TRAVIS) ss:

The affiant, Caryn Edwards, 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 deed of trust described in the notice of default and election to sell to which this affidavit is attached (Deed of Trust).

I am a Assistant Secretary at 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. The full name and business address of the trustee or the trustee s representative or assignee is:

Barrett Daffin Frappier Treder & Weiss LLP
Full Name

15000 Surveyor Blvd., Addison, TX 75001
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:

<u>OneWest Bank, FSB</u>	<u>888 E. Walnut St, Pasadena, CA, 91101</u>
Full Name	Street, City, County, State, Zip

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

<u>OneWest Bank, FSB</u>	<u>888 E. Walnut St., Pasadena, CA 91101</u>
Full Name	Street, City, County, State, Zip

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

<u>OneWest Bank, FSB</u>	<u>888 E. Walnut St, Pasadena, CA, 91101</u>
Full Name	Street, City, County, 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.
3. The trustee has the authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust, pursuant to the instruction of the beneficiary of record and the current holder of the note secured by the Deed of Trust.
4. Prior to the execution of this affidavit, a written statement regarding the default status of this account was sent Pursuant to NRS 107.080(2)(c)(3) to the property address and any other known addresses.



5. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary:

<u>09/10/2012</u>	<u>808769</u>	<u>Assignment of Deed of Trust</u>
Date	Document Instrument Number	Name of Document Conveying Interest of Beneficiary

(List information regarding prior instruments in the same format)

Dated this 24 day of March, 2014.

Trustee Name: Barrett Daffin Frappier Treder & Weiss, LLC

Signed By: Caryn Edwards

Print Name: Caryn Edwards Assistant Secretary

State of Texas
County of TRAVIS

MAR 24 2014

Sworn to and subscribed before me on the _____ day of _____, by [name of signer] Caryn Edwards

(Personalized Seal)

[Handwritten Signature]
Notary Public's Signature





SHARON L WILLIAMS
GREGORY L WILLIAMS

**NEVADA DECLARATION OF COMPLIANCE
(NV SB 321 (2013), Sec. 11(6))**

I, Jon Dickerson, declare and state as follows:

1. I am a Vice President with OneWest Bank N.A (“OneWest”), the servicer of the mortgage secured by the above-referenced property. I am authorized to make this declaration on behalf of 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 the mortgage servicer’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 transmitted 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 the mortgage servicer. It is the regular practice of OneWest’s mortgage servicing business to make these records. In connection with making this declaration, I have acquired personal knowledge of the matters stated herein by personally examining these business records.

2. OneWest has contacted the above-named borrower in person or by telephone to assess the borrower’s financial situation and to explore options for the borrower to avoid a foreclosure sale. OneWest advised borrower that borrower has the right to request a subsequent meeting and, if requested, OneWest must schedule the meeting to occur within 14 calendar days after the request. OneWest provided the borrower the toll-free telephone number made available by the United States Department of Housing and Urban Development to find a housing counseling agency certified by that Department.

[OR]

- The above-named borrower has designated, by written consent, a housing counseling agency certified by the United States Department of Housing and Urban Development, an attorney, or an advisor to discuss with OneWest on the borrower’s behalf, the borrower’s financial situation and options for the borrower to avoid a foreclosure sale. OneWest discussed borrower’s financial situation and options to avoid a foreclosure sale with the borrower’s designated representative.

3. OneWest has not contacted the borrower in person or by telephone, but has taken all of the following actions: (1) OneWest attempted to contact the borrower by mailing by first-class mail to the borrower a letter (the “first letter”) informing the borrower of his or her right to discuss foreclosure prevention alternatives and providing the toll-free telephone number made available by the United States Department of Housing and Urban Development to find a housing counseling agency approved by that Department; (2) after mailing the first letter, OneWest attempted to contact the borrower by telephone at the borrower’s primary telephone number on file with OneWest and either placed calls at least 3 times at different hours on different days or determined, after attempting to contact the borrower, that the borrower’s primary telephone number and any secondary telephone numbers on file with OneWest had been disconnected; (3) after the borrower did not respond to OneWest within 14 calendar days of OneWest’s third telephone call or determination that Borrower’s telephone number had been disconnected, OneWest sent borrower



SHARON L WILLIAMS
GREGORY L WILLIAMS

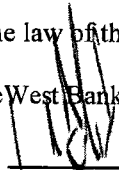
a second letter, by a process which requires a signature upon delivery, containing the same information as the first letter; (4) OneWest provided borrower a means for borrower to contact OneWest in a timely manner, including, but not limited to, a toll-free telephone number that will provide access to a live representative during business hours; and (5) OneWest posts on the home page of its Internet website a prominent link to the following information: (i) options that may be available to borrower who are unable to afford payments under a residential mortgage loan and who wish to avoid a foreclosure sale, and instructions to such borrowers advising them on steps to take to explore those options; (ii) a list of financial documents the borrower should collect and be prepared to present to the mortgage servicer when discussing options to avoid a foreclosure sale; (iii) a toll-free telephone number for borrowers who wish to discuss with the mortgage servicer options for avoiding a foreclosure sale; and (4) the toll-free telephone number made available by the United States Department of Housing and Urban Development to find a housing counseling agency certified by the department.

- 4. OneWest did not attempt to contact the borrower because:
 - a. OneWest is a bank, savings and loan association, thrift company or credit union regulated pursuant to Title 55 or 56 of the Nevada Revised Statutes that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer owner-occupied real properties located within the state of Nevada.
 - b. The above-named borrower either (1) is not a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan; (2) has surrendered the secured property as evidenced by a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust, or an authorized agent of any such person; or (3) has filed a case under 11 U.S.C. Chapter 7, 11, 12, or 13 and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay or foreclosure or trustee's sale.
 - c. The loan underlying the security interest that is the subject of this foreclosure is not a loan which is primarily for personal, family, or household use and which is secured by a mortgage or deed of trust on housing that is occupied by the above-named borrower as the borrower's primary residence.
 - d. The default event that precipitated this foreclosure was not the failure to make a payment required by a loan which is primarily for personal, family, or household use and which is secured by a mortgage or deed of trust on housing that is occupied by the above-named borrower as the borrower's primary residence.

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

Dated: 3/7/2014

OneWest Bank N.A



Jon Dickerson, Vice President