

DOC # 842554  
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OFFICIAL RECORD

Requested By:  
First American National De  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: \$217.00  
BK-514 PG-2822 RPTT: 0.00



APN: 1420-07-613-013

WHEN RECORDED MAIL TO:

Greater Nevada Mortgage  
4070 Silver Sage Drive  
Carson City, NV 89701

Attn: Kay Tarango RECORDING REQUESTED BY  
Order No.: 8435688 FIRST AMERICAN TITLE INSURANCE COMPANY

TS No.: 14NV-1575

Pursuant to A.B. 140 section (4) property address is:  
974 ADOBE DRIVE  
CARSON CITY, NV 89705

THE UNDERSIGNED HEREBY AFFIRMS THAT THERE IS NO  
SOCIAL SECURITY NUMBER CONTAINED IN THIS DOCUMENT

## NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: **PATERNO C. JURANI, ESQ.** is the duly appointed Trustee under a Deed of Trust dated **April 29, 2004**, executed by **PHILIP L. FERGUSON AND NICOLE FERGUSON, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP**, as trustor in favor of **GREATER NEVADA MORTGAGE SERVICES**, recorded **May 17, 2004** as Instrument number **0613281, Book 0504, Page 07302** of Official Records in the office of the County recorder of **Douglas** County, Nevada securing, among other obligations.

Including **ONE (1) NOTE(S) FOR THE ORIGINAL** sum of **\$280,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by **GREATER NEVADA, LLC dba GREATER NEVADA MORTGAGE fka GREATER NEVADA MORTGAGE SERVICES**; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

**INSTALLMENT OF PRINCIPAL AND INTEREST PLUS IMPOUNDS AND/OR ADVANCES WHICH BECAME DUE ON 12/1/2013 PLUS LATE CHARGES, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST, BALLOON PAYMENTS, PLUS IMPOUNDS AND/OR ADVANCES AND LATE CHARGES THAT BECOME PAYABLE.**

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.

**Greater Nevada Mortgage** services the mortgage loan on your property located at the address referenced above. You signed and executed a promissory note secured by a mortgage or deed of trust ("the security instrument") in which you agreed to repay your debt at agreed upon terms.

Because you have not fulfilled the terms of this agreement, **Greater Nevada Mortgage** intends to initiate foreclosure action on the mortgage property. The foreclosure will be conducted in the name of: **GREATER NEVADA, LLC dba GREATER NEVADA MORTGAGE** ("Noteholder").

Noteholder, directly or through an agent, has possession of the promissory note. The promissory note is either made payable to Noteholder or has been duly endorsed.

If you are the borrower/homeowner whose principal residence is the subject of this notice, you may contact **Greater Nevada Mortgage** at (775) 888-6999 to discuss the possibility of negotiating a loan modification;



T.S. No.: 14NV-1575

You can contact your United States Department of Housing and Urban Development local housing counseling agency at Las Vegas Field Office, 300 S. Las Vegas Blvd., Suite 2900, Las Vegas, NV 89101-5833 at (702) 366-2100, Fax (702) 388-6244 to discuss options that may be available to you.

Please complete the attached "Mediation Request Statement Form" wherein you may indicate your election to enter into or waive mediation. Upon completion of this form, please return it to the trustee and to the court by certified mail, return receipt requested, not later than 30 days after you receive this notice. Enclosed is a self addressed envelope addressed to the trustee, and one envelope addressed to the Administrative Office of the Courts. If you waive your election to mediation or fail to return this form to the trustee by certified mail, the trustee will proceed with the foreclosure sale, and no mediation will be required.

**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 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, or in the case of owner-occupied housing, no later than 5 days before the date of sale, 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:

**MILES, BAUER, BERGSTROM & WINTERS, LLP**  
2200 Paseo Verde Pkwy., Suite 250  
Henderson, NV 89052  
Phone: (702) 369-5960  
Fax: (702) 942-0411

Dated: May 12, 2014

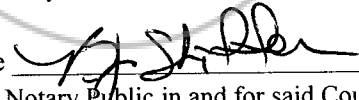
**PATERNO C. JURANI, ESQ., as Trustee**

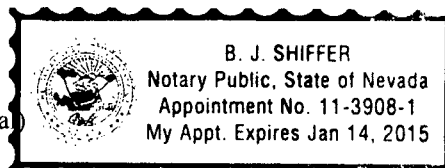
By:   
**PATERNO C. JURANI, ESQ.**

State of NEVADA  
County of CLARK

On May 12, 2014 before me, **B. J. Shiffer** Notary Public, personally appeared **PATERNO C. JURANI, ESQ.**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)  
Notary Public in and for said County and State





A.P.N.: 1420-07-613-013  
**RECORDING REQUESTED BY:**  
**MILES, BAUER, BERGSTROM & WINTERS, LLP**

**WHEN RECORDED MAIL TO:**  
**GREATER NEVADA MORTGAGE**  
4070 Silver Sage Dr.  
Carson City, NV 89701  
Attn: Kay Tarango

TS No.: 14NV-1575  
Order No.: 8435688

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**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE IN SUPPORT**  
**OF NOTICE OF DEFAULT PURSUANT TO NRS 107.080**

The Undersigned hereby states, under the penalty of perjury, based on direct, personal knowledge or on personal knowledge acquired by a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the deed of trust, which business records meet the standards set forth in NRS 51.135, the following:

The current Trustee, who has authority to exercise the power of sale against the real property located at **974 Adobe Drive, Carson City, NV 89705**, is

**Paterno C. Jurani, Esq.**  
**2200 Paseo Verde Pkwy., Suite 250**  
**Henderson, NV 89052**

The current holder of the note executed by PHILIP L. FERGUSON AND NICOLE FERGUSON, HUSBAND AND WIFE AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP which note is secured by the real property located at **974 Adobe Drive, Carson City, NV 89705**, is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE fka GREATER NEVADA MORTGAGE SERVICES with a business address of 4070 Silver Sage Dr., Carson City, NV 89701. The current beneficiary of the deed of trust securing the note with the real property located at **974 Adobe Drive, Carson City, NV 89705**, is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE with a business address of 4070 Silver Sage Dr., Carson City, NV 89701. The current servicer of the note referenced above is GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE with a business address of 4070 Silver Sage Dr., Carson City, NV 89701.

The beneficiary of the deed of trust identified above, the successor in interest of the beneficiary or the Trustee identified above is in actual or constructive possession of the note referenced above or the beneficiary or its successor in interest or the trustee is entitled to enforce the obligation or debt secured by the deed of trust as the holder of the instrument, the nonholder in possession of the instrument with rights of the holder, or is entitled to enforce the instrument pursuant to a court order.

The beneficiary or its successor in interest, the servicer of the obligation or debt secured by the deed of trust or the trustee, or an attorney representing any of the referenced persons, has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of (1) 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; (2) the amount in default;



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(3) the principal amount of the obligation or debt secured by the deed of trust; (4) the amount of accrued interest and late charges; (5) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; and (6) contact information for obtaining the most current amounts due including the local or toll-free telephone number that the borrower may call to receive most current amounts due and a recitation of the information in this affidavit.

The local or toll-free telephone number that the obligor or borrower of the obligation or debt may call to receive information on the current amounts due and information contained in this affidavit is 775-888-6999

The deed of trust at issue herein was originally recorded on May 17, 2004 as Instrument No. 0613281, Book 0504, Page 07302 in the public records of Douglas County, Nevada. The original beneficiary was GREATER NEVADA MORTGAGE SERVICES with a last known business address of 4070 Silver Sage Drive, Carson City, NV 89701.

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 located 974 Adobe Drive, Carson City, NV 89705.

Dated: 5-9-14

GREATER NEVADA LLC dba GREATER NEVADA MORTGAGE

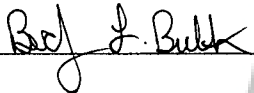
By: 

Stacy Kennedy, Loan Services Manager

STATE OF NEVADA  
COUNTY OF CARSON CITY

On 5-9-14 before me, Becky L. Butler, Notary Public, personally appeared Stacy Kennedy, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)

