

DOC # 842968  
05/21/2014 09:45AM Deputy: SG

OFFICIAL RECORD

Requested By:

Premier American Title

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 9 Fee: \$222.00

BK-514 PG-4012 RPTT: 0.00



**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**  
National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020

NDSC File No. : 14-00308-CM-NV  
Title Order No. : 61400479

APN: 1420-33-213-029

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

**IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying the loan in full plus permitted costs and expenses within the time permitted by law, which is normally five business days prior to the date set for the sale of your property. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).**

**This amount is \$166,371.15 as of 05/20/2014 and will increase until your account is paid in full.**

**While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing.**

**Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).**



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Notice of Default and Election to Sell Under Deed of Trust  
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Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**Champion Mortgage Company LLC**  
c/o National Default Servicing Corporation  
7720 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://www.ndscorp.com/sales/)  
HUD Approved Local Housing Counseling Agency: 800/569-4287  
Loss Mitigation Contact: Loan Modification Options / 972-956-6096

Property Address: 1268 DOWNS DRIVE , MINDEN NV 89423

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. Remember, **YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION 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 12/08/2004, executed by Ann R. Bostwick, an unmarried woman, as Trustor, to secure certain obligations in favor of U.S. Financial Mortgage Corp. as beneficiary recorded 01/18/2005 as Instrument No. 0634562 BK- 0105 PG- 5468 (or Book, Page) of the Official Records of DOUGLAS County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$435,478.50.**

**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 : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 02/07/2013 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS THE TOTAL PAYOFF AMOUNT DUE & OWING AT THE MATURITY DATE. IN ADDITION, ALL ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES MUST BE PAID.**



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Notice of Default and Election to Sell Under Deed of Trust  
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That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated : 5-20, 2014

National Default Servicing Corporation, As Agent for Nationstar Mortgage LLC d/b/a Champion Mortgage Company

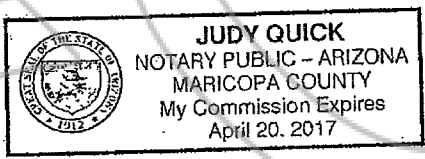
Helen Rayburn  
By: Helen Rayburn, Trustee Sales Representative

State of: Arizona  
County of: Maricopa

On 5-20, 2014, before me, the undersigned, a Notary Public for said State, personally appeared Helen Rayburn personally known to me be (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 Judy Quick





Ver 06.01.2013

## AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):  Ann R. Bostwick, an unmarried woman	Trustee Name and Address:  National Default Servicing Corporation 7720 North 16 <sup>th</sup> Street, Suite 300 Phoenix, Arizona 85020
Property Address:  1268 Downs Drive Minden, NV 89423	Deed of Trust Document Instrument No.:  0634562 BK- 0105 PG- 5468

STATE OF TEXAS )  
 ) ss:  
 COUNTY OF DALLAS )

The affiant, Melanie Harris, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Nationstar Mortgage LLC d/b/a Champion Mortgage Company. I am duly authorized to make this Affidavit for Nationstar Mortgage LLC d/b/a Champion Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the Servicer for the current beneficiary of the Deed of Trust.
2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.
3. In the regular and ordinary course of business, it is Nationstar Mortgage LLC d/b/a Champion Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.



Ver 06.01.2013

4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

<u>National Default Servicing Corporation</u>	<u>7720 N. 16th Street, Suite 300</u>
Full Name	Phoenix AZ 85020
	Street, City, County, State, Zip

5. The full name and business address of the current holder of the note secured by the Deed of Trust is:

<u>Nationstar Mortgage LLC D/B/A Champion Mortgage Company</u>	<u>350 Highland Drive, Lewisville, TX 75067</u>
Full Name	Street, City, County, State, Zip

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

<u>Nationstar Mortgage LLC D/B/A Champion Mortgage Company</u>	<u>350 Highland Drive, Lewisville, TX 75067</u>
Full Name	Street, City, County, State, Zip

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

<u>Nationstar Mortgage LLC D/B/A Champion Mortgage Company</u>	<u>350 Highland Drive, Lewisville, TX 75067</u>
Full Name	Street, City, County, State, Zip

8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the beneficiary, successor in interest to the beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a non-holder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.



Ver 06.01.2013

9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the 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.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: (855)-683-3095.

11. Pursuant to my personal review of the business records of the beneficiary, the successor in interest of the beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; 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) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date: 02/17/2005  
Recorded Number: 0636935  
Name of Assignor: U.S. Financial Mortgage Corp., a Hawaii Corporation  
Name of Assignee: Seattle Mortgage

Recorded Date: 07/06/2007  
Recorded Number: 0704510  
Name of Assignor: Seattle Mortgage Company  
Name of Assignee: Bank of America, N.A.

Recorded Date: 03/12/2012  
Recorded Number: 798653  
Name of Assignor: Seattle Mortgage  
Name of Assignee: Bank of America, N.A.



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Recorded Date: 11/20/2012  
Recorded Number: 813138  
Name of Assignor: Bank of America, N.A.  
Name of Assignee: Champion Mortgage Company

Signed By: *Melanie Harris*  
Assistant Secretary

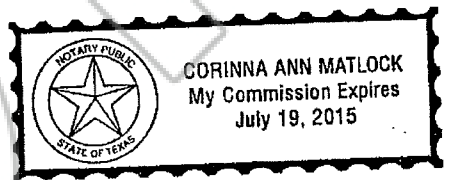
Dated: April 30<sup>th</sup>, 2014

Print Name: Melanie Harris

State of TX  
County of Dallas

Before me, a notary public, on this day personally appeared Melanie Harris, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

*CM*  
Notary Public's Signature







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

Borrower(s): ANN R. BOSTWICK  
Mortgage Servicer: CHAMPION MORTGAGE COMPANY  
Property Address: 1268 DOWNS DRIVE  
MINDEN NV 89423

T.S. No.: 14-00308-CM-NV

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 explore options for the borrower to avoid foreclosure as required by NRS § 107 (SB 321/HOBR Sec. 11(2)). Thirty (30) days, or more, have passed since the initial contact was made.
2.  The mortgage servicer has tried with due diligence to contact the borrower as required by NRS § 107 (SB 321/HOBR Sec. 11(5)), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required because:
  - a.  The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS § 107 (SB 321/HOBR Sec. 11) pursuant to NRS § 107 (SB 321/HOBR Sec. 7.5).
  - b.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set forth in NRS § 107 (SB 321/HOBR Sec. 3)
  - c.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS § 107 (SB 321/HOBR Sec. 7)), OR, if the loan is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
  - d.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.





4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1)) were timely sent per statute.

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.

Nationstar Mortgage LLC D/B/A Champion Mortgage  
Company  
Mortgage Servicer

Dated: April 24, 2014

By:   
Name (Print): Tacorreyon Shorter  
Title (Print): Assistant Secretary

**COOPER**