

DOC # 843837
06/02/2014 03:42PM Deputy: PK
OFFICIAL RECORD
Requested By:
First American/ Trustee Se
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 8 Fee: \$221.00
BK-614 PG-325 RPTT: 0.00



APN : 1320-30-802-017

Recording Requested By :
First American Title Insurance Company

When Recorded Mail To :
First American Trustee Servicing Solutions, LLC
6 CAMPUS CIRCLE
WESTLAKE, TX
76262

TS No.: NV1400258730
VA/FHA/PMI No. 1704526223 NEVADA
TSG No. 8432009

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 into good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, 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). **YOU MAY HAVE A RIGHT TO PARTICIPATE IN THE STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM IF THE TIME TO REQUEST MEDIATION HAS NOT EXPIRED.**

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 in 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. In addition, the beneficiary or mortgagee may require as a condition of reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You may not have to pay the entire unpaid portion of your account, even though full payment was demanded, but 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 three month period stated above) to, among other things, (1) provide additional time in which to cure the default by transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2);

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 you creditor.



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NEVADA

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:

**Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America
c/o First American Trustee Servicing Solutions, LLC
6 CAMPUS CIRCLE
WESTLAKE, TX 76262
866-429-5179**

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.

NOTICE IS HEREBY GIVEN: That **First American Trustee Servicing Solutions, LLC** As Agent for the current beneficiary under a Deed of Trust dated **07/05/2007** executed by:

CLIFFORD JAMES MORIN, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY,

as Trustor to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC.** as Beneficiary, recorded **07/10/2007**, (as Instrument No.) **0704801**, (in Book) **0707** (Page) **2891**, of Official Records in the Office of the Recorder of **DOUGLAS** County, **Nevada** describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST

Property Address: **1626 TENTH STREET
, MINDEN NV 89423**

said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$259,200.00**

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 INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 11/1/2013 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. 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..

This property is sold as-is. The lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirement under NRS 113.130 by purchasing at this sale and signing said receipt.



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That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent 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: 6-2-14

First American Trustee Servicing Solutions, LLC
6 CAMPUS CIRCLE
WESTLAKE TX 76262

By: *DeeAnn Gregory*
(signature)

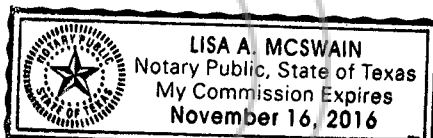
DeeAnn Gregory, Senior Manager

Name: _____

Title: _____

**First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT
PURPOSE.**

STATE OF TEXAS
COUNTY OF TARRANT



Before me, **Lisa A. McSwain** on this day personally appeared **DeeAnn Gregory**
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that
this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 2 day of June, A.D., 2014

Lisa A. McSwain (Notary Seal)

SEE ATTACHED DECLARATIONS



TS # NV1400258730

NRS 107.080 Compliance Affidavit

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

Property Owners:

**CLIFFORD JAMES MORIN, A
MARRIED MAN AS HIS SOLE AND
SEPARATE PROPERTY**

Trustee Address:

**6 CAMPUS CIRCLE
WESTLAKE, TX 76262**

Property Address:

**1626 TENTH STREET
MINDEN NV 89423**

Deed of Trust Document Instrument Number:

0704801

STATE OF Oregon)

COUNTY OF Washington)

ss:

The affiant, Kurt Bowling, based on personal knowledge following a review of public records in the State of Nevada and a review of business records kept in the regular course of business, and under penalty of perjury attests that I am an authorized representative of Seterus Inc, the designated loan servicer for the current beneficiary 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 further attest, based on personal knowledge, following a review of public records in the State of Nevada and a review of business records kept in the regular course of business, and under penalty of perjury, to the following information, as required by Section 107.080(2)(c) of the Nevada Revised Statutes:

1. I have personal knowledge of Seterus's procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept in the course of regularly conducted business activity; and it is the regular practice of servicing to make such records. I have reviewed certain business records of Seterus concerning the Loan, Note, and Deed of Trust, referenced below, all as reflected by the records maintained by Seterus as they have been kept in the course of regularly conducted business activity, and it was the regular practice of that business activity to



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make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based solely on my review of those business records, and public records in the State of Nevada.

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

First American Trustee Servicing Solutions, LLC	6 CAMPUS CIRCLE
Full Name	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:

FANNIE MAE (FEDERAL NATIONAL MORTGAGE ASSOCIATION)	3900 WISCONSIN AVENUE NW
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:

FANNIE MAE (FEDERAL NATIONAL MORTGAGE ASSOCIATION)	3900 WISCONSIN AVENUE NW
Full Name	Street, City, County, State, Zip

The full name and business address of the servicers of the obligation or debt secured by the Deed of Trust is:

SETERUS, INC.	14523 SW MILLIKAN WAY, SUITE 200
	BEAVERTON OR 97005

FANNIE MAE (FEDERAL NATIONAL MORTGAGE ASSOCIATION)	3900 WISCONSIN AVENUE NW
	WASHINGTON, DC 20016-2892

Full Name	Street, City, County, State, Zip
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- 3. The beneficiary under the Deed of Trust, 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, 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. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS Section 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 nonholder 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 pursuant NRS Section 104.3309.



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4. The servicer of the obligation or debt secured by the Deed of Trust or the trustee has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a writing 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.
5. The local or toll free number that the borrower of the loan may call to receive the most current amounts due and a recitation of the information contained in the affidavit is 866.570.5277.
6. 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: 05/07/2014 AS INSTRUMENT: 842149
FROM: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
TO: FEDERAL NATIONAL MORTGAGE ASSOCIATION ("FANNIE MAE"), A CORPORATION



TS # NV1400258730

The following is the true and correct signature of the affiant:

Dated this 22 day of May, 2014

Affiant Signature: [Handwritten Signature]

Affiant Name: Kurt Bowling

Affiant Title: Foreclosure Specialist

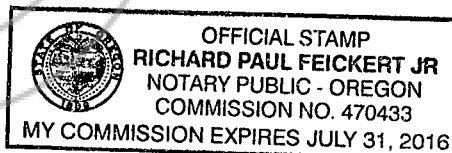
Seterus, Inc., as authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America

STATE OF Oregon)

COUNTY OF Washington) ss:

On this 22 day of May, 2014, personally appeared before me, a Notary Public, in and for said County and State, Kurt Bowling, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

[Handwritten Signature]
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE





Declaration of Compliance
N.R.S. Chapter 107, Section 11(6)

MORIN, CLIFFORD JAMES
1626 10TH ST
MINDEN, NV 89423
Beneficiary: Fannie Mae (Federal National Mortgage Association)
Loan number: 9149145

The undersigned, as an authorized agent of Seterus, Inc., hereby represents and declares as follows:

- On ___/___/___, Seterus, Inc. made contact with the borrower(s) pursuant to N.R.S. Chapter 107, Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale.
- No contact was made with the borrower(s) despite the due diligence efforts summarized below of the authorized agent pursuant to N.R.S. Chapter 107, Section 11(5).
 - (a) Mailing a first-class letter to the borrower(s), informing the borrower of his or her rights to discuss foreclosure prevention alternatives and providing the toll-free telephone number to find a housing counseling agency;
 - (b) Attempting to contact the borrower(s) by telephone at the primary telephone number on file at least three times at different hours and on different days OR determining that the primary and secondary phone numbers on file were disconnected; and
 - (c) Having received no response from the borrower(s) for 14 days after the telephone contact efforts were completed, sending an additional letter to the borrower(s) via certified mail, with return receipt requested.
- No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to N.R.S. Chapter 107, Section 3. The borrower has surrendered the secured property as evidenced either by a letter confirming the surrender or by delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent.
- The requirements set forth in N.R.S. Chapter 107, Section 11 do not apply because loan number 9149145 is not a "residential mortgage loan" as defined by N.R.S. Chapter 107, Section 7. (A residential mortgage loan, as defined by N.R.S. Chapter 107, Section 7, is a loan primarily for personal, family, or household use and that is secured by a mortgage or deed of trust on owner-occupied housing as defined in N.R.S. 107.086.)

I certify that this declaration is accurate, complete, and supported by competent and reliable evidence that 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.

By: *Kelsey Storsved* Dated: 1/28/2014
Name: Kelsey Storsved