



APN: 1320-33-811-003

**WHEN RECORDED MAIL TO:**

**Carrington Foreclosure Services, LLC**

**P.O. Box 16245**

**Irvine, California 92623-6245**

TS No.: 14-13127

Loan No.: 7000049577

1408597

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**

**SELL OF REAL PROPERTY UNDER DEED OF TRUST**

**NOTICE IS HEREBY GIVEN THAT: Carrington Foreclosure Services, LLC** is the duly appointed Trustee under a Deed of Trust dated 8/21/2009, executed by **Shawn R Lochridge, a single man**, as trustor in favor of **Mortgage Electronic Registration Systems, Inc., solely as nominee for Sierra Pacific Mortgage Company, Inc.**, recorded 9/2/2009, under instrument no. **750048**, in book **909**, page **314**, of Official Records in the office of the County recorder of **Douglas**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$195,360.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; 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/or Interest plus impounds and/or advances which became due on 4/1/2011 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.

**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, 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.



T.S. No.: 14-13127

Loan No.: 7000049577

Property Address: 1438 WENDOVER CT, GARDNERVILLE, NV 89410

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

Carrington Mortgage Services, LLC as servicer for Bank of America, N.A  
C/O Carrington Foreclosure Services, LLC  
P.O. Box 16245  
Irvine, California 92623-6245  
Phone: (888) 313-1969

Dated: 7/15/2014

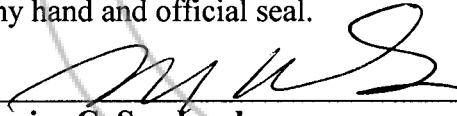
Carrington Foreclosure Services, LLC

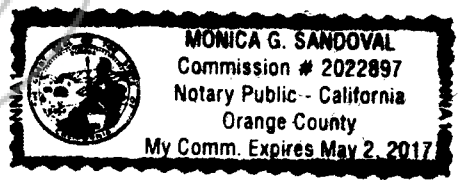
By:   
\_\_\_\_\_  
Tai Alailima, Manager

State of California }ss  
County of Orange }

On 7/15/14 before me, **Monica G. Sandoval** Notary Public, personally appeared **Tai Alailima, Manager** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature  (Seal)  
\_\_\_\_\_  
**Monica G. Sandoval**





T. S. No: 14-13127  
APN: 1320-33-811-003

## AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder: <u>Shawn R Lochridge</u> Or Borrower(s): <u>Shawn R Lochridge</u>	Trustee Name and Address: <u>Carrington Foreclosure Services, LLC</u> <u>P.O. Box 16245</u> <u>Irvine, California 92623-6245</u>
Property Address: <u>1438 WENDOVER CT</u> <u>GARDNERVILLE, NV 89410</u>	Deed of Trust Document Recording No.: <u>9/2/2009.</u> <u>750048</u>

STATE OF CALIFORNIA )  
ORANGE ) ss:  
COUNTY OF \_\_\_\_\_ )

The affiant, Elizabeth A. Ostermann, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Carrington Mortgage Services, LLC. I am duly authorized to make this Affidavit for Carrington Mortgage Services, LLC 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 Carrington Mortgage Services, LLC'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.



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

Carrington Foreclosure Services, LLC	P.O. Box 16245 Irvine, California 92623-6245
Full Name	Street, City, State, Zip

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

Bank of America, N.A	7105 Corporate Drive Plano, TX 75024
Full Name	Street, City, State, Zip

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

Bank of America, N.A	7105 Corporate Drive Plano, TX 75024
Full Name	Street, City, 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:

Carrington Mortgage Services, LLC	1610 E. St. Andrews Pl. Santa Ana, CA 92705
Full Name	Street, City, 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 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 NRS § 104.3309.

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: 888-477-0193.

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:

<b>Recorded Date or Dated Date</b>	<b>Recording number</b>	<b>Name of Assignee</b>
10/18/2011	791094	Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP

12. The beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust has instructed or hereby instructs the trustee to exercise the power of sale with respect to the subject real property.

Carrington Mortgage Services, LLC as servicer and attorney in fact for Bank of America, N.A

Signed By:   
Print Name: Elizabeth A. Ostermann, Vice President, Default, SCRA  
for Carrington Mortgage Services, LLC, Attorney in Fact

Dated: July 7, 2014.



STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me, a Notary Public, in and for said County and State, \_\_\_\_\_, 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.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

*See Attached*



# JURAT

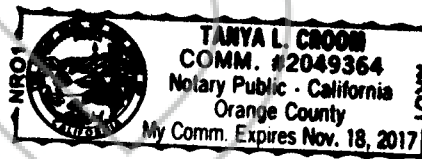
State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 07 day of July,  
2014, by Elizabeth A Ostermann

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Tanya Croom  
Signature



(Notary Seal)

## OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit of Authority  
(Title or description of attached document)  
to Exercise the Power of Sale  
(Title or description of attached document continued)

Number of Pages 1 Document Date 7/7/14

(Additional information)





P.O. Box 54285 Irvine, CA 92619-4285  
(800) 561-4567

**NEVADA DECLARATION OF COMPLIANCE  
NRS 107.510(6)**

Borrower(s): SHAWN R LOCHRIDGE

Property Address: 1438 WENDOVER CT  
GARDNERVILLE NV 89410

Loan Number: 7000049577

The undersigned, as authorized agent or employee of the mortgage servicer named below, declares:

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.

1.  The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2). Initial contact was made on \_\_\_\_\_, 201\_\_\_\_; or
2.  The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on 3, 24, 2014; or
3. The requirements of NRS 107.510 do not apply, because:
  - a.  The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
  - b.  The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
  - c.  The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing (as defined in NRS 107.086).





P.O. Box 54285 Irvine, CA 92619-4285  
(800) 561-4567

- d.  The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in NRS 107.560(5), and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosure notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Date: 07/14/14

CARRINGTON MORTGAGE SERVICES, LLC

By: Mari Eder

Its: Mari Eder

COPIED

107.560  
NRS 107.560