

DOC # 848010  
08/15/2014 03:15PM Deputy: AR  
OFFICIAL RECORD  
Requested By:  
First American National De  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$220.00  
BK-814 PG-3699 RPTT: 0.00



Recording requested by:

**First American Title Insurance Company**

When recorded mail to:  
NORTHWEST TRUSTEE SERVICES, INC.  
1421 E. Dyer Road, Suite 250  
Santa Ana, CA 92705

File No. 7042.13922

MIN No.

APN: 1419-12-610-012

8437732

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

NOTICE IS HEREBY GIVEN: That the undersigned 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 **08/01/09**, executed by **LOIS JEAN KOHLER, AS TRUSTEE OF THE LOIS JEAN KOHLER TRUST DATED JULY 09, 2002**, as Trustor(s), to secure certain obligations in favor of **Bank of America NA**, as Beneficiary, recorded **08/17/09**, as **748999 BK 809 PG 3565**, of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada, describing land therein **as more fully described in said Deed of Trust**.

Said obligations including (1) NOTE(S) FOR THE ORIGINAL sum of **\$273,500.00**, that the beneficial interest under such Deed of trust and the obligation secured thereby 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 in that payment has not been made of:

**The monthly installment of principal and interest which became due on 01/01/11, and all subsequent installments, together with late charges as set forth in said Note and Deed of Trust, advances, assessments and attorney 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**

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 same, 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.



File No: 7042.13922  
Notice of Default

**NOTICE**

You may have the right to cure the default thereon 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 the statutory section without requiring payment of that portion of the 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.

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

**Green Tree Servicing LLC  
C/O Northwest Trustee Services, Inc.  
1421 E. Dyer Road, Suite 250  
Santa Ana, CA 92705  
Telephone (714) 277-4888  
Reinstatement and Pay-Off Request Line (866) 387-NWTS**

Dated: 8-14-14

**Northwest Trustee Services, Inc., As Trustee**

By:

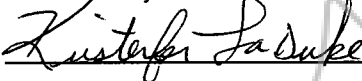
  
\_\_\_\_\_  
Sinuon Seng, Authorized Signatory

State of California  
County of Orange

On 8/14/14 before me, Kristofer Laduke the undersigned Notary Public in and for said county, personally appeared Sinuon Seng 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

  
\_\_\_\_\_  
Kristofer Laduke



**THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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

Borrower(s):  
Kohler, Lois

Trustee Name and Address:

Northwest Trustee Services, Inc.  
1241 E Dyer Road, Suite 250  
Santa Ana, CA 92705

Property Address:

3527 ARCADIA DR  
CARSON CITY, NV 89705-6904

Deed of Trust Document Instrument No:

748999 BK 809 PG 3565

STATE OF Arizona )  
 ) ss:  
COUNTY OF Maricopa )

The Affiant, Toni L Mills, based on personal knowledge, which the Affiant acquired through a review of public records and business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the servicer of the obligation or debt secured by the Deed of Trust, and under penalty of perjury attests to the following information, as required by NRS 107.080(2)(c):

1. I am 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”).
2. I have personal knowledge of **Green Tree Servicing LLC’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 by Green Tree Servicing LLC in the course of regularly conducted business activity; and it is the regular practice of Green Tree Servicing LLC to make such records.

- I have reviewed certain business records of Green Tree Servicing LLC concerning the Account, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Green Tree Servicing LLC as they have been kept in the course of regularly conducted business activity, and it was the regular practice of that business activity to 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 on those business records, which meet the standards set forth in NRS 51.135.
- The full name and business address of the **current trustee** or the current trustee's representative or assignee is:

Northwest Trustee Services, Inc.

1241 E Dyer Road, Suite 250  
Santa Ana, CA 92705

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

Green Tree Servicing LLC

600 Landmark Towers  
345 Saint Peter Street  
St. Paul MN 55102

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

Green Tree Servicing LLC

600 Landmark Towers  
345 Saint Peter Street  
St. Paul MN 55102

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

Green Tree Servicing LLC

600 Landmark Towers  
345 Saint Peter Street  
St. Paul MN 55102



5. 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 or the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
  
6. The beneficiary, its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, the trustee or an attorney representing any of those persons/entities has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
  - a. 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;
  - b. The amount in default;
  - c. The principal amount of the obligation or debt secured by the Deed of Trust;
  - d. The amount of accrued interest and late charges;
  - e. A good faith estimate of all fees imposed in connection with the power of sale; and
  - f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number that 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.
  
7. The obligor or borrower(s) of the obligation of debt may call **866-387-6987** to explore loss mitigation alternatives or to receive the most current amounts due and a recitation of the information contained in this Affidavit.
  
8. Information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on
  - a. the direct, personal knowledge of the Affiant, which the Affiant acquired independently, or
  - b. 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 meet the standards set forth in NRS 51.135),
  - c. by a review of information contained in the records of the recorder of the county in which the property is located, or



d. by a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS:

BAC Home Loans  
Servicing, LP FKA  
Countrywide Home Loans  
Servicing LP

04/07/2011  
Date

781210 Bk 411 pg 1160  
Recordation Number

Name of Assignee

06/03/2013  
Date

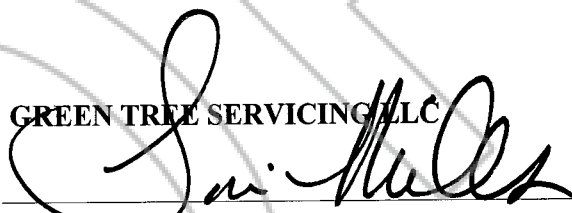
0824679 Bk 0613 pg 115  
Recordation Number

Green Tree Servicing LLC  
Name of Assignee

9. The beneficiary, 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.

10. Following is the true and correct signature of the Affiant:

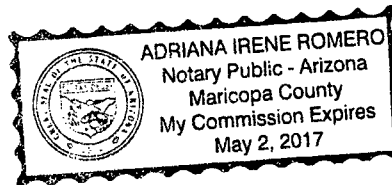
Dated: 7-14-14

GREEN TREE SERVICING LLC  
  
By: Toni L Mills, Foreclosure Supervisor

STATE OF ARIZONA  
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 14 day of July, 2014 by Toni L Mills, Foreclosure Supervisor of Green Tree Servicing LLC, a Limited Liability Company, on behalf of the Company.

  
Notary for State of Arizona  
# 324045  
Commission expires: 5/2/17





**NEVADA DECLARATION OF COMPLIANCE**  
(NRS 107 §11(6))

Borrower(s): LOIS JEAN KOHLER  
Mortgage Servicer: Green Tree Servicing LLC  
Property Address: 3527 ARCADIA DR  
CARSON CITY NV 89705

T.S No:

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

1.  The mortgage servicer has contacted the Borrower to "assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, advise the borrower that he or she has the right to request a subsequent meeting and provide the toll free HUD number to the borrower to find a local housing counselor". Thirty (30) days, or more, have passed since the initial contact was made.
2.  Despite the exercise of the due diligence requirements the mortgage servicer has been unable to contact the borrower to "assess the borrower's financial situation, explore options for the borrower to avoid foreclosure and provide the toll free HUD number to the borrower to find a local housing counselor". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because:
  - a.  The requirements of NRS §107 do not apply as the individual(s) do/did not meet the definition of "borrower".
  - b.  The requirements of NRS §107 do not apply as the because the above-referenced loan did not meet the definition of "residential mortgage loan" OR, if the account is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
  - c.  The requirements of NRS §107 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 and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Date: 5/09/2014

Green Tree Servicing LLC,  
Mortgage Servicer

  
By: Melissa Blanchard