RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation 7720 N. 16th Street, Suite 300 Phoenix, AZ 85020

NDSC File No. : 13-20327-SP-NV

Title Order No. : 61303141

APN: 1420-34-710-009

DOC # 848698

08/28/2014 10:13AM Deputy: SG
 OFFICIAL RECORD
 Requested By:
Premier American Title
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 8 Fee: \$221.00

BK-814 PG-6535 RPTT: 0.00



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 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 (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. 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).

NOTICE IS HEREBY GIVEN THAT: NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 09/29/2006, executed by Ron Dean and Allison M Dean, Husband and Wife, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Nationpoint a Division of National City Bank, its successors and assigns as beneficiary recorded 10/04/2006 as Instrument No. 0685751 (or Book, Page) of the Official Records of DOUGLAS County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$549,900.00.

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 installments of principal and interest which became due on 09/01/2010 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

Notice of Default and Election to Sell Under Deed of Trust

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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. In addition, the beneficiary or mortgagee may require as a condition to 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 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).

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:

Select Portfolio Servicing, Inc. c/o National Default Servicing Corporation 7720 N. 16th Street, Suite 300 Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 888-818-6032

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site, at: http://portal.hud.gov/portal/page/portal/HUD/localoffices.

The Property Address: 1547 DOWNS DR, 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.

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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: 8-27, 2014

National Default Servicing Corporation, As Trustee for Select Portfolio Servicing Inc., as servicing agent for U.S. Bank National Association,, as trustee, in trust for registered holders of First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18

By: Wendy Van Liven, Director of Default Services

State of: Arizona County of: Maricopa

On <u>8-27</u>, 2014, before me, the undersigned, a Notary Public for said State, personally appeared Wendy VanLuven, 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,

JUDY QUICK

NOTARY PUBLIC – ARIZONA

MARICOPA COUNTY

My Commission Expires

April 20. 2017

Signature

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

T.S. No: 13-20327-SP-NV APN: 1420-**2**4-710-009

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL [NRS § 107.080]

Property Owners: Ron C. Dean And Allison M. Dean, Husband And Wife As Joint Tenants With Rights Of Survivorship Property Address: 1547 Downs Dr Minden NV 89423 Trustee Address: 7720 N. 16th Street, Suite 300 Phoenix, AZ 85020

Deed of Trust Document Instrument Number: 0685751

STATE OF UHAH

COUNTY OF SAH LAKE

ss:

This Affidavit is provided in support of the attached Notice of Default and Election to Sale certain real Property secured by a Deed of Trust. The following facts are, except where otherwise indicated, true of my own personal knowledge, and stated under penalty of perjury, as detailed herein.

My personal knowledge is based on my 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.

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

National Default Servicing
Corporation
Full Name

7720 N. 16th Street, Suite 300
Phoenix AZ 85020
Street, City, County, State, Zip

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

Select Portfolio Servicing Inc., as servicing agent for U.S. Bank National Association, as trustee, in trust for registered holders of First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18

Full Name

3815 South West Temple Salt Lake City, UT 84115 Street, City, County, State, Zip

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

Select Portfolio Servicing Inc., as servicing agent for U.S. Bank National Association., as trustee, in trust for registered holders of First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18

3815 South West. Temple Salt Lake City, UT 84115

Full Name Street, City, County, State, Zip

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

Select Portfolio Servicing, Inc. Full Name

3815 South West, Temple Salt Lake City, UT 84115 Street, City, County, State, Zip

- The Current Beneficiary, the successor in interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.
- 3. That 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 those persons, has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of:



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- 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 terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, 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
- 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; and
- vi. Contact information for obtaining the most current amounts due, including the local or toll-free number.
- 4. The obligor or borrower(s) of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit at the toll free number 1-888-290-4323.
- 5. Pursuant to my review of the relevant business records 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) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Recorded Date: 01/12/2009 Recorded Number: 0735649

Name of Assignor: "MERS" Mortgage Electronic Registration Systems, Inc.,

as nominee for Nationpoint a Division of National City Bank

Name of Assignee: LaSalle Bank National Association as trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-FF18

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

Select Portfolio Servicing, Inc. as Attorney in Fact

Affiant Name:

Dated this

Title: Document Control Officer

Signed By:_____Niurka Palacios

STATE OF Utah

COUNTY OF Salt Lake

Sworn to and subscribed before me on the 18 day of March 20 14, by Niurka Palacios

) ss:

*DOC. CONTROL OFFICER

(Notary Seal)

Angela Melanie Atene Notary Public State of Utah My Commission Expires on: August 23, 2017 Comm. Number: 669303 MOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

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NEVADA DECLARATION OF COMPLIANCE

Re:			\	\
	Loan Nu	ımber:	0014254486	. \
	Borrowe	r Name:	ALLISON DEAN	
	Address; Beneficiary:		1547 DOWNS DR, MINDEN, NV 89423	
			U.S. Bank National Association, as trustee, in trust for registered	1
			holders of First Franklin Mortgage Loan Trust,	
			Mortgage Loan Asset-Backed Certificates, Series 2006-FF18	-
		Nevada th	clary or authorized agent for the beneficiary hereby declares under nat: eficiary or beneficiary's authorized agent has made contact with the bo	
	1) X	pursuant options fo	to SB 321 Section 11 (2) to assess their financial situation and explore the borrower to avoid foreclosure. Thirty (30) days or more have partitial contact." was made.	e
	2)	contact th	eficiary or beneficiary's authorized agent has exercised due diligence the borrower pursuant to SB 321 Section 11 (5). Thirty (30) days or mossed since the due diligence requirements were satisfied.	
	3)	case und	ct was required pursuant to SB 321 Section 3, as the borrower has file fer Chapter 7, 11, 12 or 13 of Title 11 of the United States Code and the cy court has not entered an order closing or dismissing the bankruptcy ag relief from a stay of foreclosure.	ı¢
	4) DI	surrender surrender	of was required pursuant to SB 321 Section 3, as the borrower has red the secured property as evidenced by either a letter confirming the r or by delivery of the keys to the secured property to the beneficiary, to ized agent.	
,	5)		sions of SB 321 Section 11 do not apply because the property is not o as the principal residence of the borrower(s).	wner
ated:			AUG 1 9 2014	
y:		<u> </u>	WW	
Seled Portfolio Servicing, Inc. as authorized agent of Beneficiary				
The Real Property lies, the Parks of the Par			Jillian Jones-Peacock Document Control Officer	