

APN: 1220-21-710-044

WHEN RECORDED MAIL TO:
Western Progressive - Nevada, Inc
2002 Summit Blvd Suite 600
Atlanta, Georgia 30319

TS No.: 2013-00352-NV
Loan No.: 7110763005
TSG Order No: 1401-NV-1303661

DOC # 849671
09/22/2014 09:03AM Deputy: AR
OFFICIAL RECORD
Requested By:
Premium Title TSG
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: \$245.00
BK-914 PG-3643 RPTT: 0.00



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**

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 thirty-five (35) days from the date this Notice of Default may be recorded. 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 \$81,182.71 as of September 11, 2014 and will increase until your account becomes current. Included with this Notice of Default, please see "Exhibit A" - Nevada HUD Approved Housing Counseling Agency Contacts for a listing of local housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD).

NOTICE IS HEREBY GIVEN THAT: WESTERN PROGRESSIVE- NEVADA, INC is the duly appointed Trustee under a Deed of Trust dated 12/14/2006, executed by Victor Rodriguez, Janis Rodriguez and Mark Rodriguez, as trustor in favor of BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION, recorded 12/21/2006, under instrument no. 0691355, in book 1206, page 8206, of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations.

Property Address: 1376 Leonard Road, Gardnerville, NV 89460

One Note for the Original sum of \$196,000.00, 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 interest only payments which became due on 07/01/2010 plus late charges if any, and all subsequent interest, advances, late charges and foreclosure fees and costs that become payable.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents..



TS No.2013-00352-NV

Loan No.: 7110763005

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.

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

1661 Worthington Road
West Palm Beach, FL 33409
C/O Western Progressive - Nevada, Inc
2002 Summit Blvd Suite 600
Atlanta, Georgia 30319
Beneficiary Phone: 877-596-8580
Phone: HRC Litigation Contact (877) 528-5606 or (877) 528-5622

Included with this Notice of Default:

Contact information for which the grantor may use to reach a person with authority to negotiate a loan modification on behalf of the lender:

877-596-8580

Additionally included with this Notice of Default, please see "Exhibit A" - Nevada HUD Approved Housing Counseling Agency Contacts for a listing of local housing counseling agencies approved by the United States Department of Housing and Urban Development (HUD).

If you have any questions, you should contact a lawyer or the governmental agency that 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.

WE ARE ASSISTING THE BENEFICIARY TO COLLECT A DEBT AND ANY INFORMATION WE OBTAIN WILL BE USED FOR THE PURPOSE BY EITHER OURSELVES OR THE

BENEFICIARY, WHETHER RECEIVED ORALLY OR IN WRITING. YOU, MAY DISPUTE THE DEBT OR A PORTION THEREOF UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS. THEREAFTER WE WILL OBTAIN AND FORWARD TO YOU WRITTEN VERIFICATION

THEREOF. SHOULD YOU NOT DO SO THE DEBT WILL BE CONSIDERED VALID. IN ADDITION, YOU MAY REQUEST THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT ONE.

4. No Contact was required because the requirements of Nevada Senate Bill 321, Sections 2-16, inclusive, do not apply because the loan is not a "residential mortgage loan" because it is not primarily for personal, family or household use or is not secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086 pursuant to Nevada Senate Bill 321, Section 7.

Dated:September 18, 2014

Western Progressive-Nevada, Inc, as agent for beneficiary

By: Chelsea Jackson

Chelsea Jackson, Trustee Sale Assistant

State of Georgia }ss

County of Dekalb}

On September 18, 2014 before me, Tamika Smith Notary Public, personally appeared Chelsea Jackson who 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.

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

WITNESS my hand and official seal.

Signature Tamika Smith





AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder:

Trustee Name and Address:
Western Progressive Nevada Inc
2002 Summit Boulevard, Suite 600
Atlanta, GA 30319

OR

Borrower(s):
VICTOR RODRIGUEZ, JANIS RODRIGUEZ AND
MARK RODRIGUEZ

Property Address:
1376 Leonard Road, Gardnerville, NV 89460

Deed of Trust Document:
Instrument No.: 0691355

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

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

1. I am an Contract Management Coordinator of Ocwen Loan Servicing, LLC. I am duly authorized to make this Affidavit on behalf of Ocwen Loan Servicing, LLC as servicer for **Bank of America, National Association** 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 from 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, my review of the records of the recorder of the county in which the property is located, and/or title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State. I 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 **Ocwen Loan Servicing, 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:

Western Progressive Nevada Inc

2002 Summit Boulevard, Suite 600
Atlanta, GA 30319

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

Bank of America, National Association

c/o Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

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

Bank of America, National Association

c/o Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

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

Ocwen Loan Servicing, LLC

1661 Worthington Road, Suite 100
West Palm Beach, FL 33409

8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has actual or constructive possession of the note secured by the Deed of Trust and is entitled to enforce the obligation or debt secured by the Deed of Trust.

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 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; and (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, and receive a recitation of the information contained in this Affidavit: 1-800-746-2936.



11. Pursuant to my 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:

From: N/A
To: N/A

Affiant Signature: *Samantha Radtke* 8/12/14

Print Name: Samantha Radtke
Title: Contract Management Coordinator

Ocwen Loan Servicing, LLC, servicer for **Bank of America, National Association**

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged and sworn before me this 12th day of August, year of 2014 by Samantha Radtke as Contract Management Coordinator of Ocwen Loan Servicing, LLC, who is personally known to me or has produced ✓ X X X X as identification.

[Signature]
Notary Public - State of Florida
My Commission Expires: 12/2/2017





Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321, Section 11(6)

Borrower(s): Victor Rodriguez and Janis Rodriguez
Mortgage Servicer: Ocwen Loan Servicing, LLC as Servicer for Bank of America, National Association
Loan No.: 7110763005

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

1. The mortgage servicer has contacted the borrower pursuant to Nevada Senate Bill 321, Section 11(2), to "assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has exercised due diligence to contact the borrower pursuant to Nevada Senate Bill 321, Section 11(5), to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to Nevada Senate Bill 321, Section 3.
4. No contact was required because the requirements of Nevada Senate Bill 321, Sections 2-16, inclusive, do not apply because the loan is not a "residential mortgage loan" because it is not primarily for personal, family or household use or is not secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS 107.086 pursuant to Nevada Senate Bill 321, Section 7.

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.

Dated: _____

9/19/14

By: _____

Matthew Owens

Contract Management Coordinator