

DOUGLAS COUNTY, NV

2014-849903

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09/25/2014 04:00 PM

LSI TITLE AGENCY INC.

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

NDSC File No. : 11-31851-BA-NV

Title Order No. : 110381155-NV-GTO

APN: 1220-16-210-193

**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 05/30/2007, executed by MICHAEL D LANE II AN UNMARRIED MAN, as Trustor, to secure certain obligations in favor of HOME LOAN INVESTMENT BANK, F.S.B. as beneficiary recorded 07/09/2007 as Instrument No. 0704640 BK 0707, PG 2019 (or Book, Page) of the Official Records of DOUGLAS County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$204,000.00.

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 05/01/2011 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.

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:

**Nationstar Mortgage LLC
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: 8888115281 Ext 73062
michael.nguyen@NationstarMail.com**

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: 1214 MANHATTAN WAY, GARDNERVILLE NV 89460

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.

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 : 9-24, 2014

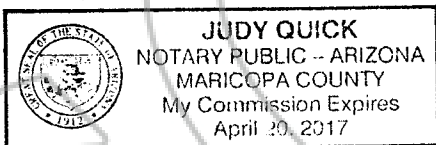
National Default Servicing Corporation, As Trustee for Nationstar Mortgage LLC


By: Wendy VanLoven, Director of Default Services

State of: Arizona
County of: Maricopa

On 9-24, 2014, before me, the undersigned, a Notary Public for said State, personally appeared **Wendy VanLoven** 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,



Signature Judy Quick

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

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): Michael D Lane li An Unmarried Man	Trustee Name and Address: National Default Servicing Corporation 7720 North 16 th Street, Suite 300 Phoenix, Arizona 85020
Property Address: 1214 Manhattan Way Gardnerville, NV 89460	Deed of Trust Document Instrument No.: 0704640 BK 0707, PG 2019

STATE OF Texas)
 COUNTY OF Denton) ss:

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

1. I am an employee of Nationstar Mortgage LLC. I am duly authorized to make this Affidavit for Nationstar Mortgage 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 Nationstar Mortgage 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:

<u>National Default Servicing Corporation</u>	<u>7720 N. 16th Street, Suite 300</u>
Full Name	Phoenix AZ 85020
	Street, City, County, State, Zip

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

<u>Nationstar Mortgage LLC</u>	<u>350 Highland Drive, Lewisville, TX 75067</u>
Full Name	Street, City, County, State, Zip

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

<u>Nationstar Mortgage LLC</u>	<u>350 Highland Drive, Lewisville, TX 75067</u>
Full Name	Street, City, County, 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:

<u>Nationstar Mortgage LLC</u>	<u>350 Highland Drive, Lewisville, TX 75067</u>
Full Name	Street, City, County, 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 non-holder 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)-480-2432.

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:

Recorded Date: 01/15/2008
Recorded Number: 0716200, BK 0108 PG 2675
Name of Assignor: Home Loan Investment Bank, FSB
Name of Assignee: Mortgage Electronic Registrations Systems, Inc., As Nominee For
Countrywide Bank, N.A.

Recorded Date: 05/09/2013
Recorded Number: 0823249, BK 0513 PG 2190
Name of Assignor: Mortgage Electronic Registrations Systems, Inc., (Mers), As
Nominee For Countrywide Bank, N.A.
Name of Assignee: Nationstar Mortgage, LLC

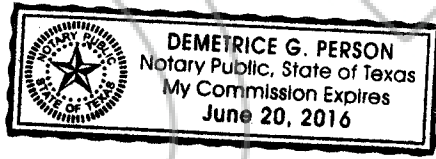
Signed By *Christina* 5-16-14 Dated: 5-16-14
Print Name: Christina Journet Assistant Secretary

State of Texas
County of Denton

Christina Journet

Before me, a notary public, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing document and,
being by me first duly sworn, declared that the statements therein contained are true and
correct.

Demetrice G. Person
Notary Public's Signature



**NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11**

Borrower(s): MICHAEL D LANE

Property Address: 1214 MANHATTAN WAY GARDNERVILLE NV 89460

Trustee Sale Number:

I am employed as a Assistant Secretary by Nationstar Mortgage LLC ("Nationstar"), the servicer for the mortgage loan.

I personally reviewed the business records of Nationstar and determined that:

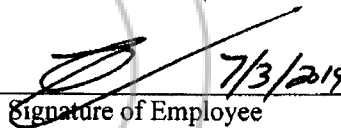
- Nationstar contacted the borrower(s) as required by SB 321 (2013) Sec. 11(2).
- Nationstar attempted to contact the borrower(s) as required by SB 321 (2013) Sec.11(5).
- The requirements of SB 321 (2013) Sec. 11 do not apply because the individual(s) is not a Borrower and no contact was required.

I declare that the foregoing statement is true to the best of my knowledge and belief.

As all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded and to exercise the power of sale.

Nationstar Mortgage LLC

Dated: 7/3/2014


Signature of Employee

Tommy Glover
Printed Name of Employee

Assistant Secretary