

APN: 1420-08-210-047

WHEN RECORDED MAIL TO:

Clear Recon Corp.

4375 Jutland Drive Suite 200

San Diego, California 92117

TS No.: 004139-NV

Loan No.: *****9909

The undersigned hereby affirms that there is no Social Security number contained in this document.

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER HOME EQUITY CONVERSION DEED OF TRUST OR REVERSE MORTGAGE

NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP. is the duly appointed Trustee under a Deed of Trust dated 10/15/2004, executed by **GERALD COHEN AND BARBARA COHEN, TRUSTEES OF THE GERALD JERRY AND BARBARA COHEN LIVING TRUST AGREEMENT DATED JULY 10, 2002**, as trustor in favor of **FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B.**, recorded 11/8/2004, under instrument no. **0628693**, in book **1104**, page **3451**, Deed of Trust re-recorded on 1/30/2014 as Instrument Number **837516**, Book **114** Page **4967** of the Official Records in the office of the County recorder of **Douglas**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$385,500.00**, 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:

THE BALANCE OF PRINCIPAL AND WHICH BECAME DUE ON 5/10/2013, ALONG WITH LATE CHARGES, FORECLOSURE FEES AND COSTS, ANY LEGAL FEES OR ADVANCES THAT HAVE BECOME DUE.

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

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.

Property Address: 996 SUNNYCREST DRIVE
CARSON CITY, NEVADA 89705

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

OneWest Bank N.A. (formerly known as OneWest Bank, FSB)
2900 Esperanza Crossing
Austin, TX 78758
C/O Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117
Phone: 858-750-7600

Dated: 9/26/14

CLEAR RECON CORP.

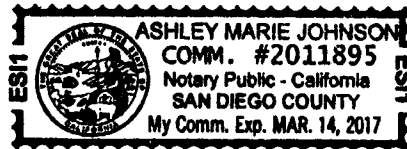
By: [Signature]
Patrick Perez, Authorized Signatory for Trustee

State of California } ss
County of San Diego }

On SEP 26 2014 before me, ASHLEY MARIE JOHNSON Notary Public, personally appeared PATRICK PEREZ 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. 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.

Signature [Signature] (Seal)



NRS 107.080 Compliance Affidavit

APN: 1420-08-210-047

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:

GERALD COHEN and BARBARA COHEN
and THE GERALD JERRY AND BARBARA
COHEN LIVING TRUST

Trustee’s Name and Current Address:

Clear Recon Corp.
4375 Jutland Drive, Suite 200,
San Diego, CA, 92117

Property Address:

996 SUNNYCREST DRIVE
CARSON CITY, NV 89705

Deed of Trust Document Instrument

Recorded on 11/8/2004 as Instrument
Number 0628693

STATE OF Texas)
)
COUNTY OF) Travis)

ss:

The affiant, Melissa Alexander, being first duly sworn upon oath, based on direct, personal knowledge, which the affiant acquired through a review of 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 that I am an 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”).

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2) (c):

- 1. I have personal knowledge of OneWest Bank N.A. (hereinafter “Current Beneficiary”) 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 Current Beneficiary in the course of regularly conducted business activity; and it is the regular practice of Current Beneficiary to make such records. I have reviewed certain business records of Current Beneficiary concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Current Beneficiary as they have been kept by Current Beneficiary 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.
- 2. The full name and business address of the current trustee or the current trustee’s representative or assignee is:

CLEAR RECON CORP.

4375 Jutland Drive, Suite 200,
San Diego, CA, 92117
Street, City, County, State, Zip

Full Name

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

OneWest Bank N.A. (formerly known as
OneWest Bank, FSB)

2900 Esperanza Crossing
Austin, TX 78758

Full Name

Street, City, County, State, Zip

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

OneWest Bank N.A. (formerly known as
OneWest Bank, FSB)

2900 Esperanza Crossing
Austin, TX 78758

Full Name

Street, City, County, State, Zip

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

Financial Freedom

2900 Esperanza Crossing
Austin, TX 78758

Full Name

Street, City, County, State, Zip

3. 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 or its successor in interest or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
4. 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 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;
 - 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.

5. The obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at (512) 423-4545.
6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which the affiant acquired by (1) 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), (2) by information contained in the records of the recorder of the county in which the property is located, (3) was obtained 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, or (4) is possessed directly:

Assign From: FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B.

Assign To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC

Recorded On Date: 10/06/2009

Instrument Number: 0751773

Assign From: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC

Assign To: ONEWEST BANK, FSB

Recorded On Date: 7/30/2013

Instrument Number: 828066

7. The beneficiary or 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.

8. Following is the true and correct signature of the affiant:

Dated this _____ day of SEP 23 2014, 20____.

Affiant Name: Melissa Alexander

Signed By: _____

Print Name: Melissa Alexander

STATE OF Texas)

COUNTY OF Travis) ss:

On this _____ day of SEP 23 2014, 20____, personally appeared before me, a Notary Public, in and for said County and State, Melissa Alexander, 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.

Carla A. Hardin

NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



Borrower(s): Cohen, Gerald and Barbara
Property Address: 996 Sunnycrest Drive Carson City, NV 89705

T.S No:

DECLARATION OF COMPLIANCE
(SB321 Section11)

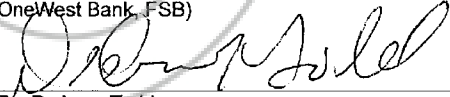
The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

1. The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to SB 321 Section 11(1)(b).
2. The mortgage servicer tried with due diligence to contact the borrower pursuant to SB 321 Section 11(5) in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since the due diligence requirements set forth in SB 321 Section 11(5) were satisfied.
3. No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to SB 321 Section 3. The borrower is:
 - an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent;
 - an individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4. The requirements set forth in SB 321 Section 11 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by SB 321 Section 7. (A residential mortgage loan as defined by SB 321 Section 7 is a loan 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).

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: 2/5/2014

OneWest Bank, (d/b/a Financial Freedom, a division of
OneWest Bank, FSB)


By: DeAnna Todd

Title: Specialist IV