

APN: 1220-17-614-015

DOUGLAS COUNTY, NV **2014-850134**
Rec:\$221.00
\$221.00 Pgs=8 **09/30/2014 01:19 PM**
PITE DUNCAN LLP
KAREN ELLISON, RECORDER

WHEN RECORDED MAIL TO:
Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117

TS No.: 008867-NV

The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SELL OF REAL PROPERTY UNDER DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP. is the duly appointed Trustee under a Deed of Trust dated **11/13/2006**, executed by **PARIS SHIPLEY AN UNMARRIED MAN**, as trustor in favor of the beneficiary thereunder, recorded **11/17/2006**, as **Instrument No. 0689026**, of Official Records in the office of the County recorder of **Douglas**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$256,000.00**, 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 10/1/2012 plus late charges if any, and all subsequent interest, advances, late charges and foreclosure fees and costs that become payable.

That by reason thereof, **PNC BANK, NATIONAL ASSOCIATION**, 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.

T.S. No.: 008867-NV

Property Address as identified in the Deed of Trust is: **1197 MONARCH LN,
GARDNERVILLE, NEVADA 89460**

HUD Approved local counseling agency: Housing for Nevada
1 (702) 270-0300

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

PNC BANK, NATIONAL ASSOCIATION
3232 Newmark Drive
Miamisburg, OH 45342
Phone: (800) 367-9305

Loan Modification contact information: PNC Mortgage, a division of PNC Bank, National
Association, Loss Mitigation Dept. (800) 367-9305

For Foreclosure status, contact:
Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117
Phone: 858-750-7600

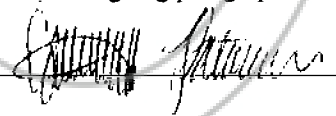
Dated 9/30/2014

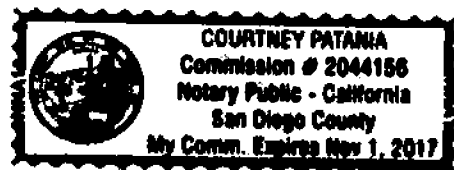
CLEAR RECON CORP.

By: 
Hamsa Uchi, Authorized Signatory for Trustee

State of California }
County of San Diego}ss.

On 9/30/2014 before me COURTNEY PATANIA Notary Public, personally appeared Hamsa Uchi 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 California that the foregoing paragraph is true and correct WITNESS my hand and official seal.

Signature  (Seal)



**DECLARATION OF MORTGAGE SERVICER
(NRS § 107 (SB 321/HOBR Sec. 11(6)))**

Borrower(s): PARIS SHIPLEY
Mortgage Servicer: PNC Bank, National Association
Property Address: 1197 MONARCH LN
 GARDNERVILLE Nevada 89460
Trustee Sale No.: 008867-NV

The undersigned, an Authorized Signer of PNC Bank, National Association
(PNC), based on my review of PNC s business records, declare as follows:

PNC contacted the borrower by telephone or in-person on the following date(s):

During PNC s contact(s) with the borrower(s) on the listed date(s), PNC did all of the following: (1) advised the borrower that he or she has the right to request a subsequent meeting that, if requested, must be scheduled within 14 calendar days after the request, (2) assessed the borrower s financial situation and explored modification options, and (3) provided the toll free number made available by the United States Department of Housing and Urban Development for purposes of requesting a certified housing counselor.

At least thirty days have passed since _____
[earliest date of contact with borrower listed on lines above].

PNC has tried with due diligence to contact the borrower(s), but did not make contact with the borrower(s).

PNC s due diligence included PNC sending a letter to the borrower(s) by first-class mail on 11-22-13

PNC also sent a letter to the borrower by certified mail, return receipt requested, on 6-10-14

Both the first-class mail and certified mail letters included a statement to the borrower of his or her right to discuss foreclosure prevention alternatives and provided the toll free number made available by the United States Department of Housing and Urban Development for purposes of requesting a certified housing counselor.

At least thirty (30) calendar days have passed since 6-10-14
[insert date certified mail letter was sent].

[] Subsequent to mailing the first-class letter described in the preceding paragraph, PNC attempted to contact the borrower(s) by telephone by calling all telephone numbers the borrower(s) gave PNC consent to call on the following dates and times: [Here, list at least three telephone call attempts, each on different dates, and at different hours of the day. Each call attempt listed must have been made after the first class mail letter, with the last call listed occurring at least 14 days prior to the sending of the certified mailing described above.]

Subsequent to mailing the first-class letter, PNC attempted to contact the borrower(s) by telephone by calling all telephone numbers the borrower(s) gave PNC consent to call, but the number(s) did not connect because the line(s) were disconnected.

- The financial institution on whose behalf the foreclosure is being brought, reports to PNC that it is an institution regulated by the State of Nevada that foreclosed on 100 or fewer real properties which constitute owner-occupied housing as defined in NRS § 107.086 during the institution's immediately preceding annual reporting period.
- The loan was not made for personal, family, or household residential purposes.
- Borrower(s) surrendered the property and confirmed his\her surrender in writing and\or delivered the keys to the property to PNC, the Trustee, or their agents authorized to receive such documentation and\or keys.

In light of the foregoing, as indicated by the checked boxes, PNC, the mortgage servicer of the loan, authorizes the trustee to submit the attached Notice of Default to be recorded.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

Dated: 7-24-14

PNC Bank, National Association

By: Bruce Trowman

Name (Print): **Bruce Trowman**

Title (Print): **Authorized Signer**

T.S. No: 008867-NV
APN: 1220-17-614-015

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

STATE OF OHIO)
) ss:
COUNTY OF MONTGOMERY)

I, **Angela Boddie**, am the **Authorized Signer** of PNC BANK, N.A., (“PNC Bank”). PNC BANK, N.A. is the current beneficiary of the subject deed of trust recorded as Document Number 0689026 in the Douglas Recorder’s Office (“Deed of Trust”), securing repayment of a note (“Note”) (collectively the Note and Deed of Trust make up the “Loan”) or the servicer of the Loan for the current beneficiary. The persons(s) identified in the Deed of Trust is/are, PARIS SHIPLEY AN UNMARRIED MAN. The Deed of Trust encumbers the real property located at 1197 MONARCH LN, GARDNERVILLE, NEVADA 89460. This Affidavit is provided in support of the attached Notice of Breach and Election to Sell.

PNC Bank, N.A. is the servicer of the Loan. The following facts are, except where otherwise indicated, true of my own personal knowledge, which I acquired through a review of business records kept in the regular course of PNC Bank, N.A.’s business records.

1. I have personal knowledge of PNC Bank, N.A.’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 PNC Bank, N.A. in the course of regularly-conducted business activity; and it is the regular practice of PNC Bank, N.A. to make such records. I have reviewed certain business records of PNC Bank, N.A. concerning the Loan, Note and Deed of Trust, all as reflected by the records maintained by PNC Bank, N.A. as they have been kept by PNC Bank, N.A. in the course of PNC Bank, N.A.’s 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

008867-NV

with knowledge. The information in this affidavit is based on those business records, which meet the standards set forth in NRS 51.135.

2(a). The full name and business address of the current trustee or the current trustee's representative or assignee for the deed of trust is CLEAR RECON CORP., which is located at 4375 Jutland Drive, Suite 200, San Diego, CA, 92117.

2(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK at 3232 Newmark Drive, Miamisburg, OH 45342.

2(c). The full name and business address of the current beneficiary of record for the obligation or debt secured by the Deed of Trust is PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK at 3232 Newmark Drive, Miamisburg, OH 45342.

2(d). The full name and business address of the current servicer for the Loan is PNC Bank, National Association, which is located at 3232 Newmark Drive, Miamisburg, OH 45342

3. PNC Bank, N.A. is in either actual or constructive possession of the Note secured by the Deed of Trust.

4. PNC Bank, N.A. has instructed the trustee to exercise the power of sale with respect to the property.

5. PNC Bank, N.A. or the trustee has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:

5(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;

5(b). The amount in default;

5(c). The principal amount of the obligation or debt secured by the Deed of Trust;

5(d). The amount of accrued interest and late charges;

5(e). A good faith estimate of all fees imposed in connection with the power of sale; and

5(f). Contact information for obtaining the most current amounts due and a 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.

6. Based on my review of PNC Bank, N.A.'s business records as described in paragraph 1, the original beneficiary of the Deed of Trust was NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK. Based on my review of PNC Bank N.A.'s business records as described in paragraph 1, the Deed of Trust was subsequently assigned as follows:

Assigned from: PNC Bank, National Association successor by merger National City Mortgage a division of National City Bank Assigned to: Green Tree Servicing LLC Assigned on date: 3/29/2010 as Instrument Number 0761126 in the county of Douglas.

Assignment from: Green Tree Servicing LLC Assigned to: PNC Bank, National Association successor by merger National City Mortgage a division of National City Bank Assigned on date: 10/28/2013 as Instrument Number 0832678 in the county of Douglas.

7. 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 800-367-9305.

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

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on September 19, 2014

Angela Podder
Print Name/Title **Authorized Signer**
Signature

State of: Ohio

County of: Montgomery

Subscribed and sworn to before me this 19th day of September, 2014

Janice M. Grill
Notary Public



My commission expires, April 5, 2017