

DOUGLAS COUNTY, NV

2014-850235

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10/02/2014 11:46 AM

SERVICELINK IRVINE

KAREN ELLISON, RECORDER

APN: 1320-30-215-004

WHEN RECORDED MAIL TO:

Sables, LLC

c/o Law Offices of Les Zieve

3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169

TS No. : 14-27387

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO SELL THE 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 five (5) business day 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). This amount is **\$232,387.55** as of **9/25/2014** and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, a Nevada limited liability company is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated **9/6/2005**, executed by **JESUS H MOTTA, AND KRISTY Y MOTTA, HUSBAND AND WIFE AS JOINT TENANTS**, as trustor to secure obligations in favor of **COUNTRYWIDE HOME LOANS, INC. as Lender, Mortgage Electronic Registration Systems, Inc.**, as Beneficiary, recorded **9/14/2005**, instrument no. **0655048**, in book **0905**, page **4856**, of Official Records in the office of the County recorder of **Douglas, County, Nevada** securing, among other obligations including

One note(s) for the Original sum of **\$487,500.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; 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 monthly installment which became due on 5/1/2009, along with late charges, and all subsequent monthly installments.

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.

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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.

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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days prior to the date of sale pursuant to NRS 107.080. 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:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-63, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2005-63

c/o Bayview Loan Servicing, LLC

c/o SABLES, LLC, a Nevada limited liability company

3753 Howard Hughes Parkway, Suite 200

Las Vegas, NV 89169

Beneficiary Phone: 877-205-9958

Trustee Phone: (702) 664-1774

To reach a person with authority to negotiate a loan modification on behalf of the lender:

MONICA CABELLO

817-438-9053

Property Address: **1751 PINWOOD DR #B-4, MINDEN, NV 89423**

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.

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.

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You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

Dated: 9/25/2014

SABLES, LLC, a Nevada limited liability company, as Trustee
Sables, LLC
c/o Law Offices of Les Zieve
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
(702) 948-8565


Anthony Tran, Trustee Sale Officer

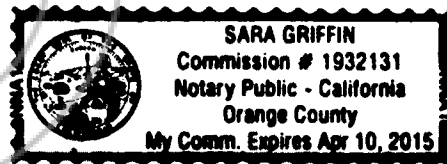
State of CALIFORNIA
County of ORANGE

On 9/25/2014, before me, Sara Griffin, personally appeared Anthony Tran 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.

Sara Griffin
Signature of Notary



Affidavit of Authority

(Nevada Revised Statute §107.080 as amended effective June 1, 2013)

Re: TS# 14-27387

Borrower Name: **MOTTA FAMILY GROUP LLC, A NEVADA LIMITED LIABILITY COMPANY**

Property Address: **1751 PINWOOD DR #B-4
MINDEN, NV 89423**

I, **Rosalind Carroll**, am the **Document Coordinator** of Bayview Loan Servicing, LLC, the current servicer for the beneficiary of the deed of trust described in the notice of default and election to sell to which this affidavit is attached (Deed of Trust). The following facts are based upon my personal review of documents that are of public record in the State of Nevada and personal knowledge acquired by my personal review of the business records of the beneficiary, which are within my custody and control. The business records of the beneficiary contain entries made in the ordinary course of business at or about the time the events reflected therein occurred.

1(a). The full name and business address of the current trustee of record for the Deed of Trust is **Sables LLC, a Nevada Limited Liability Company, 3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada 89169**

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-63, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-63, c/o Bayview Loan Servicing, LLC, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146**

1(c). The full name and business address of the current beneficiary for the obligation or debt secured by the Deed of Trust is **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-63, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-63, c/o Bayview Loan Servicing, LLC, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146**

1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust is **Bayview Loan Servicing, LLC, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146**

2. From my review of the documents of public record and the business records of the current beneficiary and a title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State pursuant to Chapter 692A of the NRS, the name of each assignee and each recorded assignment of the Deed of Trust.

2(a). Assignee Name: **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-63, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-63**

Instrument and Recording Information: Corporation Assignment of Deed of Trust Nevada recorded on 9/14/2009 as instrument # 750632.

3. The current beneficiary under the Deed of Trust, the successor in interest of the beneficiary or the trustee is in actual or constructive possession of the note secured by the Deed of Trust.

4. From my review of the documents of public record and the business records of the current beneficiary, the current trustee has authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust, pursuant to instruction from the current beneficiary of record and current holder of the note secured by the Deed of Trust.

5. From my review of the documents of public record and the business records of the current beneficiary, the beneficiary, servicer of the obligation, or an attorney of the beneficiary or servicer has sent to MOTTA FAMILY GROUP LLC, A NEVADA LIMITED LIABILITY COMPANY, a written statement of: (I) the amount of payment required to make good the deficiency in performance of 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 trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the power of sale; and (VI) contact information for obtaining the most current amounts due and the local or toll-free telephone number that MOTTA FAMILY GROUP LLC, A NEVADA LIMITED LIABILITY COMPANY may call to receive the most current amounts due and a recitation of the information in this affidavit.

6. The borrower or obligor of the loan secured by the Deed of Trust may call Bayview Loan Servicing, LLC at 877-205-9958 to receive the most current amounts due and a recitation of the information contained in this Affidavit.

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 Aug. 26, 2014.

By: **Bayview Loan Servicing, LLC**

Rosalind Carroll

(Print Name)

(Signature)

Document Coordinator

(Title)

State of PENNSYLVANIA

County of MONTGOMERY

On August 26, 2014 before me, **Lynda Buehler**, Notary Public, personally appeared, Rosalind Carroll, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Seal]

Lynda Buehler
Signature **Lynda Buehler**

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lynda Buehler, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Dec. 27, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321

Mortgage Servicer: BAYVIEW LOAN SERVICING, LLC.
Borrower(s): JESUS H MOTTA, KRISTY Y MOTTA
Property Address: 1751 PINWOOD DRIVE # B-4 MINDEN, NV 89423
Loan No.:598608
T.S. No.: 14-27387


The undersigned, as an authorized agent or employee of the mortgage servicer named below, 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 explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made on: -----
2. Despite the exercise of due diligence pursuant to Nevada Senate Bill 321 Section 11.4, the Mortgage servicer has been unable to contact the borrower 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 on:
3. - No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of NRS Chapter 107.
4. The requirements of Nevada Senate Bill 321 do not apply due to the qualifications set forth in NRS Chapter 107:
 - a. The loan is not secured by a first mortgage deed of trust that secures a loan, or that encumbers real property.
 - b. The real property is not occupied by the borrower(s).

The undersigned certifies 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.

Bayview Loan Servicing, LLC

Dated: 09/12/2014

By: 

Gregory Harrison
Operations Quality Assurance Analyst