

DOUGLAS COUNTY, NV

2014-850299

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10/02/2014 03:55 PM

PREMIER AMERICAN TITLE

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. : 14-20760-SP-NV
Title Order No. : 61401180

APN: 1320-33-810-055

**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 12/13/2004, executed by Lance Sims, a married man, as his sole and separate property, as Trustor, to secure certain obligations in favor of New Century Mortgage Corporation as beneficiary recorded 12/17/2004 as Instrument No. 0632343 BK 1204 PG 08684 (or Book, Page) of the Official Records of DOUGLAS County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$273,000.00.

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 04/01/2011 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:

Select Portfolio Servicing, Inc.
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: 888-818-6032

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>.

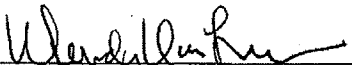
The Property Address: 1437 N. MARION RUSSELL DR. , GARDNERVILLE NV 89410

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 : 10-2, 2014

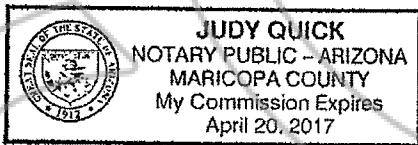
National Default Servicing Corporation, As Trustee for Select Portfolio Servicing Inc., as servicing agent for Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2005-NC2, Mortgage Pass-Through Certificates, Series 2005-NC2


By: Wendy VanLuven, Director of Default Services

State of: Arizona
County of: Maricopa

On 10-2, 2014, before me, the undersigned, a Notary Public for said State, personally appeared **Wendy VanLuven** 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 

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

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

Select Portfolio Servicing Inc., as servicing agent for Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2005-NC2, Mortgage Pass-Through Certificates, Series 2005-NC2
Full Name

3815 South West Temple
Salt Lake City, UT 84115
Street, City, County, State, Zip

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

Select Portfolio Servicing Inc., as servicing agent for Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2005-NC2, Mortgage Pass-Through Certificates, Series 2005-NC2
Full Name

3815 South West Temple
Salt Lake City, UT 84115
Street, City, County, State, Zip

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

Select Portfolio Servicing, Inc.
Full Name

3815 South West Temple
Salt Lake City, UT 84115
Street, City, County, State, Zip

2. The Current Beneficiary, the successor in interest of the beneficiary or the trustee of the Deed of Trust is in either actual or constructive possession of the Note secured by the Deed of Trust.
3. That 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 to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of:
 - 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 terms and conditions of the underlying obligation or debt

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- 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 exercise of the power of sale; and
 - vi. Contact information for obtaining the most current amounts due, including the local or toll-free number.
4. The obligor or borrower(s) of the obligation or debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit at the toll free number 1-888-290-4323.
5. Pursuant to my review of the relevant business records 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) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Recorded Date: 06/17/2014

Recorded Number: 844607

Name of Assignor: New Century Mortgage Corporation by its Attorney-in-fact
Select Portfolio Servicing, Inc.

Name of Assignee: Deutsche Bank National Trust Company, as Trustee, in
Trust for the Registered Holders of Morgan Stanley ABS Capital I Inc. Trust
2005-NC2, Mortgage Pass-Through Certificates. Series 2005-NC2

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6. The following is the true and correct signature of the affiant:

Jim Paulford 9/26/2014

Dated this 26 day of September, 2014.

Affiant Name: Jim Paulford

Title: Document Control Officer

Signed By: Select Portfolio Servicing Inc., as servicing agent for Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2005-NC2, Mortgage Pass-Through Certificates, Series 2005-NC2

STATE OF Utah)

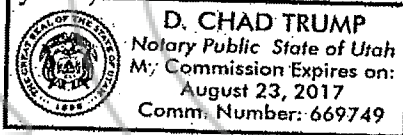
SS:

COUNTY OF Salt Lake)

Sworn to and subscribed before me on the 26th day of September, 2014, by Jim Paulford*

*Document Control Officer

(Notary Seal)



D. Chad Trump
NOTARY PUBLIC IN AND
FOR SAID COUNTY AND
STATE

NEVADA DECLARATION OF COMPLIANCE

Re:

Loan Number: 0013614797

Borrower Name: LANCE SIMS

Address: 1437 N MARION RUSSELL DR, GARDNERVILLE, NV 89410

Beneficiary: Deutsche Bank National Trust Company, as Trustee, in trust for the registered holders of Morgan Stanley ABS Capital I Inc. Trust 2005-NC2, Mortgage Pass-Through Certificates, Series 2005-NC2

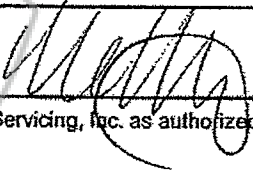
The undersigned beneficiary or authorized agent for the beneficiary hereby declares under the law of the State of Nevada that:

- 1) The beneficiary or beneficiary's authorized agent has made contact with the borrower pursuant to SB 321 Section 11 (2) to assess their financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since "initial contact" was made.
- 2) The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower pursuant to SB 321 Section 11 (5). Thirty (30) days or more have passed since the due diligence requirements were satisfied.
- 3) No contact was required pursuant to SB 321 Section 3, as the borrower 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) No contact was required pursuant to SB 321 Section 3, as the borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, trustee, or authorized agent.
- 5) The provisions of SB 321 Section 11 do not apply because the property is not owner occupied as the principal residence of the borrower(s).

Dated:

SEP 09 2014

By:


Select Portfolio Servicing, Inc. as authorized agent of Beneficiary

Matthew Huerta
Document Control Officer