

DOUGLAS COUNTY, NV

2014-851821

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10/29/2014 10:15 AM

SERVICELINK/ TRUSTEE CORPS

KAREN ELLISON, RECORDER

APN 1420-34-510-019

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

TRUSTEE CORPS  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103

TS No. NV08000205-14-1-FT

TO No. 140323887-NV-VOO

Commonly known as: 2797 SQUIRES STREET, MINDEN, NV 89423

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

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of November 30, 2005, executed by RUSSELL THAYER WEIL AND SUSAN LYNN WEIL, HUSBAND AND WIFE., as Trustor, to secure obligations in favor of ALLIED FIRST BANK as original Beneficiary, recorded December 2, 2005 as Instrument No. 0662097 in Book 1205, on Page 696 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$516,000.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due July 1, 2010 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED 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**

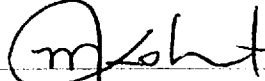
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, 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.

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 MASTR Alternative Loan Trust 2006-2, Mortgage Pass-Through Certificates, Series 2006-2  
c/o TRUSTEE CORPS  
3571 Red Rock St., Ste B  
Las Vegas, NV 89103  
Phone No: 949-252-8300 TS No: NV08000205-14-1-FT

Dated: October 28, 2014

MTC Financial Inc. dba Trustee Corps, as Duly Appointed Successor Trustee

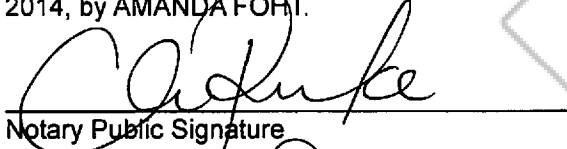


By: Amanda Foht, Authorized Signatory

State of NEVADA  
County of CLARK

This instrument was acknowledged before me on \_\_\_\_\_, 2014, by AMANDA FOHT.

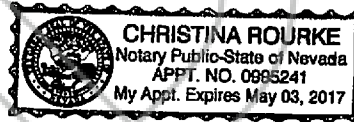
October 28



Notary Public Signature

Christina Rourke

Printed Name



My Commission Expires: 5/3/17

Trustee Corps may be acting as a debt collector attempting to collect a debt. Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

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

**Borrowers Identified in Deed of Trust:**

RUSSELL THAYER WEIL  
SUSAN LYNN WEIL

**Trustee Address:**

17100 Gillette Ave  
Irvine, CA 92614

**Property Address:**

2797 SQUIRES STREET  
MINDEN, NV 89423

**Deed of Trust Instrument Number:**

0662097 Book 1205 Page 696

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

1. I am an Officer of Suntrust Mortgage, Inc. I am duly authorized to make this Affidavit for Suntrust Mortgage, Inc. 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 from my 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, my review of the records of the recorder of the county in which the property is located, and/or title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State. I 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 Suntrust Mortgage, Inc.'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:

MTC Financial Inc. dba Trustee Corps

17100 Gillette Ave

Irvine, CA 92614

5. 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  
MASTR ALTERNATIVE LOAN TRUST  
2006-2 MORTGAGE PASS-  
THROUGH CERTIFICATES, Series  
2006-2

101 Barclay St.

New York, NY 10286

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

The Bank of New York Mellon, (fka The Bank of New York), as Trustee for  
MASTR ALTERNATIVE LOAN TRUST  
2006-2 MORTGAGE PASS-  
THROUGH CERTIFICATES, Series  
2006-2

101 Barclay St.

New York, NY 10286

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

SunTrust Mortgage, Inc.

1001 Semmes Ave.

Richmond, VA 23224

8. The beneficiary, its successor in interest, or the trustee of the Deed of Trust has actual or constructive possession of the note secured by the Deed of Trust and is entitled to enforce the obligation or debt secured by the Deed of Trust.

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 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; and (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, and receive a recitation of the information contained in this Affidavit: **1-855-223-4680**.

COPY

11. Pursuant to my 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: 12/02/2005  
Record Number: 0662098 Book 1205 Page 710  
Assignee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS

Recorded Date: 01/08/2013  
Record Number: 0815855 Book 0113 Page 1703  
Assignee: THE BANK OF NEW YORK MELLON, (FKA THE BANK OF NEW YORK), AS TRUSTEE FOR MASTR ALTERNATIVE LOAN TRUST 2006-2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-2

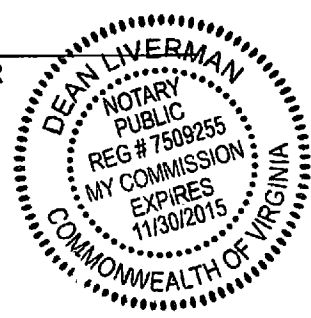
SUNTRUST MORTGAGE, INC., AS ATTORNEY IN FACT FOR THE BANK OF NEW YORK MELLON, (FKA THE BANK OF NEW YORK), AS TRUSTEE FOR MASTR ALTERNATIVE LOAN TRUST 2006-2 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-2

Signed By: Reginald Whitefield Dated: 10-21-14  
Print Name: Reginald Whitefield, Officer

STATE OF VIRGINIA )  
CITY OF RICHMOND ) ss:

On this 21<sup>st</sup> day of OCTOBER, 2014, personally appeared before me, a Notary Public, in and for said City and State, REGINALD WHITEFIELD, 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.

[Signature]  
NOTARY PUBLIC IN AND FOR SAID CITY AND STATE



Borrower(s): RUSSELL THAYER WEIL  
SUSAN LYNN WEIL  
Property Address: 2797 SQUIRES STREET  
MINDEN, NV 89423  
T.S No: NV08000205-14-1-FT

**DECLARATION OF COMPLIANCE**  
(SB321 Section11)

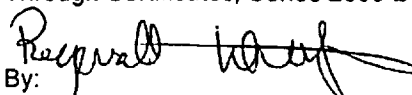
The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

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: 10-21-14

SunTrust Mortgage, Inc., as attorney in fact for The Bank of New York Mellon FKA The Bank of New York as Trustee for MASTR Alternative Loan Trust 2006-2, Mortgage Pass-Through Certificates, Series 2006-2

By: 

Title: OFFICER

Reginald Whitfield