

DOUGLAS COUNTY, NV

2014-853962

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12/05/2014 03:16 PM

FIRST AMERICAN NATIONAL DEFAULT TITLE

KAREN ELLISON, RECORDER

APN: 1220-24-811-004  
RECORDING REQUESTED BY  
FIRST AMERICAN TITLE INSURANCE CO

AND WHEN RECORDED MAIL TO  
**ROBERT E. WEISS INCORPORATED**  
920 S. VILLAGE OAKS DRIVE  
COVINA, CA 91724  
(626) 967-4302  
(626) 967-9216 (Fax)

Space above this line for recorder's use only

Trustee Sale No. 12-0120-NV

Loan No. 7100307383

Title Order No. 6485626

The undersigned hereby affirms that there is no social security number contained in this document

## IMPORTANT NOTICE NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: ROBERT E. WEISS INCORPORATED 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 06-10-2006, executed by GINGER L. JOHNSTON, AN UNMARRIED WOMAN AND EUGENE GRIFFING AND ROSEANN GRIFFING, HUSBAND AND WIFE as Trustor, to secure certain obligations in favor of AMERIQUEST MORTGAGE COMPANY under a Deed of Trust Recorded 07-20-2006, Book , Page , Instrument 0680106 of Official Records in the Office of the Recorder of DOUGLAS County, State of Nevada, securing, among other obligations, 1 note(s) for the sum of \$179,000.00.

The street address of the real property described above is purported to be:  
627 THOROBRED AVENUE  
GARDNERVILLE, NV 89410

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of:

**FAILURE TO PAY MONTHLY PRINCIPAL AND INTEREST INSTALLMENTS DUE 10/01/2011 AND ALL SUBSEQUENT INSTALLMENTS TOGETHER WITH LATE CHARGES.**

You may have the right to cure the default herein and reinstate the obligation by said Deed of Trust above described. Section 107.080NRS permits certain defaults to be cured upon the payments of that portion of principal and interest, which would not be due had no default occurred. This amount is **\$52,285.65** as of date of this Notice and will increase until your account becomes current. Where reinstatement is possible, if the default is not cured within 35 days following the recording and mailing to Trustor or Trustor's successor in interest of this notice, the right of reinstatement will terminate and the property may thereafter be sold.

That by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said 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 has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

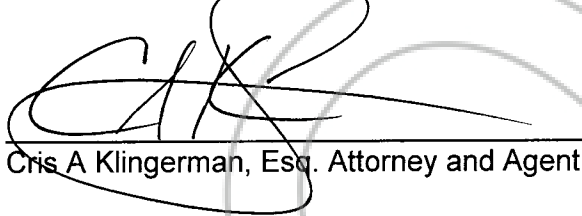
To find out the amount you must pay, to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

**BANK OF AMERICA NATIONAL ASSOCIATION, A NATIONAL BANKING ASSOCIATION,  
AS SUCCESSOR IN INTEREST BY MERGER TO  
MERRILL LYNCH CREDIT CORPORATION  
C/O ROBERT E. WEISS INCORPORATED  
ATTN: FORECLOSURE DEPARTMENT  
920 S. VILLAGE OAKS DRIVE  
COVINA, CA 91724  
(626) 967-4302**

If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan

Date: December 02, 2014

ROBERT E. WEISS INCORPORATED, as Trustee

  
Cris A Klingerman, Esq. Attorney and Agent

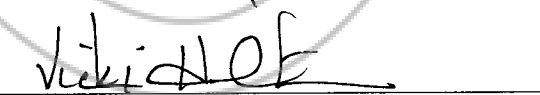
ROBERT E. WEISS INCORPORATED IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

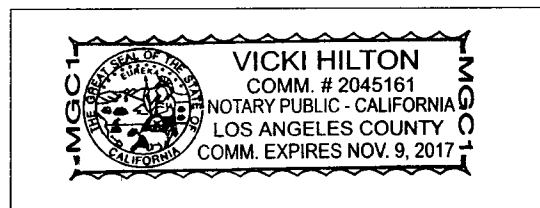
State of California  
County of Los Angeles

On December 02, 2014 before me, Vicki Hilton, the undersigned Notary Public in and for said county, personally appeared Cris A Klingerman, Esq., 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.

  
Notary Public in and for said County and State



Notary seal

**AFFIDAVIT OF AUTHORITY  
TO EXERCISE THE POWER OF SALE**  
§NRS 107.080

Property Owners:  
GINGER L. JOHNSTON, AN UNMARRIED  
WOMAN AND EUGENE GRIFFING AND  
ROSEANN GRIFFING, HUSBAND AND WIFE

Trustee Address:  
ROBERT E. WEISS INCORPORATED  
920 VILLAGE OAKS DRIVE  
COVINA, CA 91724  
T.S.# 12-0120-NV  
Loan # 7100307383  
Deed of Trust Instrument # 0680106

Property Address:  
627 THOROBRED AVENUE  
GARDNERVILLE, NV 89410

STATE OF NEW JERSEY )  
COUNTY OF BURLINGTON )

} ss:

The affiant, Michael Bittman, being first duly sworn upon oath states,  
under penalty of perjury, that:

1. I am an employee of PHH Mortgage Corporation I am duly authorized to make this  
Affidavit for PHH Mortgage Corporation 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. I acquired such personal  
knowledge through 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 business records were  
maintained by the beneficiary, the successor in interest of the beneficiary, or the servicer in the regular and  
ordinary course of business. It is the practice of the beneficiary, the successor in interest of the beneficiary,  
or the servicer 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").  
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 such personal knowledge; are kept by LOAN PROCESSING SERVICES in the course of regularly  
conducted business activity; and it is the regular practice of LOAN PROCESSING SERVICES to make and keep  
such records. The information in this affidavit is based on those Business Records, which meet the standards  
set forth in NRS 51.135.

3. I have continuing access to the Business Records for the Subject Loan, I am familiar with those Business Records, and I have personally reviewed the Business Records relied upon to compile this Affidavit. If sworn as a witness, I could competently testify to the facts contained herein.

4. The full name and business address of the current trustee or the current trustee's personal representative or assignee is:

ROBERT E. WEISS INCORPORATED, 920 VILLAGE OAKS DRIVE  
COVINA CA 91724

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

BANK OF AMERICA NATIONAL ASSOCIATION, A NATIONAL BANKING  
ASSOCIATION, AS SUCCESSOR IN INTEREST BY MERGER TO MERRILL LYNCH  
CREDIT CORPORATION, 5201 GATE PARKWAY JACKSONVILLE FL 32256

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

BANK OF AMERICA NATIONAL ASSOCIATION, A NATIONAL BANKING  
ASSOCIATION, AS SUCCESSOR IN INTEREST BY MERGER TO MERRILL LYNCH  
CREDIT CORPORATION, 5201 GATE PARKWAY JACKSONVILLE FL 32256

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

PHH MORTGAGE SERVICES 2001 BISHOPS GATE BLVD MT LAUREL NJ 08054

8. The beneficiary under the deed of trust, the successor in interest of the beneficiary, the servicer, or the trustee is entitled to enforce the obligation or debt secured by the deed of trust because it is:

- In actual or constructive possession of the note secured by the deed of trust;
- The holder of the instrument constituting the obligation or debt;
- A non-holder in possession of the instrument who has the rights of a holder; or
- A person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under NRS 104.3309.

9. The beneficiary or its successor in interest, 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 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 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 and a 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 and answers to any questions concerning the information contained in this Affidavit.

10. The borrower or obligor may call the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: 800-936-8303

11. Pursuant to my personal knowledge acquired by a review of the Business Records of the beneficiary,

- The successor in interest of the beneficiary,
- The business records of the servicer of the obligation or debt secured by the Deed of Trust,
- The records of the county recorder where the subject real property is located,
- 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 are the date(s); recordation number(s) (or other unique designation(s)) and name of each assignee under, each recorded assignment of the subject deed of trust:

Date	Recording number	Name of Assignee
12/24/2008	734965	PHH Mortgage Corporation
4/20/2010	762335	Merrill Lynch Credit Corporation

12. The beneficiary, 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 subject real property.

Signed By:  Date: 10/17/14

Michael Bitterman

Alec Holt

Subscribed and sworn to before me, \_\_\_\_\_, (notary's name), a notary public in the aforementioned

state and county, by Michael Bitterman (Affiant's name) on the 17<sup>th</sup> day of October, 20 14.

Notary signature 

My Commission Expires: 9/19/2018

(seal)

ALEC W. HOLT  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 9/19/2018

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

**Trustee Sale No. 12-0120-NV**

Loan No. 7100307383

APN: 01220-24-811-004

Property: 627 THOROBRED AVENUE, GARDNERVILLE, NV 89410

Trustor: GINGER L. JOHNSTON, AN UNMARRIED WOMAN AND EUGENE GRIFFING AND ROSEANN GRIFFING, HUSBAND AND WIFE

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares as follows:

1.  The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and explore options for the borrower to avoid foreclosure as required by NRS § 107 (SB 321/HOBR Sec. 11(2)). Thirty (30) days, or more, have passed since the initial contact was made.
2.  The mortgage servicer has tried with due diligence to contact the borrower as required by NRS § 107 (SB 321/HOBR Sec. 11(5)), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required because:
  - a.  The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS § 107 (SB 321/HOBR Sec. 11) pursuant to NRS § 107 (SB 321/HOBR Sec. 7.5).
  - b.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the individual(s) identified above do/does not meet the definition of a borrower set forth in NRS § 107 (SB 321/HOBR Sec. 3)
  - c.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a residential mortgage loan (as defined in NRS § 107 (SB 321/HOBR Sec. 7)), OR, if the loan is a residential mortgage loan, it is NOT the **most senior** residential mortgage loan encumbering the above-referenced property.
  - d.  The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.

4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1) were timely sent per statute.

I certify 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.

Date: 9/8/14

PHH Mortgage Corporation

By: 

Name (Print): Michael Bitterman

