

DOUGLAS COUNTY, NV

2014-854515

Rec:\$219.00

\$219.00 Pgs=6

12/16/2014 12:27 PM

ORDM - TSG

KAREN ELLISON, RECORDER

APN: 1219-01-000-010

WHEN RECORDED MAIL TO:

New Penn Financial, LLC d/b/a

Shellpoint Mortgage Servicing

55 BEATTIE PLACE

SUITE 110 MAIL STOP 005

GREENVILLE, SC 29601

TS No.: 14-51964 TSG Order No.: 02-14009060

The undersigned hereby affirms that there is no Social Security number contained in this document.

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

NOTICE IS HEREBY GIVEN THAT: Old Republic Default Management Services, a Division of Old Republic National Title Insurance Company, P.O. Box 250, Orange, CA 92856-6250 is either the original Trustee, the duly appointed substituted or acting as agent for the trustee or beneficiary under a Deed of Trust dated 10/26/2006, executed by **KIRK C. BAXTER AND LORI RAE BAXTER, WIFE AND HUSBAND AS JOINT TENANTS**, as trustor in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., A CORPORATION**, recorded 11/28/2006, under instrument no. 0689504, in Book --, Page --, of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations.

The property address is purported to be: **1335 BERNING WAY, GARDNERVILLE, NV 89460**

Included among these obligations is one Note for the Original sum of \$454,480.00. The beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as servicer for, **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWMBS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2006-19 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-19** as the current beneficiary or its agent; and a breach of, and/or default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

Installment of Principal and Interest plus impounds and/or advances which became due on 12/1/2008 plus late charges, and all subsequent installments of principal, interest, plus impounds and/or advances and late charges that become payable.

That by reason thereof the present Beneficiary under such Deed of Trust 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.

T.S. No.: 14-51964

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 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.

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

New Penn Financial, LLC d/b/a
Shellpoint Mortgage Servicing
55 BEATTIE PLACE
SUITE 110 MAIL STOP 005
GREENVILLE, SC 29601
Attn: Foreclosure Department
888-404-5175

Old Republic National Title Insurance Company
PO Box 250
Orange, California 92856-6250
(866) 263-5802

Dated: 12/15/2014

Old Republic National Title Insurance Company, as
Trustee and/or as Agent for the beneficiary

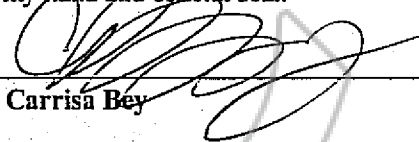
By: 
Dalaysia Ramirez, Assistant Secretary

State of California } ss
County of Orange }

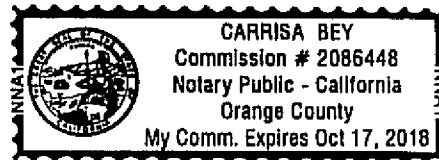
On 12/15/2014 before me, Carrisa Bey Notary Public, personally appeared DALAYSIA RAMIREZ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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.

WITNESS my hand and official seal.

Signature


Carrisa Bey

(Seal)



"We are attempting to collect a debt, and any information we obtain will be used for that purpose."

NEVADA DECLARATION OF COMPLIANCE
NRS Chapter 107, as revised by SB 321 section 11 subsection 6

Borrower(s): KIRK C. BAXTER and LORI RAE BAXTER
Mortgage Servicer: New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing
Property Address: 1335 BERNING WAY
 GARDNERVILLE, NV 89460

The undersigned mortgage servicer representative declares as follows (Check ONE):

- The mortgage servicer contacted the borrower to assess the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by NRS Chapter 107, as revised by SB 321 section 11 subsection 2. Thirty days, or more, have passed since the initial contact was made.
- The mortgage servicer tried with due diligence but was unable to contact the borrower as required by NRS Chapter 107, as revised by SB 321 section 11 subsection 5. Thirty days, or more, have passed since these due diligence efforts were satisfied.
- The mortgage servicer was not required to comply with NRS Chapter 107, as revised by SB 321 section 11, because the individual does not meet the definition of a "borrower" under NRS Chapter 107 as revised by SB 321 section 3.
- The mortgage servicer was not required to comply with NRS Chapter 107, as revised by SB 321 section 11, because it is a financial institution that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer owner-occupied real properties located in the State of Nevada.

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

Executed on October 4 2014 at Houston, Texas.

New Penn Financial, LLC d/b/a Shellpoint
Mortgage Servicing

By: _____

Gary Cowherd

T.S. No.: 14-51964
APN: 1219-01-000-010

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

Property Owners:
KIRK C. BAXTER and LORI RAE BAXTER

Trustee Address:
Old Republic Default Management Services, a
Division of Old Republic National Title Insurance
Company, P.O. Box 250, Orange, CA 92856-6250
500 City Parkway West, Suite 200
Orange, CA 92868
Deed of Trust Document Instrument Number
11/28/2006 0689504 ---

Property Address:
1335 BERNING WAY
GARDNERVILLE, NV 89460

The affiant, Matthew Windon, being first duly sworn upon oath, based on personal knowledge which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the above-referenced deed of trust (hereinafter Deed of Trust) in accordance with the standards set forth in Nevada Revised Statutes § 51.135, and under penalty of perjury, attests that I am an authorized representative of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust, which is described in the Notice of Default and Election to Sell to which this affidavit is attached.

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

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

Old Republic Default Management Services, a Division of Old Republic National Title Insurance Company, P.O. Box 250, Orange, CA 92856-6250 Full Name	500 City Parkway West, Suite 200 Orange, CA 92868 Street, City, County, State, Zip
--	--

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

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as servicer for, THE BANK OF NEW YORK MELLON	55 BEATTIE PLACE SUITE 110 MAIL STOP 005 GREENVILLE, SC 29601
---	---

FKA THE BANK OF NEW YORK, AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF
CWMBS, INC., CHL MORTGAGE PASS-
THROUGH TRUST 2006-19
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-19

Full Name

Street, City, County, State, Zip

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

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC., AS
NOMINEE FOR COUNTRYWIDE HOME
LOANS, INC., A CORPORATION

Full Name

Street, City, County, State, Zip

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

New Penn Financial, LLC d/b/a
Shellpoint Mortgage Servicing

Full Name

55 BEATTIE PLACE
SUITE 110 MAIL STOP 005
GREENVILLE, SC 29601
Street, City, County, State, Zip

2. The beneficiary, its successor in interest, or the trustee of the Deed of Trust is: (a) in actual or constructive possession of the Note secured by the Deed of Trust; or (b) entitled to enforce the obligation or debt secured by the Deed of Trust because the beneficiary, its successor in interest, or the trustee is the holder of the instrument, a non-holder in possession of the instrument who has the rights of a holder, or a party not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under Nevada Revised Statutes § 104.3309.

3. The beneficiary, its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, the trustee, or an attorney representing any of those parties, has sent a written statement to the obligor or borrower of the obligation or debt secured by the Deed of Trust detailing:

- a. the amount of the payment required in order to cure 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 written statement;
- b. the amount in default;
- c. the principal amount of the obligation or debt secured by the Deed of Trust;
- d. the amount of accrued interest and late charges;
- e. a good faith estimate of all fees imposed in connection with the exercise of the power of sale;
- f. 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 could call to receive the most current amounts due and a recitation of the information contained in this affidavit.

4. The 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 is:

(866) 263-5802
Local or toll-free telephone number

5. The following information consists of the date, recordation number/other unique designation of, and the name of each assignee under each recorded assignment of the Deed of Trust, and is based on: (a) the direct personal knowledge of the affiant; (b) the personal knowledge which the affiant acquired by a review of the business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust in accordance with the standards set forth in Nevada Revised Statutes § 51.135; (c) information contained in the records of the recorder of the county in which the property is located; or (d) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada pursuant to chapter 692A of the Nevada Revised Statutes:

**THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWBMS, INC., CHL
MORTGAGE PASS-THROUGH TRUST 2006-19
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-19**


<u>09/17/2009</u>	<u>750783</u>	
Date	Recordation Number	Name of Assignee

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

Dated this 30th day of September, 2014.

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing

Signed by:



Printed Name of Affiant:

Matthew Winder