

DOUGLAS COUNTY, NV

2014-854643

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12/18/2014 02:53 PM

LSI TITLE AGENCY INC.

KAREN ELLISON, RECORDER

APN No.: 1220-16-510-080
Recording requested by:

When recorded mail to:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

TS No.: NV-14-630355-AB
Order No.: 140148618

Space above this line for recorders use

I, the undersigned affiant, affirm that the attached document, including my exhibits, hereby submitted for recording does not contain the social security number of any person or persons, pursuant to NRS 239b.030.

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: QUALITY LOAN SERVICE CORPORATION, is the original Trustee, the duly appointed Substituted Trustee or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated 11/14/2007, executed by **RYAN EMMITT MCLAUGHLIN**, A/K/A RYAN EMMITT MCLAUGHLIN AND **JENNIFER LEE MCLAUGHLIN**, HUSBAND AND WIFE AS JOINT TENANTS, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CHEVY CHASE BANK, F.S.B.**, Recorded on 12/4/2007, **Instrument No. 0714262** and modified as per Modification Agreement recorded 6/24/2011 as Instrument No. 785460, in Book 611, on Page 5125 and modified as per Modification Agreement recorded 1/30/2009 as Instrument No. 0736782, in Book 0109, on Page 6551 of Official Records in the Office of the Recorder of **DOUGLAS** County, State of **NEVADA**, describing land therein, AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST. Property Address: **1323 MARLETTE CIRCLE, GARDNERVILLE, NV 89460**, securing, among other obligations, **1 NOTE(S) FOR THE ORIGINAL sum of \$357,000.00**; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; that a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of: **THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 3/1/2012, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES FORECLOSURE COSTS AND LEGAL FEES, PLUS IMPOUNDS IF ANY, AND/OR ADVANCES, IF ANY, THAT BECOME PAYABLE**; 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.

NOTICE

YOU ARE HEREBY ADVISED THAT IF YOUR PROPERTY IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION. You may have the legal right to cure the default hereon, bring your account in good standing, and reinstate the obligation secured by the 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 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, or for owner-occupied housing, more than 5 days prior to the sale date, 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. No sale date may be set until three months from the date this notice of default is recorded (which Date of recordation appears on this notice).

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 in 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. To find out the amount you must pay, to arrange for payment to stop the foreclosure, discuss the possibility of arranging a loan modification, or if your property is in foreclosure for any other reason, contact:

Capital One, N.A.

Contact: Waymon Preston
Department: Loss Mitigation Department
Phone: 972-372-7277
Toll Free: 877-230-8516

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.

HUD sponsors Housing Counseling Agencies to provide free to low cost advice. **Housing for Nevada** is one of the local housing counseling agencies approved and sponsored by HUD in this state. You may contact this agency using the following contact information:

**265 E. Warm Springs Rd., Suite 107
Las Vegas, NV 89119-4230
702-270-0300
<http://www.housingfornevada.org>**

CONDITION OF SALE: The successful bidder will be required to pay county documentary transfer tax, any city tax, and any other applicable taxes or fees (including, but not limited to, the fee for recording Preliminary Change of Ownership report) to the auctioneer at the time of sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

QUALITY MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT, ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

TS No.: NV-14-630355-AB

Dated:

Quality Loan Service Corporation, as Trustee

DEC 17 2014

Stephanie Fuentes
By: Stephanie Fuentes, Assistant Secretary

State of: California)

) ss.

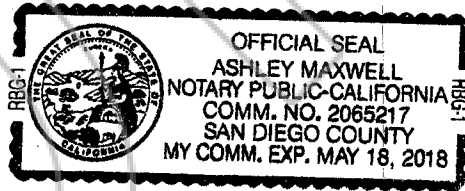
County of: San Diego)

On DEC 17 2014 before me, Ashley Maxwell a notary public, personally appeared Stephanie Fuentes, 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. (Seal)

Ashley Maxwell
Ashley Maxwell



**NEVADA DECLARATION OF COMPLIANCE
NRS 107.510(6)**

Borrower(s): RYAN EMMITT MCLAUGHLIN, JENNIFER LEE MCLAUGHLIN
Property Address: 1323 MARLETTE CIRCLE, GARDNERVILLE, NV 89460
Trustee Sale Number: NV-14-630355-AB

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

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.

1. The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by NRS 107.510(2). Initial contact was made on _____, 201____; *or*
2. The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on August 12, 2014; *or*
3. The requirements of NRS 107.510 do not apply, because:
 - a. The mortgage servicer is exempt pursuant to NRS 107.460 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.
 - b. The mortgage servicer is exempt pursuant to NRS 107.560(5)(b) by virtue of being in compliance with the relevant provisions of 12 C.F.R. Part 1024, commonly known as Regulation X, and 12 C.F.R. Part 1026, commonly known as Regulation Z, as those regulations are amended by the Final Servicing Rules issued by the Consumer Financial Protection Bureau in 78 Federal Register 10,696 on February 14, 2013, and all amendments thereto.
 - c. The individual(s) do not meet the definition of a "borrower" as set forth in NRS 107.410.
 - d. The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS 107.450) which is 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).

In light of the foregoing, the mortgage servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and NRS 107.500(1) were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) the mortgage servicer has complied with the requirements set forth in NRS 107.520 and NRS 107.530 regarding the acceptance and processing of foreclosure prevention alternative applications.

Trustee Sale Number: NV-14-630355-AB

Dated: October 2, 2014

Capital One, N.A.



Signature of Agent or Employee

Joseph Lafreniere, Jr., AVP, Home Loans
Printed Name of Agent or Employee

COPY

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):
RYAN EMMITT MCLAUGHLIN,
JENNIFER LEE MCLAUGHLIN

Trustee Name and Address:
Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:
1323 MARLETTE CIRCLE
GARDNERVILLE, NV 89460

Deed of Trust Document:
Instrument No. 0714262

STATE OF TEXAS)
)
) ss:
COUNTY OF COLLIN)

The affiant, Joseph Lafreniere, Jr., being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Capital One, N.A.. I am duly authorized to make this Affidavit for Capital One, N.A. 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, as set forth in NRS 107.080(2)(c) and 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 Capital One, N.A.'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:

Full Name	Street, City, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

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

APN: 1220-16-510-080
File No.: NV-14-630355-AB

Full Name	Street, City, State, Zip
Capital One, N.A.	Capital One, N.A. 7933 Preston Road Plano, TX 75024

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

Full Name	Street, City, State, Zip
Capital One, N.A.	Capital One, N.A. 7933 Preston Road Plano, TX 75024

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

Full Name	Street, City, State, Zip
Capital One, N.A.	Capital One, N.A. 7933 Preston Road Plano, TX 75024

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt; (2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

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 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; (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, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: .

11. Pursuant to my personal 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:

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Recorded Date	Recording Number	Name of Assignor	Name of Assignee
8/3/2012	806922	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CHEVY CHASE BANK, F.S.B.	CAPITAL ONE, N.A.
2/7/2013	*817778	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CHEVY CHASE BANK, F.S.B.	CAPITAL ONE, N.A.

*Corrective assignment correcting assignment with instrument # 806922 that recorded on 8/3/2012.

Signed By: 

Dated: November 24, 2014

Print Name: Joseph Lafreniere, Jr.
Assistant Vice President, Home Loans

STATE OF TEXAS)
) ss:
COUNTY OF COLLIN)

On this 24 day of November, 2014, personally appeared before me, a Notary Public, in and for said County and State, Joseph Lafreniere, Jr., 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.


NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

