

DOUGLAS COUNTY, NV

2015-856323

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01/30/2015 03:51 PM

LSI TITLE AGENCY INC.

KAREN ELLISON, RECORDER

APN(s): 1319-19-612-004  
Recording requested by:

When recorded mail to:  
Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101  
619-645-7711

TS No.: NV-13-593123-JP

Space above this line for recorders use only

Order No.: 130191128-NV-MSO

Property Address: 115 TRAMWAY DRIVE, UNIT 4B, STATELINE, NV 89449

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

## Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **9/26/2005**, executed by **TREY M. GRIFFIN A SINGLE MAN**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION**, as beneficiary, recorded **9/30/2005**, as **Instrument No. 0656553**, of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$188,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; 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 1/1/2012, 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's fees, 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. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.**

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.

TS No.: NV-13-593123-JP  
Notice of Default

**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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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.

**For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:**

**Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2005-80CB, Mortgage Pass-Through Certificates Series 2005-80CB**  
c/o Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101  
619-645-7711

**To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:**

**Select Portfolio Servicing, Inc.**  
**Contact: Jennifer Coleman**  
**Department: Loss Mitigation Department**  
**Toll Free: 888-818-6032**

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nlslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

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.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

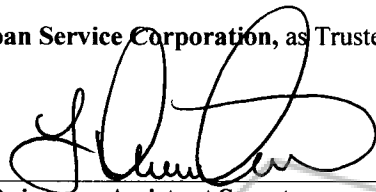
**QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

TS No.: NV-13-593123-JP  
Notice of Default

Dated:

1/29/15.

Quality Loan Service Corporation, as Trustee



By: Lilia Quintana, Assistant Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of: California)

County of: San Diego)

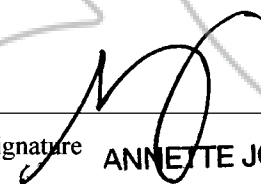
On 1/29/15 before me, ANNETTE JOHNSON a notary public, personally appeared LILIA QUINTANA, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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)



  
Signature ANNETTE JOHNSON

NEVADA DECLARATION OF COMPLIANCE

Re:

Loan Number:



Borrower Name: TREY GRIFFIN

Address: 115 TRAMWAY DRIVE UNIT 4B, STATELINE, NV 89449

Beneficiary: Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2005-80CB, Mortgage Pass-Through Certificates Series 2005-80CB

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).

JAN 16 2015

Dated:

\_\_\_\_\_

By:

  
\_\_\_\_\_

Select Portfolio Servicing, Inc. as authorized agent of Beneficiary

**Matthew Huerta**  
**Document Control Officer**

## AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): TREY M GRIFFIN	Trustee Name and Address: Quality Loan Service Corp. 2141 5 <sup>th</sup> Avenue San Diego, CA 92101
Property Address: 115 TRAMWAY DRIVE, UNIT 4B STATELINE, NV 89449	Deed of Trust Document Instrument No. 0656553

STATE OF Utah )  
 ) ss:  
 COUNTY OF Salt Lake )

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

1. I am an employee of Select Portfolio Servicing, Inc.. I am duly authorized to make this Affidavit for Select Portfolio Servicing, 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, 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 Select Portfolio Servicing, 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:

Quality Loan Service Corp.	2141 5 <sup>th</sup> Avenue San Diego, CA 92101
Full Name	Street, City, State, Zip

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

Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2005-80CB, Mortgage Pass-Through Certificates Series 2005-80CB, c/o		Select Portfolio Servicing, Inc. 3815 South West Temple Salt Lake City, Utah 84115
Full Name		Street, City, State, Zip

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

Bank of New York Mellon, f/k/a The Bank of New York, as trustee, on behalf of the holders of the Alternative Loan Trust 2005-80CB, Mortgage Pass- Through Certificates Series 2005- 80CB, c/o		Select Portfolio Servicing, Inc. 3815 South West Temple Salt Lake City, Utah 84115
Full Name		Street, City, State, Zip

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

Select Portfolio Servicing, Inc.		Select Portfolio Servicing, Inc. 3815 South West Temple Salt Lake City, Utah 84115
Full Name		Street, City, State, Zip

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: 1-866-925-7495.

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 Assignee (From/To)
3/16/2012	798947	Mortgage Electronic Registration Systems, Inc./THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC. ALTERNATIVE LOAN TRUST 2005-80CB, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-80CB

Select Portfolio Servicing, Inc. as Attorney in Fact

Signed By: *Daniel Maynes* Dated: 4/23/14

Print Name: Daniel Maynes Document Control Officer

STATE OF Utah )  
COUNTY OF Salt Lake ) ss:

On this 23 day of April, 2014, personally appeared before me, a Notary Public, in and for said County and State, DANIEL MAYNES \*, 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.

\*Document Control Officer

*Christian Valiente*  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

