

DOUGLAS COUNTY, NV

2015-856373

Rec:\$221.00

\$221.00 Pgs=8

02/03/2015 08:46 AM

SPL INC - LA

KAREN ELLISON, RECORDER

APN(s): 1220-09-810-077

Recording requested by:

**Title365**

When recorded mail to:

Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101  
619-645-7711

TS No.: NV-14-639617-AB

Space above this line for recorders use only

Order No.: 733-1401013-70

Property Address: 1020 WAGON WHEEL COURT, GARDNERVILLE, NV 89460

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 7/12/2005, executed by Debra K. Ross, an unmarried woman & Misty D. Dee, a single woman, as Trustor, to secure certain obligations in favor of **Mortgage Electronic Registration Systems, Inc. as nominee for First Horizon Home Loan Corporation**, as beneficiary, recorded 7/18/2005, as Instrument No. 0649907, Book 0705, Page 8282, 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 **\$472,000.00**, 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 10/1/2010, 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-14-639617-AB  
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:**

**The Bank of New York, Mellon, as Trustee for FIRST HORIZON ALTERNATIVE MORTGAGE SECURITIES TRUST 2005-FA7 MORTGAGE PASS-THROUGH Certificates, Series 2005-FA7  
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:**

**Nationstar Mortgage LLC  
Contact: Loss Mitigation Team  
Department: Loss Mitigation Department  
Phone: 888-480-2432  
Toll Free: 888-480-2432**

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.

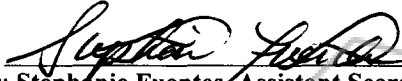
**QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

TS No.: NV-14-639617-AB  
Notice of Default

Dated:

1.30.15

Quality Loan Service Corporation, as Trustee



By: Stephanie Fuentes, 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 1.30.15 before me, Christine Marie Bitanga 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)

Signature  
  
Christine Marie Bitanga



**NEVADA DECLARATION OF COMPLIANCE  
NV SB 321 (2013) Sec. 11**

Borrower(s): DEBRA K ROSS & MISTY D DEE  
Property Address: 1020 WAGON WHEEL COURT GARDNERVILLE NV 89460  
Trustee Sale Number:

I am employed as a Assistant Secretary by Nationstar Mortgage LLC ("Nationstar"), the servicer for the mortgage loan.

I personally reviewed the business records of Nationstar and determined that:

- Nationstar contacted the borrower(s) as required by SB 321 (2013) Sec. 11(2).
- Nationstar attempted to contact the borrower(s) as required by SB 321 (2013) Sec.11(5).
- The requirements of SB 321 (2013) Sec. 11 do not apply because the individual(s) is not a Borrower and no contact was required.

I declare that the foregoing statement is true to the best of my knowledge and belief.

As all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded and to exercise the power of sale.

Nationstar Mortgage LLC

Dated: 9/20/14

Stephanie Watts 9/20/14  
Signature of Employee

Stephanie Watts  
Printed Name of Employee

Assistant Secretary



<b>Full Name</b>	<b>Street, City, State, Zip</b>
The Bank of New York, Mellon, as Trustee for FIRST HORIZON ALTERNATIVE MORTGAGE SECURITIES TRUST 2005-FA7 MORTGAGE PASS-THROUGH Certificates, Series 2005-FA7	C/O Nationstar Mortgage LLC 8950 Cypress Waters Blvd. Coppell, TX 75019

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
The Bank of New York, Mellon, as Trustee for FIRST HORIZON ALTERNATIVE MORTGAGE SECURITIES TRUST 2005-FA7 MORTGAGE PASS-THROUGH Certificates, Series 2005-FA7	C/O Nationstar Mortgage LLC 8950 Cypress Waters Blvd. Coppell, TX 75019

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
Nationstar Mortgage LLC	Nationstar Mortgage LLC 8950 Cypress Waters Blvd. Coppell, TX 75019

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 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:  
(888) 480-2432

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
6/5/2012	803496	Mortgage Electronic Registration Systems, Inc. as nominee for First Horizon Home Loan Corporation	THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK, AS TRUSTEE FOR THE HOLDERS OF THE CERTIFICATES, FIRST HORIZON MORTGAGE PASS-THROUGH CERTIFICATES SERIES FHAMS 2005-FA7, BY FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION

Signed By: *Rebecca C Wallace* <sup>1-26-15</sup> Dated: 1-26-15

Print Name: Rebecca C Wallace - Document Execution Specialist

STATE OF: TEXAS  
COUNTY OF: DENTON

Before me, a notary public, on this day personally appeared Rebecca C Wallace, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.

*Catrina D. Wofford*  
Notary Public's Signature

