

DOUGLAS COUNTY, NV

2015-857882

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03/05/2015 03:25 PM

PREMIER AMERICAN TITLE

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 15-30030-BA-NV

Title Order No. : 61500060

APN: 1220-24-601-004

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business days prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this notice of default may be recorded (which date of recordation appears on this notice).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 07/18/2006, executed by Jay A. Smallen and Daria J. Smallen, husband and wife as joint tenants with right of survivorship, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Mortgage Solutions Management, Inc., its successors and assigns as beneficiary recorded 07/27/2006 as Instrument No. 0680713 BK-0706 PG-9723 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$402,500.00.

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 12/01/2006 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 fee's, 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 (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

Notice of Default and Election to Sell Under Deed of Trust

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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 by 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. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

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

Bank of America, N.A.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: (866) 445-7271 Ext. 522
mediation.referrals@bankofamerica.com

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

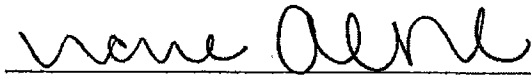
The Property Address: 1899 Sorrel Lane, Gardnerville NV 89410

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. Remember, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

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

Dated : 3-5, 2015

National Default Servicing Corporation, As Trustee for Bank of America, N.A.

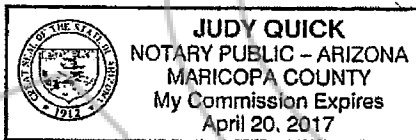


By: Nichole Alford, Trustee Sales Supervisor

State of: Arizona
County of: Maricopa

On 3-5, 2015, before me, the undersigned, a Notary Public for said State, personally appeared **Nichole Alford**, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature



This is an attempt to collect a debt and any information obtained will be used for that purpose.

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information transmitted by, persons with knowledge. The information in this affidavit is based solely on my review of those business records; information contained in the records of the county recorder; and the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada.

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

<u>National Default Servicing Corporation</u>	<u>7720 N. 16th Street, Suite 300</u>
Full Name	Street, City, State, Zip
	<u>Phoenix, Arizona 85020</u>

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

<u>Bank of America, N.A.</u>	<u>1800 Tapo Canyon Road</u>
Full Name	Street, City, State, Zip
	<u>Mail Code: CA6-914-01-65</u>
	<u>Simi Valley, CA 93063</u>

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

<u>Bank of America, N.A.</u>	<u>1800 Tapo Canyon Road</u>
Full Name	Street, City, State, Zip
	<u>Mail Code: CA6-914-01-43</u>
	<u>Simi Valley, CA 93063</u>

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

<u>Bank of America, N.A.</u>	<u>1800 Tapo Canyon Road</u>
Full Name	Street, City, State, Zip
	<u>Mail Code: CA6-914-01-65</u>
	<u>Simi Valley, CA 93063</u>

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3. The full name of every prior assignee under each recorded assignment of the deed of trust, is:

12/13/2010	775363 BK-1210 PG-3045	BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP
10/11/2011	790819 BK-1011 PG-1606	Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP FKA Countrywide Home Loans Servicing, LP

4. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust.

5. The beneficiary or 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 property.

6. The beneficiary, its successor in interest or 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:

- a. The amount in default;
- b. 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;
- c. A good faith estimate of all fees imposed in connection with the exercise of power of sale;
- d. The principal amount of the obligation or debt secured by the Deed of Trust;
- e. The amount of accrued interest and late charges;
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (7) below.

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7. The obligor or borrower of the obligation or debt may call 1-866-467-8090 to receive the most current amounts due and a recitation of the information contained in this affidavit.
8. The following is the true and correct signature of the affiant:

Denise L. Stilwell, 1-29-15
Signature

Denise L. Stilwell
Print

ASSISTANT VICE PRESIDENT (AVP)
Title

JANUARY 29, 2015
Date

SWORN TO and subscribed before me this 29 day of JANUARY, 2015, by
Denise L. Stilwell, as an AVP of
Bank of America, N.A. He (she) () is personally known to me or (I) produced
Driver's license as identification.

C. J. Kopp
Notary Public

My commission expires: June 27, 2016

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Christopher J Kopp, Notary Public
South Fayette Township, Allegheny County
My Commission Expires June 27, 2016

Jay Smullen & Daria J Smullen

Property Address:
1899 Sorrel Lane
Gardnerville, NV 89410

NEVADA DECLARATION

I, Joseph Pennington, Mtg Servicing Specialist Lead of Bank of America ("BANA"), declare the following under the laws of the State of Nevada:

1. That pursuant to Nevada Revised Statute § 107.560(5) of the Nevada Homeowner Bill of Rights ("HOBR"), BANA is exempt from liability under, and deemed to be in compliance with, Nevada Revised Statutes § 107.400 through § 107.560 inclusive of the HOBR as a signatory to the consent judgment referenced therein.
2. That despite being exempt under the HOBR, BANA has, in a spirit of compliance, nevertheless undertaken to attempt to contact the borrower in accordance with the HOBR as set out below.
3. That I have reviewed Bank of America, N.A.'s business records maintained in the ordinary course of business, and having personal knowledge of the contents of those records, hereby state that those business records reflect that BANA attempted to contact the borrower in accordance with the HOBR or determined as follows:

Bank of America, N.A. has,

1. Contacted the borrower to assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, and to offer a subsequent meeting with bank representatives in accordance with NRS 107.510(2).
2. Tried with due diligence to contact the borrower in order to assess their financial situation and to explore options for the borrower to avoid foreclosure in accordance with NRS 107.510(5), including by:
 - a. sending a letter via first class mail to the borrower(s) informing the borrower(s) of the right to discuss foreclosure alternatives, providing the telephone number for the United States Department of Housing and Urban Development ("HUD") and a toll-free telephone number providing access to a live BANA representative during business hours in compliance with NRS 107.510(5)(a);
 - b. posting a prominent link on its internet website homepage to the information required by NRS 107.510(5)(e);

- c. attempting to contact the borrower on three separate days at a different time each day as required by NRS 107.510(b);
- d. sending a letter via certified mail, return receipt requested as required under NRS 107.510(5)(c);

3. determined that no contact was required pursuant to NRS § 107.510 because the loan was not a "residential mortgage loan" secured by a mortgage or deed of trust on owner-occupied housing (principal residence), as defined by NRS 107.450.

4. determined that no contact was required pursuant to NRS § 107.510 because the mortgagor is not a "borrower" as defined by NRS 107.410. The mortgagor surrendered the secured property as evidenced by a letter confirming the surrender or delivered the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person.

5. provided the borrower with each of the disclosures identified in NRS 107.500(1).

6. determined that providing the borrower with each of the disclosures identified in NRS 107.500(1) was not required because the loan was not a "residential mortgage loan" or the mortgagor is not a "borrower" as defined by NRS 107.450 and NRS 107.410 respectively.

1-2-2015

Date

Joseph Pennington

Signature

Joseph Pennington

Printed Name