

DOUGLAS COUNTY, NV

2015-858998

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\$221.00 Pgs=8

03/20/2015 03:43 PM

FIRST AMERICAN NATIONAL DEFAULT TITLE

KAREN ELLISON, RECORDER

APN(s): 1420-07-717-030

Recording requested by:

First American Title Insurance Company

When recorded mail to:

Quality Loan Service Corporation

411 Ivy Street

San Diego, CA 92101

619-645-7711

TS No.: NV-14-653553-CL

Space above this line for recorders use only

Order No.: 8507271

Property Address: 3475 INDIAN DR, CARSON CITY, NV 89705

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 **8/14/2004**, executed by **ROBIN L. SWEIKAR AND AMY L. SWEIKAR, HUSBAND AND WIFE AS JOINT TENANTS**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR HOME LOAN CENTER, INC.**, as beneficiary, recorded **8/25/2004**, as Instrument No. **0622487, Book 0804, Page 10632**, and re-recorded on 1/31/2005 as Instrument Number 0635643 and Book 0105 and Page 10977 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 **\$164,000.00**, 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 7/1/2014, 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.

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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:

**Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America
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:

Seterus, Inc.
Contact: Melissa Currier
Department: Loss Mitigation Department
Phone: 866-570-5277
Toll Free: 866-570-5277

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.nslaw.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.

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Notice of Default

Dated: **Quality Loan Service Corporation, as Trustee**

MAR 19 2015

John Pascual

By: **John Pascual, 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**)

MAR 19 2015

COURTNEY PATANIA

On _____ before me, _____ a notary public, personally appeared *John Pascual*, 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)

Courtney Patania
Signature **COURTNEY PATANIA**



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):

AMY L. SWEIKAR, ROBIN L. SWEIKAR

Trustee Name and Address:

Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:

3475 INDIAN DR
CARSON CITY, NV 89705

Deed of Trust Document:

Instrument No. 0622487, Book 0804, Page 10632
Re-recording No. 0635643, Book 0105, Page 10977

STATE OF Oregon)

COUNTY OF Washington)

ss:

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

1. I am an employee of Seterus, Inc., as authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America. I am duly authorized to make this Affidavit for Seterus, Inc., as authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America the current beneficiary of the subject Deed of Trust ("Beneficiary").

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 Seterus, Inc.'s, as authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America 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:

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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:

Full Name	Street, City, State, Zip
Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America	3900 Wisconsin Ave. NW, Washington DC 20016-2892

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
Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America	3900 Wisconsin Ave. NW, Washington DC 20016-2892

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
Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America and Seterus, Inc., its subservicer	3900 Wisconsin Ave. NW, Washington DC 20016-2892 And 14523 SW Millikan Way, Suite 200 Beaverton, OR 97005

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: 866-570-5277.

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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:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
12/31/2014	2014-855116	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HOME LOAN CENTER, INC., ITS SUCCESSORS AND ASSIGNS	Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America

Signed By: Jacob Shue
 Seterus, Inc., as authorized subservicer for Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America

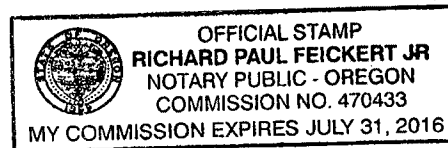
Dated: 3/3/15

Print Name: Jacob Shue

STATE OF Oregon)
) ss:
 COUNTY OF Washington)

On this 3 day of March, 2015, personally appeared before me, a Notary Public, in and for said County and State, Jacob Shue, 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.

Richard Paul Feickert Jr
 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



Declaration of Compliance
N.R.S. Chapter 107, Section 11(6)

SWEIKAR, AMY L
SWEIKAR, ROBIN L
3475 INDIAN DR
CARSON CITY, NV 89705
Beneficiary: Fannie Mae (Federal National Mortgage Association)
[REDACTED]

The undersigned, as an authorized agent of Seterus, Inc., hereby represents and declares as follows:

On 8/15/14 Seterus, Inc. made contact with the borrower(s) pursuant to N.R.S. Chapter 107, Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale.

- No contact was made with the borrower(s) despite the due diligence efforts summarized below of the authorized agent pursuant to N.R.S. Chapter 107, Section 11(5).
- (a) Mailing a first-class letter to the borrower(s), informing the borrower of his or her rights to discuss foreclosure prevention alternatives and providing the toll-free telephone number to find a housing counseling agency;
- (b) Attempting to contact the borrower(s) by telephone at the primary telephone number on file at least three times at different hours and on different days OR determining that the primary and secondary phone numbers on file were disconnected OR no contact was made pursuant to the cease and desist letter that was received ___/___/___; and
- (c) Having received no response from the borrower(s) for 14 days after the telephone contact efforts were completed, sending an additional letter to the borrower(s) via certified mail, with return receipt requested.
- No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to N.R.S. Chapter 107, Section 3. The borrower has surrendered the secured property as evidenced either by a letter confirming the surrender or by delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent.
- The requirements set forth in N.R.S. Chapter 107, Section 11 do not apply because loan number 10664686 is not a "residential mortgage loan" as defined by N.R.S. Chapter 107, Section 7. (A residential mortgage loan, as defined by N.R.S. Chapter 107, Section 7, is a loan primarily for personal, family, or household use and that is secured by a mortgage or deed of trust on owner-occupied housing as defined in N.R.S. 107.086.)

I certify that this declaration is accurate, complete, and supported by competent and reliable evidence that 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.

By: [Signature]

Dated: 10/8/14

Name: Tammy Bradbury