

DOUGLAS COUNTY, NV

2015-859424

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03/30/2015 03:47 PM

FIRST AMERICAN NATIONAL DEFAULT TITLE

KAREN ELLISON, RECORDER

APN(s): 1420-33-611-009

Recording requested by:

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

TS No.: NV-14-652307-JB

Space above this line for recorders use only

Order No.: 8504744

Property Address: 1368 CATHY LN, MINDEN, NV 89423

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 **6/8/2012**, executed by **M. D. POWERS AND KELLY M. POWERS, HUSBAND AND WIFE AS JOINT TENANTS**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CITIBANK, N.A.**, as beneficiary, recorded **6/21/2012**, as **Instrument No. 0804454, Book 0612, Page 4826**, 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 **\$343,600.00**, 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 5/1/2014, 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:**

**CITIMORTGAGE, INC.**  
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:**

**CitiMortgage, Inc.**  
**Contact:** Shreen Kelsh  
**Department:** Loss Mitigation Department  
**Phone:** (800) 422-1498  
**Email:** Shreen.Kelsh@citi.com

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.

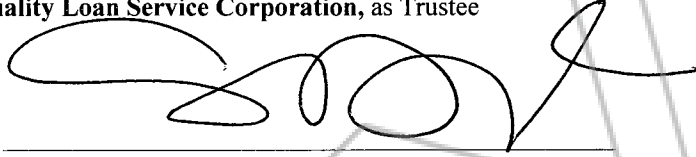
As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

**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-14-652307-JB  
Notice of Default

Dated: **MAR 27 2015**

Quality Loan Service Corporation, as Trustee



By: **Silver De Vera, 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)**

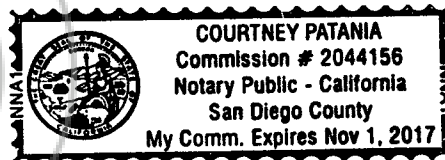
County of: **San Diego)**

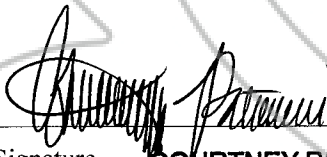
On **MAR 27 2015** before me, **COURTNEY PATANIA** a notary public, personally appeared Silver De Vera, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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 **COURTNEY PATANIA**



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

<u>Quality Loan Service Corporation</u>	<u>411 Ivy Street</u>
Full Name	Street, City, County, State, Zip

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

<u>CitiMortgage, Inc.</u>	<u>1000 Technology Drive</u>
Full Name	Street, City, County, State, Zip

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

<u>CitiMortgage, Inc.</u>	<u>1000 Technology Drive</u>
Full Name	Street, City, County, 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:

<u>CitiMortgage, Inc.</u>	<u>1000 Technology Drive</u>
Full Name	Street, City, County, State, Zip

8. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is in actual or constructive possession of the note secured by the Deed of Trust or the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

9. The beneficiary, 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.

10. The beneficiary, its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, the trustee or an attorney representing any of those persons/entities has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:

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

11. A local or toll-free telephone number that 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 the affidavit is (800)-283-7918.

12. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which was acquired independently by the affiant or by (a) a review of the business records of the beneficiary, the successor in interest of the beneficiary or the servicer of the obligation or debt secured by the Deed of Trust (which meets the standards set forth in NRS 51.135), (b) a review of information contained in the records of the recorder of the county in which the property is located, or (c) a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS:

Date: 6/21/2012

Recordation Number: 0804454

Name of Beneficiary: Mortgage Electronic Registration Systems, Inc. "(MERS)" as nominee for Citibank, N.A

Description of Instrument: Deed of Trust

Date: 7/7/2014

Recordation Number: 845842

Name of Assignee: CitiMortgage, Inc.

Description of Instrument: Assignment of Deed of Trust

13. Following is the true and correct signature of the affiant. The affiant declares under penalty of perjury of the State of Nevada that the foregoing statements are true and correct.

Cynthia Minear  
AFFIANT Cynthia Minear

Date: 3/18/15

Subscribed and sworn before me this 18th  
day of March, 2015, by  
CYNTHIA MINEAR

Notary Public in and for the  
State of Kentucky  
County of Boone

Notary Signature Rosemary R. Mastin

**ROSEMARY R. MASTIN**  
Notary Public, ID No. 472494  
State at Large, Kentucky  
My Commission Expires August 9, 2016

**NEVADA DECLARATION OF COMPLIANCE  
(NRS 107.560(5)(a))**

Borrower(s): M. D. POWERS, KELLY M. POWERS  
Property Address: 1368 CATHY LN, MINDEN, NV 89423  
Trustee Sale No.: NV-14-652307-JB

I am employed by CitiMortgage, Inc. as a Vice President - Document Control. In that capacity, I am authorized to execute this Declaration as an authorized agent or employee of the mortgage servicer named below. The statements made in this Declaration are based on my personal knowledge. I have obtained personal knowledge of the below events through my review of business records that are kept by CitiMortgage, Inc., in the normal course of business, including the records related to the loan to Borrower(s) secured by the residential property located at the Property Address. If called upon to testify at the trial of this matter, I could competently testify as to the facts contained in this Declaration. I hereby declare as follows:

1. CitiMortgage, Inc. is a signatory to a consent judgment (the "consent judgment") entered in the case of United States of America et al. v. Bank of America Corporation et al. filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC.
2. Pursuant to the consent judgment, CitiMortgage, Inc., as mortgage servicer, sent the borrower(s) a Statement 14 days prior to referral to the foreclosure attorney or trustee that included a statement setting forth facts supporting the mortgage servicer's or the note holder's right to foreclose and containing the information required by the Settlement Term Sheet to the consent judgment. The Statement was sent to the borrower(s) on September 5, 2014. A true and correct copy of the Statement is attached hereto/included herewith.
3. As of the date this Declaration was executed, CitiMortgage, Inc.'s records do not reflect receipt of a complete application for a foreclosure prevention alternative.
4. CitiMortgage, Inc. has sent the borrower(s) all notices required under the Settlement Term Sheet to the consent judgment.
5. In light of the foregoing, CitiMortgage, Inc. authorizes the trustee to submit the Notice of Default to be recorded.

I certify that this Declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate Borrower's default and the right to foreclose, including Borrower's loan status and loan information.

Dated: \_\_\_\_\_

2. 26. 2015

\_\_\_\_\_  
Signature of Declarant: Toni Toll

*Toni Toll*