

DOUGLAS COUNTY, NV

2015-859950

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\$219.00 Pgs=6

04/09/2015 03:41 PM

FIRST AMERICAN NATIONAL DEFAULT TITLE

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:
PLM Lender Services, Inc.

AND WHEN RECORDED MAIL TO:
PLM Lender Services, Inc.
46 N. Second Street
Campbell, CA 95008

APN#: 1418-03-301-008

Space above this line for Recorder's use

Title Order No. 8538339 Trustee Sale No. 211W-066179P Loan No. SMITTKAMP2

IMPORTANT NOTICE

NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: PLM LENDER SERVICES, INC. is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated 10-30-2006, executed by CHAD SMITTKAMP AND JEAN MERKELBACH, TRUSTEES OF THE ROCKWELL 1997 TRUST DATED JANUARY 30, 1997 as Trustor, to secure certain obligations in favor of WESTERN HIGHLAND MORTGAGE FUND I, LLC, A CALIFORNIA FINANCIAL LENDER'S LICENSE # 6072161 under a Deed of Trust Recorded 11-02-2006, Book 1106, Page 976, Instrument 0687855 of Official Records in the Office of the Recorder of DOUGLAS County, State of Nevada, securing, among other obligations, 1 note(s) for the sum of \$500,000.00. Property purported to be 2204 LANDS END DRIVE GLENBROOK, NV 89413.

That a breach of the obligations for which said Deed of Trust is security has occurred in that payment has not been made of:

THE UNPAID PRINCIPAL BALANCE WHICH BECAME ALL DUE AND PAYABLE ON 12/1/2009 WITH INTEREST DUE THEREON FROM 6/1/2009 TOGETHER WITH LATE CHARGES, FORECLOSURE FEES AND ADVANCES WHICH INCLUDES LEGAL FEES, RECORDING FEES AND AN APPRAISAL FEE.

You may have the right to cure the default herein and reinstate the obligation by said Deed of Trust above described. Section 107.080NRS permits certain defaults to be cured upon the payments of that portion of principal and interest, which would not be due had no default occurred. This amount is **\$970,916.21** as of date of this Notice and will increase until your account becomes current. Where reinstatement is possible, if the default is not cured within 5 business days before trustee sale, the right of reinstatement will terminate and the property may thereafter be sold if obligation is not paid.

The undersigned Trustee intends to declare the entire unpaid balance due if acceleration is permitted by the obligation secured by the deed of trust, but acceleration will not occur if the deficiency in performance or payment is made good and any costs, fees and expenses incident to the preparation or recordation of the notice and incident to the making good of the deficiency in performance or payment are paid within the time specified above.

That by reason thereof, the present beneficiary under such Deed of Trust, has delivered to said duly appointed Trustee, a written request to commence foreclosure, and has deposited with said duly appointed Trustee, a copy of the deed of trust and other documents evidencing the 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.

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

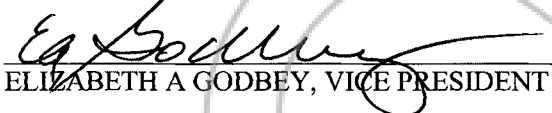
LAWYERS TITLE INSURANCE CORPORATION, ALSO KNOWN AS FIDELITY NATIONAL TITLE INSURANCE COMPANY

**C/O PLM Lender Services
46 N. Second Street
Campbell, CA 95008
408 370-4030**

If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan.

Date: 4/8/15

PLM LENDER SERVICES, INC., as Trustee


ELIZABETH A GODBEY, VICE PRESIDENT

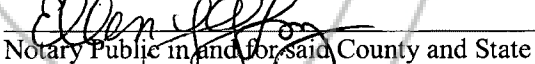
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

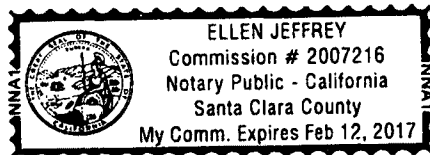
State of California
County of Santa Clara

On 4/8/15 before me, Ellen Jeffrey the undersigned Notary Public in and for said county, personally appeared ELIZABETH A GODBEY, 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.


Notary Public in and for said County and State



PLM LENDER SERVICES, INC. IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Trustee Sale No. 211W-066179P

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND
ELECTION TO SELL
[NRS § 107.080]

I, MATTHEW NYGAARD, am AVP-Senior Recoupment Counsel for LAWYERS TITLE INSURANCE CORPORATION, ALSO KNOWN AS FIDELITY NATIONAL TITLE INSURANCE COMPANY the current beneficiary of the subject Deed of Trust or the authorized representative of the current beneficiary. The borrower(s) identified in subject Deed of Trust is/are, CHAD SMITTKAMP AND JEAN MERKELBACH, TRUSTEES OF THE ROCKWELL 1997 TRUST DATED JANUARY 30, 1997. The subject Deed of Trust encumbers the real property located at 2204 LANDS END ROAD VACANT LAND, GLENBROOK, NV 89413. This Affidavit is provided in support of the attached Notice of Default and Election to Sell.

The following facts are true based on my (1) direct, personal knowledge and/or (2) knowledge which was acquired by 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 and/or (3) knowledge which was acquired by information contained in the records of the recorder of the county in which the property is located and/or (4) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the State of Nevada pursuant of Chapter 692A of NRS.

1(a). The full name and business address of the current trustee of record for the deed of trust at issue is PLM LENDER SERVICES, INC. which is located at 46 N Second Street, Campbell, CA 95008.

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust at issue is LAWYERS TITLE INSURANCE CORPORATION, ALSO KNOWN AS FIDELITY NATIONAL TITLE INSURANCE COMPANY, which is located at 2450 ST. ROSE PKWY, STE. 150, HENDERSON, NV 89074.

1(c). The full name and business address of the Current Beneficiary for the obligation or debt secured by the Deed of Trust at issue is LAWYERS TITLE INSURANCE CORPORATION, ALSO KNOWN AS FIDELITY NATIONAL TITLE INSURANCE COMPANY, which is located at 2450 ST. ROSE PKWY, STE. 150, HENDERSON, NV 89074.

1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust at issue is LAWYERS TITLE INSURANCE CORPORATION, ALSO KNOWN AS FIDELITY NATIONAL TITLE INSURANCE COMPANY, which is located at 2450 ST. ROSE PKWY, STE. 150, HENDERSON, NV 89074.

APN# 1418-03-301-008

Trustee Sale No. 211W-066179P

2. The Beneficiary under the Deed of Trust, the successor in interest of the Beneficiary or the trustee is in actual or constructive possession of the Note secured by the Deed of Trust, or, the Beneficiary or its successor in interest or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.

3. The Beneficiary or its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust or the trustee, 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:

(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 terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, 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; and

(VI) The 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.

4. The local or toll free number that the borrower of the loan may call to receive the most current amounts due and a recitation of the information contained in the affidavit is (800) 829-1585

5. The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the deed of trust are as follows:

Name: [original beneficiary:] WESTERN HIGHLAND MORTGAGE FUND I, LLC.

Instrument: Deed of Trust recorded 11-02-2006 as Book 1106, Page 976

Instrument number 0687855.

Name: [First Assignee:] LAWYERS TITLE INSURANCE CORPORATION,
ALSO KNOWN AS FIDELITY NATIONAL TITLE INSURANCE COMPANY,
its Successors or Assigns

Instrument: Assignment of Deed of Trust recorded on 02/06/2013 as Book 0213,

Page 1525

APN# 1418-03-301-008

Trustee Sale No. 211W-066179P
Instrument number 0817750.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on April 1, 2015.

MATTHEW NYGAARD - AUP SENIOR RECOUPMENT
Print Name/Title

Matthew Nygaard
Signature

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: Nebraska
County of: Douglas

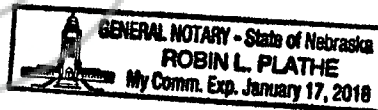
On April 1, 2015 before me, Robin L. Plathe,
a Notary Public personally appeared Matthew Nygaard who
proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that the/she executed the
same in their authorized capacity and that by his/her signature on the instrument the
person or the entity upon behalf of the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct

WITNESS by hand and official seal.

(Notary Seal)

Robin L. Plathe
Signature



APN# 1418-03-301-008

Borrower(s): CHAD SMITTKAMP AND JEAN MERKELBACH, TRUSTEES OF THE ROCKWELL 1997
TRUST DATED JANUARY 30, 1997
Property Address: 2204 LANDS END ROAD, GLENBORRK, NEVADA
Trustee Sale Number : 211W-066179P

DECLARATION OF COMPLIANCE

N.R.S. §107.510(6)

The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

- The mortgage servicer has contacted the borrower pursuant to N.R.S. §107.510 in order to assess the borrower's financial situation, explore options for the borrower to avoid a foreclosure sale, and to provide the toll free number to enable the borrower to find a housing counselor certified by HUD. Thirty (30) days or more have passed since "initial contact" was made.
- The mortgage servicer tried with due diligence to contact the borrower pursuant to N.R.S. §107.510 in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure, but has not made contact despite such due diligence. Thirty (30) days or more have passed since the due diligence requirements set forth in N.R.S. §107.510 were satisfied.
- No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "Borrower" pursuant to N.R.S. §107.410. The "Borrower" as defined pursuant to N.R.S. §107.410 must be a grantor under the deed of trust and a natural person. The term "Borrower" does not include a natural person who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent. The term "borrower" also does not include a natural person who has filed for bankruptcy and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay.
- No contact was required because the subject loan is not a "residential mortgage loan" as defined by N.R.S. §107.450. A residential mortgage loan as defined by N.R.S. §107.450 is a loan primarily for personal, family or household use and which is secured by a mortgage or deed of trust on owner-occupied housing as defined in NRS §107.086(15)(e).
- No contact is required because the default which precipitated this foreclosure was a nonmonetary default.
- No contact is required because the mortgage servicer is a financial institution as defined by N.R.S. §660.45, that, during its immediately preceding annual reporting period, as established with its primary regulator, has foreclosed on 100 or fewer real properties located in this State which constitute owner-occupied housing, as defined in N.R.S. §107.86(15)(e).

Dated: April 1, 2015

LAWYERS TITLE INSURANCE CORPORATION
ALSO KNOWN AS FIDELITY NATIONAL TITLE
INSURANCE COMPANY

/s/ Matthew Nygaard
By: Matthew Nygaard
AVP – Senior Recoupment Counsel