

DOUGLAS COUNTY, NV

2015-861291

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05/01/2015 09:57 AM

FIRST AMERICAN NATIONAL DEFAULT NV

KAREN ELLISON, RECORDER

APN 1219-22-001-032

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
3571 Red Rock St., Ste B
Las Vegas, NV 89103

TS No. NV08000339-15-1

TO No. 8535789

Commonly known as: 214 RUBICON COURT, GARDNERVILLE, NV 89460

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE SALE OF REAL PROPERTY UNDER DEED OF TRUST

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** 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 as of March 7, 2007, executed by **MICHAEL R EDMUNDS**, as Trustor, to secure obligations in favor of **BANK OF AMERICA, N.A.** as original Beneficiary, recorded March 15, 2007 as Instrument No. 0697098 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$500,000.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due June 1, 2011 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof the present Beneficiary under such Deed of Trust has executed and delivered to said 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.

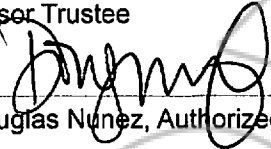
NOTICE

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. Where reinstatement is possible, if the default is not cured within the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold. 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.

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:
BANK OF AMERICA, N.A.
c/o TRUSTEE CORPS
TS No: NV08000339-15-1
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: April 30, 2015

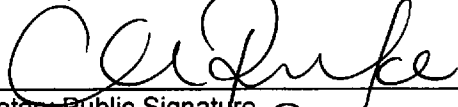
MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee


By: Douglas Nunez, Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on _____
2015, by DOUGLAS NUNEZ.

April 30


Notary Public Signature
Christina Rourke
Printed Name



My Commission Expires: 5/3/17

Trustee Corps may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of
bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or
informational purposes only and does not constitute an attempt to collect a debt or to impose
personal liability for such obligation. However, a secured party retains rights under its security
instrument, including the right to foreclose its lien.

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

<u>MTC Financial Inc. dba Trustee Corps</u>	<u>17100 Gillette Ave</u>
Full Name	Street, City, State, Zip

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>7105 Corporate Drive</u>
Full Name	Street, City, State, Zip

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>7105 Corporate Drive</u>
Full Name	Street, City, State, Zip

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>7105 Corporate Drive</u>
Full Name	Street, City, State, Zip

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

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.

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.

The following is the true and correct signature of the affiant:

Todd E Galiszewski
Signature

TODD E. GALISZEWSKI
Print

Assistant Vice President
Title

4-21-2015
Date

SWORN TO and subscribed before me this 21 day of April,
2015, by TODD E. GALISZEWSKI,
as an Assistant Vice President of Bank of America, N.A.
(He/she () is personally known to me or (X) produced America's License
as identification.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
YULONDA MARIE SMITH, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES FEB. 10, 2019

Yulonda Marie Smith
Notary Public Yulonda Marie Smith
My commission expires: Feb. 10, 2019

Michael R Edmunds

Account No.: 871339651

Property Address:
214 Rubicon CT
Gardnerville, NV 89460

NEVADA DECLARATION

I, Brooke Nelson, 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.

3-10-2015
Date

Brooke Nelson
Signature

Brooke Nelson
Printed Name