

APN No.: 1319-30-714-001
Recording requested by:

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

DOUGLAS COUNTY, NV **2015-864051**
Rec:\$221.00
\$221.00 Pgs=8 **06/12/2015 03:38 PM**
SERVICELINK TITLE AGENCY INC.
KAREN ELLISON, RECORDER

TS No.: **NV-15-668876-AB**
Order No.: 150117244-NV-VOO

Space above this line for recorders use

I, the undersigned affiant, affirm that the attached document, including my exhibits, hereby submitted for recording does not contain the social security number of any person or persons, pursuant to NRS 239b.030.

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

NOTICE IS HEREBY GIVEN THAT: QUALITY LOAN SERVICE CORPORATION, is the original Trustee, the duly appointed Substituted Trustee or acting as Agent for the Trustee or Beneficiary under a Deed of Trust dated **8/30/2005**, executed by **THOMAS R HAMMA**, in favor of **ING BANK, FSB**, Recorded on **8/31/2005**, **Instrument No. 0653909** of Official Records in the Office of the Recorder of **DOUGLAS** County, State of NEVADA, describing land therein, AS MORE FULLY DESCRIBED IN SAID DEED OF TRUST. Property Address: **484 QUAKING ASPEN UNIT A, STATELINE, NV 89449**, securing, among other obligations, **1 NOTE(S) FOR THE ORIGINAL sum of \$323,000.00**; that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the undersigned; 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 INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 10/1/2014, AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES FORECLOSURE COSTS AND LEGAL FEES, PLUS IMPOUNDS IF ANY, AND/OR ADVANCES, IF ANY, THAT BECOME PAYABLE**; that by reason thereof, the present beneficiary under such Deed of Trust, has executed and delivered to said Trustee, a written Declaration of Default and Demand for Sale, and has surrendered to said 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 has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

NOTICE

YOU ARE HEREBY ADVISED THAT IF YOUR PROPERTY IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION. You may have the legal right to cure the default hereon, bring your account in good standing, and reinstate the obligation secured by the 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 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, or for owner-occupied housing, more than 5 days prior to the sale date, 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. No sale date may be set until three months from the date this notice of default is recorded (which Date of recordation appears on this notice).

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 in 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. To find out the amount you must pay, to arrange for payment to stop the foreclosure, discuss the possibility of arranging a loan modification, or if your property is in foreclosure for any other reason, contact:

Capital One, N.A.

Contact: Alen Smailagic
Department: Loss Mitigation Department
Phone: 877-230-8516 ext. 2714183
Toll Free: 877-230-8516

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.

HUD sponsors Housing Counseling Agencies to provide free to low cost advice. **Housing for Nevada** is one of the local housing counseling agencies approved and sponsored by HUD in this state. You may contact this agency using the following contact information:

**265 E. Warm Springs Rd., Suite 107
Las Vegas, NV 89119-4230
702-270-0300
<http://www.housingfornevada.org>**

CONDITION OF SALE: The successful bidder will be required to pay county documentary transfer tax, any city tax, and any other applicable taxes or fees (including, but not limited to, the fee for recording Preliminary Change of Ownership report) to the auctioneer at the time of sale.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee and the successful bidder shall have no further recourse.

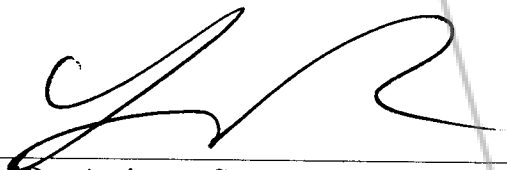
QUALITY MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT, ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

COOPER

TS No.: NV-15-668876-AB

Dated: **JUN 11 2015**

Quality Loan Service Corporation, as Trustee



By: **Long Do, 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**)

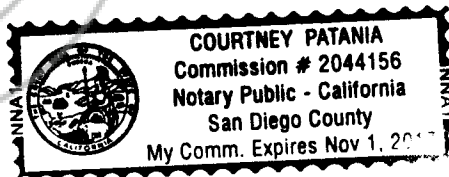
On 6/11/2015 before me, **COURTNEY PATANIA** a notary public, personally appeared Long Do, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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



Borrower(s): THOMAS R HAMMA
Property Address: 484 QUAKING ASPEN UNIT A, STATELINE, NV 89449

Loan Number [REDACTED]
T.S. No:

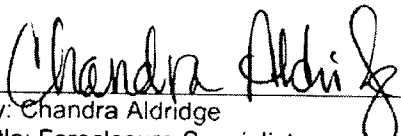
DECLARATION OF COMPLIANCE
(SB321 Section 11)

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:

1. The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to SB 321 Section 11(1)(b). 02/02/2015
2. The mortgage servicer tried with due diligence to contact the borrower pursuant to SB 321 Section 11(5) in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since the due diligence requirements set forth in SB 321 Section 11(5) were satisfied.
3. No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to SB 321 Section 3. The borrower is:
 - an individual 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;
 - an individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4. The requirements set forth in SB 321 Section 11 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by SB 321 Section 7. (A residential mortgage loan as defined by SB 321 Section 7 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).

I certify and represent that this mortgage servicer's declaration is accurate, complete and based upon competent and reliable evidence, including my review of the mortgage servicer's business records.

Date: 04/15/2015


By: Chandra Aldridge
Title: Foreclosure Specialist

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):
THOMAS R HAMMA

Trustee Name and Address:
Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:
484 QUAKING ASPEN UNIT A
STATELINE, NV 89449

Deed of Trust Document:
Instrument No. 0653909

STATE OF TEXAS)
)
COUNTY OF COLLIN)

ss:

The affiant, Dolores A. Murry, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Capital One, N.A. as successor by merger to ING Bank, F.S.B. (hereinafter "Capital One, N.A."). I am duly authorized to make this Affidavit for Capital One, N.A. as successor by merger to ING Bank, F.S.B. (hereinafter "Capital One, N.A.") in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.

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 Capital One, N.A.'s 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:

| 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 |
|-------------------|---|
| Capital One, N.A. | Capital One, N.A. 7933 Preston Road Plano, TX 75024 |

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 |
|-------------------|---|
| Capital One, N.A. | Capital One, N.A. 7933 Preston Road Plano, TX 75024 |

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 |
|-------------------|---|
| Capital One, N.A. | Capital One, N.A. 7933 Preston Road Plano, TX 75024 |

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: .

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 |
|---------------|------------------|------------------|------------------|
| N/A | N/A | N/A | N/A |

Signed By: Dolores A. Murry Dated: May 29, 2015

Print Name: Dolores A. Murry, Authorized Signer

STATE OF TEXAS)
) ss:
 COUNTY OF COLLIN)

On this 29th day of May, 2015, personally appeared before me, a Notary Public, in and for said County and State, Dolores A. Murry, 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.

[Signature]
 NOTARY PUBLIC IN AND FOR
 SAID COUNTY AND STATE



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