

DOUGLAS COUNTY, NV

2015-865052

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06/24/2015 10:38 AM

TRUSTEE CORPS / PACIFIC COAST TITLE

KAREN ELLISON, RECORDER

APN 1220-16-210-164

RECORDING REQUESTED BY:

Pacific Coast Title Company

WHEN RECORDED MAIL TO:

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

TS No. NV08000052-14-1

TO No. 95304292

Commonly known as: 911 COLUMBIA 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 September 28, 2011, executed by KAREN L. SIMS AN UNMARRIED WOMAN, as Trustor, to secure obligations in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee for GREATER NEVADA MORTGAGE SERVICES as original Beneficiary, recorded September 30, 2011 as Instrument No. 790397 in Book 911, on Page 5873 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 \$165,161.00 (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, 2013 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

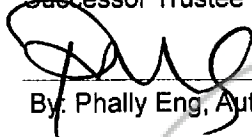
You may have the right to cure the default hereon and reinstate the one obligation secured by such Deed of Trust above described. Section NRS 107.080 permits certain defaults to be cured upon the payment of the amounts required by that statutory section without requiring payment of that portion of principal 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:

U.S. Bank National Association
c/o TRUSTEE CORPS
TS No: NV08000052-14-1
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: June 23, 2015

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

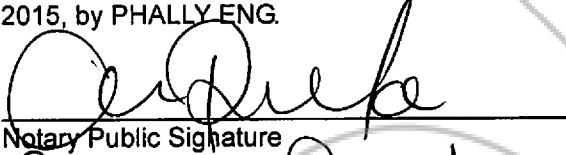


By: Phally Eng, Authorized Signatory

State of NEVADA
County of CLARK

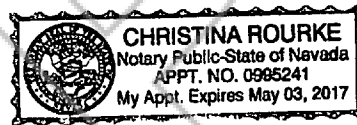
This instrument was acknowledged before me on _____
2015, by PHALLY ENG.

June 23



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.

**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION
TO SELL
(NRS § 107.080)**

Property Owners:

KAREN L. SIMS

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

911 COLUMBIA COURT
GARDNERVILLE, NV 89460

Deed of Trust Document Instrument Number

790397 Book 911 Page 5873

The Affiant, Jennifer N. Crabtree, Officer, being first duly sworn upon oath, based on personal knowledge which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the above-referenced deed of trust (hereinafter "Deed of Trust") in accordance with the standards set forth in Nevada Revised Statutes § 51.135, and under penalty of perjury, attests that I am an authorized representative of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust, which is described in the Notice of Default and Election to Sell to which this affidavit is attached.

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee is:

MTC Financial Inc. dba Trustee Corps

Full Name

17100 Gillette Ave, Irvine, CA 92614

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.S. Bank National Association

Full Name

4801 Frederica St, Owensboro, KY 42301

Street, City, State, Zip

The full name and business address of the current Beneficiary of record of the Deed of Trust is:

U.S. Bank National Association

Full Name

4801 Frederica St, Owensboro, KY 42301

Street, City, State, Zip

The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

U.S. Bank National Association

Full Name

4801 Frederica St, Owensboro, KY 42301

Street, City, State, Zip

2) The beneficiary, its successor in interest, or the trustee of the Deed of Trust is: (a) in actual or constructive possession of the Note secured by the Deed of Trust; or (b) entitled to enforce the obligation or debt secured by the Deed of Trust because the beneficiary, its successor in interest, or the trustee is the holder of the instrument, a non-holder in possession of the instrument who has the rights of a holder, or a party not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under Nevada Revised Statutes § 104.3309.

3) 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 parties, has sent a written statement to the obligor or borrower of the obligation or debt secured by the Deed of Trust detailing:

- a. the amount of the payment required in order to cure 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 written 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 exercise of the power of sale;
- f. contact information for obtaining the most current amounts due and a local or toll-free telephone number that the obligor or borrower of the obligation or debt could call to receive the most current amounts due and a recitation of the information contained in this affidavit.

4) 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 is:

855-698-7627
Local or toll-free telephone number

5) The following information consists of the date, recordation number/other unique designation of, and the name of each assignee under each recorded assignment of the Deed of Trust, and is based on: (a) the direct personal knowledge of the affiant; (b) the personal knowledge which the affiant acquired by a review of the business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust in accordance with the standards set forth in Nevada Revised Statutes § 51.135; (c) information contained in the records of the recorder of the county in which the property is located; or (d) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada pursuant to chapter 692A of the Nevada Revised Statutes:

07/17/2013
Date

0827138
Recordation Number

U.S. Bank National Association
Name of Assignee

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

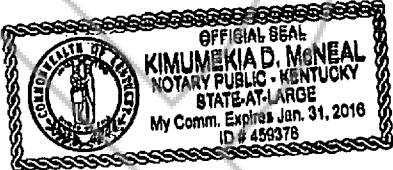
Dated this 26 day of March, 2015.

Signed by: Jennifer N. Crabtree
U.S. Bank National Association
Printed Name of Affiant: Jennifer N. Crabtree, Officer

State of Kentucky
County of Daviess

The foregoing instrument was acknowledged before me this March 26, 2015
2015 by Jennifer N. Crabtree, Officer of U.S. Bank National Association, a Kentucky
corporation, on behalf of the corporation.

[Signature]
Notary Public State at Large



Borrower(s): KAREN L. SIMS
Property Address: 911 COLUMBIA COURT
GARDNERVILLE, NV 89460
T.S No: NV08000052-14-1

DECLARATION OF COMPLIANCE
(SB321 Section11)

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).
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: 9-9-14

U.S. Bank National Association

Stephanie Anne Smith

By: Stephanie Anne Smith

Title: Vice President