

DOUGLAS COUNTY, NV

2015-865234

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06/25/2015 02:53 PM

FIRST AMERICAN MORTGAGE SOLUTIONS - TSG

KAREN ELLISON, RECORDER

APN: 1318-03-212-027

WHEN RECORDED MAIL TO:

Sables, LLC

c/o Law Offices of Les Zieve

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Recording Requested By

First American Mortgage Solutions

8550720

TS No. : 15-35367

NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO SELL THE REAL PROPERTY UNDER DEED OF TRUST

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally thirty-five (35) days from the date this Notice of Default may be recorded pursuant to NRS 107.080. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is **\$119,552.10** as of **6/22/2015** and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, a Nevada limited liability company is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated **3/16/2007**, executed by **CHRISTOPHER STETLER AND MARTHA STETLER, HUSBAND AND WIFE AS JOINT TENANTS**, as trustor to secure obligations in favor of **MORTGAGE CAPITAL ASSOCIATES, INC. as Lender, Mortgage Electronic Registration Systems, Inc.**, as Beneficiary, recorded **3/21/2007**, instrument no. **0697474**, in book **0307**, page **6826**, of Official Records in the office of the County recorder of **Douglas, County, Nevada** securing, among other obligations including

One note(s) for the Original sum of **\$580,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

The monthly installment of principal and interest which became due on 2/1/2013, late charges, and all subsequent monthly installments of principal and interest.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

T.S. No.: 15-35367

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the 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 35 days following recording and mailing of this Notice to Trustor or Trustors' successor in interest, 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:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWMBBS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2007-7
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-7

c/o Residential Credit Solutions, Inc.

c/o SABLES, LLC, a Nevada limited liability company

3753 Howard Hughes Parkway, Suite 200

Las Vegas, NV 89169

Beneficiary Phone: (866)358-5300

Trustee Phone: (702) 664-1774

Property Address: **1020 ALPINE DRIVE, ZEPHYR COVE, Nevada 89448**

If you have any questions, you should contact a lawyer or the governmental agency that 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.

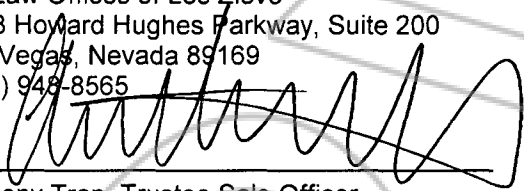
REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

T.S. No.: 15-35367

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.

Dated: 6/22/2015

SABLES, LLC, a Nevada limited liability company, as Trustee
Sables, LLC
c/o Law Offices of Les Zieve
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
(702) 948-8565


Anthony Tran, Trustee Sale Officer

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 ORANGE

On 6/22/2015, before me, Christine O'Brien, personally appeared Anthony Tran 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.

Christine O'Brien
Signature of Notary



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder: <u>CHRISTOPHER STETLER and</u> <u>MARTHA STETLER</u> Or Borrower(s): <u>CHRISTOPHER STETLER and</u> <u>MARTHA STETLER</u>	Trustee Name and Address: <u>Sables LLC,</u> <u>3753 Howard Hughes Parkway, Suite</u> <u>200, Las Vegas, Nevada 89169</u>
Property Address: <u>1020 ALPINE DRIVE</u> <u>ZEPHYR COVE, Nevada 89448</u>	Deed of Trust Document Recorded <u>3/21/2007</u> Instrument Number <u>0697474</u> Book <u>0307</u>

STATE OF Texas)
)
 COUNTY OF Tarrant) ss:

The affiant, Alicia Wood , being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Residential Credit Solutions, Inc. I am duly authorized to make this Affidavit for Residential Credit Solutions, Inc. 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 Residential Credit Solutions, Inc.'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:

SABLES LLC	3753 Howard Hughes Parkway,
Full Name	Suite 200,
	Las Vegas, Nevada 89169
	Street, City, State, Zip

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWBMS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2007-7 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-7		C/O Residential Credit Solutions, Inc., 4708 Mercantile Drive, Fort Worth, TX 76137
Full Name		Street, City, State, Zip

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWBMS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2007-7 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-7		C/O Residential Credit Solutions, Inc., 4708 Mercantile Drive, Fort Worth, TX 76137
Full Name		Street, City, 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:

Residential Credit Solutions, Inc.		4708 Mercantile Drive Fort Worth, TX 76137
Full Name		Street, City, State, Zip

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.

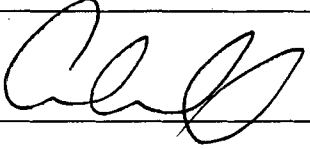
9. The beneficiary, its successor in interest, the trustee, the servicer of the obligation or debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the obligor or borrower of the of the obligation or debt secured by the Deed of Trust a written statement containing 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: (800) 737-1192.

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 or Dated Date	Recording number.	Name of Assignee (From/To)
Recorded on 7/9/2013	Instrument # 826783	From: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR MORTGAGE CAPITAL ASSOCIATES, INC. / To: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWMBS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2007-7 MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007- 7

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.

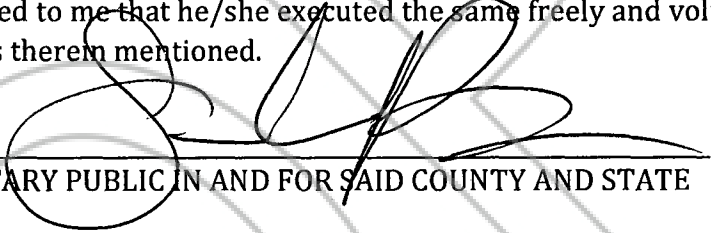
Signed By: 

Dated: 05/18/15

Print Name: Alicia Wood - Vice President

STATE OF Texas)
) ss:
COUNTY OF Tarrant)

On this _____ day of May, 2015, personally appeared before me, a Notary Public, in and for said County and State, Alicia Wood, 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.


NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE



Declaration of Mortgage Servicer Pursuant to NR 107.510

T.S. Number: 15-35367
Borrower(s): CHRISTOPHER STETLER and MARTHA STETLER
Mortgage Servicer: Residential Credit Solutions, Inc.
Property Address: 1020 ALPINE DRIVE
ZEPHYR COVE, Nevada 89448

The undersigned, as an authorized agent or employee of the mortgage servicer named below, declares that:

- The mortgage servicer has contacted the borrower pursuant to NRS 107.510 (2), to "assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
- The mortgage servicer has exercised due diligence to contact the borrower pursuant to NRS 107.510 (5), to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
- No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to NRS 107.410.
- During the preceding annual reporting period, the Lender has foreclosed on 100 or fewer real properties located in this state and therefore, pursuant to NRS 107.460, the provisions of NRS 107.400 to 107.560, inclusive, do not apply.
- The loan is not a "residential mortgage loan" as defined in NRS 107.450.

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

Dated: 05/07/2015

By: 

Maria Martinez
Default Operations Specialist