

DOUGLAS COUNTY, NV

2015-865876

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07/06/2015 03:48 PM

PREMIER AMERICAN TITLE

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 15-00121-GT-NV

Title Order No. : 61500347

APN: 1220-16-510-004

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

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 five (5) business days prior to the date set for the sale of your property 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).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 11/02/2006, executed by Paul Kearney, and Stephanie Kearney, husband and wife, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc, its successors and assigns as beneficiary recorded 11/13/2006 as Instrument No. 0688486 BK- 1106 PG- 4350 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including **ONE NOTE FOR THE ORIGINAL** sum of \$224,000.00.

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

The installments of principal and interest which became due on 12/01/2013 and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee fee's, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

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 by 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. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

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

GreenTree Servicing LLC
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 1-800-643-0202

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.


The Property Address: 963 Tillman Lane , Gardnerville NV 89460

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

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

Dated: 7.6, 2015

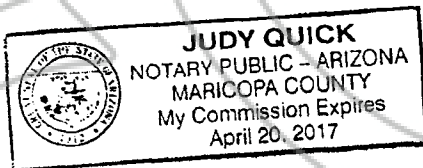
National Default Servicing Corporation, an Arizona Corporation, As Trustee for Green Tree Servicing LLC

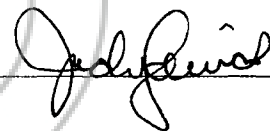

By: Wendy VanLuven, Director of Operations

State of: Arizona
County of: Maricopa

On 7.6, 2015, before me, the undersigned, a Notary Public for said State, personally appeared **Wendy VanLuven**, personally known to me be (or 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 she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed he instrument.

WITNESS my hand and official seal,



Signature 

This is an attempt to collect a debt and any information obtained will be used for that purpose.

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APN: 1220-16-510-004

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:
Paul Kearney, and Stephanie Kearney,
husband and wife as joint tenants

Trustee Address:
7720 N. 16th Street, Suite 300
Phoenix AZ 85020

Property Address:
963 Tillman Lane
Gardnerville, NV 89460

Deed of Trust Document Instrument
Number:
0688486 BK- 1106 PG- 4350

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

The Affiant, Mignonne Davis, based on personal knowledge, which the Affiant acquired through a review of public records and business records kept in the regular course of business 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 under penalty of perjury attests to the following information, as required by NRS 107.080(2)(c):

1. I am the authorized representative of the beneficiary or trustee, of the Deed of Trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").
2. I have personal knowledge of Green Tree Servicing LLC's procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept by Green Tree Servicing LLC in the course of regularly conducted business activity; and it is the regular practice of Green Tree Servicing LLC to make such records.

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3. I have reviewed certain business records of Green Tree Servicing LLC concerning the Account, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Green Tree Servicing LLC as they have been kept in the course of regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records, which meet the standards set forth in NRS 51.135.
4. The full name and business address of the current trustee or the current trustee's representative or assignee is:

National Default Servicing Corporation
Full Name

7720 N. 16th Street, Suite 300
Phoenix, Arizona 85020
Street, City, County, State, Zip

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

Green Tree Servicing LLC
Full Name

600 Landmark Towers 345 Saint
Peter Street St. Paul MN 55102
Street, City, County, State, Zip

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

Green Tree Servicing LLC
Full Name

600 Landmark Towers 345 Saint
Peter Street St. Paul MN 55102
Street, City, County, State, Zip

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

GreenTree Servicing LLC
Full Name

600 Landmark Towers 345 Saint
Peter Street St. Paul MN 55102
Street, City, County, State, Zip

5. 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 or the beneficiary, its successor in interest, or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
6. 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 persons/entities has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:
 - a. 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;
 - 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 power of sale; and
 - f. 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.
7. The obligor or borrower(s) of the obligation of debt may call 1-800-643-0202 to explore loss mitigation alternatives or to receive the most current amounts due and a recitation of the information contained in this Affidavit.
 - a. Information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the Affiant, which the Affiant acquired independently, or
 - b. 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 (which meet the standards set forth in NRS 51.135),
 - c. by a review of information contained in the records of the recorder of the county in which the property is located, or

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- d. by a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS:

Date
11/12/2013

Recording No.
833659

Assignee Name
Green Tree Servicing LLC

- 8. The beneficiary, 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.
- 9. Following is the true and correct signature of the Affiant:

Dated: 7-1-15

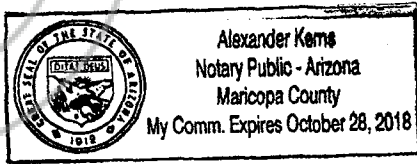
GREEN TREE SERVICING LLC

[Signature] 7-1-15
By:

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 1 day of July, 2015 by Mignonne Davis, Foreclosure Supervisor of Green Tree Servicing LLC, a Limited Liability Company, on behalf of the Company.

[Signature]
Notary for State of Arizona
335424
Commission expires: 10/28/2018



CLARIFICATION PAGE

The illegible portion of the document reads as follows:

MIGNONNE DAVIS

FORECLOSURE SUPERVISOR OF GREEN TREE SERVICING LLC, a

Limited Liability Company

NEVADA DECLARATION OF COMPLIANCE
(NRS 107 §11(6))

Borrower(s):
Paul Kearney & Stephanie Kearney
Mortgage Servicer:
Green Tree Servicing LLC
Property Address:
963 TILLMAN LN
GARDNERVILLE NV 89460

T.S No:

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

1. The mortgage servicer has contacted the Borrower to "assess the borrower's financial situation, explore options for the borrower to avoid foreclosure, advise the borrower that he or she has the right to request a subsequent meeting and provide the toll free HUD number to the borrower to find a local housing counselor". Thirty (30) days, or more, have passed since the initial contact was made.
2. Despite the exercise of the due diligence requirements the mortgage servicer has been unable to contact the borrower to "assess the borrower's financial situation, explore options for the borrower to avoid foreclosure and provide the toll free HUD number to the borrower to find a local housing counselor". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because:
 - a. The requirements of NRS §107 do not apply as the individual(s) do/did not meet the definition of "borrower".
 - b. The requirements of NRS §107 do not apply as the because the above-referenced loan did not meet the definition of "residential mortgage loan" OR, if the account is a "residential mortgage loan", it is NOT the most senior "residential mortgage loan" encumbering the above-referenced property.
 - c. The requirements of NRS §107 do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1)) were timely sent per statute.

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:

1/26/2015

Green Tree Servicing LLC,
Mortgage Servicer

Callie DeBoer
By: Callie DeBoer, Foreclosure Clerk

ATTACHMENT TO AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE