

DOUGLAS COUNTY, NV

2015-867829

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FIRST AMERICAN MORTGAGE SOLUTIONS - TSG

KAREN ELLISON, RECORDER

APN(s): 1320-32-813-011

Recording requested by:

When recorded mail to:  
Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101  
619-645-7711

TS No.: NV-14-640970-JP

Space above this line for recorders use only

Order No.: 8481834

Property Address: 1186 HIGH SCHOOL STREET, GARDNERVILLE, NV 89410

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

## **Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust**

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **10/25/2004**, executed by **WENDY HOUGLAND, AN UNMARRIED WOMAN**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR SIERRA PACIFIC MORTGAGE COMPANY, INC.**, as beneficiary, recorded **11/2/2004**, as **Instrument No. 0628337, Book 1104, Page 01732**, of Official Records in the Office of the Recorder of **DOUGLAS** County, Nevada securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$180,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; 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 2/1/2009, 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's fees, 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. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.**

The present Beneficiary under such Deed of Trust 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.

TS No.: **NV-14-640970-JP**  
Notice of Default

**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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days before the date of sale pursuant to NRS 107.080. 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.

**For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:**

**BANK OF AMERICA, N.A.**  
c/o Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101  
619-645-7711

**To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:**

**Bank of America, N.A.**  
**Contact: ROSEMARY BARE**  
**Department: Loss Mitigation Department**  
**Phone: (800) 669-6650**  
**Toll Free: (800) 669-6650**

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nlslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

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.

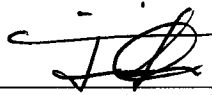
As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

**QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

TS No.: NV-14-640970-JP  
Notice of Default

Dated: 8/10/15

Quality Loan Service Corporation, as Trustee



By: Maria Albarran Diaz, 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)

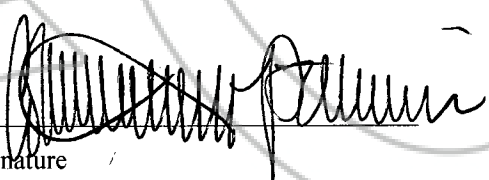
**AUG 10 2015**

**COURTNEY PATANIA**

On 8/10/15 before me, Maria Albarran Diaz, a notary public, personally appeared Maria Albarran Diaz, 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**

# AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

**Borrowers Identified in Deed of Trust:**  
WENDY HOUGLAND

**Trustee Address:**  
Quality Loan Service Corporation  
411 Ivy Street,  
San Diego, CA 92101

**Property Address:**  
1186 HIGH SCHOOL STREET  
GARDNERVILLE, NV 89410-0000

**Deed of Trust Document Instrument Number**  
Instrument No. 0628337, Book 1104,  
Page 01732

STATE OF Pennsylvania )  
 )  
 ) ss:  
COUNTY OF Allegheny )

The affiant, Paul Michael Dilla, being first duly sworn upon oath, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder; and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, and under penalty of perjury attests that I am an 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").

I further attest, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder; and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, and under penalty of perjury, to the following information, as required by Section 107.080(2)(c) of the Nevada Revised Statutes:

1. I have personal knowledge of Bank of America, N.A.'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 Bank of America, N.A. in the course of regularly conducted business activity; and it is the regular practice of Bank of America, N.A. to make such records. I have reviewed certain business records of Bank of America, N.A. concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Bank of America, N.A. as they have been kept by Bank of America, N.A. 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 solely on my review of those business records; information contained in the records of the county recorder; and the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada.

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
Quality Loan Service Corporation	411 Ivy Street, San Diego, CA 92101

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
BANK OF AMERICA, N.A.	c/o Bank of America N.A. 7105 Corporate Drive, Plano, TX 75024

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
BANK OF AMERICA, N.A.	c/o Bank of America N.A. 7105 Corporate Drive, Plano, TX 75024

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
Bank of America N.A.	7105 Corporate Drive, Plano, TX 75024

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

<b>Recorded Date</b>	<b>Recording Number</b>	<b>Name of Assignee (From/To)</b>
8/25/2009	749508 809 5788	BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP,

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

- 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:

PMD  
Signature

Paul Michael Dilla  
Print

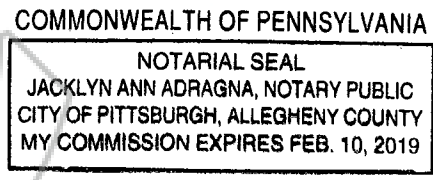
Assistant Vice President  
Title

7/20/15  
Date

SWORN TO and subscribed before me this 20 day of July, 2015, by Paul Michael Dilla, as an Assistant Vice President of Bank of America, N.A.  He/she ( ) is personally known to me or ( ) produced identification card as identification.

Jacklyn Ann Adragna  
Notary public

My commission expires: 2/10/19



Estate Of Wendy Houglan

Account No.: [REDACTED]

Property Address:  
1186 High School Street  
Gardnerville, NV 89410

**NEVADA DECLARATION**

I, Michael R. Phillips, Mtg Servicing Specialist Lead of Bank of America ("BANA"), declare the following under the laws of the State of Nevada:

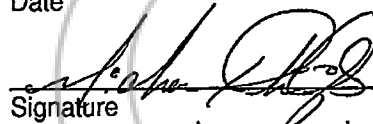
1. That pursuant to Nevada Revised Statute § 107.560(5) of the Nevada Homeowner Bill of Rights ("HOBR"), BANA is exempt from liability under, and deemed to be in compliance with, Nevada Revised Statutes § 107.400 through § 107.560 inclusive of the HOBR as a signatory to the consent judgment referenced 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 NRSNRS107.500(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.

9.18.2014  
Date

  
Signature

Michael L. Philips  
Printed Name