

DOUGLAS COUNTY, NV

2015-869397

Rec:\$221.00

\$221.00 Pgs=8

09/10/2015 09:14 AM

SPL INC.

KAREN ELLISON, RECORDER

APN : 1220-16-310-017

Recording Requested By :
Title 365

When Recorded Mail To :
First American Trustee Servicing Solutions, LLC
1500 Solana Blvd, Bldg 6, 1st Floor
Westlake, TX 76262

TS No.: NV1500270419
VA/FHA/PMI No.
TSG No. 733-1500787-70

NEVADA

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 into 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 business days prior to the date set for the sale of your property. 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). **YOU MAY HAVE A RIGHT TO PARTICIPATE IN THE STATE OF NEVADA FORECLOSURE MEDIATION PROGRAM IF THE TIME TO REQUEST MEDIATION HAS NOT EXPIRED.**

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 of 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 three month period stated above) to, among other things, (1) provide additional time in which to cure the default by 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 you creditor.

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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:

**U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE
LOAN TRUST 2013-1
c/o First American Trustee Servicing Solutions, LLC
1500 Solana Blvd, Bldg 6, 1st Floor
Westlake, TX 76262
866-429-5179**

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.

NOTICE IS HEREBY GIVEN: That **First American Trustee Servicing Solutions, LLC** As Agent for the current beneficiary under a Deed of Trust dated **04/22/2005** executed by:

DAVID W DURAN, AN UNMARRIED MAN,

as Trustor to secure certain obligations in favor of **AMERICAN GENERAL FINANCIAL SVCS INC** as Beneficiary, recorded **04/25/2005**, (as Instrument No.) **0642673**, (in Book) **0405** (Page) **10153**, of Official Records in the Office of the Recorder of **DOUGLAS** County, **Nevada** describing land therein as:

AS MORE FULLY DESCRIBED IN THE ABOVE MENTIONED DEED OF TRUST

Property Address: **1271 REDWOOD CIR 1, GARDNERVILLE NV 89460**
said obligations including ONE NOTE FOR THE ORIGINAL sum of **\$79,719.00**

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 INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 7/4/2014 AND ALL
SUBSEQUENT INSTALLMENTS, TOGETHER WITH LATE CHARGES AS SET FORTH IN SAID
NOTE AND DEED OF TRUST, ADVANCES, ASSESSMENTS, FEES, AND/OR TRUSTEE FEES.
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..**

This property is sold as-is. The lender is unable to validate the condition, defects or disclosure issues of said property and buyer waives the disclosure requirement under NRS 113.130 by purchasing at this sale and signing said receipt.

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That by reason thereof, the present beneficiary under such deed of trust, has executed and delivered to said agent, a written Declaration of Default and Demand for same, and has deposited with said agent 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: 9-8-15

**First American Trustee Servicing Solutions, LLC
1500 Solana Blvd, Bldg 6, 1st Floor
Westlake TX76262**

By: *DeeAnn Gregory*
(signature)

Name: DeeAnn Gregory, Senior Manager

Title: _____

**First American Trustee Servicing Solutions, LLC MAY BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT
PURPOSE.**

STATE OF TEXAS
COUNTY OF TARRANT

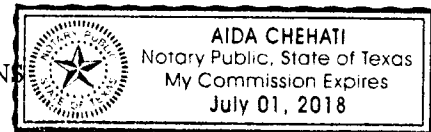
Aida Chehati

Before me, _____ on this day personally appeared DeeAnn Gregory,
known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that
this person executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8th day of September, A.D., 2015

Aida Chehati (Notary Seal)

SEE ATTACHED DECLARATION



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s): DAVID W DURAN, AN UNMARRIED MAN		Trustee Name and Address: First American Trustee Servicing Solutions, LLC 1500 Solana Blvd, Bldg 6, 1st Floor Westlake, TX 76262
Property Address: 1271 REDWOOD CIR 1, GARDNERVILLE NV 89460		Deed of Trust Document <u>Instrument No. 0642673</u>

STATE OF Texas)

COUNTY OF Denton)

SS:

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

1. I am an employee of Nationstar Mortgage LLC . I am duly authorized to make this Affidavit for U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE LOAN TRUST 2013-1 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 Nationstar Mortgage LLC ’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:

First American Trustee Servicing Solutions, LLC	1500 Solana Blvd, Bldg 6, 1st Floor Westlake, TX 76262
Full Name	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:

U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE LOAN TRUST 2013-1	c/o Nationstar Mortgage LLC 8950 Cypress Waters Blvd Coppell, TX 75019
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:

U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE LOAN TRUST 2013-1	c/o Nationstar Mortgage LLC 8950 Cypress Waters Blvd Coppell, TX 75019
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:

Nationstar Mortgage LLC	8950 Cypress Waters Blvd Coppell, TX 75019
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 non-holder 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 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 the Affidavit, and/or explore loss mitigation alternatives : **888-480-2432**.

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: 06/03/2015 AS INSTRUMENT: 2015-863161
FROM: SPRINGLEAF FINANCIAL SERVICES, INC FKA AMERICAN GENERAL FINANCIAL SERVICES, INC., BY NATIONSTAR MORTGAGE LLC AS ATTORNEY-IN-FACT
TO: U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE LOAN TRUST 2013-1

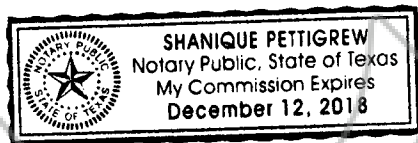
RECORDED: 07/17/15 AS INSTRUMENT: 2015-866473 (WILD)
FROM: SPRINGLEAF FINANCIAL SERVICES, INC FKA AMERICAN GENERAL FINANCIAL SERVICES, INC.
TO: U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE LOAN TRUST 2013-1

Signed By: [Signature] Dated: 09/02/2015

Print Name: Minh Nghiem

STATE OF Texas)
) ss: September 2, 2015
COUNTY OF Denton)

On this 2 day of September, 2015, personally appeared before me, a Notary Public, in and for said County and State, Minh Nghiem, 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

**NEVADA DECLARATION OF COMPLIANCE
NV SB 321 (2013) Sec. 11**

Borrower(s): DAVID W DURAN

Property Address: 1271 REDWOOD CIR 1, GARDNERVILLE, NV 89460

Trustee Sale Number:

I am employed as a Document Execution Specialist by Nationstar Mortgage LLC ("Nationstar"), the servicer for the mortgage loan.

I personally reviewed the business records of Nationstar and determined that:

Nationstar contacted the borrower(s) as required by SB 321 (2013) Sec. 11(2).

Nationstar attempted to contact the borrower(s) as required by SB 321 (2013) Sec. 11(5).

The requirements of SB 321 (2013) Sec. 11 do not apply because the individual(s) is not a Borrower and no contact was required.

I declare that the foregoing statement is true to the best of my knowledge and belief.

As all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded and to exercise the power of sale.

Nationstar Mortgage LLC

Dated: January 5, 2015

 1/5/15

Signature of Employee

Nicole Johnson Document Execution Specialist
Printed Name of Employee