

DOUGLAS COUNTY, NV **2015-870560**
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SERVICELINK TITLE AGENCY INC.
KAREN ELLISON, RECORDER

APN: 1022-16-002-058

WHEN RECORDED MAIL TO:

Clear Recon Corp.
4375 Jutland Drive, Suite 200
San Diego, CA 92177-0935

TS No.: 029945-NV

The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)

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

NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP. is the duly appointed Trustee under a Deed of Trust dated **11/23/2004**, executed by **ROBERT R. YAROSLASKI AND MARIA YAROSLASKI, HUSBAND AND WIFE AS J/T**, as trustor in favor of the beneficiary thereunder, recorded **11/29/2004**, as **Instrument No. 0630473, in Book 1104, Page 12850**, of Official Records in the office of the County recorder of **Douglas**, County, Nevada securing, among other obligations.

One Note for the Original sum of **\$142,246.48**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; 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:

Installment of Principal and Interest plus impounds and/or advances which became due on 7/29/2010 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, **BENEFICIAL FINANCIAL I INC. SUCCESSOR BY MERGER TO BENEFICIAL MORTGAGE CO. OF NEVADA**, 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 Trustor's 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.

T.S. No.: 029945-NV

Property Address as identified in the Deed of Trust is: **1532 OPAL CT
WELLINGTON, NV 89444**

HUD Approved local counseling agency: Housing for Nevada
1 (702) 270-0300

To determine if reinstatement is possible and the amount, if any, to cure the default, contact:

BENEFICIAL FINANCIAL I INC. SUCCESSOR BY MERGER TO BENEFICIAL MORTGAGE CO. OF NEVADA
636 Grand Regency Boulevard
Brandon, Florida 33510
Phone: 800-365-6730

Loan Modification contact information: **BENEFICIAL FINANCIAL I INC. SUCCESSOR BY MERGER TO BENEFICIAL MORTGAGE CO. OF NEVADA, Loss Mitigation**
Dept. 800-365-6730

For Foreclosure status, contact:
Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117
Phone: 858-750-7600

Dated

SEP 29 2015

CLEAR RECON CORP.

By:



Bernis M. Gonyea, Authorized Signatory for Trustee

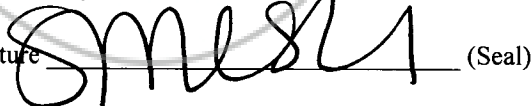
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Diego}ss.

On **SEP 29 2015** before me **S. Mesa** Notary Public, personally appeared **Bernis Gonyea** 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.

Signature

 (Seal)

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Record Title Holder: Robert Yaroslaski and Maria Yaroslaski		Trustee Name and Address: Clear Recon Corp. 4375 Jutland Drive, Suite 200 San Diego, CA 92117
Property Address: 1532 Opal Ct Wellington, NV 89444		Deed of Trust Document <u>Instrument No. 0630473</u> <u>Recorded 11/29/04</u>

STATE OF ILLINOIS

ss:

COUNTY OF DU PAGE

The affiant, KATHLEEN J. DeCicco, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Beneficial Financial I Inc. Successor by Merger to Beneficial Mortgage Co. of Nevada. I am duly authorized to make this Affidavit for Beneficial Financial I Inc. Successor by Merger to Beneficial Mortgage Co. of Nevada 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, which I acquired from 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. In the regular and ordinary course of business, it is Beneficial Financial I Inc. Successor by Merger to Beneficial Mortgage Co. of Nevada'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"). 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 such personal knowledge; are kept by Beneficial Financial I Inc. Successor by Merger to Beneficial Mortgage Co. of Nevada in the course of regularly conducted business activity; and it is the regular practice of Beneficial Financial I Inc. Successor by Merger to Beneficial Mortgage Co. of Nevada to make and keep such records.

3. I have continuing access to the Business Records for the Subject Loan, I am familiar with those Business Records, and I have personally reviewed the Business Records relied upon to compile this Affidavit. If sworn as a witness, I could competently testify to the facts contained herein.

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

Clear Recon Corp.	4375 Jutland Drive Suite 200 San Diego, California 92117
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:

Beneficial Financial I Inc. Successor by Merger to Beneficial Mortgage Co. of Nevada	636 Grand Regency Boulevard Brandon, Florida 33510
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:

Beneficial Financial I Inc. Successor by Merger to Beneficial Mortgage Co. of Nevada	636 Grand Regency Boulevard Brandon, Florida 33510
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:

Beneficial Financial I Inc. Successor by Merger to Beneficial Mortgage Co. of Nevada	636 Grand Regency Boulevard Brandon, Florida 33510
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.

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; and (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 call 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: (866) 824-0824.

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:

Date	Recording number	Name of Assignee
N/A	N/A	N/A

12. The beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust has instructed or hereby instructs the trustee to exercise the power of sale with respect to the subject real property.

Signed By: Kathleen J. DeCicco

Dated: 9/18/2015

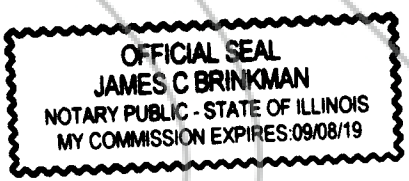
Print Name: KATHLEEN J. DeCicco

VP and Asst. Sec, Admin Serv. Div
STATE OF ILLINOIS)

) ss:
COUNTY OF DUPAGE.)

On this 18th day of September, 20 15, personally appeared before me, a Notary Public, in and for said County and State, Kathleen J. DeCicco, 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.

James C. Brinkman
NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE



**DECLARATION OF COMPLIANCE WITH
NRS SECTION 107.510(6)**

Borrower(s): Robert R. Yaroslaski and Maria Yaroslaski

Mortgage Servicer: Beneficial Financial I Inc., successor by merger to Beneficial Mortgage Co. of Nevada

Property Address: 1532 Opal Ct., Wellington, NV 89444

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

1. I have the personal knowledge required to execute this Declaration, which I acquired from review of the business records of Beneficial Financial I Inc., successor by merger to Beneficial Mortgage Co. of Nevada ("Servicer"), the servicer of the obligation or debt secured by the deed of trust. In the regular and ordinary course of business, it is Servicer'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"). 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 such personal knowledge; are kept by Servicer in the course of regularly conducted business activity; and it is the regular practice of Servicer to make and keep such records.

2. I have continuing access to such Business Records, I am familiar with those Business Records, and I have personally reviewed the Business Records relied upon to compile this declaration. If sworn as a witness, I could competently testify to the facts contained herein:

A. Servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and explore options for the borrower to avoid foreclosure as required by NRS § 107.510(2). Thirty (30) days, or more, have passed since the initial contact was made.

B. Servicer has tried with due diligence to contact the borrower as required by NRS § 107.510(5), but has not made contact despite such due diligence. Thirty (30) days,

or more, have passed since these due diligence efforts were satisfied.

C. No contact was required by Servicer because:

- 1) Servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS § 107.510 pursuant to NRS § 107.460.
- 2) The requirements of NRS § 107.510 do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set forth in NRS § 107.410.
- 3) The requirements of NRS § 107.510 do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS § 107.450), OR, if the loan is a "residential mortgage loan," it is NOT the **most senior** "residential mortgage loan" encumbering the above-referenced property.
- 4) The requirements of NRS § 107.510 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.

3. In light of the foregoing, Servicer authorizes the trustee to submit the 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. § 107.500 were timely sent per statute.

Beneficial Financial I Inc., successor by merger to Beneficial Mortgage Co. of Nevada
Mortgage Servicer

Signed By: Kathleen J. DeCicco
Name (Print): KATHLEEN J. DeCicco
Title (Print): VP and Asst. Sec, Admin Serv. Div

Dated: 9/10/15

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