

DOUGLAS COUNTY, NV

2015-871587

Rec:\$222.00

\$222.00 Pgs=9

10/21/2015 02:38 PM

FIRST AMERICAN MORTGAGE SOLUTIONS - TSG

KAREN ELLISON, RECORDER

APN(s): 1418-03-301-009

Recording requested by:

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

TS No.: NV-15-679839-HL

Space above this line for recorders use only

Order No.: 8571721

Property Address: 2190 LANDS END RD, GLENBROOK, NV 89413

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 **11/28/2005**, executed by **CHAD SMITTKAMP AND JEAN MERKELBACH, HUSBAND AND WIFE**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR CITIMORTGAGE, INC.**, as beneficiary, recorded **12/6/2005**, as **Instrument No. 0662359**, 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 **\$2,643,000.00**, 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 1/1/2009, 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-15-679839-HL
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:

CITIMORTGAGE, INC.
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:

CitiMortgage, Inc.
Contact: Shreen Kelsh
Department: Loss Mitigation Department
Phone: (800) 422-1498
Email: Shreen.Kelsh@citi.com

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-15-679839-HL
Notice of Default

Dated:

10/20/15

Quality Loan Service Corporation, as Trustee



By: Ellene Barnett, 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

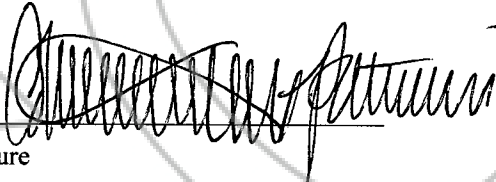
OCT 20 2015

On OCT 20 2015 before me COURTNEY PATANIA a notary public, personally appeared Ellene Barnett, 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.

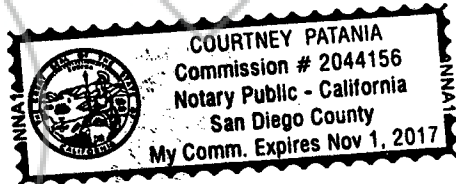
I certify under *PENALTY OF PERJURY* under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)



Signature



COURTNEY PATANIA

APN: 1418-03-301-009
Foreclosure No.: NV-15-679839-HL

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):
JEAN MERKELBACH, CHAD SMITTKAMP

Trustee Address:
Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Property Address:
2190 LANDS END RD
GLENBROOK, NV 89413

Deed of Trust Document Number:
Instrument No. 0662359

STATE OF MISSOURI)
) ss:
COUNTY OF ST. CHARLES)

COMES NOW Anna Buehrle, who being first duly sworn, deposes and says:

1. I am employed as a Vice President - Document Control of CitiMortgage, Inc., the beneficiary of the Deed of Trust recorded as instrument number Instrument No. 0662359, County of DOUGLAS, Nevada (the "Deed of Trust").

2. I am authorized to execute this Affidavit of Authority to Exercise the Power of Sale (this "Affidavit") on behalf of CitiMortgage, Inc. The statements made in this Affidavit are based on my personal knowledge, which I acquired through a review of 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.

3. In my capacity as a Vice President - Document Control, I have personal knowledge of CitiMortgage, Inc.'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 CitiMortgage, Inc. in the course of regularly conducted business activity. I have reviewed certain business records of CitiMortgage, Inc. concerning the Loan, Note and Deed of Trust, referenced below. It was the regular practice of that business activity to make or maintain such records at or near the time of the act, transaction, occurrence or event, or within a reasonable time thereafter by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records.

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

Full Name	Street, City, County, State, Zip
Quality Loan Service Corp.	411 Ivy Street San Diego, CA 92101

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

Full Name	Street, City, County, State, Zip
CITIMORTGAGE, INC.	c/o CitiMortgage, Inc. 1000 Technology Drive MS 92 O'Fallon, MO 63368

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

Full Name	Street, City, County, State, Zip
CITIMORTGAGE, INC.	c/o CitiMortgage, Inc. 1000 Technology Drive MS 92 O'Fallon, MO 63368

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

Full Name	Street, City, County, State, Zip
CitiMortgage, Inc.	CitiMortgage, Inc. 1000 Technology Drive MS 92 O'Fallon, MO 63368

8. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, is in 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.

9. 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.

10. 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.

11. A 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 the affidavit is (800)-283-7918.

12. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which was acquired independently by the affiant or by (a) 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 meets the standards set forth in NRS 51.135), (b) a review of information contained in the records of the recorder of the county in which the property is located, or (c) 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: 12/06/2005

Recordation Number: 0662359

Name of Assignee: Mortgage Electronic Registration Systems, Inc., as nominee for CitiMortgage, Inc.

Description of Instrument: Deed of Trust

Date: 6/18/2009

Recordation Number: 745409

Name of Assignee: CitiMortgage, Inc.

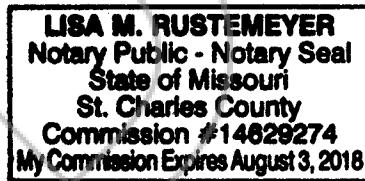
Description of Instrument: Assignment of Deed of Trust

Following is the true and correct signature of the affiant. The affiant declares under penalty of perjury of the State of Nevada that the foregoing statements are true and correct.

By: Anna Buehrle
Printed Name: Anna Buehrle
Title: Vice President- Document Control, employed by CitiMortgage, Inc.
Dated: 10-16-15

Subscribed and sworn before me this 16 day of Oct., 2015,
by Anna Buehrle
Notary Public in and for the State of Missouri
County of St Charles

Lisa M Rustemeyer
Notary Signature



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

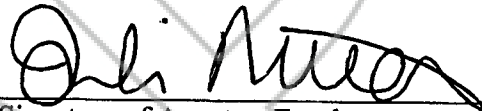
Borrower(s): JEAN MERKELBACH, CHAD SMITTKAMP
Mortgage Servicer: CitiMortgage, Inc.
Property Address: 2190 LANDS END RD, GLENBROOK, NV 89413
Trustee Sale Number: NV-15-679839-HL

1. I, Julie Ritter, am employed as a Vice President - Document Control by CitiMortgage, Inc., whose address is 1000 Technology Drive, O'Fallon, Mo 63368, and I am authorized to execute this Declaration on its behalf. The statements made in this Declaration are based on my personal knowledge. I have obtained personal knowledge of the below events through my review of business records that are kept by CitiMortgage, Inc. in the normal course of business, including the records related to the loan to Borrower(s) secured by the residential property located at the Property Address. If called upon to testify at the trial of this matter, I could competently testify as to the facts contained in this Declaration. I hereby declare as follows:]
2. This Declaration is accurate, complete and supported by competent and reliable evidence which the Mortgage Servicer named above (the "Mortgage Servicer") has reviewed to substantiate the default of the Borrower(s) named above (the "Borrower(s)") and the Foreclosing Party's right to foreclose, including the Borrower(s)' loan status and loan information.
3. [x] The Mortgage Servicer has contacted the Borrower(s) to assess the Borrower(s)' financial situation, provided the toll free number to enable the Borrower(s) to find a housing counselor certified by HUD, and explored options for the Borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on September 19, 2015; *or*
4. [n/a] The Mortgage Servicer has tried with due diligence to contact the Borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on n/a, 201n/a; *or*
5. The requirements of SB 321 (2013) Sec. 11 do not apply, because:
 - a. [n/a] The Mortgage Servicer is exempt pursuant to SB 321 (2013) Sec. 7.5 by virtue of being a financial institution as defined in NRS 660.045 that has foreclosed on 100 or fewer owner-occupied real properties (as defined in NRS 107.086) in Nevada in its last annual reporting period.

- b. [n/a] The individual(s) named above do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
- c. [n/a] The loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in SB 321 (2013) Sec. 7) which is primarily for personal, family or household use and which is secured by a mortgage or deed of trust on "owner-occupied housing" (as defined in NRS 107.086).
- d. [n/a] The Notice of Default was recorded prior to the implementation of SB 321 (2013) on 10-01-2013.

In light of the foregoing, the Mortgage Servicer authorizes the trustee to submit a Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent as set forth above and the Mortgage Servicer has complied with the requirements set forth in SB 321 (2013) Secs. 12 & 13 regarding the acceptance and processing of foreclosure prevention alternative applications, if any, submitted by the Borrower(s).

Dated: 9-29-13



Signature of Agent or Employee

Julie Ritter

Printed Name of Agent or Employee