

DOUGLAS COUNTY, NV

2015-872814

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FIRST AMERICAN MORTGAGE SOLUTIONS - TSG

KAREN ELLISON, RECORDER

APN: 1420-33-701-006

WHEN RECORDED MAIL TO:

Sables, LLC

c/o Law Offices of Les Zieve

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

Recording Requested By

First American Mortgage Solutions

8538553

TS No. : 15-34827

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

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 day 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). This amount is \$10,768.80 as of 11/30/2015 and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, a Nevada limited liability company is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated 10/19/2006, executed by **Mary Bozulich, Trustee Of The Mary Rose Bozulich 2002 Trust Agreement, Dated January 22, 2002**, as trustor to secure obligations in favor of **U.S. BANK NATIONAL ASSOCIATION N.D.**, as Beneficiary, recorded 12/22/2006, instrument no. **0691446**, in book **1206**, page **8694**, of Official Records in the office of the County recorder of **Douglas, County, Nevada** securing, among other obligations including

One note(s) for the Original sum of **\$81,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; 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:

The monthly installment which became due on 11/5/2013, along with late charges, and all subsequent monthly installments.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to; foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this Notice of Default should be construed as a waiver of any fees owing to the beneficiary under the Deed of Trust, pursuant to the terms and provisions of the loan documents.

T.S. No.: 15-34827

That by reason thereof 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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days prior to 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.

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

U.S. Bank National Association as successor by merger of U.S. Bank National Association ND
c/o SABLES, LLC, a Nevada limited liability company
3753 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169
Beneficiary Phone: 866-353-0187
Trustee Phone: (702) 664-1774

To reach a person with authority to negotiate a loan modification on behalf of the lender:

MATTHEW ELDRENKAMP
(866) 353-0187 EXT 425-4803
Email Address - mortgageassistancepoint@usbank.com
Toll Free # - 1-855-MYUSMAP (or 855-698-7627)

Property Address: **2655 Vicky Ln , Minden, NV 89423**

If you have any questions, you should contact a lawyer or the governmental agency that 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.

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.

T.S. No.: 15-34827

You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

Dated: 11/13/2015

SABLES, LLC, a Nevada limited liability company, as Trustee
Sables, LLC
c/o Law Offices of Les Zieve
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
(702) 948-8665



Anthony Tran, Trustee Sale Officer

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.

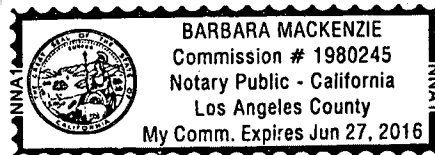
State of CALIFORNIA
County of ORANGE

On 11/13/15, before me, Barbara Mackenzie, personally appeared Anthony Tran 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.

Barbara Mackenzie
Signature of Notary



TS# 15-34827
APN: 1420-33-701-006

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION
TO SELL
[NRS § 107.080]

Property Owners:
Mary Bozulich, Trustee of The Mary
Rose Bozulich 2002 Trust Agreement,
Dated January 22, 2002
Property Address:
2655 Vicky Ln
Minden, NV 89423

Trustee Address:
3753 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169

Deed of Trust Document Recording Date
12/22/2006 Instrument Number **0691446**,
Book **1206** , Page **8694**

The affiant, Gae L. Aufforth, being first duly sworn upon oath, based on personal knowledge which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the above-referenced deed of trust (hereinafter "Deed of Trust") in accordance with the standards set forth in Nevada Revised Statutes § 51.135, and under penalty of perjury, attests that I am an authorized representative of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust, which is described in the Notice of Default and Election to Sell to which this affidavit is attached.

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

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

**Sables, LLC a Nevada Limited
Liability Company**
Full Name

**3753 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169**
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:

**U.S. Bank National Association as
successor by merger of U.S. Bank
National Association ND**
Full Name

**200 South Sixth Street
Minneapolis, MN 55402**
Street, City, County, State, Zip

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

**U.S. Bank National Association as
successor by merger of U.S. Bank
National Association ND**

**200 South Sixth Street
Minneapolis, MN 55402**

Full Name

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:

**U.S. Bank National Association as
successor by merger of U.S. Bank
National Association ND**

**200 South Sixth Street
Minneapolis, MN 55402**

Full Name

Street, City, County, State, Zip

2. The beneficiary, its successor in interest, or the trustee of the Deed of Trust is: (a) in actual or constructive possession of the Note secured by the Deed of Trust; or (b) entitled to enforce the obligation or debt secured by the Deed of Trust because the beneficiary, its successor in interest, or the trustee is the holder of the instrument, a non-holder in possession of the instrument who has the rights of a holder, or a party not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under Nevada Revised Statutes § 104.3309.

3. 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 parties, has sent a written statement to the obligor or borrower of the obligation or debt secured by the Deed of Trust detailing:

- a. the amount of the payment required in order to cure 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 written 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 exercise of the power of sale;
- f. contact information for obtaining the most current amounts due and a local or toll-free telephone number that the obligor or borrower of the obligation or debt could call to receive the most current amounts due and a recitation of the information contained in this affidavit.

4. 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 is:

1-866-353-0187

Local or toll-free telephone number

5. The following information consists of the date, recordation number/other unique designation of, and the name of each assignee under each recorded assignment of the Deed of Trust, and is based on: (a) the direct personal knowledge of the affiant; (b) the personal knowledge which the affiant acquired by a review of the business records kept in the regular

Declaration of Mortgage Servicer Pursuant to NR 107.510

T.S. Number: 15-34827
Borrower(s): Mary Bozulich, Trustee of The Mary Rose Bozulich 2002 Trust Agreement, Dated January 22, 2002
Mortgage Servicer: U.S. Bank National Association as successor by merger of U.S. Bank National Association ND
Property Address: 2655 Vicky Ln
Minden, NV 89423

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

1. The mortgage servicer has contacted the borrower pursuant to NRS 107.510 (2), to "assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has exercised due diligence to contact the borrower pursuant to NRS 107.510 (5), to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to NRS 107.410.
4. During the preceding annual reporting period, the Lender has foreclosed on 100 or fewer real properties located in this state and therefore, pursuant to NRS 107.460, the provisions of NRS 107.400 to 107.560, inclusive, do not apply.
5. The loan is not a "residential mortgage loan" as defined in NRS 107.450.

I certify that this declaration is accurate, complete and supported by competent and reliable evidence which the mortgage servicer has reviewed to substantiate the borrower's default and the right to foreclose, including the borrower's loan status and loan information.

U.S. Bank National Association as
successor by merger of U.S. Bank National
Association ND

Dated: June 11, 2015


By: Gae L. Aufforth, Officer