

DOUGLAS COUNTY, NV

2015-874054

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12/14/2015 02:24 PM

PREMIER AMERICAN TITLE

KAREN ELLISON, RECORDER

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 15-01647-CI-NV

Title Order No. : 61502830

APN: 1420-35-410-017

**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 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 days 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).

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION is either the original Trustee or the duly appointed substituted Trustee under a Deed of Trust dated 02/14/2007, executed by Thomas Navin, Anitamarie Navin, husband and wife as joint tenants, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage, its successors and assigns as beneficiary recorded 02/21/2007 as Instrument No. 0695425 BOOK 0207 PAGE 6916 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including **ONE NOTE FOR THE ORIGINAL** sum of \$544,000.00.

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 installments of principal and interest which became due on 10/01/2014 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 fee's, 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 (and will increase until your account becomes current) as summarized in the accompanying Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

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

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:

CitiMortgage, Inc.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: www.ndscorp.com/sales/

Contact the following number to discuss Loan Modification Options: 866-272-4749

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at: <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

The Property Address: 2609 Terra Court , Minden NV 89423

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.**

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Dated: 12/14, 2015

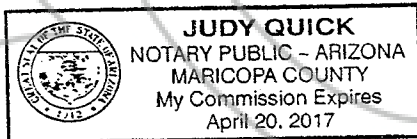
National Default Servicing Corporation, an Arizona Corporation, As Trustee for US Bank National Association as Trustee for CMALT REMIC Series 2007-A5 - REMIC Pass-Through Certificates Series 2007-A5


By: Brenda Morrison, Trustee Sales Representative

State of: Arizona
County of: Maricopa

On 12-14, 2015, before me, the undersigned, a Notary Public for said State, personally appeared **Brenda Morrison**, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Judy Quick

This is an attempt to collect a debt and any information obtained will be used for that purpose.

APN: 1420-35-410-017
Foreclosure No.: 15-01647-CI-NV

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:
Thomas Navin, Anitamarie Navin, husband
and wife as joint tenants

Trustee Address:
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

Property Address:
2609 Terra Court
Minden NV 89423

Deed of Trust Document Instrument
Number:
0695425 BOOK 0207 PAGE 6916

STATE OF MISSOURI

COUNTY OF ST CHARLES

ss:

COMES NOW Christina Chiodini, who being first duly sworn, deposes and says:

1. I am employed as a Vice President - Document Control of CitiMortgage, Inc., which provides certain loan servicing activities for US Bank National Association as Trustee for CMALT REMIC 2007-A5 - REMIC Pass-Through Certificates, Series 2007-A5 the beneficiary of the Deed of Trust recorded as doc number 0695425 County of Douglas Nevada (the "Deed of Trust").

2. Pursuant to an agreement, CitiMortgage, Inc., provides certain loan servicing activities for U.S. Bank National Association as trustee for CMALT REMIC 2007-A5 - REMIC Pass-Through Certificates, Series 2007-A5, the holder of the Note described below. I am authorized to execute this Affidavit of Authority to Exercise the Power of Sale ("Affidavit") on behalf of U.S. Bank National Association as trustee for CMALT REMIC 2007-A5 - REMIC Pass-Through Certificates, Series 2007-A5. The statements made in this Affidavit are based on my personal knowledge obtained through my review of business records that are kept by CitiMortgage, Inc., in the normal course of business.

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.

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

<u>National Default Servicing Corporation</u>	<u>7720 N. 16th Street, Suite 300</u>
Full Name	Street, City, County, State, Zip

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

<u>US Bank National Association as Trustee for CMALT REMIC 2007-A5 - REMIC Pass- Through Certificates, Series 2007-A5</u>	<u>C/O 1000 Technology Dr.</u>
Full Name	Street, City, County, State, Zip

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

<u>US Bank National Association as Trustee for CMALT REMIC Series 2007-A5 - REMIC Pass-Through Certificates Series 2007-A5</u>	<u>C/O 1000 Technology Dr</u>
Full Name	Street, City, County, 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:

<u>CitiMortgage, Inc.</u>	<u>1000 Technology Dr</u>
Full Name	Street, City, County, State, Zip

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.

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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: February 21, 2007
Recordation Number: 0695425 BOOK 0207 PAGE 6916
Name of Beneficiary: Mortgage Electronic Registration Systems, Inc. as nominee for American Home Mortgage
Description of Instrument: Deed of Trust

Date: 01/21/2014
Recordation Number: 0837113 BOOK 0114 PAGE 3335
Name of Assignee: US Bank National Association as Trustee for CMALT REMIC 2007-A5-REMIC Pass-Through Certificates Series 2007-A5
Description of Instrument: Assignment of Deed of Trust

APN: 1420-35-410-017
Foreclosure No.: 15-01647-CI-NV

13. 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.

Christina Chiodini
AFFIANT
Christina Chiodini

Date: 12/10/2015

Subscribed and sworn before me this 10
day of Dec., 2015, by

Christina Chiodini

Notary Public in and for the
State of Missouri
County of St. Charles
Notary Signature Amanda Wilkins



AMANDA WILKINS
My Commission Expires
July 24, 2016
St. Charles County
Commission #12575665

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

[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).]

Borrower(s): **Thomas Navin**

Mortgage Servicer: **CitiMortgage, Inc.**

Property Address: **2609 Terra Court Minden NV 89423 Douglas**

Trustee Sale Number: **15-01647-CI-NV**

1. I, Anna Buehrle, am employed as a Vice President - Document Control. Pursuant to an agreement, CitiMortgage, Inc., provides certain loan servicing activities for U.S. Bank National Association as trustee for CMALT REMIC 2007-A5-REMIC Pass-Through Certificates, Series 2007-A5 (the "Foreclosing Party"). In that capacity, I am authorized to execute this Declaration as an authorized agent or employee of the Mortgage Servicer named above on behalf of the Foreclosing Party. 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 August 26, 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 , 201 N/A ; *or*
5. The requirements of SB 321 (2013) Sec. 11 do not apply, because:

[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.

[N/A] The individual(s) named above do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.

[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).

[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: November 17, 2015

Anna Buchle 11-17-15
Signature of Agent or Employee

Anna Buchle
Printed Name of Agent or Employee