

DOUGLAS COUNTY, NV

2015-874295

Rec:\$221.00

\$221.00 Pgs=8

12/21/2015 08:49 AM

SPL INC.

KAREN ELLISON, RECORDER

APN(s): 1220-04-513-002

Recording requested by:

Title365

When recorded mail to:

Quality Loan Service Corporation

411 Ivy Street

San Diego, CA 92101

619-645-7711

TS No.: NV-15-683906-AB

Space above this line for recorders use only

Order No.: 733-1501260

Property Address: 1379 WATERLOO LANE, GARDNERVILLE, NV 89410

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 **6/23/2006**, executed by Kimberly Borgzinner and Richard Borgzinner, wife and husband, as Trustor, to secure certain obligations in favor of **Mortgage Electronic Registration Systems, Inc.** as nominee for **Wilmington Finance, Inc.**, its successors and assigns, as beneficiary, recorded **7/17/2006**, as **Instrument No. 0679882**, 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 **\$275,000.00**, 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 4/5/2015, 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-15-683906-AB**
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:

**U.S. Bank National Association, as Indenture Trustee for Springleaf Mortgage Loan Trust
2013-2
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:

**Nationstar Mortgage LLC
Contact: Loss Mitigation Team
Department: Loss Mitigation Department
Phone: 888-480-2432
Toll Free: 888-480-2432**

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.

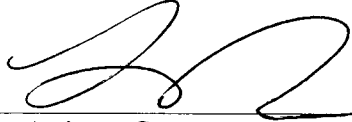
As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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-15-683906-AB
Notice of Default

Dated: **DEC 17 2015**

Quality Loan Service Corporation, as Trustee



By: Long Do, 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**)

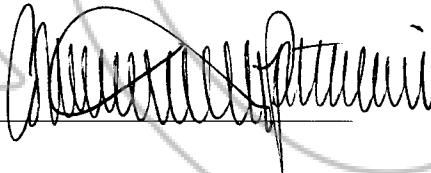
DEC 17 2015

COURTNEY PATANIA

On _____ before me, _____ a notary public, personally appeared Long Do, 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



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

Borrower(s): KIMBERLY A BORGZINNER & RICHARD BORGZINNER

Property Address: 1379 WATERLOO LN GARDNERVILLE NV 89410

Trustee Sale Number:

I am employed as a Assistant Secretary 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: 7/10/15

[Signature]
Signature of Employee

Tommy Glover
Printed Name of Employee

Document Execution Speciali

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s) Identified in Deed of Trust:
 KIMBERLY A BORGZINNER,
 RICHARD BORGZINNER

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

Property Address:
 1379 WATERLOO LANE
 GARDNERVILLE, NV 89410

Deed of Trust Document Instrument Number:
 Instrument No. 0679882

STATE OF TEXAS)
) ss:
 COUNTY OF DENTON)

The affiant, Demetrice Person, a(n) Document Execution Specialist, of Nationstar Mortgage LLC (**Nationstar**) being first duly sworn upon oath and under penalty of perjury, based on personal knowledge following a review of (1) business records kept in the regular course of business (2) information contained in the records of the county recorder, and (3) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada, as required by Section 107.080(2)(c) of the Nevada Revised Statutes, attests that:

1. I am an authorized representative of the beneficiary, trustee, or servicer of the deed of trust described in the notice of default and election to sell.

2. I have personal knowledge of the facts in this affidavit based upon a review of Nationstar's business records, and the information in this affidavit is taken from Nationstar's business records. I have personal knowledge of Nationstar's procedures for creating the records maintained by Nationstar in connection with the loan. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) made and kept in the usual and ordinary course of Nationstar's regularly conducted business activities; and (c) created by Nationstar as regular practice.

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

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

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

Full Name	Street, City, State, Zip
U.S. Bank National Association, as Indenture Trustee for Springleaf Mortgage Loan Trust 2013-2	c/o Nationstar Mortgage LLC 8950 Cypress Waters Boulevard Coppell, TX 75019

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

Full Name	Street, City, State, Zip
U.S. Bank National Association, as Indenture Trustee for Springleaf Mortgage Loan Trust 2013-2	c/o Nationstar Mortgage LLC 8950 Cypress Waters Boulevard Coppell, TX 75019

6. 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, State, Zip
Nationstar Mortgage LLC	Nationstar Mortgage LLC 8950 Cypress Waters Boulevard Coppell, TX 75019

7. The full name of every prior assignee under each recorded assignment of the deed of trust, is:

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Recorded Date	Recording Number	Name of Assignor	Name of Assignee
10/4/2010	771602	Mortgage Electronic Registration Systems, Inc.	MOREQUITY, INC.
10/29/2015	2015-871915	MOREQUITY, INC.	U.S. Bank National Association, as Indenture Trustee for Springleaf Mortgage Loan Trust 2013-2

8. The beneficiary, successor in interest of the beneficiary, or trustee of the deed of trust (a) has actual or constructive possession of the note secured by the deed of trust; or (b) is entitled to enforce the obligation or debt secured by the deed of trust.

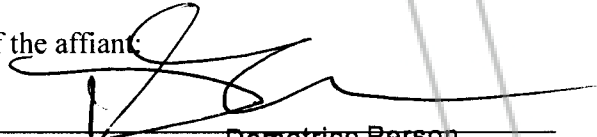
9. The beneficiary or its successor-in-interest or the servicer of the obligation or debt secured by the deed of trust has instructed the trustee to exercise the power of sale with respect to the property.

10. The beneficiary, its successor-in-interest, the 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:

- a. The amount in default;
- b. 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;
- c. A good faith estimate of all fees imposed in connection with the exercise of power of sale;
- d. The principal amount of the obligation or debt secured by the deed of trust;
- e. The amount of accrued interest and late charges;
- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in subparagraph (11) below.

11. The borrower or obligor may utilize the following toll-free or local telephone number to obtain the most current amounts due and receive a recitation of the information contained in this Affidavit: (888)-480-2432.

The following is the true and correct signature of the affiant:

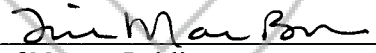


Printed Name: Demetrice Person
Title: Document Execution Specialist
Date: 12/11/2015

STATE OF: TEXAS)
COUNTY OF: DENTON)

Sworn to and subscribed before me on the 11 day of December, 2015 by
Demetrice Person.

(NOTARY SEAL)


Signature of Notary Public

