

DOUGLAS COUNTY, NV

2016-874894

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01/04/2016 03:01 PM

PREMIER AMERICAN TITLE

KAREN ELLISON, RECORDER

**RECORDING REQUESTED BY:**

**WHEN RECORDED MAIL TO:**

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

NDSC File No. : 15-01731-CI-NV

Title Order No. : 61502915

APN: 1320-26-002-034

**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 12/17/2008, executed by Mustafa A. Syammach and Josephine A. Syammach, husband and wife, as Trustor, to secure certain obligations in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Resource Lenders, Inc., its successors and assigns as beneficiary recorded 12/19/2008 as Instrument No. 0734740 BK 1208 Page 3941 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$417,000.00.**

**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 04/01/2015 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 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. 16<sup>th</sup> Street, Suite 300  
Phoenix, AZ 85020 Phone 602/264-6101 Sales Website: [www.ndscorp.com/sales/](http://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: 1634 Northstar Court , Gardnerville NV 89410

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: 1/4, 2016

National Default Servicing Corporation, an Arizona Corporation, As Trustee for CitiMortgage, Inc.

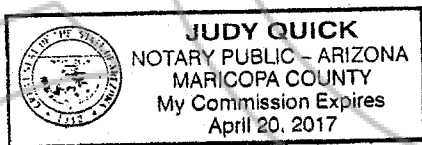
*Brenda Morrison*

By: Brenda Morrison, Trustee Sales Representative

State of: Arizona  
County of: Maricopa

On 1-4, 2016, 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: 1320-26-002-034  
Foreclosure No.: 15-01731-CI-NV

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE**

Property Owners:  
Mustafa A. Syammach and Josephine A.  
Syammach, husband and wife

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

Property Address:  
1634 Northstar Court  
Gardnerville NV 89410

Deed of Trust Document Instrument  
Number:  
0734740 BK 1208 Page 3941

STATE OF KENTUCKY)

COUNTY OF BOONE)

ss:

COMES NOW Alexander Hall, 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 0734740 BK 1208 Page 3941 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.

APN: 1320-26-002-034  
Foreclosure No.: 15-01731-CI-NV

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,</u>
Full Name	Phoenix, Arizona 85020
	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>CitiMortgage, Inc.</u>	<u>1000 Technology Dr</u>
Full Name	O'Fallon, MO 63368
	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>CitiMortgage, Inc.</u>	<u>1000 Technology Dr</u>
Full Name	O'Fallon, MO 63368
	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	O'Fallon, MO 63368
	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.

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:

APN: 1320-26-002-034

Foreclosure No.: 15-01731-CI-NV

- 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 1-800-723-7906.

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:

Recorded on December 19, 2008

Record number 0734740 BK 1208 Page 3941

Beneficiary: Mortgage Electronic Registration Systems, Inc. as nominee for Resource Lenders, Inc., its successors and assigns

Description of Instrument: Deed of Trust

Recorded Date: 05/12/2015

Recorded Number: 2015-861837

Name of Assignee: CitiMortgage, Inc.

Description of Instrument: Assignment of Deed of Trust

APN: 1320-26-002-034

Foreclosure No.: 15-01731-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.

  
\_\_\_\_\_  
AFFIANT Alexander Hall

Date: 12/30/15

Subscribed and sworn before me this 30  
day of December, 2015, by

Alexander Hall

Notary Public in and for the  
State of Kentucky

County of Boone

Notary Signature Virginia L. Combs

**VIRGINIA L. COMBS**  
Notary Public, ID No. 471145  
State at Large, Kentucky  
My Commission Expires July 23, 2016



**NEVADA DECLARATION OF COMPLIANCE  
(N.R.S § 107.86)**

[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: : **Mustafa A Syammach  
Josephine Syammach**

Property: **1634 Northstar Court GardnervilleNV 89410 Douglas**

I am employed by CitiMortgage, Inc. as a Vice President - Document Control. In that capacity, I am authorized to execute this Declaration as an authorized agent or employee of the mortgage servicer named below. 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:

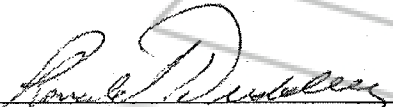
1. **CitiMortgage, Inc.** is a signatory to a consent judgment (the "consent judgment") entered in the case of United States of America et al. v. Bank of America Corporation et al. filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361 RMC.
2. Pursuant to the consent judgment, CitiMortgage, Inc., as mortgage servicer, sent the borrower(s) a Statement 14 days prior to referral to the foreclosure attorney or trustee that included a statement setting forth facts supporting the mortgage servicer's or the note holder's right to foreclose and containing the information required by the Settlement Term Sheet to the consent judgment. The Statement was sent to the borrower(s) on 9/3, 2015.
3. As of the date this Declaration was executed, CitiMortgage, Inc.'s records do not reflect receipt of a complete application for a foreclosure prevention alternative.
4. CitiMortgage, Inc. has sent the borrower(s) all notices required under the Settlement Term Sheet to the consent judgment.
5. In light of the foregoing, CitiMortgage, Inc. authorizes the trustee to submit the Notice



of Default to be recorded.

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

Dated: 12-7-15

  
Signature of Declarant Ronald Dudley

COOPER