

DOUGLAS COUNTY, NV

2016-877151

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02/23/2016 08:13 AM

SPL INC.

KAREN ELLISON, RECORDER

Recording requested by:

TITLE 365

When Recorded Mail To:

**BARRETT DAFFIN FRAPPIER TREDER &
WEISS, LLP**

**15000 Surveyor Boulevard, Suite 500
Addison, Texas 75001-9013**

APN #: 1420-07-310-018

Property Address:

**3472 CARNELIAN WAY
CARSON CITY, NEVADA 89705**



DFF0000005835442

Space above this line for Recorder's use only

The undersigned hereby affirms that there is no social security number contained in this document (Per NRS 239B.030)

Trustee Sale No. : 0000005835442

Title Order No.: 733-1600122

**IMPORTANT NOTICE
NOTICE OF BREACH AND ELECTION TO SELL UNDER
DEED OF TRUST**

NOTICE IS HEREBY GIVEN THAT: **BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP** is the duly appointed Trustee, under a Deed of Trust dated **07/02/2008**, executed by **LYDIE S. DOAK, TRUSTEE OF THE LYDIE S. DOAK TRUST DATED AUGUST 8, 2006**, as Trustor to secure certain obligations in favor of **NATIONS HOME FUNDING** under a Deed of Trust, **Recorded on 07/08/2008 as Instrument No. 726341** of Official Records in the office of the County recorder of **DOUGLAS** County, State of Nevada securing, among other obligations, one (1) note(s) for the Original sum of **\$282,000.00**.

That a breach of the obligations for which such Deed of Trust is security has occurred in that payment has not been made of:

THE FAILURE TO PAY THE ENTIRE UNPAID PRINCIPAL BALANCE PLUS ACCRUED INTEREST THEREON WHICH BECAME IMMEDIATELY DUE AND PAYABLE WHEN BORROWER DIED AND THE PROPERTY CEASED TO BE THE PRINCIPAL RESIDENCE OF ANY SURVIVING BORROWER.

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.

NOTICE

You may have the right to cure the default herein and reinstate the obligation secured by said Deed of Trust above described. Section 107.080 NRS permits certain defaults to be cured upon the payments of that portion of

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principal and interest, which would not be due, had no default occurred. Where reinstatement is possible, if the default is not cured within statutory period set forth in section 107.080 NRS, the right of reinstatement will terminate and the property may thereafter be sold.

Pursuant to the attached Affidavit, 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.

HUD approved local Counseling Agency: HOUSING OF NEVADA
(877)649-1335

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, contact:

CHAMPION MORTGAGE COMPANY
c/o BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP
15000 Surveyor Boulevard, Suite 500
Addison, Texas 75001-9013
(855) 286-5901

To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact;

CHAMPION MORTGAGE COMPANY
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019
469-549-3137

DATE: 2/19/2016

BARRETT DAFFIN FRAPPIER TREDER & WEISS, LLP

BY: _____

Clayton Gott, Associate Attorney

If you have any questions, you should contact a lawyer or the government agency, which may have insured your loan.

**IMPORTANT NOTICE
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Trustee Sale No. : 00000005835442

Title Order No.: 733-1600122

State of Texas

County of DALLAS

Before me, **Kellie C. Bridges**, on this day personally appeared CLAYTON GOFF, known to me (or proved to me on the oath of _____ or through (description of identity card or other document)) to be the person whos name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of Feb, 2016



Kellie C. Bridges
Notary Public's Signature

Instruction and Certification of Mortgage Servicer Pursuant to
Nevada Revised Statutes §107 (SB 321/HOBR Section 13)

Borrower(s): CAROL BURKS
Mortgage Servicer: CHAMPION MORTGAGE COMPANY
Property Address: 408 ANTIQUE BAY ST
LAS VEGAS, NV 89145
T.S. No.:

INSTRUCTION: Pursuant to the below certification, the undersigned, as an authorized agent or employee of the mortgage servicer named below, instructs the trustee to [Pick only one]: record a notice of default; record a notice of trustee's sale; or conduct a trustee's sale.

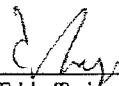
CERTIFICATION: The undersigned certifies the following:

Foreclosure Prevention Alternative: Either [Pick only one]:

1. The borrower *has not* submitted to the mortgage servicer an application for a foreclosure prevention alternative offered by, or through, the borrower's mortgage servicer or the beneficiary of the deed of trust; **OR**
2. The borrower *has* submitted an application for a foreclosure prevention alternative offered by, or through, the borrower's mortgage servicer or the beneficiary of the deed of trust, but the borrower failed to timely submit all the documents or information required to *complete* the application (an application is deemed "completed" under NRS § 107 (SB 321/HOBR Section 13(9)) when the borrower has supplied the mortgage servicer with all documents required by the mortgage servicer within the reasonable timeframes specified by the mortgage servicer); **OR**
3. The borrower *has* submitted a *complete* (as defined in Section 2 above) application for a foreclosure prevention alternative offered by, or through, the borrower's mortgage servicer or the beneficiary of the deed of trust, **AND EITHER** [Pick only one]:
 - a. The *complete* application for a foreclosure prevention alternative was denied in writing, and the applicable appeal period pursuant to Nevada Revised Statutes §107 (SB 321/HOBR Section 13(5)) has expired; **OR**
 - b. The borrower *did not* accept a written offer for a foreclosure prevention alternative within 14 calendar days after the date on which the offer was received by the borrower; **OR**
 - c. The mortgage servicer has entered into a foreclosure prevention alternative with the borrower which was accepted in writing, but the borrower is *not* in compliance with the terms of the foreclosure prevention alternative.

I certify and represent that this mortgage servicer's instruction and certification is accurate, complete and based upon my review of competent and reliable evidence, including the mortgage servicer's business records.

CHAMPION MORTGAGE COMPANY
Mortgage Servicer


By: Eddy Trejo
Title: Due and Payable Manager

Dated: February 3, 2016

NVTICERT13

Ref# 763170

**DECLARATION OF MORTGAGE SERVICER
(NRS § 107 (SB 321/HOBR Sec. 11(6)))**

Borrower(s): CAROL BURKS
Mortgage Servicer: CHAMPION MORTGAGE COMPANY
Property Address: 408 ANTIQUE BAY ST
LAS VEGAS, NV 89145
T.S. No.:

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

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and explore options for the borrower to avoid foreclosure as required by NRS § 107 (SB 321/HOBR Sec. 11(2)). Thirty (30) days, or more, have passed since the initial contact was made.
2. The mortgage servicer has tried with due diligence to contact the borrower as required by NRS § 107 (SB 321/HOBR Sec. 11(5)), but has not made contact despite such due diligence. Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
3. No contact was required because:
 - a. The mortgage servicer is exempt from the Nevada pre-foreclosure due diligence requirements set forth in NRS § 107 (SB 321/HOBR Sec. 11) pursuant to NRS § 107 (SB 321/HOBR Sec. 7.5).
 - b. The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the individual(s) identified above do/does not meet the definition of a "borrower" set forth in NRS § 107 (SB 321/HOBR Sec. 3)
 - c. The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the loan underlying the security interest that is the subject of this foreclosure is not a "residential mortgage loan" (as defined in NRS § 107 (SB 321/HOBR Sec. 7), OR, if the loan is a "residential mortgage loan", it is NOT the **most senior** "residential mortgage loan" encumbering the above-referenced property.
 - d. The requirements of NRS § 107 (SB 321/HOBR Sec. 11) do not apply as the default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.
4. In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded as all pre-foreclosures notices required by N.R.S. § 107.080(2)(c)(3) and, if applicable, N.R.S. § 107 (SB 321/HOBR Sec. 10(1)) were timely sent per statute.

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.

CHAMPION MORTGAGE COMPANY
Mortgage Servicer

Dated: 02/03/16

By: _____
Name: Eddy Trejo
Title: Due and Payable Manager

NVTIDEC13

Ref# 763170

NEVADA DECLARATION OF AUTHORITY
(NRS § 107.080)

The beneficiary under the Deed of Trust, the successor beneficiary or the Trustee has actual or constructive possession of the Note secured by the Deed of Trust or is entitled to enforce the obligation or debt secured by the Deed of Trust. 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.

The Trustee may be reached at 972-386-5040 to obtain the most current amounts due and a recitation of the information contained herein.

Based on either the direct, personal knowledge of the Affiant; the personal knowledge which the affiant acquired by 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; information contained in the records of the recorder of the county in which the property is located; or the Title Guaranty or title insurance issued by a title insurer or title agent authorized to do business in this state pursuant to chapter 292A of NRS:

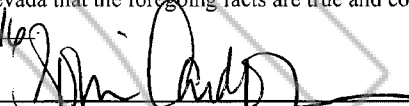
The date, recordation number or other unique designation and the name of each assignee, under each recorded Assignment of the Deed of Trust are as follows:

Recorded Assignment(s): Nations Home Funding to World Alliance Financial Corp Instrument Number: 726342
Recorded: 07/08/2008

Recorded Assignment(s): World Alliance Financial Corp. to Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Bank of America, N.A., its successors and assigns Instrument Number: 0762837
Recorded: 04/30/2010

Recorded Assignment(s): Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Bank of America, N.A., its successors and assigns to Nationstar Mortgage LLC d/b/a Champion Mortgage Company
Instrument Number: 2016-876390 Recorded: 02/08/2016

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing facts are true and correct and that this Declaration was executed on February 17, 2016


[DECLARANT SIGNATURE]

Sonia Cardona - Assistant Secretary
[DECLARANT PRINTED NAME]

STATE OF Texas }
COUNTY OF Dallas } §

On this 17th day of February, 2016, personally appeared before me, a Notary Public, in and for said County and State, Sonia Cardona known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.


NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

