

DOUGLAS COUNTY, NV

2016-877297

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02/25/2016 03:54 PM

FIRST AMERICAN MORTGAGE SOLUTIONS - TSG

KAREN ELLISON, RECORDER

APN(s): 1318-23-210-028

Recording requested by:

**First American Mortgage Solutions**

When recorded mail to:

Quality Loan Service Corporation

411 Ivy Street

San Diego, CA 92101

619-645-7711

TS No.: NV-16-698881-JB

Space above this line for recorders use only

Order No.: 8611489

Property Address: 212 CLUBHOUSE CIRCLE, ZEPHYR COVE, NV 89448

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 **7/20/2009**, executed by **ROBERTO ROSS CASTRO, AN UNMARRIED MAN**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION**, as beneficiary, recorded **7/30/2009**, as Instrument No. **748015, Book 709, Page 7315**, 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 **\$180,700.00**, 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 9/1/2015, 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-16-698881-JB  
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:**

**GUILD MORTGAGE COMPANY**  
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:**

**Guild Mortgage Company**  
**Contact: Ines Palomera**  
**Department: Loss Mitigation Department**  
**Phone: (858)-627-3620**

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.nslaw.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.

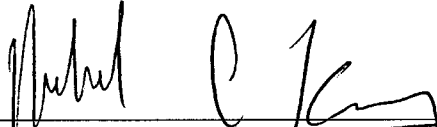
As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

**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-16-698881-JB  
Notice of Default

Dated: 2/24/2016

Quality Loan Service Corporation, as Trustee

  
By: Rachel C. Kenny, 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

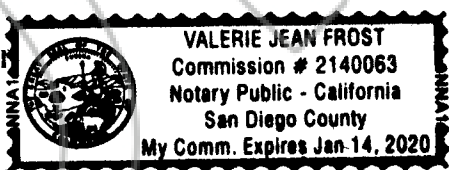
**Valerie Jean Frost**

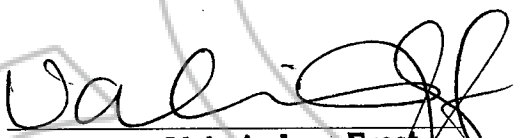
On **FEB 24 2016** before me, \_\_\_\_\_ a notary public, personally appeared Rachel Kenny, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 **Valerie Jean Frost**

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

Borrower(s): ROBERTO ROSS CASTRO

Property Address: 212 CLUBHOUSE CIRCLE, ZEPHYR COVE NV 89448

Trustee Sale Number:

Loan Number: 800-1000429

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

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.

1. [ ] The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on \_\_\_\_\_, 201\_\_\_\_; *or*
2. [  ] 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 10/28/15, 201\_\_\_\_; *or*
3. The requirements of SB 321 (2013) Sec. 11 do not apply, because:
  - 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.
  - b. [ ] The individual(s) do not meet the definition of a "borrower" as set forth in SB 321 (2013) Sec. 3.
  - c. [ ] 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).
  - d. [ ] The mortgage servicer is a signatory to a consent judgment filed in the United

States District Court for the District of Columbia, case number 1:12-cv-00361 RMC, as set forth in SB 321 (2013) Sec. 16, and is in compliance with the relevant terms of the Settlement Term Sheet of that consent judgment with respect to the borrower(s) while the consent judgment is in effect.

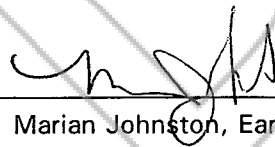
In light of the foregoing, the mortgage servicer authorizes the trustee to submit the attached Notice of Default to be recorded, and to exercise the power of sale, as all pre-foreclosures notices required by NRS 107.080(2)(c)(3) and SB 321 (2013) Sec. 10(1) were timely sent per statute and (if applicable and the mortgage servicer is not otherwise exempt from said requirements) 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.

Trustee Sale Number:

Page 2

Guild Mortgage Company

Dated: 12/23/15



Marian Johnston, Early Default Manager, VP

Last Paid Installment: 08/01/15

1<sup>st</sup> Workout letter name and date mailed: Conventional Delq Letter 10/06/15

Right Party Contact Date: N/A

2<sup>nd</sup> Workout letter name and date mailed: Conventional Delq Letter 10/28/15

NOD cannot record before: 11/27/15

# AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Borrower(s):  
ROBERTO ROSS CASTRO

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

Property Address:  
212 CLUBHOUSE CIRCLE  
ZEPHYR COVE, NV 89448

Deed of Trust Document:  
Instrument No. 748015, Book 709, Page  
7315

STATE OF CALIFORNIA )

) ss:

COUNTY OF SAN DIEGO )

The affiant, Patti Moore, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of Guild Mortgage Company. I am duly authorized to make this Affidavit for Guild Mortgage Company in its capacity as the current beneficiary of the subject Deed of Trust ("Beneficiary") or the servicer for the current Beneficiary of the Deed of Trust.
2. I have the personal knowledge required to execute this Affidavit, as set forth in NRS 107.080(2)(c) and can confirm the accuracy of the information set forth herein. If sworn as a witness, I could competently testify to the facts contained herein.
3. In the regular and ordinary course of business, it is Guild Mortgage Company's practice to make, collect, and maintain business records and documents related to any loan it originates, funds, purchases and/or services, including the Subject Loan (collectively, "Business Records"). I have continuing access to the Business Records for the Subject Loan, and I am familiar with the Business Records and I have personally reviewed the business records relied upon to compile this Affidavit.

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

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

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION	Guild Mortgage Company 5898 Copley Drive 4th Floor San Diego, CA 92111

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

<b>Full Name</b>	<b>Street, City, State, Zip</b>
GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION	Guild Mortgage Company 5898 Copley Drive 4th Floor San Diego, CA 92111

7. The full name and business address of the current servicer of the obligation or debt secured by the Deed of Trust is:

<b>Full Name</b>	<b>Street, City, State, Zip</b>
Guild Mortgage Company	Guild Mortgage Company 5898 Copley Drive 4th Floor San Diego, CA 92111

8. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has: (I) actual or constructive possession of the note secured by the Deed of Trust; and/or (II) is entitled to enforce the obligation or debt secured by the Deed of Trust. If the latter is applicable and the obligation or debt is an "instrument," as defined in NRS § 104.3103(2), the Beneficiary, successor-in-interest to the Beneficiary, or trustee entitled to enforce the obligation or debt is either: (1) the holder of the instrument constituting the obligation or debt;

APN: 1318-23-210-028

File No.: NV-16-698881-JB

(2) a nonholder in possession of the instrument who has the rights of the holder; or (3) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued NRS § 104.3309.

9. 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 of the obligation or debt secured by the Deed of Trust a written statement containing the following information (I) 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 underlying obligation or debt, as of the date of the statement; (II) The amount in default; (III) the principal amount of the obligation or debt secured by the Deed of Trust; (IV) the amount of accrued interest and late charges; (V) a good faith estimate of all fees imposed in connection with the exercise of the power of sale; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where 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.

10. The borrower or obligor may utilize the following toll-free or local telephone number to inquire about the default, obtain the most current amounts due, receive a recitation of the information contained in this Affidavit, and/or explore loss mitigation alternatives: 1-800-365-4884.

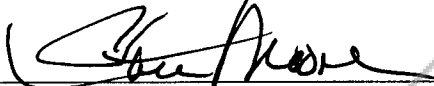
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11. Pursuant to my personal review of the business records of the Beneficiary, the successor in interest of the Beneficiary, and/or the business records of the servicer of the obligation or debt secured by the Deed of Trust; and/or the records of the county recorder where the subject real property is located; and or the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignee of each recorded assignment of the subject Deed of Trust:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
1/11/2016	2016-875135	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION	GUILD MORTGAGE COMPANY

Signed By:  Dated: FEB 18 2016  
 Print Name: Patti Moore

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.

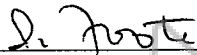
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California  
 County of San Diego

On FEB 18 2016 before me, I. Foote, Notary Public, personally appeared Patti Moore, who 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.

*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.

Signature  (Seal)  
 I. Foote

