

APN: 1318-23-311-019

**WHEN RECORDED MAIL TO:**

Clear Recon Corp.

4375 Jutland Drive, Suite 200

San Diego, CA 92177-0935

TS No.: P1326142-NV

The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE  
SELL OF REAL PROPERTY UNDER DEED OF TRUST**

**NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP.** is the duly appointed Trustee under a Deed of Trust dated 10/7/2005, executed by **GARY C HOFFMAN AND GLORIMARIE HOFFMAN HUSBAND AND WIFE AS JOINT TENANTS**, as trustor in favor of the beneficiary thereunder, recorded 10/12/2005, as Instrument No. 0657637, in Book 1005, Page 5482, and re-recorded on 12/13/2011 as Instrument No. 794076, in Book 1211, page 2538,, of Official Records in the office of the County recorder of Douglas, County, Nevada securing, among other obligations.

One Note for the Original sum of \$448,000.00, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by the undersigned; that a breach of and default in the obligations for which such Deed of Trust is security has occurred or that payment has not been made of:

Installment of Principal and Interest plus impounds and/or advances which became due on 2/1/2011 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

That by reason thereof, **DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS1**, the present Beneficiary under such deed of Trust has executed and delivered to said 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.

**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. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustor's successor in interest, the right of reinstatement will terminate and the property may thereafter be sold. The Trustor may have the right to bring a

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court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

Property Address as identified in the Deed of Trust is: **74 ECHO CT, #A  
STATELINE, NV 89449**

HUD Approved local counseling agency: Housing for Nevada  
1 (702) 270-0300

**To determine if reinstatement is possible and the amount, if any, to cure the default, contact:**

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS1 c/o  
PNC Mortgage, a division of PNC Bank, National Association  
3232 Newmark Drive  
Miamisburg, OH 45342  
Phone: (800) 367-9305

Loan Modification contact information: DEUTSCHE BANK TRUST COMPANY AMERICAS  
AS TRUSTEE RALI 2006-QS1 c/o PNC Mortgage, a division of PNC Bank, National  
Association, Loss Mitigation Dept. (800) 367-9305

For Foreclosure status, contact:

Clear Recon Corp.  
4375 Jutland Drive Suite 200  
San Diego, California 92117  
Phone: 858-750-7600

Dated: 03/18/2016

**CLEAR RECON CORP.**

By: [Signature]  
Clariben Huntington, Authorized Signatory for Trustee

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}ss.

On MAR 18 2016 before me Silver De Vera Notary Public, personally appeared Clariben Huntington 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.  
Signature [Signature] (Seal)  
**Silver De Vera**



AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF BREACH AND  
ELECTION TO SELL  
[NRS § 107.080]

STATE OF OHIO )  
 ) ss:  
COUNTY OF MONTGOMERY )

I, Gaynelle Bronson, am the Authorized Signer of PNC BANK, N.A., ("PNC Bank"). PNC BANK, N.A. is the current beneficiary of the subject deed of trust recorded as Document Number 0657637 in the Douglas Recorder's Office ("Deed of Trust"), securing repayment of a note ("Note") (collectively the Note and Deed of Trust make up the "Loan") or the servicer of the Loan for the current beneficiary. The persons(s) identified in the Deed of Trust is/are, GARY C HOFFMAN AND GLORIMARIE HOFFMAN HUSBAND AND WIFE AS JOINT TENANTS. The Deed of Trust encumbers the real property located at 74 ECHO CT, #A, STATELINE, NV 89449. This Affidavit is provided in support of the attached Notice of Breach and Election to Sell.

PNC Bank, N.A. is the servicer of the Loan. The following facts are, except where otherwise indicated, true of my own personal knowledge, which I acquired through a review of business records kept in the regular course of PNC Bank, N.A.'s business records.

1. I have personal knowledge of PNC Bank, N.A.'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 PNC Bank, N.A. in the course of regularly-conducted business activity; and it is the regular practice of PNC Bank, N.A. to make such records. I have reviewed certain business records of PNC Bank, N.A. concerning the Loan, Note and Deed of Trust, all as reflected by the records maintained by PNC Bank, N.A. as they have been kept by PNC Bank, N.A. in the course of PNC Bank, N.A.'s regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records, which meet the standards set forth in NRS 51.135.

2(a). The full name and business address of the current trustee or the current trustee's representative or assignee for the deed of trust is CLEAR RECON CORP., which is located at 4375 Jutland Drive, Suite 200, San Diego, CA, 92117.

2(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is Deutsche Bank Trust Company Americas As Trustee RALI 2006-QS1 c/o PNC Bank, National Association at 3232 Newmark Drive , Miamisburg, OH 45342.

2(c). The full name and business address of the current beneficiary of record for the obligation or debt secured by the Deed of Trust is Deutsche Bank Trust Company Americas As Trustee RALI 2006-QS1 c/o PNC Bank, National Association at 3232 Newmark Drive , Miamisburg, OH 45342.

2(d). The full name and business address of the current servicer for the Loan is PNC Bank, National Association, which is located at 3232 Newmark Drive , Miamisburg, OH 45342

3. PNC Bank, N.A. is in either actual or constructive possession of the Note secured by the Deed of Trust.

4. PNC Bank, N.A. has instructed the trustee to exercise the power of sale with respect to the property.

5. PNC Bank, N.A. or the trustee has sent the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement of:

5(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;

5(b). The amount in default;

5(c). The principal amount of the obligation or debt secured by the Deed of Trust;

5(d). The amount of accrued interest and late charges;

5(e). A good faith estimate of all fees imposed in connection with the power of sale; and

5(f). Contact information for obtaining the most current amounts due and a 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.

6. Based on my review of PNC Bank, N.A.'s business records as described in paragraph 1, the original beneficiary of the Deed of Trust was ACCUBANC MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA. Based on my review of PNC Bank N.A.'s business records as described in paragraph 1, the Deed of Trust was subsequently assigned as follows: Assigned from: ACCUBANC MORTGAGE, A DIVISION OF NATIONAL CITY BANK OF INDIANA Assigned to: NATIONAL CITY MORTGAGE CO, A SUBSIDIARY OF NATIONAL CITY BANK OF INDIANA Assigned on date: 9/25/2006 as Instrument Number 0685103 in the county of DOUGLAS; Assigned from: NATIONAL CITY MORTGAGE CO., A SUBSIDIARY OF NATIONAL CITY BANK OF INDIANA Assigned to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ITS SUCCESSORS AND ASSIGNS Assigned on date: 9/25/2006 as Instrument Number 0685104 in the county of DOUGLAS; Assigned from: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR ACCUBANC MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA Assigned to: DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS1 Assigned on date: 2/10/2012 as Instrument Number 0797125 in the county of DOUGLAS.

7. The obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at 800-367-9305.

8. Following is the true and correct signature of the affiant.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on March 14, '16.

This the 14 day of March, 2016

By:

Gaynelle Bronson  
Signature

Printed Name:

Gaynelle Bronson

Title:

Authorized Signer

PNC Bank , National Association

State of: Ohio

County of : Montgomery

Subscribed and sworn to before me this this 14<sup>th</sup> day of March, 2016 .

Janice M. Grill  
Notary Public

My commission expires, April 5, 2017



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

Borrower(s): **GARY C HOFFMAN AND GLORIMARIE HOFFMAN**  
Mortgage Servicer: **PNC Bank, National Association**  
Property Address: **74 ECHO CT, #A, STATELINE NV 89449**  
Trustee Sale No.: **P1326142-NV**

The undersigned, an Authorized Signer of PNC Bank, National Association ( PNC ), based on my review of PNC s business records, declares as follows.

PNC contacted the borrower by telephone or in-person on the following date:  
March 5, 2014

During PNC s contact with the borrower(s) on the listed date, PNC did all of the following: (1) advised the borrower that he or she has the right to request a subsequent meeting that, if requested, must be scheduled within 14 calendar days after the request, (2) assessed the borrower s financial situation and explored modification options, and (3) provided the toll free number made available by the United States Department of Housing and Urban Development for purposes of requesting a certified housing counselor.

At least thirty days have passed since March 5, 2014. [earliest date of contact with borrower listed on line above].

- PNC has tried with due diligence to contact the borrower(s), but did not make contact with the borrower(s).

PNC's due diligence included PNC sending a letter to the borrower(s) by first-class mail on \_\_\_\_\_.

PNC also sent a letter to the borrower by certified mail, return receipt requested, on \_\_\_\_\_.

Both the first-class mail and certified mail letters included a statement to the borrower of his or her right to discuss foreclosure prevention alternatives and provided the toll free number made available by the United States Department of Housing and Urban Development for purposes of requesting a certified housing counselor.

At least thirty (30) calendar days have passed since \_\_\_\_\_.  
[insert date certified mail letter was sent].

Subsequent to mailing the first-class letter described in the preceding paragraph, PNC attempted to contact the borrower(s) by telephone by calling all telephone numbers the borrower(s) gave PNC consent to call on the following dates and times: [Here, list at least three telephone call attempts, each on different dates, and at different hours of the day. Each call attempt listed must have been made after the first class mail letter, with the last call listed occurring at least 14 days prior to the sending of the certified mailing described above.]

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Subsequent to mailing the first-class letter, PNC attempted to contact the borrower(s) by telephone by calling all telephone numbers the borrower(s) gave PNC consent to call, but the number(s) did not connect because the line(s) were disconnected.



- The financial institution on whose behalf the foreclosure is being brought, reports to PNC that it is an institution regulated by the State of Nevada that foreclosed on 100 or fewer real properties which constitute owner-occupied housing as defined in NRS § 107.086 during the institution's immediately preceding annual reporting period.
- The loan was not made for personal, family, or household residential purposes.
- Borrower(s) surrendered the property and confirmed his/her surrender in writing and/or delivered the keys to the property to PNC, the Trustee, or their agents authorized to receive such documentation and/or keys.

In light of the foregoing, as indicated by the checked boxes, PNC, the mortgage servicer of the loan, authorizes the trustee to submit a Notice of Default.

I declare under penalty of perjury under the law of the State of Nevada that the foregoing is true and correct.

**PNC Bank, National Association**

Dated: April 17, 2014

By: Barbara Wacker

Name (Print): Barbara Wacker

Title (Print): Authorized Signer