

DOUGLAS COUNTY, NV

2016-881441

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05/31/2016 11:09 AM

FIRST AMERICAN NATIONAL DEFAULT NV

KAREN ELLISON, RECORDER

APN 1121-05-515-018

RECORDING REQUESTED BY:

First American Title Company

WHEN RECORDED MAIL TO:

TRUSTEE CORPS
3571 Red Rock St., Ste B
Las Vegas, NV 89103

TS No. NV05000009-16-1

TO No. 8615090

Commonly known as: 39 CONNER WAY, GARDNERVILLE, NV 89410

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

NOTICE IS HEREBY GIVEN THAT: **MTC Financial Inc. dba Trustee Corps** is either the original Trustee, the duly appointed substituted Trustee, or acting as agent for the Trustee or Beneficiary under a Deed of Trust dated as of January 15, 2013, executed by DONALD R BATES, A MARRIED PERSON, as Trustor, to secure obligations in favor of WELLS FARGO BANK, N.A. as original Beneficiary, recorded January 23, 2013 as Instrument No. 816849 in Book 113, on Page 6505 of official records in the Office of the County Recorder of Douglas County, Nevada; and that

The Deed of Trust secures the payment of and the performance of certain obligations, including, but not limited to, the obligations set forth in that certain Promissory Note with a face amount of \$206,620.00 (together with any modifications thereto the "Note"); and that

A breach of, and default in, the obligations for which said Deed of Trust is security has occurred in that the Trustor has failed to perform obligations pursuant to or under the Note and/or Deed of Trust, specifically: failed to pay payments which became due September 1, 2015 AND ALL SUBSEQUENT INSTALLMENTS, ALONG WITH LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES. PLUS ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND RELATED LOAN DOCUMENTS.

That by reason thereof 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 the statutory period set forth in Section NRS 107.080, the right of reinstatement will terminate and the property may thereafter be sold. 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.

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

Wells Fargo Bank, N.A.
c/o TRUSTEE CORPS
TS No: NV05000009-16-1
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: May 27, 2016

MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee

Rafael Bruno
By: Rafael Bruno, Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on May 27,
2016, by RAFAEL BRUNO.

Christina Fourke
Notary Public Signature
Christina Fourke
Printed Name



My Commission Expires: 5/3/17

Trustee Corps may be acting as a debt collector attempting to collect a debt.
Any information obtained may be used for that purpose.

To the extent your original obligation was discharged, or is subject to an automatic stay of
bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or
informational purposes only and does not constitute an attempt to collect a debt or to impose
personal liability for such obligation. However, a secured party retains rights under its security
instrument, including the right to foreclose its lien.

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
Wells Fargo Bank, N.A.	3476 Stateview Blvd. Fort Mill, SC 29715

7. Beneficiary, directly or through an agent, has possession of the Promissory Note.

8. Upon information and belief, the beneficiary, the trustee, the servicer of the obligation or debt secured by the Deed of Trust and/or an attorney representing the beneficiary, the trustee, or the servicer of the obligation or debt secured by the Deed of Trust, 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 (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.

9. The borrower or obligor may utilize the following toll-free telephone number to inquire about the most current amounts due and receive a recitation of the information contained in this Affidavit: 1-866-605-0829.

10. Pursuant to my review of the relevant business records 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) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
N/A	N/A	N/A	N/A

AFFIANT STATES NOTHING MORE.

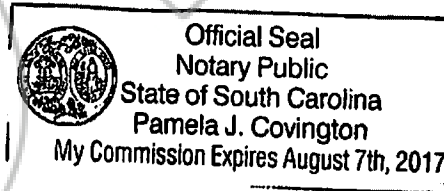
Merci Rice Lewis

Merci Rice Lewis – Vice President Loan Documentation
 Wells Fargo Bank, NA
 05/20/16

State of South Carolina
 County of York

Sworn/affirmed to and subscribed before me on this 20th day of May, 2016.
 Personally known [] or produced identification [x].
 Type of identification produced – driver’s license.

Pamela J. Covington
 My commission expires: 08/07/2017



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

Borrower(s): DONALD R BATES

Property Address: 39 CONNER WAY
GARDNERVILLE NV 89410

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 to explore options for the borrower to avoid foreclosure as required by SB 321 (2013) Sec. 11(2).
2. The mortgage servicer has tried with due diligence to contact the borrower as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence.
3. The requirements of SB 321 (2013) Sec. 11 does 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. Pursuant to SB 321 (2013) Sec. 7 because the property is not "owner-occupied" real property (as defined in N.R.S. § 107.086).
 - e. The default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.

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.

Wells Fargo Bank, N.A.

By: Cristian Gomez
Name: Cristian Gomez
Title: VF Loan Documentation
Date: 1/7/2016