DOUGLAS COUNTY, NV

2016-882282

Rec:\$20.00

\$20.00

06/10/2016 01:56 PM

FIRST CENTENNIAL - RENO

KAREN ELLISON, RECORDER

Pgs=7

APN: 1320-08-002-007

WHEN RECORDED MAIL TO:

Integrated Lender Services, A Delaware Corporation 2411 West La Palma Avenue, Suite 350 - Bldg. 1 Anaheim, California 92801

TS No.: 2016-04095 Title Order Number: APN: 1320-08-002-007

The undersigned hereby affirms that there is no Social Security number contained in this document.

IMPORTANT NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST

(Lease hold Interest)

NOTICE IS HEREBY GIVEN THAT: INTEGRATED LENDER SERVICES INC., A DELAWARE CORPORATION is the duly appointed Substituted Trustee under a Deed of Trust dated 11/4/2005, executed by MINDEN AIR CORP., A NEVADA CORPORATION, as trustor in favor of GRETCHEN H. DERMODY, AN UNMARRIED WOMAN AS TO AN UNDIVIDED 50% (\$80,000.00) INTEREST AND COROLYNN VOGT, AN UMARRIED WOMAN AS TO AN UNDIVIDED 50% (\$80,000.00) INTEREST, recorded 11/8/2005, under document no. 0660266, in book 1105, page 4018, The subject Deed of Trust was modified by Loan Modification recorded as Document No. 731360 and recorded on 10/13/2008. Said loan Modification was re-recorded as Document No 736036 and recorded on 01/20/2009. The subject Deed of Trust was then modified again by Loan Modification recorded as Document No. 762678 and recorded on 04/27/2010 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 \$160,000.00, 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:

The balance of principal and interest which became due on 4/8/2011, plus subsequent interest and late charges and foreclosure fee and costs.

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.

T.S. No.: 2016-04095 APN: 1320-08-002-007

A PARCEL OF LAND LOCATED WITHIN THE EAST ½ OF SECTION 8, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. &M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AIRPORT CONTROL MONUMENT #2 AS SHOWN ON THE AMENDED RECORD OF SURVEY #14 FOR DOUGLAS COUNTY, AS RECORDED APRIL 4, 1988, IN BOOK 488, PAGE 239, AS DOCUMENT NO. 175533; THENCE NORTH 9° 52'50" EAST A DISTANCE OF 1,574.40 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 45°11'44" WEST A DISTANCE OF 757.95 FEET TO A 5/8" REBAR WITH A CAP STAMPED PLS 3090; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 70°09'38", AN ARC LENGTH OF 55.10 FEET TO A 5/8" REBAR WITH A CAP STAMPED PLS 3090; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 36 FEET, THROUGH A CENTRAL ANGLE OF 35°25'51", AN ARC LENGTH OF 22.26 FEET TO A 5/8" REBAR WITH A CAP STAMPED PLS 3090; THEN NORTH 00°01'15"WEST A DISTANCE OF 62.40 FEET TO A 5/8" REBAR WITH A CAP STAMPED PLS 3090, THENCE NORTH 89°58'45" EAST, A DISTANCE OF 542.26 FEET TO A 5/8" REBAR WITH A CAP STAMPED PLS 3090, THENCE NORTH 89°58'45" EAST, A DISTANCE OF 542.26 FEET TO A 5/8" REBAR WITH A CAP STAMPED PLS 3090, THENCE SOUTH 00°13'06" EAST, A DISTANCE OF 669.32 FEET TO A 5/8" REBAR WITH A CAP STAMPED PLS 3090 WHICH IS THE TRUE POINT OF BEGINNING.

NOTE (NRS 111.312): THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN LEASE BETWEEN DOUGLAS COUNTY AND MINDEN AIR CORP., RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 8, 1998, BOOK 1298, PAGE 2153, AS DOCUMENT NO. 456092, OF OFFICIAL RECORDS.

Property Address purported to be: 2103 HEYBORNE ROAD MINDEN, NV 89423



T.S. No.: 2016-04095 APN: 1320-08-002-007

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

The State of Nevada under Section NRS 107.080 has created a mediation program for homeowners whose primary residence is owner occupied and subject to foreclosure. The notice of right to mediation form is provided by the Supreme Court of Nevada. A copy of the form will be included with these documents if applicable and is also provided on the Nevada Supreme Court's website.

http://www.nevadajudiciary.us

And to determine if you are qualified for a loan modification, contact:

HUD Approved Counseling Agencies - Nevada

CONSUMER CREDIT P: 702-364-0344 2650 S. Jones Blvd COUNSELING SERVICE T: 800-451-4505 LAS VEGAS, Nevada 89146-5341 OF SOUTHERN NEVADA E: cccs@cccsnevada.org

W: www.cccsnevada.org

CONSUMER CREDIT P: 775-337-6363 Consumer Credit Affiliates COUNSELING SERVICE T: 800-451-4505 3100 Mill Street Ste. 111 OF SOUTHERN NEVADA F: 775-337-6679 Reno, Nevada 89502

> E: cccs@cccsnevada.org W: www.cccsnevada.org

Contact information for a person with authority to negotiate the loan modification on behalf of the foreclosing Lender:

EVERGREEN NOTE SERVICING 6121 Lakeside Drive, Suite 150 Reno, NV 89511 (775) 329-5806

T.S. No.: 2016-04095 APN: 1320-08-002-007

THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING WRITTEN NOTICE TO YOUR BENEFICIARY'S OFFICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE.

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

EVERGREEN NOTE SERVICING

c/o Integrated Lender Services, A Delaware Corporation

2411 West La Palma Avenue, Suite 350 - Bldg. 1

Anaheim, California 92801 Phone: (800) 232-8787 Dated: 06/03/2016

Integrated Lender Services Inc., A Delaware

Corporation

By:

Michael Reagan, Trustee Sale Officer

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 }ss County of Orange}

On _06/03/2016__ before me, Erika S. Riggio, Notary Public, personally appeared Michael Reagan 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.

ESQ.

Signature ____

(Seal)

ERIKA S. RIGGIO
Commission # 1989254
Notary Public - California

Los Angeles County
My Comm. Expires Aug 26, 2016

Erika S. Riggio

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:	Trustee Address:
MINDEN AIR CORP., A NEVADA	2411 West La Palma Avenue,
CORPORATION	Suite 350 - Bldg 1
	Anaheim, Ca 92801
Property Address:	Deed of Trust Document Instrument
2103 HEYBORNE ROAD	Number
MINDEN, NV 89423	11/8/2005 0660266
•	
TS #: 2016-04095	LOAN#: 17778
COUNTY OF) Washer	
COUNTY OF) Washer	SS:
The affiant Cord in Vont de	cetchent, Dennoc, whider the penalty of
perjury, based on direct, personal knowle	dge or the personal knowledge which the
	records of the beneficiary, the successor in
	of the obligation or debt secured by the deed of
trust, which business records must meet the	
trust, which outhiess recetal must meet a	No Statistical Section in 11100 511155.
I further attest based on personal kno	wledge, and under penalty of perjury, to the
following information, as required by NR	
The full name and business address of the c	urrent trustee or the current trustee's
representative or assignee is:	arrow a asset of the carrow a asset s
INTEGRATED LENDER SERVICES	2411 West La Palma Avenue, Suite 350 - Bldg 1
INC., A DELAWARE	Anaheim, Ca 92801
CORPORATION	indiani, ou soot
Cold Gigithory	
The full name and business address of the	current holder of the note secured by the Deed
of Trust is:	
EVERGREEN NOTE SERVICING	6121 Lakeside Drive, Suite 150
D (Ditorable (10 I D) Dit (10 I)	Reno, NV 89511
	1000,11, 0,011
The full name and business address of the is:	current beneficiary of record of the Deed of Trust
GRETCHEN H. DERMODY, AN	PO BOX 7118
UNMARRIED WOMAN AS TO AN	RENO, NV 89509
UNDIVIDED 50% (\$80,000.00)	NEHO, 14 V 07507
INTEREST AND COROLYNN VOGT,	ı
AN UMARRIED WOMAN AS TO AN	
UNDIVIDED 50% (\$80,000.00)	

1.

INTEREST

The full name and business address of the servicers of the obligation or debt secured by the Deed of Trust is:

EVERGREEN NOTE SERVICING 6121 Lakeside

6121 Lakeside Drive, Suite 150

Reno, NV 89511

2. That the beneficiary under the deed of trust, the successor in interest of the beneficiary, or the trustee of the Deed of Trust, is in actual or constructive possession of the note secured by the Deed of Trust; or that the beneficiary or its successor in interest or the trustee is entitled to enforce the obligation or debt secured by the deed of trust. For the purpose of this subparagraph, if the obligation or debt is an instrument, as defined in subsection 2 or NRS 104.3103, a beneficiary or its successor in interest or the trustee is entitled to enforce the instrument if the beneficiary or its successor in interest or the trustee is:

1) The holder of the instrument;

- A non-holder in possession of the instrument who has the rights of a holder; or
- 3) A person not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under NRS 104.3309
- 3. That the beneficiary or its successor in interest, the servicer of the obligation or debt secured by the deed of trust or the trustee, or an attorney representing any of those persons, has sent to the obligor or borrower of the obligation or debt secured by the deed of trust a written statement of:
 - 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 terms and conditions of the underlying obligation or debt existing before the deficiency in performance or payment, as of the date of the statement \$165,190.36.
 - II) The amount in default \$ 165,190.36
 - III) The principal amount of the obligation or debt secured by the Deed of Trust is \$159,612.77
 - IV) The amount of accrued interest and late charges \$5,422.59.
 - V) A good faith estimate of all fees imposed in connection with the exercise of the power of sale is \$5,000.00.
 - VI) Contact information for obtaining the most current amounts due and the local or toll-free 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. Contact; EVERGREEN NOTE SERVICING 6121 Lakeside Drive, Suite 150 Reno, NV 89511
 - VII) local/toll-free phone number; (775) 329-5806
 - 4. The date and the recordation number or the other unique designation of and the name of each assignee under each recorded assignment of the deed of trust. The information required to be stated in the affidavit pursuant to this subparagraph may be based on:
 - 1) The direct personal knowledge of the affiant:

- 2) 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, which business records must meet the standards set forth in NRS 51.135:
- Information contained in the records of the recorder of the county in which the property is located: or
- 4) The title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this state pursuant to chapter 692A of NRS

Name of Document Conveying Date Assignee name **Document Instrument** Number Interest of Beneficiary

(List information regarding prior instruments in the same format)

None of record

Dated:

Signed By:

7. 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.

Affiant Name (Print Name); GRETCHEN H. DERMODY & COROLYNN VOGT,

Signed By:

State of County of

Subscribed and sworn to (or affirmed) before me on this 25 day of 17on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature

KATHRYN FRITTER Notary Public - State of Nevada

Appointment Recorded in Washoe County No: 96-4206-2 - Expires June 16, 2016