

DOUGLAS COUNTY, NV

2016-886396

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08/22/2016 08:47 AM

FIRST AMERICAN NATIONAL DEFAULT NV

KAREN ELLISON, RECORDER

APN 1121-05-510-001

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. NV08000609-15-1

TO No. 8568591

Commonly known as: 118 WALKER STREET, 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 July 1, 2003, executed by **ROBERT W. ELLIOTT AND PATRICE L. ELLIOTT**, as Trustor, to secure obligations in favor of **BANK OF AMERICA, N.A.** as original Beneficiary, recorded July 10, 2003 as Instrument No. 0582919 in Book 0703, on Page 04466 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 \$120,000.00 (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, 2014 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:

Wilmington Savings Fund Society, FSB, Doing Business As Christiana Trust, not in its individual capacity, but solely as Trustee for BCAT 2015-14BTT
c/o TRUSTEE CORPS
TS No: NV08000609-15-1
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: August 19, 2016

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

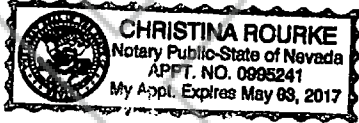
Rafael Bruno
By: Rafael Bruno, Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on August 19,
2016, by RAFAEL BRUNO.

Christina Rourke
Notary Public Signature

Christina Rourke
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.

**AFFIDAVIT OF AUTHORITY TO EXERCISE THE
POWER OF SALE**

Property Owners:

PATRICE L ELLIOTT
ROBERT W ELLIOTT

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

118 WALKER STREET
GARDNERVILLE, NV 89410

Deed of Trust Document:

0582919 Book 0703 Page 04466

Affiant, Haley Pope, being first duly sworn upon oath, and under penalty of perjury, attests that the following information is based on the direct, personal knowledge or the personal knowledge which 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:

- 1) The full name and business address of the current Trustee or the current Trustee's personal representative or assignee, the current holder of the Note secured by the Deed of Trust, the current Beneficiary of record and the current servicer of the obligation or debt secured by the Deed of Trust.

Current Trustee: MTC Financial Inc. dba Trustee Corps
Address: 17100 Gillette Ave, Irvine, CA 92614

Current holder of the Note: Wilmington Savings Fund Society, FSB, Doing Business As Christiana Trust, not in its individual capacity, but solely as Trustee for BCAT 2015-14BTT
Address: 9990 Richmond Avenue, Suite 400 South, Houston, TX 77042

Current Beneficiary: Wilmington Savings Fund Society, FSB, Doing Business As Christiana Trust, not in its individual capacity, but solely as Trustee for BCAT 2015-14BTT
Address: 9990 Richmond Avenue, Suite 400 South, Houston, TX 77042

Current servicer: SELENE FINANCE, LP
Address: 9990 Richmond Avenue, Suite 400 South, Houston, TX 77042

- 2) The Beneficiary under the Deed of Trust, the successor in interest of the Beneficiary or the Trustee 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.
- 3) 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:
 - (l) 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;

- (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; and
 - (VI) Contact information for obtaining the most current amounts due and the local or toll-free telephone number described in the paragraph below.
- 4) A local or 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 the Affidavit: (800) 201-1622.
- 5) The date and the recordation number or other unique designation of, and the name of each assignee under, each recorded assignment of the Deed of Trust:

Deed of Trust

BANK OF AMERICA, N.A.
 Recorded: July 10, 2003
 Instrument: 0582919 Book 0703 Page 04466

Recorded Assignment(s)

WILMINGTON SAVINGS FUND SOCIETY, FSB, DOING BUSINESS AS CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR BCAT 2015-14BTT
 Recorded: October 22, 2015
 Instrument: 2015-871623

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on August 9, 2016.

Haley Pope
 Signature
Haley Pope
 Name
Foreclosure Manager
 Title

State of Florida Duval
 County of _____

Haley Pope, an employee of SELENE FINANCE, LP, appeared before me, this 9 day of August, 2016, and after being duly sworn, executed this Affidavit on its behalf.

Alton Horton
 Notary Public



Alton Horton
 Commission # FF 152104
 Expires: AUG 18, 2018
 BONDED THRU
 1ST FLORIDA NOTARY, LLC

Borrower(s): ROBERT W ELLIOTT
PATRICE L ELLIOTT
Property Address: 118 WALKER STREET
GARDNERVILLE, NV 89410
T.S No: NV08000609-15-1

DECLARATION OF COMPLIANCE
(SB321 Section11)

The undersigned, as an authorized agent or employee of the mortgage servicer named below, hereby declares under the laws of the State of Nevada, that:

1. The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since "initial contact" was made pursuant to SB 321 Section 11(1)(b).
2. The mortgage servicer tried with due diligence to contact the borrower pursuant to SB 321 Section 11(5) in order to assess the borrower's financial situation and explore options for the borrower to avoid foreclosure. Thirty (30) days or more have passed since the due diligence requirements set forth in SB 321 Section 11(5) were satisfied.
3. No contact was required by the mortgage servicer because the individual did not meet the definition of "borrower" pursuant to SB 321 Section 3. The borrower is:
 - an individual who has surrendered the secured property as evidenced by either a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary, or authorized agent;
 - an individual who has filed a case under Chapter 7, 11, 12, or 13 of Title 11 of the United States Code and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure.
4. The requirements set forth in SB 321 Section 11 do not apply because the above-referenced loan is not a "residential mortgage loan" as defined by SB 321 Section 7. (A residential mortgage loan as defined by SB 321 Section 7 is a loan 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).

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

Date: 12/31/2015

SELENE FINANCE, LP

By: Aurelia N. Henry

Title: Default Asset Manager