

WHEN RECORDED MAIL TO:

Seaside Trustee Inc.

P.O. Box 752377

Las Vegas, NV 89136

APN: 1220-16-810-008

TS No.: 1607957NV

Loan No.: ***319

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

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

NOTICE IS HEREBY GIVEN THAT: Seaside Trustee Inc. is the duly appointed Trustee under a Deed of Trust dated 2/1/2005, executed by **SANDRA E. DICKEY, AN UNMARRIED WOMAN**, as trustor in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) SOLELY AS NOMINEE FOR FIRST MAGNUS FINANCIAL CORPORATION ITS SUCCESSORS AND ASSIGNS**, recorded 2/9/2005, under instrument no. **0636383**, in book **0205**, page **3383**, 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 **\$189,000.00**, 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 3/1/2016 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

Property Address: 1323 Muir Dr, Gardnerville, NV 89460

As of 9/15/2016, the total amount of deficiency is **\$5,176.09** and will increase until your account becomes current.

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 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.

T.S. No.: 1607957NV

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

The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-10CB, Mortgage Pass-Through Certificates, Series 2005-10CB
c/o Bayview Loan Servicing, LLC.
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, Fl. 33146
Phone: (800)457-5105

Dated:9/15/2016

Seaside Trustee Inc., trustee

By: *Elvia Bouche*
Elvia Bouche, Vice President

STATE OF NV
COUNTY OF Clark

On 9/15/2016 before me, Christian Tapia Personally appeared, Elvia Bouche 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 Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Christian Tapia
Christian Tapia, Notary Public



Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321

Mortgage Servicer: Bayview Loan Servicing, LLC

Borrower(s): SANDRA E DICKEY

Property Address: 1323 MUIR DRIVE GARDNERVILLE, NV 89460

Loan No.: 659319

T.S. No.: 1607957 NV

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

1. The mortgage servicer has contacted the borrower pursuant to Nevada Senate Bill 321 Section 11.2 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 initial contact was made.
2. "The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5) (a) and NRS 107.510(5) (c)-(e), but has not made contact despite such due diligence. The telephone contact requirements under NRS 107.510(5) (b) were not attempted pursuant to the borrower's previously submitted request for cease communication. The due diligence efforts were satisfied on _____, 20__."
3. Despite the exercise of due diligence pursuant to Nevada Senate Bill 321 Section 11.4, the Mortgage servicer has been unable to contact the borrower to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
4. - No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of NRS Chapter 107.
5. The requirements of Nevada Senate Bill 321 do not apply due to the qualifications set forth in NRS Chapter 107:
 - a. _____ The loan is not secured by a first mortgage deed of trust that secures a loan or that encumbers real property.
 - b. _____ The real property is not occupied by the borrower(s).
 - c. _____ The secured property is exempt from due diligence, the borrower is deceased.

The undersigned certifies 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.

Dated: 09/12/2016

Bayview Loan Servicing, LLC

By: Milena Betancourt
Milena Betancourt

State Declaration Processor Loss Mitigation - QA

AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

Property Owners:
SANDRA E. DICKEY

Property Address:
**1323 Muir Dr
Gardnerville, NV 89460
TS #: 1607957NV**

Trustee Address:
**P. O. Box 752377
Las Vegas, NV 89136**
Deed of Trust Document Instrument
Number
2/9/2005 0636383
LOAN#: *****319**

STATE OF PENNSYLVANIA)
) ss:
COUNTY OF MONTGOMERY)

The affiant, **Keli Smith**, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am an employee of ~~Bayview Loan Servicing, LLC~~ I am duly authorized to make this Affidavit for 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 ~~Bayview Loan Servicing, LLC~~'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.

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

Seaside Trustee, Inc.

P.O. Box 752377

Las Vegas, Nv. 89136

Full Name

Street, City, County, State, Zip

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

**The Bank of New York Mellon fka The
Bank of New York, as Trustee for the
Certificateholders of CWALT, Inc.,
Alternative Loan Trust 2005-10CB,
Mortgage Pass-Through Certificates,
Series 2005-10CB**

**101 Barclay St-4W
New York, NY 10286**

Full Name

Street, City, County, State, Zip

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

The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-10CB, Mortgage Pass-Through Certificates, Series 2005-10CB

**101 BARCLAY ST-4W
NEW YORK, NY 10286**

Full Name

Street, City, County, State, Zip

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

Bayview Loan Servicing, LLC

**4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, FL 33146**

Full Name

Street, City, County, State, Zip

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; (2) a non-holder 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: (800)457-5105.

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:

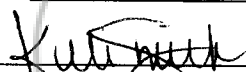
Recorded Date or Dated Date	Recording number.	Name of Assignee (From/To)
8/24/2011	Instrument # 788491, Book 811, Page 4433	FROM: First Magnus Financial Corporation/MERS TO: The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-10CB, Mortgage Pass-Through Certificates, Series 2005-10CB

12. 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 (800)457-5105.

Following is the true and correct signature of the affiant:

Dated this 18th day of July, 2016.

Affiant Name: Keli Smith Document Coordinator

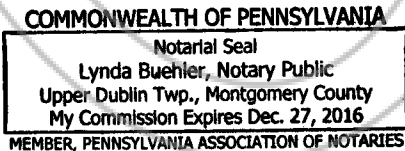
Signed By: 

Print Name: Keli Smith

STATE OF PENNSYLVANIA)

COUNTY OF MONTGOMERY) ss:

On this 18th day of July, 2016, personally appeared before me, a Notary Public, in and for said County and State, Keli Smith, known to me to be the persons described in and who executed the foregoing instrument in the capacity set forth therein, who acknowledged to me that he/she executed the same freely and voluntarily and for the uses and purposes therein mentioned.




 NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE **Lynda Buehler**