

DOUGLAS COUNTY, NV

2016-888920

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ORDM - TSG

KAREN ELLISON, RECORDER

APN: 1219-01-000-010

WHEN RECORDED MAIL TO:

Sables, LLC

c/o Zieve Brodnax & Steele

3753 Howard Hughes Parkway, Suite 200

Las Vegas, Nevada 89169

TS No. : 16-43671

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

IF YOUR PROPERTY IS IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR PAYMENTS, IT MAY BE SOLD WITHOUT ANY COURT ACTION, and you may have the legal right to bring your account in good standing by paying all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business day prior to the date set for the sale of your property pursuant to NRS 107.080. No sale date may be set until three months from the date this Notice of Default may be recorded (which date of recordation appears on this notice). This amount is \$342,429.42 as of 10/10/2016 and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: **SABLES, LLC**, a Nevada limited liability company is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated **10/26/2006**, executed by **KIRK C. BAXTER, AND, LORI RAE BAXTER, WIFE AND HUSBAND AS JOINT TENANTS**, as trustor to secure obligations in favor of **Mortgage Electronic Registration Systems, Inc.**, as nominee for **COUNTRYWIDE HOME LOANS, INC., its successors and assigns**, as Beneficiary, recorded **11/28/2006**, instrument no. **0689504** of Official Records in the office of the County recorder of **Douglas** County, **Nevada** securing, among other obligations including

One note(s) for the Original sum of **\$454,480.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; 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 monthly installment of principal and interest which became due on 12/1/2008, late charges, and all subsequent monthly installments of principal and interest.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

T.S. No.: 16-43671

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the 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. As to owner occupied property, where reinstatement is possible, the time to reinstate may be extended to 5 days prior to the date of sale pursuant to NRS 107.080. 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:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWMBS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2006-19,
MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-19

c/o New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing

c/o SABLES, LLC, a Nevada limited liability company

3753 Howard Hughes Parkway, Suite 200

Las Vegas, NV 89169

Beneficiary Phone: 800-365-7107

Trustee Phone: (702) 664-1774

To reach a person with authority to negotiate a loan modification on behalf of the lender:

Loss Mitigation / New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing

888-404-5175

Property Address: **1335 BERNING WAY, GARDNERVILLE, NV 89460-6223**

If you have any questions, you should contact a lawyer or the governmental agency that may have insured your loan. Notwithstanding the fact that your property is in foreclosure, you may offer your property for sale, provided the sale is concluded prior to the conclusion of the foreclosure.

REMEMBER, YOU MAY LOSE LEGAL RIGHTS IF YOU DO NOT TAKE PROMPT ACTION.

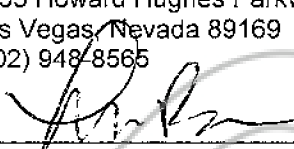
Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.

T.S. No.: 16-43671

You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

Dated: 10/10/2016

SABLES, LLC, a Nevada limited liability company, as Trustee
Sables, LLC
c/o Zieve Brodnax & Steele
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
(702) 948-8565



Michael Busby, Trustee Sale Officer

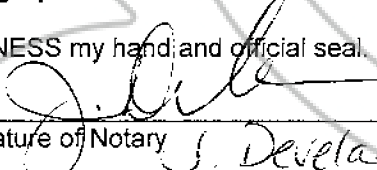
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of ORANGE

On 10/10/2016, before me, J. Develasco, personally appeared Michael Busby 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 of Notary *J. Develasco*

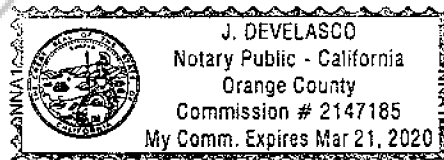


Exhibit "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

A portion of the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 12 North, Range 39 East, M.D.B.&M., Douglas County, State of Nevada, more particularly described as follows:

COMMENCING at the Northeast corner of said Section 1, proceed South 0°03' East, 1,415.36 feet, along the Section line, to the TRUE POINT OF BEGINNING, which is the Northeast corner of the Parcel;

Continue thence South 0°03' East, 292.35 feet, along the Section line to the Southeast corner of the Parcel;

Thence South 89° 18' West, 745.00 feet, to the Southwest corner of the Parcel;

Thence North 0°03' West, 292.35 feet, to the Northwest corner of the Parcel;

Thence North 89°18' East, 745.00 feet to the TRUE POINT OF BEGINNING.

NOTE: The above metes and bounds description appeared previously in that certain document recorded October 2, 2001, in Book 1001, Page 667, as Instrument No. 524197.

T.S. No.: 16-43671
APN: 1219-01-000-010

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

Property Owners:
KIRK C. BAXTER, AND, LORI RAE
BAXTER, WIFE AND HUSBAND AS JOINT
TENANTS

Property Address:
1335 BERNING WAY
GARDNERVILLE, NV 89460-6223

Trustee Address:
Sables LLC,
3753 Howard Hughes Parkway, Suite 200,
Las Vegas, Nevada 89169
Deed of Trust Document Instrument Number
11/28/2006 0689504

The affiant, Emily Walker, being first duly sworn upon oath, based on personal knowledge which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the above-referenced deed of trust (hereinafter "Deed of Trust") in accordance with the standards set forth in Nevada Revised Statutes § 51.135, and under penalty of perjury, attests that I am an authorized representative of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust, which is described in the Notice of Default and Election to Sell to which this affidavit is attached.

I further attest, based on personal knowledge, and under penalty of perjury, to the following information, as required by NRS 107.080(2)(c):

1. The full name and business address of the current trustee or the current trustee's personal representative or assignee is:
SABLES, LLC, a Nevada limited liability company 3753 Howard Hughes Parkway, Suite 200,
Las Vegas, Nevada 89169
Full Name Street, City, County, State, Zip

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 101 BARCLAY STREET 4W
MELLON FKA THE BANK OF NEW NEW YORK, NY 10007
YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF

CWMBS, INC., CHL MORTGAGE
PASS-THROUGH TRUST 2006-19,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-19

Full Name

Street, City, County, State, Zip

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 CWMBS,
INC., CHL MORTGAGE PASS-
THROUGH TRUST 2006-19,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-19

Full Name

101 BARCLAY STREET 4W
NEW YORK, NY 10007

Street, City, County, State, Zip

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

New Penn Financial LLC d/b/a
Shellpoint Mortgage Servicing

Full Name

75 Beattie Place, Suite 300
Greenville, South Carolina 29601-
2743

Street, City, County, State, Zip

2. The beneficiary, its successor in interest, or the trustee of the Deed of Trust is: (a) in actual or constructive possession of the Note secured by the Deed of Trust; or (b) entitled to enforce the obligation or debt secured by the Deed of Trust because the beneficiary, its successor in interest, or the trustee is the holder of the instrument, a non-holder in possession of the instrument who has the rights of a holder, or a party not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under Nevada Revised Statutes § 104.3309.

3. The beneficiary, its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, the trustee, or an attorney representing any of those parties, has sent a written statement to the obligor or borrower of the obligation or debt secured by the Deed of Trust detailing:

- a. the amount of the payment required in order to cure 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 written statement;
- b. the amount in default;
- c. the principal amount of the obligation or debt secured by the Deed of Trust;
- d. the amount of accrued interest and late charges;

- e. a good faith estimate of all fees imposed in connection with the exercise of the power of sale;
- f. contact information for obtaining the most current amounts due and a local or toll-free telephone number that the obligor or borrower of the obligation or debt could call to receive the most current amounts due and a recitation of the information contained in this affidavit.

4. The 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 this affidavit is:

(866) 263-5802

Local or toll-free telephone number

5. The following information consists of the date, recordation number/other unique designation of, and the name of each assignee under each recorded assignment of the Deed of Trust, and is based on: (a) the direct personal knowledge of the affiant; (b) the personal knowledge which the affiant acquired by a review of the business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust in accordance with the standards set forth in Nevada Revised Statutes § 51.135; (c) information contained in the records of the recorder of the county in which the property is located; or (d) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada pursuant to chapter 692A of the Nevada Revised Statutes:

Recorded On Date:	9/17/2009
Instrument Number:	750783
Assign From:	Mortgage Electronic Registration Systems, Inc
Assign To:	THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWMBS, INC., CHL MORTGAGE PASS-THROUGH TRUST 2006-19, MORTGAGE PASS- THROUGH CERTIFICATES, SERIES 2006-19

6. The following is the true and correct signature of the affiant:

Dated this 21st day of July, 2016.

New Penn Financial llc d/b/a Shellpoint Mortgage
Servicing as servicer for THE BANK OF NEW YORK
MELLON FKA THE BANK OF NEW YORK AS
TRUSTEE FOR THE CERTIFICATEHOLDERS OF
CWMBS, INC., CHL MORTGAGE PASS-THROUGH
TRUST 2006-19, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-19

Signed by:

Emily Walker

Printed Name of Affiant:

Emily Walker Foreclosure Specialist

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 Texas

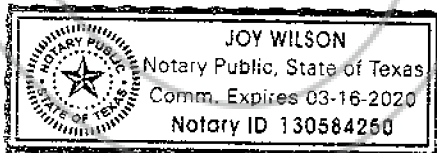
COUNTY of Harris

Before me, Joy Wilson, the undersigned officer, on this, the 21 day
(insert name of notary)

of July, 2016, personally appeared Emily Walke,
(insert name of signer)

known to me or, through production of _____ as identification, who identified her/himself to be the Foreclosure Specialist of New Penn Financial LLC DBA Shellpoint Mortgage Servicing, the person and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated.

(seal)



Joy Wilson

(Type or print name below signature)

Notary Public, State of Texas

My Commission Expires: 3-16-20

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

Borrower(s): KIRK C. BAXTER and LORI RAE BAXTER
 1335 BERNING WAY
Property Address: GARDNERVILLE, NV 89460-6223
Trustee Sale Number: 16-43671

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

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.

1. The mortgage servicer has contacted the borrower(s) to assess the borrower(s)' financial situation, provide the toll free number to enable the borrower(s) to find a housing counselor certified by HUD, and explore options for the borrower(s) to avoid foreclosure as required by SB 321 (2013) Sec. 11(2). Initial contact was made on July 22, 2013; *or*
2. The mortgage servicer has tried with due diligence to contact the borrower(s) as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence. The due diligence efforts were satisfied on _____, 201 ; *or*
3. 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 written cease communication request. The due diligence efforts were satisfied on _____, 201 ; *or*
4. The requirements of SB 321 (2013) Sec. 11 do 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. The mortgage servicer is a signatory to a consent judgment filed in the United States District Court for the District of Columbia, case number 1:12-cv-00361

Executed on August 31, 2016 at Houston, Texas

NEW PENN FINANCIAL LLC D/B/A SHELLPOINT
MORTGAGE COMPANY AS SERVICER FOR THE
BANK OF NEW YORK MELLON FKA THE BANK
OF NEW YORK AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWMBS, INC., CHL
MORTGAGE PASS-THROUGH TRUST 2006-19,
MORTGAGE PASS-THROUGH CERTIFICATES,
SERIES 2006-19

Dated: August 31, 2016

Gary Cowherd

Signature of Agent or Employee

Gary Cowherd, Loss Mitigation Specialist

Printed Name of Agent or Employee

COOPER