

DOUGLAS COUNTY, NV

2016-889493

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10/24/2016 08:39 AM

TRUSTEE CORPS / PACIFIC COAST TITLE

KAREN ELLISON, RECORDER

APN 1220-28-510-053

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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

TS No. NV09000363-14-3

TO No. 95309501-55

Commonly known as: 1367 RANCHO RD, GARDNERVILLE, NV 89460

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 June 23, 2005, executed by NEIL S BUGELY, MARRIED LAURIE D BUGELY, MARRIED, HUSBAND AND WIFE, as Trustor, to secure obligations in favor of JPMORGAN CHASE BANK, N.A. as original Beneficiary, recorded July 6, 2005 as Instrument No. 0648729 in Book 0705, on Page 1779 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 \$224,000.00 (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 November 1, 2008 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:

Bayview Loan Servicing, LLC
c/o TRUSTEE CORPS
TS No: NV09000363-14-3
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone No: 949-252-8300
TDD: 800-326-6868

Dated: October 21, 2016

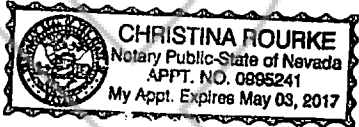
MTC Financial Inc. dba Trustee Corps, as Duly Appointed
Successor Trustee


By: Rafael Bruno, Authorized Signatory

State of NEVADA
County of CLARK

This instrument was acknowledged before me on October 21
2016, by RAFAEL BRUNO.


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:

LAURIE D BUGELY
NEIL S BUGELY

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

1367 RANCHO RD
GARDNERVILLE, NV 89460

Deed of Trust Document:

0648729 Book 0705 Page 1779

Affiant, Leticia Sanchez, 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: M&T Bank
Address: 1 Fountain Plaza, Buffalo, NY 14203

Current Beneficiary: Bayview Loan Servicing, LLC
Address: 4425 Ponce DeLeon Blvd, Mail Stop MS5/251, Coral Gables, FL 33146

Current Servicer: Bayview Loan Servicing, LLC
Address: 4425 Ponce DeLeon Blvd, Mail Stop MS5/251, Coral Gables, FL 33146

- 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:
 - (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;
 - (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: Bayview Loan Servicing, LLC, (866) 709-3400.
- 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

JPMORGAN CHASE BANK, N.A.
 Recorded: July 6, 2005
 Instrument: 0648729 Book 0705 Page 1779

Assignment(s)

Bayview Loan Servicing, LLC
 Recorded: September 15, 2014
 Instrument: 849409

I declare under penalty of perjury that the foregoing is true and correct and that this Affidavit was executed on March 21, 2016.

By Bayview Loan Servicing, LLC



 Signature

Leticia Sanchez

Name


Sr. Doc Coordinator

Title

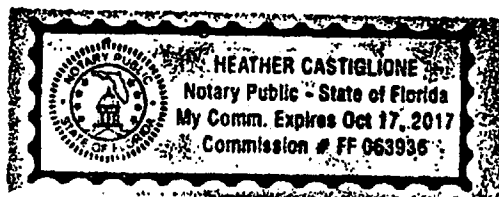
State of Florida
 County of Miami-Dade

Leticia Sanchez

, an employee of Bayview Loan Servicing, LLC,
 appeared before me, this 21 day of March, 2016, and after
 being duly sworn, executed this Affidavit on its behalf.


 _____ Heather Castiglione

TS No: NV09000363-14



APN: 1220-28-510-053

Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321

Mortgage Servicer: Bayview Loan Servicing, LLC
Borrower(s): NEIL BUGELY, LAURIE BUGELY
Property Address: 1367 RANCHO RD GARDNERVILLE, NV 89460
Loan No.: [REDACTED]
T.S. No.:

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.

Bayview Loan Servicing, LLC

Dated: 10/13/2016

By: Milena Betancourt

Milena Betancourt
State Declaration Processor Loss Mitigation - QA