

DOUGLAS COUNTY, NV **2016-889684**
Rec:\$219.00
\$219.00 Pgs=6 10/26/2016 03:14 PM
SERVICELINK TITLE AGENCY INC.
KAREN ELLISON, RECORDER

APN 1320-32-801-002

RECORDING REQUESTED BY:

LSI Title Company

WHEN RECORDED MAIL TO:

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

TS No NV08000356-16-1

TO No. 160272275-NV-VOO

Commonly known as: 1105 MILL 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 February 5, 2007, executed by ROBERT H. DAVIDSON, TRUSTEE, OR HIS SUCCESSORS IN TRUST, UNDER THE DAVIDSON LIVING TRUST, DATED APRIL 06, 2005, as Trustor, to secure obligations in favor of FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B. as original Beneficiary, recorded February 16, 2007 as Instrument No. 0695103 in Book 0207, on Page 5228 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 \$825,600.00 (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.

THE SUBJECT DEED OF TRUST IS A REVERSE MORTGAGE THAT BECAME ALL DUE AND PAYABLE ON February 19, 2016 FOR THE FOLLOWING BREACH: Failed to pay the principal balance which became all due and payable based upon the death of all mortgagors

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.

TS No NV08000356-16-1

TO No. 160272275-NV-VOO

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

CIT Bank, N.A.
c/o Trustee Corps
3571 Red Rock St., Ste B
Las Vegas, NV 89103
Phone: 949-252-8300 TS No: NV08000356-16-1


Dated: October 25, 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 25
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.

TS No: NV08000356-16
APN: 1320-32-801-002

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

Property Owners(s):

ROBERT H. DAVIDSON
ROBERT H. DAVIDSON, TRUSTEE, OR HIS
SUCCESSORS IN TRUST, UNDER THE
DAVIDSON LIVING TRUST

Trustee Address:

17100 Gillette Ave
Irvine, CA 92614

Property Address:

1105 MILL STREET
GARDNERVILLE, NV 89410

Deed of Trust Document Instrument Number:

0695103 Book 0207 Page 5228

STATE OF Texas)

COUNTY OF Travis)

ss:

The affiant, Daniel Cortina being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attests that I am the beneficiary or trustee, or the authorized representative of the beneficiary or trustee, of the "reverse mortgage" deed of trust recorded as instrument number 0695103 Book 0207 Page 5228

I am a(n) Assistant Secretary of CIT Bank, N.A. ("OneWest"). In the regular performance of my job functions, I am familiar with business records maintained by OneWest for the purpose of servicing mortgage loans and I have personal knowledge of the operation of and the circumstances surrounding the preparation, maintenance, and retrieval of records in OneWest's record keeping systems. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by OneWest. It is the regular practice of OneWest's mortgage servicing business to make these records. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by personally examining these business records.

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(a). The full name and business address of the current trustee, or the current trustee's representative or the assignee is:

MTC Financial Inc. dba Trustee Corps
Full Name

17100 Gillette Ave
Irvine, CA 92614
Street, City, State, Zip

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is:

TS No: NV08000356-16
APN: 1320-32-801-002

| | |
|-----------------------|--------------------------------|
| <u>CIT Bank, N.A.</u> | <u>2900 ESPERANZA CROSSING</u> |
| Full Name | Street, City, State, Zip |

1(c). The full name and business address of the current beneficiary of record of the Deed of Trust is:

| | |
|-----------------------|--------------------------------|
| <u>CIT Bank, N.A.</u> | <u>2900 ESPERANZA CROSSING</u> |
| Full Name | Street, City, State, Zip |

1(d). The full name and business address of the servicer(s) of the obligation or debt secured by the Deed of Trust is:

| | |
|-----------------------|--------------------------------|
| <u>CIT Bank, N.A.</u> | <u>2900 ESPERANZA CROSSING</u> |
| Full Name | Street, City, State, Zip |

2. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, has actual or constructive possession of the note secured by the Deed of Trust OR The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust is entitled to enforce the obligation or debt secured by the Deed of Trust.

3. The beneficiary, successor in interest of the beneficiary, or trustee of the Deed of Trust, 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:

- a. The amount of payment required to make good the deficiency in performance or payment and 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; unless reinstatement is not permitted under the terms of the reverse mortgage debt because of the nature of the obligor or borrower's default;
- b. The amount in default;
- c. The unpaid principal amount of the obligation or debt secured by the Deed of Trust;
- d. The amount of accrued interest and late charges, if any;
- e. A good faith estimate of the amount of fees imposed in connection with the exercise of the power of sale; and
- f. Contact information for obtaining the most current amounts due and 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, as well as a recitation of the information contained herein.

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, as well as a recitation of the information contained herein, is (866) 727-4303.

5. The following is information regarding each recorded assignment of the Deed of Trust: and is based upon the direct, personal knowledge of the affiant, which the affiant acquired independently or by

TS No: NV08000356-16
APN: 1320-32-801-002

(1) a review of the business records described in paragraph 1 above, (2) information contained in the records of the recorder of the county in which the property is located, (3) a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada pursuant to chapter 692A of NRS:

Deed of Trust

| | | |
|-------------------|------------------------------------|-------------------------------------------------------------------------------------------|
| <u>02/16/2007</u> | <u>0695103 Book 0207 Page 5228</u> | <u>FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDYMAC BANK, F.S.B.</u> |
| Date | Document Instrument Number | Name of Original Beneficiary |

Assignment(s)

| | | |
|-------------------|------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>10/07/2009</u> | <u>0751855 Book 1009 Page 1425</u> | <u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR FINANCIAL FREEDOM ACQUISITION LLC</u> |
| Date | Document Instrument Number | Name of Assignee |
| <u>08/11/2016</u> | <u>2016-885767</u> | <u>CIT BANK, N.A., ITS SUCCESSORS AND ASSIGNS</u> |
| Date | Document Instrument Number | Name of Assignee |

Dated this _____ day of OCT 19 2016, 2016.

CIT Bank, N.A.

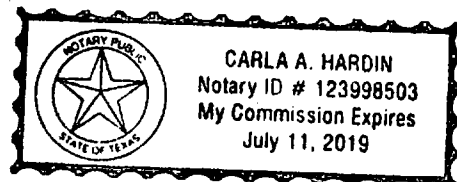
Signed By: *Daniel Cortina*

Print Name: Daniel Cortina Assistant Secretary

State of Texas
County of Travis

Sworn to and subscribed before me this _____ day of OCT 19 2016, 2016 by
Daniel Cortina

Carla A. Hardin
Notary Public's Signature



Borrower: Davidson, Robert H.

Property Address: 1105 Mill Street Gardnerville, NV 89410

T.S. No.: _____

**Declaration of Compliance
(SB321 Section 11)**

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:

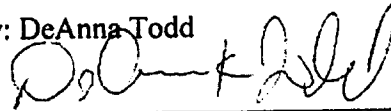
1. The mortgage servicer has contacted the Borrower pursuant to SB321 Section 11(2) in order to assess the borrower's financial situation and explore options for the borrower to avoid a foreclosure sale. Thirty (30) days or more have passed since 'initial contact' was made pursuant to SB 321 Section 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 mortgage, 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 by 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: October 6, 2016

CIT Bank, N.A.

By: DeAnna Todd



Title: Analyst I