

APN: 1318-23-811-037

**WHEN RECORDED MAIL TO:**

**Clear Recon Corp.**

**4375 Jutland Drive, Suite 200**

**San Diego, CA 92177-0935**

**Phone: (866) 931-0036**

**TS No.: 029061-NV**

**The undersigned hereby affirms that there is no Social Security number contained in this document. (N.R.S. 239B.030)**

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

**NOTICE IS HEREBY GIVEN THAT: CLEAR RECON CORP.** is the duly appointed Trustee under a Deed of Trust dated **6/4/2007**, executed by **KARL R THOENI AND RICK HAENGGI, TRUSTEES OF THE KARL & MARIE THOENI FAMILY TRUST UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MAY 3, 1999**, as trustor in favor of the beneficiary thereunder, recorded **6/27/2007**, as **Instrument No. 0703923, in Book 0607, Page 8786**, 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 **\$25,000.00**, 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 2/18/2015 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.**

That by reason thereof, **BRANCH BANKING & TRUST COMPANY**, 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

**T.S. No.: 029061-NV**

court action to assert the nonexistence of a default or any other defense of Trustor to acceleration and Sale.

Property Address as identified in the Deed of Trust is: **194 CHIMNEY ROCK STATELINE, NV 89449**

HUD Approved local counseling agency: Housing for Nevada 1 (702) 270-0300

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

BRANCH BANKING & TRUST COMPANY  
301 COLLEGE STREET  
GREENVILLE, SC 29601  
Phone: 1-800-289-6353  
Loan Modification contact information:  
BRANCH BANKING & TRUST COMPANY  
Loss Mitigation Dept.  
1-800-289-6353

For Foreclosure status, contact:  
Clear Recon Corp.  
4375 Jutland Drive Suite 200  
San Diego, California 92117  
Phone: (866) 931-0036

Dated: 3/8/2017

**CLEAR RECON CORP.**

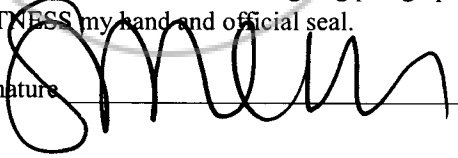
By: 

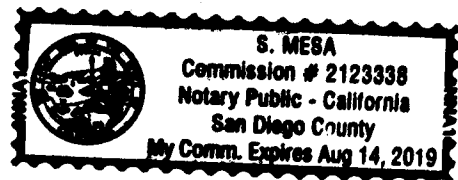
**Hamsa Uchi, Authorized Signatory for Trustee**

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 San Diego}ss.

On 3/8/2017 before me S. MESA Notary Public, personally appeared Hamsa Uchi 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  (Seal)



**NRS 107.080 Compliance Affidavit**

APN: 1318-23-811-037

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

**Property Owners:**  
KARL R THOENI AND RICK HAENGGI

**Trustee's Name and Current Address:**  
Clear Recon Corp.  
4375 Jutland Drive, Suite 200,  
San Diego, CA, 92117

**Property Address:**  
194 CHIMNEY ROCK RD  
STATELINE, NV 89449

**Deed of Trust Document Instrument:**  
Recorded on 6/27/2007, as Instrument No.  
0703923, in Book 0607, Page 8786,

STATE OF SC )  
COUNTY OF Greenville ) ss:

The affiant, Doug Russell, being first duly sworn upon oath, based on direct, personal knowledge, which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, the successor in interest of the beneficiary, or the servicer of the obligation or debt secured by the deed of trust, and under penalty of perjury attests that I am an authorized representative of the beneficiary or trustee, of the deed of trust described in the notice of default and election to sell to which this affidavit is attached ("Deed of Trust").

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. I have personal knowledge of BRANCH BANKING AND TRUST (hereinafter "Current Beneficiary") procedures for creating and maintaining business records. Such business records are made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; are kept by Current Beneficiary in the course of regularly conducted business activity; and it is the regular practice of Current Beneficiary to make such records. I have reviewed certain business records of Current Beneficiary concerning the Loan, Note and Deed of Trust, referenced below, all as reflected by the records maintained by Current Beneficiary as they have been kept by Current Beneficiary in the course of regularly conducted business activity, and it was the regular practice of that business activity to make or maintain such records at or near the time by, or from information transmitted by, persons with knowledge. The information in this affidavit is based on those business records, which meet the standards set forth in NRS 51.135.
2. The full name and business address of the current trustee or the current trustee's representative or assignee is:

CLEAR RECON CORP.

4375 Jutland Drive, Suite 200,

Full Name San Diego, CA, 92117  
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:

BRANCH BANKING AND TRUST 301 COLLEGE STREET  
COMPANY GREENVILLE, SC 29601  
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:

BRANCH BANKING AND TRUST 301 COLLEGE STREET  
COMPANY GREENVILLE, SC 29601  
Full Name 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:

BRANCH BANKING AND TRUST 301 COLLEGE STREET  
COMPANY GREENVILLE, SC 29601  
Full Name Street, City, County, State, Zip

3. 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 or its successor in interest or the trustee is entitled to enforce the obligation or debt secured by the Deed of Trust.
4. 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 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, 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;
  - 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;
  - 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 and a recitation of the information contained in this affidavit.
5. The obligor or borrower can call to receive the most current amounts due and a recitation of the updated information contained in this Affidavit at 1-800-289-6353.

6. The following is information regarding the instrument(s) that conveyed the interest of each beneficiary, and is based on the direct, personal knowledge of the affiant, which the affiant acquired by (1) 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 meet the standards set forth in NRS 51.135), (2) by information contained in the records of the recorder of the county in which the property is located, (3) was obtained by 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, or (4) is possessed directly:

Assign From:	Assign To:	Recorded On Date:	Instrument Number:
COLONIAL BANK, N.A.	BRANCH BANKING & TRUST	12/29/2015	2015-874630

7. The beneficiary or its successor in interest or the servicer of the obligation or debt secured by the deed of trust has instructed the trustee to exercise the power of sale with respect to the property.

8. Following is the true and correct signature of the affiant:

Dated this 28 day of February, 2017.

Affiant Name: BRANCH BANKING & TRUST

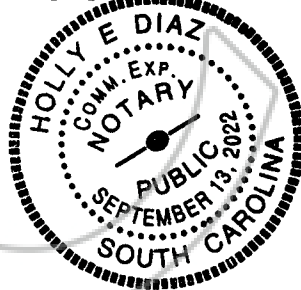
Signed By: Doug Russell

Print Name: Doug Russell



STATE OF South Carolina )  
Greenville ) ss:  
COUNTY OF \_\_\_\_\_ )

On this 28 day of February, 2017, personally appeared before me, a Notary Public, in and for said County and State, Doug Russell, 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.



Holly E Diaz  
NOTARY PUBLIC IN AND FOR  
SAID COUNTY AND STATE

**NEVADA DECLARATION OF COMPLIANCE**  
NRS 107.510

Borrower(s):           KARL R THEONI AND RICK HAENGGI  
Mortgage Servicer:   BB&T MORTGAGE  
Property Address:     194 CHIMNEY ROCK, STATELINE, NV 89449

The undersigned mortgage servicer representative declares that the mortgage servicer's business records reflect one of the following:

- The mortgage servicer contacted the borrower to assess the borrower's financial situation and to explore options for the borrower to avoid foreclosure as required by NRS 107.510 (2). Thirty days have passed since the initial contact was made.
- The mortgage servicer tried with due diligence but was unable to contact the borrower as required by NRS 107.510 (5). Thirty days have passed since these due diligence efforts were satisfied.
- The mortgage servicer was not required to comply with 107.510, because the individual does not meet the definition of a Borrower under NRS 107.410 since the individual:
  - 9    is not a natural person who is a mortgagor or grantor of a deed of trust under a residential mortgage loan
  - 9    has surrendered the secured property as evidenced by a letter confirming the surrender or the delivery of the keys to the property to the mortgagee, trustee, beneficiary of the deed of trust or an authorized agent of such a person
  - 9    has filed a case under 11 U.S.C. Chapter 7, 11, 12 or 13 and the bankruptcy court has not entered an order closing or dismissing the bankruptcy case, or granting relief from a stay of foreclosure or trustee's sale.

Executed on February 25 2016 at Wilson, NC.

BRANCH BANKING & TRUST

By:

Print Name:

Erica C. Parrish  
Erica C. Parrish

ATTACHMENT TO NOTICE OF DEFAULT