

DOUGLAS COUNTY, NV

2017-897188

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04/13/2017 10:29 AM

PREMIER AMERICAN TITLE

KAREN ELLISON, RECORDER

WHEN RECORDED MAIL TO:

National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

NDSC File No. : 17-00112-RM-NV
Title Order No. : 61700195

APN: 1420-28-701-023

**NOTICE OF DEFAULT AND ELECTION TO SELL UNDER DEED OF TRUST
IMPORTANT NOTICE**

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 the loan in full plus permitted costs and expenses within the time permitted by law, which is normally five business days 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 \$284,946.71 as of 04/12/2017 and will increase until your account is paid in full.

While your property is in foreclosure, you still must pay other obligations (such as insurance and taxes) required by your Note and Deed of Trust or Mortgage. If you fail to make future payments on the loan, pay taxes on the property, provide insurance on the property, or pay other obligations as required by the Note and Deed of Trust or Mortgage, the beneficiary or mortgagee may insist that you do so in order to reinstate your account in good standing. In addition, the beneficiary or mortgagee may require as a condition to reinstatement that you provide reliable written evidence that you paid all senior liens, property taxes, and hazard insurance premiums.

Upon your written request, the beneficiary or mortgagee will give you a written itemization of the entire amount you must pay. You must pay all amounts in default at the time payment is made. However, you and your beneficiary or mortgagee may mutually agree in writing prior to the time the notice of sale is posted (which may not be earlier than the end of the three month period stated above) to, among other things, (1) provide additional time in which to cure the default by the transfer of the property or otherwise; or (2) establish a schedule of payments in order to cure your default; or both (1) and (2).

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Notice of Default and Election to Sell Under Deed of Trust
NDSC File No. : 17-00112-RM-NV

Following the expiration of the time period referred to in the first paragraph of this notice, unless the obligation being foreclosed upon or a separate written agreement between you and your creditor permits a longer period, you have only the legal right to stop the sale of your property by paying the entire amount demanded by your creditor.

To find out the amount you must pay, or to arrange for payment to stop the foreclosure, or if your property is in foreclosure for any other reason, contact:

Reverse Mortgage Solutions, Inc.
c/o National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020 Phone: 602/264-6101 Sales Website: www.ndscorp.com/sales/
HUD Approved Local Housing Counseling Agency: 800/569-4287
Loss Mitigation Contact: / 281-404-7830

Property Address: 1409 Porter Drive , Minden NV 89423

You may wish to consult a credit-counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with the name and address of the local HUD approved counseling agency by calling their Approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to the HUD web site at : <http://portal.hud.gov/portal/page/portal/HUD/localoffices>.

If you have any questions, you should contact a lawyer or the governmental agency which 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.**

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NOTICE IS HEREBY GIVEN THAT : NATIONAL DEFAULT SERVICING CORPORATION 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 12/14/2007, executed by James E Schodowski, a single man, as Trustor, to secure certain obligations in favor of Nation's Home Funding, Inc. as beneficiary recorded 12/19/2007 as Instrument No. 0715030 Bk 1207 Pg 4117 (or Book, Page) of the Official Records of Douglas County, NV. Said obligations including ONE NOTE FOR THE ORIGINAL sum of \$544,185.00.

That a breach of, and default in, the obligations for which such Deed of Trust is security has occurred in that payment has not been made of : FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL, INTEREST AND IMPOUNDS WHICH BECAME DUE ON 11/01/2016 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL, INTEREST AND IMPOUNDS, TOGETHER WITH ALL LATE CHARGES; PLUS THE TOTAL PAYOFF AMOUNT DUE & OWING AT THE MATURITY DATE. IN ADDITION, ALL ADVANCES MADE AND COSTS INCURRED BY THE BENEFICIARY INCLUDING FORECLOSURE FEES AND COSTS AND/OR ATTORNEY'S FEES MUST BE PAID.

That by reason thereof, the present beneficiary under such Deed of Trust has executed and delivered to 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.

Attached hereto and incorporated herein by reference is the Affidavit of Authority to Exercise the Power of Sale pursuant to NRS 107.080.

Dated: 4-12, 2017

National Default Servicing Corporation, an Arizona Corporation, As Agent for Reverse Mortgage Solutions, Inc.

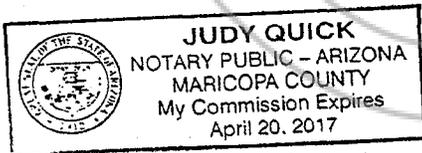


By Michelle Feltes, Trustee Sales Supervisor

State of: Arizona
County of: Maricopa

On 4-12, 2017, before me, the undersigned, a Notary Public for said State, personally appeared **Michelle Feltes**, personally known to me be (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal,



Signature Judy Quick

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Affidavit of Authority
A.P.N: 1420-28-701-023
T.S. No. 17-00112-RM-NV

AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND ELECTION TO SELL

Borrower(s):
James E Schodowski, a single man

Trustee Name and Address:
National Default Servicing Corporation
7720 N. 16th Street, Suite 300
Phoenix, AZ 85020

Property Address:
1409 Porter Drive
Minden NV 89423

Deed of Trust Document:
0715030 Bk 1207 Pg 4117

The undersigned hereby affirms that there is no Social Security number contained in this document (per NRS 239B.030).

The affiant, Deneen Sowell, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am employed as authorized signer of Reverse Mortgage Solutions, Inc. ("RMS"). In this capacity I have personal knowledge of the facts and matters stated herein, and I am authorized to execute this Affidavit on behalf of RMS 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. I am over the age of eighteen (18) years and am competent to testify to the matters stated in this affidavit. If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

2. In the regular performance of my job functions, I have access to and am familiar with the business records relating to the servicing of the loan at issue in this action. RMS keeps certain business records pertaining to acts, transactions, occurrences, and events regarding and pertaining to the loan accounts RMS services. Those business records are made and maintained in the regular course of RMS's business and include data compilations, imaged documents related to payment and expenditures on loans, as well as collateral loan documents such as deeds of trust, notes, name documents, and other records. Records of such acts, transactions, occurrences, and events are made at or near the time by—or from information transmitted by—a person with knowledge. To the extent that the business records of the loan in this matter were created by a prior servicer, those records have been verified for accuracy and incorporated into RMS's business records in the regular course of RMS's regularly conducted business activity.

Affidavit of Authority
A.P.N: 1420-28-701-023
T.S. No. 17-00112-RM-NV

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

Full Name	Street, City, State, Zip
National Default Servicing Corporation	7720 N. 16 th Street, Suite 300 Phoenix, AZ 8502

4. The full name and business address of the entity currently entitled to enforce the note secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Reverse Mortgage Solutions, Inc.	14405 Walters Rd, Suite 200 Houston, TX 77014

5. The full name and business address of the current Beneficiary of record of the Deed of Trust is:

Full Name	Street, City, State, Zip
Reverse Mortgage Solutions, Inc.	14405 Walters Rd, Suite 200 Houston, TX 77014

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

Full Name	Street, City, State, Zip
Reverse Mortgage Solutions, Inc.	14405 Walters Rd, Suite 200 Houston, TX 77014

7. The Beneficiary, its successor-in-interest, or the trustee of the Deed of Trust has actual or constructive possession of, or is otherwise entitled to enforce, the note secured by the Deed of Trust, or the Beneficiary, its successor in interest, or the trustee is entitled to enforce the debt secured by the Deed of Trust.

8. The Beneficiary, its successor-in-interest, the trustee, the servicer of the debt secured by the Deed of Trust, or an attorney representing any of those persons, has sent to the borrower(s) of the debt secured by the Deed of Trust or the borrower(s) heirs/estate 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 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 debt secured by the Deed of Trust;
- d. The amount of accrued interest;
- e. A good faith estimate of all fees imposed in connection with the power of sale; and

Affidavit of Authority

A.P.N: 1420-28-701-023

T.S. No. 17-00112-RM-NV

- f. Contact information for obtaining the most current amounts due and the local or toll-free telephone number that the borrower(s) of the debt may call to receive the most current amounts due and a recitation of the information contained in this affidavit.

9. The borrower(s) 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: 1-877-774-1419.

10. 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 independently, or (a) by a review of the Business Records of the Beneficiary, the successor in interest of the Beneficiary or the servicer of the debt secured by the Deed of Trust, (b) by a review of information contained in the records of the recorder of the county in which the property is located, or (c) by a review of the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in Nevada:

<u>12/19/2007</u> Date	<u>0715030 Bk 1207 Pg 4117</u> Recordation Number	<u>Nation's Home Funding, Inc.</u> Name of Beneficiary
<u>12/19/2007</u> Date	<u>0715031 BK-1207 PG-4126</u> Recordation Number	<u>LLS Financial</u> Name of Assignee
<u>01/15/2008</u> Date	<u>0716232 BK-0108 PG-2826</u> Recordation Number	<u>Vertical Lend, Inc</u> Name of Assignee
<u>05/18/2010</u> Date	<u>0763857 BK-0510.PG-3423</u> Recordation Number	<u>Residential Mortgage Services, Inc</u> Name of Assignee
<u>08/02/2010</u> Date	<u>0767974 BK-0810 PG-0276</u> Recordation Number	<u>Reverse Mortgage Solutions, Inc</u> Name of Assignee

Affidavit of Authority
A.P.N: 1420-28-701-023
T.S. No. 17-00112-RM-NV

11. The Beneficiary, its successor in interest or the servicer of the debt secured by the Deed of Trust has instructed the trustee to exercise the power of sale with respect to the property.

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

FURTHER AFFIANT SAYETH NAUGHT.

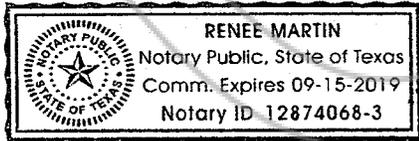
Reverse Mortgage Solutions, Inc.
Deneen Sowell
Name: Deneen Sowell
Title: Authorized Signer

Date: 4-3-17

STATE OF Texas)
)
COUNTY OF Harris)

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 3 day of April, 2017 by Deneen Sowell (name of affiant) as Authorized Signer (authority) for Reverse Mortgage Solutions (name of party on behalf of whom affidavit is executed). Said person is personally known to me or produced sufficient identification in the form of _____ (type of identification produced).

{Insert Notary Seal}



[Signature]
Notary Public
My Commission Expires: **SEP 15 2019**

DECLARATION OF COMPLIANCE
Nevada Homeowner's Bill of Rights ("SB321")
Exemptions from Certain Mortgage Disposition and Loss Mitigation Provisions

Borrower(s): James E. Schodowski

Mortgage Servicer: Reverse Mortgage Solutions, Inc.
Property Address: 1409 Porter Drive
MindenNV89423

T.S. No.: 17-00112-RM-NV

The State of Nevada has enacted a Homeowner's Bill of Rights ("SB 321") which establishes new requirements for judicial and non-judicial foreclosures of owner-occupied housing with loans that are secured by mortgages or deeds of trusts.

The provisions of SB 321 will become operative on October 1, 2013; however certain entities are exempt from certain mortgage disposition and loss mitigation provisions. The purpose of this bulletin is to determine if your organization is exempt from certain provisions.

Two (2) requirements must be met in order to qualify for certain exemptions. The first requirement is to determine whether your organization is a financial institution, as defined in Nevada Revised Statutes ("NRS") 6603.045.

The second threshold is whether, during the immediately preceding annual reporting period, as established by your primary regulator, your organization foreclosed on 100 or fewer real properties located in Nevada that constitute owner-occupied housing as defined in NRS 107.086.

1. **Exemption Applies.** We have confirmed that we are a financial institution, as defined in NRS 660.045 and have, during the immediately preceding annual reporting period, as established by our primary regulator, foreclosed (judicial and non-judicial) on 100 or fewer real properties located in Nevada that constitute owner-occupied housing as defined in NRS 107.086.
2. **Exemption Does Not Apply.** We have confirmed that we are a financial institution, as defined in NRS 660.045 and have, during the immediately preceding annual reporting period, as established by our primary regulator, exceeded the 100 foreclosure (judicial and non-judicial) threshold. Therefore, the exemption does not apply to our organization.

3. **Not a Financial Institution.** We are not a financial institution, as defined in the NRS 660.045, and therefore the exemption does not apply to our organization.

I certify 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

Reverse Mortgage Solutions, Inc.

Dated: 3-1-17

(Print): Deneen Sowell

(Print): Foreclosure Specialist

By: Deneen Sowell
Name

Title