

DOUGLAS COUNTY, NV

2017-898032

Rec:\$220.00

\$220.00 Pgs=7

05/02/2017 08:11 AM

SPL EXPRESS INC

KAREN ELLISON, RECORDER

APN(s): 131810314001

Recording requested by:

Title365

When recorded mail to:

Quality Loan Service Corporation

411 Ivy Street

San Diego, CA 92101

619-645-7711

TS No.: NV-17-769187-BF

Space above this line for recorders use only

Order No.: 733-1700332

Property Address: 644 INSPIRATION DRIVE, ZEPHYR COVE, NV 89448

It is hereby affirmed that this document submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030).

Notice of Breach and Default and of Election to Cause Sale of Real Property under Deed of Trust

NOTICE IS HEREBY GIVEN: That **Quality Loan Service Corporation** is either the original trustee or the duly appointed substituted trustee under a Deed of Trust dated **11/2/2007**, executed by Jose Antonio Arcuch, a single man, as Trustor, to secure certain obligations in favor of **World Savings Bank, FSB, its successors and/or assignees**, as beneficiary, recorded **11/14/2007**, as **Instrument No. 713003, Book 1107, Page 3505**, of Official Records in the Office of the Recorder of **DOUGLAS County, Nevada** securing, among other obligations including **1 NOTE(S) FOR THE ORIGINAL** sum of **\$518,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the beneficiary; 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:

The installments of principal and interest which became due on 10/1/2016, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. This amount owed will increase until your account becomes current. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

The present Beneficiary under such Deed of Trust 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.

TS No.: NV-17-769187-BF
Notice of Default

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 before 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.

For information relating to the foreclosure status of the property and/or to determine if a reinstatement is possible and the amount, if any, to cure the default, please contact:

Wells Fargo Bank, N.A.
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

To reach a Loss Mitigation Representative who is authorized to negotiate a loan modification, please contact:

WELLS FARGO BANK N.A.
Contact: Chandra Tafolla
Department: Foreclosure Diversion Assistance Program
Toll Free: 1-800-662-5014
Email: Chandra.Tafolla@wellsfargo.com

You may wish to consult a credit-counseling agency to assist you. The following are two local counseling agencies approved by the Department of Housing and Urban Development (HUD): Nevada Legal Services, Inc., 877-693-2163, <http://www.nslaw.net>; and Southern Nevada Regional Housing Authority, 702-922-6900, <http://www.snrha.org>. HUD can provide you with the names and addresses of additional local counseling agencies if you call HUD's toll-free telephone number: 800-569-4287. Additional information may also be found on HUD's website: <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.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No.: NV-17-769187-BF
Notice of Default

Dated: 4/28/17

Quality Loan Service Corporation, as Trustee

By: January Crawford, Assistant Secretary

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)

On APR 28 2017 before me, Martha E. Sanchez a notary public, personally appeared January Crawford, 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.

(Seal)

Signature

Martha E. Sanchez



AFFIDAVIT OF AUTHORITY TO EXERCISE THE POWER OF SALE

<u>Borrower(s)</u> : JOSE ANTONIO ARCUCH	<u>Trustee Name and Address</u> : Quality Loan Service Corp. 411 Ivy Street San Diego, CA 92101
<u>Property Address</u> : 644 INSPIRATION DRIVE ZEPHYR COVE, NV 89448	<u>Deed of Trust Document</u> : Instrument No. 713003, Book 1107, Page 3505

STATE OF North Carolina)
) ss:
COUNTY OF Wake)

The affiant, Howard Randolph Straughan, being first duly sworn upon oath and under penalty of perjury, attests as follows:

1. I am a Vice President Loan Documentation with Wells Fargo Bank, N.A. (hereinafter "Wells Fargo"), current beneficiary of the subject Deed of Trust.

2. In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans. 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 Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. Unless otherwise noted, in connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by examining these business records.

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
Quality Loan Service Corp., a California Corporation	411 Ivy Street San Diego, CA 92101

4. The full name and business address of the current holder of the Note secured by the Deed of Trust is:

Full Name	Street, City, State, Zip
Wells Fargo Bank, N.A.	3476 Stateview Blvd. Ft. Mill, SC 29715

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

Full Name ("Beneficiary")	Street, City, State, Zip
Wells Fargo Bank, N.A.	3476 Stateview Blvd. Ft. Mill, SC 29715

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

Full Name	Street, City, State, Zip
Wells Fargo Bank, N.A.	3476 Stateview Blvd. Ft. Mill, SC 29715

7. Beneficiary, directly or through an agent, has possession of the Promissory Note.

8. Upon information and belief, the beneficiary, the trustee, the servicer of the obligation or debt secured by the Deed of Trust and/or an attorney representing the beneficiary, the trustee, or the servicer of the obligation or debt secured by the Deed of Trust, has sent to the obligor or borrower of the obligation or debt secured by the Deed of Trust a written statement containing the following information (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 underlying obligation or debt, 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; (VI) contact information for obtaining the most current amounts due and a local or toll free telephone number where 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.

9. The borrower or obligor may utilize the following toll-free telephone number to inquire about the most current amounts due and receive a recitation of the information contained in this Affidavit: 1-866-605-0829.

10. Pursuant to my review of the relevant business records and/or the records of the county recorder where the subject real property is located and/or the title guaranty or title

insurance issued by a title insurer or title agent authorized to do business in the state of Nevada, the following is the (I) date, (II) recordation number (or other unique designation); and (III) assignor and (IV) assignee of each recorded assignment of the subject Deed of Trust, if any:

Recorded Date	Recording Number	Name of Assignor	Name of Assignee
N/A	N/A	N/A	N/A

HR Straughan

Name: Howard Randolph Straughan
Title: Vice President Loan Documentation
Company: Wells Fargo Bank, N.A.
Date: 04/26/2017

State of North Carolina
County of Wake

The Foregoing instrument was sworn to and subscribed before me this 26th day of April, 2017 by Howard Randolph Straughan, who is personally known to me.

Crystal D Fore

Crystal D. Fore, Notary of Wake

Crystal D Fore
NOTARY PUBLIC
Wake County, NC
My Commission Expires 2-9-19

Notary Public, State of North Carolina
My commission expires: 02-09-2019

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

Borrower(s): JOSE ANTONIO ARCUCH

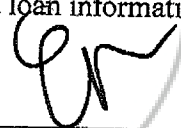
Property Address: 644 INSPIRATION DRIVE
ZEPHYR COVE NV 89448

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

1. The mortgage servicer has contacted the borrower to assess the borrower's financial situation, provide the toll free number to enable the borrower to find a housing counselor certified by HUD, and to explore options for the borrower to avoid foreclosure as required by SB 321 (2013) Sec. 11(2).
2. The mortgage servicer has tried with due diligence to contact the borrower as required by SB 321 (2013) Sec. 11(5), but has not made contact despite such due diligence.
 - 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. Pursuant to SB 321 (2013) Sec. 7 because the property is not "owner-occupied" real property (as defined in N.R.S. § 107.086).
 - e. The default event which precipitated this foreclosure was not the failure to make a payment required by a residential mortgage loan.

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.

Wells Fargo Bank, N.A.



By: _____
Name: Evelia Garcia
Title: VP Loan Documentation
Date: 8/2/2016