

DOUGLAS COUNTY, NV

2017-898767

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05/17/2017 02:58 PM

SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

Assessor's Parcel No(s): 1319-10-311-011

Recording requested by:

When recorded mail to:

**Caliber Home Loans, Inc. – Document Control**  
**13801 WIRELESS WAY**  
**OKLAHOMA CITY, OK 73134**

TS # NV-17-7749-JY

Space above this line for recorders use only

Property Address: 2241 PIONEER TRAIL, GENOA, NV 89411

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 **SUMMIT REAL ESTATE SERVICES, LLC** 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 **10/23/2009**, executed by **RICHARD O. MEERLY, AN UNMARRIED MAN AND SUSAN A CLAY, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP**, as Trustor, to secure certain obligations in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR HOME LOAN CENTER, INC., DBA LENDING TREE LOANS, ITS SUCCESSORS AND ASSIGNS**, as beneficiary, recorded **10/29/2009**, as Instrument No. **752968**, in Book xxx, Page xxx 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 **\$357,000.00**, that the beneficial interest under such Deed of Trust and the obligations secured thereby 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 in that payment has not been made of:

**The installments of principal and interest which became due on 7/1/2014, 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. 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.**

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.

TS No.: NV-17-7749-JY  
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. 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 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, contact:**

Caliber Home Loans, Inc.  
C/O SUMMIT REAL ESTATE SERVICES, LLC  
16745 W. Bernardo Drive, Suite 100  
San Diego, CA 92127  
(866) 248-2679

**To reach a Loss Mitigation Representative who is authorized to negotiate a Loan Modification, please contact:**

**Caliber Home Loans, Inc.  
Phone # (800) 621-1437 Ext 5721**

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

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 toll-free hotline at **(800) 569-4287** or you can go to The Department of Housing and Urban Development (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.



**AFFIDAVIT OF AUTHORITY TO EXERCISE THE  
POWER OF SALE**  
(NRS 107.080 Compliance Affidavit)

Property Owners:  
RICHARD O. MEERLY, SUSAN A.  
CLAY

Trustee Address:  
16745 W. Bernardo Drive, Ste. 100  
San Diego, CA 92127

Property Address:  
2241 PIONEER TRAIL  
GENOA, NV 89411

Deed of Trust Document Instrument Number:  
**752968**

STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN DIEGO)

I, **Alyssa Salyers**, being first duly sworn upon oath, based on personal knowledge, and under penalty of perjury attest that I am the current beneficiary, or authorized representative of the beneficiary, 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 have obtained direct, personal knowledge of the information stated herein based upon my review of recorded documents, public records or business records of the Beneficiary, the successor in interest of the Beneficiary, or the servicer of the obligation, which business records must meet the standards set forth in NRS 51.135.

I am familiar with the manner that the records are kept and maintained by employees of Caliber Home Loans, Inc. To the best of my personal knowledge, all records have been maintained in the ordinary course of business, updated at, or near the time of events recorded and/or described and the following, pursuant to NRS 107.080(c) is true and accurate:

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 is:

Summit Real Estate Services LLC	16745 W. Bernardo Dr., Ste. 100 San Diego, CA 92127
Full Name	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:

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust	C/o Caliber Home Loans, Inc. 13801 Wireless Way, Oklahoma City, OK 73134
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:

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust	C/o Caliber Home Loans, Inc. 13801 Wireless Way, Oklahoma City, OK 73134
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:

Caliber Home Loans, Inc.	13801 Wireless Way, Oklahoma City, OK 73134
Full Name	Street, City, County, State, Zip

That 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.

2. That 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 Nevada Revised Statutes 107.080.
3. 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:

(800) 401-6587  
 Telephone Number

4. 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:

<b>Date</b>	<b>Document Instrument Number</b>	<b>Name of Assignee under, each recorded Assignment of the Deed of Trust</b>
6/5/2012	803474	Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP
4/25/2013	0822456	Nationstar Mortgage, LLC
7/22/2015	2015866610	Federal Home Loan Mortgage Corporation ("Freddie Mac")
3/9/2017	2017895770	Nationstar Mortgage LLC
3/9/2017	2017895771	U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust

5. I declare under penalty of perjury of the laws of the State of CA that the foregoing facts are true and correct and that this Declaration was executed on Apr. 5<sup>th</sup>, 2017.

U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, by Caliber Home Loans, Inc., as its attorney in fact

Alyssa Salyers  
[DECLARANT SIGNATURE]

Alyssa Salyers  
[DECLARANT PRINTED NAME]

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)

) ss:

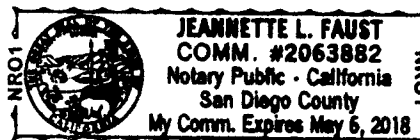
COUNTY OF SAN DIEGO)

On APR 05 2017 before me Jeannette L. Faust, personally appeared Alyssa Salyers, 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.

Jeannette L. Faust  
Signature



NEVADA DECLARATION OF COMPLIANCE WITH CHAPTER 107 OF THE  
NEVADA REVISED STATUTES

Borrower(s): RICHARD O MEERLY  
SUSAN A CLAY

Property: 2241 PIONEER TRAIL  
GENOA NV 89411

Loan No.: 9804684000


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

1.  The mortgage services has contacted the borrower to assess the borrower's financial situation and explore options for the orrower to avoid foreclosed as required by Chapter 107 of the Nevada Revised Statutes.
2.  The mortgage services has tried with due diligence to contact the borrower as required by Chapter 107 of the Nevada Revised Statutes but has not made contact despite such due diligence.
3.  No contact was required per Chapter 107 of the Nevada Revised Statutes.

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.

Caliber Home Loans, Inc.

Dated: March 27, 2017

  
(Signature of Agent or Employee)

Melissa Zubrod  
(Printed Name of Agent or Employee)

Pre-Foreclosure Manager  
(Title of Agent or Employee)