

APN: 1320-33-718-003

WHEN RECORDED MAIL TO:

Sables, LLC
c/o Zieve Brodnax & Steele
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169

DOUGLAS COUNTY, NV **2017-899453**
Rec:\$221.00
\$221.00 Pgs=8 06/01/2017 01:26 PM
ORDM - TSG
KAREN ELLISON, RECORDER

TS No. : 15-38209

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

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 all of your past due payments plus permitted costs and expenses within the time permitted by law for reinstatement of your account, which is normally five (5) business day 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 \$168,822.82 as of 5/30/2017 and will increase until your account becomes current.

NOTICE IS HEREBY GIVEN THAT: SABLES, LLC, a Nevada limited Liability Company is either the original trustee, or the duly appointed substituted Trustee, or acting as agent for the Trustee or the Beneficiary under a under a Deed of Trust dated **8/1/2006**, executed by **JEAN PIERRE DION AND EVA L. DION, HUSBAND AND WIFE AS JOINT TENANTS**, as trustor to secure obligations in favor of **Mortgage Electronic Registration Systems, Inc., as nominee for BEST RATE FUNDING CORP. its successors and assigns**, as Beneficiary, recorded **8/8/2006**, instrument no. **0681541** of Official Records in the office of the County recorder of **Douglas, County, Nevada** securing, among other obligations including

One note(s) for the Original sum of **\$269,500.00**, that the beneficial interest under such Deed of Trust and the obligations secured hereby are presently held by Beneficiary; 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:

The monthly installment of principal and interest which became due on 12/1/2008, late charges, and all subsequent monthly installments of principal and interest.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

T.S. No.: 15-38209

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions 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.

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 prior to 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.

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

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA14, MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES 2006-OA14

c/o New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing

c/o SABLES, LLC, a Nevada limited Liability Company

3753 Howard Hughes Parkway, Suite 200

Las Vegas, NV 89169

Beneficiary Phone: 888-404-5175

Trustee Phone: (702) 664-1774

To reach a person with authority to negotiate a loan modification on behalf of the lender:

Loss Mitigation / New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing
888-404-5175

Property Address: **1370 HASTINGS LANE, GARDNERVILLE, NV 89410**

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

Attached hereto and incorporated herein by reference is the Affidavit of Authority in Support of Notice of Default and Election to Sell pursuant to NRS 107.080.

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You may wish to consult a credit counseling agency to assist you. The Department of Housing and Urban Development (HUD) can provide you with names and addresses of local HUD approved counseling agency by calling their approved Local Housing Counseling Agency toll free number: (800) 569-4287 or you can go to HUD's website: <http://portal.hud.gov>.

Dated: 5/30/2017

SABLES, LLC, a Nevada limited Liability Company, as Trustee
Sables, LLC
c/o Zieve Brodnax & Steele
3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169
(702) 948-8565



Michael Busby, Trustee Sale Officer

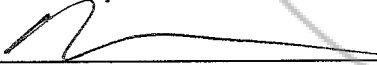
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA
County of ORANGE

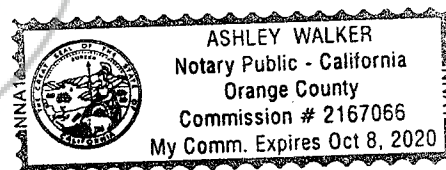
On 5/30/2017, before me, Ashley Walker, personally appeared Michael Busby who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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 of Notary



T.S. No.: 15-38209
APN: 1320-33-718-003

**AFFIDAVIT OF AUTHORITY IN SUPPORT OF NOTICE OF DEFAULT AND
ELECTION TO SELL
[NRS § 107.080]**

Property Owners:
JEAN PIERRE DION AND EVA L. DION,
HUSBAND AND WIFE AS JOINT TENANTS

Trustee Address:
Sables LLC,
3753 Howard Hughes Parkway, Suite 200,
Las Vegas, Nevada 89169
Deed of Trust Document Instrument
Number
8/8/2006 0681541

Property Address:
1370 HASTINGS LANE
GARDNERVILLE, NV 89410

The affiant, *Kenneth Land Foreclosure Specialist*, being first duly sworn upon oath, based on personal knowledge which the affiant acquired through a review of business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the above-referenced deed of trust (hereinafter "Deed of Trust") in accordance with the standards set forth in Nevada Revised Statutes § 51.135, and under penalty of perjury, attests that I am an authorized representative of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust, which is described in the Notice of Default and Election to Sell to which this affidavit is attached.

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

SABLES, LLC, a Nevada limited Liability Company Full Name	3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada 89169 Street, City, County, State, Zip
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The full name and business address of the current holder of the note secured by the Deed of Trust is:

THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA14	101 BARCLAY STREET 4W NEW YORK, NY 10007
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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:

THE BANK OF NEW YORK MELLON
FKA THE BANK OF NEW YORK, AS
TRUSTEE FOR THE
CERTIFICATEHOLDERS OF CWALT,
INC., ALTERNATIVE LOAN TRUST
2006-OA14, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES
2006-OA14

101 BARCLAY STREET 4W
NEW YORK, NY 10007

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:

New Penn Financial LLC d/b/a
Shellpoint Mortgage Servicing

75 Beattie Place, Suite 300
Greenville, South Carolina 29601-
2743

Full Name

Street, City, County, State, Zip

2. The beneficiary, its successor in interest, or the trustee of the Deed of Trust is: (a) in actual or constructive possession of the Note secured by the Deed of Trust; or (b) entitled to enforce the obligation or debt secured by the Deed of Trust because the beneficiary, its successor in interest, or the trustee is the holder of the instrument, a non-holder in possession of the instrument who has the rights of a holder, or a party not in possession of the instrument who is entitled to enforce the instrument pursuant to a court order issued under Nevada Revised Statutes § 104.3309.

3. The beneficiary, its successor in interest, the servicer of the obligation or debt secured by the Deed of Trust, the trustee, or an attorney representing any of those parties, has sent a written statement to the obligor or borrower of the obligation or debt secured by the Deed of Trust detailing:

- a. the amount of the payment required in order to cure 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 written 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 in connection with the exercise of the power of sale;
- f. contact information for obtaining the most current amounts due and a local or toll-free telephone number that the obligor or borrower of the obligation or debt

could call to receive the most current amounts due and a recitation of the information contained in this affidavit.

4. 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 is:

(866) 263-5802

Local or toll-free telephone number

5. The following information consists of the date, recordation number/other unique designation of, and the name of each assignee under each recorded assignment of the Deed of Trust, and is based on: (a) the direct personal knowledge of the affiant; (b) the personal knowledge which the affiant acquired by a review of the business records kept in the regular course of business of the beneficiary, its successor in interest, or the servicer of the obligation or debt secured by the Deed of Trust in accordance with the standards set forth in Nevada Revised Statutes § 51.135; (c) information contained in the records of the recorder of the county in which the property is located; or (d) the title guaranty or title insurance issued by a title insurer or title agent authorized to do business in the state of Nevada pursuant to chapter 692A of the Nevada Revised Statutes:

Recorded On Date: 1/20/2010

Instrument Number: 757421

Assign From: Mortgage Electronic Registration Systems, Inc.

Assign To: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,
AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA14, MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-OA14

6. The following is the true and correct signature of the affiant:

Dated this 19th day of January, 2017.

New Penn Financial, LLC d/b/a Shellpoint Mortgage Servicing as servicer for **THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA14, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-OA14**

Signed by:

Kenneth Land

Printed Name of Affiant:

Kenneth Land

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 Texas

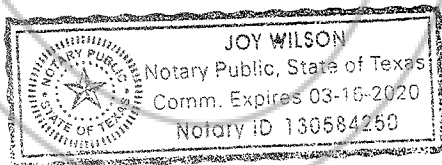
COUNTY of Harris

Before me, Joy Wilson, the undersigned officer, on this, the 17 day
(insert name of notary)

of January, 2017, personally appeared Kenneth Land
(insert name of signer)

known to me or, through production of _____ as identification, who identified her/himself to be the vice president of New Penn Financial LLC DBA Shellpoint Mortgage Servicing, the person and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated.

(seal)



Joy Wilson

(Type or print name below signature)

Notary Public, State of Texas

My Commission Expires: 3-16-20

Declaration of Mortgage Servicer Pursuant to NR 107.510

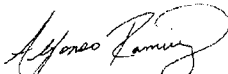
T.S. Number: 15-38209
Borrower(s): JEAN PIERRE DION and EVA L. DION
Mortgage Servicer: New Penn Financial LLC d/b/a Shellpoint Mortgage Servicing
Property Address: 1370 HASTINGS LANE
GARDNERVILLE, NV 89410

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

- The mortgage servicer has contacted the borrower pursuant to NRS 107.510 (2), to "assess the borrower's financial situation and to explore options for the borrower to avoid a foreclosure sale". Thirty (30) days, or more, have passed since the initial contact was made.
- The mortgage servicer has exercised due diligence to contact the borrower pursuant to NRS 107.510 (5), to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure". Thirty (30) days, or more, have passed since these due diligence efforts were satisfied.
- No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to NRS 107.410.
- During the preceding annual reporting period, the Lender has foreclosed on 100 or fewer real properties located in this state and therefore, pursuant to NRS 107.460, the provisions of NRS 107.400 to 107.560, inclusive, do not apply.
- The loan is not a "residential mortgage loan" as defined in NRS 107.450.

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.

Dated: 11-14-2016


By: Alfonso Ramirez - Loss Mitigation Specialist