

DOUGLAS COUNTY, NV

2017-903932

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SERVICELINK TITLE AGENCY INC.

KAREN ELLISON, RECORDER

APN: 1022-15-001-063

WHEN RECORDED MAIL TO:

Sables, LLC

c/o Zieve Brodnax & Steele

**3753 Howard Hughes Parkway, Suite 200
Las Vegas, Nevada 89169**

TS No. : 17-48092

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 thirty-five (35) days from the date this Notice of Default may be recorded 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 **\$9,769.28** as of **9/11/2017** 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 **5/24/2006**, executed by **CLARENCE DALE LEWIS & SANDRA N LEWIS HUSBAND & WIFE AS JOINT TENANTS**, as trustor to secure obligations in favor of **AMERICAN GEN FIN SVC INC**, as Beneficiary, recorded **6/20/2006**, instrument no. **0677657**, in book **0606**, page **6904**, **The subject Deed of Trust was modified by Loan Modification Agreement recorded as Book 0309 Page 748 Instrument 0738976 and recorded on 03/04/2009** 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 **\$97,500.00**, 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 which became due on 8/18/2016, along with late charges, and all subsequent monthly installments.

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.

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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.

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. Where reinstatement is possible, if the default is not cured within 35 days following recording and mailing of this Notice to Trustor or Trustors' 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.

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

Bayview Loan Servicing, LLC, a Delaware Limited Liability Company
c/o SABLES, LLC, a Nevada limited liability company
3753 Howard Hughes Parkway, Suite 200
Las Vegas, NV 89169
Beneficiary Phone: 877-205-9958
Trustee Phone: (702) 664-1774

Property Address: **3830 GRANITE WAY, WELLINGTON, Nevada 89444**

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.

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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.

Dated: 9/11/2017

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.

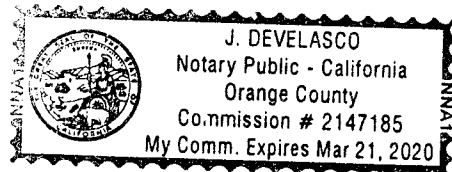
State of CALIFORNIA
County of ORANGE

On 9/11/2017, before me, J. Develasco, 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 J. Develasco



Affidavit of Authority

(Nevada Revised Statute §107.080 as amended effective June 1, 2013)

Re: TS# 17-48092

Borrower Name: CLARENCE DALE LEWIS and SANDRA N LEWIS

Property Address: 3830 GRANITE WAY
WELLINGTON, Nevada 89444

I, **Keli Smith**, am the **Document Coordinator** for **Bayview Loan Servicing, LLC**, the current servicer for 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"). The following facts are based upon my personal review of documents that are of public record in the State of Nevada and personal knowledge acquired by my personal review of the business records of the beneficiary, which are within my custody and control. The business records of the beneficiary contain entries made in the ordinary course of business at or about the time the events reflected therein occurred.

1(a). The full name and business address of the current trustee of record for the Deed of Trust is **Sables LLC, a Nevada Limited Liability Company, 3753 Howard Hughes Parkway, Suite 200, Las Vegas, Nevada 89169**

1(b). The full name and business address of the current holder of the Note secured by the Deed of Trust is **Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146**

1(c). The full name and business address of the current beneficiary for the obligation or debt secured by the Deed of Trust is **Bayview Loan Servicing, LLC, a Delaware Limited Liability Company, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146**

1(d). The full name and business address of the current servicer for the obligation secured by the Deed of Trust is **Bayview Loan Servicing, LLC, 4425 Ponce De Leon Blvd., 5th Floor, Coral Gables, FL 33146**

2. From my review of the documents of public record and the business records of the current beneficiary and a title guaranty or title insurance issued by a title insurer or title agent authorized to do business in this State pursuant to Chapter 692A of the NRS, the name of each assignee and each recorded assignment of the Deed of Trust.

Recorded On Date: 4/18/2016
Instrument Number: 2016-879499
Assign From: DLJ MORTGAGE CAPITAL, INC. BY BAYVIEW LOAN
SERVICING LLC, ITS ATTORNEY IN FACT
Assign To: Bayview Loan Servicing, LLC

Recorded On Date: 4/18/2016
Instrument Number: 2016-879498
Assign From: SPRINGLEAF FINANCIAL SERVICES, INC., FORMERLY
KNOWN AS AMERICAN GENERAL FINANCIAL SERVICES,
INC., A DELAWARE CORPORATION
Assign To: DLJ MORTGAGE CAPITAL, INC.

3. The current 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.

4. From my review of the documents of public record and the business records of the current beneficiary, the current trustee has authority to exercise the power of sale with respect to the property encumbered by the Deed of Trust, pursuant to instruction from the current beneficiary of record and current holder of the note secured by the Deed of Trust.

5. From my review of the documents of public record and the business records of the current beneficiary, the beneficiary, servicer of the obligation, or an attorney of the beneficiary or servicer has sent to CLARENCE DALE LEWIS and SANDRA N LEWIS, a written statement of: (I) the amount of payment required to make good the deficiency in performance of 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 power of sale; and (VI) contact information for obtaining the most current amounts due and the local or toll-free telephone number that CLARENCE DALE LEWIS and SANDRA N LEWIS may call to receive the most current amounts due and a recitation of the information in this affidavit.

6. The borrower or obligor of the loan secured by the Deed of Trust may call Bayview Loan Servicing, LLC at 877-205-9958 to receive the most current amounts due and a recitation of the information contained in this Affidavit.

I declare under penalty of perjury of the laws of the State of Nevada that the foregoing is true and correct and that this Affidavit was executed on Sept 5, 2017.

By: **Bayview Loan Servicing, LLC**

Keli Smith
(Print Name)
[Signature]
(Signature)
Document Coordinator
(Title)

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 **PENNSYLVANIA**

County of **MONTGOMERY**

On September 5, 2017 before me, Lynda Buehler, Notary Public, personally appeared, Keli Smith, 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Notary Seal]

[Signature]
Signature
Lynda Buehler

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lynda Buehler, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires Dec. 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Declaration of Mortgage Servicer Pursuant to Nevada Senate Bill 321

Mortgage Servicer: Bayview Loan Servicing, LLC
Borrower(s): CLARENCE D LEWIS, SANDRA LEWIS
Property Address: 3830 GRANITE WAY WELLINGTON, NV 89444
Loan No.: 1082890
T.S. No.:

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

1. The mortgage servicer has contacted the borrower pursuant to Nevada Senate Bill 321 Section 11.2 to "assess the borrower's financial situation and explore options for the borrower to avoid foreclosure." Thirty (30) days, or more, have passed since the initial contact was made.
2. "The mortgage servicer has tried with due diligence to contact the borrower(s) as required by NRS 107.510(5) (a) and NRS 107.510(5) (c)-(e), but has not made contact despite such due diligence. The telephone contact requirements under NRS 107.510(5) (b) were not attempted pursuant to the borrower's previously submitted request for cease communication. The due diligence efforts were satisfied on _____, 20____."
3. Despite the exercise of due diligence pursuant to Nevada Senate Bill 321 Section 11.4, the Mortgage servicer has been unable to contact the borrower 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.
4. - No contact was required by the mortgage servicer because the individual(s) did not meet the definition of "borrower" pursuant to subdivision (c) of NRS Chapter 107.
5. The requirements of Nevada Senate Bill 321 do not apply due to the qualifications set forth in NRS Chapter 107:
 - a. _____ The loan is not secured by a first mortgage deed of trust that secures a loan or that encumbers real property.
 - b. _____ The real property is not occupied by the borrower(s).
 - c. _____ The secured property is exempt from due diligence, the borrower is deceased.

The undersigned certifies 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.

Bayview Loan Servicing, LLC

Dated: 05/26/2017

By: _____

GREGORY HARRISON
State Declaration Processor Loss Mitigation - QA